

AGENDA
City of Monroe

LEGAL & REGULAR SESSION – SEPTEMBER 10, 2024, 6:00PM
CITY COUNCIL CHAMBERS CITY HALL

I: ROLL CALL AND DECLARE QUORUM:

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

III: COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

1. Mr. Harvey
2. Mrs. Ezernack
3. Ms. Woods
4. Mr. McFarland
5. Mr. Muhammad
6. Mayor Ellis

IV: APPROVE MINUTES OF THE LEGAL AND REGULAR SESSION OF AUGUST 27, 2024:
(PUBLIC COMMENTS)

V: PRESENTATION:
NONE.

VI: PUBLIC HEARINGS:
NONE.

PROPOSED CONDEMNATIONS:
(Public Comment)
None.

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

VIII: RESOLUTIONS AND MINUTE ENTRIES:

1. Council:

Public Comment:

(a) Adopt a Resolution requiring specific council authorization for all public work contracts and further providing with respect thereto.

(b) Adopt a Resolution appointing Elijah Brass to the Monroe Capital Infrastructure Commission.

(c) Adopt a Resolution appointing Frankie Miller to the Monroe Board of Adjustment.

(d) Adopt a Resolution appointing Eddie J. Douzart, III to the Monroe Capital Infrastructure Commission.

(e) Adopt a Resolution re-appointing Donald Johnson to the Board of Directors of the Interstate 20 Economic Development Corporation. (Harvey)

(f) Adopt a Resolution re-appointing Charles Pritchard to the Board of Directors of the Interstate 20 Economic Development Corporation. (Ezernack)

(g) Adopt a Resolution granting an exception to the Open Container Ordinance to the Twin City Arts Foundation for an Exhibition Reception and Talk for the River is the Road: Paintings by George Rodrigue at the Masur Museum of Art pursuant to Monroe City Code Sec. 12-231 D

(Open Container Ordinance), and further providing with respect thereto.

(h) Adopt a Resolution granting an exception to the Open Container Ordinance to the Chennault Aviation and & Military Museum for a Hot Air Balloon Festival pursuant to Monroe City Code Sec. 12-231 D (Open Container Ordinance), and further providing with respect thereto.

(i) Adopt a Resolution granting an exception to the Open Container Ordinance to the Northeast Louisiana Children's Coalition for the 2nd Annual Harvest Under the Stars: A Taste of the Garden pursuant to Monroe City Code Sec. 12-231 D (Open Container Ordinance), and further providing with respect thereto.

2. Department of Administration:

Public Comment:

(a) Consider request from the Purchasing Division for authorization for an authorized City representative to advertise for bids for the DeSiard St. Improvements (S. Grand St. to North 6th St.) Phase II. The engineer's estimate is \$4,539,767.28. The DBE goal is 15% and the source of funds is the Downtown Economic Development District. (This item was passed over at the last meeting.

3. Department of Planning & Urban Development:

Public Comment:

(a) Adopt a Resolution authorizing a Subrecipient Agreement between the City of Monroe and the Louisiana Housing Corporation for \$127,943.00 in HUD/Emergency Solutions Grants Program Funding and further providing with respect thereto.

(b) Adopt a Resolution authorizing a Subrecipient Contract between the City of Monroe and Christopher Youth Center, Inc. for up to \$82,217.00 in HUD/Emergency Solutions Grants Program Funding and further providing with respect thereto.

(c) Adopt a Resolution authorizing a Subrecipient Contract between the City of Monroe and the Wellspring Alliance for families for up to \$42,000.00 in HUD/Emergency Solutions Grants Program Funding and further providing with respect thereto.

(d) Adopt a Resolution authorizing an Agreement between the City of Monroe and Community Housing Development Organization (CHDO) AHAYA Community Development Corporation, Inc. in the amount of \$50,000.00 from HOME M-23-MC-23-0206, and further providing with respect thereto.

(e) Adopt a Resolution authorizing an Agreement between the City of Monroe and Community Housing Development Organization (CHDO) Quest 4 Success in the amount of \$31,000.00 from HOME M-23-MC-23-0206, and further providing with respect thereto.

(f) Adopt a Resolution authorizing a Professional Services Agreement with United Way of Northeast Louisiana for the PUD TBRA Financial Education Series and further providing with respect thereto.

(g) Adopt a Resolution authorizing a Professional Services Agreement with Let's Fix It! LLC for the PUD's Nonprofit Capacity Building Program and further providing with respect thereto.

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 WPCC – UV Disinfection System Project and further providing with respect thereto.

(b) Adopt a Resolution authorizing Task Order No. 8 with S.E Huey Co. to provide CE&I for the La 15 (Winnsboro Road) Streetscaping Project and further providing with respect thereto.

BREAK IF NEEDED:

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:

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

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

(c) Introduce an Ordinance amending Section 36-23 of the City of Monroe Code and further providing with respect thereto. (Muhammad)

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

(a) Finally adopt an Ordinance repealing Ordinance No, 12,192, which purported amended the Monroe City Charter without voter approval, and to restore the Charter to its prior state. (Muhammad/McFarland)

Open Public Hearing/Public Comment/Close Hearing:

(b) Finally adopt an Ordinance authorizing the City of Monroe to take corporeal possession of and sell to Karen M. Jefferson, all rights, title, and interest that the city may have acquired to the Lot in Lot 1, Sq. 2, Resub Sq. 18, Terminal Heights Addition, Ouachita Parish, no situs – Reed St., District 4, Monroe, La, by Adjudication at Tax Aale dated June 4, 2018, and further providing with respect thereto.

Open Public Hearing/Public Comment/Close Hearing:

(c) Finally adopt an Ordinance authorizing the City of Monroe to take corporeal possession and sell to Kevin Lee, all rights, title, and interest that the city may have acquired to the Lot 6, Square 19, Alexander’s Addition, Ouachita Parish, 3910 Lee, District 4, Monroe, La, by Adjudication at Tax Sale dated June 4, 2018, and further with respect thereto.

Open Public Hearing/Public Comment/Close Hearing:

(d) Finally adopt an Ordinance amending and re-enacting Chapter 13 of the Monroe City Code, Entitled Drainage and Flood Control, and further providing with respect thereto.

Open Public Hearing/Public Comment/Close Hearing:

(e) Finally adopt an Ordinance approving a Lease Agreement between the City of Monroe and Miller International Properties, LLC for the parcel and building located at 507 Wood Street and further providing with respect thereto.

Ordinances Vetoed by the Mayor:

(f) Return of vetoed Ordinances (Ord. No. 12,229 and 12,230)

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.

City Hall, Monroe, Louisiana
August 27, 2024
6:00p.m.

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

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

There was absent: None.

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

The Invocation was led by Reverend Victor Mitchell of Peter Rock Baptist Church.

Ms. Woods stated it is good to see everybody this evening and it is a packed house, which is a good thing. She said before the start of the meeting there will be some house rules. She said everyone's comments are welcome and this is the public's meeting. She further stated the public will only have one time to speak on an agenda item and once the public comments are closed, they will not be allowed to come back and speak on that topic.

COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

(1.) Mr. Harvey had no announcements.

(2.) Mrs. Ezernack had no announcements.

(3.) Mr. McFarland thanked Reverend Victor Mitchell for coming and offering prayer for the City. He said he has always been a great supporter and friend, and he appreciated him to the highest. He noted on tomorrow at 11:30am at Emily P. Robinson is the SCI graduation. He commended the Monroe Police Department for a job well done with what they are doing with the Senior Citizens Initiative. He said he has been getting feedback from the constituents and they are very much pleased. On another note, he announced his third community meeting on September 12th Thursday at 6:00pm at the Light House Church located on Sunnyside Drive in Monroe. He noted by the first of October they will have a plan and priorities that they want to see in District 4 and on the Southside of Monroe. He said it seems as if the Southside is always being left out and he said they can always hear plans and see things that are in the making for the other side but not seeing it on the Southside. He stated there are those that want to silence him and thinks he is not going to talk about certain issues; they are very mistaken. He further stated the people of District 4 elected him to serve, represent, and be their voice. He said when he see some things he will bring it to their attention. He said further in the agenda he will be bringing some other things up because he thinks some are in the dark and not understanding correct protocol. He said they believe anything because it comes out of a certain person's mouth. He said it's a new day and a new way and the people of Monroe have spoken for new leadership and that is the reason for two new councilmen on this panel.

(4.) Mr. Muhammad said good evening everyone, and he said they had a successful community meeting at Henrietta Johnson. He said it was well attended and they heard from Transit, Acadian Ambulance, and the community. He said some of the concerns were with Public Works grass mowing and trash pickup. He said he met with Lonnie Hudson so they can begin to get dumpsters to do a better job instead of dumping on the side of the road in our community. He recognized Ms. Yolanda Lawrence, Beautification Supervisor, for the yeoman's work done on Saturday mowing and cleaning up all throughout South Monroe. He noted they are also looking at stop signs in an effort to control speeding on some of the streets in South Monroe. He said he has been working with engineering and he said if you have any area where a stop sign is needed let them know. On another note, he stated the City haven't had any murders in the month of August but there were seven attempted murders, and he said the City is getting better. He further stated that one thing he wanted to highlight is the murders in the City. On another note, he recognized Taurian Collins Jr. who is the son of Mrs. Jessica Collins and Mr. Taurian (T'lay) Collins. The Mayor presented Taurian Collins Jr. with a proclamation on behalf of the City Council and the Mayor for being an exceptional six year old with remarkable intellectual abilities and with him earning a place with the prestigious Mensa society. Deem a privilege and honor to Taurian Collins Jr. on his many

achievements and declare this day August 27, 2024, the official day Taurian Collin Jr. Day signed and presented by Mayor Friday Ellis.

Lastly, Mr. Muhammad presented Taurian Collins Jr. with a plaque on behalf of the City Council for his remarkable problem solving skills.

(5.) Ms. Woods said many may know a very prominent educator in this community for years, Ms. Willie B. Welch, who transition life earlier this week. She said she will be funeralized on Saturday at 11 o'clock at Little Flower Catholic Church. She said to please send prayers to her family as they deal with this life changing event. She stated she was a trailblazer educator in the community. On another note, she said there will be another giveaway this weekend of hygiene products and socks at the Kingsway Apartment on Saturday, August 31st from 10am until 2pm. She noted if there are things you would like to bring and donate they would definitely welcome those items because so often our children don't have those items. She said all the left over products they will donate to Shelling Elementary School for the children that need those items at school to be accessible to them. She thanked Mr. Morgan McCallister for coming to the meet and greet held at Powell Street in District 3. She said District 3 have meet and greets every third Wednesday and they are asking people to come out. She noted it is a different guest each month that talk to them about things going on in their community. Lastly, she said for those who didn't attend the Black Rodeo this past weekend missed a treat because it was phenomenal. She stated it was very well attended and she thanked the City of Monroe for being a sponsor. She further stated they were really excited and looking forward to them coming back next year.

(6.) Mayor Ellis gave a shout out to the men and women of the Monroe Fire and Monroe Police Department as well as Monroe City School for the back to school drive they do every single year. He said they dig into their own pockets and raise money to buy supplies for educators and families. On another note, he stated with the help of the Council the City have started a six year process of cleaning out all underground drainage pipes and catch basins within the City of Monroe. He said it also updates the GIS maps and finding some interesting things that have been in the ground and also cleaning their way through the City. Next, he said the Monroe Chamber of Commerce held the State of the State with Governor Landry to talk about his priorities with the State. He said he mentioned an early Christmas surprise and he said just know our region is seeing a lot of attention. He said they are so happy to see how he's working very diligently with locals to make a great environment in Northeast Louisiana. Lastly, he thanked Ms. Nirali Patel, Main Street Director, and he said downtown main street is accredited and the ribbon cutting will be September 4th at 9:00 am at Art Alley downtown. He said please join as they celebrate small business, development, and community for the event.

Upon motion of Mr. Muhammad and seconded by Mr. McFarland, and the minutes of the Legal and Regular session of August 13, 2024, were unanimously approved.

Mr. Curtis S. Garth, 2300 Georgia Street, stated at the last meeting he reported a crime.

Ms. Woods informed Mr. Garth in the meeting they will only speak on this item. She said he can definitely come back when it's Citizen's Participation and if this doesn't pertain to the approval of the minutes from the last meeting then she can't allow him to talk right now.

Mr. Garth said he asked to be educated and he came up to City Hall trying to find out if this is the appropriate spot.

Ms. Woods stated this is not the appropriate time for it right now and when they get to Citizen's Participation he will be allowed to speak about whatever he wanted to talk about for three minutes.

Mr. Garth said he asked to be put on the agenda and he is not on the agenda. He said he is thinking the minutes can't be properly approved if he is not on the agenda.

Ms. Woods noted Mr. Garth can come back and talk to the Council.

PROPOSED CONDEMNATIONS:

The following condemnation was considered:

(1.) 1704 Millhaven Rd (D3) – Owner – Gerald Coleman, ET AL. Notice to show cause was served. Photographic evidence was presented. Upon motion of Ms. Woods, seconded by Mrs. Ezernack and unanimously approved, the building was condemned, and the property owner given

45 days in which to bring the structure into compliance with the Code or demolish the Structure and clean the lot.

Mr. Tommy James, Code Enforcement Officer, stated this is an open dilapidated structure and the property owner is present. He said he has spoken to the owner, and they do want to rehab the property. They are asking that the property be condemned and allow the owner to obtain the proper permits to continue the rehabilitation, giving the owner 45 days.

Ms. Mary Coleman, 1608 Bayou Street, noted as Mr. James stated they do want to rehab the property, and they are in the process.

Ms. Woods thanked them because there is such a need for housing in the community. She condemned the property giving the owner 45 days to bring the structure up to code. She said if in 45 days the owner is not done, and the City sees the progress they can just continue on.

RESOLUTIONS AND MINUTE ENTRIES:

(a) Upon motion of Mr. Muhammad, seconded by Mr. McFarland and unanimously approved Resolution No. 8772 appointing Franz Hill to the Interstate 20 Economic Development Corporation and further providing with respect thereto.

Ms. Woods thanked Mr. Hill for accepting the nomination to serve.

Mr. Franz Hill thanked the City Council for considering him for this position. He said to the citizens of Monroe he promised to do his best serving on the board.

(b) Upon motion of Mr. McFarland, seconded by Mrs. Ezernack and unanimously approved Resolution No. 8773 approving the appointment of Montrell Marshall to the Monroe Planning Commission and further providing with respect thereto. (There were no public comments.)

Ms. Woods said Mr. Marshall is the principal at Carroll Jr. High and he is doing some amazing work. She said he just entered Carroll Jr. High into a partnership with ULM where they will be doing some amazing work. She said when you see him tell him congratulations.

(c) Upon motion of Mr. McFarland, seconded by Mrs. Ezernack and unanimously approved Resolution No. 8774 appointing Martin Litwin to the Monroe Board of Adjustment and further providing with respect thereto.

Mrs. Ezernack said they appreciated Mr. Litwin service, and she thanked him for taking on this appointment.

Mr. Martin Litwin thanked the Mayor and the City Council for this opportunity. He said he takes great interest in seeing the direction the community is going. He said anyway he can be of service he is excited about.

(d) Upon motion of Mr. McFarland, seconded by Mrs. Ezernack and unanimously approved Resolution No. 8775 appointing Dr. Craig Turner to the Interstate 20 Economic Development Corporation and further providing with respect thereto.

Ms. Woods thanked Dr. Turner for accepting this nomination.

Dr. Craig Turner thanked the Council for the opportunity to serve his community. He said it is a learning curve with the new appointment, but he is looking forward to the opportunity to learn.

(e) Upon motion of Mr. McFarland, seconded by Mr. Harvey and unanimously approved Resolution No. 8776 appointing Chresancio "Chee-Chee" Jackson to the Monroe Board of Adjustment and further providing with respect thereto. (There were no public comments.)

(f) Upon motion of Mr. Harvey, seconded by Mrs. Ezernack vote failed to adopt a Resolution confirming the appointment of Rev. Ike Byrd, III as Community Affairs Director and further providing with respect thereto. (Ms. Woods, Mr. McFarland, & Mr. Muhammad Nay)

Mr. Muhammad said he just received the information, and he hasn't had a chance to look at it. He said he is not prepared to vote tonight.

Mr. McFarland said he has some concerns because of the vote we call ourselves OneRoe but it looks like it's one man. He said due to the fact the City is having press conference that is dealing

with City Council business, and he knows at least three of the Council persons weren't invited or informed. He stated the charter says the Council is the one that confirms, and he further stated he is kind of disturbed. He said it is very problematic for him to put information out as if an individual has a job without confirmation from the Council. He said he has said this more than once and it seems it has fallen on deaf ears. He further stated this is not the same Council that was here up until June 30th, and it will not be a rubber stamp Council or a Council that will be disrespected. He said if there are going to be issues on the agenda that you really want confirmation seems as if there would be conversations. He said without conversation there will be no confirmation and that needed to be stated. He said he doesn't like being disrespected or being bullied and trying to make him vote a certain way. He said he served sixteen consecutive years on the school board, he knows government, and he understands protocol. He said it is problematic when the City have press conferences and haven't talked to all the Council members. He said with that being said he sure everyone knows how he feels about this, and he can't even get a phone call from Mr. Ellis (The Mayor). (Mr. McFarland called for the vote.)

Mr. Harvey aye, Mrs. Ezernack aye, Ms. Woods nay, Mr. McFarland nay, & Mr. Muhammad nay.

(g) Upon motion of Mr. McFarland, seconded by Mr. Harvey and unanimously approved Resolution No. 8777 granting an exception to the Open Container Ordinance to the City of Monroe for a Chrity Golf Tournament (The Mayor's Cup) pursuant to Monroe City Code Sec. 12-231 D (Open Container Ordinance), and further providing with respect thereto. (There were no public comments.)

(h) Upon motion of Mr. Muhammad, seconded by Mr. Harvey and motion failed to adopt a Resolution No. 8778 granting an exception to the Open Container Ordinance to Damon Williams dba Doc Chilly (First Sunday at the Zoo, Music Festival) pursuant to Monroe City Code Sec. 12-231 D (Open Container Ordinance), and further providing with respect thereto. (There were no public comments.)

Department of Administration:

(a) Upon motion of Mr. Muhammad, seconded by Mr. McFarland and unanimously approved to Passover to consider request from the Purchasing Division for authorization for an authorized City representative to advertise for bids for the DeSiard St. Improvements (S. Grand St. to North 6th St.) Phase II. The engineer's estimate is \$4,539,767.28. the DBE goal is 15 % and the source of funds is the Downtown Economic Development District until the next City Council meeting on September 10, 2024.

Upon motion Mrs. Ezernack seconded by Mr. Harvey.

Mr. Muhammad said he has concerns, and he said in the packet there was only one sheet from Mr. Curt Kelly, Purchasing Director. He said he doesn't know the scope of work or what is going on.

Mr. Morgan McCallister, City Engineer, stated he would speak on behalf of Mr. Kelly in his absence, and this project will be managed by engineering. He said this is the DeSiard Street improvement project Phase II. He said the City is currently moving towards completion of Phase I and this encompasses numerous things such as drainage, infrastructure, lighting, wiring, and pedestrian lighting from South Grand to North 6th Street. He said ultimately this project will be the cornerstone of the Downtown area and beyond. He said upon approval tonight the City will begin advertising next week and they hope to have contracts in place within the next sixty days. He said it will be 200 calendar days on this project.

Mrs. Ezernack stated this is basically just advertising for bids. She further noted when the contract comes in and if any of the bids are accepted it will come back to the Council for further review.

Mr. McCallister noted this project is 100% funded by the Downtown Economic Development District and so is Phase I.

Mr. Muhammad wanted to know when was the last time the DEDD met.

Mr. McCallister noted they meet monthly, and it was roughly two weeks ago.

Mr. McFarland wanted to know where the money is coming from.

Mr. McCallister stated DEDD bonded out 12 million dollars and allocated it to a number projects within the District.

Mr. Muhammad said he is concerned if the Council approves this they can spend 6 million dollars from where the post office is located back to South Grand for sidewalks.

Mr. Muhammad wanted to know where the 6 million is coming from.

Mr. McCallister said it is 4.5 million for Phase II, which is the cost estimate. He said this project is ultimately going to be 6 million and he described a lot more than sidewalks.

Mr. Muhammad stated he is not prepared to vote for this tonight because he doesn't see anything coming to the Council that is going to help South Monroe.

Mr. McCallister wanted to know what the Council is not seeing and where is the data backing up their comments.

Mr. McFarland said come walk with them on the Southside of Monroe.

Mr. McCallister noted it has been on record a number of times about things not coming to the Southside. He said in the engineering department he keeps up with this information and the department does a very good job keeping up with the information. He said for a number of months now the Engineering Department have been accused of not giving projects to the Southside. He said he follows the Mayor's lead and from day one he began to understand the Mayor. He said he has data and documentation proving that what the Council is stating is inaccurate.

Mayor Ellis stated if there is anything the Administration says that is felt to be untrue there is an Internal Auditor that works directly for the Council. He said he asked Mr. McCallister to be prepared because this is a new Council that haven't been with them for four years to approve projects and funding. He said there is \$54 million in drainage work throughout the City. He noted Districts 3, 4, and 5 \$52 million of that has been allocated to Calypso, Young's Bayou Pond, Booker T. drainage, offsite drainage, and Parkview the list goes on. He said these projects have been out there and on the City's website. He further noted District 1 and 2 Deborah Drive drainage \$681,000 and District 2 Bartholemew \$130,000. He said the City have twelve Capital Outlay request all but two that have been submitted are all in South Monroe and the water treatment plant that benefits the entire city. He said the other one is a pump station for the water treatment plant and what Mr. McCallister is saying when talking about priorities Council members have come to the City about projects they would like to move, and they work with them. He said if there is a project the Council would like to see move work with engineering and the administration and they will see the project moved. He said if there is a project they don't agree with that maybe in the plans from previous Council that live within their district they should work together to move a new project. He further stated this project in downtown is moving forward because a group of property owners from downtown said this is a priority.

Mr. McCallister noted this project is in District 4.

Mayor Ellis said if they need more information they can provide it for them.

Mr. Muhammad said he received the five year Capital Outlay Plan that was approved, and he said he thinks there is a communication problem. He said this Council doesn't hear from the administration enough and he said before the budget comes up the Council needs to do some amending. He said all the money he saw in the five year project very little is coming to South Monroe.

Mr. McCallister said he would break down the numbers for Councilman Muhammad and he said he would like to read it for the record. He said excluding city wide projects such as the water treatment plant and Texas/Standifer. He said what he is about to read is District specific and he said District one 8.6 million, District two 8.4 million, District three 56.5 million, District four 98.1 million and District five 36.8 million. He noted ninety-one percent of the dollars are going to District 3, 4, and 5 that's the data. He further noted no matter what they say is going on and no matter what they say they see this is the data.

Mr. Muhammad said this needs to be done outside of the Council meeting.

Mr. McFarland said let's deal with some facts and when talking about District 4 it wasn't District 4 at first it was drawn in. He said it seems as if they want to develop and he wants the whole city to be upgraded. He said he want them to do everything possible for the entire city, but he doesn't see any type of movement on the Southside of Monroe. He said a portion of Downtown is District 4, but it was added in when they pushed them to a point to redistrict and carve that in. He said don't play him for a fool because he is not a fool, and he said he need to see some movement on the Southside of Monroe.

Mr. McCallister stated there is movement taking place.

Mr. McFarland said all they need to understand is the fact that there is really no movement on the South. He said they are talking about a OneRoe, and they need to see something done on the Southside of Monroe. He said all the painting a false narrative is over with, and he said they are not a rubber stamp Council. He noted they will ask questions, and the previous Council would just nod their head and go on but it's a different story now.

Mr. McCallister wanted to know when this information was provided to the Council.

Mr. McFarland noted the Council need to have a budget hearing and go through each line item. He said the Council needs to go through the budget to see who is over budget and adjust the budget. He said it's time the Southside wake up and see what has been going on. He said he is asking the Chair to very quickly call a budget hearing to see what money was already spent, where it went, and what the Council needs to adjust. He further noted he will not support anything else if he sees no project or some movement happening on the Southside of Monroe.

Ms. Woods noted she would get with Mrs. Stacy Rowell, Director of Administration, about a budget hearing.

Ms. Marie Brown, 1002 South 5th Street, stated what made are rise was when Mr. McCallister was spouting off all that they are getting in South Monroe. She said yes, they are getting a lot of blue signs some say TBA, and some are in positions where the work is sloppy. She said if this administration is spending millions of dollars that they cannot see that is a problem. She wanted to know who the City are giving these contracts to and she said everybody will benefit from infrastructure because everything flows South of Monroe. She said she is still upset about the Trunkline with \$7 million allocated only \$2 million has been spent on it. She said they can put infrastructure under the ground and something for beautification on top of ground why they can't do the same thing in the other districts. She said she has been saying for years OneRoe is not going to work, and everything is being shifted downtown and the boarder of the river. She said they already know that was the Mayor's platform but at some point they would have to share the wealth. She said they are going to have to start seeing things they can enjoy in the community. She said she is tired of looking at signs saying it's a lot of work about to go on but there are no contractors on it. She said to be announced means nothing to her and she said take them up put them out when the work starts. She said if they look at the signs there are no jobs listed and everybody know what those signs means it is time to move unless the work is about to start. She said they have to follow the money and if they are not following the money what are they doing. She said they are having all kinds of problems with the Southside falling in and sewage all over everywhere and it's not going to be a problem until it back up in North Monroe.

Mr. Billy Varner, 6414 Cypress Point Drive, stated to the Council and the Mayor he is appalled and hurt because the way this Council is displaying and what they are saying. He said who is throwing bottles in ditches and who is degrading the Southside. He said they haven't talked about the cars in the front yards with no tires and the people over there are the ones destroying the Southside. He wanted to know when will they address individuals that are degrading the Southside and he said they want everything for the Southside, but nobody is taking care of the Southside. He stated they put money over there and it's gone. He further stated they have to have sewage and what good is it to put flowers to make a pretty city when it's flooding, and they can't walk outside. He said he was raised on the Southside, and no one is saying anything about cars in the yard, won't mow their yard, and won't keep the property up. He noted this is a divided Council and Mayor is not the Mayor of the Southside, but he is the Mayor of City of Monroe. He said he heard Councilman speak about not getting a call. He said his phone goes out and comes in pick up the phone and call him if they want to resolve the problem. He said they all can come up and complain

about everything, but they will have to be a community, be united, and quick pointing the finger. He said go in the districts and teach civics 101 for the constituents of the district will understand what the Council do. He said right now they have young people who don't even know what the Council does, and they don't teach it in the schools anymore. He said they can point the finger but who suffers our kids, our grandkids, and the entire City of Monroe.

Ms. Kenya Roberson, 116 Glenwood Drive, stated she heard what Mr. Varner said and what Mr. McFarland said but no one can control every individual. She said they can't control every single person that litters but when they elect people they are supposed to allow them to speak for them. She said if they do not want people to speak for us then they go to the poles and vote for a different person. She said sometimes when you are fighting, and it seems like you are being bitter because you want more. She noted she is not saying nothing is being done on the Southside and she was raised on the Southside; however, she does see a difference. She said she knows that there is a difference in the infrastructure on Northside and the Southside and she is not saying what the City is doing on the Northside is not needed. She said she is saying it is needed throughout and quite contrary to what people feel or how they say Districts 3, 4, and 5 are the majority. She said she want her children to be proud of where they come from, and she want them to not be almost fifty and see a difference. She said she want them to see the neighborhoods and schools are good. She said it doesn't take rocket science just drive the streets, and she said she truly believe this Council is concerned. She said she doesn't feel a Council should be beaten up because they are voicing what they have been fighting for and finally they can be heard. She said she doesn't miss a Council meeting even if she is sick, she is here and concerned. She said she is not doing this for political gain but because she lives here in this city, have children here, she works here, and she serves, and she is concerned. She said she appreciates her Council speaking up for them and it works both ways, but it is clear there is a communication break done across the board. She said it hadn't just started and everybody need to reanalyze prior to coming in on Tuesday's and say let's take care of business do the same across the board.

Mr. Curtis Garth, 2300 Georgia Street, said he has heard some good stuff but when he first came up he would like the Council to consider the City of Monroe, and the City Council have a duty to take care of the individual first.

Mr. Muhammad made a substitute motion to Passover this item until the next Council meeting. He said he is not prepared to vote and doesn't want to vote it down. He said they have to get more information for them to not get in these settings and all this stuff happen. He said they have to begin to communicate across the board and he said he reads, and he does his homework. He said when he got the information for the Capital Infrastructure for the five years coming up he doesn't like it because he is fighting for fifth district. He said they need to go back and amend it because it was approved by the previous Council.

Mrs. Ezernack wanted to know how the first motion rolls into Mr. Muhammad's.

Mr. Brandon Creekbaum, City Attorney, said a substitute motion can override the principal motion if the will of the Council is to go with the substitute.

The Chairman called for the vote on the substitute motion to Passover the item until the next meeting.

(Mr. Harvey aye, Mrs. Ezernack aye, Ms. Woods aye, Mr. McFarland aye, and Mr. Muhammad aye)

Ms. Woods noted in her time as Council she hasn't seen this before and she has been on the Council eight years going into her ninth year. She said what is important here is everybody's opinion matters and she asked that they respect the opinion of everyone. She said her heart is heavy and she doesn't like for her heart to be heavy. She said they are doing so much right now as a Council, and she didn't like how anything played out this evening. She said they have to stop with the trickery and bullying. She said they have to talk to each other, and she stated Rev. Byrd is her friend and has been her friend for a very long time. She further noted she didn't like the position she was in, and they shouldn't have to bully. She said to have a conversation first and everyone get on one accord. She said they say they are one city, and they should get together and talk about it before it ever comes out. She said they see it on tv, and it hadn't come to them yet and it's not

fair. She said so many people thought this was a done deal and they didn't know it had to come to Council for confirmation, that's not good. She said she is feeling a type a way and she doesn't like feeling backed in a corner. She said this meeting didn't turn out the way she thought it should turn out, but they will continue on, but she is requiring that they have order.

Reverend Ike Byrd III stated he wanted to speak his heart, and he said the Council said they were unaware of this appointment. He said he called the Council Chair when he found out this had to come before the Council. He said he told the Chair about the Mayor's offer of this appointment, and she gave him her word that he has her vote. He said she said she would support him because she recognized the work he does in the community. He further noted he spoke with Mr. Muhammad for a while concerning this and he said he thinks he would be a good choice, and he would have to see if there is anybody else that is going to be a part of this vote. He said he called Bishop McFarland twice and left two voice messages about this appointment and he never returned his call. He said he spoke with the Chair again and she stated he needed to talk to Bishop. He said he got a message from the Chairwoman again and she said have him and Bishop made peace, and he said he didn't know Bishop had a problem with him. He said he told the Chair he doesn't base his relationship or his support of anybody based on how someone else feels about them. He said he doesn't know what the issue is personally but whatever the personal issue is that is between them and God.

Mr. Muhammad stated this is a personnel matter that doesn't need to be displayed in this setting and he asked that the Council carry on with the meeting.

Ms. Karen Gant, 2411 Wood Street, said this is the perfect example of what can happen when somebody like Mr. Ellis (Mayor) try to pitch this community against each other. She said this is what is happening right now, and they are trying to get on one accord. She said they are trying to be cohesive as a community and as a district. She said he has some new folks, and he has to swallow it and that is the way she sees it. She said Councilwoman Woods is her sister and she is also her Councilperson. She said she gets to sit back just like every other citizen, and she can detach herself from being her sister and be a citizen of Monroe. She said this is the perfect example of the start of them being pitched against each other and don't fall for the okey-doke.

(b) Upon motion of Mr. Harvey, seconded by Mrs. Ezernack and unanimously approved to consider request from the Purchasing Division for authorization for an authorized City representative to advertise for bids for the Barbados Blvd Pavement & Drainage Repairs. The engineer's estimate is \$1, 233,060.00. The DBE goal is 15%, and the Capital Infrastructure Funds are the source of funds. (There were no public comments.)

Mr. Muhammad stated again he will make a substitute motion that the Council Passover this item and he wanted to know when was the last time the Capital Infrastructure Commission meet.

Mr. McCallister noted July 2023.

Mr. Muhammad said that is a problem, but the City is moving projects out of the Capital Infrastructure, and they hadn't met in a year. He wanted to know who is approving the projects and who is coming up with them. He said that is the reason the Council is making these appointments to get people in place that will represent their community and fight to bring projects to the Mayor that the Mayor can bring to them. He said if they have moving projects out of the Capital Infrastructure Commission they are moving money out of this fund.

Mr. McFarland second Mr. Muhammad motion.

Mr. Harvey said Mr. McCallister can correct anything he says wrong, but this project is where a section of the road in front one of the fire department started caving in. He said a sewer line collapsed probably somewhere in the last 18 months.

Mr. Muhammad wanted to know why Mr. Harvey is the only one who knows about it.

Mr. Harvey said he walks by it every day.

Mr. Muhammad said the City is moving projects that the Council doesn't have any knowledge of.

Mr. McCallister said he hears Mr. Muhammad loud and clear in regard to the Capital Infrastructure Commission and he would answer why he hasn't called a meeting in over year. He said in early

July they had a meeting and discussed certain projects and after that meeting he was pulled aside by one of the members and directed and plead to not to spend money on a specific project. He noted two weeks later in the Chambers in a public meeting before the press and community that same individual stood up and accused him of not caring about that same project that they directed him not to spend money. He further noted he has not met with that Commission, and he said they are an advisory committee they will began meeting again.

Mr. Muhammad said that is not fair and he has asked who is the chairman. He said the chairman should call the meeting not Mr. McCallister.

Mr. McCallister stated he provided that information to Mr. Muhammad and he hasn't heard back from anyone. He said he can call the meeting, but it would be better if the Chair would call the meeting.

Mr. Muhammad said if they going to do what is right and he is here to do what is right. He said the City has moved several projects and he doesn't know how much money is in that fund now. He said someone told him it is down to \$17 million from \$70 million and he said they will put some brakes on this until they get clarity. He said the City is moving to much money.

Mr. McCallister said he would like to address the money and the figures that have been thrown around.

Mr. Muhammad said not tonight the Council will just Passover and get on one accord.

Mr. McCallister said this project is on the intersection of West Deborah and Barbados there is a major drainage line that is collapsing. He said it is an old CMP (corrugated metal pipe) line and they have video and capture footage up and down. He said the River Oaks fire station is losing a substantial portion of the parking lot as drainage pipe continues to collapse. He said public works has filled in residents driveway on number of occasions with asphalt, water line relocation, and concrete pavement in the roadway is being replaced. He said back to the fire station drive aprons for the River Oaks fire station will be replaced.

Mr. Muhammad said he needed that in the packet, and he received was a letter asking for the money for the approval.

Mr. McCallister apologized for that he said this came from purchasing and they will get on the same page.

Mr. McFarland said the Monroe Infrastructure Commission hasn't met since July 2023 and he wanted to know who is authorizing the money to be pulled out of the account.

Mr. Harvey said it is an advisory commission.

Mr. McFarland said why have a commission in place if they are not going to function. He said that is why they have to pump the brakes on this and get this in place because he is hearing the same thing Mr. Muhammad is hearing the account once had \$70 million in it now down to \$17 million. He said that is problematic and they don't have the people in place that should be having these monthly or bimonthly meetings. He noted there are those making decision, and the Council don't know what is going on and with that being said he support Mr. Muhammad motion to Passover.

Mr. Muhammad said the reason he is concerned about this commission is the fund helps to pay to pave and repair the streets. He said a lot of streets are being neglected but they are moving projects. He said he understands this is to repair a street, but they need to met so they can prioritize some things.

Mr. Harvey stated he would like to ask the Council to reconsider this because ultimately he doesn't want to be the person that says because they decided to wait they can't get fire trucks out of the fire station which is a difference in people lives. He said it is in his district and this is something he cares a lot about he has seen fires in that neighborhood. He said he is not going to have a good answer when he says they didn't fight for this because it didn't meet the timing.

Mr. Muhammad said he feels it is important, but the Council is not getting the information about the scope of work and the seriousness of what is going on.

Mr. Harvey said both of those things could be true. He noted this can be an important project and they can still get improvements on how people present paperwork.

Mr. McFarland called for the vote.

Mrs. Ezernack wanted to stress the Council this is not approving for this work to be done and the Council is only approving for them to go out for bids for this project. She said it still has to come back with all the information that Mr. Muhammad has requested but this is just the bid process to get it in motion. She said to Mr. Harvey concern the Council still have a big point of time before they can authorize the project to happen. She said which could be detrimental and horrible thing if the road collapsed and fire trucks could not get out.

Mr. Bronson Moss, Administrative Assistant to the Fire Chief, said this is just for the Council information that particular fire station (3) services that area that is very limited access into there and it takes a minute to get other trucks up there if that truck fails to respond. He said that station provides backfill for other stations and this city is an ecosystem of fire stations they are all kind of connected. He said that station fire truck is about 60,000 pounds and they have uncertainty about the foundation or the stability of the ground there and it's a huge hole that is eating into the parking lot where responders park. He said it appears to be moving closer to that apron and all that system down through there goes under these drives that these heavy trucks pull in and out of. He said it would be pretty disastrous if that trunk came and fell on the ground.

Mayor Ellis said also when it comes to Capital list there are things that have been recognized as a project that needs to have funding to it. He said if those things collapse similar to Hadley sewer line those projects then leapfrog the other projects because it is in a borderline emergency status. He said recognized as needing to be fixed but when they start collapsing and the infrastructure starts failing those get moved to the front of the line especially when the fire department raises a flag.

Mr. Muhammad said he appreciated the information and again he would like to have the information prior to coming to the meeting. He said he would withdraw his motion if it is that important.

Mr. Brandon Creekbaum clarified there was an original motion to approve, and it was substituted by a second. He noted Mr. Muhammad withdrew the substitute motion and Mr. Harvey would need to remake his motion.

Mr. Harvey motion to consider a request from the purchasing division seconded by Mrs. Ezernack.

Department of Planning & Urban Development:

(a) Upon motion of Mr. McFarland, seconded by Mr. Harvey and unanimously approved Resolution No. 8779 authorizing the City of Monroe to apply for and accept grant funding through the US Department of Housing and Urban Development (HUD) "Older Adult Home Modification" Grant Program and further providing with respect thereto. (There were public comments.)

(b) Upon motion of Mr. McFarland, seconded by Mr. Harvey and unanimously approved Resolution No. 8780 authorizing the City of Monroe to apply for and accept grant funding through the US Department of Housing and Urban Development (HUD) "Healthy Homes Production" Grant Program and further providing with respect thereto. (There were no public comments.)

Mayor's Office:

(a) Upon motion of Mrs. Ezernack, seconded by Mr. Harvey and unanimously approved Resolution No. 8781 approving a Memorandum of Understanding by and between the City of Monroe and Lafourche Parish Government and further providing with respect thereto.

Ms. Mondrian Douglas, 5513 Long Drive, wanted to know if the Memorandum of Understanding is a legal agreement.

Mr. Creekbaum stated it is similar to a Cooperative Endeavor Agreement that terminology is used when dealing with other governments.

Ms. Douglas wanted to know what the City needs from Lafourche government and who will be overseeing those funds.

Mayor Ellis said the City of Monroe augmented the State shelter needs during times of disaster for a number of years. He said Lafourche, Terrebone, and St. John the Baptist evacuated directly to the City of Monroe versus going directly to mega shelters. He said this is something the City works closely with FEMA, GOSHEP, and many members throughout the State so their residents can shelter here in their time of need. He said it is an operating agreement that the City cares for their residents. He said it is an agreement of what is excepted and the reimbursement for expenses that are incurred for sheltering.

Mrs. Ezernack said she thinks the biggest thing is they know where they can bring their people and have a place that will be ready for them in case of an emergency.

Ms. Douglas wanted to know if the City have something in place where they can get the same thing from them.

Mayor said it is spelled in the agreement.

Ms. Douglas wanted to know if the City Council have any input on the community centers chosen.

Mayor Ellis stated they have been predetermined.

Ms. Douglas wanted to know if the City can move forward on an agreement without the community centers being brought up to code.

Mayor Ellis noted they walk the facilities just to be sure that all the needs are met.

Mrs. Ezernack said the City had grant money for providing showers and things of that nature.

Mayor Ellis stated the City is starting to see a benefit that shelters are eligible for federal buckets because the City augmented sheltering. He further stated he believes Senator Kennedy and Cassidey have both submitted for four and half million dollars for each of centers for upgrade.

Ms. Douglas wanted to know if the City of Monroe would be using the Lafourche Parish emergency preparedness guide to help spearhead this and who will they be collaborating with. She wanted to know if it will be privacy of the legal Council and the administrator over the planning and zoning.

Mayor Ellis noted that would be the community affairs director who is over the shelter typically fire, police, and other folks like that such as GOSHEP, FEMA, and DCFS.

Ms. Douglas wanted to know if this Memorandum of Understanding strips any legislative powers away from the Council.

Chief Jimmie Bryant, Chief Operating Officer, stated for the Council's knowledge when the governor assigns a disaster declaration all the rules change. He said they technically can take our stuff, your house, and use it for whatever purpose they deem necessary. He said they could have people from wherever those affected areas are and the City have no control whatsoever. He further stated the memorandum allows Lafourche Parish residents to stay together, come to one site, they are registered, and signed in on a bus. He said it is typically people that have no other means of getting out of harms way. He said the City have preparatory things to do before they get here because they have to give a certain amount of notice.

Ms. Douglas wanted to know if the City has a fleet of their MOU's for other parishes.

Chief Bryant said there are three.

Ms. Douglas wanted to know why Lafourche was so distinct that they could come in and take control of the community centers. She said if this is mandatory, for the City to hold off on this to see the details of this agreement. She said if the funds are allocated to Emily P. Robinson will Emily P. be able to receive those funds.

Chief Bryant noted for understanding the City is sign an MOU with Lafourche and they are essentially a landlord. He said any cost that the City incur they are going to reimburse the City which should be minimum.

Mrs. Stacy Rowell, Director of Administration, said there are rental fees they have to pay on a per day basis. She said the goes into the City general building usage fees.

Ms. Douglas noted it's very important for them to understand before agreeing to anything. She said those community centers in question are inside targeted areas and she wanted to know if it is also wrapped inside the contract.

Ms. Woods said they can entertain some questions on this a little bit later and she would connect Ms. Douglas to whom she would need to talk too. She said she would like to keep the meeting going and she appreciated her concern and interest, and she asked Mr. Creekbaum to talk to Ms. Douglas after the meeting.

Mr. Muhammad stated he emailed Mr. Bryant, and he thinks he received clarification. He said he wanted to know where the funds go, and he think it was said they go back into the general funds. He said the account doesn't have any revenue and he would like to see maybe at the next Budget Hearing that some of the money go back into the centers. He said Johnson community center is in horrible shape, and they have to do something about it. He stated they will come back with an ordinance to direct some of the money that can be earmarked for repairing centers.

Mr. McFarland noted again he urged the Chairman to hurriedly have a Budget Hearing to go through line items.

Engineering Services:

(a) Upon motion of Mr. Harvey, seconded by Mrs. Ezernack and unanimously approved Resolution No. 8782 accepting as substantially complete work done by the Lemoine Company for the WPCC-Equalization Basin Aeration System Project and further providing with respect thereto. (There were no public comments.)

INTRODUCTION OF RESOLUTIONS & ORDINANCES:

(a) Upon motion of Mr. Muhammad, seconded by Mr. McFarland and approved to Introduce an Ordinance repealing Ordinance No. 12,192, which purported amended the Monroe City Charter without voter approval, and to restore the Charter to its prior state. (There were no public comments.) (Mr. Harvey nay)

Mrs. Ezernack noted this is for introduction only and it will give them more time to research this particular item. She further noted for introduction purposes only she will vote aye.

(b) Upon motion of Mr. Muhammad, seconded by Mr. Harvey and unanimously approved to Introduce an Ordinance authorizing the City of Monroe to take corporeal possession of and sell to Karen M. Jefferson, all rights, title, and interest that the city may have acquired to the Lot in Lot 1, Sq.2, Resub Sq. 18, Terminal Heights Addition, Ouachita Parish, no situs – Reed St., District 4, Monroe, La, by Adjudication at Tax Sale dated June 4, 20218, and further providing with respect thereto. (There were no public comments.)

Mr. Muhammad wanted to know the address of this location.

Mr. Creekbaum stated there is no street address it's a lot, and that is what no situs means.

(c) Upon motion of Mr. McFarland, seconded by Mr. Harvey and unanimously approved to Introduce an Ordinance authorizing the City of Monroe to take corporeal possession of and sell to Kevin Lee, all rights, title, and interest that the city may have acquired to the Lot 6, Square 19, Alexander's Addition, Ouachita Parish, 3910 Lee, District 4, Monroe, La, by Adjudication at Tax Sale dated June 4, 2018, and further with respect thereto. (There were no public comments.)

(d) Upon motion of Mr. Muhammad, seconded by Mr. McFarland and unanimously approved to Introduce an Ordinance amending and re-enacting Charter 13 of the Monroe City Code, Entitled Drainage and Flood Control, and further providing with respect thereto. (There were no public comments.)

(e) Upon motion of Mrs. Ezernack, seconded by Mr. Harvey and unanimously approved to Introduce an Ordinance approving a Lease Agreement between the City of Monroe and Miller International Properties, LLC for the parcel and building located at 507 Wood Street and further providing with respect thereto. (There were no public comments.)

Mayor Ellis leaves City Council Meeting at 7:59 p.m.

Citizen's Participation:

Mr. Curtis Garth, 2300 Georgia Street, said he reported to the Monroe Police Department that a government tried to do attempted murder against him. He said he came and ask the City of Monroe and the Council at the meeting what they would do about it. He said he asked to be put on the agenda and he wanted to know the status.

Ms. Woods said Mr. Garth should speak with Mr. Creekbaum

Mr. Creekbaum said he is not over the Monroe Police Department, and he doesn't investigate crimes or know the status of them. He said he is sure they can direct him to the correct department.

