AGENDA
City of Monroe

LEGAL & REGULAR SESSION – OCTOBER 27, 2020, 6:00PM
CITY COUNCIL CHAMBERS CITY HALL

I: ROLL CALL AND DECLARE QUORUM:

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

III: COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

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

IV: **APPROVE MINUTES OF THE LEGAL AND REGULAR SESSION OF OCTOBER 13, 2020:**
(Public Comment)

V: PRESENTATION:
NONE.

VI: PUBLIC HEARINGS:
NONE.

PROPOSED CONDEMNATIONS:

Public Comment:

1. 1013 South 6th Street (D4) (Owner, Robert L. & Rhonda H. Golemon)
2. 3001 Renwick Street (D3) (Owner, Melvin Tatum, Sr., et al)
3. 1610 South Grand Street (D4) (Owner, Rosalind J. Loyd)

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

VIII: RESOLUTIONS AND MINUTE ENTRIES:

1. Council:
Public Comment:
None

2. Department of Administration:

Public Comment:

(a) Consider an Application by Roy J, Arthur dba Concession Stand, 428 Desiard Street, Monroe, LA 71201 for a New 2020 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been Cleared, CO-Cleared, Distance Report Cleared.

(b) Consider twelve (12) Renewal Applications for a New 2021 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.

(c) Consider two (2) Renewal Applications for a New 2021 Class B Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.

(d) Consider one (1) Renewal Applications for a New 2021 Class C Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.

(e) Consider one (1) Renewal Applications for a New 2021 Class D Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.

(f) Consider one (1) Renewal Applications for a New 2021 Class E Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.

(g) Consider two (2) Renewal Applications for a New 2021 Class G Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.

3. Department of Planning & Urban Development:

Public Comment:

(a) Adopt a Resolution authorizing Friday Ellis, Mayor to enter into and execute a Memorandum of Understanding (contract) by and between the City of Monroe and Community-Based Development Organization (CBDO) ahayah community development corporation up to the amount of $140,000.00 from the home investment partnership program (home) m-19-mc-22-0206, and up to the amount of $25,000.00 from the community development block program (cdbg) b-19-mc-22-0206 and further providing with respect thereto.

4. Legal Department:
Public Comment:
None.

5. Mayor's Office:

Public Comment:

(a) Adopt a Resolution approving and authorizing an agreement for local services by and between the City of Monroe and the Monroe Chamber of Commerce and further providing with respect thereto.

(b) Adopt a Resolution confirming the appointment of Victor A. Zordan as Chief of Police of the Monroe Police Department and further providing with respect thereto.

6. Department of Public Works:

Public Comment:

(a) Adopt a Resolution authorizing a designated city representative to execute Change Order Number 3 (MLU Runway 14/32 Extension – Phase 1 Construction) between the City of Monroe and Merrick, LLC., for a decrease of $218,439.14 to the contract cost of said project and further providing with respect thereto.

(b) Adopt a Resolution accepting the base bid of Grindstone Construction LLC of Sterlington, La in the amount of $118,750.00 for the Office of Motor Vehicles Storm Damage Repairs and further authorizing a designated city representative to enter into and execute a contract for said work.

7. Department of Community Affairs:

Public Comment:

(a) Adopt a Resolution accepting the base bid plus alternate bid 1 of Grindstone Construction LLC for a total amount of $602,000.00 for the Masur Museum of Art Storm Damage Repairs and further authorizing a designated city representative to enter into and execute a contract for said work.

(b) Adopt a Resolution authorizing a management agreement between the City of Monroe and Donald Walters as Golf Director and further providing with respect thereto.

8. Police Department:
Public Comment:
None.

9. Fire Department:
Public Comment:
None.

10. Engineering Services:

Public Comment:

(a) Adopt a Resolution accepting as substantially complete work done by and between the City of Monroe and W. L. Bass Construction, Inc., for the repairs to Warhawk Way & Inabnet Blvd. Causeway Project, and further providing with respect thereto.

(b) Adopt a Resolution authorizing posting of weight limit recommendation for the bridge structure on Grammont St near the City Cemetery (Recall No. 400523), and further providing with respect thereto.

BREAK IF NEEDED:

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:

(a) Introduce an Ordinance declaring a one-time Waiver of Class A License Fees for Bars and Nightclubs that were unable to open during the covid-19 pandemic and further providing with respect thereto. (Mayor)

(b) Introduce an Ordinance accepting the Donation of sewer improvements built on a public right of way from CBS Interest, LLC and further providing with respect thereto. (Eng.)

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

Open Public Hearing/Public Comment/Close Hearing:

(a) Finally adopt an Ordinance authorizing the City of Monroe to take corporeal possession of the property described below and sell to Marisa Wilson all rights, title and interest that the City may have acquired to the lot in Lots 23 & 24 Parlor City Industrial Sub of Sq 27 Terminal Heights, No Street Address On Thomas Ave., Ouachita Parish, District 5, Monroe, La, by Adjudication at Tax Sale dated June 24, 2015, and further with respect thereto. (Legal)

Open Public Hearing/Public Comment/Close Hearing:

(b) Finally adopt an Ordinance authorizing the City of Monroe to take corporeal possession of the property described below and sell to Marisa Wilson all rights, title and interest that the City may have acquired to the easterly 60 ft of Lots 23 & 24 Parlor City Industrial Sub of Sq 27 Terminal Heights, Ouachita Parish, 821 Thomas St., District 5, Monroe, La, by Adjudication at Tax Sale dated June 24, 2015, and further with respect thereto. (Legal)

Open Public Hearing/Public Comment/Close Hearing:

(c) Finally adopt an Ordinance establishing a twelve (12) month Moratorium upon the receipt and processing of all applications for Certificates of Occupancy, Building Permits and any other land use development approvals associated with used tire stores; setting a public hearing date and further providing with respect thereto. (P&Z)

Open Public Hearing/Public Comment/Close Hearing:

(d) Finally adopt an Ordinance adopting and amending the Zoning Map for the City of Monroe, Louisiana to rezone a ±10-acre tract of land presently located in Ouachita Parish from B-3, General Business/Commercial District to B-4, Heavy Commercial District to allow the applicant to operate a drive-in theatre and other outdoor commercial, recreational activities, and is more particularly described as follows: **1101, 1201, 1203 and 1205 Louisville Avenue – APPLICANT: Stephen Carroll – (P&Z)**

Open Public Hearing/Public Comment/Close Hearing:

(e) Finally adopt an Ordinance authorizing the execution of a Cooperative Endeavor Agreement by and among the City of Monroe, State of Louisiana and the Downtown Economic Development District of the City of Monroe, State of Louisiana, relating to the collection, use and expenditure of Ad Valorem Property Tax and Sales Tax Increments in said district, and providing for other matters in connection therewith. (Admin.)

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.

Monroe City Council Legal and Regular Session
October 13, 2020
6:00 p.m.
City Council Chambers-City Hall
MINUTES

There was a legal and regular session of the City Council of the City of Monroe, Louisiana held this date, October 13, 2020 at the Council's regular meeting place, 400 Lea Joyner Memorial Expressway, City Council Chambers/City Hall Building, Monroe, Louisiana.

The Honorable Douglas Harvey, Chairman called the meeting to order.

The roll call was done by Council Clerk, Carolus Riley.

Council members present for roll call: Mr. Douglas Harvey, Ms. Juanita Woods, Mr. Carday Marshall Sr., Mrs. Kema Dawson.

Council member(s) absent: Mrs. Gretchen Ezernack

Chairman Harvey declared a quorum.

The Invocation was led by Mr. Harvey's designee, Pastor Drew Maney; Mr. Harvey led the Pledge of Allegiance.

COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

1. Ms. Woods welcomed and thanked everyone for being present; she asked prayers for Mrs. Ezernack and husband; they suffered weather related damage during the hurricane weather, a tree fell on her home and it damaged her home and vehicle; they both are safe and okay.

2. Mr. Marshall welcomed and thanked everyone for being present; he commented there being excessive speeding in the neighborhoods and asked for the consideration of drivers to drive safely and there have been communication with MPD regarding safety precautions in the near future.

4. Mrs. Dawson welcomed and thanked everyone for being present in person and online; she thanked the over 100 volunteers for their assistance in the cleanup last weekend and asked that citizens would continue to volunteer. There will be another cleanup this weekend in Bryant's Addition, La. Purchase Gardens and Zoo from 7:45am-12 noon and supplies will be provided. She has a plan to do cleanups on each street in her district. There will be an additional cleanup on October 24, 2020; she said the grand re-opening of the zoo will feature live music, vendors; it is the desire to bring the zoo back and it is one of the major attractions for Monroe. She thanked each one for all of their support and volunteerism.

5. Mayor Ellis thanked everyone for being present and online; he thanked the city workers for all of their hard work during these times of the hurricanes and the bad weather. He thanked Councilwoman Dawson for her leading the charge on blight and working in her district and all of the volunteers working together for the common good of the City. He thanked Richard Brown and Sherwin Williams on 165 for their assistance of helping with re-painting of the Zoo and all of the community volunteers.

6. Mr. Harvey commented the volunteers have participated and worked in three weather related cleanups within the last six months. Everyone has been most helpful in volunteering their time.

Upon a motion of Mrs. Dawson and a second by Mr. Marshall, the minutes of the Legal and Regular session of September 22, 2020 were unanimously approved. (There were no public comments).

PRESENTATION: NONE.

PUBLIC HEARINGS: NONE.

PROPOSED CONDEMNATIONS: Public Comment: NONE. Chairman Harvey commented that the condemnations would be coming back to the agenda soon.

ACCEPTANCE OR REJECTION OF BIDS: Public Comment None.

RESOLUTIONS AND MINUTE ENTRIES:

Monroe City Council Legal and Regular Session
October 13, 2020
6:00 p.m.
City Council Chambers-City Hall
MINUTES

Council Public Comment:

(a) Upon a motion by Mrs. Dawson, second by Ms. Woods and unanimously approved to Adopt Resolution No. 7816, confirming the appointment of Trevelyan L. Brown to the Southside Economic Development District Board of Commissioners and further providing with respect thereto. (Marshall) (There were no public comments).

Department of Administration: Public Comment: None.

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

Legal Department: Public Comment: None.

Mayor's Office: Public Comment:

(a) Upon a motion by Mr. Marshall, second by Ms. Woods and unanimously approved to Adopt Resolution No. 7817, approving and authorizing a Cooperative Endeavor Agreement by and between the City of Monroe and the Northeast Louisiana Children's Museum as per the attached agreement and further providing with respect thereto. (There were no public comments).

Department of Public Works: Public Comment:

(a) Upon a motion by Ms. Woods, second by Mr. Marshall and unanimously approved to Adopt Resolution No. 7818, authorizing a city representative to execute Change Order Number 1, (MLU Runway 14/32 Extension – Phase 2) between the City of Monroe and Merrick, LLC., for an increase of $344,986.00 to the contract cost of said project and further providing with respect thereto. (There were no public comments).

(b) Upon a motion by Mr. Marshall, second by Ms. Woods and unanimously approved to Adopt Resolution No. 7819, authorizing the City of Monroe to execute an agreement with the Louisiana Department of Transportation and Development (La Dotd) for improvements at the Monroe Regional Airport for Runway 14/32 Extension Phase 3 (construction) and Runway 14/32 Extension Multi-year (construction) and further providing with respect thereto. (There were no public comments).

(c) Upon a motion by Mr. Harvey, second by Mr. Marshall and unanimously approved to Adopt Resolution No. 7820, authorizing the issuance of a Fuel Permit at the Monroe Regional Airport to DaveAir LLC, and further providing with respect thereto. (There were no public comments).

Comments: Chairman Harvey amended the motion to issue the fuel permit through January 31, 2021.

(d) Upon a motion by Mr. Harvey, second by Ms. Woods and unanimously approved to remove from the agenda to adopt a Resolution requesting to reject all bids received on September 30, 2020 for the Office of Motor Vehicles Storm Damage Repair at the Monroe Regional Airport and re-advertise said project, and further providing with respect thereto. (There were no public comments).