Mr. Garth said this is the City Council's and the City of Monroe job. He said the Monroe Police Department is part of the City of Monroe and it's the City Council job to make sure each department or agency do what is right.

Ms. Woods said it is not the responsibility of the Council to oversee the department but that is the responsibility of the administration.

There being no further business to come before the council, the meeting was adjourned at 8:03 p.m., upon motion of Mrs. Ezernack and it was seconded by Mr. Harvey.

Ms. Juanita G. Woods

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./Mrs. _____, who moved for its adoption and was seconded by Mr./Mrs. _____.

A RESOLUTION REQUIRING SPECIFIC COUNCIL AUTHORIZATION FOR ALL PUBLIC WORK CONTRACTS AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe frequently contracts with third parties to complete public work projects, including projects for the erection, construction, alteration, improvement, or repair of the City’s public facilities or immovable property owned, used, or leased by the City;

WHEREAS, all contracts for public work projects exceeding \$30,000 in value shall specifically be approved by the City Council prior to award and execution; and

WHEREAS, any contract entered into without specific authorization by the Monroe City Council shall be null and void and without effect.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that:

Section 1. Scope. This resolution applies to all contracts for public work projects, including projects for the erection, construction, alteration, improvement, or repair of the City’s public facilities or immovable property owned, used, or leased by the City, that exceed \$30,000 in value and are entered after the date of this resolution;

Section 2. Prohibition. Notwithstanding any law, ordinance, or resolution to the contrary, no person has the authority to enter or execute any contracts on behalf of the City of Monroe for public work projects exceeding \$30,000.00 in value without the City Council’s express authorization.

Section 3. Manner of Approval. The City Council’s authorization for such contracts may only come by specific approval for each contract in a manner authorized by law or the City of Monroe Charter.

Section 4. Invalidity of Contracts. Any public work contracts exceeding \$30,000 in value entered without the Monroe City Council’s express authorization shall be null and void, without effect, and subject to nonpayment.

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 September 2024.

CHAIRPERSON

CITY CLERK

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION APPOINTING ELIJAH BRASS TO THE MONROE CAPITAL INFRASTRUCTURE COMMISSION.

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

WHEREAS, the Monroe City Council shall appoint three members to serve on the Commission, one of which shall be a Council member, for four (4) year terms; and

WHEREAS, the Monroe City Council desires to appoint Elijah Brass to serve as a Monroe City Council appointee on the Commission for a term beginning September 11, 2024, and ending on September 10, 2028.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that Elijah Brass be, and is hereby, appointed to the Monroe Capital Infrastructure Commission as a Monroe City Council appointee for a term beginning September 11, 2024, and ending on September 10, 2028.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION APPOINTING FRANKIE MILLER TO THE MONROE BOARD OF ADJUSTMENT.

WHEREAS, City of Monroe Code Section 37-2 and La. R.S. 33:4727, *et seq*, permit the Monroe City Council to appoint the members of the Monroe Board of Adjustment;

WHEREAS, there is currently a vacancy on the Monroe Board of Adjustment due to the resignation of Valeria Rowley, who was appointed to a five-year term beginning October 12, 2021, and ending September 30, 2026;

WHEREAS, the Monroe City Council desires to appoint Frankie Miller, a landowner and qualified voter within the City of Monroe, to fill the unexpired term of Valeria Rowley, ending September 30, 2026.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that Frankie Miller, be, and is hereby, appointed as a member of the Monroe Board of Adjustment to fill the unexpired term ending September 30, 2026.

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 September 2024.

CHAIRPERSON

CITY CLERK

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION APPOINTING EDDIE J. DOUZART, III TO THE MONROE CAPITAL INFRASTRUCTURE COMMISSION.

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

WHEREAS, the Monroe City Council shall appoint three members to serve on the Commission, one of which shall be a Council member, for four (4) year terms; and

WHEREAS, the Monroe City Council desires to appoint Eddie J. Douzart, III to serve as a Monroe City Council appointee on the Commission for a term beginning September 11, 2024, and ending on September 10, 2028.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that Eddie J. Douzart, III be, and is hereby, appointed to the Monroe Capital Infrastructure Commission as a Monroe City Council appointee for a term beginning September 11, 2024, and ending on September 10, 2028.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION RE-APPOINTING DONALD JOHNSON TO THE BOARD OF DIRECTORS OF THE INTERSTATE 20 ECONOMIC DEVELOPMENT CORPORATION.

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

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

WHEREAS, Councilman Douglas Harvey desires to re-appoint Donald Johnson to serve as the District 1 representative on the I-20 EDC Board of Directors.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that Donald Johnson be, and is hereby, re-appointed to the Board of Directors of the Interstate 20 Economic Development Corporation as the member appointed by Councilman Douglas Harvey.

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 September 2024.

CHAIRPERSON

CITY CLERK

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION RE-APPOINTING CHARLES PRITCHARD TO THE BOARD OF DIRECTORS OF THE INTERSTATE 20 ECONOMIC DEVELOPMENT CORPORATION.

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

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

WHEREAS, Councilwoman Gretchen Ezernack desires to re-appoint Charles Pritchard to serve as the District 2 representative on the I-20 EDC Board of Directors.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that Charles Pritchard be, and is hereby, re-appointed to the Board of Directors of the Interstate 20 Economic Development Corporation as the member appointed by Councilwoman Gretchen Ezernack.

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 September 2024.

CHAIRPERSON

CITY CLERK

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

RESOLUTION GRANTING AN EXCEPTION TO THE OPEN CONTAINER ORDINANCE TO THE TWIN CITY ART FOUNDATION FOR AN EXHIBITION RECEPTION AND TALK FOR THE RIVER IS THE ROAD: PAINTINGS BY GEORGE RODRIGUE AT THE MASUR MUSEUM OF ART PURSUANT TO MONROE CITY CODE SEC. 12-231 D. (OPEN CONTAINER ORDINANCE), AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, The Twin City Art Foundation applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D., for a permit for a special event, "An Exhibition Reception and talk for The River is the Road: Paintings by George Rodrigue" to be held at the Masur Museum and on the grounds as well, Thursday, October 17, 2024 from 6:00pm until 8:00p.m. There will be security for the purpose of obtaining an exception to the Open Container Ordinance for said event, and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the Twin City Art Foundation be and is hereby granted a permit for a special event, "An Exhibition Reception and talk for The River is the Road: paintings by George Rodrigue" to be held at the Masur Museum and on the grounds as well, Thursday, October 17, 2024 from 6:00pm until 8:00p.m. This Resolution shall act as an exception only to the open container for said event pursuant to Monroe City Code Sec. 12-231 D.

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

AYES:

NAYS:

ABSENT:

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

CHAIRMAN

CITY CLERK

masurmuseum

Twin City Art Foundation

June 25, 2024

Board of Trustees

Ann Bloxom Smith
Chairman
Hal Hinchliffe
President
Tiffany Jackson
Vice President
Scott Higginbotham
Secretary- Treasurer

Brad Arender
Douglas Breckenridge
Leigh Buffington
Brooke Cassady
Judge Aisha Clark
Drék Davis
Jay Davis
Gretchen Masur Dean
K'Shana Hall
Sarah Hoffman
Gregory Hudgins
Sara Holley
Carrick Inabnett
Sarah Jarrett
Kay La-France Knight
Quilwanti Lewis
Kara Platt
Roxanne Santos
Pashen Sims
Cheryl Sutton
Cliff Tresner

Carolus Riley
City Council Clerk
City of Monroe

Carolus,

The Twin City Art Foundation will be hosting an event, an exhibition reception and talk for *The River is the Road: Paintings by George Rodrigue*, at the Masur Museum of Art located at 1400 South Grand Street in Monroe, Louisiana, 71202. There will be alcohol served at this event. The reception is scheduled to be held on Thursday, October 17, 2024, from 6:00 pm until 8:00 pm. We request an exception to the open container ordinance for this event. The event will be held inside the museum, though people may walk around the grounds with their beverages. Please let me know if you need any additional information and thank you.

Best Regards,



TCAF is a 501© (3)
arts organization.

Evelyn Stewart, Director, Masur Museum of Art

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





TWINCITY01

ATHOMSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2023

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

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

PRODUCER Thomas & Farr Agency P.O. Box 2110 Monroe, LA 71207	CONTACT NAME: PHONE (A/C, No, Ext): (318) 388-1472 E-MAIL ADDRESS: angela@tfins.com	FAX (A/C, No): (318) 388-1290
	INSURER(S) AFFORDING COVERAGE	
INSURED Twin City Art Foundation 1400 South Grand Monroe, LA 71202	INSURER A: Ohio Casualty Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	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"/> Liquor Liability	X		BDO58348630	10/18/2023	10/18/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ OTHER: \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Per accident) \$ 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) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			BDO58348630	10/18/2023	10/18/2024	Per Occurrence 1,000,000

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

CERTIFICATE HOLDER City of Monroe Masur Museum 1400 South Grand Monroe, LA 71202	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 <i>Jerry W. Thomas</i>
--	--



FROM THE OFFICE OF
MAYOR FRIDAY ELLIS

June 11, 2024

To Whom It May Concern:

It is my understanding that Masur Museum will be hosting an event, "George Rodrigue Exhibition", on Thursday, October 17, 2024, from 6:00pm to 8:00pm. The event will be held at Masur Museum located at 1400 South Grand Street, Monroe, Louisiana, 71202. Alcohol will be served at the event.

Masur Museum 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: 318-329-2610

To: Chief Victor Zordan

From: Cpl. Kwasic Heckard

Re: Masur Museum

Sir,

The Twin City Art Foundation is hosting a reception for exhibit at the Masur Museum on Thursday, October 17, 2024. This event will be from 5:30 p.m. – 7:30 p.m. Alcohol will be consumed at this event. They're expecting 150 individuals to attend this event. They will need a no objection letter to get their ATC permit to get their alcohol donated for the event. This event will need to be placed on the city council agenda. They will have two off-duty officers working at this event.

Respectfully submitted,
Cpl. Heckard

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

RESOLUTION GRANTING AN EXCEPTION TO THE OPEN CONTAINER ORDINANCE TO THE CHENNAULT AVIATION & MILITARY MUSEUM FOR A HOT AIR BALLOON FESTIVAL PURSUANT TO MONROE CITY CODE SEC. 12-231 D. (OPEN CONTAINER ORDINANCE), AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, The Chennault Aviation & Military Museum applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D., for a permit for a special event, "Hot Air Balloon Festival", to be held Friday, October 25, 2024 from 4:00pm-9:00pm, Saturday, October 26, 2024 from 11:00am-9:00pm and Sunday, October 27, 2024 11:am-4:00pm in the large field south of the Museum, 701 Kansas Lane 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 General Claire L. Chennault Foundation, be and is hereby granted a permit for a special event, "Hot Air Balloon Festival", to be held Friday, October 25, 2024 from 4:00pm-9:00pm, Saturday, October 26, 2024 from 11:00am-9:00pm and Sunday, October 27, 2024 11:am-4:00pm in the large field south of the Museum, 701 Kansas Lane. There will be off duty officers assisting with the event. This Resolution shall act as an exception only to the open container for said event pursuant to Monroe City Code Sec. 12-231 D.

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

AYES:

NAYS:

ABSENT:

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

CHAIRMAN

CITY CLERK

Carolus Riley

From: Kwasic Heckard
Sent: Monday, July 15, 2024 3:24 PM
To: Carolus Riley; Kimberly Essex
Cc: Danielle Barton
Subject: Hot Air Balloon Festival
Attachments: Hot Air Balloon Festival.pdf

Good afternoon,

Here is the event permit for the Hot Air Balloon Festival that is coming up this October. They will need a no objection letter to get there ATC permit for the event. This event will also need to be placed on the council's agenda for an open container exemption letter. They will forward me the certificate of insurance for the event once they get it.



CITY OF MONROE



POLICE DEPARTMENT

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

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



FROM THE OFFICE OF
MAYOR FRIDAY ELLIS

July 18, 2024

To Whom It May Concern:

It is my understanding that Chennault Aviation Museum will be hosting a Hot Air Balloon Festival in October. The days and times for this event will be Friday, October 25, 2024, from 4:00-9:00p.m., Saturday, October 26, 2024, from 11:00a.m.-9:00p.m., Sunday, October 27, 2024, from 11:00a.m.-4:00p.m. The event will be held in the large field south of the museum, located at 701 Kansas Lane, Monroe, La 71203. They are expecting 10,000 individuals to attend over the 3-day event. Alcohol will be served at the event.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Friday Ellis".

Friday Ellis
Mayor



POLICE DEPARTMENT
CHIEF VICTOR ZORDAN

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

To: Chief Victor Zordan

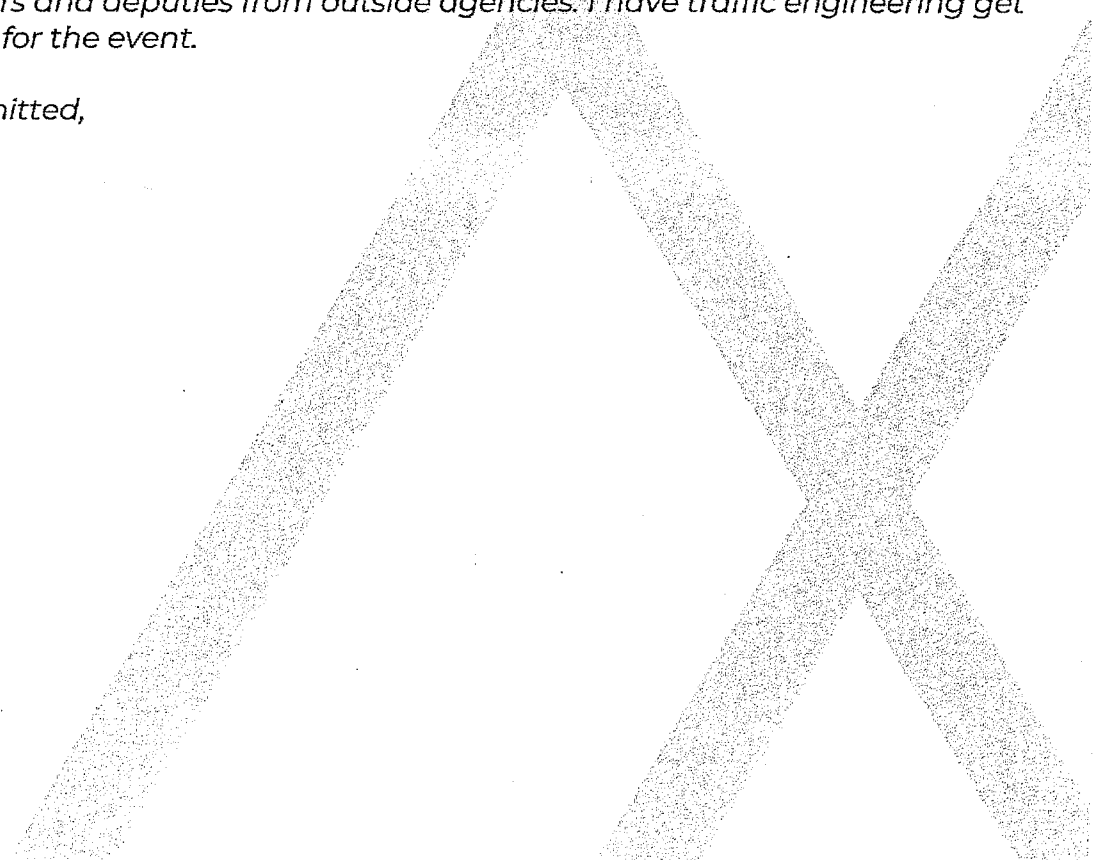
From: Cpl. Kwasic Heckard

Re: Hot Air Balloon Festival (Chennault Aviation Museum)

Sir,

Chennault Aviation Museum is hosting a Hot Air Balloon Festival in October. The days and times for this event will be Friday, October 25, 2024, from 4:00-9:00pm, Saturday, October 26, 2024, from 11:00am-9:00pm, Sunday, October 27, 2024, from 11:00am-4:00pm. The event will be held in the large field south of the museum. They're expecting 10,000 individuals to attend over the 3-day event. Alcohol will be sold and consumed at this event. The event will have food truck vendors and several different live bands performing each day of the event. This event will need to be placed on the city council's agenda for the open container exemption letter. They will also be applying for their ATC permit for the event. They will hire 4-5 MPD off-duty officers to work at the event. There will also be 15 volunteer officers and deputies from outside agencies. I have traffic engineering get traffic control out for the event.

Respectfully submitted,
Cpl. Heckard



RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

RESOLUTION GRANTING AN EXCEPTION TO THE OPEN CONTAINER ORDINANCE TO THE NORTHEAST LOUISIANA CHILDREN'S COALITION FOR THE 2ND ANNUAL HARVEST UNDER THE STARS: A TASTE OF THE GARDEN PURSUANT TO MONROE CITY CODE SEC. 12-231 D. (OPEN CONTAINER ORDINANCE), AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, The Northeast Louisiana Children's Coalition applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D., for a permit for a special event, "The 2nd Annual Harvest Under the Star: A Taste of the Garden", to be held Saturday, September 14, 2024 from 5pm until 10pm. The exception is for an outdoor event at their establishment located at 117 Hall Street, and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that The Northeast Louisiana Children's Coalition, be and is hereby granted a permit for a special event, "The 2nd Annual Harvest Under the Stars: A Tase of the Garden", scheduled for Saturday, September 14, 2024 from 5pm until 10pm. The exception is for an outdoor event at their establishment located at 117 Hall Street. There will be off-duty officers assisting with the event. This Resolution shall act as an exception only to the open container for said event pursuant to Monroe City Code Sec. 12-231 D.

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

AYES:

NAYS:

ABSENT:

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

CHAIRMAN

CITY CLERK

Description Of Operations, Premises, And Operations

Description Of Operations:	Event Name: Harvest Under the Stars	Attendance: 200
	Event Dates: 9/14/24	Event Location: Children's Coalition Parking Lot,
	117 Hall St. Monroe LA 71201	

Premises And Operations		
Location No.	Address	Operations
	Refer to Coverage form MGL 1578	

Limits Of Insurance

Commercial General Liability		
General Aggregate:	\$5,000,000	
Products/Completed Operations Aggregate:	\$1,000,000	
Personal And Advertising Injury:	\$1,000,000	Any One Person Or Organization
Each Occurrence:	\$1,000,000	
Damage To Premises Rented To You:	\$1,000,000	Any One Premises
Medical Expense:	\$5,000	Any One Person

Additional Coverages
 In addition to the Commercial General Liability coverages shown above, the following additional coverages are provided. If a coverage is not listed below, such coverage, including its corresponding endorsement, does not apply to this Member Certificate.

	Limit Of Insurance	
Liquor Liability	\$500,000	Each Common Cause
Liquor Liability Aggregate	\$500,000	

Endorsements

Forms and endorsements applying to this Member Certificate and made part of this policy at time of issue:
 Refer to master policy including all state amendatory endorsements applicable to the state of this Member Certificate.

This Member Certificate, together with the Coverage Form and any Endorsement(s) attached to the Master Policy, complete the above numbered certificate. Coverage is subject to all terms, conditions, limitations, exclusions, and other provisions contained therein.

Member Certificate Premium

Commercial General Liability Premium:	\$860.00
---------------------------------------	----------

To review the Master Policy: Please send a written request to the Plan Administrator shown above.

Countersigned: September 2, 2024

 Date

By: *Scott Paulsen*

 AUTHORIZED REPRESENTATIVE



FROM THE OFFICE OF
MAYOR FRIDAY ELLIS

August 28, 2024

To Whom It May Concern:

It is my understanding that the Children's Coalition for Northeast Louisiana will be hosting an event, "2nd Annual Harvest Under the Stars/A Taste of the Garden" on Saturday, September 14, 2024, from 5:30 pm-10:00 pm. The event will be held at the Children's Coalition for Northeast Louisiana, located at 117 Hall Street, Monroe, Louisiana, 71201. Alcohol will be served at the event.

The Children's Coalition for NELA 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: 318-329-2610*

To: Chief Victor Zordan

From: Cpl. Kwasic Heckard

Re: Children's Coalition of NELA

Sir,

The Children's Coalition of NELA is hosting Harvest Under the Stars on Saturday, September 14, 2024. It will be a fundraising event for the organization. They're expecting 150 attendees for this event. The event is from 5:00 – 10:00 p.m. Alcohol will be consumed at this event. I will have barricades in place for the event. They will hire two off-duty officers. They will need a no objection letter along with an open container exemption letter.

Respectfully submitted,
Cpl. Heckard





ADMINISTRATION
Purchasing / Warehouse

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

MEMO

TO: Carolus Riley, Council Clerk

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

Date: August 27, 2024

The City of Monroe Purchasing Division requests authorization for an authorized City representative to advertise for bids for the Desiard St. Improvements (S. Grand St. to North 6th St.) Phase II. The engineer's estimate is \$4,539,767.28. The DBE goal is 15% and the source of funds is the Downtown Economic Development District.

Sincerely,

A handwritten signature in cursive script that reads "Curt Kelly".

Curt Kelly
Director of Purchasing



ENGINEERING

Memorandum

Date: August 28, 2024
From: C. Morgan McCallister, P.E. *C. Morgan McCallister*
To: City of Monroe Council Members
Subject: 23STR008 - Desiard St. Improvements (S. Grand St. to N. 6th St.) Phases 1 & 2

Project Description:

Envisioned project scope includes green infrastructure drainage improvements, street island bulb-outs with landscape plantings for on-street parallel parking, pedestrian scale furnishings and lighting, milling and new asphalt overlay, enhanced sidewalk widths with decorative pavers, and improved street intersection crosswalks for safe pedestrian connectivity.

Council District(s) w/ Coordinates:

Districts 4
(32.50102644217768, -92.11843550253745 to 32.504612062012626, -92.11286943674288)

Construction Cost Estimate:

Phase 1 - \$1,195,137 (December 21, 2023)
Phase 2 - \$4,566,767 (July 8, 2024)

DBE Participation:

Phase 1: 12.74% (actual to-date is 100%)
Phase 2: 15%

Funding:

Downtown Economic Development District (DEDD)

Bid Amount:

Phase 1: \$1,553,375.40 (January 25, 2024)
Phase 2: TBD

Contract time:

Phase 1: 105 Calendar Days & 150 Calendar Days
Phase 2: 155 Calendar Days & 200 Calendar Days

Liquidated Damages:

Phase 1: \$200 per calendar day beyond contract time
Phase 2: \$600 per calendar day beyond contract time

If anyone would like to discuss this project in more detail... Please let me know at your earliest convenience. We can schedule a call or a meeting via the Engineering Office, Project Location, or Teams.

C. Morgan McCallister, PE – City Engineer
(318) 376-8028 | morgan.mccallister@ci.monroe.la.us

Fantashia Shaffer – Administrative Assistant to City Engineer
(318) 329-2210 | fantashia.shaffer@ci.monroe.la.us

INDEX OF SHEETS

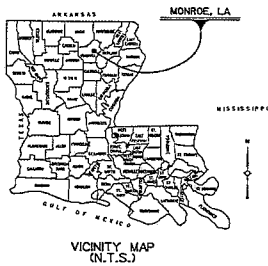
SHEET NO.	DESCRIPTION
1	TITLE SHEET
1a	GENERAL NOTES
1b	PROJECT LAYOUT
2-24	TYPICAL SECTION AND DETAILS
25-36	SUMMARY SHEETS
37	SUMMARY OF ESTIMATED QUANTITIES
4-7	PLAN SHEETS
8-13	DRAINAGE PLAN SHEETS
14-17	SUMMARY OF DRAINAGE STRUCTURES
18-20	SEWERAGE LAYOUT
21-24	PAVEMENT MARKINGS AND PERMANENT SIGNAGE LAYOUT
25-28	PROPOSED SCHEMATIC OF CONSTRUCTION AND CONSTRUCTION SIGNING LAYOUT
100-106	ELECTRICAL PLAN SHEETS
107-108	LIGHT POLE FOUNDATION DETAILS
109-111	ELECTRICAL ONE-LINE DIAGRAMS
200-202	LANDSCAPE PLAN
203	LANDSCAPE DETAILS
204-206	IRRIGATION DETAILS

STANDARD PLANS

SHEET NO.	DESCRIPTION	REV. DATE
300-301	SM-01 (2 SHEETS)	10/26/2023
302	CS-08	10/07/2010
303	CS-08	10/07/2010
304	CS-ADJUST	10/03/2019
305	COLLAR-01	05/26/2022
306-308	CPH-01 (3 SHEETS)	10/13/2021
309	CPH-01	01/12/2021
310-312	CPH-01 (3 SHEETS)	08/04/2022
313-314	EC-01 (2 SHEETS)	10/01/2024
315-320	MI-01 (6 SHEETS)	03/22/2018
321	MI-06	05/19/2011
322	PC-01	07/11/2023
323-327	FED-01 (5 SHEETS)	10/12/2022
328	PAH-01	02/28/2019
329	PAH-02	02/28/2019
330	PAH-03	02/28/2019
331	PAH-07	02/28/2019
332	PAH-08	02/28/2019
333-349	ES-01 (17 SHEETS)	07/01/2022
350-353	TTC-02 (A-3) (4 SHEETS)	07/02/2018
354	TTC-02	07/02/2018
355	TTC-03	07/02/2018
356	TTC-04	07/02/2018
357	TTC-10	07/02/2018
358	TTC-18	07/02/2018

SPECIAL DETAILS

SHEET NO.	DESCRIPTION
400	UD-01
401	UD-02



PLANS OF PROPOSED DESIARD ST. IMPROVEMENTS (S. GRAND ST. TO N. 6TH ST.) PHASE II

PROJECT NO: 23STR008
CITY OF MONROE, LOUISIANA

CSRS | BUILDING STRONGER,
SMARTER COMMUNITIES
TOGETHER.



MAYOR
FRIDAY ELLIS

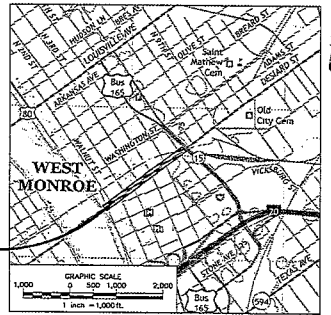
CITY COUNCIL MEMBERS

DOUGLAS "DOUG" HARVEY	DISTRICT 1
GRETCHEN EZERNACK	DISTRICT 2
JUANITA G. WOODS	DISTRICT 3
BISHOP RODNEY MCFARLAND	DISTRICT 4
VERBON MUHAMMAD SR.	DISTRICT 5

ENGINEERING DEPARTMENT

C. MORGAN MCCALLISTER, P.E.	CITY ENGINEER
ARTHUR HOLLAND	PROJECT MANAGER

JULY 2024



LAYOUT MAP

RECOMMENDED FOR CONSTRUCTION



DATE

NOTE:
THE 2016 EDITION OF THE LOUISIANA DOTD STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES, AS AMENDED BY THE PROJECT SPECIFICATIONS, SHALL GOVERN ON THIS PROJECT.

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF MONROE AND THE LOUISIANA HOUSING CORPORATION FOR \$127,943.00 IN HUD/EMERGENCY SOLUTIONS GRANTS PROGRAM FUNDING AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City is a subrecipient of an Emergency Solutions Grants Program Grant administered by the Louisiana Housing Corporation;

WHEREAS, the Emergency Solutions Grants Program provides funding to address homelessness, including engaging homeless individuals and their families, improving the number and quality of emergency shelters for homeless individuals and families, helping to operate shelters, providing essential services to shelter residents, providing rapid re-housing services, and preventing homelessness;

WHEREAS, the City will receive up to \$127,943.00 in funding for the 2024-2025 fiscal year to assist the Christopher Youth Center and The Wellspring Alliance for Families and to defray administrative costs of the program.

WHEREAS, a copy of Subrecipient Agreement between the City of Monroe and the Louisiana Housing Corporation is attached hereto and made part hereof.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that Mayor Friday Ellis is hereby authorized to enter into and execute the attached Subrecipient Agreement between the City of Monroe and the Louisiana Housing Corporation for funding under the Emergency Solutions Grants Program.

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 September 2024.

CHAIRPERSON

CITY CLERK

JEFF LANDRY
GOVERNOR



MARJORIANNA WILLMAN
LHC EXECUTIVE DIRECTOR

Louisiana Housing Corporation

August 19, 2024

Oliver F Ellis, Mayor
City of Monroe
Post Office Box 123
Monroe, LA 71210-0123

ATTN: Ellen Hill, Department Head of Planning and Urban Development Department

Dear Mayor Ellis:

RE: Louisiana Emergency Solutions Grants Program
CFDA 14.231
Program Year FFY23 Grant Award


LHC has decided to do a continuation of funding for your agency's 2023 Emergency Solutions Grants Program award. We are pleased to inform you the recommended award for your city is **\$127,943.00**. The grant period begins July 01, 2024 through June 30, 2025. **This award is contingent upon receipt of funds from HUD.** Your award is being made to assist the following project(s):

Our House, Inc.
The Wellspring Alliance for Families
Admin \$3,726.00

Under separate cover we will be forwarding a grant agreement with relevant Program information and instructions regarding items needed for final approval of your grant proposal and/or budget. During the interim, if you should have questions concerning this notification of grant award, please contact me at 225.251.1137.

Congratulations on receiving this Emergency Solutions Grant award and we wish you every success in implementing your shelter program for homeless people in Ouachita Parish.

Sincerely,


Aimee LeBlanc
Housing Finance Manager

**LOUISIANA HOUSING CORPORATION
EMERGENCY SOLUTIONS GRANTS
SUBRECIPIENT AGREEMENT
CITY OF MONROE**

BE IT KNOWN that this Subrecipient Agreement (hereinafter sometimes referred to as “Agreement”, or “Contract”), is entered into by and between the **Louisiana Housing Corporation**, a public body corporate and politic of the State of Louisiana with its principal place of business located at 2415 Quail Drive, Baton Rouge, Louisiana 70808 (hereinafter referred to as “LHC” or “Corporation”), and **City of Monroe**, a Louisiana political subdivision operating under home rule charter, with its principal place of business located at 400 Lea Joyner Expressway, Monroe, Louisiana, 71210 (hereinafter sometimes referred to as “Subrecipient” or “Contractor”).

I. Purpose

The purpose and goal of the Emergency Solutions Grants Program (“ESG”) as specified under the Stewart B. McKinney Homeless Assistance Act (federal Pub. L. 10077), and regulation of the U.S. Department of Housing and Urban Development (“HUD”) at 24 CFR 576 *et. seq.*, is to provide grant assistance to units of general local government to meet eligible cost in connection with emergency shelter of homeless persons, as well as costs of eligible homeless prevention activities.

The specific goals and objectives of ESG and contracts under this Program are to provide funding of grant costs for implementation of ESG eligible activities related to emergency shelter of homeless persons, i.e. building rehabilitation, shelter and related services, street outreach, Homeless Information Management System (HMIS), rapid re-housing and homeless prevention, during the specified contract period.

II. Scope of Services

- A.** The LHC, subject to the terms and conditions of this Agreement, shall make available Continuum of Care funds in the gross amount of up to One Hundred Twenty-Seven Thousand Nine Hundred Forty-Three Dollars (\$127,943.00) to the Subrecipient for the purpose of funding the activities of, supportive services, and/or administrative costs, as described in Exhibit B.
- B.** The Subrecipient shall administer services for approximately 200 ESG eligible participants, as follows:
1. The Subrecipient’s rights and obligations under this Agreement are as a Subrecipient for those ESG Program grant funds provided to the Subrecipient by the LHC.
 2. The Subrecipient shall be responsible for administering the ESG Program in a manner satisfactory to the LHC and consistent with any standards required as a condition of providing these funds.

3. The Subrecipient shall maintain such records as set forth in this Agreement and shall monitor its partners (i.e. landlords of rental housing). The Subrecipient shall utilize all forms specified by the LHC in a format as provided by LHC. The Subrecipient shall implement the ESG Program project consistent with any Implementation Timelines submitted to and approved by HUD.

III. Grant Amount

- A. The Maximum ESG Grant Amount to be provided to Subrecipient under this Agreement is One Hundred Twenty-Seven Thousand Nine Hundred Forty-Three Dollars (\$127,943.00).
- B. This is a cost reimbursement contract. The Terms of payment for this cost reimbursement are outlined in the *Subrecipient Budget* attached as **Exhibit B**, and the *Special Terms* attached hereto as **Exhibit A**.
- C. Payment will be made only upon approval of Louisiana Housing Authority ESG Program Manager, Ms. Winona Connor or by another designee of the LHC Executive Director.

IV. Contract Period

This Contract shall commence on July 01, 2024 (“Effective Date”) and shall terminate on June 30, 2025 (“Termination Date”).

V. Monitoring Plan

- A. The Corporation will perform Contract monitoring and review of required performance reports, payment requests and program audits, as well as, on-site monitoring evaluations at least annually basis or more often as might be indicated. The methods to be used to measure and determine contract performance include review of contract expenditures relative to approved budget categories, on site monitoring evaluation, review of data submitted in contractor’s performance reports as compared to proposed contract outcomes/accomplishments and intended beneficiaries.
- B. The cost basis for each grant agreement under the ESG Program was determined to be justified and reasonable based on the Contractors’ grant application and expense proposal(s) and relative needs of competitive applications by other jurisdictions. Grant amounts supplement for the funding resources and in-kind contributions to support local homeless aid activities. The specific cost basis will constitute reimbursement of eligible cost items in approved/negotiated budget(s) for ESGP funds awarded consequent to competitive grant application process utilizing regional allocation pools.
- C. The Contract Monitor for this Contract is Louisiana Housing Authority ESG Program Manager, Ms. Winona Connor or by another designee of the LHC Executive Director.

VI. ESG Program Information

- **Catalog of Federal Domestic Assistance (CFDA) Number:** ESG CFDA 14.231
- **Award Name, Number, Year:** ESGP FY23 (2024- 2025)
- **Federal Agency:** U.S. Department of Housing and Urban Development (HUD)
- **Federal Laws/Regulations:** McKinney Vento Homeless Assistance Act 24 CFR 576, as amended.

VII. Insurance

The Subrecipient shall purchase and maintain for the duration of the contract, all applicable, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Subrecipient, its agents, representatives, employees or subcontractors. Insurance should be obtained, at the Subrecipient's expense, from an insurer authorized to do business in the State of Louisiana.

A. Minimum Scope and Limits of Insurance

1. *Workers Compensation.* Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of one million dollars (\$1,000,000.00) per accident/per disease/per employee. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.
2. *Commercial General Liability.* Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.
3. *Automobile Liability.* Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired, and non-owned automobiles.
4. *Cyber Liability.* Cyber liability shall have a minimum limit per occurrence of \$1,000,000.00, and include first party costs, due to an electronic breach that compromises the State's confidential data.
5. *Professional Liability (Errors and Omissions).* Professional Liability insurance, which covers the professional errors, acts, or omissions of the Subrecipient, shall have a minimum limit of \$1,000,000 per claim. Claims-made coverage is acceptable. The date

of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy, if policy is not renewed.

B. *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and accepted by the Corporation. The Subrecipient shall be responsible for all deductibles and self-insured retentions.

C. *Other Insurance Provisions.* The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

a. The Corporation, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Subrecipient. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Corporation.

b. The Subrecipient's insurance shall be primary as respects the Corporation, its officers, agents, employees and volunteers for any and all losses that occur under the Contract. Any insurance or self-insurance maintained by the Corporation shall be excess and non-contributory of the Subrecipient's insurance.

2. *Workers Compensation and Employers Liability Coverage.* To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Corporation, its officers, agents, employees and volunteers for losses arising from work performed by the Subrecipient for the Corporation.

3. All Coverages

a. All policies must be endorsed to require 30 days written notice of cancellation to the Corporation. Ten (10) day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Subrecipient's policy. In addition, Subrecipient is required to notify Corporation of policy cancellations or reductions in limits.

b. The acceptance of the completed work, payment, failure of the Corporation to require proof of compliance, or Corporation's acceptance of a non-compliant certificate of insurance shall not release the Subrecipient from the obligations of the insurance requirements or indemnification agreement.

- c. The insurance companies issuing the policies shall have no recourse against the Corporation for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Subrecipient to comply with reporting provisions of the policy shall not affect coverage provided to the Corporation, its officers, agents, employees and volunteers.

D. Acceptability of Insurers

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-: VI or higher. This rating requirement may be waived for workers compensation coverage only.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Subrecipient shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. Verification of Coverage

1. Subrecipient shall furnish the Corporation with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Corporation before work commences and upon any contract renewal or insurance policy renewal thereafter.
2. The Certificate Holder shall be listed as follows:

State of Louisiana, Louisiana Housing Corporation,
Its Officers, Agents, Employees and Volunteers
2415 Quail Drive, Baton Rouge, Louisiana 70808
3. In addition to the Certificates, Subrecipient shall submit the declarations page and the cancellation provision for each insurance policy. The Corporation reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Subrecipient to furnish, deliver and maintain required insurance, this Contract, at the election of the Corporation, may be suspended, discontinued or terminated. Failure of the Subrecipient to purchase and/or maintain any required insurance shall not relieve the Subrecipient from any liability or indemnification under the Contract.

- F. *Subcontractors.*** Subrecipient shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each

subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Corporation reserves the right to request copies of subcontractor's Certificates at any time.

G. *Workers Compensation Indemnity.* In the event Subrecipient is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Subrecipient, its owners, agents and employees will have no cause of action against, and will not assert a claim against neither the State of Louisiana or the Louisiana Housing Corporation or its agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana and the Louisiana Housing Corporation and its agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Subrecipient, its owners, agents and employees. The parties further agree that Subrecipient is a wholly independent Subrecipient and is exclusively responsible for its employees, owners, and agents. Subrecipient hereby agrees to protect, defend, indemnify and hold the State of Louisiana and the Louisiana Housing Corporation and its agents and employees harmless from any such assertion or claim that may arise from the performance of this Contract.

H. Indemnification/Hold Harmless Agreement

1. Subrecipient agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Subrecipient, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Subrecipient as a result of any claims, demands, suits or causes of action, except those claims, demands, suits or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.
2. Subrecipient agrees to investigate, handle, respond to provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Subrecipient in the defense of claims, but this shall not affect the Subrecipient's responsibility for the handling of and expenses for all claims.

VIII. Termination

Either party shall have the right to cancel this Contract, with or without cause, by giving the other party 30 days written notice forwarded to their respective address by certified mail. The Corporation has the right to cancel this Contract upon less than 30 days due to budgetary reductions without any liability incurring onto the Corporation or the State of Louisiana.

Notice shall be sent Certified Mail, return receipt requested, to the following addresses:

Louisiana Housing Corporation
2415 Quail Drive
Baton Rouge, Louisiana 70808

City of Monroe
400 Lea Joyner Expressway
Monroe, Louisiana 71210

IX. Notices

All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

Louisiana Housing Corporation
2415 Quail Drive
Baton Rouge, Louisiana 70808

City of Monroe
400 Lea Joyner Expressway
Monroe, Louisiana 71210

X. General Terms and Conditions

A. Prohibition Against Discrimination.

1. The Subrecipient and its sub-recipients agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the requirements of the Americans with Disabilities Act of 1990.
2. The Subrecipient and its sub-recipients shall each agree not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

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

B. Confidentiality

Contractor shall abide by all laws and regulations concerning confidentiality which safeguard information and the patient/client confidentiality.

C. Audits, Inspection and Review of Records

Contractor grants to the Agency, the State of Louisiana, through the Office of the Legislative Auditor, Office of the Inspector General, Federal Government and/or any other officially designated authorized representative of the Agency the right to audit, inspect and review all books and records pertaining to services rendered under this Contract and the right to conduct on-site monitoring.

Contractor also agrees to comply with federal and/or state regulations and laws requiring an audit based on one or more of the following criteria:

1. Any Contractor who expends \$500,000 or more in federal funds from all sources is required to have performed a single audit for that year under the provisions of OMB Circular A-133, Revised June 27, 2003, and Audits of States, Local Governments, and Non-Profit Organizations. Single audits shall be conducted in accordance with generally accepted government auditing standards (GAGAS) issued by the Comptroller General of the United States. The only exceptions to an annual audit are those exceptions as noted at Section B.220 of OMB Circular A-133.
2. Any Contractor who expends less than \$500,000 in federal funds from all sources and who is subject to the provisions of Louisiana Revised Statutes 24:513 (State Audit Law), shall follow the guidance offered in the Louisiana Governmental Audit Guide (as Revised). Those who are subject to the provisions of Louisiana Revised Statutes 24:513 include governmental, public or quasi-public agencies or bodies as defined by the Statute.
3. Any Contractor who expends less than \$500,000 in federal funds from all sources and is not subject to the provisions of Louisiana Revised Statutes 24:513 (State Audit Law), then no audit is required.
4. Any Contractor who is a nongovernmental provider and receives \$100,000 or more per year of state funds via one or more cost reimbursement Contracts, shall submit to the Agency source documentation (evidenced by invoices, cancelled checks, certified payroll sheets, etc.) to justify each payment request. Agency may at its discretion request that a Contract compliance audit utilizing internal auditors, certified public accountant or the Legislative Auditor's office be performed. These provisions

D. Record Retention and Inspection

Contractor agrees to retain all books, records, and other documents relevant to this Agreement and funds expended hereunder in accordance with the requirements in section 576.500(y) of the ESG Interim Rule described herein. All records pertaining to each fiscal year of ESG funds must be retained for the greater of 5 years or another time as required by law.

Documentation of each program participants qualification as a family or individual at risk of homelessness or as a homeless family or individual and other program participant records must be retained for five (5) years after the expenditure of all funds from the grant under which the program participant was served.

E. Assignment of Interest in the Contract

Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Agency thereto, provided, however, that claims for money due or to become due to the Contractor from the Agency under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be promptly furnished to the State.

F. Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be Contractor's obligation and identified under Federal Tax Identification Number (Fed. Tax I.D. # (72-6000903)) and the Louisiana Department of Revenue Account Number (LDR Acct. # (0418467-001-100)). Contractor shall also agree to submit a completed W-9.

G. Payments

In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations and shall be specified under "Special Provisions."

H. Prohibitions on Use of Funds

No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority.

By entering into this Agreement, Contractor certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employees of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative Agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federally funded Contract, grant, loan, or cooperative Agreement, Contractor shall complete and submit Standard form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

I. Property of the State

When applicable, upon completion of this Contract or if terminated earlier, all records, reports, worksheets or any other materials related to this Contract shall become property of the State and the Corporation.

J. Subcontracts

The Contractor shall not enter into any subcontract for work or services contemplated under this Agreement without obtaining prior written approval of the Agency (which approval shall be attached to the original Agreement). Any subcontracts approved by Agency shall be subject to conditions and provisions as the Agency may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase by the Contractor of supplies and services which are incidental but necessary for the performance of the work required under this Agreement; and provided, further, however, that no provisions of this clause and no such approval by the Agency or any subcontract shall be deemed in any event or manner to provide for the incidence of any obligation of the Agency beyond those specifically set forth herein. Further provided that no subcontract shall relieve the Contractor of the responsibility for the performance of any subcontractor. Any subcontractor shall be required to sign the *Debarment and Anti-Lobbying Certification Statement – Exhibit C*, which shall become a part of this Contract.

K. Alterations, Variations, Modifications, or Waivers

Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this Agreement, shall be allowed by Agency.

L. Amendments

Any amendment to this Agreement shall not be valid until it has been executed in writing and signed by the Louisiana Housing Corporation Executive Director and the Contractor.

M. Set Off

In the event that Agency determines that certain costs which have been reimbursed to Contractor pursuant to this or previous Agreements are not allowable, the Agency shall have the right to set off and withhold said amounts from any amount due the Contractor under this Agreement for costs that are allowable; or Contractor shall, upon Agency's request, refund to Agency any sum of money which has been paid to Contractor by Agency which Agency determines has resulted in an overpayment, or which Agency determines has not been spent in accordance with the terms of this Agreement. Such refund shall be made by Contractor within thirty (30) days after request by Agency.

N. Background Checks

Contractors shall ensure that any staff or volunteer in a position of supervisory or disciplinary authority over children will have the appropriate background checks as required by Louisiana State Law (See La. R.S. 15:587.1).

O. Reports

If applicable, at least by the end of each quarter the Contractor must submit to the Agency, a written report detailing the use of funds, progress toward meeting specific goals, measurable objectives, terms, results or conditions that can be achieved in the specific allocated time.

P. Environmental Tobacco Smoke

Provider will comply with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (ACT), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or Contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs, either directly, or through State or local governments. Federal programs include grants, cooperative Agreements, loans or loan

guarantees, and Contracts. The ACT does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. The provider further agrees that the above language will be included in any sub-awards which contain provisions for children's services and that all subcontractors shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

XI. Miscellaneous Provisions

- A. *Independent Contractor.*** Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the activities performed under this Contract. The Corporation shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life, and/or medical insurance, and Worker's Compensation insurance, as the Subrecipient is an independent contractor.
- B. *Non-Assignability.*** The Subrecipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same whether by assignment or novation, without the prior written consent of the LHC.
- C. *Severability.*** If any provision of this Agreement is determined to be unlawful or unenforceable by a court having jurisdiction over the parties, such provision shall be severable from the other provisions of this Agreement, and all remaining provisions shall be fully enforceable.
- D. *Governing Law and Venue.*** The laws of the State of Louisiana shall govern the terms of the Contract and disputes arising therefore shall be resolved in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana.
- E. *Modification.*** This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire Agreement between the parties and supersedes any and all Agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties

NOW WHEREFORE, this Subrecipient Agreement is hereby executed by the duly authorized representatives of the Corporation and the Subrecipient.

LOUISIANA HOUSING CORPORATION

CITY OF MONROE

Joshua Hollins
Executive Director

Oliver "Friday" Ellis
Mayor

Date

Date

Exhibit A
SPECIAL TERMS

DURING THE PERFORMANCE OF THIS AGREEMENT, THE CONTRACTOR HEREBY AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

1. Contractor agrees to retain all books, records, and other documents relevant to this Agreement and funds expended hereunder in accordance with Sec. X (D) of this Agreement. .
2. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of Agency, provided however, that claims for money due or to become due to Contractor from Agency under this Agreement may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be promptly furnished to the Agency.
3. Agency shall make all checks payable to the order of Contractor in the amounts expressed or specified in the Agreement. Reimbursement for travel expenses shall be in accordance with State Travel Regulations and shall constitute part of the total maximum payable under this Agreement. It is further agreed that Contractor accepts payment made under the terms of the Agreement in full for services delivered.
4. No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority.

By entering into this Agreement, Contractor certifies that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employees of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federally funded contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) Contractor shall require that the language of this certification be included in the award

documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

5. Contractor agrees that a program of monitoring of facilities and records (including those of subcontractors) may be conducted at any reasonable time by Agency and federal authorities and/or designees. Contractor and subcontractor(s) shall maintain program records as required by Agency and produce program reports on such basis and in the manner and form as may be required by Agency.

At the end of each quarter, Contractor shall submit to Agency a written report detailing the use of funds, progress toward meeting specific goals, measurable objectives, terms, results or conditions that can be achieved in the specific allocated time.

Contractor is responsible for monitoring all subcontractor programs annually to evaluate fiscal and programmatic compliance. Contractor must have documented evidence to support monitoring of subcontractor programs at the time of the Agency monitoring in accordance with the monitoring procedures outlined in the ESGP Policy and Procedure manual.

6. No subcontract or subgrant agreement entered into by Contractor shall provide for the incurrence of any obligation of Agency beyond those specifically set forth herein nor shall any subcontract or subgrant agreement relieve Contractor of the responsibility for the performance of any subcontractor or subcontractor. Subcontracts shall be subject to conditions and provisions as the Agency may deem necessary and to prior approval by Agency.
7. Agency may request changes in the scope of services of Contractor to be performed. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when reduced to writing and duly signed. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this Agreement, shall be allowed by the Agency.
8. In the event that Agency determines that certain costs which have been reimbursed to Contractor pursuant to this or previous Agreements are not allowable, the Agency shall have the right to set off and withhold said amounts from any amount due the Contractor under this Agreement for costs that are allowable; or Contractor shall, upon Agency's request, refund to Agency any sum of money which has been paid to Contractor by Agency which Agency determines has resulted in an overpayment, or which Agency determines has not been spent in accordance with the terms of this Agreement. Such refund shall be made by Contractor within thirty (30) days after request by Agency.
9. Contractor agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage,

loss or destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, sub recipients, and employees or any and all costs, expense and/or attorney fees incurred by the Contractor as a result of any claim, demands, and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at its sole expenses and agrees to bear all other costs and expenses related thereto, even if such claims, etc. are groundless, false or fraudulent.

10. This Agreement is subject to and conditioned upon the availability and appropriation of Federal, and/or State funds; and no liability or obligation payment will develop between the parties until this Agreement has been approved by required authorities of Agency.

11. **Administrative Requirements and Cost Principles**

Except as specifically modified by law or regulation, in performing this Agreement, Contractor shall comply with the administrative requirements and cost principals set forth in 2 CFR 200.

Specifically, The Subrecipient and its sub-recipients agree to comply with the administrative standards codified at 2 CFR 200.302-309 and agree to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

12. Subrecipient and its sub-recipients shall administer its program in conformance with Subpart E of 2 CFR Part 200 (200.400-475) and as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

Contractor agrees to comply with all guidelines and regulations set forth in The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), enacted into law on May 20, 2009. Applicants must be in compliance with ESG guidelines 24 CFR Part 576 and applicable state and federal policies and procedures, including compliance with federal and state non-discrimination laws. The requirements for the ESGP establishes six (6) categories of eligible activities for the program: 1) street outreach, 2) emergency shelter, 3) homeless prevention 4) rapid re-housing assistance, 5) homeless management information system and 6) administrative cost. Contractor in using funds under the Emergency Solutions Grant Program certifies that the local government and its subrecipient(s) will comply with the following ESG requirements: Each ESGP Contractor or subcontractor must develop and implement procedures to ensure: 1) the confidentiality of records pertaining to any individual provided with assistance and 2) that the address or location of any assisted housing will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Contractor.

Each ESGP Contractor or subcontractor must keep any records and make any reports (including those pertaining to race, ethnicity, gender, and disability status date) that the

Agency may require within the timeframe required.

With respect to the use of ESGP funds to procure services, equipment, supplies, or other property local government that receive ESGP shall comply with 24 CFR 200 *et seq.* With respect to all other decisions involving the use of ESGP funds, the following restrictions shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Contractor and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

Contractors must require any organization providing rental assistance with ESGP funding to conduct initial and any appropriate follow-up inspections of housing units into which a program participant will be moving. Units should be inspected on an annual basis and upon change of tenancy.

Contractors and subcontractors must comply with all applicable fair housing and civil rights requirements in 24 CFR 5.105(a). In addition, Contractors must make known that ESGP rental assistance and services are available to all on a nondiscriminatory basis and ensure that all citizens have equal access to information about ESGP and equal access to the financial assistance and services provided under this program.

Contractors and subcontractors have a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act. Protected classes include race, color, national origin, religion, sex, disability, and familial status.

The Lead-Based Paint Poisoning Prevention Act as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 *et seq.*) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R shall apply to housing occupied by families receiving assistance through ESGP.

Organizations that are religions or faith-based are eligible, on the same basis as any other organization, to participate in ESGP. Neither the federal government nor a Contractor shall discriminate against an organization on the basis of the organizations religious character of affiliation.

The Drug Free Workplace Act of 1988 (41 U.S.C. 701) *et. seq.*, and HUD's implementing regulations at 24 CFR part 21 apply to ESGP.

The requirements of 42 U.S.C. 11375(c) concerning the continued use of buildings for which Emergency Shelter Grant funds are used for rehabilitation or conversion of buildings for use as emergency shelters for the homeless; or when funds are used for operating costs or essential services, concerning the population to be served.

The building standards requirement of 24 CFR §576.55, i.e. any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

The requirements of 24 CFR §576.56, concerning assistance to the homeless.

The requirements of 24 CFR §576.57, other appropriate provisions of 24 CFR Part 575, and other applicable Federal laws concerning nondiscrimination and equal opportunity.

The requirements of 24 CFR 576.59 (b) concerning the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

The requirements of 24 CFR 576.59 concerning minimizing the displacement of persons as a result of a project assisted with ESGP funds.

Confidentiality: The requirements of 24 CFR 576.65(a) and 576.65 (b) that Contractors develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG Program and that the address or location of any family violence shelter project assisted under the ESG Program will, except with written authorization of the person(s) responsible for the operation of such shelter, not be made public.

Homeless Involvement : The requirement that recipients involve, to the maximum extent practicable, homeless individuals and families in providing work or services pertaining to facilities or activities assisted under the ESG program, and in providing services for occupants of these facilities as provided by 24 CFR 576.56(b) (2).

Conflict of Interest: Contractor agrees to ensure the use of ESGP funds to procure services, equipment, supplies or other property, states, territories and units of general local government that receive ESGP funds shall comply with 2 CFR 200. With respect to all other decisions involving the use of ESGP funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Contractor and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

Habitability Standards: Organizations providing rental assistance with ESGP funds will be required to conduct initial and any appropriate follow-up inspections of housing units into which a program participant will be moving. Units should be inspected on an annual basis and upon a change of tenancy.

Non-discrimination and Equal Opportunity Requirements: As stated in section IV.E.8., Contractors and subcontractors must comply with all applicable fair housing and civil rights

requirements in 24 CFR 5.105(a). In addition, Contractors must make known that ESGP rental assistance and services are available to all on a nondiscriminatory basis and ensure that all citizens have equal access to information about ESGP and equal access to the financial assistance and services provided under this program. Among other things, this means that each Contractor must take reasonable steps to ensure meaningful access to programs to persons with limited English proficiency (LEP), pursuant to Title VI of the Civil Rights Act of 1964. This may mean providing language assistance or ensuring that program information is available in the appropriate languages for the geographic area served by the jurisdiction and that limited English proficient persons have meaningful access to ESGP assistance.

Matching Funds: Each contractor must match the funding provided by the State under this part as set forth in 42 U.S.C. 11375 and 24 CFR §576.51. Matching funds must be provided after the date of the grant award to the Contractor. Funds used to match a previous ESG grant may not be used to match a subsequent grant award under this part. A contractor may comply with this requirement by providing the matching funds itself, or through matching funds or voluntary efforts provided by subcontractor or nonprofit recipient (as appropriate).

In calculating the amount of matching funds, in accordance with 42 U.S.C. 11375(a) (3), the time contributed by volunteers shall be determined at the rate valued at rates consistent with those ordinarily paid for similar work in the organization or if no employees perform similar work it must be consistent with similar work in the same labor market. The calculation method for the determined rate must be documented and reasonable. For purposes of this paragraph, the Contractor will determine the value of any donated material or building, or of any lease, using a method reasonably calculated to establish a fair market value.

Homeless Management Information System: Contractor agrees to ensure compliance with HUD's standards for participation in a local Homeless Management Information System (HMIS) and the collection and reporting of client-level information as outlined in HUD's regulations in 24 CFR part 578.

Contractor agrees to utilize the fund manager module within the HMIS system to track ESG funding and expenses.

In accordance to 24 CFR Part 580.25: Victim service providers have been prohibited from entering data into HMIS since the passage of the Violence Against Women Act and Department of Justice Reauthorization Act of 2005 (42U.S.C. 13925). Victim service providers are legally prohibited from participating in the CoC's HMIS and that legal service providers may choose not to use HMIS if it is necessary to protect attorney-client privileges. Victim service providers and legal service providers that are recipients of funds requiring participation in HMIS, but which do not directly enter data into an HMIS, must use a comparable database.

Violence Against Women Act (VAWA): Contractor agrees to ensure compliance with

VAWA 2013 Act requirements (24 CFR 576.409) for victims of domestic violence, dating violence, sexual assault or stalking when they are acting as a rental assistance administrator or have subrecipients or contractors acting as rental assistance administrators. Contractor also agrees to adhere to Continuum of Care Written Standards regarding VAWA compliance as long as they are not in contradiction to the regulations. Compliance includes but is not limited to notification of households of VAWA protections, development of an emergency transfer plan if one is not provided by LHC, options for rental assistance bifurcation as defined in regulation and admission policies that do not limit shelter access for victims.

Environmental Review: Contractor agrees to comply with the provisions of the environmental requirements of 24 CFR Part 58 as applicable under section 104 (g) of the Housing and Community Development Act of 1974 with respect to funds provided under this Agreement. As applicable, Contractor will submit complete environmental assessment of all projects to be assisted under this Agreement in compliance with the National Environmental Policy Act (NEPA) of 1974 and related authorities.

Legal Authority: Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving Contractor legal authority to enter into this Agreement, receive funds authorized by this Agreement and to perform services Contractor has obligated itself to perform under this Agreement.

Contractor certifies and assures that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor agrees that it and its subcontractor(s) shall not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

13. **Method of Payment**

Each recipient of the Emergency Solution Grant Program funding will be required to adhere to the following terms of payment: Payments are made to a Contractor upon its request after the Agreement has been fully executed. Thereafter, the Contractor will be reimbursed for the amount of its actual cash disbursements needs essential to the fulfillment of this Agreement, provided that said costs shall not exceed the total as set forth in this Agreement. Contractor shall submit requests for payment which identify eligible costs and financial obligations accrued by Contractor on forms prescribed by Agency. Contractor is required to submit supporting documentation and proof of payment for each entry in which a reimbursement is requested. Payment will be made only upon approval of Agency.

Contractor agrees that the funds expended under this Agreement by Contractor shall be expended in a manner consistent with the budget categories in the attached **Exhibit B-Budget**. Subject to Agency approval, Contractor may modify the major budget categories

provided contract total is not exceeded. All disbursements and use of grant funds shall be in accordance with the Emergency Solutions Grant Program guidelines set forth in the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act).

Contractor agrees to submit invoices/request for reimbursements monthly. Each month of service must be separately identified and request should be submitted within a timeframe not exceeding ninety (90) days. Except that Contractor shall be obligated to submit final invoices and support documents to Agency within thirty (30) days after termination of this Agreement. Any invoices submitted after that time will not be paid.

14. **Discretion of Set Caps and Conditions**

The sub-recipient may set a maximum amount or percentage of rental assistance that a program participant may receive a maximum number of months that a program participant may receive rental assistance, or a maximum number of times that a program participant may receive rental assistance. The sub-recipient may also require program participants to share in the costs of rent. All units may be tenant-based or project-based. If local caps on rental assistance are set by the subrecipient, this information must be communicated to the client. This information must also be communicated to the LHC during the contracting process.

15. **Family Separation and Shelter Programs**

All shelters receiving HUD funds are prohibited from denying access to families based on the age or gender of a child. Therefore, eligibility requirements that deny service or housing to a family with teenage boys are no longer allowable. This requirement is codified through both the HEARTH Act and through the ESG Interim Rule.

Any shelter or housing program receiving ESG funds awarded through the LHC must comply with this requirement or return funding.

16. **Sanctions**

If the LHC determines that a Sub-recipient is not complying with the requirements of this guide, the other applicable federal laws, LHC will take appropriate actions, which may include;

- A. Issuing a warning letter identifying the compliance issue, articulating remedial actions, setting a timeframe for corresponding implementation and documenting consequences for ongoing non-compliance.
- B. Directing the sub-recipient to cease incurring costs with ESG funds;
- C. Informing the sub-recipient of a freeze on their funds until compliance issues are remedied
- D. Requiring that some or all of the ESG funds amounts be remitted to the LHC; or

- E. Reducing (de-obligate) the level of funds the sub-recipient would otherwise be entitled to receive; or
- F. Electing to make the Sub-recipient ineligible for future funding awarded by the LHC.

The LHC reserves the right to review a sub-recipient's balance of funds quarterly and re-allocate unused funds. Any ESG funds that become available to the LHC as a result of a sanction will be made available (as soon as practicable) to other units to other applicable grantees.

Exhibit B
SUBRECIPIENT BUDGET

Exhibit C

ATTACHMENT C-DEBARMENT AND CERTIFICATION STATEMENT

RE: Agreement Dated: _____ Contract Amount: \$127,943.00

Contractor: City of Monroe

1. The subcontractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the subcontractor is unable to certify to any of the statements in this certification, such sub-contractor shall attach an explanation to this document.

Signature

Date

Friday Ellis, Mayor
Name and Title

L

LHC Emergency Solutions Grant

EXHIBIT A-BUDGET

Check as applicable: BUDGET FOR TOTAL GRANT APPLICATION
 BUDGET FOR COMPONENT PROJECT

Applicant: City of Monroe

Address: 3901 Jackson Street Monroe, LA 71202

Federal Employer Tax I.D.: 72-6000903

Project(s) proposed to receive ESGP funds and amount(s) requested: \$127,943.00 - Total
Christopher Youth Center - \$82,217; The Wellspring - \$42,000; Grant Administration- \$3,726

Estimated Services: Provide shelter, food, and supportive services for ESG Clients

Shelter Projects: Christopher Youth Center & The Wellspring

Average number of persons to be served daily: 18

Unduplicated number of persons to be served annually: 200

Other Services: [List type(s) and annual number of services for each type]: Case Mgmt., HP, housing stability, RR.,relocation, crisis intervention, safety planning, groups, referrals.

ESG CATEGORY	ESG FUNDS	MATCHING FUNDS	TOTAL
A) HMIS	\$ 625.00	\$ 625.00	\$ 1,250.00
B) Services/Street Outreach	\$ 0.00	\$ 0.00	\$ 0.00
C) Shelter/Operations	\$ 69,009.00	\$ 69,009.00	\$ 138,018.00
D) Homeless Prevention	\$ 41,375.00	\$ 41,375.00	\$ 82,750.00
E) Rapid Re-housing	\$ 13,208.00	\$ 13,208.00	\$ 26,416.00
Subtotals	\$ 124,217.00	\$ 124,217.00	\$ 248,434.00
Grant Administration	\$ 3,726.00	\$ 3,726.00	\$ 7,452.00
TOTALS	\$ 127,943.00	\$ 127,943.00	\$ 255,886.00

LHC Emergency Solutions Grant

MATCHING FUNDS TABLE

Applicant: _____

Project/Sponsor: _____

Source	(%)	\$ Value	Method of Calculation (Determined by)
DONATIONS			
Materials	<u>0.00%</u>	\$ _____	_____
Building	<u>0.00%</u>	\$ _____	_____
Funds	<u>0.00%</u>	\$ _____	_____
LEASE or RENT	<u>0.00%</u>	\$ _____	_____
SALARIES	<u>0.00%</u>	\$ _____	_____
VOLUNTEERS (at \$5/hr.)	<u>0.00%</u>	\$ _____	_____
OTHER	<u>0.00%</u>	\$ _____	_____
_____		\$ _____	_____
MATCH TOTAL*	<u>0.00%</u>	\$ <u>0.00</u>	

*Matching funds must equal the total ESGP funding proposed for eligible program activities, unless an exception to match requirements is being requested. If the above match total does not equal requested ESGP program funding, complete the spaces below:

Exception to match requirements is requested for ESGP amount of \$ _____

If the above item is checked, attach information to this form supporting the request for an exception on grounds that the applicant local government, and proposed sub-grantee agencies and nonprofit organizations, are incapable or have limited capability to provide the required match amounts. An exception may be requested for all or part of necessary matching funds. The amount of the match exception request must be specific.

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING A SUBRECIPIENT CONTRACT BETWEEN THE CITY OF MONROE AND CHRISTOPHER YOUTH CENTER, INC. FOR UP TO \$82,217.00 IN HUD/EMERGENCY SOLUTIONS GRANTS PROGRAM FUNDING AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City desires to enter into the attached Subrecipient Contract between the City of Monroe and Christopher Youth Center (formerly known as Our House, Inc.) to implement the Emergency Solutions Grant Program; and

WHEREAS, the Subrecipient Contract provides up to \$82,217.00 in funding to Christopher Youth Center in accordance with specified terms and conditions; and

WHEREAS, the Subrecipient Contract is attached hereto and made part hereof.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that Mayor Friday Ellis is hereby authorized to enter into and execute the attached Subrecipient Contract between the City of Monroe and Christopher Youth Center.

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 September 2024.

CHAIRPERSON

CITY CLERK

**SUBRECIPIENT CONTRACT
BETWEEN
CITY OF MONROE AND
CHRISTOPHER YOUTH CENTER (FORMERLY KNOWN AS OUR HOUSE, INC.)**

Address: P.O. Box 7496, Monroe, LA

ZIP: 71211

Parish: Ouachita

Federal Employer I.D.# 72-1165751

Subrecipient (Non-Profit Organization)

Federal Funds Source: HUD/Emergency Solutions Grants Program, CFDA #14.231

THIS AGREEMENT is between the City of Monroe, referred to as "City", represented by Friday Ellis, Mayor and Christopher Youth Center (formerly known as Our House, Inc.) referred to as "Subrecipient".

- A. **PROGRAM:** The City of Monroe has deemed it appropriate to grant to Subrecipient through the State of Louisiana, certain sums of money to be used by the Subrecipient in activities relating to emergency shelter for needy homeless individuals, to assist the City pursuant to rules and regulations of the **HUD Emergency Solutions Grants Program**. All activities authorized by this agreement will be performed in accordance with the approved project description(s), approved budget(s), and relevant State and federal directives and policies. See Attachment A - Project Summary(s) and Attachment B - Summary Budget(s) which are incorporated herein.
- B. Effective Date: July 1, 2024 Termination Date: June 30, 2025
- C. This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party but in no case shall continue beyond the specified termination date.
- D. The City of Monroe may terminate this agreement for cause based upon the failure of the Subrecipient to comply with the terms and/or conditions of the agreement; provided that the City of Monroe shall give the Subrecipient written notice specifying the Subrecipient's failure. If within thirty (30) days after receipt of such notice, the Subrecipient shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the City of Monroe may, at its option, place the Subrecipient in default and the contract shall terminate on the date specified in such notice. The Subrecipient may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the City of Monroe to comply with the terms and conditions of this contract; provided that the Subrecipient shall give the City of Monroe written notice specifying the City of Monroe's failure and a reasonable opportunity to cure a failure. A reasonable opportunity to cure a failure shall not be less than or limited to thirty (30) days.
- E. Maximum Grant Amount: \$82,217.00
- F. **TERMS OF PAYMENT:** City of Monroe agrees to reimburse Subrecipient for the amount of its actual cash disbursement needs essential to the fulfillment of this agreement, provided that said costs shall not exceed the contract total as set forth in this agreement. Subrecipient shall submit requests for payment which identify eligible costs and financial obligations accrued by Subrecipient on forms prescribed by City of Monroe. Individual payment requests shall not exceed 30 days' cash needs. Subrecipient shall be obligated to submit final invoices to the City of Monroe within fifteen (15) days after termination of this agreement.

Subrecipient agrees that the funds expended under this agreement by Subrecipient shall be expended in a manner consistent with the major budget categories in the

attached Summary Budget. Subject to City of Monroe approval, Subrecipient may modify the major budget categories provided contract total is not exceeded. All disbursements and use of grant funds shall be in accordance with the **HUD Emergency Shelter Grants Program** provisions (Subtitle B of Title IV of the Stewart B. McKinney Homeless Assistance Act as amended, 42 U.S.C. 11301 et seq., and HUD Program Regulations at 24 CFR Part 576) which provisions are made a part hereof by reference.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF THE STATE OF LOUISIANA OFFICE OF COMMUNITY SERVICES AND AT LEAST ONE HALF OF THE FUNDS MUST BE EXPENDED DURING THE FIRST YEAR OF THE CONTRACT.

G. DURING THE PERFORMANCE OF THIS AGREEMENT, THE SUBRECIPIENT HEREBY AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

1. Subrecipient hereby agrees to adhere to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Sec. 503 of the Rehabilitation Act of 1973; Sec. 202 of Executive Order 11246 as amended; Americans with Disabilities Act of 1990; and all requirements imposed by or pursuant to the regulations of the U.S. Department of Health and Human Services and the U.S. Department of Housing and Urban Development. Subrecipient agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status or any other non-merit factor. Any act of discrimination committed by Subrecipient, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this agreement.
2. Subrecipient shall abide by all applicable laws and regulations concerning confidentiality which safeguard information and client confidentiality.
3. Subrecipient grants to the City of Monroe, the State of Louisiana, through the office of the Legislative Auditor, Office of the Inspector General, Federal Government and/or any other officially designated authorized representative of the City of Monroe the right to inspect and review all books and records pertaining to services rendered under this contract.

Subrecipient also agrees to comply with federal and/or state regulations and laws requiring an audit based on one or more of the following criteria:

- a) Any Subrecipient who expends \$500,000 or more in federal funds from all sources is required to have performed a single audit for that year under the provisions of OMB Circular A-133, Revised June 27, 2003, Audits of States, Local Governments, and Non-Profit Organizations. Single audits shall be conducted in accordance with generally accepted government auditing standards (GAGAS) issued by the Comptroller General of the United States. The only exception to an annual audit are those exceptions as noted at Section _____.220 of OMB Circular A-133.
- b) Any Subrecipient who expends less than \$500,000 in federal funds from all sources and who is subject to the provisions of Louisiana Revised Statutes 24:513 (State Audit Law), shall follow the guidance offered in the Louisiana Governmental Audit Guide (as Revised). Those who are subject to the provisions of Louisiana Revised Statutes 24:513 include governmental, public or quasi-public agencies or bodies as defined by the Statute.
- c) Any Subrecipient who expends less than \$500,000 in federal funds from all sources and is not subject to the provisions of Louisiana Revised Statutes 24:513 (State Audit Law), then no audit is required.

- d) Any Subrecipient who is a nongovernmental provider and receives \$100,000 or more per year of state funds via one or more cost reimbursement contracts, shall submit to the City of Monroe source documentation (evidenced by invoices, cancelled checks, certified payroll sheets, etc.) to justify each payment request. City of Monroe may at its discretion request that a contract compliance audit utilizing internal auditors, certified public accountant or the Legislative Auditor's office be performed. These provisions are cited at Louisiana Administrative Code Title 34:V:134.

Subrecipient shall inform the City of Monroe thirty (30) days prior to the close of their fiscal year by way of written notification of the type of engagement (single audit, program audit, compilation/attestation, etc.), the fiscal year end of the engagement and the projected total of federal and/or state fund expenditures. If the cost of the audit is to be recovered through this contract, a budget showing that portion of the audit cost allocated to each federal and/or state funded program, contract or grant should be attached. Subrecipient should be aware that there may be limitations on audit costs charged to certain federal and/or state programs based on total funding and other considerations.

Upon completion of the audit engagement, two (2) copies of the completed report shall be forwarded to: *Department of Planning and Urban Development, City of Monroe, Community Development Division, P.O. Box 123, Monroe, LA 71210-0123*. This is in addition to any other required submissions imposed on the audit entity.

4. Subrecipient agrees to retain all books, records, and other documents relevant to this agreement and funds expended hereunder for at least four (4) years after final payment or as described in 45 CFR 74:21 (b) whichever is longest.
5. Subrecipient shall not assign any interest in this agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of City, provided however, that claim for money due or to become due to Subrecipient from City under this agreement may be assigned to a bank, trust company or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be promptly furnished to the City.
6. Subrecipient hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said Subrecipient's obligation.
7. City shall make all checks payable to the order of Subrecipient in the amounts expressed or specified in the agreement. Reimbursement for travel expenses shall be in accordance with State Travel Regulations and shall constitute part of the total maximum payable under this agreement. It is further agreed that the Subrecipient accepts payment made under the terms of the agreement in full for services delivered.
8. No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority.

By entering into this agreement, Subrecipient certifies that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employees of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member

of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federally funded contract, grant, loan, or cooperative agreement, Subrecipient shall complete and submit Standard form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c) Subrecipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all tiers shall certify and disclose accordingly.
9. Subrecipient agrees that a program of monitoring of facilities and records (including those of sub-grantees) may be conducted at any reasonable time by City of Monroe, State and Federal authorities and/or designees. Subrecipient and sub-grantee (s) shall maintain program records as required by City and State produce program reports on such basis and in the manner and form as may be required by City of Monroe.
- If applicable, at least by the end of each 6-month period of this agreement, Subrecipient shall submit to City a written report detailing the use of funds, progress toward meeting specific goals, measurable objectives, terms, results or conditions that can be achieved in the specific allocated time.
- 10. When applicable, upon completion of this contract or if terminated earlier, all records, reports, worksheets, or any other materials related to this contract shall become the property of the City and State.
 - 11. No Subcontract or sub-grant agreement entered into by Subrecipient shall provide for the incurrence of any obligation of City beyond those specifically set forth herein nor shall any subcontract or sub-grant agreement relieve Subrecipient of the responsibility for the performance of any subcontractor or sub-grantee. Subcontracts shall be subject to conditions and provisions as the City may deem necessary and to prior approval by City.
 - 12. City may request changes in the scope of services of Subrecipient to be performed hereunder. Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when reduced to writing, duly signed, and attached to the original of this agreement. No claim for services furnished or requested for reimbursement by Subrecipient, not provided for in this agreement, shall be allowed by the City.
 - 13. In the event that City determines that certain costs which have been reimbursed to Subrecipient pursuant to this or previous agreements are not allowable, the City shall have the right to set off and withhold said amounts from any amount due the Subrecipient under this agreement for costs that are allowable; or Subrecipient shall, upon City's request, refund to City any sum of money which has been paid to Subrecipient by City which City determines has resulted in an overpayment, or which City determines has not been spent in accordance with the terms of this agreement. Such refund shall be made by Subrecipient within thirty (30) days after request by City.

14. Subrecipient agrees to protect, defend, indemnify, save and hold harmless the City and State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Subrecipient, its agents, servants, subcontractors, and employees or any and all costs, expense and/or attorney fees incurred by the Subrecipient as a result of any claim, demands, and/or causes of action except for these claims, demands, and/or causes of action arising out of the negligence of the City, all City Departments, Boards, Commissions, its agents, representatives, and/or employees. Subrecipient agrees to investigate, handle, respond to provide defense for and defend any such claims, demands, or suits at its sole expenses and agrees to bear all other costs and expenses related thereto, even if such claims, etc. are groundless, false or fraudulent.
15. This agreement is subject to and conditioned upon the availability and appropriation of Federal, and/or State funds; and no liability or obligation for payment will develop between the parties until this agreement has been approved by required authorities of the City and, if contract exceed \$20,000, the Director of the Office of Contractual Review, Division of Administration.
16. Any amendment to this agreement shall not be valid until it has been executed by the Mayor or other designated authority of the City, which is a party to the contract, and by the Subrecipient, and approved by required authority of the Non-Profit Organization; and the State's Director of the Office of Contractual Review, Division of Administration.
17. ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES
Except as specifically modified by law or regulation, in performing this agreement, Subrecipient shall comply with the administrative requirements set forth in OMB Circular No. A-110 (nonprofit organizations) or the regulations codified at 24 CFR Part 85 (units of local government). Subrecipient shall adhere to the cost principles set forth in OMB Circular No. A-122 (nonprofit organizations) or the cost principles in OMB Circular A-87 (units of local government), as applicable to Program participant.
18. Emergency Solutions Grants Program Certifications
Subrecipient in using funds under the Emergency Shelter Grants Program (ESG) certifies that the Non-Profit Organization and its Subcontractor(s) will comply with the following ESG requirements:

The requirements of 42 U.S.C. 11374(a) (4) which provide that the funding of homeless prevention activities for families that have received eviction notices or notices of termination of utility services meet the following standards: (A) that the inability of the family to make the required payment must be the result of a sudden reduction in income; (B) that the assistance must be necessary to avoid eviction of the family or termination of the services to the family; (C) that there must be a reasonable prospect that the family will be able to resume payments within a reasonable period of time; and (D) that the assistance must not supplant funding for preexisting homeless prevention activities from any other source.

The requirements of 42 U.S.C. 11375 (c) concerning the continued use of buildings for which Emergency Shelter Grant funds are used for rehabilitation or conversion of buildings for use as emergency shelters for the homeless; or when funds are used for operating costs or essential services, concerning the population to be served.

The building standards requirement of 24 CFR §576.55; i.e. any renovation

carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

The requirements of 24 CFR §576.56, concerning assistance to the homeless; and

The requirements of 24 CFR §576.57, other appropriate provisions of 24 CFR Part 575, and other applicable Federal laws concerning nondiscrimination and equal opportunity.

The requirements of 24 CFR 576.59 (b) concerning the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

The requirements of 24 CFR 576.59 concerning minimizing the displacement of persons as a result of a project assisted with ESGP funds.

The requirements of 24 CFR 576.65(a) and 576.65 (b) that Subrecipient development and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG Program and that the address or location of any family violence shelter project assisted under the ESG Program will, except with written authorization of the person(s) responsible for the operation of such shelter, not be made public.

The requirement that recipients involve, to the maximum extent practicable, homeless individuals and families in providing work or services pertaining to facilities or activities assisted under the ESG program, and in providing services for occupants of these facilities as provided by 24 CFR 576.56(b) (2).

MATCHING FUNDS: Subrecipient certifies that the matching funds as required by the regulation at 24 CFR §576.51 and 42 USC 11375 will be provided either by the applicant local government or through supplementary funds or voluntary efforts provided by nonprofit recipients.

HOMELESS MANAGEMENT INFORMATION SYSTEM: Subrecipient agrees to ensure compliance with HUD's standards for participation in a local Homeless Management Information System (HMIS) and the collection and reporting of client-level information.

ENVIRONMENTAL REVIEW: Subrecipient agrees to comply with the provisions of the environmental requirements of 24 CFR Part 58 as applicable under section 104 (g) of the Housing and Community Development Act of 1974 with respect to funds provided under this grant agreement. As applicable, Subrecipient will submit complete environmental assessment of all projects to be assisted under this agreement in compliance with the National Environmental Policy Act (NEPA) of 1974 and related authorities.

Subrecipient further certifies that the local government will comply with the requirements of 24 CFR Part 24 concerning the Drug Free Workplace Act of 1988 and will ensure that each project receiving ESGP funding will administer, in good faith, a policy designed to ensure that the homeless facility is free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

19. PRO-CHILDREN ACT PROVISION

Provider will comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (ACT), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs, either directly, or through State or local governments. Federal

programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The ACT does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. The provider further agrees that the above language will be included in any sub-awards which contain provisions for children's services and that all sub-grantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day.

20. LEGAL AUTHORITY: Subrecipient assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving Subrecipient legal authority to enter into this agreement, receive funds authorized by this agreement and to perform services, Subrecipient has obligated itself to perform under this agreement.
21. Subrecipient certifies and assures that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Subrecipient agrees that it and its subcontractor(s) shall not make any award or permit any award (contracts) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

H. **THIS AGREEMENT CONTAINS OR HAS ATTACHED HERETO ALL THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES. ANY DISPUTES ARISING OUT OF THIS AGREEMENT SHALL BE RESOLVED PURSUANT TO R.S. 39:1524 - 1526.**

IN WITNESS THEREOF, THIS AGREEMENT IS SIGNED AND ENTERED INTO ON THE DATE INDICATED BELOW.

SUBRECIPIENT: Christopher Youth Center formerly known as Our House, Inc.

BY: _____
(SIGNATURE) DATE

NAME _____

TITLE _____

CITY OF MONROE:

BY: _____
FRIDAY ELLIS, MAYOR DATE

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING A SUBRECIPIENT CONTRACT BETWEEN THE CITY OF MONROE AND THE WELLSRING ALLIANCE FOR FAMILIES FOR UP TO \$42,000.00 IN HUD/EMERGENCY SOLUTIONS GRANTS PROGRAM FUNDING AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City desires to enter into the attached Subrecipient Contract between the City of Monroe and The Wellspring Alliance for Families to implement the Emergency Solutions Grant Program; and

WHEREAS, the Subrecipient Contract provides up to \$42,000.00 in funding to the Wellspring Alliance for Families in accordance with specified terms and conditions; and

WHEREAS, the Subrecipient Contract is attached hereto and made part hereof.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that Mayor Friday Ellis is hereby authorized to enter into and execute the attached Subrecipient Contract between the City of Monroe and The Wellspring Alliance for Families.

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 September 2024.

CHAIRPERSON

CITY CLERK

**SUBRECIPIENT CONTRACT
BETWEEN
CITY OF MONROE AND
THE WELLSPRING ALLIANCE FOR FAMILIES**

Address: 1515 Jackson Street, Monroe, LA

ZIP: 71202

Parish: Ouachita

Federal Employer I.D.# 72-0442226

Subrecipient (Non-Profit Organization)

Federal Funds Source: HUD/Emergency Solutions Grants Program, CFDA #14.231

THIS AGREEMENT is between the City of Monroe, referred to as "City", represented by Friday Ellis, Mayor and The Wellspring referred to as "Subrecipient".

- A. **PROGRAM:** The City of Monroe has deemed it appropriate to grant to Subrecipient through the State, certain sums of money to be used by the Subrecipient in activities relating to emergency shelter for needy homeless individuals, to assist the City pursuant to rules and regulations of the **HUD Emergency Solutions Grants Program**. All activities authorized by this agreement will be performed in accordance with the approved project description(s), approved budget(s), and relevant State and federal directives and policies. See Attachment A - Project Summary(s) and Attachment B - Summary Budget(s) which are incorporated herein.
- B. Effective Date: July 1, 2024 Termination Date: June 30, 2025.
- C. This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party but in no case shall continue beyond the specified termination date.
- D. The City of Monroe may terminate this agreement for cause based upon the failure of the Subrecipient to comply with the terms and/or conditions of the agreement; provided that the City of Monroe shall give the Subrecipient written notice specifying the Subrecipient's failure. If within thirty (30) days after receipt of such notice, the Subrecipient shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the City of Monroe may, at its option, place the Subrecipient in default and the contract shall terminate on the date specified in such notice. The Subrecipient may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the City of Monroe to comply with the terms and conditions of this contract; provided that the Subrecipient shall give the City of Monroe written notice specifying the City of Monroe's failure and a reasonable opportunity to cure a failure. A reasonable opportunity to cure a failure shall not be less than or limited to thirty (30) days.
- E. Maximum Grant Amount: \$42,000.00
- F. **TERMS OF PAYMENT:** City of Monroe agrees to reimburse Subrecipient for the amount of its actual cash disbursement needs essential to the fulfillment of this agreement, provided that said costs shall not exceed the contract total as set forth in this agreement. Subrecipient shall submit requests for payment which identify eligible costs and financial obligations accrued by Subrecipient on forms prescribed by City of Monroe. Individual payment requests shall not exceed 30 days' cash needs. Subrecipient shall be obligated to submit final invoices to the City of Monroe within fifteen (15) days after termination of this agreement.

Subrecipient agrees that the funds expended under this agreement by Subrecipient shall be expended in a manner consistent with the major budget categories in the attached Summary Budget. Subject to City of Monroe approval, Subrecipient may modify the major budget categories provided contract total is not exceeded. All

disbursements and use of grant funds shall be in accordance with the **HUD Emergency Shelter Grants Program** provisions (Subtitle B of Title IV of the Stewart B. McKinney Homeless Assistance Act as amended, 42 U.S.C. 11301 et seq., and HUD Program Regulations at 24 CFR Part 576) which provisions are made a part hereof by reference.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF THE STATE OF LOUISIANA OFFICE OF COMMUNITY SERVICES AND AT LEAST ONE HALF OF THE FUNDS MUST BE EXPENDED DURING THE FIRST YEAR OF THE CONTRACT.

G. DURING THE PERFORMANCE OF THIS AGREEMENT, THE SUBRECIPIENT HEREBY AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

1. Subrecipient hereby agrees to adhere to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Sec. 503 of the Rehabilitation Act of 1973; Sec. 202 of Executive Order 11246 as amended; Americans with Disabilities Act of 1990; and all requirements imposed by or pursuant to the regulations of the U.S. Department of Health and Human Services and the U.S. Department of Housing and Urban Development. Subrecipient agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status or any other non-merit factor. Any act of discrimination committed by Subrecipient, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this agreement.
2. Subrecipient shall abide by all applicable laws and regulations concerning confidentiality which safeguard information and client confidentiality.
3. Subrecipient grants to the City of Monroe, the State of Louisiana, through the office of the Legislative Auditor, Office of the Inspector General, Federal Government and/or any other officially designated authorized representative of the City of Monroe the right to inspect and review all books and records pertaining to services rendered under this contract.

Subrecipient also agrees to comply with federal and/or state regulations and laws requiring an audit based on one or more of the following criteria:

- a) Any Subrecipient who expends \$500,000 or more in federal funds from all sources is required to have performed a single audit for that year under the provisions of OMB Circular A-133, Revised June 27, 2003, Audits of States, Local Governments, and Non-Profit Organizations. Single audits shall be conducted in accordance with generally accepted government auditing standards (GAGAS) issued by the Comptroller General of the United States. The only exception to an annual audit are those exceptions as noted at Section _____.220 of OMB Circular A-133.
- b) Any Subrecipient who expends less than \$500,000 in federal funds from all sources and who is subject to the provisions of Louisiana Revised Statutes 24:513 (State Audit Law), shall follow the guidance offered in the Louisiana Governmental Audit Guide (as Revised). Those who are subject to the provisions of Louisiana Revised Statutes 24:513 include governmental, public or quasi-public agencies or bodies as defined by the Statute.
- c) Any Subrecipient who expends less than \$500,000 in federal funds from all sources and is not subject to the provisions of Louisiana Revised Statutes 24:513 (State Audit Law), then no audit is required.
- d) Any Subrecipient who is a nongovernmental provider and receives \$100,000 or more per year of state funds via one or more cost reimbursement

contracts, shall submit to the City of Monroe source documentation (evidenced by invoices, cancelled checks, certified payroll sheets, etc.) to justify each payment request. City of Monroe may at its discretion request that a contract compliance audit utilizing internal auditors, certified public accountant or the Legislative Auditor's office be performed. These provisions are cited at Louisiana Administrative Code Title 34:V:134.

Subrecipient shall inform the City of Monroe thirty (30) days prior to the close of their fiscal year by way of written notification of the type of engagement (single audit, program audit, compilation/attestation, etc.), the fiscal year end of the engagement and the projected total of federal and/or state fund expenditures. If the cost of the audit is to be recovered through this contract, a budget showing that portion of the audit cost allocated to each federal and/or state funded program, contract or grant should be attached. Subrecipient should be aware that there may be limitations on audit costs charged to certain federal and/or state programs based on total funding and other considerations.

Upon completion of the audit engagement, two (2) copies of the completed report shall be forwarded to: **Department of Planning and Urban Development, City of Monroe, Community Development Division, P.O. Box 123, Monroe, LA 71210-0123**. This is in addition to any other required submissions imposed on the audit entity.

4. Subrecipient agrees to retain all books, records, and other documents relevant to this agreement and funds expended hereunder for at least four (4) years after final payment or as described in 45 CFR 74:21 (b) whichever is longest.
5. Subrecipient shall not assign any interest in this agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of City, provided however, that claims for money due or to become due to Subrecipient from City under this agreement may be assigned to a bank, trust company or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be promptly furnished to the City.
6. Subrecipient hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said Subrecipient's obligation.
7. City shall make all checks payable to the order of Subrecipient in the amounts expressed or specified in the agreement. Reimbursement for travel expenses shall be in accordance with State Travel Regulations and shall constitute part of the total maximum payable under this agreement. It is further agreed that the Subrecipient accepts payment made under the terms of the agreement in full for services delivered.
8. No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority.

By entering into this agreement, Subrecipient certifies that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employees of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federally funded contract, grant, loan, or cooperative agreement, Subrecipient shall complete and submit Standard form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c) Subrecipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all tiers shall certify and disclose accordingly.
9. Subrecipient agrees that a program of monitoring of facilities and records (including those of sub-grantees) may be conducted at any reasonable time by City of Monroe, State and Federal authorities and/or designees. Subrecipient and sub-grantee (s) shall maintain program records as required by City and State produce program reports on such basis and in the manner and form as may be required by City of Monroe.
- If applicable, at least by the end of each 6-month period of this agreement, Subrecipient shall submit to City a written report detailing the use of funds, progress toward meeting specific goals, measurable objectives, terms, results or conditions that can be achieved in the specific allocated time.
10. When applicable, upon completion of this contract or if terminated earlier, all records, reports, worksheets, or any other materials related to this contract shall become the property of the City and State.
11. No Subcontract or sub-grant agreement entered into by Subrecipient shall provide for the incurrence of any obligation of City beyond those specifically set forth herein nor shall any subcontract or sub-grant agreement relieve Subrecipient of the responsibility for the performance of any subcontractor or sub-grantee. Subcontracts shall be subject to conditions and provisions as the City may deem necessary and to prior approval by City.
12. City may request changes in the scope of services of Subrecipient to be performed hereunder. Any alterations, variations, modifications or waivers of provisions of this agreement shall be valid only when reduced to writing, duly signed, and attached to the original of this agreement. No claim for services furnished or requested for reimbursement by Subrecipient, not provided for in this agreement, shall be allowed by the City.
13. In the event that City determines that certain costs which have been reimbursed to Subrecipient pursuant to this or previous agreements are not allowable, the City shall have the right to set off and withhold said amounts from any amount due the Subrecipient under this agreement for costs that are allowable; or Subrecipient shall, upon City's request, refund to City any sum of money which has been paid to Subrecipient by City which City determines has resulted in an overpayment, or which City determines has not been spent in accordance with the terms of this agreement. Such refund shall be made by Subrecipient within thirty (30) days after request by City.
14. Subrecipient agrees to protect, defend, indemnify, save and hold harmless

the City and State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Subrecipient, its agents, servants, subcontractors, and employees or any and all costs, expense and/or attorney fees incurred by the Subrecipient as a result of any claim, demands, and/or causes of action except for these claims, demands, and/or causes of action arising out of the negligence of the City, all City Departments, Boards, Commissions, its agents, representatives, and/or employees. Subrecipient agrees to investigate, handle, respond to provide defense for and defend any such claims, demands, or suits at its sole expenses and agrees to bear all other costs and expenses related thereto, even if such claims, etc. are groundless, false or fraudulent.

15. This agreement is subject to and conditioned upon the availability and appropriation of Federal, and/or State funds; and no liability or obligation for payment will develop between the parties until this agreement has been approved by required authorities of the City and, if contract exceed \$20,000, the Director of the Office of Contractual Review, Division of Administration.
16. Any amendment to this agreement shall not be valid until it has been executed by the Mayor or other designated authority of the City, which is a party to the contract, and by the Subrecipient, and approved by required authority of the Non-Profit Organization; and the State's Director of the Office of Contractual Review, Division of Administration.
17. ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES
Except as specifically modified by law or regulation, in performing this agreement, Subrecipient shall comply with the administrative requirements set forth in OMB Circular No. A-110 (nonprofit organizations) or the regulations codified at 24 CFR Part 85 (units of local government). Subrecipient shall adhere to the cost principles set forth in OMB Circular No. A-122 (nonprofit organizations) or the cost principles in OMB Circular A-87 (units of local government), as applicable to Program participant.
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The requirements of 42 U.S.C. 11375 (c) concerning the continued use of buildings for which Emergency Shelter Grant funds are used for rehabilitation or conversion of buildings for use as emergency shelters for the homeless; or when funds are used for operating costs or essential services, concerning the population to be served.

The building standards requirement of 24 CFR §576.55; i.e. any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

The requirements of 24 CFR §576.56, concerning assistance to the homeless; and

The requirements of 24 CFR §576.57, other appropriate provisions of 24 CFR Part 575, and other applicable Federal laws concerning nondiscrimination and equal opportunity.

The requirements of 24 CFR 576.59 (b) concerning the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

The requirements of 24 CFR 576.59 concerning minimizing the displacement of persons as a result of a project assisted with ESGP funds.

The requirements of 24 CFR 576.65(a) and 576.65 (b) that Subrecipient development and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG Program and that the address or location of any family violence shelter project assisted under the ESG Program will, except with written authorization of the person(s) responsible for the operation of such shelter, not be made public.