(e) Upon a motion by Mrs. Dawson, second by Ms. Woods and unanimously approved to Adopt Resolution No. 7821, authorizing Mayor Friday Ellis to submit an application for state financial assistance to the State of Louisiana Department of Transportation and Development, Division of Aviation (La Dotd) for the Monroe Regional Airport and further providing with respect thereto. (There were no public comments).

Department of Community Affairs: Public Comment:

(a) Upon a motion by Mr. Marshall, second by Mrs. Dawson and unanimously approved to remove from the agenda to Adopt a Resolution authorizing a Management Agreement between the City of Monroe and Donald Walters as Golf Director and further providing with respect thereto. (There were no public comments).

(b) Upon a motion by Mr. Marshall, second by Mrs. Dawson and unanimously approved to remove from the agenda to Adopt a Resolution requesting to reject all bids received on September 30, 2020 for the Masur Museum of Art Storm Damage Repair and re-advertise said project, and further providing with respect thereto. (There were no public comments).

(c) Upon a motion by Mr. Harvey, second by Mr. Marshall and unanimously approved to Adopt Resolution No. 7822, authorizing Stacey Rowell, Director of Administration, to enter into and execute a Fifty Month Equipment Lease Agreement with Golf Cars of Louisiana and further providing with respect thereto. (There were no public comments).

Police Department: Public Comment: None.

Fire Department: Public Comment: None.

Engineering Services: Public Comment:

(a) Upon a motion by Ms. Woods, second by Mr. Marshall and unanimously approved to Adopt Resolution No. 7823, accepting as substantially complete work done by and between the City of Monroe and C W & W Contractors, Inc., for the Bayou Lane Drainage Improvements Phase I Project, and further providing with respect thereto. (There were no public comments).

(b) Upon a motion by Mrs. Dawson, second by Mr. Marshall and unanimously approved to Adopt Resolution No. 7824, accepting as substantially complete work done by and between the City of Monroe and Smith Machine Works, LLC, for the Calypso Pump Station Temporary Stabilization Project, and further providing with respect thereto. (There were no public comments).

(c) Upon a motion by Mr. Marshall, second by Mrs. Dawson and unanimously approved to Adopt Resolution No. 7825, authorizing the Purchasing Manager to advertise for bids on the North Guardrail Replacement Project. The estimated cost of this project is $41,595.95. the DBE Goal is 0% and source of funds Capital Infrastructure Sales Tax Street Funds. (There were no public comments).

(d) Upon a motion by Mrs. Dawson, second by Mr. Marshall and unanimously approved to Adopt Resolution No. 7826, authorizing an authorized city representative, to execute Change Order No. One (1) to the City Street Striping Phase IV Contract, between the City of Monroe and Highway Graphics, LLC, for an increase in the contract amount of $9,471.50 and an increase in the contract time of 60 days and further providing with respect thereto. (There were no public comments).

(e) Upon a motion by Mr. Marshall, second by Mr. Harvey and unanimously approved to Adopt Resolution No. 7827, authorizing an authorized city representative, to enter into and execute Supplemental Agreement No. 4 to a contract with Burns & McDonnell Engineering Company, Inc, to provide professional engineering services for the Water Treatment Plant Renovation and Expansion Project and further providing with respect thereto. (There were no public comments).

BREAK IF NEEDED:

INTRODUCTION OF RESOLUTIONS & ORDINANCES: Public Comment:

(a) Upon a motion by Mrs. Dawson, second by Mr. Marshall and unanimously approved to Introduce an Ordinance authorizing the City of Monroe to take corporeal possession of the property described below and sell to Marisa Wilson all rights, title and interest that the City may have acquired to the lot in Lots 23 & 24 Parlor City Industrial Sub of Sq 27 Terminal Heights, No Street Address On Thomas Ave., Ouachita Parish, District 5, Monroe, La, by Adjudication at Tax Sale dated June 24, 2015, and further with respect thereto. (Legal) (There were no public comments).

(b) Upon a motion by Mrs. Dawson, second by Mr. Marshall and unanimously approved to Introduce an Ordinance authorizing the City of Monroe to take corporeal possession of the property described below and sell to Marisa Wilson all rights, title and interest that the City may have acquired to the easterly 60 ft of Lots 23 & 24 Parlor City Industrial Sub of Sq 27 Terminal Heights, Ouachita Parish, 821 Thomas St., District 5, Monroe, La, by Adjudication at Tax Sale dated June 24, 2015, and further with respect thereto. (Legal) (There were no public comments).

(c) Upon a motion by Mr. Marshall, second by Mrs. Dawson and unanimously approved to Introduce an Ordinance establishing a twelve (12) month Moratorium upon the receipt and processing of all applications for Certificates of Occupancy, Building Permits and any other land use development approvals associated with used tire stores; setting a public hearing date and further providing with respect thereto. (P&Z) (There were no public comments).

Comments: Ms. Woods said there was already a used tire store moratorium and asked if this was a new one. Ms. Poret said this moratorium was dealing with the penalty phase of enforcement. Mr. Marshall asked if having a bay at the stores being enforced; Mr. Creekbaum said they would like to speak with the state legislation because the enforcement is not as streamlined as they want it to be for it to be effective. He said there is already a pending application for one and it is working through the established process. Ms. Poret said the officers would continue to work with the existing businesses to get them into the compliance. Ms. Woods asked if there was anything in place to require the stores to place a fence around the store, because they are eyesores. Ms. Poret said some are not suppose to have that many tires and they can get a storage unit to put tires away, there are DEQ requirements to be followed and most tires are to be taken away; they can come into compliance or be brought to environmental court and be fined. Mrs. Ellen Hill said there was a code enforcement officer specifically working on this and they check on them on a very regular basis; also, the zoning administrator works with the code enforcement officer to make sure they understand what building a bay means. Mr. Harvey asked what the penalty for noncompliance was; Mr. Creekbaum explained the current process and the need to change it to a more administrative compliance instead of the criminal type compliance; they are working on the enforcement mechanism. Mr. Harvey asked for the number of tire stores in city; Ms. Poret said she didn't' have an exact number, maybe 10 and Mr. Harvey asked what percentage she thought were in compliance with the code and if it was greater than 50 percent; Ms. Poret said she doubted that it was greater than 50 percent; Mr. Harvey asked if this was a condition of getting a certificate of occupancy as it is being renewed each year; Ms. Poret said this was the problem, they are not and can't bring them to court without the proper penalties; Mr. Harvey said in reference to Ms. Hill and there is a code enforcement officer that is spending a significant amount of time on it, but if there is nothing they can do about it, not sure if that code enforcement officer is using the best use of their time at this stage, if there is not a resolution; Mrs. Hill said code enforcement can also bring cases based on nuisance and right now they are using the nuisance component of the ordinance trying to ensure they comply by cleaning up and having so many tires can be nuisance violations and this is why the ordinance need to be worked on to get more teeth to ensure compliance and the fees higher for violating; there is the business license and the certificate of occupancy that goes hand in hand. Mr. Janway commented that public works picks up between 3 to 10,000 used tires a year from vacant lots, the road right of ways and there is a processing fee to get rid of the tires and a lot of the tires are disappearing from the used tire shops and then disposed of illegally and this need to be looked at or the situation will never be controlled.

(d) Upon a motion by Ms. Woods, second by Mr. Marshall and unanimously approved to Introduce an Ordinance adopting and amending the Zoning Map for the City of Monroe, Louisiana and authorizing the Clerk to publish notice of a Public Hearing to rezone a ±10-acre tract of land presently located in Ouachita Parish from B-3, General Business/Commercial District to B-4, Heavy Commercial District to allow the applicant to operate a drive-in theatre and other outdoor commercial, recreational activities, and is more particularly described as follows: 1101, 1201, 1203 and 1205 Louisville Avenue –APPLICANT: Stephen Carroll – (P&Z)

Comments: Ms. Woods asked Mr. Carroll how his business was going and for more information on his business; Mr. Carroll explained that due to the hurricane it has been slowed up, but just like any start up business that you will have growing pains. This location is a better venue for the drive in theater due to parking, etc. He presented a PowerPoint on his preliminary theater site business plan. Mr. Marshall asked how easy it would be for patrons to get in and out of the site location and Mr. Carroll explained the 8-10 ways of exiting. Mayor Ellis thanked Mr. Carroll for his patience and desire to do business with the City of Monroe. Ms. Woods welcomed him to District Ms. V. Wright commented regarding the project and inquired about the aesthetics; Mr. Carroll presented her information on the aesthetics. Ms. Woods commented about the outside of the fencing aesthetics; Mr. Carroll explained what the outside of the fencing aesthetics would look like.
Mr. Damian Coleman inquired of an evacuation directional map and Mr. Carroll explained his security detail, along with evacuation protocol.

(e) Upon a motion by Mr. Marshall, second by Mr. Harvey; Voting YES: Harvey, Marshall, Dawson; Voting NO: Woods; and approved to Introduce an Ordinance authorizing the execution of a Cooperative Endeavor Agreement by and among the City of Monroe, State of Louisiana and the Downtown Economic Development District of the City of Monroe, State of Louisiana, relating to the collection, use and expenditure of Ad Valorem Property Tax and Sales Tax Increments in said district, and providing for other matters in connection therewith. (Admin.)

Comments: Ms. Gloria Walker asked for explanation of the agenda item; Mr. Bratton, DEDD, explained there was an advalorem tax submitted to Council for the funding of downtown projects and this doesn't create any new taxes. Mr. Marshall asked if there would be additional sales taxes and Mr. Bratton said no additional taxes and explained the benchmarks made in 2010 for the downtown district; he said the district would cap at $500,000 from the property and sales taxes as economic expansion take place in the district. Mrs. Rowell commented to have a more realistic figures such as $125,000 incrementally and being capped at $500,000 and anything over that amount goes to the City; she said you want to grow the district and it ultimately brings money back into the city general fund. Mr. Marshall asked if it was a good time to implement during the pandemic, hurricane and tornadoes and there are other things needed in other areas such as repairs in District 4. Mr. Bratton explained the tax and how it was created to incentivize economic development of the district and how the projects have matched funding with 80/20 matches for improvement to drainage, utility facilities, lighting and security; it is a goal to increase the viability and to improve the infrastructure to get more businesses and residences located in the area. Ms. Woods stated this was voted down years ago when it came before the council, and she voted yes for it at that time; she asked if it was new tax dollars or coming from monies that are already pulling from; Mr. Bratton said this years sales tax for 2020 may come in at one million dollars and the implemental increase would be for 2021 and from December 31, 2020-December 31, 2021 at $1.6 million sales tax amount collected within the district would be that increase and no additional taxes are applied to anyone. Ms. Woods asked what would happen if the taxes remained flat and there was no increase; Mr. Bratton commented if they remained flat, they wouldn't get anything, and all dollars are back in the city budget. Mr. Harvey said it was capped at $500,000 and if it was $1.6 million collected, then $500,000 would go to the district and $100,000 would go to the general fund. It's an infrastructure project designed to grow the pie and allocate funds for development; Mrs. Rowell said they are nowhere near those numbers right now. Mrs. Rowell explained the incremental sales taxes collecting process.

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

Open Public Hearing/Public Comment/Close Hearing: Chairman Harvey opened the public hearing and seeing no one come forward, the hearing was closed.

(a) Upon a motion by Mr. Marshall, second by Mr. Harvey and unanimously approved to Finally adopt Ordinance No. 12,019, amending provisions of Chapter 4 (Alcoholic Beverages) to remove the Class F Alcohol License and further providing with respect thereto. (Admin.)