The requirement that recipients involve, to the maximum extent practicable, homeless individuals and families in providing work or services pertaining to facilities or activities assisted under the ESG program, and in providing services for occupants of these facilities as provided by 24 CFR 576.56(b) (2).

MATCHING FUNDS: Subrecipient certifies that the matching funds as required by the regulation at 24 CFR §576.51 and 42 USC 11375 will be provided either by the applicant local government or through supplementary funds or voluntary efforts provided by nonprofit recipients.

HOMELESS MANAGEMENT INFORMATION SYSTEM: Subrecipient agrees to ensure compliance with HUD's standards for participation in a local Homeless Management Information System (HMIS) and the collection and reporting of client-level information.

ENVIRONMENTAL REVIEW: Subrecipient agrees to comply with the provisions of the environmental requirements of 24 CFR Part 58 as applicable under section 104 (g) of the Housing and Community Development Act of 1974 with respect to funds provided under this grant agreement. As applicable, Subrecipient will submit complete environmental assessment of all projects to be assisted under this agreement in compliance with the National Environmental Policy Act (NEPA) of 1974 and related authorities.

Subrecipient further certifies that the local government will comply with the requirements of 24 CFR Part 24 concerning the Drug Free Workplace Act of 1988 and will ensure that each project receiving ESGP funding will administer, in good faith, a policy designed to ensure that the homeless facility is free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

19. PRO-CHILDREN ACT PROVISION

Provider will comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (ACT), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs, either directly, or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees,

and contracts. The ACT does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. The provider further agrees that the above language will be included in any sub-awards which contain provisions for children's services and that all sub-grantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day.

20. LEGAL AUTHORITY: Subrecipient assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving Subrecipient legal authority to enter into this agreement, receive funds authorized by this agreement and to perform services, Subrecipient has obligated itself to perform under this agreement.
21. Subrecipient certifies and assures that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Subrecipient agrees that it and its subcontractor(s) shall not make any award or permit any award (contracts) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

H. THIS AGREEMENT CONTAINS OR HAS ATTACHED HERETO ALL THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES. ANY DISPUTES ARISING OUT OF THIS AGREEMENT SHALL BE RESOLVED PURSUANT TO R.S. 39:1524 - 1526.

IN WITNESS THEREOF, THIS AGREEMENT IS SIGNED AND ENTERED INTO ON THE DATE INDICATED BELOW.

SUBRECIPIENT: The Wellspring Alliance for Families

BY: _____
(SIGNATURE) DATE

NAME _____

TITLE _____

CITY OF MONROE:

BY: FRIDAY ELLIS, MAYOR _____
DATE

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF MONROE AND COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO) AHAYA COMMUNITY DEVELOPMENT CORPORATION, INC. IN THE AMOUNT OF \$50,000.00 FROM HOME M-23-MC-23-0206, AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City desires to enter in the attached Program Agreement with AHAYA Community Development Corporation, Inc., as a qualified Community Housing Development Organization (CHDO), to implement the City’s HOME in Monroe Program; and

WHEREAS, the Program Agreement provides up to \$50,000.00 in funding to the CHDO from M-23-MC-23-0206 HOME Funds in accordance with specified terms and conditions; and

WHEREAS, the Program Agreement is attached hereto and made part hereof.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that Mayor Friday Ellis is hereby authorized to enter into and execute the attached Program Agreement between the City of Monroe and Community Housing Development Organization (CHDO) AHAYA Community Development Corporation, Inc.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

If the CHDO cannot meet the schedule referenced herein or complete the services because of delays resulting from Acts of God, untimely review and approval by the CITY and other governmental authorities having jurisdiction over the PROJECT, or other delays that CHDO does not cause, then, in that case, the CITY shall grant a reasonable extension of time to complete the PROJECT. It shall be the responsibility of the CHDO to notify the CITY promptly, in writing, whenever a delay is anticipated or experienced and to inform the CITY of all facts and details related to the delay.

IV.

Scope and Objectives of Work Contemplated by PROJECT

The scope and performance of the PROJECT shall be in accordance with the Scope of Work submitted by CHDO. A copy of said Scope of Work is attached as **Exhibit "A"** and incorporated herein for all purposes. The PROJECT shall be completed under the specifications detailed in **Exhibit "B,"** PROJECT Schedule and Milestones and **Exhibit "C,"** PROJECT Budget.

CHDO shall meet the milestones within the contract period as stated in **Exhibit "B"**, entitled "PROJECT Schedule and Milestones," attached hereto and incorporated herein for all purposes. In the case of conflict between the language of this Agreement and any Exhibit attached hereto, the terms and conditions of this Agreement shall be final and binding on both parties. The proposal and objectives are hereafter referred to as the "PROJECT."

For Construction/Rehabilitation projects ONLY: PROJECT completion shall mean that all necessary construction work has been completed, the City of Monroe has met all property standards, the final drawdown of HOME funds is disbursed in the Intergraded Disbursement and Information System (IDIS), and all beneficiary data has been input into the system. If CHDO wants to turn the rental project into a homebuyer project, CHDO must find an eligible low-income homebuyer who shall occupy the properties as their principal residence. Periods of affordability required by 24 C.F.R. Part 92.254 shall be enforced by deed restriction, as described below. Properties sold to low-to-moderate-income homebuyers will be secured by a subordinate lien, payable to the City of Monroe for a period commensurate with H.U.D. required affordability period. Down Payment and closing cost assistance may be provided to eligible low- to moderate-income, first-time homebuyers by the City of Monroe through as-defined homebuyer policies. When down payment assistance is provided, the affordability period will be based solely upon the amount of new construction if the City of Monroe invested HOME funds into the construction of said property and/or the funds needed to assist low-income individuals with Down Payment.

If CHDO fails to sell the unit (when completing homebuyer activities or new construction for homeownership) within nine months of PROJECT completion, then in that case, the PROJECT will then convert to a HOME rental unit that complies with all HOME requirements for the affordability period applicable to such rental units in conformance with 24 CFR 92.252, 92.253, and the 2013 HOME Final Rule.

Should the unit convert to a HOME rental unit, CHDO will be the official landlord ultimately responsible for selecting a tenant who can qualify for a market rate loan within 24 months of signing a lease-to-purchase contract. Tenant must qualify as low-income when the lease-to-purchase or rental Agreement is signed. **CHDO will be responsible for maintaining the unit, including warranty items, while it is being leased.** CHDO will conform to all HOME regulations required by 24 C.F.R. Part 92 and the 2013 HOME Final Rule, including but not limited to rent standards, fair housing requirements, housing quality standards, and conflict of interest.

It is understood and agreed by the parties hereto that this Agreement and the disbursement

of funds according to this Agreement are governed by the provisions of 24 C.F.R. Part 92, the HOME Program, including the 2013 HOME Final Rule and any amendments to it; that the parties hereto agree to abide by the applicable provisions of said HOME Program; that references to specific sections of 24 C.F.R. Part 92 and the 2013 HOME Final Rule, herein do not limit the applicability of other sections that are not specifically mentioned herein; and that in the event of any conflict between any provision herein and the requirements of 24 C.F.R. Part 92 and the 2013 HOME Final Rule, said federal requirements shall take precedence.

In addition, proper acknowledgment must be given to the City of Monroe by including the following statement on all printed programs, publicity, publications, or documents related to the PROJECT: "The services provided are made possible in part through a grant from the City of Monroe." CHDO shall also prominently display this acknowledgment in any CHDO facility or on any CHDO property where the PROJECT is to be located.

The scope and performance of the services of the CHDO shall be in accordance with the following documents, which are incorporated herein by reference:

- Exhibit A – Scope of Work
- Exhibit B – PROJECT Schedule and Milestones
- Exhibit C – PROJECT Budget
- Exhibit D – Certification for Contracts, Grants, Loans, and Cooperative Agreements
- Exhibit E – Affidavit Against Prohibited Acts
- Exhibit F – Applicable Laws and Regulations
- Exhibit G – Audit Certification
- Exhibit H – Part 200 Data Elements and Requirements
- Exhibit I – Resolutions

V.

Intended Beneficiaries

The intended beneficiaries of this Agreement are those persons within the City of Monroe who need affordable housing and related services provided by CHDO under this Agreement, all of whom shall be documented low- to moderate-income renters or first-time homebuyers, as defined by the U. S. Department of Housing and Urban Development ("H.U.D."). For purposes of this Agreement, the definition of low- to moderate- income first time homebuyers shall be as specified by H.U.D. and is subject to change without notice. CHDO shall establish, maintain, and submit to CITY documentation concerning PROJECT beneficiaries in a form acceptable to City of Monroe's Community Development.

VI.

Consideration Furnished by City and Limit of City's Disbursement

In consideration for such services, CITY shall pay CHDO an amount not to exceed \$50,000.00, said amount to be paid upon submission to CITY of appropriate documentation as stipulated by Community Development staff. Any 2022 HOME Program funds allocated by CITY for this PROJECT that have not been expended by the final reimbursement date listed in Section III. Term of Agreement and invoiced by CHDO within sixty (60) calendar days after this date, shall revert to CITY's HOME Program account to be allocated for other HOME eligible activities.

VII.
CHDO Proceeds

CHDO is entitled to a developer fee of 15 percent of the total development cost of each HOME-assisted unit sold through this PROJECT. The developer fee will be paid to CHDO through CHDO proceeds upon the sale of each HOME-assisted unit.

All other proceeds from the sale of all property acquired for this PROJECT will be deposited in an account established by CHDO specifically and exclusively for CITY's HOME Program funds. These funds will be considered CHDO proceeds. Any such funds deposited in this account must be expended to either acquire and rehabilitate or acquire, demolish, newly re-construct, and resell at least one (1) additional property to an eligible household in accordance with 24 CFR 92.300(a)(2) or as specified in this Agreement. At the end of the contract period, CHDO proceeds will be retained by CHDO for housing activities that benefit low-to-moderate-income families in Monroe. CHDO must keep a written document substantiating all costs and activities assisted with CHDO proceeds funding.

VIII.
Reversion of Assets

Upon expiration of this Agreement, CITY shall allow CHDO to continue to use CHDO proceeds for future HOME Program-eligible activities in Monroe. CHDO proceeds are to be expended within two (2) years after they are generated. CHDO shall transfer to CITY any HOME Program funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME Program funds (other than CHDO proceeds described above). In the event of termination by CITY due to CHDO's default, CHDO shall immediately transfer to CITY any HOME Program funds, and CHDO proceeds on hand at the time of termination and any accounts receivable attributable to the use of HOME Program funds except funds required to meet accrued expenditures incurred before the date of termination. This Section shall survive termination or expiration of this Agreement.

IX.
Monitoring and Recordkeeping

CITY's Office of Community Development staff will periodically monitor and evaluate CHDO's progress on PROJECT performance. CHDO shall establish and maintain appropriate documentation to verify stated performance objectives and shall submit such documentation to CITY's Community Development if deemed necessary. CHDO further agrees to on-site monitoring by CITY, H.U.D., and the Office of Inspector General (OIG) representatives.

Disbursed funds must be deposited in an institution having sufficient federal depository insurance to cover the proceeds amount deposited. CHDO agrees that CITY, H.U.D., OIG, the Comptroller General of the United States, and any of their duly authorized representatives shall have access to any books, documents, papers, and records of PROJECT, for the purpose of making audit examinations, excerpts, and transcriptions. CHDO shall include a provision securing this right in any contract entered with third parties. Both CHDO and CITY shall maintain this Agreement and all records pertaining to such Agreement for a period of five (5) years after the PROJECT's affordability period has been completed. Records to be retained include but are not limited to, timesheets, receipts and invoices for materials, supplies, and services; match, plans, subcontracts; and documentation used to request reimbursement of expenses.

To support CITY's compliance with federal monitoring requirements, including those set

out in 2 C.F.R. 200.302 and 200.328, CHDO shall submit to CITY's Community Development staff a copy of an annual independent audit covering the contract period and any accompanying management letters. Such audit shall be completed by an independent auditor in accordance with generally accepted accounting and auditing standards governing financial and compliance audits, and a copy shall be submitted to CITY within nine (9) months of the end of CHDO fiscal year or forty-five (45) days of acceptance and review by CHDO, whichever comes first.

In the event CHDO is allocated \$750,000 or more in a year in Federal awards, CHDO shall be required to complete "**Exhibit G**" and shall comply with U.S. Governmental federal audit requirements, including the requirements contained in Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (also known as the Super Circular) codified at 2 C.F.R., Part 200 Section C: Subpart F Audit Requirements. (See "**Exhibit G**".)

CITY reserves the right to conduct additional financial and compliance audits of the HOME Program funds received and performances rendered under this Agreement. CHDO agrees to permit CITY or its authorized representative to audit CHDO's records pertaining to this project and to obtain any documents, materials, or information pertaining to this project necessary to facilitate such audit.

CHDO shall be liable to CITY for any costs disallowed (as defined in this Agreement) pursuant to financial and compliance audit(s) of HOME Program funds received under this Agreement. CHDO shall reimburse CITY of such disallowed costs from funds not provided or otherwise made available to CHDO under this Agreement.

X.

Nonperformance and Termination

Suppose the CITY decides that the provisions of this Agreement have not been performed by either CHDO or the PROJECT. In that case, CITY reserves the right to, in accordance with 2 C.F.R. Part 200.338, suspend or terminate this Agreement by notice in writing to CHDO if CHDO materially fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 2 C.F.R. Part 200.339.

XI.

Method of Payment

CHDO shall be reimbursed for the acquisition of land, demolition, reconstruction, and/or rehabilitation and related reconstruction and/or rehabilitation hard and soft costs for a total amount not to exceed Payment shall be made for eligible costs incurred, in accordance with 24 CFR 92.206, as shown in **Exhibit "C,"** upon submission of proper invoices for work completed, provided that services have been satisfactory and that any and all service delivery data requested by CITY has been furnished. Requests for Payment shall not be submitted, and Payment shall not be made more often than once every thirty (30) days throughout the Agreement period. CHDO may not request disbursement of funds until the funds are needed for reimbursement of eligible costs. The amount of each request must be limited to the amount needed and shall be supported by appropriate documentation such as receipts, invoices, and PROJECT schedule. CHDO shall:

1. Create and maintain spreadsheet of all line items approved "**Exhibit C**" PROJECT Budget; track and report on payments made to date for each approved line item, submit to CITY the amount of reimbursement request for invoice being submitted, and budget balance with the Payment of each line items.
2. Only request reimbursement from HOME funds for eligible project costs as defined

in 24 CFR 92.206.

3. Maintain and submit detailed financial reports for each specific address under construction which includes copies of "Stamp paid" invoices documenting all costs incurred associated with the address.
4. Maintain and submit signed and dated housing inspection reports verifying all work performed at the address for which reimbursement is being requested.
5. Maintain and submit copies (front and back) of all cancelled checks associated with each address verifying Payment of all billed expenses.

CITY shall make Payment to CHDO within net thirty (30) calendar days of receipt of a complete and acceptable request by the CITY. CITY reserves the right to withhold disbursement of funds until appropriate documentation is submitted.

Upon request for reimbursement, an inspection will be performed by CITY to ensure all work is done in accordance with applicable codes, the contract, and any construction documents. If satisfactory, Payment will be made. When all green tags have been issued by the City of Monroe's building inspections department, and the units have passed final inspection and are in full compliance with Section XXXIV of this Agreement, CHDO shall submit an invoice to the City of Monroe for final Payment accompanied by a Bill Paid Affidavit and Release of Lien signed by all contractors and subcontractors involved in the project.

CHDO shall submit to CITY match reports with each request for disbursement on forms acceptable to CITY. CITY reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. CITY also reserves the right to hold Payment until adequate documentation has been provided and reviewed.

CITY shall not be liable to CHDO for any costs which:

1. Have been reimbursed to CHDO or are subject to reimbursement to CHDO by any source other than CITY;
2. Are not allowable costs, as set forth in the HOME Act and/or this Agreement.
3. Are not strictly in accordance with the terms of this Agreement, including the Exhibits.
4. Have not been reported to CITY within sixty (60) days following termination of this Agreement; or
5. Are not incurred during the Agreement period.

CHDO shall refund to CITY any sum of money which has been paid to CHDO by CITY, which CITY determines has resulted in an overpayment, or which CITY determines has not been spent strictly in accordance with the terms of this Agreement. Such a refund shall be made by CHDO within fifteen (15) days after request by CITY.

XII. **Allowable Costs**

CHDO shall be reimbursed by CITY's HOME Program funds for operating costs, an

amount not to exceed as generally described in the PROJECT Budget attachment, **Exhibit "C."** All such expenses must be in conformance with the approved budget. All budget revisions and approvals shall be required in writing prior to Payment of any expenses not conforming to the approved PROJECT budget, **Exhibit "C."** CHDO will proceed with property acquisition only after receipt of a notice to proceed from CITY. CHDO shall establish, maintain, and submit to CITY documentation concerning PROJECT expenditures in a form acceptable to CITY's Office of Strategic Initiatives, Grants Management staff. All PROJECT costs must be reasonable and consistent with policies and procedures of CITY, CHDO, and H.U.D. The costs must be accorded consistent treatment and must be determined to be in accordance with generally accepted accounting principles. In no event shall CHDO be reimbursed for expenses incurred in the administration of the PROJECT. CITY reserves the right to audit all budgets, work schedules, and accounts relating to this Agreement and/or City of Monroe HOME Program funds. CHDO further agrees to comply with applicable provisions of 2 C.F.R. Part 200.

XIII. Lobbying

CHDO shall provide certification (**Exhibit "D"**) to CITY that no federal appropriated funds have been paid, or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative Agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, CHDO will complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying", in accordance with its instructions.

XIV. Prevention of Fraud and Abuse

CHDO shall establish, maintain, and utilize internal systems and procedures sufficient to prevent, detect, and correct incidents of waste, fraud, and abuse in the performance of this Agreement and to provide for the proper and effective management of all program and fiscal activities funded by this Agreement. CHDO's internal control systems and all transactions and other significant events are to be clearly documented and the documentation shall be readily available for monitoring by CITY.

CHDO shall give CITY complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the performance of this Agreement. CHDO shall fully cooperate with CITY's efforts to detect, investigate, and prevent waste, fraud, and abuse.

CHDO may not discriminate against any employee or other person who reports a violation of the terms of this Agreement or of any law or regulation to CITY or to any appropriate law enforcement authority, if the report is made in good faith.

XV. Conditions for Religious Organizations

The performance of this Agreement shall not involve, and no portion of the HOME Program

funds received by CHDO hereunder shall be used in support of any sectarian or religious activity.

HOME Program funds may not be provided to primarily religious organizations, such as churches, for any activity including secular activities. In addition, HOME Program funds may not be used to rehabilitate or construct housing owned by primarily religious organizations or to assist primarily religious organizations in acquiring housing. However, HOME Program funds may be used by a secular entity to acquire housing from a primarily religious organization, and a primarily religious entity may transfer title to property to a wholly secular entity and the entity may participate in the HOME Program in accordance with the requirements of 24 C.F.R. Part 92. The entity may be an existing or newly established entity, which may be an entity established by the religious organization. The completed housing project must be used exclusively by the owner entity for secular purposes, available to all persons regardless of religion. There must be no religious or membership criteria for tenants and subsequent homebuyers of the HOME-assisted property, as applicable.

XVI. Independent Contractor

CHDO covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of CITY; that CHDO shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors, and consultants; that the doctrine of respondent superior shall not apply as between CITY and CHDO, its officers, agents, employees, contractors, subcontractors, and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CHDO.

XVII. Equal Opportunity and Nondiscrimination

In performing under this Agreement, CHDO shall not discriminate against any worker, employee or applicant for employment, on the basis of race, color, creed, religion, age, sex, familial status, national origin, disability, handicap status nor otherwise commit an unfair employment practice. In the selection of occupants for PROJECT units, CHDO must comply with all non-discrimination requirements of 24 C.F.R. Part 92. 350. CHDO will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, creed, religion, age, sex, familial status, national origin, disability, or handicap status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship as well as access to all facilities necessary for any of the above. CHDO will require posting in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause. This clause will be incorporated into all contracts entered with suppliers of materials or services, contractors and subcontractors, and all labor organizations furnishing skilled, unskilled, and craft union skilled labor that may perform any such labor or services in connection with this Agreement.

The services provided under this Agreement shall be available to all otherwise eligible applicants without regard to their race, color, creed, religion, age, sex, familial status, national origin, disability, or handicap status.

XVIII. Obligation

CHDO shall remain fully obligated under the provisions of this Agreement notwithstanding its contract with or designation of any third party or subcontractor for the responsibilities of the Agreement.

CHDO shall be responsible to ensure all contractors, consultants, assignees, etc. shall comply with all lawful requirements of CITY and CHDO under HOME Program regulations and CITY's assurances made in its HOME Program funding Agreement.

XIX.
Successors and Assignments

CITY and CHDO each bind themselves, their successors, executors, administrators, and assigns to the other party to this Agreement. Neither CITY nor CHDO will assign, sublet, subcontract, or transfer any interest in this Agreement without the written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of CITY.

XX.
Indemnification

CHDO shall defend and hold CITY harmless as well as all of CITY's officials, officers, agents and employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement for causes of action or claims which may arise by reason of injury to or death of any person or for loss of, damage to or loss of use of any property whether intangible or tangible, including copyright or trademark claims arising out of or in connection with CHDO's operation or the expenditure of funds authorized under this Agreement, or any services provided by CHDO funded or partially funded by this Agreement, occasioned by the error, omission or negligent act of CHDO, its officers, agents, employees, invitees or any other persons; and CHDO will, at its own cost and expense, defend and protect CITY against any and all such claims or demands. CITY shall be responsible for its own negligence.

XXI.
Conflict of Interest

CHDO shall establish safeguards to prohibit its employees, board members, advisors, and agents from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. CHDO shall disclose to the CITY any conflict of interest or potential conflict of interest described above, immediately upon discovery of such.

No persons who are employees, agents, consultants, officers or elected officials or appointed officials of CITY or of CHDO who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME Program funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME Program-assisted activity or have an interest in any contract, subcontract or Agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter, unless they are accepted in accordance with the procedures set forth at 24 C.F.R. Part 92.356.

CHDO further agrees to execute an Affidavit Against Prohibited Acts, in the form attached as **Exhibit "E"**, certifying that it will adhere to the provisions of the Louisiana Penal Code which prohibits bribery and gifts to public servants.

XXII.
Administrative Representatives

The designated representatives of the parties for purposes of administering this Agreement shall be:

CHDO: Zuleika Moore
President/CEO
405 Stubbs Vinson Rd.
Monroe, LA 71203

CITY: Stacey Rowell
Director of Administration
401 Lea Joyner Expressway
Monroe, LA 71210-0123

XXIII.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXIV.
Changes

Any change in the terms of this Agreement which is required by a change in state or federal law or regulation is automatically incorporated herein effective on the date designated by such law or regulation.

XXV.
Entire Agreement

This Agreement embodies the complete Agreement of the parties hereto superseding all oral or written previous and contemporary agreements between the parties relating to matters herein, and except as otherwise provided herein, cannot be modified without written Agreement of the parties.

XXVI.
Severability

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXVII.
Headings

The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XXVIII.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement. In the event of default

or breach of this Agreement, CITY may pursue all remedies available to it, at law or in equity, including those remedies contained in 2 C.F.R. Part 200.338. The CHDO shall be in default if the CHDO:

1. Fails to adhere to all laws, rules and regulations associated with the HOME program, federal laws and regulations, and State and Local law;
2. Fails to provide the required reports in a timely manner; and/or
3. Fails to meet the terms and conditions of this Agreement.

XXIX.
Modifications

Except as otherwise expressly provided in this Agreement, no modification of this Agreement, including modification of the PROJECT budget in Exhibit C, shall be effective unless in writing and executed by both parties.

XXX.
Procurement of Goods and Services

As a matter of policy with respect to CITY projects and procurements, CITY encourages the use, if applicable, of qualified contractors, subcontractors, and suppliers where at least fifty-one percent (51%) of the ownership of such Contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, suppliers, or other persons in organizations proposed for work on this Agreement, CHDO agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this Agreement.

XXXI.
Suspended and Debarred Contractors

Prior to commencing any work, CHDO is responsible for clearing all Contractor (s) and subcontractor(s) through H.U.D.'s system for identifying businesses and individuals that have been debarred or are otherwise ineligible to be paid with federal funds. CHDO must clear the name of the company or organization, the personal name of the Contractor (s) and subcontractor(s), AND the names of all other principals of the company (personal and business if they also have a business name) engaged to work on PROJECT. Contractor(s) and subcontractor(s) must not be suspended or debarred. In addition, CHDO must clear all contractor(s) and subcontractor(s) through the State of Louisiana Debarred Vendor List. CHDO must submit all clearance documentation to CITY for all Contractor (s) and subcontractor(s) performing work on PROJECT and receive a notice to proceed in writing from CITY prior to commencing work.

XXXII.
Qualification As Affordable Housing

Any housing assisted with HOME Program funds must meet the affordability requirements of 24 C.F.R. Part 92.252 or Part 92.254, the 2013 HOME Final Rule, as applicable. Should any housing assisted with HOME Program funds under this Agreement not meet the affordability requirements as specified above or said PROJECT be terminated before completion, all HOME Program funds invested in such housing shall be repaid to CITY by CHDO.

XXXIII.
Project Requirements

CHDO shall comply with the applicable provisions and requirements of subpart F of 24 C.F.R. Part 92 and the 2013 HOME Final Rule.

XXXIV.
Property Standards and Housing Quality Standards

CHDO shall assure compliance with 24 CFR 92.251 as relates to Property Standards and Housing Quality Standards, and Accessibility Standards under 24 C.F.R. Part 92.251(a)(3), as applicable.

CHDO agrees that all housing constructed with HOME funds shall meet the International Building Code standards and the International Energy Conservation Code, as established by CITY, as well as all applicable State and local construction codes, and zoning ordinances at the time of project completion. CHDO will ensure that all applicable permits are obtained prior to work commencing.

CHDO agrees that PROJECT will be constructed to meet the guidelines established for energy efficiency set by the U.S. Environmental Protection Agency. Upon submitting green tags to CITY, CHDO shall provide to CITY an energy star certification for each unit constructed with HOME funds.

CHDO shall provide the CITY with two (2) copies of the architectural drawings, site plans, and elevations for the PROJECT no less than three (3) weeks prior to commencing work. CITY reserves the right to provide final approval of the drawings, site plan, elevations and other considerations related to the PROJECT. CHDO shall not proceed with work until a written Notice to Proceed is provided by CITY.

CHDO will provide the homebuyer of the unit, with a "walk through" of the applicable unit and explain all maintenance concerns that are necessary to ensure that unit remains in good repair and provide a bound document that includes information on all aspects of the unit, including but not limited to architectural drawings, home warranty, appliance warranty, etc.

XXXV.
Other Program Requirements

The PROJECT shall comply with all federal laws and regulations described in Subpart H of 24 C.F.R. Part 92 and the 2013 HOME Final Rule, except that CHDO does not assume CITY's responsibilities for environmental review in 24 C.F.R. Part 92.352 or the intergovernmental review process in 24 C.F.R. Part 92.357.

XXXVI.
Environmental Review Requirements

No HOME Program funds will be advanced, and no costs can be incurred, until CITY has conducted an environmental review of the proposed PROJECT site as required under 24 C.F.R. Part 58. The environmental review may result in a decision to proceed with, modify, or cancel the PROJECT.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon successful completion of an identified PROJECT, secured financing for PROJECT, a budget, schedule, underwriting, subsidy layering, construction is scheduled to begin within 12 months, and an environmental review and receipt by CITY of a

release of funds from H.U.D. under 21 C.F.R. Part 58. This written Agreement does not constitute a valid commitment unless it is signed and dated by all signatories. For clarification, an award letter to the said CHDO constitutes a promised of HOME funds but is not considered a commitment of funds.

Further, CHDO will not undertake or commit any funds to physical or choice-limiting actions, including but not limited to acquisition or new construction prior to the environmental clearance of HOME funds. Violation of this provision may result in the denial of any funds under this Agreement. CHDO will proceed with property acquisition only after receipt of a notice to proceed from CITY.

XXXVII.

Lead-based Paint Requirements

The PROJECT shall comply with lead-based paint requirements in 24 C.F.R. Part 92.355 and 24 C.F.R. Part 35.

XXXVIII.

Displacement Requirements

The PROJECT shall comply with displacement, relocation, and acquisition requirements consistent with 24 C.F.R. Part 92.353.

XXXIX.

Enforcement of Agreement

The CHDO and the CITY acknowledge the CITY's rights and responsibility for the enforcement of this Agreement. The Agreement may be terminated by the CITY for lack of progress by the CHDO. Lack of progress shall be defined as failing to meet the Scope of Work as referenced in Exhibit "A" and the PROJECT Schedule and Milestones as reference in Exhibit "B" of said Agreement. The designated HOME- assisted unit of this PROJECT will meet the affordability requirements as found in 24 C.F.R. Part 92.254 and will maintain compliance during the minimum compliance period. All HOME Program funds invested shall be repayable to CITY as stipulated in subordinate liens filed by CHDO. CHDO shall ensure that the affordability requirements in 24 C.F.R. Part 92.254 are enforced by deed restriction.

XL.
Repayments / Recapture

In compliance with the City of Monroe's Consolidated Plan, CITY will enforce recapture provisions as specified in 24 C.F.R. Part 92.254(a)(5)(ii). Homebuyers who qualify to receive direct assistance through AHAP, down Payment and closing assistance, will meet the affordability period if they keep the home as their primary residence for the specified period of affordability. If the home is sold prior to the end of the affordability period, the City of Monroe will implement the recapture policy.

Only HOME funds used as a direct subsidy to the homebuyer are subject to the recapture provision. If homebuyer does not keep the home as a primary residence for the specified period of affordability, and direct assistance is provided to the homebuyer, the affordability period and recapture provisions will be as specified in 24 C.F.R. Part 92.254(a)(4) and (a)(5)(ii), respectively. Repayment and recapture provisions by the homebuyer are stipulated in the subordinate lien documents filed by CHDO.

XLI.
Affirmative Marketing

CHDO shall comply with affirmative marketing requirements in accordance with 24 C.F.R. Part 92.351. Such procedures are subject to approval by CITY. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the market area to the available PROJECT without regard to race, color, national origin, sex, religion, familial status or disability. The affirmative marketing requirements and procedures adopted by CHDO must include:

1. Methods for informing the public, owners, and potential tenants about Federal fair housing laws and the CITY'S affirmative marketing policy
2. Requirements and practices CHDO must adhere to in order to carry out the affirmative marketing procedures and requirements
3. Procedures to be used by CHDO to inform and solicit applications from person in the housing market area who are not likely to apply for the housing without special outreach
4. Records that will be kept describing actions taken by CHDO to affirmatively market units and what corrective actions will be taken where affirmative marketing requirements are not met.

XLII.
Matching Requirements

No Requirement.

XLIII.
CHDO Provisions

It is understood that CHDO has certified that it is and will maintain its Community Housing Development Organization (CHDO) status for the term of the Agreement in accordance with 24 C.F.R. Part 92 and the 2013 HOME Final Rule. CHDO agrees to provide information as may be requested by CITY to document its continued compliance, including but not limited to an annual board roster, updated By-laws, I.R.S. non-profit certification, and any other certification of continued compliance. CHDO agrees to notify CITY within fifteen (15) days of any change to the composition of the CHDO Board of Directors.

XLIV.
Compliance with Project Requirements

The total amount of HOME funding invested on a per unit basis in PROJECT shall not exceed the per-unit dollar limitations established under Section 234 elevator type basic mortgage limit for the corresponding bedroom for 203 (b) limits. The resultant dollar value will be the HOME maximum per-unit subsidy equaling $\$103,212 * 218\% = \$225,002$ pursuant to C.F.R. 24 Part 92.250 (3) (ii) and H.U.D. Notice CPD-15-003 issued on March 17, 2015.

Before committing funds to said PROJECT, CITY will ensure that an evaluation of the PROJECT is complete including but not limited to an underwriting review, assessment of CHDO capacity and fiscal soundness, and examination of the neighbor market conditions and ensure there is an adequate need for PROJECT in accordance with C.F.R. Part 92 and the 2013 HOME Final Rule. The CITY will also ensure prior to signing the said contract with CHDO that the CHDO has adequate development capacity and fiscal soundness in conformance with C.F.R. Part 92 and the 2013 HOME Final Rule.

The purchase price for the single-family unit may not exceed 95 percent of the median purchase price for the area pursuant to 92.254(a)(2)(iii).

If CHDO is awarded administrative funds, reimbursements will be only approved by way of invoice with supporting documentation such as receipts and proof of Payment via cancelled check or credit card statement to deem eligibility of each item requesting reimbursement as related to HOME CPD 96-09 CHDO Operating expenses.

XLV.
Compliance with 12 USC 1701, Section 3

- A. As the work performed under this Agreement is on a project assisted under a program receiving direct federal financial assistance from H.U.D. and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701, CHDO covenants to abide by the requirements of the said Section 3. It requires as follows:
1. That, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the PROJECT area, and
 2. That, to the greatest extent feasible, contracts for work in connection with the PROJECT be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the PROJECT.
- B. CHDO will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development, set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. CHDO certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.
- C. CHDO agrees that it will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representatives of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- D. CHDO agrees that it will include the said Section 3 clause in every contract or subcontract for work in connection with the PROJECT and will, at the direction of CITY, take appropriate action pursuant to the contract or subcontract upon a finding that the Contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. CHDO agrees that it will not contract or subcontract with any contractor or subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any contract or subcontract unless the Contractor or subcontractor has first provided CHDO with a preliminary statement of ability to comply with the requirements of these regulations.
- E. CITY and CHDO understand and agree that compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement shall be a condition of the federal financial assistance provided to the PROJECT, binding upon CITY and CHDO, and their respective successors, assignees, and subcontractors. Failure to fulfill these requirements shall be subject CHDO and its subcontractors, its successors and assignees, to those sanctions specified by this Agreement through which federal assistance is provided and to such sanctions as are specified by 24 C.F.R. Part 135.

XLVI.
Hatch Act

CHDO agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code.

XLVII
Insurance Requirements

CHDO shall, at its own expense, purchase, maintain and keep in force during the term of this Agreement such insurance as set forth below. CHDO shall not commence performance under this Agreement until it has obtained all insurance required under the Agreement and such insurance has been approved by CITY, nor shall CHDO allow any subcontractor to commence work on his subcontractor until all similar insurance of the subcontractor has been obtained and approved.

CHDO shall maintain the minimum insurance requirements as follows:

1. Commercial General Liability Insurance, including independent Contractor's liability, completed operations and contractual liability, covering but not limited to the liability assumed under the indemnification provisions of this contract fully insuring CHDO or, in the case of a subcontractor's liability, subcontractor's liability for injury to or death of third parties, extended to include personal injury liability coverage, and for damage to property of third parties with the following limits for each occurrence of \$300,000.00 and aggregate of \$300,000.
2. Workers' compensation as required by Louisiana law, with the policy endorsed to provide a waiver of subrogation as to CITY; Employer's liability insurance of not less than \$300,000 for each accident or disease.

It is agreed by all parties to this Agreement that the insurance required under this Agreement shall:

- a. Name the CITY as an additional insurer on the Commercial General Liability Insurance policy. This insurance policy shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

City of Monroe
P.O. Box 123
Monroe, LOUISIANA 71210-0123

- b. Be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to CITY.
- c. Waive all rights of subrogation against the CITY, its officials, officers and employees for losses arising from the activities under this Agreement.
- d. Be written on an "occurrence" basis.
- e. Be underwritten by contractual liability coverage sufficient to include all provisions of the Agreement concerning liability, duty and standards of care, together with the indemnification provision, within applicable policies.

It is further agreed that:

1. Companies issuing the insurance policies and user shall have no recourse against CITY for any payment of any premiums or assessments for any deductible, as all such premiums and deductibles are the sole responsibility and risk of CHDO.
2. Approval, disapproval or failure to act by CITY regarding any insurance supplied by CHDO shall not relieve CHDO of full responsibility or liability for damages and full responsibility or liability for damages and accidents as set forth in the Agreement. Neither shall the insolvency or denial of liability by the insurance company exonerate CHDO from liability.
3. CHDO shall require its contractors and subcontractors to furnish CITY insurance, which meets the requirements and conditions of this Section.
4. Certificates of Insurance and endorsements effecting coverages required by this Section be forwarded to:

City of Monroe
Community Development Division P.O. BOX 123
MONROE, LA 71201-0123

XLVIII
Meaningful Access for Limited English Proficient Persons

Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English ("limited English proficient persons" or "L.E.P.") may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter. In accordance with Title VI of the Civil Rights Act of 1964 (Title VI) and its implementing regulations, the SUBRECIPIENT agrees to take reasonable steps to ensure meaningful access to activities for L.E.P. persons. Any of the following

actions could constitute “reasonable steps”, depending on the circumstances: acquiring translators to translate vital documents, advertisements, or notices, acquiring interpreters for face to face interviews with L.E.P. persons, placing advertisements and notices in newspapers that serve L.E.P. persons, partnering with other organizations that serve L.E.P. populations to provide interpretation, translation, or dissemination of information regarding the project, hiring bilingual employees or volunteers for outreach and intake activities, contracting with a telephone line interpreter service, etc.

XLVIX
Compliance with Drug-Free Workplace

Per 24 C.F.R. Part 182, Subpart B, SUBRECIPIENTS receiving HOME funds must make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving HOME funds.

XLVIII
Applicable Law

In addition to the specific requirements contained in this Agreement, including **Exhibit “F”**, CHDO shall also comply with all applicable federal, state, and local laws in performance of this Agreement. In accordance with this, CHDO agrees to operate and maintain any facilities, property, and improvements thereto which are utilized to provide the PROJECT, in a sanitary, safe, and clean condition and in accordance with such laws during the term of this Agreement.

***** SIGNATURE PAGE FOLLOWS*****

IN WITNESS WHEREOF, the parties have hereunto set their hands by the representatives thereunto duly authorized on the date first stated above.

Witnesses:

AHAYA Community Development Corporation, Inc.

BY: _____

Tammy Moss

President/CEO

DATE: _____

CITY OF MONROE, LOUISIANA

BY: _____

Stacey Rowell, Director of Administration

DATE: _____

EXHIBIT A
SCOPE OF WORK FY 2024-2025

Organization: AHAYA Community Development Corporation, Inc.
FY 2024 – 2025 Operating Costs

The major tasks that the CHDO will perform in connection with the provision of the eligible services include, but are not limited to, the following:

1. Describe the individuals within the City of Monroe the organization will serve:

The FY2023 grant will serve clients who are at or below 80% of A.M.I. of family size for the area.

2. Describe activities to be performed in detail:

Operating Costs –Reasonable and necessary costs for the operation of the community housing development organization. Eligible operating costs for a CHDO are **salaries, employee benefits, education/training, travel, rent, utilities, communication costs, supplies, and equipment.**

EXHIBIT B
PROJECT SCHEDULE AND MILESTONES
FY2023 - 2024

Organization: AHAYA Community Development Corporation, Inc.

Program: FY 2024-2025 Operating Expenses

Estimated End Date of Project: April 30, 2025

Quarter	Activity/Milestone	Output Number
Quarter 1: May-July, 2024	OPERATING EXPENSES	
Quarter 2: August-October, 2024	OPERATING EXPENSES	
Quarter 3: November 2024 – January 2025	OPERATING EXPENSES	
Quarter 4 February – April, 2025	OPERATING EXPENSES	

**EXHIBIT C
BUDGET**

Proposed CHDO Operation Budget for August 1, 2024 - April 30, 2025

ACTIVITY	TOTAL BUDGET	JUSTIFICATION	RECEIVED FROM CHDO FUNDS	BALANCE
Part-Time staff	\$ 24,000.00		\$ 24,000.00	
Benefits (FICA) 7.65 %	\$ 1,836.00		\$ 1,836.00	
Office Rent /Utilities	\$ 8,040.00		\$ 8,040.00	
Insurance	\$ 5,100.00		\$ 2,000.00	
Office Supplies	\$ 2,500.00		\$ 2,500.00	
Contractual Services				
Payroll	\$ 10,800.00		\$ 6,524.00	
Education Training	\$ 2,500.00		\$ 2,500.00	
Professional Memberships	\$ 600.00		\$ 600.00	
Travel Expense	\$ 2,000.00		\$ 2,000.00	
TOTAL	\$ 57,376.00		\$50,000.00	
Total Project Income	\$ 236,000.00			

Salary: 25 hours a week X \$20.00 an hour=\$500.0 a week X 48 =\$24,000.00 per year.

Payroll Taxes: \$24,000.00 X .0765 = \$1,836.00 per year.

Workers Compensation Insurance:\$24,000.00 annual salary X \$1.00 = \$24,000 per year.

Travel Expenses: Travel mileage, meals, lodging, baggage handling, parking, vehicle rental, and Public ground transportation as allowed in the Annual State of Louisiana Travel Guide.

Utilities: Contribution to office water, sewage, and electric bills.

Insurance: Contribution to annual Board and Staff Liability Protection.

Equipment: Laptop computer and related software.

Communications: Contribution to Office Phone, maintenance and Wi-Fi Service.

Supplies: Copier paper, printing ink, pens, pencils, and other office supplies.

Professional Fees: Contribute to annual audit, C.P.A., and Attorney fees.

Other Administrative Fees: Recordkeeping, advertising, fee

EXHIBIT D
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS

THE UNDERSIGNED CERTIFIES TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF THAT:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be aid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, the undersigned shall complete and submit Standard Form L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____
Signature

Printed Name

Title

Agency

Date Signed: _____

EXHIBIT E
AFFIDAVIT AGAINST PROHIBITED ACTS

THE STATE OF LOUISIANA

PARISH OF OUACHITA

AFFIDAVIT AGAINST PROHIBITED ACTS

My name is Tammy Moss, President of AHAYA Community Development Corporation, Inc. I hereby affirm that I am aware of the provisions of Louisiana Revised Statutes 14:118 and 14:120 (a copy which follows), dealing with Public Bribery. I further affirm that I will adhere to such rules and instruct and require all agents, employees, and subcontractors to do the same. I am further aware that any violation of these rules subjects this Agreement to revocation, my removal from bid lists, prohibiting future contract/subcontract work, revocation of permits, and prosecution.

By: _____
Signature

Printed Name

Title

Agency

Date Signed: _____

Louisiana Revised Statute 14:118
Title 14: Criminal Law
Chapter 1. Criminal Code
Part VII. Offenses Affecting Organized Government
Subpart B. Bribery and Intimidation

§ 118. Public bribery

A. (1) Public bribery is the giving or offering to give, directly or indirectly, anything of apparent present or prospective value to any of the following persons, with the intent to influence his conduct in relation to his position, employment, or duty:

(a) Public officer, public employee, or person in a position of public authority.

(b) Repealed by Acts 2010, No. 797, § 2, eff. Jan. 1, 2011.

(c) Grand or petit juror.

(d) Witness, or person about to be called as a witness, upon a trial or other proceeding before any court, board, or officer authorized to hear evidence or to take testimony.

(e) Any person who has been elected or appointed to public office, whether or not said person has assumed the title or duties of such office.

(2) The acceptance of, or the offer to accept, directly or indirectly, anything of apparent present or prospective value, under such circumstances, by any of the above-named persons, shall also constitute public bribery.

B. For purposes of this Section, “public officer”, “public employee”, or “person in a position of public authority”, includes those enumerated in R.S. 14:2(9), and also means any public official, public employee, or person in a position of public authority, in other states, the federal government, any foreign sovereign, or any subdivision, entity, or agency thereof.

C. (1) Whoever commits the crime of public bribery shall be fined not more than one thousand dollars, or imprisoned, with or without hard labor, for not more than five years, or both.

(2) In addition to the penalty provided for in Paragraph (1) of this Subsection, a person convicted of the provisions of this Section may be ordered to pay restitution to the state if the state suffered a loss as a result of the Offense. Restitution shall include the Payment of legal interest at the rate provided in R.S. 13:4202.

D. Property which was given, offered, or accepted during the commission of the crime of public bribery shall be deemed to be contraband and shall be subject to seizure and forfeiture. Upon final disposition of the case, the district attorney may petition the district court to forfeit the property seized in connection with a violation of this Section, and such property seized under this Section shall be forfeited upon:

(1) A showing by the district attorney of a conviction for a violation of the provisions of this Section.

(2) A showing by the district attorney that the seizure was made incident to an arrest with probable cause or a search under a valid search warrant pursuant to other provisions of law.

E. Property forfeited pursuant to the provisions of this Section shall be disposed of as follows:

(1) When the property is not cash or currency, it shall be disposed of pursuant to the provisions of R.S. 15:41.

(2) When the property consists of cash or currency, it shall be forfeited and distributed as follows:

(a) Fifty-five percent to the law enforcement agency or agencies who investigated the crime.

(b) Fifteen percent to the criminal court fund.

(c) Twenty-five percent to the prosecuting authority that prosecuted the crime.

(d) Five percent to the clerk of court.

F. If the charges of public bribery are dismissed by the district attorney, or if the accused is acquitted following a trial in the district court of the parish in which the violation is alleged to have occurred, all property shall be immediately returned to the owner.

Louisiana Revised Statute 14:120
Title 14: Criminal Law
Chapter 1. Criminal Code
Part VII. Offenses Affecting Organized Government
Subpart B. Bribery and Intimidation

§ 120. Corrupt influencing

A. Corrupt influencing is the giving or offering to give anything of apparent present or prospective value to, or the accepting or offering to accept anything of apparent present or prospective value by, any person, with the intention that the recipient shall corruptly influence the conduct of any of the persons named in R.S. 14:118 (public bribery) in relation to such person's position, employment or duty.

B. (1) Whoever commits the crime of corrupt influencing shall be imprisoned for not more than ten years with or without hard labor or shall be fined not more than ten thousand dollars, or both.

(2) In addition to the penalty provided for in Paragraph (1) of this Subsection, a person convicted of the provisions of this Section may be ordered to pay restitution to the state if the state suffered a loss as a result of the Offense. Restitution shall include the Payment of legal interest at the rate provided in R.S. 13:4202.