Comments: Councilwoman Woods asked for total amount of current facilities in the city; Assistant City Atty Creekbaum said there were currently three license holders. Ms. Woods explained there was a key club in her district and was concerned about how this amendment would if any affect them; Mr. Fred Handy, President of the key club explained their membership and the establishment. Chairman Harvey asked Atty. Creekbaum the relevancy of this to the state standards and Atty. Creekbaum stated the state doesn't license bottle clubs and it is an antiquated classification from the 80's and the state has never regulated and it is an extra classification created under local ordinances. Mr. Handy's explanation falls under a private club and it may come under the city's future legislation. Mayor Ellis explained that the state is a BYOB state and if someone wanted to come into an establishment with the permission of the owner and serve themselves, then they could do that. He said Mr. Handy may have been paying this $100 fee and there is a state law that allows someone to come in a drink for free and that is as long as the owner of the establishment is not touching the alcohol and serving the patrons; if the owner is pouring the patron a drink, then the state does require responsible vendors; he said he doesn't see this amendment having any impact to Mr. Handy's business that would shut it down, if he is not serving or selling alcohol; Mr. Creekbaum said the bottle club license was a creature of local ordinance that was adopted decades ago and under current state regulations, it is not one needed in the city's ordinances. Ms. Woods asked if the key club in her district could continue as they have been operating. Mr. Creekbaum said he would research it to provide a formal legal opinion. Mr. Handy asked if the Class F license was issued to have liquor on the premises. Mr. Creekbaum said the Class F license is considered a BYOB license in Monroe and state law does not regulate this type of license designation and are out of line with state law with this additional license and it's an effort to bring in line with what the state does or doesn't allow. Mr. Marshall told Mr. Handy, that his club would be considered such that of a Fraternity house. Ms. Dawson asked if this ordinance specified a certain number of people that could be a part of the club without having to pay the fee or is it considered to be a BYOB and you pay the fee because you are having a party or you are selling, or serving alcohol; Mr. Creekbaum said there was no minimum person restriction and believe it would be two different licenses and a private club is close to what Mr. Handy has, when there are dues paying members and it's restricted to a certain amount of people. Mayor Ellis thanked Mr. Handy for his business in the community.

Monroe City Council Legal and Regular Session
October 13, 2020
6:00 p.m.
City Council Chambers-City Hall
MINUTES

Citizen's Participation

1. Mennon Campbell, citizen, spoke regarding the recent crime and the timely prosecution of the offenders and the time for change to help keep the people safe.

2. Gloria Walker, citizen, thanked Public Works for picking up the trash and she recognized several citizens in the city for their work.

3. Kyrston Brooks, citizen, spoke regarding an incident that occurred between she and the local law enforcement.

4. Damian Coleman, citizen, spoke regarding concerns in the Parkview Apartments.

5. Rodney McFarland, Sr., citizen, spoke regarding being safe during Covid and also regarding the current use of the city dump.

6. Tony Jackson, citizen, spoke regarding traffic issues in the areas of Sherrouse and Louberta.

7. Tommy Hayes, citizen, spoke to introduce himself as he is a candidate in the upcoming election for District Court Judge Division B.

There being no further business to come before the Council, the meeting was adjourned at 8:02 p.m., upon a motion of Mrs. Dawson and seconded by Ms. Woods. (There were no public comments).

Mr. Douglas Harvey
Council Chairman

Ms. Carolus S. Riley
Council Clerk

Ms. Jacqueline Benjamin
Council Secretary

***For extended details on the Council meeting please call the Council Clerk, Monday-Friday at 329-2252; also, a recording of the minutes can be sent via email to you.**

CITY OF MONROE, LOUISIANA
LEGAL DEPARTMENT
CIVIL DIVISION
TEL (318)329-2240 FAX (318)329-3427
400 Lea Joyner Memorial Expressway
P.O. Box 123
Monroe, Louisiana 71210-0123

ANGIE D. BALDWIN
City Attorney

BRANDON W. CREEKBAUM
Assistant City Attorney

MEMO

DATE: October 13, 2020

TO: CAROLUS RILEY

FROM: BROWNIE BARBO

RE: CONDEMNATIONS FOR CITY COUNCIL ON OCTOBER 27, 2020

Please place the following condemnations on the Agenda for the City Council on October 27, 2020.

1. 1013 South 6th Street (D4) (Owner Robert L. & Rhonda H. Golemon)
2. 3001 Renwick Street (D3) (Owner Melvin Tatum, Sr., et al)
3. 1610 South Grand Street (D4) (Owner Rosalind J. Loyd)

cc: Ellen Hill
Casey Starr
Catherine Robinson
Stacie West
Karen Goree
Jimmie Bryant
Hubert Murphy
Stacy Newbill

TAXATION & REVENUE

City of Monroe, Louisiana

MAYOR - COUNCIL GOVERNMENT

MEMO

To: Stacey Rowell
Director of Administration

From: Tim Lewis
Tax & Revenue Director

Re: New for 2020(October 27, 2020)

Date: October 16, 2020

Class A

CONCESSION STAND
428 DESIARD STREET
MONROE, LA 71201

OWNER: ROY J. ARTHUR

CO-CLEARED
DISTANCE REPORT CLEARED
SALES TAX CLEARED

TAXATION & REVENUE DIVISION
P. O. BOX 123 • MONROE, LA 71210-0123 • PHONE 318-329-2220 • FAX 318-329-2362

TAXATION & REVENUE

City of Monroe, Louisiana

MAYOR - COUNCIL GOVERNMENT

MEMO

To: Carolus Riley
City Council

From: Tim Lewis
Tax & Revenue Director

Re: Renewal for 2021 (October 27, 2020)

Date: October 16, 2020

Class A

1. COURTYARD MONROE-4915 PECANLAND MALL-SUSAN SCHULTE
2. CONCESSION STAND-428 DESIARD- ROY J. ARTHUR
3. RESIDENCE INN MONROE-4960 MILLHAVEN-SUSAN SCHULTE
4. ENOCH'S INC-507 LOUISVILLE AVE-JOHN JETER
5. BAYOU BOWL-100 HORSESHOE LAKE-ERIC&LAUREN CUSIMANO
6. WAREHOUSE #1-1 OLIVE STREET- JANICE MASON
7. LONGHORN STEAKHOUSE#5353-4461 PECANLAND -RARE HOSP.
8. APPLEBEE'S-4911 PECANLAND -APPLE ARKANSAS
9. EL AZTECA-4075 STERLINGTON RD-YAHVE CAMARENA
10. AZTECA GRILL-3610 DESIARD-YAHVE CAMARENA
11. AVOCADO'S-905 N. 18TH ST.-YAHVE CAMARENA
12. MAGIC GRILL II-1210 N. 18TH ST.-MICHAEL RODRIGUEZ

TAXATION & REVENUE DIVISION
P. O. BOX 123 • MONROE, LA 71210-0123 • PHONE 318-329-2220 • FAX 318-329-2362

CLASS B

1. CORNER MARKET 73-1901 N. 18TH ST.-OMAIR BASHIR
2. SMOKER'S EXPRESS#11-3405 DESIARD-SUBASH BANIYA

CLASS C

1. CORMIER'S RESTAURANT-1205 FORSYTHE-LARRY CORMIER

CLASS D

1. DELTA MINI MART#5-2301 FORSYTHE-J.W. LOFLIN

CLASS E

1. LOTUS CLUB -130 DESIARD-LOTUS CLUB OF MONROE, INC.

CLASS G

1. CHOICE BRANDS-310 POWELL -FRANK ELKINS III
2. SOUTHERN GLAZER'S -2930 COMMERCE-SOUTHERN GLAZER -LA,LLC

RESOLUTION

STATE OF LOUISIANA

CITY OF MONROE NO.: _____

The following Resolution was offered by Mr./Mrs. _____.

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

A RESOLUTION AUTHORIZING FRIDAY ELLIS, MAYOR TO ENTER INTO AND EXECUTE AN MEMORANDUM OF UNDERSTANDING (CONTRACT) BY AND BETWEEN THE CITY OF MONROE AND COMMUNITY-BASED DEVELOPMENT ORGANIZATION (CBDO) AHAYAH COMMUNITY DEVELOPMENT CORPORATION UP TO THE AMOUNT OF $140,000.00 FROM THE HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) M-19-MC-22-0206, AND UP TO THE AMOUNT OF $25,000.00 FROM THE COMMUNITY DEVELOPMENT BLOCK PROGRAM (CDBG) B-19-MC-22-0206 AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT RESOLVED, by the City Council of the City of Monroe, Louisiana, in a legal and regular session convened authorized the execution of a Memorandum of Understanding (contract) between the City of Monroe and Community-Based Development Organization (CBDO) AHAYAH Development Corporation to provide up to $140,000.00, from M-19-MC-22-0206 HOME Investment Partnership Funds and up to $25,000.00 from the Community Development Block Grant Program (CDBG) B-19-MC-22-0206. HOME & CDBG funds are to be used as specified under the terms and conditions of the Memorandum of Understanding (contract), a copy of which is attached hereto and made a part hereof, by and is hereby accepted.

BE IT FURTHER RESOLVED that Friday Ellis, Mayor, or his designee be and is hereby authorized to enter and execute said Memorandum of Understanding (contract) on behalf of the City of Monroe.

This Resolution having been submitted in writing and adopted at a public meeting of the City Council of Monroe, 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 _____, 2020.

_____
CHAIRMAN

_____
CITY CLERK

THE STATE OF LOUISIANA §
§ **Community Development Block Grant**
PARISH OF OUACHITA § **& HOME Investment Partnership Grant Agreement**

THIS AGREEMENT is made and entered into on this _____ day of _____, **2020** between **AHHYAH Community Development Corporation,** which is located at **107 Ashford Drive Apt. 2524 West Monroe, LA 71291**(hereinafter "SUBRECIPIENT"), and the **CITY OF MONROE, LA** (hereinafter "CITY").

IN CONSIDERATION of the covenants and agreements hereinafter contained, CITY and SUBRECIPIENT hereby contract as follows:

I.
Agreement to Disburse Funds

Upon the terms and conditions hereinafter stated, CITY agrees to disburse **46th Year (2020-2021)** under the HOME Investment Program $140,000 for reconstruction of 1415 Griffin Street ("grant funds") and no more than $25,000 in soft costs & demolition of property from the Community Development Block Grant (CDBG) Program as described in **Exhibit "C"**, to SUBRECIPIENT in support of SUBRECIPIENT's Program as described in **Exhibit "A"**, Scope of Services, and in **Exhibit "B"**, Project Schedule & Milestones, (hereafter "PROGRAM"), said exhibits attached hereto and incorporated herein as if written word-for-word.

The parties expressly understand and agree that the CITY's obligations under this Agreement are contingent upon the actual receipt of adequate grant funds from the U.S. Department of Housing and Urban Development (hereinafter "H.U.D."). If adequate grant funds are not received by the CITY, the CITY shall have no further obligations or liabilities under this Agreement. **It is expressly understood that this Agreement in no way obligates the General Funds or any other monies or credits of the City of Monroe.**

II.
Term of Agreement

This Agreement shall commence on date Agreement is signed by all parties and shall run until **April 30, 2021**. It is further contemplated by all parties that, upon showing by SUBRECIPIENT it has fulfilled the terms of this Agreement, disbursements will have accrued beginning **May 1, 2020**.

III.
Scope and Objectives of Work Contemplated by PROGRAM

SUBRECIPIENT shall conduct, in a satisfactory manner as determined by the CITY and the U.S. Department of Housing and Urban Development ("H.U.D."), a

Community Development Block Grant Program, pursuant to 24 C.F.R. Part 570. The scope and performance of the services of the PROGRAM shall be in accordance with the following documents:

1. **Exhibit "A"** – Scope of Services
2. **Exhibit "B"** – Project Schedule & Milestones
3. **Exhibit "C"** – Program Budget
4. **Exhibit "D"** – Certification for Contracts, Grants, Loans, and Cooperative Agreements
5. **Exhibit "E"** - Affidavit Against Prohibited Acts (Louisiana Penal Code – Offenses Against Public Administration)
6. **Exhibit "F"** - Applicable Laws and Regulations
7. **Exhibit "G"** - Audit Certification
8. **Exhibit "H"** - Part 200 Data Elements and Requirements
9. **Exhibit "I"** - Resolution with the grant amounts to subrecipients based off the publication of HUD FY20 CDBG allocations
10. **Exhibit "J"** - Certification of National Objective

All above exhibits are incorporated herein by reference as if written word-for-word. If any of the above exhibits require separate execution, SUBRECIPIENT hereby agrees to execute said exhibit and return such to CITY.