EXHIBIT F

APPLICABLE LAWS AND REGULATIONS

Grantee shall comply with the Act specified in Section III of this Agreement, the O.M.B. Circulars and regulations specified in the grant agreement; and with all federal, state, and local laws and regulations applicable to the activities and performances rendered by Grantee under this Agreement including, but not limited to the laws and regulations promulgated thereunder specified in this Exhibit.

I. Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

II. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

III. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

IV. Nondiscrimination and Equal Opportunity.

1. Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C. §§2000d *et seq.*);
2. 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development – Effectuation of Title VI of the Civil Rights Act of 1964";
3. Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. §§3601 *et seq.*) and implementing regulations;
4. Executive Order 11063, as amended by Executive Orders 12249, 12892, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063". The failure or refusal of the Contractor to comply with the requirements of Executive Order 11063 of 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. Part 107, §60
5. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§6101 *et seq.*) and implementing regulations at 24 C.F.R. Part 146;
6. The prohibitions against discrimination against otherwise qualified individuals with handicaps under §504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) and implementing regulations at 24 C.F.R. Part 8. For purposes of the Emergency Shelter Grants Program, the term "dwelling units" in 24 C.F.R. Part 8 shall include sleeping accommodations;
7. The affirmative action requirements of Executive Order 11246, as amended, and the regulations issued under the Order at 41 C.F.R. Chapter 60; and Executive Orders 11625, 12138, and 12432, as amended. Contractor shall make efforts to encourage the use of minority and women's business enterprise in connection with activities funded under this

contract.

V. Equal Employment Opportunity.

Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

VI. Davis Bacon Act

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti- Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

VII. Contract Work Hours and Safety Standards Act

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary,

hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

VIII. Rights to Inventions Made Under a Contract or Agreement

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

IX. Employment Opportunities

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u).

X. Uniform Federal Accessibility Standards

For major rehabilitation or conversion, the Uniform Federal Accessibility standards at 24 C.F.R. Part 40.

XI. Lead-Based Paint

The requirements, as applicable, of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4821- 4856) and implementing regulations at 24 C.F.R. Part 35. In addition, Contractor must also meet the following requirements relating to inspection and abatement of defective lead-based paint surfaces:

1. Treatment of defective paint surfaces must be performed before final inspection and approval of the renovation, rehabilitation, or conversion activity under 24 C.F.R. Part 576; and,
2. Appropriate action must be taken to protect shelter occupants from the hazards associated with lead-based paint abatement procedures:

XII. Use of Debarred, Suspended, or Ineligible Contractors

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (S.A.M.), in accordance with the O.M.B. guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in S.A.M. contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than

Executive Order 12549.

XIII. Flood Insurance

No site proposed on which renovation, major rehabilitation, or conversion of a building is to be assisted under 24 C.F.R. Part 576, other than by grant amounts allocated to States under §576.43, may be located in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards unless:

1. The community in which the area is situated is participating in the National Flood Insurance Program and the regulations thereunder (44 C.F.R. Parts 59 through 79) or (ii) less than a year has passed since FEMA notification regarding such hazards; and
2. Contractor will ensure that flood insurance on the structure is obtained in compliance with §102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. §§4001 *et seq.*).

XIV. Environmental Review

Activities must comply with environmental review requirements found at 24 C.F.R. Part 58.

XV. Clean Air Act

(42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (E.P.A.).

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

XVI. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

XVII. See §200.322 Procurement of recovered materials

XVIII. Prohibition on contracts with companies boycotting Israel

A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

**EXHIBIT G
AUDIT
CERTIFICATION**

Grantees and subgrantees are responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31- U.S.C. 7501-7507) and Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (also known as the Super Circular) codified at 2 C.F.R., Part 200 Section C: Subpart F Audit Requirements, "Audits of States, Local Governments, and Non-Profit Organizations." The audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits.

2 C.F.R., Part 200 Section C: Subpart F Audit Requirements requires grantees and subgrantees who expend \$750,000 or more in a year in federal awards to have a single audit conducted for that year.

Does your agency expend \$750,000 or more a year in Federal funds? Yes No
(Includes all sources of Federal funding, direct and pass through)

Does your agency have an annual audit? Yes No

Name of Agency: AHAYA Community Development Corporation, Inc.

Name of Finance Director: Tammy Moss

Telephone Number of Finance Director: _____

Fiscal Year End: 2025

Signature and Date: _____

**EXHIBIT H
PART 200 DATA ELEMENTS AND REQUIREMENTS**

**Part 200 Data Elements and Requirements for Federal Award Identification
Number:**

- i. Subrecipient/Contractor Name:** AHAYA Community Development Corporation, Inc.
- ii. Subrecipient/Contractor's Unique Entity Identifier (DUNS):** K5AVL4ZN4M6
- iii. Federal Award Date:** _____
- iv. Sub-Award Period of Performance:** _____
- v. Amount of Federal Funds Obligated to Subrecipient/Contractor:**

- vi. Total Amount of Federal Award committed to Subrecipient/Contractor:**

- vii. Federal Award Project Description:** _____
- viii. Name of Federal Awarding Agency:** U.S. Department of Housing and Urban
Development.
- ix. CFDA Number and Name:** CFDA 14.239 HOME Investment Partnerships Grant

EXHIBIT I COUNCIL RESOLUTION

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF MONROE AND COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO) QUEST 4S SUCCESS IN THE AMOUNT OF \$31,000.00 FROM HOME M-23-MC-23-0206, AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City desires to enter in the attached Program Agreement with Quest 4 Success, as a qualified Community Housing Development Organization (CHDO), to implement the City's HOME in Monroe Program; and

WHEREAS, the Program Agreement provides up to \$31,000.00 in funding to the CHDO from M-23-MC-23-0206 HOME Funds in accordance with specified terms and conditions; and

WHEREAS, the Program Agreement is attached hereto and made part hereof.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that Mayor Friday Ellis is hereby authorized to enter into and execute the attached Program Agreement between the City of Monroe and Community Housing Development Organization (CHDO) Quest 4 Success.

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 September 2024.

CHAIRPERSON

CITY CLERK

If the CHDO cannot meet the schedule referenced herein or complete the services because of delays resulting from Acts of God, untimely review and approval by the CITY and other governmental authorities having jurisdiction over the PROJECT, or other delays that CHDO does not cause, then, in that case, the CITY shall grant a reasonable extension of time to complete the PROJECT. It shall be the responsibility of the CHDO to notify the CITY promptly, in writing, whenever a delay is anticipated or experienced and to inform the CITY of all facts and details related to the delay.

IV.

Scope and Objectives of Work Contemplated by PROJECT

The scope and performance of the PROJECT shall be in accordance with the Scope of Work submitted by CHDO. A copy of said Scope of Work is attached as **Exhibit "A"** and incorporated herein for all purposes. The PROJECT shall be completed under the specifications detailed in **Exhibit "B,"** PROJECT Schedule and Milestones and **Exhibit "C,"** PROJECT Budget.

CHDO shall meet the milestones within the contract period as stated in **Exhibit "B"**, entitled "PROJECT Schedule and Milestones," attached hereto and incorporated herein for all purposes. In the case of conflict between the language of this Agreement and any Exhibit attached hereto, the terms and conditions of this Agreement shall be final and binding on both parties. The proposal and objectives are hereafter referred to as the "PROJECT."

For Construction/Rehabilitation projects ONLY: PROJECT completion shall mean that all necessary construction work has been completed, the City of Monroe has met all property standards, the final drawdown of HOME funds is disbursed in the Intergraded Disbursement and Information System (IDIS), and all beneficiary data has been input into the system. If CHDO wants to turn the rental project into a homebuyer project, CHDO must find an eligible low-income homebuyer who shall occupy the properties as their principal residence. Periods of affordability required by 24 C.F.R. Part 92.254 shall be enforced by deed restriction, as described below. Properties sold to low-to-moderate-income homebuyers will be secured by a subordinate lien, payable to the City of Monroe for a period commensurate with H.U.D. required affordability period. Down Payment and closing cost assistance may be provided to eligible low- to moderate-income, first-time homebuyers by the City of Monroe through as-defined homebuyer policies. When down payment assistance is provided, the affordability period will be based solely upon the amount of new construction if the City of Monroe invested HOME funds into the construction of said property and/or the funds needed to assist low-income individuals with Down Payment.

If CHDO fails to sell the unit (when completing homebuyer activities or new construction for homeownership) within nine months of PROJECT completion, then in that case, the PROJECT will then convert to a HOME rental unit that complies with all HOME requirements for the affordability period applicable to such rental units in conformance with 24 CFR 92.252, 92.253, and the 2013 HOME Final Rule.

Should the unit convert to a HOME rental unit, CHDO will be the official landlord ultimately responsible for selecting a tenant who can qualify for a market rate loan within 24 months of signing a lease-to-purchase contract. Tenant must qualify as low-income when the lease-to-purchase or rental Agreement is signed. **CHDO will be responsible for maintaining the unit, including warranty items, while it is being leased.** CHDO will conform to all HOME regulations required by 24 C.F.R. Part 92 and the 2013 HOME Final Rule, including but not limited to rent standards, fair housing requirements, housing quality standards, and conflict of interest.

It is understood and agreed by the parties hereto that this Agreement and the disbursement

of funds according to this Agreement are governed by the provisions of 24 C.F.R. Part 92, the HOME Program, including the 2013 HOME Final Rule and any amendments to it; that the parties hereto agree to abide by the applicable provisions of said HOME Program; that references to specific sections of 24 C.F.R. Part 92 and the 2013 HOME Final Rule, herein do not limit the applicability of other sections that are not specifically mentioned herein; and that in the event of any conflict between any provision herein and the requirements of 24 C.F.R. Part 92 and the 2013 HOME Final Rule, said federal requirements shall take precedence.

In addition, proper acknowledgment must be given to the City of Monroe by including the following statement on all printed programs, publicity, publications, or documents related to the PROJECT: "The services provided are made possible in part through a grant from the City of Monroe." CHDO shall also prominently display this acknowledgment in any CHDO facility or on any CHDO property where the PROJECT is to be located.

The scope and performance of the services of the CHDO shall be in accordance with the following documents, which are incorporated herein by reference:

- Exhibit A – Scope of Work
- Exhibit B – PROJECT Schedule and Milestones
- Exhibit C – PROJECT Budget
- Exhibit D – Certification for Contracts, Grants, Loans, and Cooperative Agreements
- Exhibit E – Affidavit Against Prohibited Acts
- Exhibit F – Applicable Laws and Regulations
- Exhibit G – Audit Certification
- Exhibit H – Part 200 Data Elements and Requirements
- Exhibit I – Resolutions

V.

Intended Beneficiaries

The intended beneficiaries of this Agreement are those persons within the City of Monroe who need affordable housing and related services provided by CHDO under this Agreement, all of whom shall be documented low- to moderate-income renters or first-time homebuyers, as defined by the U. S. Department of Housing and Urban Development ("H.U.D."). For purposes of this Agreement, the definition of low- to moderate- income first time homebuyers shall be as specified by H.U.D. and is subject to change without notice. CHDO shall establish, maintain, and submit to CITY documentation concerning PROJECT beneficiaries in a form acceptable to City of Monroe's Community Development.

VI.

Consideration Furnished by City and Limit of City's Disbursement

In consideration for such services, CITY shall pay CHDO an amount not to exceed \$50,000.00, said amount to be paid upon submission to CITY of appropriate documentation as stipulated by Community Development staff. Any 2022 HOME Program funds allocated by CITY for this PROJECT that have not been expended by the final reimbursement date listed in Section III. Term of Agreement and invoiced by CHDO within sixty (60) calendar days after this date, shall revert to CITY's HOME Program account to be allocated for other HOME eligible activities.

VII.
CHDO Proceeds

CHDO is entitled to a developer fee of 15 percent of the total development cost of each HOME-assisted unit sold through this PROJECT. The developer fee will be paid to CHDO through CHDO proceeds upon the sale of each HOME-assisted unit.

All other proceeds from the sale of all property acquired for this PROJECT will be deposited in an account established by CHDO specifically and exclusively for CITY's HOME Program funds. These funds will be considered CHDO proceeds. Any such funds deposited in this account must be expended to either acquire and rehabilitate or acquire, demolish, newly reconstruct, and resell at least one (1) additional property to an eligible household in accordance with 24 CFR 92.300(a)(2) or as specified in this Agreement. At the end of the contract period, CHDO proceeds will be retained by CHDO for housing activities that benefit low-to-moderate-income families in Monroe. CHDO must keep a written document substantiating all costs and activities assisted with CHDO proceeds funding.

VIII.
Reversion of Assets

Upon expiration of this Agreement, CITY shall allow CHDO to continue to use CHDO proceeds for future HOME Program-eligible activities in Monroe. CHDO proceeds are to be expended within two (2) years after they are generated. CHDO shall transfer to CITY any HOME Program funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME Program funds (other than CHDO proceeds described above). In the event of termination by CITY due to CHDO's default, CHDO shall immediately transfer to CITY any HOME Program funds, and CHDO proceeds on hand at the time of termination and any accounts receivable attributable to the use of HOME Program funds except funds required to meet accrued expenditures incurred before the date of termination. This Section shall survive termination or expiration of this Agreement.

IX.
Monitoring and Recordkeeping

CITY's Office of Community Development staff will periodically monitor and evaluate CHDO's progress on PROJECT performance. CHDO shall establish and maintain appropriate documentation to verify stated performance objectives and shall submit such documentation to CITY's Community Development if deemed necessary. CHDO further agrees to on-site monitoring by CITY, H.U.D., and the Office of Inspector General (OIG) representatives.

Disbursed funds must be deposited in an institution having sufficient federal depository insurance to cover the proceeds amount deposited. CHDO agrees that CITY, H.U.D., OIG, the Comptroller General of the United States, and any of their duly authorized representatives shall have access to any books, documents, papers, and records of PROJECT, for the purpose of making audit examinations, excerpts, and transcriptions. CHDO shall include a provision securing this right in any contract entered with third parties. Both CHDO and CITY shall maintain this Agreement and all records pertaining to such Agreement for a period of five (5) years after the PROJECT's affordability period has been completed. Records to be retained include but are not limited to, timesheets, receipts and invoices for materials, supplies, and services; match, plans, subcontracts; and documentation used to request reimbursement of expenses.

To support CITY's compliance with federal monitoring requirements, including those set

out in 2 C.F.R. 200.302 and 200.328, CHDO shall submit to CITY's Community Development staff a copy of an annual independent audit covering the contract period and any accompanying management letters. Such audit shall be completed by an independent auditor in accordance with generally accepted accounting and auditing standards governing financial and compliance audits, and a copy shall be submitted to CITY within nine (9) months of the end of CHDO fiscal year or forty-five (45) days of acceptance and review by CHDO, whichever comes first.

In the event CHDO is allocated \$750,000 or more in a year in Federal awards, CHDO shall be required to complete "**Exhibit G**" and shall comply with U.S. Governmental federal audit requirements, including the requirements contained in Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (also known as the Super Circular) codified at 2 C.F.R., Part 200 Section C: Subpart F Audit Requirements. (See "**Exhibit G**".)

CITY reserves the right to conduct additional financial and compliance audits of the HOME Program funds received and performances rendered under this Agreement. CHDO agrees to permit CITY or its authorized representative to audit CHDO's records pertaining to this project and to obtain any documents, materials, or information pertaining to this project necessary to facilitate such audit.

CHDO shall be liable to CITY for any costs disallowed (as defined in this Agreement) pursuant to financial and compliance audit(s) of HOME Program funds received under this Agreement. CHDO shall reimburse CITY of such disallowed costs from funds not provided or otherwise made available to CHDO under this Agreement.

X.

Nonperformance and Termination

Suppose the CITY decides that the provisions of this Agreement have not been performed by either CHDO or the PROJECT. In that case, CITY reserves the right to, in accordance with 2 C.F.R. Part 200.338, suspend or terminate this Agreement by notice in writing to CHDO if CHDO materially fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 2 C.F.R. Part 200.339.

XI.

Method of Payment

CHDO shall be reimbursed for the acquisition of land, demolition, reconstruction, and/or rehabilitation and related reconstruction and/or rehabilitation hard and soft costs for a total amount not to exceed Payment shall be made for eligible costs incurred, in accordance with 24 CFR 92.206, as shown in **Exhibit "C,"** upon submission of proper invoices for work completed, provided that services have been satisfactory and that any and all service delivery data requested by CITY has been furnished. Requests for Payment shall not be submitted, and Payment shall not be made more often than once every thirty (30) days throughout the Agreement period. CHDO may not request disbursement of funds until the funds are needed for reimbursement of eligible costs. The amount of each request must be limited to the amount needed and shall be supported by appropriate documentation such as receipts, invoices, and PROJECT schedule. CHDO shall:

1. Create and maintain spreadsheet of all line items approved "**Exhibit C**" PROJECT Budget; track and report on payments made to date for each approved line item, submit to CITY the amount of reimbursement request for invoice being submitted, and budget balance with the Payment of each line items.
2. Only request reimbursement from HOME funds for eligible project costs as defined

in 24 CFR 92.206.

3. Maintain and submit detailed financial reports for each specific address under construction which includes copies of "Stamp paid" invoices documenting all costs incurred associated with the address.
4. Maintain and submit signed and dated housing inspection reports verifying all work performed at the address for which reimbursement is being requested.
5. Maintain and submit copies (front and back) of all cancelled checks associated with each address verifying Payment of all billed expenses.

CITY shall make Payment to CHDO within net thirty (30) calendar days of receipt of a complete and acceptable request by the CITY. CITY reserves the right to withhold disbursement of funds until appropriate documentation is submitted.

Upon request for reimbursement, an inspection will be performed by CITY to ensure all work is done in accordance with applicable codes, the contract, and any construction documents. If satisfactory, Payment will be made. When all green tags have been issued by the City of Monroe's building inspections department, and the units have passed final inspection and are in full compliance with Section XXXIV of this Agreement, CHDO shall submit an invoice to the City of Monroe for final Payment accompanied by a Bill Paid Affidavit and Release of Lien signed by all contractors and subcontractors involved in the project.

CHDO shall submit to CITY match reports with each request for disbursement on forms acceptable to CITY. CITY reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. CITY also reserves the right to hold Payment until adequate documentation has been provided and reviewed.

CITY shall not be liable to CHDO for any costs which:

1. Have been reimbursed to CHDO or are subject to reimbursement to CHDO by any source other than CITY;
2. Are not allowable costs, as set forth in the HOME Act and/or this Agreement.
3. Are not strictly in accordance with the terms of this Agreement, including the Exhibits.
4. Have not been reported to CITY within sixty (60) days following termination of this Agreement; or
5. Are not incurred during the Agreement period.

CHDO shall refund to CITY any sum of money which has been paid to CHDO by CITY, which CITY determines has resulted in an overpayment, or which CITY determines has not been spent strictly in accordance with the terms of this Agreement. Such a refund shall be made by CHDO within fifteen (15) days after request by CITY.

XII. **Allowable Costs**

CHDO shall be reimbursed by CITY's HOME Program funds for operating costs, an

amount not to exceed as generally described in the PROJECT Budget attachment, **Exhibit "C."** All such expenses must be in conformance with the approved budget. All budget revisions and approvals shall be required in writing prior to Payment of any expenses not conforming to the approved PROJECT budget, **Exhibit "C."** CHDO will proceed with property acquisition only after receipt of a notice to proceed from CITY. CHDO shall establish, maintain, and submit to CITY documentation concerning PROJECT expenditures in a form acceptable to CITY's Office of Strategic Initiatives, Grants Management staff. All PROJECT costs must be reasonable and consistent with policies and procedures of CITY, CHDO, and H.U.D. The costs must be accorded consistent treatment and must be determined to be in accordance with generally accepted accounting principles. In no event shall CHDO be reimbursed for expenses incurred in the administration of the PROJECT. CITY reserves the right to audit all budgets, work schedules, and accounts relating to this Agreement and/or City of Monroe HOME Program funds. CHDO further agrees to comply with applicable provisions of 2 C.F.R. Part 200.

XIII. **Lobbying**

CHDO shall provide certification (**Exhibit "D"**) to CITY that no federal appropriated funds have been paid, or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative Agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, CHDO will complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying", in accordance with its instructions.

XIV. **Prevention of Fraud and Abuse**

CHDO shall establish, maintain, and utilize internal systems and procedures sufficient to prevent, detect, and correct incidents of waste, fraud, and abuse in the performance of this Agreement and to provide for the proper and effective management of all program and fiscal activities funded by this Agreement. CHDO's internal control systems and all transactions and other significant events are to be clearly documented and the documentation shall be readily available for monitoring by CITY.

CHDO shall give CITY complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the performance of this Agreement. CHDO shall fully cooperate with CITY's efforts to detect, investigate, and prevent waste, fraud, and abuse.

CHDO may not discriminate against any employee or other person who reports a violation of the terms of this Agreement or of any law or regulation to CITY or to any appropriate law enforcement authority, if the report is made in goodfaith.

XV. **Conditions for Religious Organizations**

The performance of this Agreement shall not involve, and no portion of the HOME Program

funds received by CHDO hereunder shall be used in support of any sectarian or religious activity.

HOME Program funds may not be provided to primarily religious organizations, such as churches, for any activity including secular activities. In addition, HOME Program funds may not be used to rehabilitate or construct housing owned by primarily religious organizations or to assist primarily religious organizations in acquiring housing. However, HOME Program funds may be used by a secular entity to acquire housing from a primarily religious organization, and a primarily religious entity may transfer title to property to a wholly secular entity and the entity may participate in the HOME Program in accordance with the requirements of 24 C.F.R. Part 92. The entity may be an existing or newly established entity, which may be an entity established by the religious organization. The completed housing project must be used exclusively by the owner entity for secular purposes, available to all persons regardless of religion. There must be no religious or membership criteria for tenants and subsequent homebuyers of the HOME-assisted property, as applicable.

XVI. **Independent Contractor**

CHDO covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of CITY; that CHDO shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors, and consultants; that the doctrine of respondent superior shall not apply as between CITY and CHDO, its officers, agents, employees, contractors, subcontractors, and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CHDO.

XVII. **Equal Opportunity and Nondiscrimination**

In performing under this Agreement, CHDO shall not discriminate against any worker, employee or applicant for employment, on the basis of race, color, creed, religion, age, sex, familial status, national origin, disability, handicap status nor otherwise commit an unfair employment practice. In the selection of occupants for PROJECT units, CHDO must comply with all non-discrimination requirements of 24 C.F.R. Part 92. 350. CHDO will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, creed, religion, age, sex, familial status, national origin, disability, or handicap status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship as well as access to all facilities necessary for any of the above. CHDO will require posting in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause. This clause will be incorporated into all contracts entered with suppliers of materials or services, contractors and subcontractors, and all labor organizations furnishing skilled, unskilled, and craft union skilled labor that may perform any such labor or services in connection with this Agreement.

The services provided under this Agreement shall be available to all otherwise eligible applicants without regard to their race, color, creed, religion, age, sex, familial status, national origin, disability, or handicap status.

XVIII. **Obligation**

CHDO shall remain fully obligated under the provisions of this Agreement notwithstanding its contract with or designation of any third party or subcontractor for the responsibilities of the Agreement.

CHDO shall be responsible to ensure all contractors, consultants, assignees, etc. shall comply with all lawful requirements of CITY and CHDO under HOME Program regulations and CITY's assurances made in its HOME Program funding Agreement.

XIX.
Successors and Assignments

CITY and CHDO each bind themselves, their successors, executors, administrators, and assigns to the other party to this Agreement. Neither CITY nor CHDO will assign, sublet, subcontract, or transfer any interest in this Agreement without the written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of CITY.

XX.
Indemnification

CHDO shall defend and hold CITY harmless as well as all of CITY's officials, officers, agents and employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement for causes of action or claims which may arise by reason of injury to or death of any person or for loss of, damage to or loss of use of any property whether intangible or tangible, including copyright or trademark claims arising out of or in connection with CHDO's operation or the expenditure of funds authorized under this Agreement, or any services provided by CHDO funded or partially funded by this Agreement, occasioned by the error, omission or negligent act of CHDO, its officers, agents, employees, invitees or any other persons; and CHDO will, at its own cost and expense, defend and protect CITY against any and all such claims or demands. CITY shall be responsible for its own negligence.

XXI.
Conflict of Interest

CHDO shall establish safeguards to prohibit its employees, board members, advisors, and agents from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. CHDO shall disclose to the CITY any conflict of interest or potential conflict of interest described above, immediately upon discovery of such.

No persons who are employees, agents, consultants, officers or elected officials or appointed officials of CITY or of CHDO who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME Program funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME Program-assisted activity or have an interest in any contract, subcontract or Agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter, unless they are accepted in accordance with the procedures set forth at 24 C.F.R. Part 92.356.

CHDO further agrees to execute an Affidavit Against Prohibited Acts, in the form attached as **Exhibit "E"**, certifying that it will adhere to the provisions of the Louisiana Penal Code which prohibits bribery and gifts to public servants.

XXII.
Administrative Representatives

The designated representatives of the parties for purposes of administering this Agreement shall be:

CHDO: Zuleika Moore
President/CEO
405 Stubbs Vinson Rd.
Monroe, LA 71203

CITY: Stacey Rowell
Director of Administration
401 Lea Joyner Expressway
Monroe, LA 71210-0123

XXIII.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXIV.
Changes

Any change in the terms of this Agreement which is required by a change in state or federal law or regulation is automatically incorporated herein effective on the date designated by such law or regulation.

XXV.
Entire Agreement

This Agreement embodies the complete Agreement of the parties hereto superseding all oral or written previous and contemporary agreements between the parties relating to matters herein, and except as otherwise provided herein, cannot be modified without written Agreement of the parties.

XXVI.
Severability

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXVII.
Headings

The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XXVIII.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement. In the event of default

or breach of this Agreement, CITY may pursue all remedies available to it, at law or in equity, including those remedies contained in 2 C.F.R. Part 200.338. The CHDO shall be in default if the CHDO:

1. Fails to adhere to all laws, rules and regulations associated with the HOME program, federal laws and regulations, and State and Local law;
2. Fails to provide the required reports in a timely manner; and/or
3. Fails to meet the terms and conditions of this Agreement.

XXIX.
Modifications

Except as otherwise expressly provided in this Agreement, no modification of this Agreement, including modification of the PROJECT budget in Exhibit C, shall be effective unless in writing and executed by both parties.

XXX.
Procurement of Goods and Services

As a matter of policy with respect to CITY projects and procurements, CITY encourages the use, if applicable, of qualified contractors, subcontractors, and suppliers where at least fifty-one percent (51%) of the ownership of such Contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, suppliers, or other persons in organizations proposed for work on this Agreement, CHDO agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this Agreement.

XXXI.
Suspended and Debarred Contractors

Prior to commencing any work, CHDO is responsible for clearing all Contractor (s) and subcontractor(s) through H.U.D.'s system for identifying businesses and individuals that have been debarred or are otherwise ineligible to be paid with federal funds. CHDO must clear the name of the company or organization, the personal name of the Contractor (s) and subcontractor(s), AND the names of all other principals of the company (personal and business if they also have a business name) engaged to work on PROJECT. Contractor(s) and subcontractor(s) must not be suspended or debarred. In addition, CHDO must clear all contractor(s) and subcontractor(s) through the State of Louisiana Debarred Vendor List. CHDO must submit all clearance documentation to CITY for all Contractor (s) and subcontractor(s) performing work on PROJECT and receive a notice to proceed in writing from CITY prior to commencing work.

XXXII.
Qualification As Affordable Housing

Any housing assisted with HOME Program funds must meet the affordability requirements of 24 C.F.R. Part 92.252 or Part 92.254, the 2013 HOME Final Rule, as applicable. Should any housing assisted with HOME Program funds under this Agreement not meet the affordability requirements as specified above or said PROJECT be terminated before completion, all HOME Program funds invested in such housing shall be repaid to CITY by CHDO.

XXXIII.
Project Requirements

CHDO shall comply with the applicable provisions and requirements of subpart F of 24 C.F.R. Part 92 and the 2013 HOME Final Rule.

XXXIV.
Property Standards and Housing Quality Standards

CHDO shall assure compliance with 24 CFR 92.251 as relates to Property Standards and Housing Quality Standards, and Accessibility Standards under 24 C.F.R. Part 92.251(a)(3), as applicable.

CHDO agrees that all housing constructed with HOME funds shall meet the International Building Code standards and the International Energy Conservation Code, as established by CITY, as well as all applicable State and local construction codes, and zoning ordinances at the time of project completion. CHDO will ensure that all applicable permits are obtained prior to work commencing.

CHDO agrees that PROJECT will be constructed to meet the guidelines established for energy efficiency set by the U.S. Environmental Protection Agency. Upon submitting green tags to CITY, CHDO shall provide to CITY an energy star certification for each unit constructed with HOME funds.

CHDO shall provide the CITY with two (2) copies of the architectural drawings, site plans, and elevations for the PROJECT no less than three (3) weeks prior to commencing work. CITY reserves the right to provide final approval of the drawings, site plan, elevations and other considerations related to the PROJECT. CHDO shall not proceed with work until a written Notice to Proceed is provided by CITY.

CHDO will provide the homebuyer of the unit, with a "walk through" of the applicable unit and explain all maintenance concerns that are necessary to ensure that unit remains in good repair and provide a bound document that includes information on all aspects of the unit, including but not limited to architectural drawings, home warranty, appliance warranty, etc.

XXXV.
Other Program Requirements

The PROJECT shall comply with all federal laws and regulations described in Subpart H of 24 C.F.R. Part 92 and the 2013 HOME Final Rule, except that CHDO does not assume CITY's responsibilities for environmental review in 24 C.F.R. Part 92.352 or the intergovernmental review process in 24 C.F.R. Part 92.357.

XXXVI.
Environmental Review Requirements

No HOME Program funds will be advanced, and no costs can be incurred, until CITY has conducted an environmental review of the proposed PROJECT site as required under 24 C.F.R. Part 58. The environmental review may result in a decision to proceed with, modify, or cancel the PROJECT.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon successful completion of an identified PROJECT, secured financing for PROJECT, a budget, schedule, underwriting, subsidy layering, construction is scheduled to begin within 12 months, and an environmental review and receipt by CITY of a

release of funds from H.U.D. under 21 C.F.R. Part 58. This written Agreement does not constitute a valid commitment unless it is signed and dated by all signatories. For clarification, an award letter to the said CHDO constitutes a promised of HOME funds but is not considered a commitment of funds.

Further, CHDO will not undertake or commit any funds to physical or choice-limiting actions, including but not limited to acquisition or new construction prior to the environmental clearance of HOME funds. Violation of this provision may result in the denial of any funds under this Agreement. CHDO will proceed with property acquisition only after receipt of a notice to proceed from CITY.

XXXVII.
Lead-based Paint Requirements

The PROJECT shall comply with lead-based paint requirements in 24 C.F.R. Part 92.355 and 24 C.F.R. Part 35.

XXXVIII.
Displacement Requirements

The PROJECT shall comply with displacement, relocation, and acquisition requirements consistent with 24 C.F.R. Part 92.353.

XXXIX.
Enforcement of Agreement

The CHDO and the CITY acknowledge the CITY's rights and responsibility for the enforcement of this Agreement. The Agreement may be terminated by the CITY for lack of progress by the CHDO. Lack of progress shall be defined as failing to meet the Scope of Work as referenced in Exhibit "A" and the PROJECT Schedule and Milestones as reference in Exhibit "B" of said Agreement. The designated HOME- assisted unit of this PROJECT will meet the affordability requirements as found in 24 C.F.R. Part 92.254 and will maintain compliance during the minimum compliance period. All HOME Program funds invested shall be repayable to CITY as stipulated in subordinate liens filed by CHDO. CHDO shall ensure that the affordability requirements in 24 C.F.R. Part 92.254 are enforced by deed restriction.

XL.
Repayments / Recapture

In compliance with the City of Monroe's Consolidated Plan, CITY will enforce recapture provisions as specified in 24 C.F.R. Part 92.254(a)(5)(ii). Homebuyers who qualify to receive direct assistance through AHAP, down Payment and closing assistance, will meet the affordability period if they keep the home as their primary residence for the specified period of affordability. If the home is sold prior to the end of the affordability period, the City of Monroe will implement the recapture policy.

Only HOME funds used as a direct subsidy to the homebuyer are subject to the recapture provision. If homebuyer does not keep the home as a primary residence for the specified period of affordability, and direct assistance is provided to the homebuyer, the affordability period and recapture provisions will be as specified in 24 C.F.R. Part 92.254(a)(4) and (a)(5)(ii), respectively. Repayment and recapture provisions by the homebuyer are stipulated in the subordinate lien documents filed by CHDO.

XLI.
Affirmative Marketing

CHDO shall comply with affirmative marketing requirements in accordance with 24 C.F.R. Part 92.351. Such procedures are subject to approval by CITY. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the market area to the available PROJECT without regard to race, color, national origin, sex, religion, familial status or disability. The affirmative marketing requirements and procedures adopted by CHDO must include:

1. Methods for informing the public, owners, and potential tenants about Federal fair housing laws and the CITY'S affirmative marketing policy
2. Requirements and practices CHDO must adhere to in order to carry out the affirmative marketing procedures and requirements
3. Procedures to be used by CHDO to inform and solicit applications from person in the housing market area who are not likely to apply for the housing without special outreach
4. Records that will be kept describing actions taken by CHDO to affirmatively market units and what corrective actions will be taken where affirmative marketing requirements are not met.

XLII.
Matching Requirements

No Requirement.

XLIII.
CHDO Provisions

It is understood that CHDO has certified that it is and will maintain its Community Housing Development Organization (CHDO) status for the term of the Agreement in accordance with 24 C.F.R. Part 92 and the 2013 HOME Final Rule. CHDO agrees to provide information as may be requested by CITY to document its continued compliance, including but not limited to an annual board roster, updated By-laws, I.R.S. non-profit certification, and any other certification of continued compliance. CHDO agrees to notify CITY within fifteen (15) days of any change to the composition of the CHDO Board of Directors.

XLIV.
Compliance with Project Requirements

The total amount of HOME funding invested on a per unit basis in PROJECT shall not exceed the per-unit dollar limitations established under Section 234 elevator type basic mortgage limit for the corresponding bedroom for 203 (b) limits. The resultant dollar value will be the HOME maximum per-unit subsidy equaling $\$103,212 \times 218\% = \$225,002$ pursuant to C.F.R. 24 Part 92.250 (3) (ii) and H.U.D. Notice CPD-15-003 issued on March 17, 2015.

Before committing funds to said PROJECT, CITY will ensure that an evaluation of the PROJECT is complete including but not limited to an underwriting review, assessment of CHDO capacity and fiscal soundness, and examination of the neighbor market conditions and ensure there is an adequate need for PROJECT in accordance with C.F.R. Part 92 and the 2013 HOME Final Rule. The CITY will also ensure prior to signing the said contract with CHDO that the CHDO has adequate development capacity and fiscal soundness in conformance with C.F.R. Part 92 and the 2013 HOME Final Rule.

The purchase price for the single-family unit may not exceed 95 percent of the median purchase price for the area pursuant to 92.254(a)(2)(iii).

If CHDO is awarded administrative funds, reimbursements will be only approved by way of invoice with supporting documentation such as receipts and proof of Payment via cancelled check or credit card statement to deem eligibility of each item requesting reimbursement as related to HOME CPD 96-09 CHDO Operating expenses.

XLV.
Compliance with 12 USC 1701, Section 3

- A. As the work performed under this Agreement is on a project assisted under a program receiving direct federal financial assistance from H.U.D. and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701, CHDO covenants to abide by the requirements of the said Section 3. It requires as follows:
1. That, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the PROJECT area, and
 2. That, to the greatest extent feasible, contracts for work in connection with the PROJECT be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the PROJECT.
- B. CHDO will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development, set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. CHDO certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.
- C. CHDO agrees that it will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representatives of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- D. CHDO agrees that it will include the said Section 3 clause in every contract or subcontract for work in connection with the PROJECT and will, at the direction of CITY, take appropriate action pursuant to the contract or subcontract upon a finding that the Contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. CHDO agrees that it will not contract or subcontract with any contractor or subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any contract or subcontract unless the Contractor or subcontractor has first provided CHDO with a preliminary statement of ability to comply with the requirements of these regulations.
- E. CITY and CHDO understand and agree that compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement shall be a condition of the federal financial assistance provided to the PROJECT, binding upon CITY and CHDO, and their respective successors, assignees, and subcontractors. Failure to fulfill these requirements shall be subject CHDO and its subcontractors, its successors and assignees, to those sanctions specified by this Agreement through which federal assistance is provided and to such sanctions as are specified by 24 C.F.R. Part 135.

XLVI.
Hatch Act

CHDO agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code.

XLVII
Insurance Requirements

CHDO shall, at its own expense, purchase, maintain and keep in force during the term of this Agreement such insurance as set forth below. CHDO shall not commence performance under this Agreement until it has obtained all insurance required under the Agreement and such insurance has been approved by CITY, nor shall CHDO allow any subcontractor to commence work on his subcontractor until all similar insurance of the subcontractor has been obtained and approved.

CHDO shall maintain the minimum insurance requirements as follows:

1. Commercial General Liability Insurance, including independent Contractor's liability, completed operations and contractual liability, covering but not limited to the liability assumed under the indemnification provisions of this contract fully insuring CHDO or, in the case of a subcontractor's liability, subcontractor's liability for injury to or death of third parties, extended to include personal injury liability coverage, and for damage to property of third parties with the following limits for each occurrence of \$300,000.00 and aggregate of \$300,000.
2. Workers' compensation as required by Louisiana law, with the policy endorsed to provide a waiver of subrogation as to CITY; Employer's liability insurance of not less than \$300,000 for each accident or disease.

It is agreed by all parties to this Agreement that the insurance required under this Agreement shall:

- a. Name the CITY as an additional insurer on the Commercial General Liability Insurance policy. This insurance policy shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

City of Monroe
P.O. Box 123
Monroe, LOUISIANA 71210-0123

- b. Be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to CITY.
- c. Waive all rights of subrogation against the CITY, its officials, officers and employees for losses arising from the activities under this Agreement.
- d. Be written on an "occurrence" basis.
- e. Be underwritten by contractual liability coverage sufficient to include all provisions of the Agreement concerning liability, duty and standards of care, together with the indemnification provision, within applicable policies.

It is further agreed that:

1. Companies issuing the insurance policies and user shall have no recourse against CITY for any payment of any premiums or assessments for any deductible, as all such premiums and deductibles are the sole responsibility and risk of CHDO.
2. Approval, disapproval or failure to act by CITY regarding any insurance supplied by CHDO shall not relieve CHDO of full responsibility or liability for damages and full responsibility or liability for damages and accidents as set forth in the Agreement. Neither shall the insolvency or denial of liability by the insurance company exonerate CHDO from liability.
3. CHDO shall require its contractors and subcontractors to furnish CITY insurance, which meets the requirements and conditions of this Section.
4. Certificates of Insurance and endorsements effecting coverages required by this Section be forwarded to:

City of Monroe
Community Development Division P.O. BOX 123
MONROE, LA 71201-0123

XLVIII
Meaningful Access for Limited English Proficient Persons

Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English ("limited English proficient persons" or "L.E.P.") may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter. In accordance with Title VI of the Civil Rights Act of 1964 (Title VI) and its implementing regulations, the SUBRECIPIENT agrees to take reasonable steps to ensure meaningful access to activities for L.E.P. persons. Any of the following

actions could constitute “reasonable steps”, depending on the circumstances: acquiring translators to translate vital documents, advertisements, or notices, acquiring interpreters for face to face interviews with L.E.P. persons, placing advertisements and notices in newspapers that serve L.E.P. persons, partnering with other organizations that serve L.E.P. populations to provide interpretation, translation, or dissemination of information regarding the project, hiring bilingual employees or volunteers for outreach and intake activities, contracting with a telephone line interpreter service, etc.

XLVIX

Compliance with Drug-Free Workplace

Per 24 C.F.R. Part 182, Subpart B, SUBRECIPIENTS receiving HOME funds must make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving HOME funds.

XLVIII

Applicable Law

In addition to the specific requirements contained in this Agreement, including **Exhibit “F”**, CHDO shall also comply with all applicable federal, state, and local laws in performance of this Agreement. In accordance with this, CHDO agrees to operate and maintain any facilities, property, and improvements thereto which are utilized to provide the PROJECT, in a sanitary, safe, and clean condition and in accordance with such laws during the term of this Agreement.

***** SIGNATURE PAGE FOLLOWS*****

IN WITNESS WHEREOF, the parties have hereunto set their hands by the representatives thereunto duly authorized on the date first stated above.

Witnesses:

Quest 4 Success

BY: _____

Zuleika Moore
President/CEO

DATE: _____

CITY OF MONROE, LOUISIANA

BY: _____

Stacey Rowell, Director of Administration

DATE: _____

EXHIBIT A
SCOPE OF WORK FY 2024-2025

Organization: Quest 4 Success
FY 2024 – 2025 Operating Costs

The major tasks that the CHDO will perform in connection with the provision of the eligible services include, but are not limited to, the following:

1. Describe the individuals within the City of Monroe the organization will serve:

The FY2023 grant will serve clients who are at or below 80% of A.M.I. of family size for the area.

2. Describe activities to be performed in detail:

Operating Costs –Reasonable and necessary costs for the operation of the community housing development organization. Eligible operating costs for a CHDO are **salaries, employee benefits, payroll taxes, director’s insurance.**

**EXHIBIT B
PROJECT SCHEDULE AND MILESTONES
FY2023 - 2024**

Organization: Quest 4 Success

Program: FY 2024-2025 Operating Expenses

Estimated End Date of Project: April 30, 2025

Quarter	Activity/Milestone	Output Number
Quarter 1: August-October, 2024	OPERATING EXPENSES	
Quarter 2: October-December, 2024	OPERATING EXPENSES	
Quarter 3: December 2024 – February 2025	OPERATING EXPENSES	
Quarter 4 February – April, 2025	OPERATING EXPENSES	

**EXHIBIT C
BUDGET**

Proposed CHDO Operation Budget for August 1, 2024 - April 30, 2025

ACTIVITY	TOTAL BUDGET	JUSTIFICATION	RECEIVED FROM CHDO FUNDS	BALANCE
Part-Time staff	\$25,000.00		\$25,000.00	
Benefits (FICA) 7.65 %	\$1,912.50		\$1,912.50	
Office Rent /Utilities				
Insurance	\$2,751.50		\$2,715.50	
Office Supplies				
Contractual Services				
Payroll				
Education Training				
Professional Memberships				
Travel Expense				
TOTAL	\$31,000.00			
Total Project Income				

Salary: 25 hours a week X \$20.00 an hour=\$500.0 a week X 50 =\$25,000.00 per year.

Payroll Taxes: \$25,000.00 X .0765 = \$1,912.50 per year.

Workers Compensation Insurance:

Travel Expenses:

Utilities:

Insurance: Contribution to Insurance for Director - \$2,751.50

Equipment:

Communications:

Supplies:

Professional Fees:

Other Administrative Fees:

EXHIBIT D
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS

THE UNDERSIGNED CERTIFIES TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF THAT:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be aid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, the undersigned shall complete and submit Standard Form L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____
Signature

Printed Name

Title

Agency

Date Signed: _____

EXHIBIT E
AFFIDAVIT AGAINST PROHIBITED ACTS

THE STATE OF LOUISIANA

PARISH OF OUACHITA

AFFIDAVIT AGAINST PROHIBITED ACTS

My name is Zuleika Moore, President of Quest 4 Success. I hereby affirm that I am aware of the provisions of Louisiana Revised Statutes 14:118 and 14:120 (a copy which follows), dealing with Public Bribery. I further affirm that I will adhere to such rules and instruct and require all agents, employees, and subcontractors to do the same. I am further aware that any violation of these rules subjects this Agreement to revocation, my removal from bid lists, prohibiting future contract/subcontract work, revocation of permits, and prosecution.

By: _____
Signature

Printed Name

Title

Agency

Date Signed: _____

Louisiana Revised Statute 14:118
Title 14: Criminal Law
Chapter 1. Criminal Code
Part VII. Offenses Affecting Organized Government
Subpart B. Bribery and Intimidation

§ 118. Public bribery

A. (1) Public bribery is the giving or offering to give, directly or indirectly, anything of apparent present or prospective value to any of the following persons, with the intent to influence his conduct in relation to his position, employment, or duty:

(a) Public officer, public employee, or person in a position of public authority.

(b) Repealed by Acts 2010, No. 797, § 2, eff. Jan. 1, 2011.

(c) Grand or petit juror.

(d) Witness, or person about to be called as a witness, upon a trial or other proceeding before any court, board, or officer authorized to hear evidence or to take testimony.

(e) Any person who has been elected or appointed to public office, whether or not said person has assumed the title or duties of such office.

(2) The acceptance of, or the offer to accept, directly or indirectly, anything of apparent present or prospective value, under such circumstances, by any of the above-named persons, shall also constitute public bribery.

B. For purposes of this Section, “public officer”, “public employee”, or “person in a position of public authority”, includes those enumerated in R.S. 14:2(9), and also means any public official, public employee, or person in a position of public authority, in other states, the federal government, any foreign sovereign, or any subdivision, entity, or agency thereof.

C. (1) Whoever commits the crime of public bribery shall be fined not more than one thousand dollars, or imprisoned, with or without hard labor, for not more than five years, or both.

(2) In addition to the penalty provided for in Paragraph (1) of this Subsection, a person convicted of the provisions of this Section may be ordered to pay restitution to the state if the state suffered a loss as a result of the Offense. Restitution shall include the Payment of legal interest at the rate provided in R.S. 13:4202.

D. Property which was given, offered, or accepted during the commission of the crime of public bribery shall be deemed to be contraband and shall be subject to seizure and forfeiture. Upon final disposition of the case, the district attorney may petition the district court to forfeit the property seized in connection with a violation of this Section, and such property seized under this Section shall be forfeited upon:

(1) A showing by the district attorney of a conviction for a violation of the provisions of this Section.

(2) A showing by the district attorney that the seizure was made incident to an arrest with probable cause or a search under a valid search warrant pursuant to other provisions of law.

E. Property forfeited pursuant to the provisions of this Section shall be disposed of as follows:

(1) When the property is not cash or currency, it shall be disposed of pursuant to the provisions of R.S. 15:41.

(2) When the property consists of cash or currency, it shall be forfeited and distributed as follows:

(a) Fifty-five percent to the law enforcement agency or agencies who investigated the crime.

(b) Fifteen percent to the criminal court fund.

(c) Twenty-five percent to the prosecuting authority that prosecuted the crime.

(d) Five percent to the clerk of court.

F. If the charges of public bribery are dismissed by the district attorney, or if the accused is acquitted following a trial in the district court of the parish in which the violation is alleged to have occurred, all property shall be immediately returned to the owner.

Louisiana Revised Statute 14:120
Title 14: Criminal Law
Chapter 1. Criminal Code
Part VII. Offenses Affecting Organized Government
Subpart B. Bribery and Intimidation

§ 120. Corrupt influencing

A. Corrupt influencing is the giving or offering to give anything of apparent present or prospective value to, or the accepting or offering to accept anything of apparent present or prospective value by, any person, with the intention that the recipient shall corruptly influence the conduct of any of the persons named in R.S. 14:118 (public bribery) in relation to such person's position, employment or duty.

B. (1) Whoever commits the crime of corrupt influencing shall be imprisoned for not more than ten years with or without hard labor or shall be fined not more than ten thousand dollars, or both.

(2) In addition to the penalty provided for in Paragraph (1) of this Subsection, a person convicted of the provisions of this Section may be ordered to pay restitution to the state if the state suffered a loss as a result of the Offense. Restitution shall include the Payment of legal interest at the rate provided in R.S. 13:4202.

EXHIBIT F

APPLICABLE LAWS AND REGULATIONS

Grantee shall comply with the Act specified in Section III of this Agreement, the O.M.B. Circulars and regulations specified in the grant agreement; and with all federal, state, and local laws and regulations applicable to the activities and performances rendered by Grantee under this Agreement including, but not limited to the laws and regulations promulgated thereunder specified in this Exhibit.

I. Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

II. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

III. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

IV. Nondiscrimination and Equal Opportunity.

1. Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C. §§2000d *et seq.*);
2. 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development – Effectuation of Title VI of the Civil Rights Act of 1964";
3. Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. §§3601 *et seq.*) and implementing regulations;
4. Executive Order 11063, as amended by Executive Orders 12249, 12892, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063". The failure or refusal of the Contractor to comply with the requirements of Executive Order 11063 of 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. Part 107, §60
5. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§6101 *et seq.*) and implementing regulations at 24 C.F.R. Part 146;
6. The prohibitions against discrimination against otherwise qualified individuals with handicaps under §504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) and implementing regulations at 24 C.F.R. Part 8. For purposes of the Emergency Shelter Grants Program, the term "dwelling units" in 24 C.F.R. Part 8 shall include sleeping accommodations;
7. The affirmative action requirements of Executive Order 11246, as amended, and the regulations issued under the Order at 41 C.F.R. Chapter 60; and Executive Orders 11625, 12138, and 12432, as amended. Contractor shall make efforts to encourage the use of minority and women's business enterprise in connection with activities funded under this

contract.

V. Equal Employment Opportunity.

Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

VI. Davis Bacon Act

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti- Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

VII. Contract Work Hours and Safety Standards Act

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary,

hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

VIII. Rights to Inventions Made Under a Contract or Agreement

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

IX. Employment Opportunities

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u).

X. Uniform Federal Accessibility Standards

For major rehabilitation or conversion, the Uniform Federal Accessibility standards at 24 C.F.R. Part 40.

XI. Lead-Based Paint

The requirements, as applicable, of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4821- 4856) and implementing regulations at 24 C.F.R. Part 35. In addition, Contractor must also meet the following requirements relating to inspection and abatement of defective lead-based paint surfaces:

1. Treatment of defective paint surfaces must be performed before final inspection and approval of the renovation, rehabilitation, or conversion activity under 24 C.F.R. Part 576; and,
2. Appropriate action must be taken to protect shelter occupants from the hazards associated with lead-based paint abatement procedures.

XII. Use of Debarred, Suspended, or Ineligible Contractors

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (S.A.M.), in accordance with the O.M.B. guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in S.A.M. contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than

Executive Order 12549.

XIII. Flood Insurance

No site proposed on which renovation, major rehabilitation, or conversion of a building is to be assisted under 24 C.F.R. Part 576, other than by grant amounts allocated to States under §576.43, may be located in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards unless:

1. The community in which the area is situated is participating in the National Flood Insurance Program and the regulations thereunder (44 C.F.R. Parts 59 through 79) or (ii) less than a year has passed since FEMA notification regarding such hazards; and
2. Contractor will ensure that flood insurance on the structure is obtained in compliance with §102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. §§4001 *et seq.*).

XIV. Environmental Review

Activities must comply with environmental review requirements found at 24 C.F.R. Part 58.

XV. Clean Air Act

(42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (E.P.A.).

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

XVI. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

XVII. See §200.322 Procurement of recovered materials

XVIII. Prohibition on contracts with companies boycotting Israel

A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

**EXHIBIT G
AUDIT
CERTIFICATION**

Grantees and subgrantees are responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31- U.S.C. 7501-7507) and Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (also known as the Super Circular) codified at 2 C.F.R., Part 200 Section C: Subpart F Audit Requirements, "Audits of States, Local Governments, and Non-Profit Organizations." The audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits.

2 C.F.R., Part 200 Section C: Subpart F Audit Requirements requires grantees and subgrantees who expend \$750,000 or more in a year in federal awards to have a single audit conducted for that year.

Does your agency expend \$750,000 or more a year in Federal funds? Yes No
(Includes all sources of Federal funding, direct and pass through)

Does your agency have an annual audit? Yes No

Name of Agency: Quest 4 Success

Name of Finance Director: Zuleika Moore

Telephone Number of Finance Director: _____

Fiscal Year End: 2025

Signature and Date: _____

**EXHIBIT H
PART 200 DATA ELEMENTS AND REQUIREMENTS**

**Part 200 Data Elements and Requirements for Federal Award Identification
Number:**

- i. Subrecipient/Contractor Name:** Quest 4 Success
- ii. Subrecipient/Contractor's Unique Entity Identifier (DUNS):** K5AVL4ZN4M6
- iii. Federal Award Date:** _____
- iv. Sub-Award Period of Performance:** _____
- v. Amount of Federal Funds Obligated to Subrecipient/Contractor:**

- vi. Total Amount of Federal Award committed to Subrecipient/Contractor:**

- vii. Federal Award Project Description:** _____
- viii. Name of Federal Awarding Agency:** U.S. Department of Housing and Urban
Development.
- ix. CFDA Number and Name:** CFDA 14.239 HOME Investment Partnerships Grant

EXHIBIT I COUNCIL RESOLUTION

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH UNITED WAY OF NORTHEAST LOUISIANA FOR THE PUD TBRA FINANCIAL EDUCATION SERIES AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Planning and Urban Development Department desires to retain the services of United Way of Northeast Louisiana to develop and implement its Tenant-Based Rental Assistance Program Financial Education Series; and

WHEREAS, a copy of the Professional Services Agreement between the City and United Way of Northeast Louisiana is attached hereto and made part hereof.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that Stacey Rowell, Director of Administration is hereby authorized to enter into and execute the attached Professional Services Agreement between the City of Monroe and United Way of Northeast Louisiana.

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 September 2024.

CHAIRPERSON

CITY CLERK



PLANNING & URBAN
DEVELOPMENT
Community Development

PROFESSIONAL SERVICES AGREEMENT
UNITED WAY OF NORTHEAST LOUISIANA

THIS AGREEMENT is made on the ____ day of _____, 2024 (the “**Effective Date**”) by and between the **City of Monroe** (“**City**”) and **United Way of Northeast Louisiana** (“**Consultant**”).

I. Scope of Work / Objectives

Consultant shall develop and implement the PUD TBRA Program Financial Education Series, focusing on the “Dollars & Sense” program for the City of Monroe. The program will include workshops, one-on-one counseling sessions, and the provision of materials. The **Consultant** will meet the following benchmarks in accordance with the objectives, timeline, and deliverables set forth in **Attachment A**:

1. Dollars & Sense Workshops:
 - a. Conduct a 2-hour financial education series session.
 - b. Compensation for session: 2 hours * \$30/hour=\$60.
2. Workshops
 - a. Conduct 6 Workshops, each lasting 1 hour totaling 6 hours.
 - b. Each workshop is to be conducted at \$30/hour.
 - c. Total compensation for workshops: 6 hours * \$30/hour=\$180.
3. One-on-one Counseling
 - a. Provide one-on-one counseling sessions, 1 hour/session, 4 sessions per participant.
 - b. Each counseling hour to be compensated at \$30/hour.
 - c. Total compensation for one-on-one counseling: 4 hours *\$30/hour=\$120 per participant.
4. Materials Provided: BankOn Pens, BankOn Cards, Surveys, Printed Handouts/Slides of Workshops, Budgeting Tools and Examples, Copy of Credit Report, etc.

II. Compensation

City agrees to pay **Consultant** \$2,095 + \$240 per participant (up to a maximum of 55 participants) for services listed in **Attachment A**. City also agrees to reimburse **Consultant** for up to \$175.00 in materials used in connection with **Consultant’s** services.

Consultant shall submit invoices upon completion of each phase/deliverable. Invoices must include a description of all services performed and must be sent via email to the **City’s** Community Development Division. All documentation regarding the services billed for on each invoice shall be maintained in writing by the **Consultant**, to be delivered to **City** immediately



**PLANNING & URBAN
DEVELOPMENT**
Community Development

upon request. **Consultant** shall promptly answer questions as to the services rendered or to be rendered and coordinate services with the Director of Planning and Urban Development.

The **City** agrees to pay each invoice within fifteen (15) days of receipt, provided no deficiencies are noted. If deficiencies are found, the **City** will notify **Consultant** within five (5) business days, and **Consultant** agrees to remedy the deficiencies within three (3) days' notice.

Any additional fees or expenses must be presented in writing and approved by the **City** in writing *prior* to incurring such expenses. **Consultant** shall bear the cost of travel, meals, lodging, and other business expenses, unless otherwise specified in this Agreement.

III. Independent Contractor

City and **Consultant** intend that **Consultant** shall be an independent contractor in the performance of these services.

IV. Term and Termination

This **Agreement** shall commence on the Effective Date and end on July 31, 2026, unless otherwise terminated sooner or mutually extended by the parties. This **Agreement** is terminable at any time in the will of either **City** or **Consultant**.

The continuation of this **Agreement** is also contingent upon the appropriation of funds by the Monroe City Council to fulfill the requirements of this **Agreement**. If the Monroe City Council fails to appropriate sufficient monies to provide for the continuation of the **Agreement**, or if such appropriation is reduced by the veto of the Mayor or by any means provided in the City of Monroe Home Rule Charter, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this **Agreement**, this **Agreement** shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated without further liability.

V. Governing Law and Venue

This **Agreement** shall be governed by Louisiana law. Any action or dispute arising out of or related to this Agreement shall be brought in the Fourth Judicial District Court, Ouachita Parish.

CITY OF MONROE

CONSULTANT

Stacey Rowell
Director of Administration

Name: _____
United Way of Northeast Louisiana



Attachment A

Project Objectives:

1. Enhance Financial Literacy and Skills: Improve participants’ financial literacy and skills through workshops and one-on-one counseling, leading to better budgeting, saving, and credit management.
2. Develop and Deliver Comprehensive Financial Education Program: Develop and implement the “Dollars & \$ense” program, ensuring high participation, engagement, and satisfaction through workshops, counseling, and distribution of educational materials.

Project Timeline, Deliverables, and Project Hours:

Project Timeline	Outputs	Outcomes	Project Hours
Phase I- Ideation Month 1-2: Preparation	-Develop program materials, including BankOn pens, BankOn cards, surveys, printed handouts/slides, budgeting tools/examples, and obtain copies of credit reports.	-Complete the creation of all necessary program materials, including BankOn Pens, BankOn Cards, Surveys, Printed Handouts/Slides, Budgeting Tools/Examples, and Credit Reports. -Ensured materials are high-quality, informative, and user-friendly.	15
Phase II- Implementation Month 3-9	-Schedule workshops and counseling sessions; notify participants and stakeholders. -Conduct the Dollars & \$ense Workshop (2-hour session). -Conduct 6 Workshops (1 hour each, one workshop week)	-Conduct comprehensive financial education session. -Deliver content covering essential financial concepts and practices. -Collect participant feedback by survey. -Provide valuable financial education on various topics.	45
Phase III- Assessment Month 10-16	-Conduct one-on-one counseling sessions (1 hour/session, 4 sessions per participant).	-Developed customized financial plans and budgeting tools tailored to each participant’s needs and goals. -Monitor participants’ progress, documenting improved financial habits and strategies.	50
Project Closeout Month 17-24	-Compile final reports, gather feedback, and review program outcomes with City	-City Staff will have data for a rationale to continue this work.	10
Approx. 2 years			120
United Way of Northeast Louisiana		Estimated total cost for the project	\$2,095 + \$240/ participant

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH LET'S FIX IT! LLC FOR THE PUD'S NONPROFIT CAPACITY BUILDING PROGRAM AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Planning and Urban Development Department desires to retain the services of Let's Fix It! LLC to develop and implement a comprehensive education and training curriculum for the Community Development Division's Nonprofit Capacity Building Program; and

WHEREAS, a copy of the Professional Services Agreement between the City and Let's Fix It! LLC is attached hereto and made part hereof.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that Stacey Rowell, Director of Administration is hereby authorized to enter into and execute the attached Professional Services Agreement between the City of Monroe and Let's Fix It! LLC.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK



PLANNING & URBAN
DEVELOPMENT
Community Development

PROFESSIONAL SERVICES AGREEMENT
LET'S FIX IT! LLC

THIS AGREEMENT is made on the ____ day of _____, 2024 (the “**Effective Date**”) by and between the **City of Monroe (“City”)** and **Let’s Fix It! LLC (“Consultant”)**.

I. Scope of Work / Objectives

Consultant shall develop and implement a comprehensive Education and Training Curriculum for City of Monroe’s Community Development Division Nonprofit Capacity Building Program, including workshop schedules, application and selection criteria, workshop materials for participants, tools for City Council members, and one-on-one coaching sessions to support up to 25 nonprofit community-based organizations.

Consultant will focus on and meet the following benchmarks in accordance with the objectives, timeline, and deliverables set forth in **Attachment A**:

1. Design a Project Workplan that includes surveys and assessments focused on nonprofit capacity needs;
2. Develop a detailed outline for the Education and Training Curriculum;
3. Define application and selection criteria for workshop participants;
4. Develop a detailed schedule for 8 weekly workshops (two which will be virtual);
5. Develop and compile materials for each workshop session, ensuring that materials are comprehensive, engaging, and aligned with the curriculum; and
6. Develop Evaluation/Assessment criteria and framework by wvaluating the effectiveness of the Program Curriculum through participants’ feedback.

II. Compensation

City agrees to pay **Consultant \$15,000.00** for the services listed in **Attachment A**. **Consultant** shall be paid on the following schedule:

Phase I Completion	\$5,000.00
Phase II Completion	\$5,000.00
Phase III Completion/Closeout	\$5,000.00

Consultant shall submit invoices upon completion of each phase/deliverable. Invoices must include a description of all services performed and must be sent via email to the **City’s** Community Development Division. All documentation regarding the services billed for on each



**PLANNING & URBAN
DEVELOPMENT**
Community Development

invoice shall be maintained in writing by the **Consultant**, to be delivered to **City** immediately upon request. **Consultant** shall promptly answer questions as to the services rendered or to be rendered and coordinate services with the Director of Planning and Urban Development.

The **City** agrees to pay each invoice within fifteen (15) days of receipt, provided no deficiencies are noted. If deficiencies are found, the **City** will notify **Consultant** within five (5) business days, and **Consultant** agrees to remedy the deficiencies within three (3) days' notice.

Any additional fees or expenses must be presented in writing and approved by the **City** in writing *prior* to incurring such expenses. **Consultant** shall bear the cost of travel, meals, lodging, and other business expenses, unless otherwise specified in this Agreement.

III. Independent Contractor

City and **Consultant** intend that **Consultant** shall be an independent contractor in the performance of these services.

IV. Term and Termination

This **Agreement** shall commence on the Effective Date and end on August 31, 2025, unless otherwise terminated sooner or mutually extended by the parties. This **Agreement** is terminable at any time in the will of either **City** or **Consultant**.

The continuation of this **Agreement** is also contingent upon the appropriation of funds by the Monroe City Council to fulfill the requirements of this **Agreement**. If the Monroe City Council fails to appropriate sufficient monies to provide for the continuation of the **Agreement**, or if such appropriation is reduced by the veto of the Mayor or by any means provided in the City of Monroe Home Rule Charter, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this **Agreement**, this **Agreement** shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated without further liability.

V. Governing Law and Venue

This **Agreement** shall be governed by Louisiana law. Any action or dispute arising out of or related to this Agreement shall be brought in the Fourth Judicial District Court, Ouachita Parish.

CITY OF MONROE

CONSULTANT

Stacey Rowell
Director of Administration

Alfredo Cruz
Let's Fix It! LLC



Attachment A

Project Objectives:

1. Design, develop and implement a Nonprofit Education and Training program tailored for Monroe's nonprofit community that can help strengthen local organizations' knowledge, infrastructure and leadership.
2. Ensure organizations' leaders have the knowledge and tools they need to create strong and stable nonprofit organizations.
3. Provide one-on-one coaching for participants to create a plan for organizational growth and development that is tied to specific goals and measures of success.

Project Timeline, Deliverables, and Project Hours:

Project Timeline	Deliverables	Outcomes	Project Costs
Phase I- Ideation (July-Aug. 2024)	Project Work plan Nonprofit capacity needs survey Capacity Needs Assessment Program design & framework Partnerships with United Way and others identified Communications schedule with City staff and partners	Monroes' Nonprofit Education and Training program is launched for up to 25 local organizations and it is co-designed with their input and with local partners.	\$5,000.00
Phase II- Implementation (Sept.- Dec.) March 28 Kickoff and Selection process	-Nonprofit Education Curriculum -Workshops Schedule/ locations Application and Selection Criteria -Workshop Materials for participants -Communications plan for council members	Program curriculum designed and implemented over an eight-week period on four core topic areas: <ul style="list-style-type: none"> • Legal Compliance • Budgeting • Human Resources • Accountability 	\$5,000.00 Includes Travel-Related Costs And Meals For Participants
Sept-Dec. Workshops (1.5 hrs. ea.)	8 Weekly Workshops (dates TBD)	Through individualized coaching, participants develop a capacity building plan and set goals to pursue	
Oct. – Dec. One-on-one coaching (1 hr. sessions)	Scheduled one-on-one coaching to assist organizations to develop growth plan and goals.		



**PLANNING & URBAN
DEVELOPMENT**
Community Development

Phase III- Assessment Jan. – Feb. 2025	Evaluation/Assessment criteria and framework. Assessment report.	An assessment report is developed to provide City staff with data about the program’s effectiveness, impact and areas for improvement and refinement	\$5,000.00
Project Closeout February 2025	Final Close Out Report, Recommendations and Next Steps.	City staff has information necessary to plan for future continuation of this program.	10

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION APPROVING CHANGE ORDER NO. ONE (1) FOR THE WPCC – UV DISINFECTION SYSTEM PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Change Order No. 1 will increase the contract time for the WPCC – UV Disinfection System Project by 45 days; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened that Change Order No. 1 for the WPCC – UV Disinfection System Project is hereby approved, and Stacey Rowell, Director of Administration, be and is hereby authorized to execute said change order.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK



ENGINEERING

Memorandum

Date: August 28, 2024
From: C. Morgan McCallister, P.E. *C. Morgan McCallister*
To: City of Monroe Council Members
Subject: 22SEW005 - WPCC - UV Disinfection System

Project Description:

The existing UV system at the WPCC is now obsolete and spare parts for the equipment are no longer manufactured as of the summer of 2022. A new system is needed that will provide reliable operation, with reduced O&M labor and cost. Simply replacing the existing UV system in its current location with an updated system is not a cost-effective option due to the structural modifications needed to fit new equipment, along with the temporary disinfection equipment and associated UV system bypass duration required to complete the job. Therefore, a location onsite has been established to construct a new UV structure, while keeping the existing UV equipment operational until the new equipment is successfully installed and tested.

Council District(s) w/ Coordinates:

Citywide
(32.43495590472099, -92.09989965114563)

Construction Cost Estimate:

\$1,592,000.00 (October 11, 2022)

DBE Participation:

8.15%

Funding:

Capital Infrastructure Program (CIP) = \$406,052.40

Bid Amount:

\$1,389,000.00 (April 27, 2023)

Contract time:

400 Calendar Days

Liquidated Damages:

\$330 for each consecutive calendar day beyond original 400 calendar day limit whereas defined in the Project Bid Documents.

If anyone would like to discuss this project in more detail... Please let me know at your earliest convenience. We can schedule a call or a meeting via the Engineering Office, Project Location, or Teams.

C. Morgan McCallister, PE – City Engineer
(318) 376-8028 | morgan.mccallister@ci.monroe.la.us

Fantashia Shaffer – Administrative Assistant to City Engineer
(318) 329-2210 | fantashia.shaffer@ci.monroe.la.us

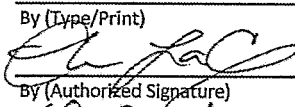
CHANGE ORDER

Owner: City of Monroe, Louisiana	Change Order No.: <u>1</u>
Project Name: WPCC Improvements - UV Disinfection System Replacement Project	Owner Project No. 22SEW005
Contractor: The Lemoine Company, LLC	Contract Date: 7/21/2023
Engineer: Waggoner Engineering, Inc.	Notice to Proceed Date: 9/1/2023

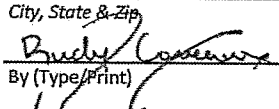
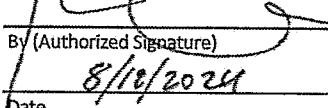
The contract is changed as follows:

Original Contract Value:	\$	1,389,000.00
Change Order Request :	\$	-
<u>Percent Increase:</u>		<u>0.00%</u>
Cumulative Cost of Previous Change Orders	\$	-
Cumulative Cost of Change Orders to Date:	\$	-
<u>Percent Increase (Cumulative):</u>		<u>0.00%</u>
Contract Value including all Changed Orders to date:	\$	1,389,000.00
Original Substantial Completion Date		8/21/2024
days per original contract:		400
previous Change Orders increase contract days by:		0
this Change Order increases contract days by:		45
Substantial Completion Date with all approved Change Orders:		10/5/2024

RECOMMENDED:

Waggoner Engineering, Inc.
 Engineer (Firm Name)
10542 S. Glenstone Place
 Address
Baton Rouge, LA 70810
 City, State & Zip
Chris LaCroix
 By (Type/Print)

 By (Authorized Signature)
08.19.24
 Date

ACCEPTED:

The Lemoine Company, LLC
 Contractor (Firm Name)
1200 Brickyard Lane Suite 300
 Address
Baton Rouge, LA 70802
 City, State & Zip

 By (Type/Print)

 By (Authorized Signature)
8/16/2024
 Date

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

APPROVED BY:

CITY OF MONROE ENGINEERING DEPARTMENT

 By (Authorized Signature)

 By (Type/Print)

 Date

CITY OF MONROE DIRECTOR OF ADMINISTRATION

 By (Authorized Signature)

 By (Type/Print)

 Date

CHANGE ORDER

Owner:	City of Monroe, Louisiana	Change Order No.:	1
Project Name:	WPCCI Improvements - UV Disinfection System Replacement Project	Owner Project No.:	22SEW005
Contractor:	The Lemoine Company, LLC	Contract Date:	7/21/2023
Engineer:	Waggoner Engineering, Inc.	Notice to Proceed Date:	9/1/2023

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

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

Contract completion time is increased by: **45 CALENDAR DAYS**

Item No.	DESCRIPTION and EXPLANATION of Change(s): (Quantities, Units, Unit Prices, Change in Completion Schedule, Etc.)	Change in Project Funds
----------	--	-------------------------

Description Additional contract time

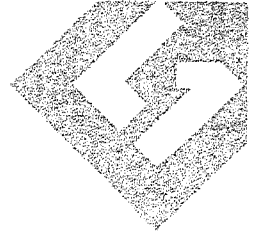
TOTAL \$ -

Explanation Additional days added to contract time due to delay in Entergy connecting power from Entergy provided transformers to the new UV panels. See letter from Lemoine dated August 16, 2024 along with daily reports:

- March 4, 2024: initial contact with Entergy
- June 26, 2024: Entergy installed transformers for UV project, but did not hook up permanent power
- July 16, 2024: Entergy hooked up power for aerator project (22SEW004) but not for this UV project
- August 6, 2024: Entergy hooked up permanent power for UV project

Attachments (list documents supporting change):
 Lemoine letter dated August 16, 2024.
 Lemoine daily reports from March 4, June 26, July 16, and August 6, 2024

TOTAL Amount Added This Change Order: \$ -



August 16, 2024

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

RE: WPCCI Improvements – UV Disinfection System Replacement Project No. 22SEW005

Dear Chris,

The Lemoine Company is requesting a change order to add 45 days to the substantial completion date to the WPCCI Improvements – UV Disinfection System Replacement project. This request is due to the delay in getting Entergy out to connect the power from the transformers to the panels. It took Entergy 5 weeks to come and connect the power. With not having power we could not schedule Trojan to come out and start up the UV equipment.

Please call or email if you have any questions.

Sincerely,

Michael Ferguson
The Lemoine Company, LLC

VIA Electronic Mail

LEMOINE

833-LEMOINE | 1LEMOINE.COM | One mission. Yours.™

Daily Project Log: Monday 3/4/2024

23.1131. WPCC Monroe UV Disinfection System Project



Weather: Scattered Storms

Wind: mph

Temp (F): 64 - 78

Daily Report No.: 39 Daily Log Written By TODD DALRYMPLE

Daily Notes:

Finish outside forms on influent box Rain out @ 2PM - 3/4" of rain
Copeland reached out to Entergy for permanent power for UV

Subcontractors

Firm	Remarks	Phase	Location	# Onsite
JNQ Future, LLC				5

Timecard Employees

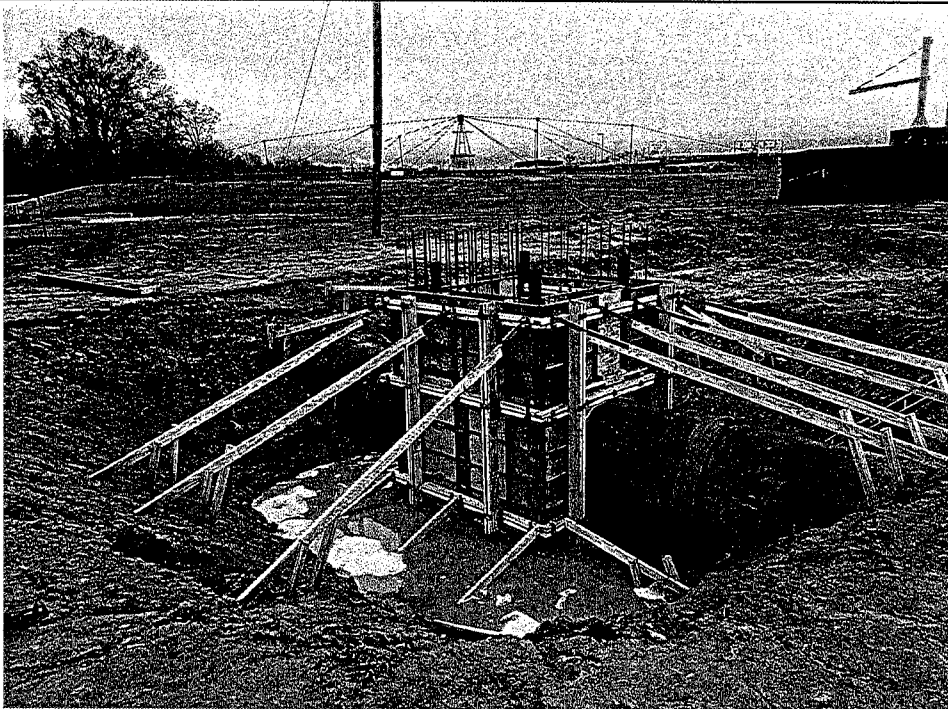
Name	Phase	Class	Hours
LUIS TREJO JR	03-1-112- FORM WALLS MINOR-PAT	Laborer	8.00
Total Hours			8.00

Daily Project Log: Monday 3/4/2024

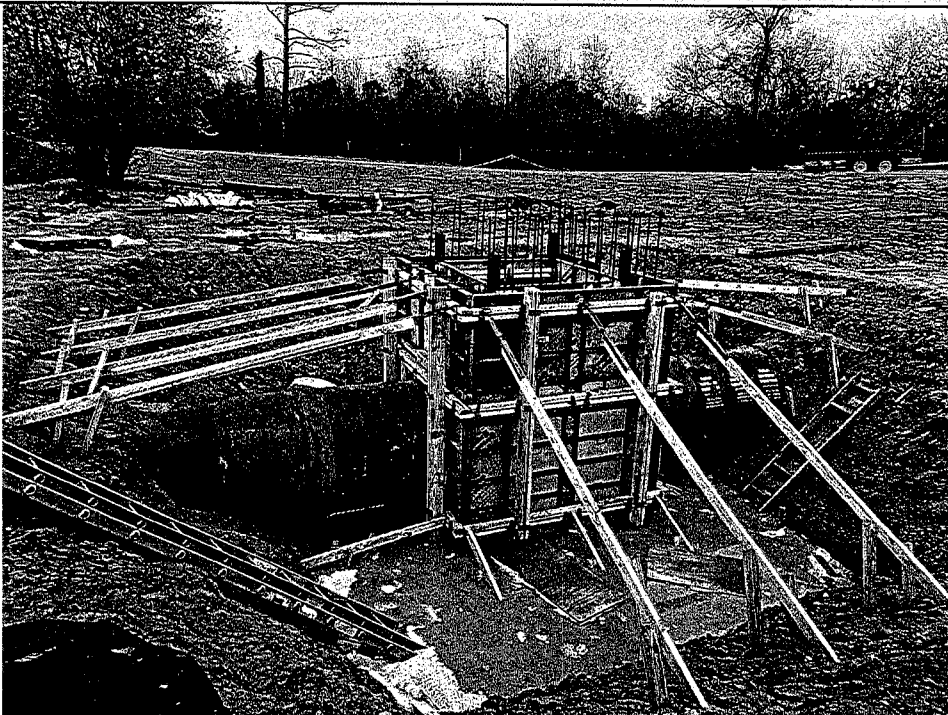
23.1131. WPCCC Monroe UV Disinfection System Project



IMG2362.JPG



IMG2359.JPG



Daily Project Log: Monday 3/4/2024

23.1131. WPCC Monroe UV Disinfection System Project



Signed By:

TD

TODD DALRYMPLE on 3/5/2024 8:03 AM

Daily Project Log: Wednesday 6/26/2024

23.1131. WPCC Monroe UV Disinfection System Project



Weather: Partly Cloudy

Wind: mph

Temp (F): 81 - 92

Daily Report No.: 97 Daily Log Written By TODD DALRYMPLE

Daily Notes:

Finish painting

Copeland running conduit, Called Entergy transformers installed but no power. Delaying the scheduling of startup.

Subcontractors

Firm	Remarks	Phase	Location	# Onsite
JNQ Future, LLC				2
Copeland Electric Company, L.L.C.				2

Timecard Employees

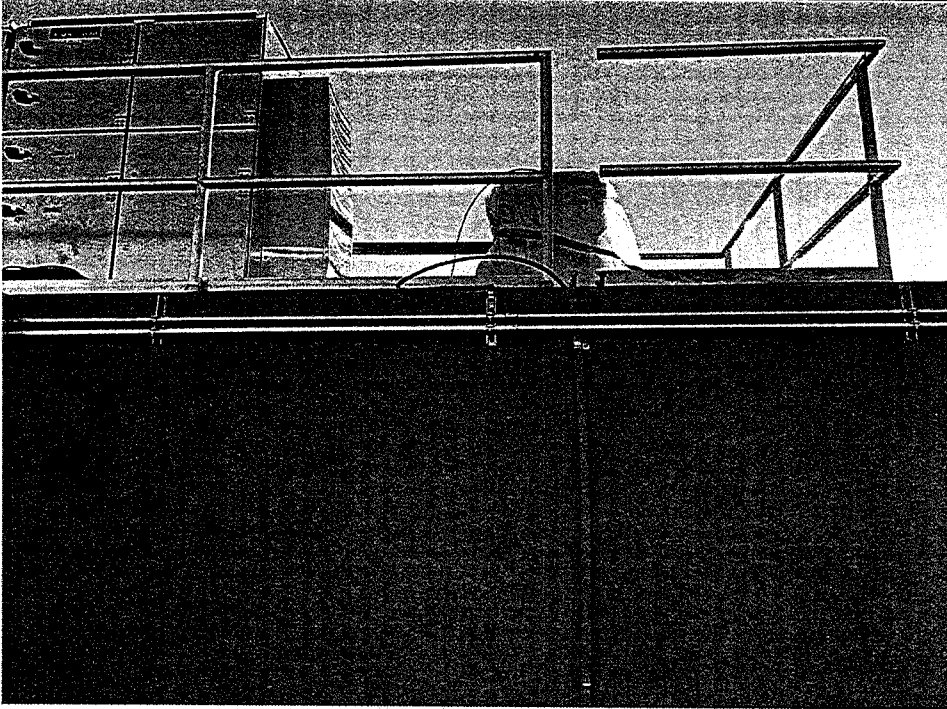
Name	Phase	Class	Hours
BRANDON HERNANDEZ	03-3-173- RUBBED FIN @ VERTICAL	Carpenter	10.00
ISMAEL HERNANDEZ PRADO	03-3-173- RUBBED FIN @ VERTICAL	Carpenter	10.00
Total Hours			20.00

Daily Project Log: Wednesday 6/26/2024

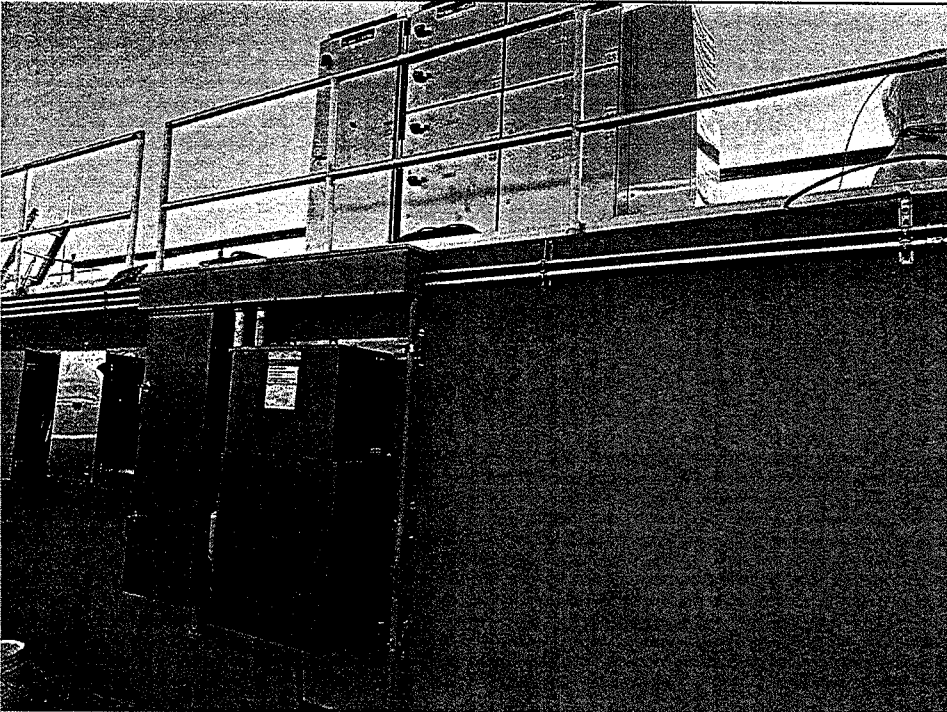
23.1131. WPCCC Monroe UV Disinfection System Project



IMG4073.JPG



IMG4072.JPG



Daily Project Log: Wednesday 6/26/2024

23.1131. WPCC Monroe UV Disinfection System Project



Signed By:

T D

TODD DALRYMPLE on 6/27/2024 8:06 AM

Daily Project Log: Tuesday 7/16/2024

23.1131. WPCC Monroe UV Disinfection System Project



Weather: Sunny

Wind: mph

Temp (F): 79 - 97

Daily Report No.: 101 Daily Log Written By TODD DALRYMPLE

Daily Notes:

Copeland terminate wires in UV control cabinets. Energy connected power for aerators, but not UV. Delaying startup.

Subcontractors

Firm	Remarks	Phase	Location	# Onsite
Copeland Electric Company, L.L.C.				3
Total Manpower:				3

Timecard Employees

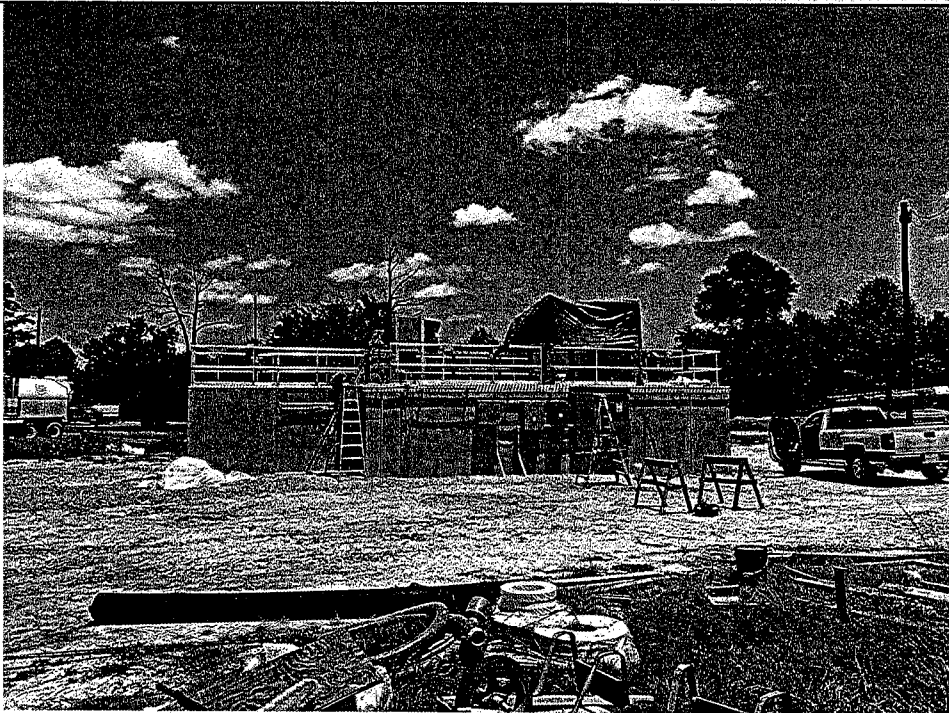
Name	Phase	Class	Hours
BRANDON HERNANDEZ	01-2-155- Continuous Cleaning Labor	Carpenter	10.00
CHARLES ONEAL	01-2-155- Continuous Cleaning Labor	Backhoe/Excavator/Trackhoe Op.	10.00
ISMAEL HERNANDEZ PRADO	01-2-155- Continuous Cleaning Labor	Carpenter	10.00
Total Hours			30.00

Daily Project Log: Tuesday 7/16/2024

23.1131. WPCC Monroe UV Disinfection System Project



IMG4102.JPG



Signed By:

TD

TODD DALRYMPLE on 7/18/2024 7:12 AM

Daily Project Log: Tuesday 8/6/2024

23.1131. WPCC Monroe UV Disinfection System Project



Weather: Mostly Sunny

Wind: mph

Temp (F): 79 - 97

Daily Report No.: 107 Daily Log Written By TODD DALRYMPLE

Daily Notes:

Grade dirt getting ready to plant grass

Entergy connected power from transformers to panels. Scheduling Trojan for startup.

Timecard Employees

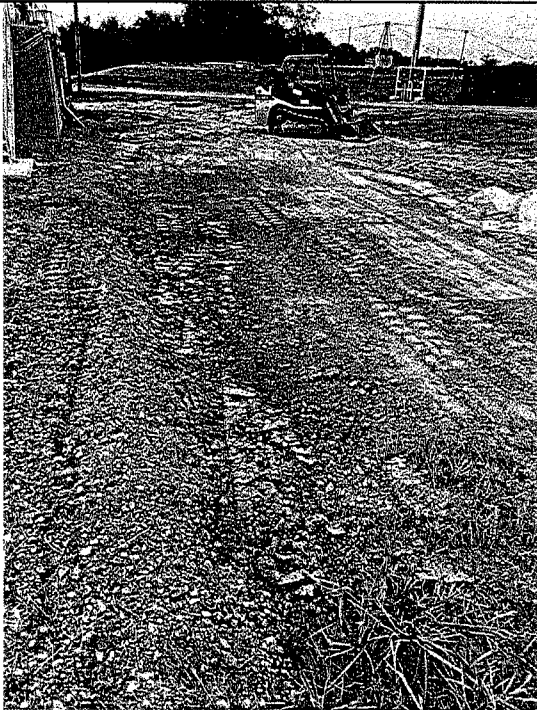
Name	Phase	Class	Hours
BRANDON HERNANDEZ	31-2-121- HAND GRADE SUBGRADE	Carpenter	10.00
CHARLES ONEAL	31-2-231- HAUL EXCESS ONSITE	Backhoe/Excavator/Trackhoe Op.	10.00
ISMAEL HERNANDEZ PRADO	31-2-121- HAND GRADE SUBGRADE	Carpenter	10.00
Total Hours			30.00

Daily Project Log: Tuesday 8/6/2024

23.1131. WPCC Monroe UV Disinfection System Project



IMG4146.JPG



Signed By:

TD

TODD DALRYMPLE on 8/7/2024 7:47 AM

City of Monroe, LA
WPCC Improvements – UV Disinfection System Replacement Project No. 22SEW005

DANA BENSON
OUACHITA PARISH CLERK OF COURT
Inst# 1879912 MB
Recorded On: 7/25/2023 8:38 AM

SECTION 00630

NOTICE OF AWARD

Project: WPCC IMPROVEMENTS – UV DISINFECTION SYSTEM REPLACEMENT PROJECT NO. 22SEW005	
Owner: CITY OF MONROE	Owner's Contract No.: 22SEW005
Engineer: MANCHAC CONSULTING GROUP, INC.	Engineer's Project No.: 1007.755
Bidder: The Lemoine Company, LLC	
Bidder's Address: 1906 Eraste Landry Rd., Suite 200 Lafayette, LA 70506	

You are notified that your Bid dated April 27, 2023, for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for WPCC IMPROVEMENTS – UV DISINFECTION SYSTEM REPLACEMENT PROJECT NO. 22SEW005.

The Contract Price of your Contract is One Million Three Hundred Eighty-Nine Thousand and 00/100 Dollars (\$1,389,000.00).

PDF or Hard copies of the proposed Contract Documents (except Technical Specifications and Drawings) accompany this Notice of Award.

Three (3) sets of the Drawings and Specifications will be delivered separately or otherwise made available to you with, or prior to, your Notice to Proceed.


You must comply with the following conditions precedent within fifteen (15) working days of the date you receive this Notice of Award.

1. Deliver to the Engineer three (3) fully executed counterparts of ALL Contract Documents signed in ink.
2. Executed the Agreement and the Surety Bonds as specified in Article 19 of the Instructions to Bidders and Article 6.01 of the General Conditions.
3. Other conditions precedent:
Insurance Certificate per the Supplemental Conditions and Other Required Documents per Specifications Including but May Not be Limited to the following:
 - Section 00485 Corporate Resolution (When Applicable)
 - Section 00500 Agreement (DO NOT DATE)
 - Section 00610 Contractor's Performance Bond (DO NOT DATE)
 - Section 00615 Contractor's Payment Bond (DO NOT DATE)
 - Provide Certifications of Insurance as specified (SC-6.02, SC-6.03, SC-6.04 and SC-6.05)

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

00630-1

**CERTIFIED
TRUE COPY**

JUL 25 2023
BY 
DEPUTY CLERK
4TH JUDICIAL DISTRICT COURT
OUACHITA PARISH, LA

City of Monroe, LA
WPCC Improvements – UV Disinfection System Replacement Project No. 22SEW005

SECTION 00630

NOTICE OF AWARD

Project: WPCC IMPROVEMENTS – UV DISINFECTION SYSTEM REPLACEMENT PROJECT NO. 22SEW005	
Owner: CITY OF MONROE	Owner's Contract No.: 22SEW005
Engineer: MANCHAC CONSULTING GROUP, INC.	Engineer's Project No.: 1007.755
Bidder: The Lemoine Company, LLC	
Bidder's Address: 1906 Eraste Landry Rd., Suite 200 Lafayette, LA 70506	

You are notified that your Bid dated April 27, 2023, for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for WPCC IMPROVEMENTS – UV DISINFECTION SYSTEM REPLACEMENT PROJECT NO. 22SEW005.

The Contract Price of your Contract is One Million Three Hundred Eighty-Nine Thousand and 00/100 Dollars (\$1,389,000.00).

PDF or Hard copies of the proposed Contract Documents (except Technical Specifications and Drawings) accompany this Notice of Award.

Three (3) sets of the Drawings and Specifications will be delivered separately or otherwise made available to you with, or prior to, your Notice to Proceed.

You must comply with the following conditions precedent within fifteen (15) working days of the date you receive this Notice of Award.