In addition, the proper acknowledgment must be given to the City of Monroe and the Community Development Block Grant Program by including the following statement on all printed programs, publicity, website, publications or documents related to the Community Development Block Grant PROGRAM: "The services provided by **AHAYAH Community Development Corporation** are made possible in part through a Community Development Block Grant from the City of Monroe through the U.S. Department of Housing and Urban Development." SUBRECIPIENT shall also prominently display this acknowledgment in any SUBRECIPIENT facility or on any SUBRECIPIENT property where the PROGRAM is to be performed.

SUBRECIPIENT's status shall be that of an independent contractor and not an agent, servant, employee, or representative of the CITY in the performance of this Agreement. No term, provision, or Act by SUBRECIPIENT or CITY under this Agreement shall be construed as changing that status.

IV.
Intended Beneficiaries

The intended beneficiaries of this Agreement are those persons within the City of Monroe in need of services provided by SUBRECIPIENT under this Agreement, at least fifty-one percent (51%) of whom shall be of low and moderate-income as defined by H.U.D., and is subject to change without notice. SUBRECIPIENT shall establish,

maintain, and submit to CITY documentation concerning PROGRAM beneficiaries in a form acceptable to CITY's Office of Strategic Initiatives staff.

V.
Consideration Furnished by CITY and Limit of CITY's Disbursement

In consideration of performance of the PROGRAM, the CITY shall pay SUBRECIPIENT the above specified grant funds, said amount to be paid upon submission of appropriate documentation and invoices to CITY as stipulated by CITY's Office of Strategic Initiatives staff. Payment shall be made upon submission of proper invoices, provided services have been satisfactory, and that any and all service delivery data requested by CITY has been furnished. Invoices shall not be submitted, and payment shall not be made more often than once every thirty (30) days throughout the term of this Agreement.

SUBRECIPIENT shall establish, maintain, and submit to CITY documentation concerning PROGRAM expenditures in a form acceptable to CITY's Office of Strategic Initiatives staff. All PROGRAM costs must be reasonable, necessary, and consistent with policies and procedures of the City of Monroe, SUBRECIPIENT, and H.U.D. The costs must be accorded consistent treatment and must be determined to be in accordance with generally accepted accounting principles. The CITY reserves the right to audit all budgets, work schedules, and accounts. SUBRECIPIENT further agrees to comply with 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.

Disbursed funds must be deposited in a depository having federal depository insurance. SUBRECIPIENT agrees that CITY, H.U.D., 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 PROGRAM, for the purpose of making audit examinations, excerpts, and transcriptions. This shall include timely and reasonable access to SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. SUBRECIPIENT shall include a provision securing this right in any contract entered into with third parties relative to the use of grant funds. CITY shall not be liable to SUBRECIPIENT for any costs which:

1. Have been reimbursed to SUBRECIPIENT or are subject to reimbursement to SUBRECIPIENT by any source other than CITY;

2. Are not allowable costs, as set forth in the 2 C.F.R. Part 200 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 or expiration of this Agreement; or

5. Are not incurred during the term of this Agreement.

SUBRECIPIENT shall 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 strictly in accordance with the terms of this Agreement. Such refund shall be made by SUBRECIPIENT within fifteen (15) days after request by CITY.

Any grant funds allocated by the City of Monroe for this PROGRAM which have not been invoiced by SUBRECIPIENT within sixty (60) calendar days after the ending date of this Agreement shall be returned to the CITY and shall revert to the HOME Investment Partnership Program & Community Development Block Grant Program to be allocated for other activities.

VI.
Administrative Requirements

SUBRECIPIENT agrees to comply with 2 C.F.R., Part 200, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

SUBRECIPIENT shall administer its program in conformance with 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. These principles shall be applied for all costs incurred, whether charged on a direct or indirect basis.

VII.
Program Income

No PROGRAM income is anticipated. In the event there is PROGRAM income derived from the use of HOME & CDBG funds disbursed under this Agreement, such PROGRAM income shall be retained by the SUBRECIPIENT for use in the Community Development Block Grant Program. In the event, there is a program income balance at the end of the Program Year, such balance shall revert to the CITY's Community Development Block Grant Program and HOME Investment Partnership Program for further reallocation.

VIII.
Reversion of Assets

Within ninety (90) days after expiration of this Agreement, SUBRECIPIENT shall transfer to CITY any grant funds allocated by the City of Monroe for this PROGRAM which have not been invoiced by SUBRECIPIENT within sixty (60) calendar days after

the end date of this Agreement and any accounts receivable attributable to the use of CDBG & HOME funds. In addition, any real property under SUBRECIPIENT's control that was acquired or improved in whole or in part with grant funds in excess of $25,000 shall either be:

1. Used to meet one (1) of the national objectives listed in 24 CFR 570.208 (benefit at least 51% low and moderate-income persons, aid in the prevention or elimination of slum or blight or meet community development needs having particular urgency because they pose a serious and immediate threat to the health or welfare of the community) for five (5) years after the expiration of the Agreement; or

2. Disposed of in a manner that results in the CITY being reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-grant funds for the acquisition of or improvement to the property. Such reimbursement shall not be required if disposition occurs more than five (5) years after the expiration of this Agreement.

IX.
Monitoring and Recordkeeping

The CITY's Office of Strategic Initiatives staff will monitor and evaluate the SUBRECIPIENT's progress on PROGRAM performance. The SUBRECIPIENT will establish and maintain appropriate documentation to verify stated performance objectives and will submit such documentation to the CITY's Office of Strategic Initiatives staff when requested, which will be at least monthly during the term of this Agreement or more often if deemed necessary. The SUBRECIPIENT further agrees to on-site monitoring by representatives of the CITY and H.U.D. The CITY's Office of Strategic Initiatives staff will establish a baseline level of monitoring for the SUBRECIPIENT at the beginning of the Agreement. The level of monitoring can be adjusted during the term of this Agreement for reasons such as non-compliance with Agreement provisions, failure to meet performance objectives, failure to submit accurate and timely required monthly reports, findings identified from monitoring, staff turnover in key positions of the subrecipient's organization, and other changes that increase the risk of the CITY in administering the grant funds, in accordance with the CITY's and H.U.D.'s regulations and policies. It shall be at the CITY's sole discretion when, and for predetermined reasons, to adjust the level of monitoring.

Level 1: All SUBRECIPIENTs will receive Level 1 monitoring. Monthly reports are desk monitored by the CITY's Office of Strategic Initiatives staff to ensure substantiation of the reimbursement of expenditures and accuracy of program progress.

Level 2: SUBRECIPIENTs deemed at medium risk per the Risk Analysis will be subject to Level 2 monitoring. In addition to all items in Level 1, Level 2 will include on-site monitoring visits conducted by Office of Strategic Initiatives staff who will review documentation at the SUBRECIPIENT's administrative office and service delivery site.

Level 3: SUBRECIPIENTs deemed at high-risk per the Risk Analysis will be assessed by CITY staff for Level 3 monitoring. All Level 3 SUBRECIPIENTs will receive on-site monitoring from Office of Strategic Initiatives staff and, if necessary, the CITY's Internal Audit staff will monitor the SUBRECIPIENT in conjunction with Office of Strategic
Initiatives staff.

Additionally, if the SUBRECIPIENT has non-compliance issues during the grant year that increase the risk of administering grant funds, it could result in the SUBRECIPIENT providing monthly unaudited financial statements to the CITY and/or a letter from an external auditor indicating the internal controls of the SUBRECIPIENT are adequate for the size and scope of work of the SUBRECIPIENT. The cost of this service will be paid by the CITY.

In support of the CITY's compliance with federal monitoring requirements, including those set forth in 2 C.F.R. 200.302 and 200.328, SUBRECIPIENT shall submit to the CITY's Office of Strategic Initiatives staff a copy of an annual independent audit covering the Agreement period, together with any accompanying management letters. If the SUBRECIPIENT's fiscal year does not correspond to the term of this Agreement, audits covering the term of this Agreement will be submitted. Any audits provided to the CITY 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 the CITY within nine (9) months of the end of the SUBRECIPIENT's fiscal year or within forty-five (45) days of acceptance and review by SUBRECIPIENT, whichever comes first. In the event SUBRECIPIENT is allocated federal funds totaling $750,000 or more in one year, SUBRECIPIENT shall be required to complete **Exhibit "G"** and 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.

The CITY reserves the right to conduct additional financial and compliance audits of funds received and performances rendered under this Agreement. All SUBRECIPIENT records, with respect to any matters covered by this Agreement, shall be made available to the CITY, H.U.D., and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Should the CITY deem such additional audits necessary, and any irregularities are discovered

during such audit, the SUBRECIPIENT shall reimburse the CITY the expense of such audit.

SUBRECIPIENT shall be liable to CITY for any costs disallowed pursuant to financial and compliance audit(s) of grant funds received under this Agreement. Reimbursement to CITY of such disallowed costs shall be paid by SUBRECIPIENT from funds which were not provided or otherwise made available to SUBRECIPIENT under this Agreement.

SUBRECIPIENT shall maintain all records required by the federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include, but are not limited to:

Records providing a full description of each activity undertaken;

Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

Records required determining the eligibility of activities;

Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

Financial records as required by 24 CFR 570.502, and 2 CFR 200.302; and

Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.

SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but are not limited to, client income level or other bases for determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request.

In addition to the reports and documentation required above, SUBRECIPIENT shall submit to CITY the following reports:

1. SUBRECIPIENT shall submit a monthly Financial Status Report and Performance Report on or before the tenth (10th) day of each month of the term of this Agreement;

2. SUBRECIPIENT shall submit a final Financial Status Report to CITY within forty-five (45) days after the end of the term of this Agreement. Failure of SUBRECIPIENT to provide a full accounting of all funds

expended under this Agreement within ninety (90) days shall be reason to deny or terminate any future contracts with SUBRECIPIENT; and

3. SUBRECIPIENT shall submit a final Performance Report no later than forty-five (45) days after the end of the term of this Agreement.

This Agreement, and all records above and otherwise pertaining to such Agreement, shall be maintained by both SUBRECIPIENT and CITY for a period of five (5) years after final payment is made and all other pending matters are finalized.

If SUBRECIPIENT fails to submit, in a timely and satisfactory manner, any report or response required by this Agreement, including responses to monitoring reports, CITY may withhold payments otherwise due to SUBRECIPIENT hereunder. If CITY withholds such payments, it shall notify SUBRECIPIENT, in writing, of its decision. Payments may be withheld by CITY until such time as the delinquent obligations for which funds are withheld are fulfilled by SUBRECIPIENT. If the delinquent report or response is not received within forty-five (45) days of its due date, CITY may suspend or terminate this Agreement and seek repayment of all grant funds provided under this Agreement. If SUBRECIPIENT receives CDBG & HOME funds from CITY under two (2) or more Agreements, funds may be withheld, or this Agreement suspended or terminated for SUBRECIPIENT's failure to submit a report or a response (including a report or audit) to address the delinquency under the prior grant program Agreement.

SUBRECIPIENT's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, submitting final program reports, and disposing of program assets.

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG or HOME funds, including program income.

X.
AMENDMENTS

SUBRECIPIENT may request minor budget revisions to this Agreement at any time prior to the last quarter of the term of Agreement provided such amendments are between approved line items. SUBRECIPIENT must request budget revisions in writing, and revisions must be signed by the duly authorized representative of the SUBRECIPIENT. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or SUBRECIPIENT of its obligations under this Agreement. The CITY may, at its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be

undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both CITY and SUBRECIPIENT.

XI.
Prevention of Fraud and Abuse

SUBRECIPIENT 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 proper and effective management of all PROGRAM and fiscal activities funded by this Agreement. SUBRECIPIENT'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.

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

SUBRECIPIENT 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.

XII.
Conditions for Religious Organizations

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in CDBG or HOME programs. SUBRECIPIENT may not use grant funds to support inherently religious activities, such as worship, religious instruction, or proselytization. If SUBRECIPIENT engages in these activities, the activities must be offered separately, in time or location, from the PROGRAM funded with grant funds, and participation must be voluntary for the beneficiaries of the PROGRAM. If SUBRECIPIENT is a religious organization, it shall not discriminate against a PROGRAM beneficiary or prospective PROGRAM beneficiary on the basis of religion or religious belief. If SUBRECIPIENT is a religious organization, it should refer to 24 C.F.R. Part 570 and the Federal Register (68 FR 56396) for rules and regulations relative to the participation of faith-based organizations in certain H.U.D. Programs.

XIII.
Lobbying

SUBRECIPIENT shall provide certification (*see* **Exhibit "D"**) to CITY that 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 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, SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

XIV.
Procurement of Goods and Services From Historically Underutilized Businesses

As a matter of policy with respect to CITY projects and procurements, CITY also 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, SUBRECIPIENT 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.

XV.
Hatch Act

SUBRECIPIENT 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.

XVI.
Indemnification

SUBRECIPIENT SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF MONROE, ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH SUBRECIPIENT'S OPERATION OR THE EXPENDITURE OF FUNDS AUTHORIZED BY THIS AGREEMENT, OR ANY SERVICES PROVIDED BY SUBRECIPIENT FUNDED OR PARTIALLY FUNDED BY THIS AGREEMENT. SUCH INDEMNIFICATION SHALL APPLY WHERE THE CLAIMS, LOSSES,

DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR PART FROM THE NEGLIGENCE OF SUBRECIPIENT OR THE CITY OF MONROE, THEIR OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES.

IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH SUBRECIPIENT AND THE CITY OF MONROE, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY SUBRECIPIENT TO INDEMNIFY AND PROTECT THE CITY OF MONROE FROM THE CONSEQUENCES OF THE CITY OF MONROE'S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE, IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE.

XVII.
Conflict of Interest

SUBRECIPIENT 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. SUBRECIPIENT shall disclose to 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, elected officials, or appointed officials of CITY or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG or HOME 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 "CDBG" or "HOME" -assisted activity or have an interest in any contract, subcontract, or Agreement with respect thereto, or the proceeds thereunder, 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 Section 92.356, 24 C.F.R., Part 92.

SUBRECIPIENT 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.

XVIII.
Equal Opportunity and Nondiscrimination

In performing under this Agreement, SUBRECIPIENT shall not discriminate against any worker, employee, or applicant for employment on the basis of race, color, creed, religion, age, sex, national origin, familial status, disability, handicap status, nor otherwise commit an unfair employment practice.

SUBRECIPIENT will ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, creed, religion, age, sex, national origin, familial status, disability or handicap status. Such action shall include but are not 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, as well as access to all facilities necessary for any of the above. SUBRECIPIENT 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 into with suppliers of materials or services, contractors, and subcontractors, and all labor organizations furnishing skilled, unskilled, and craft union skilled labor who 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, national origin, familial status, disability or handicap status.

XIX.
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.

XX.
Compliance with Drug-Free Workplace

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

The specific measures that SUBRECIPIENT must take in this regard are described in more detail in subsequent sections of 24 C.F.R. Part 182, Subpart B.

Briefly, those measures are to:

(1) Publish a drug-free workplace statement and establish a drug-free awareness program for SUBRECIPIENT's employees (*see* §§ 182.205 through 182.220); and

(2) Take actions concerning employees who are convicted of violating drug statutes in the workplace (*see* § 182.225); and

(3) Identify all known workplaces under SUBRECIPIENT's federal awards (*see* § 182.230).

XXI.
Nonperformance and Termination

In the event the CITY makes a determination that the provisions of this Agreement have not been performed by either the SUBRECIPIENT or the PROGRAM, CITY may, in accordance with 2 C.F.R. Part 200.338, suspend or terminate this Agreement by notice, in writing, to SUBRECIPIENT if the SUBRECIPIENT 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.

XXII.
Applicable Law

SUBRECIPIENT shall comply with all applicable local, state, and federal laws and shall carry out each activity hereunder in compliance with all federal laws and regulations described in subpart K of 24 C.F.R. Chapter V, as described in Section 570.503(b)(5) of 24 C.F.R. Chapter V.

In accordance with this, SUBRECIPIENT agrees to operate and maintain any facilities, properties, and improvements thereto which are utilized to provide the PROGRAM, in a sanitary, safe, and clean condition in accordance with federal, state, and local laws during the term of this Agreement.

Further, SUBRECIPIENT agrees to comply with all applicable uniform administrative requirements. If SUBRECIPIENT is a governmental entity (including public agencies) the applicable uniform requirements are listed in 24 CFR 570.502(a), as amended. Otherwise, the applicable uniform requirements are listed in 24 CFR 570.502(b), as amended.

XXIII.

Assignment

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

XXIV.
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 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 any and all remedies contained in C.F.R. Part 200.338.

XXV.
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.

XXVI.
Severability

If any of the terms, provisions, covenants, or conditions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated, unless the material benefits or ability to perform hereunder of either party shall be materially impaired thereby.

XXVII.
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.

Notwithstanding anything to the contrary, 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.

XXVIII.
Legal Authority

SUBRECIPIENT represents that it possesses the practical ability and the legal authority to enter into this Agreement, receive and manage the funds authorized by this Agreement, and to perform the services SUBRECIPIENT has obligated itself to perform hereunder.

The person or persons signing this Agreement on behalf of SUBRECIPIENT hereby warrants and guarantees that he, she, or they have been duly authorized by SUBRECIPIENT's governing board to execute this Agreement on behalf of SUBRECIPIENT and to bind SUBRECIPIENT to all terms herein set forth.

CITY shall have the right to suspend or terminate this Agreement if there is a dispute as to the legal authority of either SUBRECIPIENT or the person signing this Agreement to enter into this Agreement or to render performances hereunder. SUBRECIPIENT is liable to CITY for any money it has received from CITY for performance of the provisions of this Agreement, if CITY has suspended or terminated this Agreement for reasons enumerated in this section.

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

AHAYAH Community Development Corporation:

_____	_____
Signature	Signature
_____	_____
Printed/Typed Name	Printed/Typed Name
_____	_____
Printed/Typed Title	Printed/Typed Title

WITNESS:

_____

CITY OF MONROE, LA

By: _____
Stacey Rowell
Director of Administration

EXHIBIT "A"

SCOPE OF SERVICES

Organization: AHAYAH

Program: Reconstruction & New Construction of Housing Stock -CBDO

The major tasks that the Subrecipient 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 that the organization will serve:**

AHAYAH will provide services to low to moderate-income residents of the City of Monroe's Booker T. Washington Neighborhood. Demographics for the BTW Neighborhood is:

- 60% are low-to-moderate income individuals.
- 53.2 % is the poverty rate.
- 17.3% is the unemployment rate as compared to 4.2% citywide.
- 5.9% with a Bachelor's degree or higher
- 97.4% are African American
- Total Population within Census Tract – 3,683
- Poverty Level is at 32%.
- Only 28.8 % have high school diplomas or GED with 48% Female Head of Household.

2. **Describe activities to be performed in detail:**

Responsible for improving the housing stock in Monroe, LA, by rebuilding the housing stock and providing decent, safe, and affordable housing consistent with the City of Monroe's HUD housing program.

EXHIBIT "B"

PROJECT SCHEDULE & MILESTONES

Time Table Schedule

Quarter	Activity	Output Number
Quarter 1: May – July	Activity#1: Planning	Output: # 1 home reconstructed
Quarter 2: August - October	Activity: Blueprint/ drawing of ADA Accessible house; City Council approval	Output: #1 home reconstructed
Quarter 3: November - January	Activity: Construction starts	Output: 1 home reconstructed
Quarter 4: February - April	Activity: Final Walk-thru of home; Ribbon Cutting	Output1 home reconstructed
TOTAL		Output: # of Unduplicated Participants **TOTAL: 1 New Reconstructed Home**

EXHIBIT "C"

PROGRAM BUDGET

Proposed Budget for CBDO Project – May 1, 2020 – April 30, 2021

ACTIVITY	TOTAL BUDGET	JUSTIFICATION	RECEIVED FROM CHDO FUNDS	BALANCE
Reconstruction of 1415 Griffin Street	Up to $140,000.00	Reconstruction		$ 140,000.00
Demolition	Up to $10,000.00	associated costs w/ demolition, cleanup & debris haul off		$ 10,000.00
Soft costs	Up to $15,000.00	Relocation, moving expenses, energy-efficient appliances for homeowner		$ 15,000.00
TOTAL	**HOME Funds: $140,000.00 CDBG Funds: $25,000.00**			

Reconstruction of 1415 Griffin Street:

One (1) single-family dwelling Energy-efficient handicapped accessible home will be built to address the deteriorating housing stock in the B.T.W. Neighborhood.

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 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, 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 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

EXHIBIT "E"

AFFIDAVIT AGAINST PROHIBITED ACTS

THE STATE OF LOUISIANA §
§ **AFFIDAVIT AGAINST PROHIBITED ACTS**
OUACHITA PARISH §

My name is _____. 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 14:120

Title 14: Criminal Law

Chapter 1. Criminal Code

Part VII. Offenses Affecting Organized Government

Subpart B. Bribery and Intimidation

§ 120. Public bribery

EXHIBIT "F"

APPLICABLE LAWS AND REGULATIONS

A. Corrupt influencing is the giving or offering to give anything of apparent present or prospective value to, or the acceptance 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.

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. 2 C.F.R. Part 200 Appendix II 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 effected and the basis for settlement.

IV. Nondiscrimination and Equal Opportunity
Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C. §§2000d *et seq.*); 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";

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;

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.

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;

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;

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.

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 CFR 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."

V. 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.

VI. 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.

VII. 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.

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

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

X. 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,
1. Appropriate action must be taken to protect shelter occupants from the hazards associated with lead-based paint abatement procedures.

XI. 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.

XII. 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.*).

XIII. Environmental Review

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

XIV. 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).

XV. 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.

XVI. See §200.322 Procurement of recovered materials

XVII. 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

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 revised 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 Subpart F Audit Requirements. 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 Subpart F Audit Requirements require 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: _____

Name of Finance Director: _____

Telephone Number of Finance Director: _____

Fiscal Year End: _____

Signature and Date: _____

EXHIBIT "H"

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

i. **Subrecipient/Contractor Name:**_____

ii. **Subrecipient/Contractor's Unique Entity Identifier (DUNS):**_____

iii. **Federal Award Date:**_____

Sub-Award Period of Performance:_____

iv. **Amount of federal funds obligated to Subrecipient/Contractor:**_____

v. **Total Amount of Federal Award committed to Subrecipient/Contractor:**
_____

vi. **Is this award for R & D?** _____

vii. **Federal Award Project description:**_____

viii. **Name of federal awarding agency:**_____

ix. **CFDA Number and Name:**_____

EXHIBIT "I"

Council Resolution

EXHIBIT "J"

CERTIFICATION OF NATIONAL OBJECTIVE

Subrecipient: _____

Activity: _____

I,_____,certify that this activity complies with the National Objective identified in 24 CFR 570.208(a) Activities benefitting low- and moderate-income persons meeting the criteria in paragraph (a)(2) Limited clientele activities. The National Objective Code for this activity is LMC.

By:_____
Signature

_____
Printed Name

_____
Title

_____
Agency

Date Signed:_____

\

RESOLUTION

STATE OF LOUISIANA

CITY OF MONROE **NO._____**

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

A RESOLUTION APPROVING AND AUTHORIZING AN AGREEMENT FOR LOCAL SERVICES BY AND BETWEEN THE CITY OF MONROE AND THE MONROE CHAMBER OF COMMERCE AND FURTHER PROVIDING WITH RESPECT THERETO.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that we do hereby authorize an agreement for services by and between the City of Monroe and the Monroe Chamber of Commerce under the terms and conditions of the proposed agreement, a copy of which is attached hereto and made a part hereof.

BE IT FURTHERRESOLVED, that a designated City representative is hereby authorized and empowered to enter into and execute the above described agreement on behalf of the City of Monroe.

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 _____, 2020.