1. Deliver to the Engineer three (3) fully executed counterparts of ALL Contract Documents signed in ink.
2. Executed the Agreement and the Surety Bonds as specified in Article 19 of the Instructions to Bidders and Article 6.01 of the General Conditions.
3. Other conditions precedent:
Insurance Certificate per the Supplemental Conditions and Other Required Documents per Specifications Including but May Not be Limited to the following:
 - Section 00485 Corporate Resolution (When Applicable)
 - Section 00500 Agreement (DO NOT DATE)
 - Section 00610 Contractor's Performance Bond (DO NOT DATE)
 - Section 00615 Contractor's Payment Bond (DO NOT DATE)
 - Provide Certifications of Insurance as specified (SC-6.02, SC-6.03, SC-6.04 and SC-6.05)

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

City of Monroe, LA
WPCC Improvements – UV Disinfection System Replacement Project No. 22SEW005

Within fifteen (15) calendar days after you comply with the above conditions, the Owner will return to you one fully executed counterpart of the Contract Documents.

City of Monroe
Owner _____
By: *Stacy Powell*
Authorized Signature _____
Director of Administration
Title _____
7-21-2003
Date _____

SECTION 00500
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT, made this 21st day of July, 2023
by and between the **CITY OF MONROE**, hereinafter called "OWNER" and
The Lemoine Company, LLC, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of:

**WPCC IMPROVEMENTS – UV DISINFECTION SYSTEM REPLACEMENT PROJECT
NO. 22SEW005**

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 400 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

Bidder must agree to pay as liquidated damages the sum of \$330.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of One Million Three Hundred Eighty-Nine Thousand and 00/100 Dollars (\$ 1,389,000.00).

5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Information for Bidders
 - (C) BID

City of Monroe, LA
WPCC Improvements – UV Disinfection System Replacement Project No. 22SEW005

- (D) BID Bond
- (E) Agreement
- (F) General Conditions
- (G) Payment Bond
- (H) Performance Bond
- (I) Drawings prepared by Manchac Consulting Group, Inc., dated **MARCH 2023**.
- (J) Specifications prepared by Manchac Consulting Group, Inc., dated **MARCH 2023**.
- (K) ADDENDA (Nos. 1 through 1, inclusive):

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the Specifications such amounts as required by the CONTRACT DOCUMENTS.

7. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

City of Monroe, LA
WPCC Improvements – UV Disinfection System Replacement Project No. 22SEW005

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in five (5) copies each of which shall be deemed an original on the date first above written.

OWNER:

CITY OF MONROE

BY: Stacey Powell

NAME: Stacey Powell

TITLE: Director of Administration

(SEAL)
ATTEST:

NAME: Eric F. Edmondson

TITLE: Project Analyst

Eric F. Edmondson
WITNESS AS TO OWNER

CONTRACTOR:

BY: RC

NAME: Rudy Comeaux, President, Infrastructure

ADDRESS: 1906 Eraste Landry Rd., Ste 200
Lafayette, LA 70506

(SEAL)
ATTEST:

Arnell V. Masse

Arnell V. Masse

(PLEASE PRINT)
Secy / GENL (CIV)

Arnell V. Masse

WITNESS AS TO CONTRACTOR

*CORPORATE RESOLUTION REQUIRED

City of Monroe, LA
WPCC Improvements – UV Disinfection System Replacement Project No. 22SEW005

SECTION 00610

Bond No. 7901126365 / GSH6500165

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that The Lemoine Company, LLC,
Limited Liability a Company, hereinafter called Principal and Nationwide Mutual Insurance Company &
The Gray Casualty & Surety Company, hereinafter
called Surety, are held and firmly bound unto the **CITY OF MONROE**, hereinafter called OWNER in
the total aggregate penal sum of One Million Three Hundred Eighty Nine Thousand and 00/100 Dollars (\$ 1,389,000.00)
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by
these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain
contract with the OWNER, dated the 21st day of July, 2023, a copy of which is hereto
attached and made a part hereof for the construction of:

**WPCC IMPROVEMENTS – UV DISINFECTION SYSTEM REPLACEMENT
PROJECT NO. 22SEW005**

in accordance with drawings and specifications prepared by Manchac Consulting Group, Inc., dated
MARCH 2023.

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said contract during the original term
thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the
SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and
demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from
all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay
the OWNER all outlay and expense which the OWNER may incur in making good any default, then this
obligation shall be void, otherwise to remain in full force and effect.

City of Monroe, LA
WPCC Improvements – UV Disinfection System Replacement Project No. 22SEW005

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

City of Monroe, LA
WPCC Improvements - UV Disinfection System Replacement Project No. 22SEW005

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each of which shall be deemed an original, this the 21st day of July, 2023

ATTEST:

[Signature]
(Principal Secretary) Amnah U. Nasser

The Lemoine Company, LLC
Principal

(SEAL)

BY [Signature]
Lensed K. Lemoine - Chief Creative Officer
1906 Eraste Landry Road, Suite 200
Lafayette, LA 70506
(Address)

[Signature]
(Witness as to Principal) Treton Ball
1906 Eraste Landry Rd. #. 200
(Address)
Lafayette, LA 70506

Nationwide Mutual Insurance Company & The Gray Casualty & Surety Company
Surety

ATTEST:

[Signature]
(Witness as to Surety) Noah Pierce
1200 South Tryon Street, Suite 650
(Address)
Charlotte, NC 28203

BY [Signature]
Attorney-in-Fact Bryan M Caneschi
1200 South Tryon Street, Suite 650
(Address)
Charlotte, NC 28203



NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

City of Monroe, LA
WPCC Improvements – UV Disinfection System Replacement Project No. 22SEW005

SECTION 00615 Bond No. 7901126365 / GSH6500165

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: The Lemoine Company, LLC
a Limited Liability Company, hereinafter called Principal and Nationwide Mutual Insurance Company & The Gray Casualty & Surety Company

hereinafter called Surety, are held and firmly bound unto the **CITY OF MONROE**, hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate sum of One Million Three Hundred Eighty Nine Thousand and 00/100 Dollars (\$1,389,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the 21st day of July, 2023, a copy of which is hereto attached and made a part hereof for the construction of:

**WPCC IMPROVEMENTS – UV DISINFECTION SYSTEM REPLACEMENT
PROJECT NO. 22SEW005**

in accordance with drawings and specifications prepared by Manchac Consulting Group, Inc., dated **MARCH 2023**.

NOW THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs or machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

City of Monroe, LA
WPCC Improvements - UV Disinfection System Replacement Project No. 22SEW005

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL shall have given written notice to any two of the following: the PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

City of Monroe, LA
WPC Improvements - UV Disinfection System Replacement Project No. 22SEW005

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each of which shall be deemed an original, this the 21st day of July, 2023

ATTEST:

[Signature]
(Principal Secretary) Anna V. [Signature]

The Lemoine Company, LLC
Principal

(SEAL)

[Signature]
(Witness as to Principal)
1906 Eraste Landry Rd, Suite 200
(Address)
Lafayette, LA 70506

BY [Signature]
Leonard K. Lemoine - Chief Executive Officer
1906 Eraste Landry Road, Suite 200
Lafayette, LA 70506
(Address)

Nationwide Mutual Insurance Company & The Gray Casualty & Surety Company
Surety

ATTEST:

[Signature]
(Witness as to Surety) Noah Pierce
1200 South Tryon Street, Suite 650
(Address)
Charlotte, NC 28203

BY [Signature]
Attorney-in-Fact Bryan M Caneschi
1200 South Tryon Street, Suite 650
(Address)
Charlotte, NC 28203



NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.


City of Monroe, LA
WPCC Improvements - UV Disinfection System Replacement Project No. 22SEW005

IN WITNESS WHEREOF, the Principal and the Surety have hereunder set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

The Lemoine Company, LLC (L. S.)
Principal

By 

Rudy Comeau, President, Infrastructure
Nationwide Mutual Insurance Company &
The Gray Casualty and Surety Company

By 
Surety Bryan M Ganeschi, Attorney-In-Fact



IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint AMY R. WAUGH; BRYAN M. CANESCHI; CATHERINE THOMPSON; JYNELL MARIE WHITEHEAD; NOAH PIERCE;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

[Signature]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss
On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MCE270117
Qualified in New York County
Commission Expires October 19, 2024

[Signature]

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this ____ day of

[Signature]

Assistant Secretary

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

Willis Towers Watson Southeast, Inc.
06/06/2023 12:07 37004700765

GENERAL POWER OF ATTORNEY

Bond Number: GSH6500165

Principal: The Lemoine Company, LLC

Project: WPCC Improvements - UV Disinfection System Replacement Project No. 22SEW005

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Michael Joshua McDaniel, Lisa A. Pless, Chaun M. Wilson, Ann Hamby, Bryan M. Caneschi, Amy R. Waugh, Jynell Marie Whitehead, Noah William Pierce, and Catherine Thompson jointly and severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson
On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this _____ day of _____

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this _____ day of _____

Leigh Anne Henican





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/27/2023

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 Cadence Insurance 4041 Essen Lane, Suite 400 Baton Rouge LA 70809	CONTACT NAME: Sharon Elgin PHONE (A/C, No, Ext): 225-336-3200 FAX (A/C, No): 225-336-4536 E-MAIL ADDRESS: sharon.elgin@cadenceinsurance.com
	INSURER(S) AFFORDING COVERAGE
INSURED City of Monroe 802 North 31st Street Monroe LA 71201	INSURER A: Mid Continent Casualty Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2015515103 **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.

INSRT LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ 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 <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS					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	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OCF Liability		04OCP002005677	6/27/2023	6/27/2024	\$1,000,000 OCC \$2,000,000 AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contractor: The Lemoine Company, LLC
Contract Amount: \$729,900
Project: Monroe WPCPC Improvements (Flow EQ Basin)

CERTIFICATE HOLDER City of Monroe 802 North 31st Street Monroe LA 71201	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 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/27/2023

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 Cadence Insurance (formerly BXS Insurance) 4041 Essen Lane, Suite 400 Baton Rouge LA 70809		CONTACT NAME: Sharon Elgin PHONE (A/C, No. Ext): 225-336-3200 FAX (A/C, No.): EMAIL ADDRESS: sharon.elgin@cadenceinsurance.com	
INSURED The Lemoine Company, LLC 1906 Eraste Landry Road Suite 200 Lafayette LA 70506		INSURER(S) AFFORDING COVERAGE	
LEMOCOM-01		INSURER A: National Union Fire Ins Co Pittsburgh PA	NAIC# 19445
		INSURER B: XL Insurance America, Inc.	24554
		INSURER C: Indian Harbor Insurance Co.	36940
		INSURER D: New Hampshire Insurance Co.	23841
		INSURER E: SiriusPoint Specialty Insurance Corporation	16820
		INSURER F: Vantage Risk Specialty Insurance Company	16275


COVERAGES **CERTIFICATE NUMBER:** 1939099652 **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	ADD'L SUBR INSD - WYD	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		GL3292043	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CA4544741	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS		TSX00016522 P03XC0000023320	9/1/2022 9/1/2022	9/1/2023 9/1/2023	EACH OCCURRENCE \$ 30,000,000 AGGREGATE \$ 30,000,000 \$ SEE REMARKS
D	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 N	WC022298353	9/1/2022	9/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional/Pollution		CE0742083207	9/1/2022	9/1/2023	\$10,000,000 Coo
B	Equipment Coverage		UM00052499MA22A	9/1/2022	9/1/2023	\$10,000,000 Aggr *See Remarks

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Subject to policy terms, conditions and exclusions: the Certificate Holder shall be considered an Additional Insured on a Primary and Non-Contributory basis on General Liability, Automobile Liability and Excess policies with a Waiver of Subrogation on General Liability, Automobile Liability, Excess and Workers' Compensation policies in their favor when required by written contract, but only to the extent of the Named Insured's obligation to indemnify, defend and/or hold harmless the Certificate Holder as required by written contract. Excess Liability policies are follow form. Thirty Day (30) Notice of Cancellation shall be given when required by written contract. Blanket Alternate Employer applies on the Workers Compensation policy when required by written contract. Workers' Compensation includes Officers. Additional Insured applies on the Pollution when required by written contract. Waiver of Subrogation applies on the Pollution and Professional policies when required by written contract.

See Attached...

CERTIFICATE HOLDER City of Monroe 802 North 31st St Monroe LA 71201	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 



AGENCY CUSTOMER ID: LEMOCOM-01

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Cadence Insurance (formerly BXS Insurance)		NAMED INSURED The Lemoine Company, LLC 1906 Eraste Landry Road Suite 200 Lafayette LA 70506	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Leased/Rented Equipment Limit: \$1,600,000 per item / \$3,000,000 per occurrence.
 Leased/Rented Equipment Deductible: \$1,000; Except 2.5% of the limit of insurance or your legal liability applicable to the unit that sustained loss or damage subject to \$5,000 minimum as respects to Cranes.
 Certificate Holder shown is Additional Insured and Loss Payee with respects to leased/rented equipment when required by written contract. Subject to policy terms and conditions, Loss Payee shall receive the amount the Insured is obligated to pay for direct physical loss or damage to contractor's equipment by reason of their assumption of liability in a written contract or written agreement executed prior to the loss or damage for contractor's equipment that you lease or rent.
 Excess Liability: \$30,000,000 Occurrence / \$30,000,000 Aggregate
 \$1,000,000 Occurrence / \$1,000,000 Aggregate written with SiriusPoint Specialty Insurance Corporation
 Policy #TSX0001662 Policy Term: 9/1/2022-23 NAIC#16820
 \$4,000,000 Occurrence / \$4,000,000 Aggregate Excess of \$1,000,000 written with Vantage Risk Specialty Insurance Company
 Policy #P03XC0000023320 Policy Term: 9/1/2022-23 NAIC#023285
 \$10,000,000 Occurrence / \$10,000,000 Aggregate Excess of \$5,000,000 written with XL Insurance America, Inc.
 Policy #US00086200L122A Policy Term: 9/1/2022-23 NAIC#24854
 \$15,000,000 Occurrence / \$15,000,000 Aggregate Excess of \$15,000,000 written with Starr Indemnity & Liability Company
 Policy #1000586534221 Policy Term: 9/1/2022-23 NAIC#38318
 Project No. 22SEW005 - Water Pollution Control Center Improvements UV Disinfection System Replacement

RESOLUTION

STATE OF LOUISIANA

NO. 8518

CITY OF MONROE

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

A RESOLUTION ACCEPTING THE BASE BID OF THE LEMOINE COMPANY, LLC, IN THE AMOUNT OF \$1,389,000.00 FOR THE WPCC ULTRAVIOLET DISINFECTION SYSTEM REPLACEMENT PROJECT, AND FURTHER AUTHORIZING AN AUTHORIZED CITY REPRESENTATIVE, TO ENTER INTO AND EXECUTE A CONTRACT FOR SAID WORK.

BE IT RESOLVED by the City Council of the City of Monroe, in its legal and regular session convened, that the base bid of The Lemoine Company, LLC, in the amount of \$1,389,000.00 for the WPCC Ultraviolet Disinfection System Replacement project, be and at the same is hereby accepted as the lowest responsible and responsive bid received.

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

BE IT FURTHER RESOLVED that an authorized city representative, be and is authorized and empowered to execute a contract with The Lemoine Company, LLC, on behalf of the City of Monroe for said services.

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

AYES: Harvey, Woods + Marshall

NAYS: none

ABSENT: Ezernack + Dawson

And the Resolution was declared ADOPTED on the 23rd day of May, 2023.

Debra Woods
CHAIRMAN

Carolus S. Riley
CITY CLERK

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING TASK ORDER NO. 8 WITH S.E HUEY CO. TO PROVIDE CE&I FOR THE LA 15 (WINNSBORO ROAD) STREETSCAPING PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe applied for and received additional funds through the Louisiana Department of Transportation & Development’s (LDOTD) Transportation Alternative Program (TAP) for pedestrian infrastructure and ADA compliance improvements along Winnsboro Road;

WHEREAS, the LA 15 (Winnsboro Road) Streetscaping Project will install sidewalks and handicap ramps along LA 15 (Winnsboro Road) from South 2nd Street to Hadley Street;

WHEREAS, in connection with the Project, the City is responsible for obtaining Construction Engineering & Inspection services, including safety oversight, detailed inspections, and quality assurance, for the project to ensure quality, safety, and compliance;

WHEREAS, the City of Monroe desires to retain S.E. Huey Co. to perform these services under the existing Master Services Agreement between S.E. Huey Co. and the City of Monroe (Res. 8010); and

WHEREAS, a copy of Task Order No. 8 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 Mayor Friday Ellis, be and is hereby authorized to enter into and execute Task Order No. 8 under the existing Master Services Agreement between S.E. Huey Co. and the City of Monroe (Res. 8010) for the LA 15 (Winnsboro Road) Streetscaping 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 September 2024.

CHAIRPERSON

CITY CLERK

**Professional Master Services Agreement between S.E. Huey Co. and City of Monroe
approved by Monroe City Council on June 22, 2021, in Resolution 8010**

Task Order No. 8

**LA 15 (Winnsboro Road) Streetscaping – Construction Engineering & Inspection (CE&I)
June 14, 2024**

- A. Project Description:** CITY OF MONROE, hereinafter, referred to as “OWNER” proposes to undertake a project known as the “H.007531 LA 15 (WINNSBORO ROAD) STREETSCAPING PROJECT”. The project, as covered by this contract, shall consist of the installation of new ADA compliant sidewalks and drives and pedestrian lighting along both sides of Winnsboro Road (Hwy 15), from S. 2nd to Hadley Street in Monroe, Louisiana. The estimated construction cost of this project is approximately \$2,000,000.
- B. Scope of Work:** S.E. Huey Co., hereinafter referred to as “CONSULTANT”, proposes to perform the following construction engineering and inspection services, as it relates to the above project, under the direct supervision of the OWNER’s Responsible Charge:
1. Coordinate with the OWNER’S Responsible Charge and DOTD Project Coordinator to schedule and attend the Pre-Construction Meeting. The CONSULTANT will be required to conduct the meeting.
 2. Maintain all construction field records; make daily entries in the project diary to indicate CONSULTANT’S personnel and Contractor’s personnel present on the job site daily, the Contractor’s personnel and equipment being utilized on the project, the work being accepted, the acceptability of traffic control and the charging of contract time. This will be done in LaDOTD’s Site Manager System.
 3. Coordinate with the OWNER’s Responsible Charge for all relocation or adjustments of utility facilities for the construction work site.
 4. Provide all necessary personnel and equipment to perform the required field-testing for quality assurance in accordance with the latest issue of LaDOTD’s Sampling and Testing Manual.
 5. Submit all sampled materials to be tested by an approved Testing Laboratory, in accordance with LaDOTD Sampling and Testing Manual.
 6. Inspect the Contractor’s construction operations (daily) to ensure that all work is performed in accordance with the project plans and specifications. CONSULTANT’S inspector shall be on site whenever the contractor is working.
 7. Keep clear and concise records of the contractual operations, prepare monthly pay estimates, and make monthly progress reports in conformance with LaDOTD’s requirements and in Site Manager. Inspection of construction will not include shop and mill inspections and their approval.
 8. Prepare final estimate packages, including Form 2059 – “Summary of Test Results” in conformance with the LaDOTD requirements.
 9. Review and approve all form work drawings and distribute as appropriate.
 10. All construction activities shall be coordinated between the CONSULTANT, the OWNER, the LaDOTD Project Coordinator and FHWA. All work standards, methods of reporting, and documentation of pay quantities shall be in accordance with the policies and

procedures of LaDOTD. All partial and final construction estimates, and other information, must be submitted on forms approved by LaDOTD.

11. The CONSULTANT shall provide all documentation, as prescribed by LaDOTD, in LaDOTD's construction software, Site Manager. CONSULTANT will provide computer hardware, i.e., computers, printers, internet connections, etc. deemed necessary to efficiently conduct the inspection services.
12. CONSULTANT will be available for conferences, visits to jobsites, and/or inspections by the Entity Responsible Charge, LaDOTD or FHWA authorized representatives.
13. CONSULTANT shall submit "As-Built" plans with the final estimate package. "As-Built" plans shall reflect all changes made from the original plans. All changes to the plans are to be made using a 746-1/2 Tuscan red pencil.
14. When it is stipulated by the Project Specifications that approval by LaDOTD is required for material, equipment, and/or construction procedures, DOTD policies for obtaining such approval shall be followed.
15. All construction inspection personnel utilized by the CONSULTANT must meet and retain qualifications and certifications required by LaDOTD.
16. CONSULTANT shall perform any necessary spot checks for verification of contractor's construction layout. All surveying shall be in accordance with the requirements of LAPELS.
17. Any proposed changes in plans or in the nature of the work shall be pre-approved in writing by OWNER and LaDOTD, prior to the performance of the stipulated work.
18. Plan changes (also called Change Orders) throughout the life of the project shall be written by CONSULTANT and approved through LaDOTD's process.
19. CONSULTANT shall monitor and document all construction claims and provide recommendations on disposition of claims.
20. CONSULTANT shall manage the Request for Information (RFI) process as defined on the LaDOTD internet site, <http://www.dotd.la.gov/construction/rfi/>.
21. CONSULTANT shall coordinate and/or perform the inspection of the fabrication of pre-cast materials with DOTD and the owner.
22. CONSULTANT'S inspector shall be responsible for performing and documenting inspections of erosion control devices, and reporting deficiencies to the contractor for correction.
23. CONSULTANT'S inspector shall be responsible for performing and documenting inspections of work zone traffic control plans and devices, and reporting deficiencies to the contractor for correction.
24. Meet with the LaDOTD Statewide Sign Inspector to review the construction signing for compliance with the MUTCD and Traffic Control Standards. Documentation of corrections made by the contractor will be input into Site Manager by the CONSULTANT'S Project Engineer.
25. CONSULTANT shall conduct all of their business in the best interest of the OWNER, LaDOTD and its client.

Exclusions: Testing services are excluded from this task order. Those services will be provided at rates from OWNER approved testing laboratory.

C. Contract Time: The services to be performed under this contract shall commence with the execution of this contract and shall be in effect until the submittal of the final estimate package. The delivery schedule for all project deliverables shall be established by the OWNER and LaDOTD.

D. Compensation: Items 1 – 25 in the scope of work described above will be performed on a lump-sum basis in the amount of \$210,000.00.

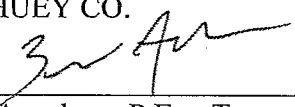
Extra-service work beyond the scope of work will be billed at Hourly Rates defined in the PROFESSIONAL MASTER SERVICES AGREEMENT identified above.

E. Payment Schedule: The abovementioned fees shall be invoices based on percentage progression of the scope of work not more frequently than once per month. Services to be billed hourly will be itemized on each monthly invoice.

An invoice will be rendered monthly and shall be due and payable within 30 days following the date rendered.

F. Approval of this Task Order constitutes notice to proceed unless noted otherwise:

S.E. HUEY CO.



Brad Anzalone, P.E. – Treasurer

CITY OF MONROE

Stacy Rowell – Director of Administration

Date: 7/8/2024

Date: _____

INDEX TO SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET & LAYOUT MAP
2 - 26	TYPICAL SECTIONS & DETAILS
3 - 26	SUMMARY OF ESTIMATED QUANTITIES
4	SITE LAYOUT & MISC. NOTES
5 - 9	PLAN SHEETS
10 - 14	ELECTRICAL PLAN SHEETS
15 - 19	ELECTRICAL DETAILS

STANDARD PLANS

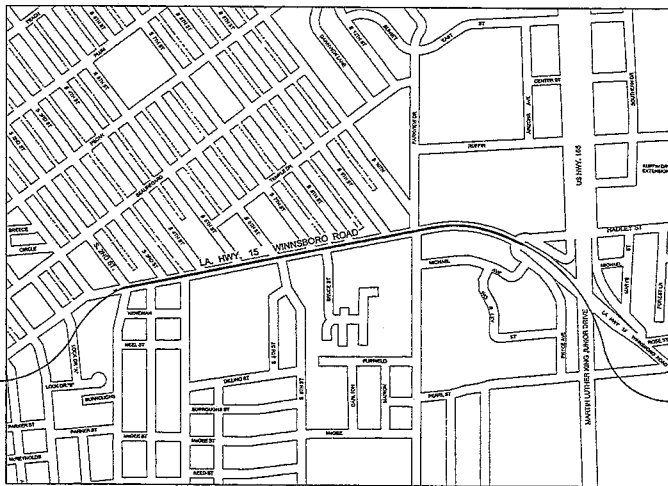
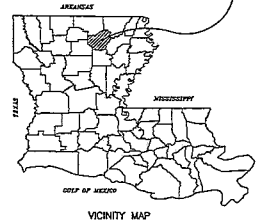
SHEET NO.	DESCRIPTION	REVISION	DATE
200-202	CP-01 (3 SHEETS)	10-13-2021	
203-205	DN-01 (3 SHEETS)	06-04-2022	
206-207	ED-01 (2 SHEETS)	10-01-2008	
208-212	PEB-01 (5 SHEETS)	07-21-2022	
215-216	TTC-00 (A-D)	07-02-2018	
217	TTC-01	07-02-2018	
218	TTC-02	07-02-2018	
219	TTC-03	07-02-2018	
220	PM-01	11-03-2011	
221	PM-02	02-29-2019	

TOTAL NO. OF SHEETS 45

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION & DEVELOPMENT
PLANS OF PROPOSED
TRANSPORTATION ALTERNATIVES PROJECT

STATE PROJECT NO. H.007531
FEDERAL AID PROJECT NO. H007531
LA 15 (WINNSBORO ROAD) STREETSCAPING
LA 15
OUACHITA PARISH

SP H.007531



LAYOUT MAP
SCALE: 1"=500'

PLANS PREPARED BY AND RECOMMENDED FOR APPROVAL:

S. E. Truhy
S. E. TRUHY CO.
DATE: 3/28/2024

APPROVED:

Clayton H. ...
CITY OF MONROE
DATE: 04/10/2024

ACCEPTED FOR LETTING:

[Signature]
D.O.T.D. CHIEF ENGINEER
DATE: 5/1/2024



SCHEDULE OF REVISIONS

DATE	REVISION	DATE	RECOMMENDED	DATE	APPROVED

TYPE OF CONSTRUCTION:
CONCRETE SIDEWALKS, SIDEWALK LIGHTING AND RELATED WORK

NOTE:
THE 2016 EDITION OF THE LOUISIANA DOTD STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES, AS AMENDED BY THE PROJECT SPECIFICATIONS, SHALL GOVERN ON THIS PROJECT.

LENGTH AND LOCATION OF WORK

CONTROL SECTION	STATION		LOCAL		ALGEBRAIC SUM OF ALL ELEVATIONS	GROSS LENGTH	EXCEPTION	BRIDGE LENGTH		SIDEWALK LENGTH	
	BEGIN	END	BEGIN	END				FEET	FEET	FEET	FEET
028-10	0+00	45+00	8.174	8.322	4,500					4,500.00	0.832
TOTAL LENGTH OF BRIDGES											
TOTAL LENGTH OF SIDEWALK										4500.00	0.832
TOTAL MILES											0.832

PARISH: OUACHITA
SECTION: 028-10
DATE: 3/28/2024
PROJECT: LA 15 (WINNSBORO ROAD) STREETSCAPING

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION & DEVELOPMENT

LA 15 (WINNSBORO ROAD) STREETSCAPING

TITLE SHEET & LAYOUT MAP

1



ENGINEERING

Memorandum

Date: August 28, 2024
From: C. Morgan McCallister, P.E. *C. Morgan McCallister*
To: City of Monroe Council Members
Subject: H.007531 - LA 15 Winnsboro Road Streetscaping Project

Project Description:

This project involves installation of sidewalks and handicap ramps along LA 15 (Winnsboro Road) from South 2nd Street to Hadley Street. These sidewalks and ramps will achieve ADA compliance on both sides of Winnsboro Road. Pedestrian lighting will be installed along these new sidewalks. Approximately 150 new pedestrian light poles and assemblies will be installed.

Council District(s) w/ Coordinates:

Districts 4 & 5
(32.48276233039665, -92.09938324329529 to 32.484192922121736, -92.08531747008561)

Construction Cost Estimate:

\$2,030,262.00 (September 2023)

DBE Participation:

10% (set by LDOTD)

Funding:

Transportation Alternative Program (TAP) @ 80% = \$1,624,209.60
Capital Infrastructure Program (CIP) @ 20% = \$406,052.40

Bid Amount:

\$1,970,546.67 (June 18, 2024)

Contract time:

210 working days

Liquidated Damages:

"Stipulated Damages" per LDOTD 2016 Specs; Sect. 108.08-Table 108-1 = \$1,000/day (plus ADT charge if applicable)

If anyone would like to discuss this project in more detail... Please let me know at your earliest convenience. We can schedule a call or a meeting via the Engineering Office, Project Location, or Teams.

C. Morgan McCallister, PE – City Engineer
(318) 376-8028 | morgan.mccallister@ci.monroe.la.us

Fantashia Shaffer – Administrative Assistant to City Engineer
(318) 329-2210 | fantashia.shaffer@ci.monroe.la.us

ORDINANCE

**STATE OF LOUISIANA
CITY OF MONROE**

NO. _____

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

AN ORDINANCE REPEALING ORDINANCE NO. 12,225 (PURCHASING AND BIDDING PROCEDURES) AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Monroe City Council adopted Ordinance No. 12,225 on June 25, 2024, which established purchasing and bidding procedures for the City of Monroe; and

WHEREAS, the Monroe City Council desires to repeal Ordinance No. 12,225 in its entirety.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Monroe, in legal session convened, that Ordinance No. 12,225, which established purchasing and bidding procedures for the City of Monroe, is hereby repealed.

This Ordinance was introduced on September ____, 2024.

Notice published on September ____, 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 September ____, 2024.

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

**STATE OF LOUISIANA
CITY OF MONROE**

NO. _____

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

AN ORDINANCE REPEALING ORDINANCE NO. 12,220 (SPECIAL TAX ELECTION) AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Monroe City Council adopted Ordinance No. 12,220 on June 11, 2024, which ordered and called for a special election within the City of Monroe to authorize the rededication, levy, and collection of a special tax therein, authorized application to the Louisiana State Bond Commission, and provided for other matters in connection therewith; and

WHEREAS, the Monroe City Council desires to repeal Ordinance No. 12,220 in its entirety.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Monroe, in legal session convened, that Ordinance No. 12,220, which ordered and called for a special election within the City of Monroe to authorize the rededication, levy, and collection of a special tax therein, authorized application to the Louisiana State Bond Commission, and provided for other matters in connection therewith, is hereby repealed.

This Ordinance was introduced on September ____, 2024.

Notice published on September ____, 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 September ____, 2024.

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

**STATE OF LOUISIANA
CITY OF MONROE**

NO. _____

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

AN ORDINANCE AMENDING SECTION 36-23 OF THE CITY OF MONROE CODE AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Ordinance No. 11,838 (March 27, 2018) amended Section 36-23 of the City of Monroe Code to establish new water rates for consumers and to provide that the water rates automatically be adjusted upward, annually, by the Consumer Price Index, subject to a 4% cap on yearly increases;

WHEREAS, the City Council desires to amend Section 36-23 to establish current water rates, to repeal and replace automatic, annual adjustments with an annual review process that ensures water rate adjustments are based on the performance of the water system.

NOW THEREFORE, by the City Council of the City of Monroe, in legal session convened, that Section 36-23 of the Code of Ordinances of Monroe, Louisiana, is hereby amended to read as follows:

Sec. 36-23. Water Rates

(a) Water rate for consumers shall be:

(1) For consumers inside the City limits:

0-1,000,000 gallons (per 1,000 gallons)	\$4.82
> 1,000,000 gallons (per 1,000 gallons)	\$4.33

(2) For consumers outside the City limits:

0-1,000,000 gallons (per 1,000 gallons)	150% of the respective rates inside the City limits
> 1,000,000 gallons (per 1,000 gallons)	

(3) For consumers qualifying for lifeline rates:

0-1,000,000 gallons (per 1,000 gallons)	85% of the respective rate of inside the city limits
> 1,000,000 gallons (per 1,000 gallons)	

(4) Water rates shall be reviewed and adjusted annually, as necessary, based on the financial condition of the water system, including its assets and liabilities, and any debt obligations or covenants secured by the water system or its operations.

(b) The minimum monthly bill amount for all consumers shall be based on the following gallonages:

5/8" meter or less	4,000 gallons
1" meter	5,000 gallons
1½" meter	8,000 gallons
2" meter	12,000 gallons
3" meter	32,000 gallons
4" meter	60,000 gallons
6" meter	120,000 gallons
8" meter	240,000 gallons
Over 8" meter	480,000 gallons

(c) The lifeline utility rate may be extended to consumers who are eligible under the following conditions and criteria:

- (1) Only one (1) application per individual is allowed for the lifeline utility water rate.
- (2) The utility water account shall be in the name of the individual owner or renter residing in the residence certifying eligibility for the lifeline utility water rate.
- (3) Only one (1) single family residential utility water meter account shall receive the lifeline utility water rate for each applicant and for each property served.
- (4) Allowed water usage per month for metered account receiving lifeline utility water rate will be up to a maximum of five thousand (5,000) gallons. All usage over five thousand (5,000) gallons will be charged at the current non-lifeline utility water rate.
- (5) The individual shall be or exceed sixty-two (62) years of age at the time of filing or be permanently disabled under guidelines established by the Social Security Administration or Veteran's Administration.
- (6) In addition to age and/or disability requirement stated above, the individual applicant must meet the income limits set annually by the federal Department of Housing and Urban Development ("HUD") concerning eligibility for HUD-assisted housing programs, Section 8.
- (7) Individuals must apply in person for the lifeline utility water rate at Customer Service, Tax and Revenue Division, Department of Administration. The application must be notarized, have attached copies of Social Security Administration or Veteran's Administration documented-disabilities, financial documents for HUD eligibility, and a copy of driver's licenses or birth certificate.
- (8) Determination of eligibility and renewal shall be made by the director of administration, or his/her designee.
- (9) The application is valid for one (1) calendar year beginning January 1 and ending December 31. All applications are required to be renewed annually and in person prior to January 1st of next year. All lifeline rate applications not renewed by January 15th of the application year will be terminated and revert back to the normal utility water rate.
- (10) Any account holder that is delinquent or has caused the city to write off debts owed by the account holder is not eligible for the lifeline utility water rate.
- (11) Any account that becomes delinquent for more than sixty (60) days will be ruled ineligible for the lifeline utility water rate for the rest of the current year.
- (12) Any abuse or fraud of the lifeline utility water rate will be considered theft of city services and may be prosecuted accordingly.

(d) Annual report and implementation of new rates.

- (1) An annual report must be submitted by the Mayor, or his designee, to the City Council no later than December 31 of each year, containing the following information:
 - i. A statement of the financial condition of the water system, including its assets and liabilities, and any debt obligations or covenants secured by the water system or its operations; and

- ii. The proposed water rate to be implemented, including a certification of the necessity of any proposed increase; and
- (2) Any proposed rate increase shall not exceed 4% of the prior year's rate unless justified by exceptional circumstances or otherwise required by law or ordinance.
- (3) The City Council shall finally vote on the proposed rate within thirty (30) days after receiving the report, and if Council fails to do so, the proposed rate shall be approved and become effective.

This Ordinance was introduced on September _____, 2024.

Notice published on September _____, 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 September _____, 2024.

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

**STATE OF LOUISIANA
CITY OF MONROE**

NO. _____

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

AN ORDINANCE DECLARING CERTAIN PROPERTY IN THE MONROE AIR INDUSTRIAL PARK NO LONGER NECESSARY FOR PUBLIC USE AND AUTHORIZING SAID PROPERTY TO BE SOLD AT PRIVATE SALE TO OCSHNER LSU HEALTH SYSTEM OF NORTH LOUISIANA AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, by Cash Deed dated July 5, 2018 (REG. 1757697; CB 2552, P 400) and Act of Correction dated July 10, 2018 (REG. 1757954; CB 2552, P 709), the City of Monroe sold a 4.30-acre tract of land to Banks Construction Family Limited Partnership in the Monroe Air Industrial Park;

WHEREAS, by Cash Deed dated February 14, 2024 (Inst. No. 1890972), the City of Monroe repurchased the property for \$93,583.70 under its right of first refusal (Ord. No. 12,209);

WHEREAS, Ochsner LSU Health System of North Louisiana (“Ochsner”) has requested that the City of Monroe sell to the 4.30-acre tract to it for future development;

WHEREAS, Ochsner has agreed to purchase the property for the sum of \$105,000.00, and the City Council deems said proposal to be in the best interest of the City of Monroe; and

WHEREAS, to facilitate the purchase of the property, the City Council desires to waive the requirements to provide a preliminary proposal (Sec. 22-32) and for the recommendation of the Monroe Air-Industrial Park advisory board prior to the sale, provided however, that such proposals and approvals shall be obtained prior to any development of the property and all other provisions of the Monroe Air-Industrial Park Development Ordinance, to the extent applicable, are followed.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that:

Section 1. The City Council does hereby declare the following 4.30-acre tract of land located in Monroe Air Industrial Park in the City of Monroe, Louisiana as no longer necessary for public use:

**LEGAL DESCRIPTION OF 4.30 ACRE TRACT
ADJOINING RAILROAD SPUR ON EAST SIDE OF DELTA DRIVE**

A tract of land in the Monroe Industrial Park, Monroe, Ouachita Parish, Louisiana, as per plat recorded in Plat Book 15 at Page 113 in the parish records, this tract being more particularly described as follows, to-wit:

BEGINNING at a 1/2 inch iron bar set marking the southeast corner of the intersection of Delta Drive (80 feet wide) and the Kansas City Southern Railroad spur (30 feet wide), thence along the curving south line of said railroad spur 308.49 feet (chord bearing N82°21'22"E 307.60 feet) to a 1/2 inch iron bar set; thence S5°07'14"W 650.83 feet to a 1/2 inch iron bar set; thence N84°52'46"W 300.00 feet to a 1/2 inch iron bar set on the east line of Delta Drive; thence along Delta Drive, N5°07'14"E 582.87 feet to the POINT OF BEGINNING; containing 4.30 acres of land, and being subject to any rights or servitudes of record or of use.

Section 2. On behalf of the City of Monroe, Louisiana, Mayor Friday Ellis is hereby authorized and empowered to sell, for cash, at private sale, to Ochsner LSU Health System of North Louisiana a 4.30 acre tract of land under the terms, conditions and for the consideration set forth in that certain Cash Deed, which attached hereto and made part hereof.

Section 3. Mayor Friday Ellis is hereby authorized and empowered to execute the said Cash Deed for and on behalf of the City of Monroe, Louisiana.

Section 4. The City of Monroe shall comply with any applicable federal and state laws or regulations governing the dispensation of such property and any applicable covenants and restrictions contained in the September 8, 1949, Deed between the City of Monroe and the United State of America conveying said property to the City of Monroe.

Section 5. 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.

Section 6. The requirements to provide a preliminary proposal (Sec. 22-32) and for the recommendation of the Monroe Air-Industrial Park advisory board prior to the sale are hereby waived, provided however, that such proposals and approvals shall be obtained prior to any development of the property and all other provisions of the Monroe Air-Industrial Park Development Ordinance, to the extent applicable, are followed.

This Ordinance was introduced on the _____ day of August, 2024.

Notice published on the _____ day of _____, 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 September, 2024.

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

STATE OF LOUISIANA
PARISH OF OUACHITA

CASH SALE DEED

BE IT KNOWN, that on the date shown below, before us, the undersigned Notaries Public, duly commissioned and qualified, and in the presence of the undersigned witnesses, personally came and appeared:

THE CITY OF MONROE, LOUISIANA, a Louisiana political subdivision operating under home rule charter in Ouachita Parish, Louisiana, with the permanent mailing address of City of Monroe, Louisiana, 400 Lea Joyner Mem. Expy., Monroe, LA 71201, represented herein by its Mayor, Friday Ellis, duly authorized to act herein by virtue of Ordinance No. _____, adopted by the Monroe City Council on September ____, 2024, a copy of which is annexed hereto, referred to herein as “VENDOR”;

who declared and acknowledged that for the price and consideration hereinafter mentioned, VENDOR does by these presents sell, transfer, convey and deliver, with warranty of title limited to acts by, through or under VENDOR, but with complete transfer and subrogation of all rights and actions in warranty against all former proprietors of the property herein conveyed unto:

OCHSNER LSU HEALTH SYSTEM OF NORTH LOUISIANA, a Louisiana non-profit corporation, whose permanent mailing address is 1541 Kings Highway, Shreveport, Louisiana 71103, being represented herein by Corwin Harper, its Chief Executive Officer, duly authorized by the Resolution of the Board of Directors, which Resolution is attached hereto; referred to herein as “VENDEE”;

the immovable property more particularly described on the attached Exhibit A, together with all buildings and improvements thereon (herein referred to collectively as the “Property”).

TO HAVE AND TO HOLD the said above-described property unto the said VENDEE, VENDEE’S heirs and assigns forever.

The price and consideration for which this sale is made is the sum of ONE HUNDRED FIVE THOUSAND DOLLARS (\$105,000.00), cash in hand paid, the receipt of which is hereby acknowledged for which acquittance is herein granted.

VENDEE takes cognizance of 2024 taxes and agrees to pay same. Taxes for the current year are pro-rated to the date of sale. Future tax notices should be sent to:

Ochsner LSU Health System of North Louisiana
1541 Kings Highway
Shreveport, Louisiana 71103

THE PROPERTY IS SOLD BY VENDOR AND ACCEPTED BY VENDEE IN ITS
“AS IS” AND “WHERE IS” CONDITION.

The Certificate of Mortgage and evidence of the payment of taxes are hereby waived by the parties.

This Conveyance is subject to the following:

- (1) In the event the VENDEE herein or any future owner of the property conveyed herein shall receive a bona fide offer from a third party to purchase the property conveyed herein or any part thereof, and such offer of purchase shall be satisfactory to the VENDEE herein or future owner, or in the event VENDEE herein or future owner should make an offer to sell to a third party the property conveyed herein or any part thereof, VENDEE herein or future owner agrees to grant unto the VENDOR herein the right to purchase the property conveyed herein or any part thereof at the price and on the terms of the offer so made; said privilege to be given by notice in writing from the VENDEE herein or future owner sent to the VENDOR requiring the VENDOR to accept in writing and sign a suitable form of agreement to purchase within a period of fifteen (15) working days after mailing of such notice; and upon the exercise of said option of VENDOR, the purchase of such property as has been offered shall be closed, with the delivery of a customary Louisiana Act of Cash Sale, conveying a merchantable title to the property and the payment of the consideration therefor by VENDOR, within the greater of forty-five (45) days or such mutually agreeable time after the exercise of said option by VENDOR. If the VENDOR herein does not accept such offer or execute such tendered contract within the respective periods, then VENDOR's right herein shall thereupon be null and void, and the VENDEE herein or future owner shall be at liberty to sell the premises to the person making the initial bona fide offer to purchase as aforesaid.
- (2) The City of Monroe, Louisiana reserves unto itself, its successors and assigns for the use and benefit of the public, its right of flight for the passage of aircraft in the airspace above the surface of the real property herein described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the Monroe Regional Airport.
- (3) The City of Monroe, Louisiana, reserves to itself, its successors and assigns, for the use and benefit of the public, a continuing right and easement over the land conveyed to take any action it deems necessary to prevent the construction, erection, alteration or growth of any structure, tree or other object in the vicinity of the runways at Monroe Regional Airport which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Subpart C of Part 77 of the Federal Aviation Regulations, as enacted, amended, or redesignated.
- (4) VENDEE expressly agrees for itself, its successors, and assigns to prevent any use of the real property described herein which would interfere with landing or taking off of aircraft at the Monroe Regional Airport, or which would otherwise constitute and airport hazard.
- (5) In the event the VENDEE does not make use of the property for the purposes presented to the VENDOR or changes the use without obtaining permission from the VENDOR, then VENDEE shall be required to sell the property back to the City of Monroe on the terms proscribed in City of Monroe Code, Section 22-33, or in the absence of a preliminary plan for development or approved change in use, VENDEE shall sell the property back to VENDOR for an amount equal to seventy- five (75%) percent of the original purchase price.

(6) Unless otherwise required by contract, regulation, or law, VENDEE agrees to comply with the provisions of Ordinance Nos. 9685, 12,123 and 12,135 of the City of Monroe, La., which are codified at City of Monroe Code, Chapter 22, entitled "Monroe Air-Industrial Park Development Ordinance," as enacted, amended, or redesignated.

THUS DONE AND PASSED on the _____ day of _____, 2024, in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary, after due reading of the whole.

WITNESSES:

THE CITY OF MONROE, LOUISIANA

By: _____
Friday Ellis, Mayor

Notary Public

THUS DONE AND PASSED on the _____ day of _____, 2024, in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary, after due reading of the whole.

WITNESSES

OCHSNER LSU HEALTH SYSTEM OF
NORTH LOUISIANA, a non-profit
corporation

By: _____
Corwin Harper, its Chief
Executive Officer

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF 4.30 ACRE TRACT
ADJOINING RAILROAD SPUR ON EAST SIDE OF DELTA DRIVE

A tract of land in the Monroe Industrial Park, Monroe, Ouachita Parish, Louisiana, as per plat recorded in Plat Book 15 at Page 113 in the parish records, this tract being more particularly described as follows, to-wit:

BEGINNING at a 1/2 inch iron bar set marking the southeast corner of the intersection of Delta Drive (80 feet wide) and the Kansas City Southern Railroad spur (30 feet wide), thence along the curving south line of said railroad spur 308.49 feet (chord bearing N82°21'22"E 307.60 feet) to a 1/2 inch iron bar set; thence S5°07'14"W 650.83 feet to a 1/2 inch iron bar set; thence N84°52'46"W 300.00 feet to a 1/2 inch iron bar set on the east line of Delta Drive; thence along Delta Drive, N5°07'14"E 582.87 feet to the POINT OF BEGINNING; containing 4.30 acres of land, and being subject to any rights or servitudes of record or of use.