_____
CHAIRMAN

_____
CITY CLERK

Agreement for Local Services Between
City of Monroe
And
The Monroe Chamber of Commerce

This Agreement, is effective this ____ **day of** _____ **2020**, by and between the City of Monroe, herein represented by the Director of Administration, hereinafter sometimes referred to as the "City" and the Monroe Chamber of Commerce, herein represented by Sue Nicholson, its President and CEO, hereinafter sometimes referred to as the "Chamber".

WITNESETH

Whereas the City of Monroe desires to support services that promote the development and improvement of the City of Monroe; and

Whereas the Monroe Chamber of Commerce has programs which promote opportunities for businesses and local officials to meet and development opportunities for business development;

Whereas the Monroe Chamber of Commerce has programs which facilitate citizens and businesses to come together for employment opportunities in the City of Monroe; and

Whereas the City of Monroe desires to provide support for the programs to be implemented by the Chamber under the terms of this agreement and expects to receive services exceeding the sum paid by the City of Monroe for services rendered hereunder which promotes the general welfare and prosperity of Monroe.

The City of Monroe and the Monroe Chamber of Commerce under the conditions set forth hereinafter do agree as follows:

I. The Chamber agrees to provide the following services, to wit:

1. Periodically coordinate and/or host various events with federal and state officials as it relates to top infrastructure project identified by the City of Monroe;

2. In the event the Chamber host any event, provide the City with ten (10) tickets for such event which could include meetings with Governor Edwards, Senator Cassidy, Senator Kennedy, Louisiana Association of Business and Industry, Public Affairs Research Council, Council for A Better Louisiana, the Northeast Louisiana Legislative Delegation, Northern Exposure and the Speaker of the House and President of the Senate, all of which will provide an arena for the City to hear development plans or areas of concern for the City.

3. Receive and refer inquiries from individuals concerning various City of Monroe services including rental opportunities and/or area economic enhancements.

4. Provide staff services to assist existing businesses that are recruiting new residents to Monroe and assist with retention efforts to ensure these new residents remain in Monroe. The staff assigned to this project shall report directly to the Mayor and the director of Administration for the City of Monroe on an annual basis to report on this endeavor.

5. Provide staff services to attract and expand business opportunities within the City of Monroe. The staff assigned to this project shall report directly to the Mayor and the Director of Administration for the City of Monroe on a quarterly basis with a list of contacts including the type of business, local assistance requirements and expected number of employees if such a venture would succeed.

6. The Monroe Chamber of Commerce will provide all overhead/administrative support consistent with the services referred to herein.

II. The City of Monroe agrees to:

1. Provide $10,000.00 per year to support the services outlined herein by the Monroe Chamber of Commerce for the fiscal year 2020/2021.

III. Reporting: The Monroe Chamber of Commerce will meet quarterly with the Mayor and the Director of Administration to provide an activity report. Said report shall contain a progress report on the deliverables specified herein.

IV. The term of this agreement is for the fiscal year beginning May 1, 2020 and ending April 30, 2021.

Witnesses:

_____ **City of Monroe**

_____ _____

Stacey Rowell, Director of Administration

Witnesses:

_____ **Monroe Chamber of Commerce**

_____ _____

Sue Nicholson, President & CEO

RESOLUTION

STATE OF LOUISIANA

CITY OF MONROE **NO._____**

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

A RESOLUTION CONFIRMING THE APPOINTMENT OF VICTOR A. ZORDAN AS CHIEF OF POLICE OF THE MONROE POLICE DEPARTMENT AND FURTHER PROVIDING WITH RESPECT THERETO.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that we do hereby confirm the appointment of VICTOR A. ZORDAN as the Chief of Police of the City of Monroe, Monroe Police Department.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of _____, 2020.

_____
CHAIRMAN

_____
CITY CLERK

RESOLUTION

STATE OF LOUISIANA **NO._____**

CITY OF MONROE

The following Resolution was offered by _____ who moved for its adoption and was seconded by_____:

ADOPT A RESOLUTION AUTHORIZING A DESIGNATED CITY REPRESENTATIVE TO EXECUTE CHANGE ORDER NUMBER 3 (MLU RUNWAY 14/32 EXTENSION – PHASE 1 CONSTRUCTION) BETWEEN THE CITY OF MONROE AND MERRICK, LLC., FOR A DECREASE OF $218,439.14 TO THE CONTRACT COST OF SAID PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT RESOLVED, by the City Council of the City of Monroe, Louisiana, in legal session convened, that a designated City representative is hereby authorized and empowered to accept and execute any and all documentation in connection with Change Order Number 3 (MLU Runway 14/32 Extension Phase 1) between the City of Monroe and Merrick LLC., for a decrease of $218,439.14 to contract cost of said project.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the ___ day of _____, 2020.

_____
CHAIRMAN

_____
CITY CLERK

4701 Northshore Drive
North Little Rock, AR 72118

TEL 501.376.3633
FAX 501.372.8042

www.GarverUSA.com

MEMORANDUM

Date: October 5, 2020

To: Monroe Regional Airport

Attn: Ron Phillips
Airport Director

From: Mary Fair, PE

RE: Runway 14-32 Extension – Phase 1 Construction
Change Order No. 3
Justification Summary

Copies To: Tom Janway (City of Monroe), Blake Roberson (Garver), Brad Kutchins (Kutchins & Groh)

Mr. Phillips,

Please see the summary below for justification of Change Order No. 3 for the MLU Runway 14-32 Extension – Phase 1 Construction project. Please contact Blake Roberson or me if you have any questions.

Background / Issue
The Monroe Regional Airport has completed the Runway14-32 Extension – Phase 1 Construction project. This change order accounts for the reconciliation of all pay item quantity over- and underruns.

Resolution
These quantities have been measured in the field and were verified and approved by both Garver and the contractor, Merrick Construction. The quantity adjustments reflect the actual installed quantities versus the as-bid estimated quantities which may include contingency, rounding, etc. These actual quantities were included on the final construction pay request.

Benefits
This change order decreased the contract amount by $218,439.14.

GARVER
4701 Northshore Drive
North Little Rock, AR 72118
TEL 501.376.3633
FAX 501.372.8042
www.GarverUSA.com

Construction Contract Change Order

Project: Runway 14-32 Extension - Phase 1 Construction Monroe Regional Airport Garver Job No. 1801-1601	**Change Order No.** 3 **Date Prepared:** March 7, 2020 **Prepared by:** BSM
Owner: City of Monroe 802 North 31st Street Monroe, Louisiana 71201	**Contractor:** Merrick, LLC 1332 Front Street Cottonport, Louisiana 71327

Description of Work Included in Contract
Perimeter Road and Fence Relocation

Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)

A. Reconciliation of over and underruns.

Attachments: NA

Contract Changes	Bid Item No.	Bid Item Description	Unit of Measure	Original Contract Quantity	Contract Unit Price	Revised Contract Quantity	Revised Unit Price	Original Contract Cost	Revised Contract Cost
A.	SS-120-4.3	Contractor's Access Road Repair	SY	1500	$28.00	0	$28.00	$42,000.00	$0.00
A.	SS-271-4.1	Placed Riprap (18" Thickness)	SY	485	$55.00	574	$55.00	$25,575.00	$31,586.50
A.	P-152-4.3	Unsuitable Excavation	CY	6700	$5.84	77	$5.84	$39,128.00	$446.76
A.	P-156-5.1a	Temporary Seeding	ACRE	60	$375.00	0	$375.00	$22,500.00	$0.00
A.	P-156-5.1b	Temporary Sediment Check Dam (Stone)	EA	8	$1,000.00	0	$1,000.00	$8,000.00	$0.00
A.	P-156-5.1d	Temporary Silt Fence	LF	8117	$1.20	1844	$1.20	$9,740.40	$2,212.80
A.	P-156-5.1e	Safety End Treatment Silt Trap	EA	2	$100.00	0	$100.00	$200.00	$0.00
A.	P-156-5.1f	Temporary Filter Bag	EA	50	$30.00	21	$30.00	$1,500.00	$630.00
A.	P-156-5.1g	Temporary Inlet Silt Trap	EA	2	$100.00	0	$100.00	$200.00	$0.00
A.	P-156-5.1i	Temporary Sediment Basin	EA	2	$1,200.00	0	$1,200.00	$2,400.00	$0.00
A.	P-301-6.1	12 inch Soil-Cement Base Course	SY	13670	$5.25	13409	$5.25	$71,767.50	$70,396.15
A.	P-301-6.2	Portland Cement	TON	750	$170.00	590	$170.00	$127,500.00	$100,300.00
A.	D-701-5.1	36" Equivalent Reinforced Concrete Arch Pip	LF	453	$80.00	455	$80.00	$36,240.00	$36,400.00
A.	D-701-5.3	Bedding	CY	620	$80.00	678	$80.00	$49,600.00	$54,258.40
A.	D-754-5.1a	3" Depth Concrete Ditch Paving	LF	150	$60.00	200	$60.00	$9,000.00	$12,000.00
A.	D-754-5.1b	6" Depth Concrete Ditch Paving	LF	742	$62.00	698	$62.00	$46,004.00	$43,276.00
A.	F-162-5.1	Chain-Link Fence	LF	4500	$19.00	4488	$19.00	$85,500.00	$85,272.00
A.	F-162-5.3	Fence Removal	LF	3900	$2.25	3798	$2.25	$8,775.00	$8,545.50
A.	F-162-5.5	Concrete Erosion Control Strip	LF	4500	$21.00	4499	$21.00	$94,500.00	$94,479.00
A.	T-901-5.1	Seeding	ACRE	60	$2,400.00	37	$2,400.00	$144,000.00	$89,040.00
A.	T-904-5.1	Sodding	SY	6330	$4.65	1351	$4.65	$29,434.50	$6,282.15
							Summation of Cost	**$853,564.40**	**$635,125.26**
							Net Cost for this Change Order		**($218,439.14)**

Estimated Project Cost	Estimated Project Cost
Original Contract Amount	**$1,719,288.75**
Previously Approved Changes	**$0.00**
This Change Order	**($218,439.14)**
New Contract Amount	**$1,500,849.61**

Time Change	
Contract Start Date	October 15, 2018
Original Contract Time (calendar days)	200
Previously Approved Changes (calendar days)	136
Additional Contract Time This Change Order (calendar days)	
Suspended Time (calendar days)	
New Construction Completion Date	September 16, 2019

THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS

ISSUED FOR REASONS INDICATED ABOVE Engineer: Garver	Engineer's Signature	Title: P.M.	Date: 10/8/2020
ACCEPTED BY CONTRACTOR	Contractor's Signature	Title: P.M.	Date: 10/8/2020
APPROVED BY Owner: Monroe Regional Airport	Owner's Signature	Title: Director	Date: 10/8/2020
APPROVED BY Owner: City of Monroe	Owner's Signature	Title	Date

RESOLUTION

STATE OF LOUISIANA **NO._____**

CITY OF MONROE

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

A RESOLUTION ACCEPTING THE BASE BID OF GRINDSTONE CONSTRUCTION LLC OF STERLINGTON, LA IN THE AMOUNT OF $118,750.00 FOR THE OFFICE OF MOTOR VEHICLES STORM DAMAGE REPAIRS AND FURTHER AUTHORIZING A DESIGNATED CITY REPRESENTATIVE TO ENTER INTO AND EXECUTE A CONTRACT FOR SAID WORK.

WHEREAS, a public bid having been authorized, bids having been received and the low bidder, Grindstone Construction LLC, having been the lowest responsive bidder and has supplied all necessary paperwork timely.

THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that the bid of Grindstone Construction LLC in the amount of $118,750.00, for the Office of Motor Vehicles Storm Damage Repairs be and at the same is hereby accepted as the lowest responsible and responsive bid received.

BE IT FURTHER RESOLVED that a designated City representative is authorized and empowered to execute a contract and necessary paperwork with Grindstone Construction LLC on behalf of the City of Monroe for said work.

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 _____, 2020.