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

AN ORDINANCE REPEALING ORDINANCE NO, 12,192, WHICH PURPORTED AMENDED THE MONROE CITY CHARTER WITHOUT VOTER APPROVAL, AND TO RESTORE THE CHARTER TO ITS PRIOR STATE

WHEREAS, Ordinance No. 12,192 was adopted by the City Council of Monroe, Louisiana, to approve an administrative reorganization and amend the City Charter; and

WHEREAS, the Monroe City Charter requires that any amendment to the charter must be approved by the electorate in a public vote, as outlined in Section 7-04 of the Charter; and

WHEREAS, Ordinance No. 12,192 did not undergo the required public vote for amending the charter, thereby rendering the amendment process incomplete and non-compliant with the Charter's provisions; and

WHEREAS, it is necessary to repeal Ordinance No. 12,192 to maintain the integrity of the Monroe City Charter and ensure compliance with legal requirements;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that:

Section 1. Repeal of Ordinance No. 12,192. Ordinance No. 12,192, which purportedly amended the Monroe City Charter without following the proper legal process, is hereby repealed in its entirety.

Section 2. Restoration of Charter Provisions. The Monroe City Charter is hereby restored to its state prior to the adoption of Ordinance No. 12,192, with all sections, including Sections 4-07 and 4-08, reverting to their original language and intent as previously enacted.

Section 3. Severability. If any provision of this ordinance is held to be invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid provisions or applications, and to this end, the provisions of this ordinance are hereby declared severable.

Section 4. Effective Date. This ordinance shall become effective upon adoption and publication as required by law.

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

Notice published on the _____ day of _____, 2024.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

AN ORDINANCE AUTHORIZING THE CITY OF MONROE TO TAKE CORPOREAL POSSESSION OF AND SELL TO KAREN M. JEFFERSON, ALL RIGHTS, TITLE, AND INTEREST THAT THE CITY MAY HAVE ACQUIRED TO THE LOT IN LOT 1, SQ. 2, RESUB SQ. 18, TERMINAL HEIGHTS ADDITION, OUACHITA PARISH, NO SITUS – REED ST., DISTRICT 4, MONROE, LA, BY ADJUDICATION AT TAX SALE DATED JUNE 4, 2018, AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS the property described as

**Lot in Lot 1, Sq. 2, Resub. Square 18, Terminal Heights Addition
(No Situs) Reed St.
Ouachita Parish, Monroe, Louisiana
District 4
Parcel #30355**

was adjudicated to the City of Monroe, Louisiana for non-payment of 2017 Ad Valorem Taxes by Adjudication Deed dated and filed June 4, 2018, in Conveyance Book 2549 at page 296 of the Records of Ouachita Parish, Louisiana;

WHEREAS, the 2017 Ad Valorem Taxes forming the basis for the described adjudication were validly assessed by the City of Monroe against Herbet Lee Allen;

WHEREAS, the City of Monroe has made efforts to contact Herbert Lee Allen by registered mail and notification published in the News Star with no response;

WHEREAS, Karen M. Jefferson wishes to purchase said property from the City of Monroe;

WHEREAS, pursuant to the provisions of La. R.S. 47:2238.1 *et seq.*, property adjudicated to the City of Monroe for more than five (5) years may be sold to a specific named individual who has paid all taxes and other costs associated with the transfer of the property by the City of Monroe to the named individual;

WHEREAS, Karen M. Jefferson has paid One Thousand Three Hundred Twelve and 56/100 Dollars (\$1,312.56), which includes Six Hundred Fifty and 56/100 (\$650.56) in City and Parish taxes, the remainder being legal fees for the City of Monroe and the Parish of Ouachita, advertising costs, mailing cost, and filing and recordation of all documents necessary to accomplish the acquisition of the property and then transfer from the City to the new owner.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the hereinafter described property is no longer needed for public purposes; the City of Monroe has made efforts to contact Herbert Lee Allen by registered mail and publication in the News Star with no response; and the City of Monroe desires to sell to Karen M. Jefferson the property described as follows:

**Lot in Lot 1, Sq. 2, Resub. Square 18, Terminal Heights Addition
(No Situs) Reed St.
Ouachita Parish, Monroe, Louisiana
District 4
Parcel #30355**

BE IT FURTHER ORDAINED that a designated City representative is authorized to execute all documents necessary to effectuate said sale.

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

Notice published on the _____ day of August, 2024.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA

CITY OF MONROE

NO. _____

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

AN ORDINANCE AUTHORIZING THE CITY OF MONROE TO TAKE CORPOREAL POSSESSION AND SELL TO KEVIN LEE, ALL RIGHTS, TITLE, AND INTEREST THAT THE CITY MAY HAVE ACQUIRED TO THE LOT 6, SQUARE 19, ALEXANDER'S ADDITION, OUACHITA PARISH, 3910 LEE, DISTRICT 4, MONROE, LA, BY ADJUDICATION AT TAX SALE DATED JUNE 4, 2018, AND FURTHER WITH RESPECT THERETO.

WHEREAS, the property described as

**South 35', Lot 1, Square 90, Lee Avenue Addition
3001 1/2 Lee Ave.
Ouachita Parish, Monroe, Louisiana
District 4
Parcel #28889**

was adjudicated to the City of Monroe, Louisiana for non-payment of 2018 Ad Valorem Taxes by Adjudication Deed dated and filed June 4, 2018, in Conveyance Book 2584 at page 746 of the Records of Ouachita Parish, Louisiana;

WHEREAS, the 2018 Ad Valorem Taxes forming the basis for the described adjudication were validly assessed by the City of Monroe against Julie Carmen Neal;

WHEREAS, the City of Monroe has made efforts to contact Julie Carmen Neal by registered mail and notification published in the News Star with no response;

WHEREAS Kevin Lee wishes to purchase said property from the City of Monroe;

WHEREAS, pursuant to the provisions of La. R.S. 47:2238.1 *et seq.*, property adjudicated to the City of Monroe for more than five (5) years may be sold to a specific named individual who has paid all taxes and other costs associated with the transfer of the property by the City of Monroe to the named individual;

WHEREAS, Kevin Lee has paid One Thousand Three Hundred Thirty-six and 61/100 Dollars (\$1,336.61), which includes Six Hundred Seventy-four and 61/100 (\$674.61) in City and Parish taxes, the remainder being legal fees for the City of Monroe and the Parish of Ouachita, advertising costs, mailing cost, and filing and recordation of all documents necessary to accomplish the acquisition of the property and then transfer from the City to the new owner.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the hereinafter described property is no longer needed for public purposes; the City of Monroe has made efforts to contact Herbert Lee Allen by registered mail and publication in the News Star with no response; and the City of Monroe desires to sell to Karen M. Jefferson the property described as follows:

**South 35', Lot 1, Square 90, Lee Avenue Addition
3001 1/2 Lee Ave.
Ouachita Parish, Monroe, Louisiana
District 4
Parcel #28889**

BE IT FURTHER ORDAINED that a designated City representative is authorized to execute all documents necessary to effectuate said sale.

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

Notice published on the _____ day of August, 2024.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

AN ORDINANCE AMENDING AND RE-ENACTING CHAPTER 13 OF THE MONROE CITY CODE, ENTITLED DRAINAGE AND FLOOD CONTROL, AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe is a participant in the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program;

WHEREAS, the City enacted Chapter 13 of the City of Monroe Code, which outlines regulations related to drainage and flood control; and

WHEREAS, the City has determined that certain regulations within Chapter 13 no longer meet minimum requirements for participation in FEMA's National Flood Insurance Program and should, therefore, be updated to ensure continued compliance and to align the City of Monroe Code with state and federal regulations related to flood control.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that that Chapter 13 of the City of Monroe Code, entitled Drainage and Flood Control, is hereby amended in its entirety and re-enacted as follows:

**CHAPTER 13
DRAINAGE AND FLOOD CONTROL**

Art. I In General, Secs. 13-1 – 13-20

Art. II Flood Hazard Areas, Secs. 13-21 – 13-60

Div. 1. Generally, Secs. 13-21 – 13-40

Div. 2 Administration and Enforcement, Secs. 13-41 – 13-55

Div. 3 Provisions for Flood Hazard Reduction, Secs. 13-56 – 13-62

ARTICLE I. IN GENERAL

Secs. 13-1—13-20. Reserved.

ARTICLE II. FLOOD HAZARD AREAS

DIVISION 1. GENERALLY

Sec. 13-21. Statutory Authority

Under Louisiana Revised Statute 38:84, the City of Monroe has the power and authority to adopt ordinances, rules, and regulations, including zoning and land use regulations, necessary to comply with the National Flood Insurance Act of 1968 and the regulations adopted pursuant thereto by the Federal Emergency Management Agency.

Sec. 13-22. Findings of fact.

The City of Monroe makes the following findings of fact:

- (1) The flood hazard areas of the city are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which

adversely affect the public health, safety and general welfare.

- (2) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

Sec. 13-23. Statement of purpose.

The purpose of this article is to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (a) Protect human life and health;
- (b) Minimize expenditure of public money for costly flood control projects;
- (c) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (d) Minimize prolonged business interruptions;
- (e) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (f) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and
- (g) Ensure that potential buyers are notified that property is in a flood area.

Sec. 13-24. Methods of reducing flood losses.

In order to accomplish its purposes, this article uses the following methods:

- (a) Restricting or prohibiting uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;
- (b) Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (c) Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters;
- (d) Controlling filling, grading, dredging and other development which may increase flood damage;
- (e) Preventing or regulating the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

Sec. 13-25. Definitions.

Unless specifically defined below, words or phrases used in this article shall be interpreted to give them the meaning they have in common usage and to give this article its most reasonable application.

Accessory structures mean structures that are on the same parcel of property as a principal structure, the use of which is incidental to the use of the principal structure. Accessory structures must be used for parking or storage, be small and represent a minimal investment by owners, and have low damage potential. Accessory structure size limits based on flood zone, no larger than 600 square feet in flood zones identified as A zones (A, AE, A1-30, AH, AO, A99, and AR) and not larger than 100 square feet in flood zones identified as V zones (V, VE, V1 30, and VO). Examples of small accessory structures include, but are not limited to, detached garages, storage and tool

sheds, and small boathouses.

Agricultural structures mean structures that are used exclusively for agricultural purposes or uses in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock.

Alluvial fan flooding means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

Apex means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

Area of shallow flooding means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's flood insurance rate map (FIRM) with a one per cent chance or greater annual chance of flooding to an average depth of one to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard is the land in the floodplain within a community subject to a one per cent or greater chance of flooding in any given year. The area may be designated as Zone A on the flood hazard boundary map (FHBM). After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, or V1-30, VE, or V. For purposes of these regulations, the term "special flood hazard area" is synonymous in meaning with the phrase "area of special floor hazard."

Base flood means the flood having a one per cent chance of being equaled or exceeded in any given year.

Base flood elevation means the elevation shown on the Flood Insurance Rate Map (FIRM) and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a 1% chance of equaling or exceeding that level in any given year – also called the Base Flood.

Basement means any area of the building having its floor subgrade (belowground level) on all sides.

Critical feature means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Development means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Elevated building means a nonbasement building (i) built, in the case of a building in Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, to have the top of the elevated floor, or in the case of a building in Zones V1-30, VE, or V, to have the bottom of the lowest horizontal structure member of the elevated floor elevated above the ground level by means of pilings, columns (post and piers), or shear walls parallel to the floor of the water and (ii) adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwaters. In the case of Zones V1-30, VE, or V, "elevated building" also includes a building otherwise meeting the definition of "elevated building," even though the lower area is enclosed by means of breakaway walls if the breakaway walls met the standards of Section 60.3 (e) (5) of the National Flood Insurance Program regulations.

Existing construction means, for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood or flooding means:

- (a) A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - (1) The overflow of inland or tidal waters.
 - (2) The unusual and rapid accumulation or runoff of surface waters from any source.
- (b) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

Flood elevation study means an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood insurance rate map (FIRM) means an official map of a community, on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community.

Flood insurance study see Flood Elevation Study.

Floodplain or flood-prone area means any land area susceptible to being inundated by water from any source (see definition of flooding).

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain management regulations mean zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Flood protection system means those physical structural works for which funds have been authorized, appropriated and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

Flood proofing means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway see Regulatory Floodway.

Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure means any structure that is:

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the secretary to qualify as a registered historic district;
- (c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
- (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - (1) By an approved state program as determined by the Secretary of Interior or;
 - (2) Directly by the Secretary of the Interior in states without approved programs.

Levee means a manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee system means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

Manufactured home means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

Manufactured home park or *subdivision* means a parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

Mean sea level means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's flood insurance rate map are referenced.

New construction means, for the purposes of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after

December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Recreational vehicle means a vehicle which is (i) built on a single chassis; (ii) Four hundred (400) square feet or less when measured at the largest horizontal projection; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Special flood hazard areas, see "area of special flood hazard". Special hazard area means an area having special flood, mudslide (i.e., mudflow), or flood-related erosion hazards, and shown on an FHBM or FIRM as Zone A, AO, A1-30, AE, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, A99, AH, VO, V1-30, VE, V, M, or E.

Start of construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within one hundred eighty (180) days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means a walled and roofed building, including a gas or liquid storage tank, that is principally aboveground, as well as a manufactured home.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty (50) per cent of the market value of the structure before the damage occurred.

Substantial improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty (50) per cent of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Variance means a grant of relief by a community from the terms of a flood plain management regulation. (For requirements see 44 CFR Sec. 60.6.)

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) of the National Flood Insurance Program regulations is presumed to be in violation until such time as that documentation is provided.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Sec. 13-26. Lands to which this ordinance applies.

The article shall apply to all areas within the jurisdiction of the City of Monroe, Louisiana.

Sec. 13-27. Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "The Flood Insurance Study for Ouachita Parish, Louisiana and Incorporated Areas", dated January 20, 2016 with accompanying flood insurance rate maps and flood boundary-floodway maps (FIRM and FBFM) and any revisions thereto are hereby adopted by reference and declared to be a part of this article.

Sec. 13-28. Establishment of development permit.

A development permit shall be required to ensure conformance with the provisions of this article.

Sec. 13-29. Compliance.

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this article and other applicable regulations.

Sec. 13-30. Abrogation and greater restrictions.

This article is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where these ordinances and other ordinances, easements, covenants, or deed restrictions conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Sec. 13-31. Interpretation.

In the interpretation and application of this article, all provisions shall be; (1) considered as minimum requirements; (2) liberally construed in favor of the governing body; and (3) deemed neither to limit nor repeal any other powers granted under state statutes.

Sec. 13-32. Warning and disclaimer or liability.

The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by manmade or natural causes. This article does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages that result from reliance on this article or any administrative decision lawfully made thereunder.

Secs. 13-33—13-40. Reserved.

DIVISION 2. ADMINISTRATION AND ENFORCEMENT

Sec. 13-41. Designation of the floodplain administrator.

The City Engineer, or his designee, is hereby appointed the floodplain administrator to administer and implement the provisions of this article and other appropriate sections of 44 CFR (National

Flood Insurance Program Regulations) pertaining to floodplain management, except as otherwise provided herein, where certain duties with accompanying functions and authority are specifically assigned to the City Engineer.

Sec. 13-42. Duties and responsibilities of the floodplain administrator.

Duties and responsibilities of the floodplain administrator shall include, but not be limited to, the following:

- (a) Maintain and hold open for public inspection all records pertaining to the provisions of this article.
- (b) Review permit applications to determine whether proposed building site, including the placement of manufactured homes, will be reasonably safe from flooding.
- (c) Review, approve or deny all applications for development permits required by adoption of this article.
- (d) Review permits for proposed development to assure that all necessary permits have been obtained from those federal, state or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U. S. C. 1334) from which prior approval is required.
- (e) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the floodplain administrator shall make the necessary interpretation.
- (f) Notify, in riverine situations, adjacent communities and the state coordinating agency which is the State of Louisiana's Department of Transportation and Development, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
- (g) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
- (h) When base flood elevation data has not been provided in accordance with Section 13-27, the floodplain administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a federal, state or other source, in order to administer the provisions of Article II, Division 3.
- (i) When a regulatory floodway has not been designated, the floodplain administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
- (j) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one foot, provided that the community first complies with all provisions required under Section 65.12.

Sec. 13-43. Permit procedures.

- (a) Application for a development permit shall be presented to the floodplain administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

- (1) Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;
 - (2) Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;
 - (3) A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of Subsection 13-57(b);
 - (4) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.
 - (5) Maintain a record of all such information in accordance with Article II, Division 2, Section 13-43(a).
- (b) Approval or denial of a development permit by the floodplain administrator shall be based on all of the provisions of this article and the following relevant factors:
- (1) The danger to life and property due to flooding or erosion damage;
 - (2) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (3) The danger that materials may be swept onto other lands to the injury of others;
 - (4) The compatibility of the proposed use with existing and anticipated development;
 - (5) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (6) The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
 - (7) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
 - (8) The necessity to the facility of a waterfront location, where applicable;
 - (9) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
 - (10) The relationship of the proposed use to the comprehensive plan for that area.

Sec. 13-44. Variance procedures.

- (a) The floodplain management appeal board is hereby created which shall consist of the city engineer, the planning and urban development director, a professional engineer (registered in Louisiana) appointed by the mayor, and two (2) members appointed by the city council. This board, herein after will be referred to as the appeal board, shall hear and render judgement on requests for variances from the requirements of this article.
- (b) The appeal board shall hear and render judgement on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this article.
- (c) Any person or persons aggrieved by the decision of the appeal board may appeal such decision in the courts of competent jurisdiction.
- (d) The floodplain administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

- (e) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this article.
- (f) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half (½) acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Subsection 13-44(b) of this article have been fully considered. As the lot size increases beyond the one-half (½) acre, the technical justification required for issuing the variance increases.
- (g) Upon consideration of the factors noted above and the intent of this article, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this article (Article II, Division 1, Section 13-22).
- (h) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- (i) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- (j) Prerequisites for granting variances:
 - (1) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (2) Variances shall only be issued upon: (i) Showing a good and sufficient cause; (ii) A determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) A determination that the granting of a variance will not result in increased flood heights, additional threats to the public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
 - (3) Any application to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
 - (4) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that (i) the criteria outlined in Article II, Division 2, Section 13-44 (a)—(i) are met, and (ii) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

Secs. 13-45—13-55. Reserved.

DIVISION 3. PROVISIONS FOR FLOOD HAZARD REDUCTION

Sec. 13-56. General standards.

In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:

- (a) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- (b) All new construction or substantial improvements shall be constructed by methods and

practices that minimize flood damage;

- (c) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
- (d) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
- (e) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;
- (f) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from the systems into floodwaters; and,
- (g) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

Sec. 13-57. Specific standards.

In all areas of specific flood hazards where base flood elevation data has been provided as set forth in Section 13-27, Section 13-42(h), or Section 13-58(c), the following provisions are required:

- (a) **Residential construction:** New construction and substantial improvement of any residential structure in all special flood hazard areas other than unprotected areas of the Chauvin Basin shall have the lowest floor (including basement), elevated to six (6) inches or more above the base flood elevation. All residences constructed within the unprotected areas of the Chauvin Basin shall be constructed with the lowest floor at or above elevation seventy-two and a half (72.5) feet NGVD. The Chauvin Basin is herein defined as that portion of land east of the east levee of the Ouachita River, north and west of Bayou DeSiard and south of Louisiana Highway 553. A registered professional engineer, architect, or land surveyor shall submit a certification to the floodplain administrator that the standard of this subsection as proposed in Section 13-43(a)(1), is satisfied.
- (b) **Nonresidential construction:** New construction and substantial improvements of any commercial, industrial or other nonresidential structure in special flood hazard areas outside the Chauvin Basin shall either have the lowest floor (including basement) elevated to six (6) inches or more above the base flood level or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and all methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the floodplain administrator. All of the above provisions for nonresidential construction outside of the Chauvin Basin shall apply to nonresidential construction within the Chauvin Basin except that the base flood elevation shall be considered to be seventy-two (72) feet NGVD.
- (c) **Enclosures:** New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
 - (1) A minimum of two (2) openings having a total net area of not less than one square

inch for every square foot of enclosed area subject to flooding shall be provided.

- (2) The bottom of all openings shall be no higher than one foot above grade.
- (3) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(d) Manufactured homes:

- (1) Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over the top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.
 - (2) Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation plus freeboard and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces. The manufactured home shall be installed by a licensed installer according to Louisiana State law and compliance herewith shall be certified in writing to the Floodplain Administrator by said installer prior to habitation of the manufactured home.
 - (3) Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of paragraph (4) of this section be elevated so that either:
 - i. The bottom of the longitudinal structural beam of the manufactured home is at or above the base flood elevation, or
 - ii. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six (36) inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
- (e) Recreational vehicles:** Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either (i) be on the site for fewer than one hundred eighty (180) consecutive days, (ii) be fully licensed and ready for highway use, or (iii) meet the permit requirements of Section 13-43(a), and the elevation and anchoring requirements for "manufactured homes" in paragraph (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.
- (f) Areas not otherwise covered:** In all areas not otherwise covered in this article and not protected by approved flood proofing methods, the lowest floor elevation shall be at least eight (8) inches above grade, or eight (8) inches above the crown of the nearest street, whichever is higher, except that where the land is sloped in such a way that streets adjacent to a proposed building site will not act as a dam to cause floodwaters to pond and flood the proposed building, the lowest floor elevation shall not be required to be eight (8) inches above the crown of the nearest street.

- (g) **Sitework for new construction:** The site of any new construction shall be graded so that it will drain to city right-of-way or easements which have been graded or improved to receive such drainage. The city engineer shall review the site plan for said new construction and shall make the determination whether the drainage design for this construction is adequate to meet this requirement. He shall then take appropriate action.
- (h) **Accessory structure:** Accessory structures to be placed on sites within Zones A1-30, AH, AO and AE shall comply with the following:
- (1) The structure shall be used only for parking and limited storage;
 - (2) The structure shall not be used for human habitation. Prohibited activities or uses include but are not limited to working, sleeping, living, entertainment, cooking, or restroom use;
 - (3) The structure shall be unfinished on the interior.
 - (4) Structures shall be small in size, not exceeding 600 square feet.
 - (5) Structures exceeding the size of 600 square feet will be required to meet all applicable standards of Section 13-27, Section 13-42(h), or Section 13-58(c), including relevant subsections.
 - (6) Service facilities such as electrical and heating equipment must be elevated to or above the BFE;
 - (7) The structure shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;
 - (8) The structure shall be considered low in value, designed to have low flood damage potential and constructed with flood resistance materials;
 - (9) The structure shall be firmly anchored to prevent flotation, collapse, and lateral movement;
 - (10) Floodway requirements must be met in the construction of the structure;
 - (11) Openings to relieve hydrostatic pressure during a flood shall be provided below the BFE; and be placed on a minimum of two walls with the net area of not less than 1 square inch for every square foot of the size of the footprint of the structure (Flood Vents);
 - (12) The openings (flood vents) shall be located no higher than 1 foot above grade;
 - (13) The openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwaters

Sec. 13-58. Standards for subdivision proposals.

- (a) All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with Sections 13-21, 13-22, and 13-23 of this chapter.
- (b) All proposals for the development of subdivisions, including the placement of manufactured home parks and subdivisions, shall meet development permit requirements of Sections 13-27, Section 13-43, and the provisions of Article II, Division 3 of this chapter.
- (c) Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than fifty (50) lots or five (5) acres, whichever is lesser, if not otherwise provided pursuant to Section 13-27 or Section 13-42 of this chapter.
- (d) All subdivision proposals including the placement of manufactured home parks and

subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

- (e) All subdivision proposals including the placement of manufactured home parks and other proposed new development shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.
- (f) Grading; drainage design. All subdivisions shall be graded so that each individual lot shall drain to an adjacent city right-of-way or easement which has been graded or improved to receive this drainage. If the site is low and will be subject to six (6) inches or more of flooding, then the developer shall add sufficient fill material graded and compacted, to raise the average grade of the site to such elevation as to hold site flooding to less than six (6) inches. The city engineer shall review the site plans and plats for each proposed subdivision and shall determine whether the drainage design for the subdivision is adequate to meet these requirements. He shall then take appropriate action.

Sec. 13-59. Standards for areas of shallow flooding (AO/AH Zones).

Located within the areas of special flood hazard established in Section 13-27 are areas designated as shallow flooding. These areas have special flood hazards associated with flood depths of one to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

- (a) All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two (2) feet if no depth number is specified).
- (b) All new construction and substantial improvements of nonresidential structures:
 - (1) Have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two (2) feet if no depth number is specified), or;
 - (2) Together with attendant utility and sanitary facilities be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.
- (c) A registered professional engineer or architect shall submit a certification to the floodplain administrator that the standards of this section, as proposed in Section 13-43(a)(1), are satisfied.
- (d) Require within Zones AH or AO adequate drainage paths around structures on slopes, to guide floodwaters around and away from proposed structures.

Sec. 13-60. Floodways.

Located within areas of special flood hazard established in Section 13-27, are areas designated as floodways. Since the floodway is an extremely hazardous area to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, following provisions shall apply:

- (a) Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
- (b) If subsection (a) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article II, Division 3.

- (c) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first applies for a conditional FIRM and floodway revision through FEMA.

Sec. 13-61. Severability.

If any section, clause, sentence, or phase of this article is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this article.

Sec. 13-62. Enforcement.

- (a) The City Engineer or his representative shall be empowered to halt construction on any project, whether public or private, which appears to be in conflict with this article or which he determines will contribute to flooding in the city. The city engineer or his representative may halt construction by serving a stop work order on the foreman on a construction project or on the person, firm, or corporation who let the contract for the project, or the owners of the land on which the construction is taking place. No further construction shall take place on the project until the stop work order has been rescinded either by the city engineer or his representative.
- (b) Any action by the City Engineer or his representative in ordering that construction cease, may be appealed to the city council or to the floodplain management appeal board, either of which shall have the authority to lift the stop work order. To lift a stop work order issued by the city engineer or his representative, the floodplain management appeal board must have at least three (3) members other than the City Engineer present and voting. The City Engineer may not vote when the board is considering such action.
- (c) Violation of a stop work order or any other provisions of this article shall subject the foreman on a construction project for which a stop work order has been issued or the person, firm or corporation who let the contract for the project or the owners of the land on which the construction is taking place to a fine of not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00), or imprisonment of not more than six (6) months or, both. Each day of violation of a stop work order or failure to comply shall constitute a separate offense. An act of appeal by a person, firm or corporation to the city council or floodplain management appeal board to lift a stop work ordered by the city engineer or his representative shall not exempt the person, firm or corporation from obeying the stop work order until it has been duly rescinded.

This Ordinance was introduced on August ____, 2024.

Notice published on _____, 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 September ____, 2024.

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA

CITY OF MONROE

NO. _____

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

AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF MONROE AND MILLER INTERNATIONAL PROPERTIES, LLC FOR THE PARCEL AND BUILDING LOCATED AT 507 WOOD STREET AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Monroe Police Department’s operational headquarters, including its Patrol Division, Detective Division, and primary evidence storage, is located at 700 Wood Street, but space has become limited;

WHEREAS, because of space constraints, the Monroe Police Department currently leases additional space on Kansas Lane for secondary evidence storage;

WHEREAS, the property owned by Miller International Properties, LLC, located at 507 Wood St., recently became available for lease and offers approximately 5,637 square feet of rentable space, including areas for office space and technology storage;

WHEREAS, the City, on behalf of the Monroe Police Department, desires to lease the parcel and building at 507 Wood Street, on the terms and conditions set forth in the attached lease, primarily to move Monroe Police Department’s Detective Division and investigative technology to that building, which would free up additional space at 700 Wood Street to relocate its secondary evidence storage; and

WHEREAS, a copy of the lease agreement between the City of Monroe and Miller International Properties, LLC for the property and building located at 507 Wood Street is attached hereto and made part hereof.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, Stacey Rowell, Director of Administration, be and is hereby authorized to enter into and execute the attached lease agreement between the City of Monroe and Miller International Properties, LLC for the property and building located at 507 Wood Street.

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

Notice published on the _____ day of _____, 2024.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

LEASE AGREEMENT

Be it known that on the days and dates hereinafter set forth, and in the presence of the undersigned competent witnesses and Notaries Public, duly commissioned and qualified in and for their respective parishes and states, personally came and appeared:

Miller International Properties, LLC, a Louisiana limited liability company with its principal place of business in Ouachita Parish, Louisiana (“**LESSOR**”) whose mailing address is: 595 Lonewa Road, Monroe, LA 71203

And

City of Monroe, Louisiana, a Louisiana political subdivision operating under home rule charter (“**LESSEE**”), whose mailing address is 400 Lea Joyner Memorial Expy., Monroe, LA 71201.

WHEREAS, **LESSOR** has agreed to lease to **LESSEE** and **LESSEE** has agreed to lease from **LESSOR** the property hereinafter described under the terms and conditions hereinafter set out; and, whereas it is the desire of both parties, the **LESSOR** and **LESSEE**, to reduce the terms and conditions of said Lease agreement to writing (this “**LEASE**”).

NOW, THEREFORE, for and in consideration of the rental hereinafter set out and in consideration of the faithful performance of the conditions, terms, and stipulations contained in this **LEASE** agreement, **LESSOR** and **LESSEE** do hereby agree as follows:

1. Leased Premises. **LESSOR** does hereby lease to **LESSEE** and **LESSEE** does hereby lease from **LESSOR** the land and building, consisting of approximately 5,637 rentable square feet of area, located at **507 Wood Street, Monroe, LA 71201 (Parcel No. 54390)**, more particularly described as: LOT IN LOT 2 SQ 1 HARS ADDNFRTG 116 FT ON WOOD ST, DEPTH 142.6 FT ALONG HART ST (“**LEASED PREMISES**”). It is understood and agreed that **LESSEE** and **LESSEE’S** guest and invitees shall have use of the parking spaces and common areas on said property.

2. Term. The term (“**TERM**”) shall consist of an initial term with two renewal options as follows:

A. Effective Date. The **Effective Date** of this **LEASE** shall be October 1, 2024.

B. Initial Term. The **Initial Term** of this lease will be for Five (5) years beginning on the **Effective Date**, and ending September 31, 2029.

C. Option to Renew. Lessee shall have the option to renew the **TERM** of the **LEASE** for two (2) additional Five (5) year terms (“**Option Renewal Period**”). **LESSEE** may exercise this right by providing written notice to Lessor on or before ninety (90) days prior to the expiration of the then current Term or option term.

3. **Rent.** Rent shall be paid as follows:

- A. **Initial Term.** The base rent to be paid by LESSEE during the **Initial Term** of this LEASE shall be \$5,000.00 per month, commencing on the Effective Date of this LEASE and payable monthly thereafter.
- D. **Option Renewal Period.** The base rental for each **Option Renewal Period** shall increase one hundred dollars (\$100) per year of each term.
- E. **Additional Rent.** As additional rent LESSEE shall pay to LESSOR property taxes (\$1,677.21/year) on the entire land and building located at 507 Wood Street, Monroe, Louisiana 71201 and shall also pay the premium paid by LESSOR for property insurance (\$7920.00/year) on the entire building located at 507 Wood Street, Monroe, LA 71201. These additional rent payments shall be made one-twelfth (1/12) each month of the total of said property insurance and property taxes and are due at the same time as the monthly rent is due. LESSOR shall furnish to LESSEE documentation as to the amount of LESSOR'S property taxes and LESSOR'S insurance premiums. These real estate taxes and insurance total an additional \$ 799.77 per month and shall be calculated on a calendar year and adjusted annually. The LESSOR will notify the LESSEE of any adjustments. LESSOR shall have the right to cancel this LEASE based on any unreasonable increase in the amount of **Additional Rent**.
- F. **Other** All rent is due and payable on or before the 1st day of each month. All rent under this lease and any option terms of this lease are to be made payable to the order of Miller International Properties, LLC and delivered or mailed to LESSOR at **595 LONEWA RD, MONROE, LA 71203**.

4. **Preparation of Premises and Warranties.** LESSOR, at its sole cost and expense, shall improve the LEASED PREMISES to a condition agreeable to LESSEE prior to LESSEE's occupancy of the LEASED PREMISES. LESSOR represents, warrants, and covenants to LESSEE that as of the Effective Date: (a) there are no defects in the state of title to the LEASED PREMISES that inhibit or may inhibit either: (i) the current or future use of the LEASED PREMISES; or (ii) the use of the LEASED PREMISES by LESSEE for all permitted uses, and LESSOR shall not execute any proposed instrument to be recorded against the LEASED PREMISES that creates any such defects; (b) the existing improvements on the LEASED PREMISES are and will be sufficient and in compliance with all laws for LESSOR'S uses; (c) the structural portions of the LEASED PREMISES are in good condition and working order, and are in compliance with all applicable laws; and (g) any initial premises work shall be completed in a good and workmanlike manner and in compliance with all applicable laws and delivered to LESSEE in good condition and working order.

5. **Licenses, Consents, and Permits.** LESSEE agrees to obtain all licenses, consents and permits of every nature, kind, and description required by law, regulations, resolutions or ordinances of any municipality, parish, state or federal government, for the operation on the

LEASED PREMISES of its lawful business.

6. Sub-Letting. LESSEE may not sub-let or assign all or any part of the PREMISES without the written consent of the LESSOR, which consent shall not be unreasonably withheld or delayed, provided however, that no such sub-letting or assignment shall release the LESSEE of its obligations hereunder.

7. Use of Premises. LESSEE covenants and agrees to make no unlawful or offensive use of the LEASED PREMISES, to neither conduct nor to allow others to conduct a nuisance, public or private on the LEASED PREMISES, and to comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state and municipal governments. All other lawful uses are permitted.

8. Injury to Property and Persons. LESSEE covenants and agrees to indemnify and save the LESSOR harmless from any and all claims, demands, suits, actions, judgments and recoveries for or on account of damage or injury (including death) to property or persons caused by or due to the fault or negligence of LESSEE, any sub-LESSEE or assign, related to LESSEE'S operations, except to the extent caused by or arising from the negligence or willful misconduct of LESSOR, its employees, agents, contractors or other persons for whom LESSOR is responsible, it being the intention of the parties hereto that LESSEE assumes responsibility for all damage or injury occurring on the LEASED PREMISES, to property or persons related to LESSEE'S operations and any damages or injury occurring to any person or thing on the LEASED PREMISES arising from LESSEE'S operations, except for the acts or omissions of LESSOR, its employees, agents, contractors or other persons for whom LESSOR is responsible.

9. Insurance. LESSEE is a self-insured political subdivision and is not required to carry commercial general liability insurance on the premises. LESSEE, as a municipal entity, remains responsible for its debts and liabilities, including those debts and liabilities incurred during its operations.

Notwithstanding anything in this LEASE to the contrary, LESSOR and LESSEE each waives any and all rights of recovery, claim, action or cause of action, against the other, its agents, directors, officers and/or employees, for any losses or damage that may occur to the LEASED PREMISES, or any improvements thereto, or any personal property of such party therein or thereon, by reason of fire, the elements, or any other cause which are insured against under the terms of the fire and extended coverage insurance policies carried by the parties, regardless of cause or origin, including negligence of the other party hereto, its agents, directors, officers or employees, and covenants that no insurer shall hold any right of subrogation against such other party.

10. Eminent Domain. If the LEASED PREMISES or any part hereof shall be taken by or pursuant to governmental authority or through the exercise of the right of eminent domain, this LEASE shall not terminate if LESSEE reasonably determines that the LEASED PREMISES remaining are suitable for LESSEE's operations and the LESSOR shall receive

all compensation connected therewith, except to the extent such compensation is attributable to the value of any structures or other improvements which **LESSEE** has constructed on the property and except for any compensation to which **LESSEE** may be entitled under applicable laws for cost and expenses of moving. The rental shall be adjusted equitably based on the percentage of the **LEASED PREMISES** taken. If the portion of the **LEASED PREMISES** so taken renders the **LEASED PREMISES** unsuitable for the operation of **LESSEE**'s operations, then either party, within thirty (30) days after the taking, may terminate this **LEASE** by written notice to the other.

11. Lessee's Default. Each of the following events shall constitute a default or breach of this **LEASE** by **LESSEE**:

- A. If either **LESSEE** or any successor or assignee of **LESSEE** while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of such act by answer or otherwise, or shall make an assignment for benefit of creditors.
- B. If **LESSEE** shall fail to pay **LESSOR** any Rent by the twentieth (20th) day of each month when due.
- C. If **LESSEE** or any successor or assignee of **LESSEE** shall fail to perform or comply with any of the conditions of this **LEASE** and if the nonperformance shall continue for a period of thirty (30) days after notice thereof by **LESSOR** to **LESSEE** or, if the performance cannot be reasonably had within the thirty (30) day period and **LESSEE** shall not in good faith have commenced performance within the thirty (30) day period and shall not diligently proceed to completion of performance.
- D. If this **LEASE** shall be assigned or sublet by **LESSEE**, except in the manner herein permitted.
- E. If **LESSEE** or any successor or assignee of **LESSEE** vacates the leased property before expiration of full lease term.

12. Lessor's Default. Notwithstanding anything to the contrary set forth in this **LEASE**, **LESSOR** shall be in default in the performance of any obligation required to be performed by **LESSOR** pursuant to this **LEASE** if **LEASE** fails to perform such obligation within thirty (30) days after the receipt of notice from **LESSEE** specifying in detail **LESSOR**'s failure to perform; provided, however, if the nature of **LESSOR**'s obligation is such that more than thirty (30) days are required for its performance, then **LESSOR** shall not be in default under this **LEASE** if it shall commence such performance within such thirty (30)-day period and thereafter diligently pursues the same to completion, provided such cure shall be completed within a total of sixty (60) days. Upon any such default by **LESSOR** under this **LEASE**, **LESSEE** may, except as otherwise specifically provided in this **LEASE** to the contrary, exercise any of its rights provided at law or in equity. **LESSEE** shall further have the right to cure such default and, if such default involves the expenditure of money, **LESSEE** shall have the right to deduct the cost thereof from the **Rent** due or accruing hereunder.

13. Termination for Cause: In the event either **LESSOR** or **LESSEE** shall be in breach or default of any of the material terms, conditions or covenants of this **LEASE** and such breach or default shall continue for a period of thirty (30) days after written notice by the nonbreaching party, then in addition to all other rights and remedies of law or equity, the nonbreaching party shall have the right to terminate this **LEASE** without any obligation or liability whatsoever. If a breach or default is of such a nature that it cannot reasonably be cured within thirty (30) days after written notice, then the cure period will be extended provided the breaching party proceeds to diligently attempt a cure; however, in no event shall the cure period exceed 90 days after written notice of breach or default. Notwithstanding the above, either party shall have the right, but not the obligation to terminate this **LEASE** immediately upon giving written notice to the other party in the event of default.

If **LESSEE** defaults as set forth in Section 11 and fails to timely cure such default, then in addition to **LESSOR's** rights set forth in this Section, **LESSEE** shall forfeit its security deposit, and **LESSOR** shall be entitled to institute suit to recover all unpaid funds appropriated for the payment of rentals under this **LEASE** by **LESSEE** for its current fiscal year.

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

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

16. Delivery of Property. **LESSEE** agrees that upon the termination of this **LEASE**, it shall return said **LEASED PREMISES** to **LESSOR** in as good a condition as it received it, subject, however, to ordinary wear and use of the **LEASED PREMISES**.

17. Lessor's Maintenance. **LESSOR's** is required to maintain the foundation, footings, exterior walls, structural systems, floors, pipes, columns, beams, shafts (including elevator shafts), stairs, stairwells, escalators, elevator cabs, and roof, gutters, flashings, and

downspouts of the building and any utility lines serving the **LEASED PREMISES**. **LESSEE** shall give **LESSOR** notice of the need for any maintenance **LESSEE** becomes aware of and **LESSOR** shall promptly, within ten (10) days, make all repairs appropriate and necessary repairs. **LESSOR** shall be responsible for any repairs to the Premises resulting from any act or omission of Landlord, its agents, contractors, licensees, or employees. **LESSOR** shall not be responsible for any repairs caused by the negligence of **LESSEE**.

18. HVAC Repairs: **LESSEE** shall be responsible for the first Five Hundred Dollars (\$500.00) of repairs and/or maintenance to the HVAC system per year including changing of air filters every three months. **LESSOR** shall pay for HVAC repairs/maintenance cost amounts over Five Hundred Dollars (\$500.00) per year.

19. Lessee's Alterations. **LESSEE** shall make no alterations to the structure of the lease premises without the prior consent of **LESSOR**. At the termination of the **LEASE**, **LESSOR** shall become the owner, without compensation being paid therefore, of any and all improvements placed upon the premises by **LESSEE**, unless improvements can be removed without altering the **LEASED PREMISES** from its condition at the initial time of occupancy.

20. Lessee's Maintenance. **LESSEE** shall be responsible for routine maintenance and upkeep of the **LEASED PREMISES**. **LESSEE** shall take good care of the interior nonstructural portions of the **LEASED PREMISES** and shall promptly make all repairs to the **LEASED PREMISES** necessary to keep the **LEASED PREMISES** in good order and condition. **LESSEE** shall at all times keep the **LEASED PREMISES** in a clean and orderly condition including provision of yard services as well as both front and rear parking lots on **LEASED PREMISES** to be kept free of trash/debris.

21. Deposit. **LESSEE** shall tender a **DEPOSIT** in the amount of Five Thousand Dollars (\$5,000) to **LESSOR** to ensure that the premises shall be left in an undamaged and clean condition, ordinary wear and tear excepted, at the termination of this **LEASE** and that the **LESSEE** shall remain for and honor full term of the agreed lease.

22. Utilities. **LESSEE** agrees to pay all water, electricity, gas and other public service charges consumed and used on the building during the term of this lease, or any extension thereof.

23. Taxes on Lessee's Property. **LESSEE** shall pay required to all property taxes owed on **LESSEE'S** movable property and inventory situated on the premises

24. Lease Holdover. Should **LESSEE** remain on the premises after expiration of this lease agreement, **LESSOR** has the option to interpret such actions as creating a month-to-month lease at a base rental of \$6,250.00, twenty-five (25%) percent higher than that payable for the last month of the **TERM**, or to consider the holding over a trespass. Only a new signed leased or extension agreement shall deprive **LESSOR** of the choice of action.

25. Damage or Destruction of Leased Premises. If there is damage or destruction of **LEASED PREMISES** resulting in damage to more than fifty per cent (50%) of the **LEASED PREMISES**, then **LESSEE** shall have the option to cancel this lease or shall have the option of

allowing **LESSOR** to repair the damage if and only if said repairs can be made within sixty (60) days from date of damage. If **LESSEE** exercises the option to allow **LESSOR** to repair the damage, then **LESSEE** shall only pay a reduced rent during the time it takes to make the repairs based upon the portion of the **LEASED PREMISES** that is usable by **LESSEE** during the repairs. If less than fifty per cent (50%) of the **LEASED PREMISES** is damaged, then **LESSOR** shall make all repairs within sixty (60) days, and if **LESSOR** fails to do so, then **LESSEE** shall have the right to either cancel this **LEASE** or pay a reduced rent until repairs are completed. During the time of repairs, **LESSEE** shall pay a reduced rent equal to the per cent of the lease premises which **LESSEE** has the use of during said repairs.

26. Entire Agreement. This **LEASE** contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This **LEASE** and the terms and conditions hereof apply to and are binding on their heirs, legal representatives, successors, and assigns of both parties.

27. Quiet Enjoyment. **LESSEE** shall and may peacefully and quietly have, hold and enjoy the premises for the term herein stated without any suit, hindrance, or trouble, as long as the conditions of said lease are maintained.

28. Attorney's Fees. If any lawsuit is filed to enforce performance hereof by any party, the prevailing party shall be entitled to such costs of enforcement including a reasonable attorney's fee as the court shall determine.

29. Notices. Unless specifically stated otherwise in this **LEASE**, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the addresses set forth above, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (c) registered U.S. mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or (d) electronic transmission (facsimile or email) provided that the transmission is completed no later than 4:00 p.m. on a business day and the original also is sent via overnight courier or U.S. Mail, whereby delivery is deemed to have occurred at the end of the business day on which electronic transmission is completed.

30. Governing Law; Venue. The Laws of Louisiana shall govern the validity, performance, and enforcement of this **LEASE**. **LESSEE** and **LESSOR** consent to personal jurisdiction and venue in the state and judicial district in which the **LEASED PREMISES** are located. The courts of the state where the **LEASED PREMISES** are located will have exclusive jurisdiction and **LESSEE** and **LESSOR** hereby agree to such exclusive jurisdiction.

31. Successors. The provisions of this **LEASE** shall be binding upon and inure to the benefit of **LESSOR** and **LESSEE**, respectively, and their respective successors, assigns, heirs, executors, and administrators.

32. Partial Invalidity. If any clause or provision of this **LEASE** is found to be illegal, invalid, or unenforceable under present or future laws, the remainder of this **LEASE**

shall not be affected thereby and there shall be added as part of this **LEASE** a replacement clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and still be legal, valid, and enforceable.

33. Relationship of the Parties. LESSOR and LESSEE agree that the relationship between them is that of landlord and tenant and that LESSOR is leasing space to LESSEE. It is not the intention of the parties, nor shall anything herein be constructed to constitute LESSOR as a partner or joint venturer with LESSEE.

34. Headings. The headings as to the contents of particular paragraphs herein are intended only for convenience and are in no way to be constructed as a part of this **LEASE** or as a limitation of the scope of the particular paragraphs to which they refer.

35. Waiver of Jury Trial. LESSOR AND LESSEE KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE OTHER IN ANY MATTER ARISING OUT OF THIS **LEASE**, THE RELATIONSHIP OF LESSOR AND LESSEE, LESSEE'S USE OR OCCUPANCY OF THE PREMISES, OR ANY CLAIM OF INJURY OR DAMAGE.

36. Counterparts. This **LEASE** may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument.

THUS EXECUTED before the undersigned Notary Public and competent witness in Monroe, Ouachita Parish, Louisiana on this ____ day of September, 2024.

WITNESSES:

Miller International Properties, LLC

John Miller

WITNESSES:

City of Monroe, Louisiana

Stacey Rowell, Dir. of Administration

NOTARY PUBLIC