_____
CHAIRMAN

_____
CITY CLERK

LAND 3
Architect
A Professional Corporation

William A. Land, Architect; AIA, NCARB
Cedrick J. Hemphill, Associate
Robert Many, Senior Designer; Assoc. AIA

October 21, 2020

Christopher Cross, Purchasing Director
CITY of MONROE
P.O. Box 123
Monroe, Louisiana 71210-0123

RE: **OFFICE OF MOTOR VEHICLES STORM DAMAGE REPAIRS FOR THE CITYOF MONROE**
Architect Project No. 2112

Chris,

Bids were received, opened, and read out loud on Wednesday, September 30, 2020 resulting in Grindstone Construction LLC of Sterlington, LA being the Apparent Low Bidder.

Grindstone Construction LLC submitted the Base Bid in the amount of $118,750 and Alternate Bid #1 as follows:

Alternate Bid #1 – Removal & replacement of Ceiling Tile in addition to the 192 s.f. of Ceiling Tile replacement as indicated in Base Bid. Add $ 65,000

We recommend that the Base Bid, without Alternate Bid #1 be accepted and the Project be awarded to Grindstone Construction in the amount of $118,750.00.

Should you have any questions, please call.

Sincerely,

LAND 3 ARCHITECT INC

WILLIAM A. LAND NO. 4155 REGISTERED ARCHITECT STATE OF LOUISIANA

William A. Land, AIA

WAL:kgl

1900 Stubbs Avenue, Monroe, Louisiana 71201-5751
318.322.2694, 318.322.2695 fax Bill@Land3.com
LAND 3 ARCHITECT INC.

LAND 3 ARCHITECT INC.

1900 STUBBS AVE., SUITE A • MONROE, LA 71201-5751 • PH: 318.322.2694 • FAX: 318.322.2695

BID TABULATION

PROJECT: OFFICE OF MOTOR VEHICLES STORM DAMAGE REPAIR
FOR THE CITY OF MONROE
5171 NORTHEAST ROAD
MONROE, LOUISIANA 71203

PROJECT NO.: 2112

ESTIMATE: $75,000.00

BID DATE: WEDNESDAY, SEPTEMBER 30, 2020; 1:45 p.m.

OWNER – CITY OF MONROE

CONTRACTOR	LICENSE NO.	BASE BID	ALT. NO. 1 BID	TOTAL BID
SOUTHERN ROOFING & VINYL SIDING				
GRINDSTONE CONSTRUCTION LLC	63744	$118,750.00	$65,000.00	$183,750.00

ALTERNATE NO. 1 – REMOVAL & REPLACEMENT OF CEILING TILE IN ADDITION TO THE 192 SF OF CEILING TILE REPLACEMENT IN THE BASE BID.

RESOLUTION

STATE OF LOUISIANA **NO._____**

CITY OF MONROE

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

A RESOLUTION ACCEPTING THE BASE BID PLUS ALTERNATE BID 1 OF GRINDSTONE CONSTRUCTION LLC FOR A TOTAL AMOUNT OF $602,000.00 FOR THE MASUR MUSEUM OF ART STORM DAMAGE REPAIRS AND FURTHER AUTHORIZING A DESIGNATED CITY REPRESENTATIVE TO ENTER INTO AND EXECUTE A CONTRACT FOR SAID WORK.

WHEREAS, a public bid having been authorized, bids having been received and the low bidder, Grindstone Construction LLC, having been the lowest responsive bidder and have also supplied all necessary paperwork timely.

THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that the base bid of Grindstone Construction LLC in the amount of $587,000 and alternate bid No. 1 in the amount of $15,000 for a total cost of $602,000.00 for the Masur Museum of Art Storm Damage Repairs be and at the same is hereby accepted as the lowest responsible and responsive bid received.

BE IT FURTHER RESOLVED that a designated City representative is authorized and empowered to execute a contract with Grindstone Construction LLC on behalf of the City of Monroe for said work.

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 _____, 2020.

_____
CHAIRMAN

_____
CITY CLERK

LAND 3 ARCHITECT INC.

1900 STUBBS AVE., SUITE A • MONROE, LA 71201-5751 • PH: 318.322.2694 • FAX: 318.322.2695

BID TABULATION

PROJECT: MASUR MUSEUM OF ART STORM DAMAGE REPAIR
FOR THE CITY OF MONROE
1400 SOUTH GRAND
MONROE, LOUISIANA 71201

PROJECT NO.: 2113

ESTIMATE: $275,000.00

BID DATE: WEDNESDAY, SEPTEMBER 30, 2020; 1:45 p.m.

OWNER – CITY OF MONROE

CONTRACTOR	LICENSE NO.	BASE BID	ALT. NO. 1 BID	TOTAL BID
RENAISSANCE ROOFING, INC.				
318 CONSTRUCTION, INC.				
SOUTHERN ROOFING & VINYL SIDING				
GRINDSTONE CONSTRUCTION LLC	63774	$587,000.00	$15,000.00	$602,000.00

ALTERNATE NO. 1 – AT ROOM 42, REPLACE GYPSUM WALL BOARD, REPAIR STUCCO, REPAIR LIMESTONE JOINTS AS SHOWN.

LAND 3
Architect
A Professional Corporation

William A. Land, Architect; AIA, NCARB
Cedrick J. Hemphill, Associate
Robert Many, Senior Designer; Assoc. AIA

October 21, 2020

Christopher Cross, Purchasing Director
CITY of MONROE
P.O. Box 123
Monroe, Louisiana 71210-0123

RE: **MASUR MUSEUM OF ART STORM DAMAGE REPAIRS FOR THE CITY OF MONROE**
Architect Project No. 2113

Chris,

Bids were received, opened, and read out loud on Wednesday, September 30, 2020 resulting in Grindstone Construction LLC of Sterlington, LA being the Apparent Low Bidder.

Grindstone Construction LLC submitted the Base Bid in the amount of $587,000 and Alternate Bid #1 as follows:

Alternate Bid 1 – At Room 42, replace gypsum wallboard, repair stucco and repair limestone joints as specified. Add $ 15,000

We recommend that the Base Bid plus Alternate Bid 1 be accepted and the Project be awarded to Grindstone Construction in the amount of $602,000.00.

Should you have any questions, please call.

Sincerely,

LAND 3 ARCHITECT INC

William A. Land, AIA

WAL:kgl

1900 Stubbs Avenue, Monroe, Louisiana 71201-5751
318.322.2694, 318.322.2695 fax Bill@Land3.com
LAND 3 ARCHITECT INC.

RESOLUTION

STATE OF LOUISIANA

CITY OF MONROE **NO._____**

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

A RESOLUTION AUTHORIZING A MANAGEMENT AGREEMENT BETWEEN THE CITY OF MONROE AND DONALD WALTERS AS GOLF DIRECTOR AND FURTHER PROVIDING WITH RESPECT THERETO:

BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, approved a Management Agreement between the City of Monroe and Donald Walters as Golf Director of Johnny Myers Memorial Golf Course and Chennault Park Golf Course as outlined in the attached Agreement.

BE IT FURTHER RESOLVED that an authorized City representative be and is authorized and empowered to execute the attached Management Agreement with Donald Walters as the Golf Director of Johnny Myers Memorial Golf Course and Chennault Park Golf Course.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared ADOPTED on the _____ day of _____, 2020.

_____
CHAIRMAN

_____
CITY CLERK

GOLF DIRECTOR MANAGEMENT AGREEMENT

THIS AGREEMENT, entered into this ____day of _____, 2020, by and between the City of Monroe (hereinafter referred to as "CITY"), a political subdivision of the State of Louisiana operating under Home Rule Charter, and Donald Walters, a Golf Director (hereinafter referred to as "DIRECTOR").

WHEREAS, the CITY owns a nine-hole golf course known as the Johnny Myers Memorial Golf Course, located at 2500 Sycamore St., Monroe, Louisiana 71201, and an eighteen-hole golf course known as the Chennault Park Golf Course, located at 8475 Millhaven Rd., Monroe, Louisiana 71203, including the grounds and all improvements thereon (hereinafter referred to as the "GOLF COURSES"); and

WHEREAS, the CITY desires to engage the services of the DIRECTOR to maintain, manage, and operate the GOLF COURSES for the CITY, and DIRECTOR desires to maintain, manage, and operate the GOLF COURSES for the City;

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

1. **Management of Golf Courses**: The CITY hereby contracts with DIRECTOR, and DIRECTOR accepts this Agreement as an independent contractor to maintain, manage and operate the GOLF COURSES, facilities, and equipment. DIRECTOR understands and agrees that he is an independent contractor in the performance of these services to maintain, manage, and operate the operations of the GOLF COURSES.

2. **Duties of Director**: DIRECTOR shall furnish management services as required by the CITY and necessary to assist the CITY in the efficient operation of the GOLF COURSES under the policies, standards, and procedures established by the City. The management to be furnished

includes, but shall not be limited to, assisting the CITY in carrying out the functions of planning, marketing, personnel managing, equipment and building utilization and maintenance, security, scheduling, analyzing and proposing any fee and rate structure changes, service standards, purchasing, budgeting, safety, employee selection and training in accordance with CITY guidelines, labor management, public relations, equipment selection, grant applications, and all other normal managerial functions reasonably required in the day-to-day operation of the GOLF COURSES.

DIRECTOR shall also ensure the administration of personnel and operation of facilities and equipment is conducted in accordance with applicable local, state, and federal laws, policies, regulations. At the request of the CITY, a status update will be provided that outlines the overall condition of the GOLF COURSES, revenue expectations and challenges, and a corrective plan of action.

DIRECTOR shall also maintain all necessary certifications in his related field that enhances his ability to stay abreast of current and future trends in the golf industry.

During the TERM of this Agreement, the GOLF DIRECTOR shall report directly to the Director of Community Affairs, Mr. Doug Seegers, who is responsible for the overall direction of the Department of Community Affairs.

3. **Duties of the City**: The CITY will furnish, at its expense and without cost to GOLF DIRECTOR, the reasonable use of all necessary office space, utilities, furniture, equipment, supplies, materials, communication services, legal services, postage, accounting and other such assistance as necessary that may be reasonably necessary for the management of the GOLF COURSES.

The CITY agrees to pay any other reasonable expenses in the management or operation of the GOLF COURSES.

4. **Hours of Operation**: The GOLF COURSES shall be open for full operation daily, except such holidays as are approved from time to time by the CITY. The specific hours of such operations shall be established by Director of the Department of Community Affairs. DIRECTOR agrees to abide by such established hours of operation and to assure that DIRECTOR and employees will be available to the patrons during all the hours of operation. DIRECTOR is expected to be reasonably present at the GOLF COURSES during this AGREEMENT in order to accomplish his duties under this Agreement.

5. **Term**: This Agreement is effective for a period of three (3) years beginning on November 16, 2020 and ending on November 16, 2023 ("TERM"). Notwithstanding anything contained herein to the contrary, no options for renewal shall exist under the terms of this Agreement; provided, however, nothing contained herein shall prevent the parties hereto from entering into a new agreement by mutual written consent prior to the expiration of the TERM.

6. **Payment for Services of Independent Contractor**: As compensation to GOLF DIRECTOR for services rendered herein, DIRECTOR shall be paid a fixed-fee of Fifty-Nine Thousand Dollars ($59,000.00) per year in bi-monthly installments, beginning on November ____, 2020, and payable bi-monthly thereafter.

7. **Golf Lessons**: Neither the DIRECTOR nor the DIRECTOR'S staff shall have any sole or exclusive right to provide golf lessons. The DIRECTOR may provide golf lessons and retain any fee paid for those golf lessons; however, neither the DIRECTOR nor members of his staff shall be obligated under this Agreement or otherwise to provide golf lessons. DIRECTOR shall retain, as his own income, all revenues DIRECTOR receives from golf lessons.

8. **Expenses of Maintenance**: All items of equipment for maintenance of and improvements to the GOLF COURSES, driving range, warehouse facilities, golf cars, clubhouse, including necessary supplies, and all fixtures and furnishings of said clubhouse, are owned and shall remain owned by the CITY, and the reasonable expenses for the maintenance and operation of said CITY

property shall be paid by the CITY. The CITY will pay reasonable utility expenses. The DIRECTOR has the responsibility of keeping the CITY and the Director of Community Affairs informed as to anticipated repairs and expenses. All maintenance, repairs, and expenses shall be conducted in accordance with CITY policy.

9. **Operation Standards**: DIRECTOR agrees that such management and operation of said GOLF COURSES, including condition and appearance of the golf course and clubhouse, as well as golf sales and rentals, shall be conducted in accordance with the highest modern professional golfing standards.

10. **Condition of Grounds**: DIRECTOR shall assure that the premises and grounds of the GOLF COURSES are maintained in very good and substantial repair and in a clean and orderly condition.

11. **City Employees**: In the operation and management of the GOLF COURSES, the City will provide all reasonably necessary assistants and personnel to assist DIRECTOR in the maintenance, managing, and operation of the GOLF COURSES; provided, however, that these employees are within the limitation of funds provided for that purpose in a budget recommended and approved by the CITY Council. DIRECTOR shall abide by policies regarding employment conditions and regulations for all CITY employees.

12. **Termination**: This Agreement shall terminate upon the happening of any of the following events:

a. Upon its normal expiration if not renewed;

b. Immediately upon written notice by the CITY to the DIRECTOR of termination with or without cause, and DIRECTOR waives any all claims, including for damages or compensation against the CITY, in the event of such termination;

c. DIRECTOR may terminate this Agreement with 30 days' notice, in writing, to the CITY'S Director of Community Affairs.

In the event of termination of the Agreement, DIRECTOR shall be paid his compensation to the last day of work or of the month in which termination occurs, as the case may be.

13. **Director to Defend, Indemnify, and Hold Harmless**: DIRECTOR shall defend, indemnify and hold harmless the CITY from any and all claims and causes of action against the CITY of damages or injury to any person or property arising solely out of or in conjunction with the acts performed by DIRECTOR outside the scope of this agreement. This Agreement in no way affects DIRECTOR'S obligation to comply with all applicable laws, ordinances and codes of the Federal, State and Local Governments.

14. **Governing Law:** This Agreement shall be governed by the laws of the State of Louisiana. The exclusive venue and jurisdiction for any action brought with respect hereto, will be in the state courts of the State of Louisiana and Parish of Ouachita.

15. **Notice**: Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by registered or certified mail, in the case of the DIRECTOR to his residence, and in the case of the CITY to the Community Affairs Director at 401 Lea Joyner Memorial Expressway, Monroe, Louisiana 71201.

16. **Severability**: The invalidity or inability to enforce of any provision herein shall in no way affect the validity or enforceability of any other provision. Any part, provision, representation or warranty of this Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. The provisions of this Agreement are, for that purpose, deemed to be severable.

17. **No Waiver**: Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

18. **Written Modification Required**: Any waiver, alteration, or modification of any of the provisions of the Agreement, or cancellation or replacement of this Agreement, shall not be valid unless in writing and approved by the City Council.

19. Entire Agreement: This Agreement contains the entire agreement between the parties.

IN WITNESS whereof the parties have executed this Agreement as of the _____ day of _____, 2020.

WITNESSES:

_____

_____

CITY OF MONROE, LA

BY:_____
Stacey Rowell, Director of Administration

IN WITNESS whereof the parties have executed this Agreement as of the _____ day of _____, 2020.

WITNESSES:

_____

_____

BY: _____
Donald Walters, Golf Director

RESOLUTION

STATE OF LOUISIANA **NO._____**

CITY OF MONROE

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

A RESOLUTION ACCEPTING AS SUBSTANTIALLY COMPLETE WORK DONE BY AND BETWEEN THE CITY OF MONROE AND W. L. BASS CONSTRUCTION, INC., FOR THE REPAIRS TO WARHAWK WAY & INABNET BLVD. CAUSEWAY PROJECT, AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that work done by and between the City of Monroe and W. L. Bass Construction, Inc., for the Repairs to Warhawk Way & Inabnet Blvd Causeway Project, be and at the same time is hereby accepted as substantially complete.

BE IT FURTHER RESOLVED that a Certificate of Substantial Completion is attached hereto and made a part hereof.

BE IT FURTHER RESOLVED that a City of Monroe authorized representative, be and is authorized and empowered to execute a certificate of substantial completion with W. L. Bass Construction, Inc., on behalf of the City of Monroe for said work.

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 _____, 2020.

_____
CHAIRMAN

_____
CITY CLERK

CERTIFICATE OF SUBSTANTIAL COMPLETION

CONTRACTOR: W. L. BASS CONSTRUCTION, INC.

CONTRACT FOR: REPAIRS TO THE WARHAWK WAY AND INABNET BLVD. CAUSEWAY

CONTRACT DATE: JULY 30, 2020

PROJECT NO: DE PROJECT NO. 20-02-04

DATE OF SUBSTANTIAL COMPLETION: OCTOBER 21, 2020

TO: CITY OF MONROE AND W. L. BASS CONSTRUCTION, INC

The work performed under this contract has been inspected by authorized representatives of the Owner, Contractor and Engineer, and the Project (or specified part of the Project, as indicated above) is hereby declared to be substantially completed on the above date.

A tentative list of items to be completed or corrected is appended hereto. This list may not be exhaustive, and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the work in accordance with the Contract Documents. These items shall be completed by the Contractor within 45 days of Substantial Completion.

The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as noted below.

The responsibilities between the Owner and the Contractor for maintenance and utilities shall be as set forth in the contract.

DENMON ENGINEERING

RANDY DENMON, P.E. — DATE 10/21/20

Contractor accepts the above Certificate of Substantial Completion and agrees to complete and correct the items on the tentative list within the time indicated.

W. L. BASS CONSTRUCTION, INC

WES BASS, PRESIDENT — DATE

OWNER'S CERTIFICATE OF ACCEPTANCE

Work under the above Contract is hereby accepted subject to the conditions set forth in the above Certificate.

CITY OF MONROE

STACEY ROWELL, DIRECTOR OF ADMINISTRATION — DATE

PUNCH LIST

See attached sheet.

CERTIFICATE OF SUBSTANTIAL COMPLETION

PUNCH LIST

CONTRACTOR: W. L. BASS CONSTRUCTION, INC.

CONTRACT FOR: REPAIRS TO THE WARHAWK WAY AND INABNET BLVD. CAUSEWAY

CONTRACT DATE: JULY 30, 2020

PROJECT NO: DE PROJECT NO. 20-02-04

DATE OF SUBSTANTIAL COMPLETION: OCTOBER 21, 2020

1. Project needs to seeded, mulched and fertilized. Cost: $1000
2. Inabnet Blvd. needs to be cleaned. Cost: $800
3. Reflective Markers need to be placed on Inabnet Blvd. $400
4. Silt Fencing to remain up until the clean lean period is complete. $600

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 POSTING OF WEIGHT LIMIT RECOMMENDATION FOR THE BRIDGE STRUCTURE ON GRAMMONT ST NEAR THE CITY CEMETERY (RECALL NO. 400523), AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe is required by LaDOTD to perform Off-System bridge inspections on bridges within the City of Monroe pursuant to policies and regulations adopted by the Louisiana Department of Transportation and Development; and

WHEREAS, the City of Monroe is also required by LaDOTD to perform load rating of certain bridges from time to time in accordance with such policies and regulations.

WHEREAS, the load rating report of Burgess & Niple prepared for DOTD recommends the Bridge Structure on Grammont St near the City Cemetery (Recall No. 400523) be load posted at a weight limit of 15-25 Tons.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONROE, LOUISIANA:

That the Bridge Structure on Grammont St near the City Cemetery (Recall No. 400523) is hereby authorized and directed to be load posted at a weight limit of 15-25 Tons in accordance with the recommendation of Burgess & Niple, Inc and as directed by DOTD.

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 _____, 2020.

_____
CHAIRMAN

_____
CITY CLERK

Curt Kelly

Subject: FW: Posting Required #400523
Attachments: 400523 LR Report.pdf; 3. Weight Limit Resolution - Grammont St.doc

From: Leonal Hardman <Leonal.Hardman@la.gov>
Sent: Wednesday, September 23, 2020 9:32 AM
To: Kim Golden <kim.golden@ci.monroe.la.us>
Cc: Jeff Ernst <Jeff.Ernst@LA.GOV>; Joseph Hicks (DOTD) <Joseph.Hicks2@LA.GOV>
Subject: Posting Required #400523

Hello Mrs. Golden,

A Load Rating Inspection has recently been completed on Recall #400523. It was found that the bridge now requires 15-25 Ton Load Limit signs. I have attached the Load Rating Report listing the correct posting load sign needed.

If you have any further questions please email or call me.

Thank You,

Leonal Hardman
Bridge Inspector 4
Department of Tranportation and Development
District 05, Monroe
Office: 318-342-0127

Click here to report this email as spam.

ORDINANCE

STATE OF LOUISIANA **NO._____**

CITY OF MONROE

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

AN ORDINANCE DECLARING A ONE-TIME WAIVER OF CLASS A LICENSE FEES FOR BARS AND NIGHTCLUBS THAT WERE UNABLE TO OPEN DURING THE COVID-19 PANDEMIC AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, on March 11, 2020, Governor John Bel Edwards declared that a statewide public health emergency existed in the State of Louisiana because of Covid-19 and on March 16, 2020, Governor Edwards ordered the closure of bars and nightclubs in Louisiana;

WHEREAS, bars and nightclubs that do not sell food have been ordered to remain closed as a result of the Covid-19 pandemic;

WHEREAS, since bars and nightclubs were not allowed to operate for most of the year, the City will waive the annual Class A license fee for the year 2021 only for current Class A license holders that timely paid his or her 2020 Class A license fee for his or her bar or nightclub;

WHEREAS, the 2021 waiver of the Class A license fee is for business that operate as a bar or nightclub only and were unable to operate during the Covid-19 pandemic; and

WHEREAS, all other license and application requirements outlined in Chapter 4 of the Monroe Code of Ordinances remain in effect and shall be complied with for bars and nightclubs.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana in legal session convened, that due to the state of emergency declared by Governor Edwards on March 16, 2020, in which bars and nightclubs were ordered to cease operations, the City may waive Class A license fees for bars and night clubs for the year 2021 only as outlined above.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on the _____day of_____ 2020.

_____
CHAIRMAN

_____
CLERK OF THE COUNCIL

_____
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 THE PROPERTY DESCRIBED BELOW AND SELL TO MARISA WILSON ALL RIGHTS, TITLE AND INTEREST THAT THE CITY MAY HAVE ACQUIRED TO THE LOT IN LOTS 23 & 24 PARLOR CITY INDUSTRIAL SUB OF SQ 27 TERMINAL HEIGHTS, NO STREET ADDRESS ON THOMAS AVE., OUACHITA PARISH, DISTRICT 5, MONROE, LA, BY ADJUDICATION AT TAX SALE DATED JUNE 24, 2015, AND FURTHER WITH RESPECT THERETO

WHEREAS, the property described as follows, to-wit:

Lot in Lots 23 & 24 Parlor City Industrial Sub of Sq. 27 Terminal Heights Addition
No Street Address
Thomas Ave
District 5
Ouachita Parish, Monroe, Louisiana
Parcel #42066

was adjudicated to the City of Monroe, Louisiana for non-payment of 2014 Ad Valorem Taxes by Adjudication Deed dated and filed June 24, 2015 in Conveyance Book 2428 at page 501 of the Records of Ouachita Parish, Louisiana and adjudicated to the City of Monroe, Louisiana. The 2014 Ad Valorem Taxes forming the basis for the described adjudication was validly assessed by the City of Monroe against Kitchen Brothers Manufacturing Co, and

WHEREAS, the City of Monroe has made efforts to contact Kitchen Brothers Manufacturing Co. by registered mail and notification published in the News Star with no response, and

WHEREAS, Marisa Wilson wishes to purchase said property from the City of Monroe.

WHEREAS, pursuant to the provisions of La. R.S. 47:2238.1 et sec, 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 cost associated with the transfer of the property by the City of Monroe to the named individual. Marisa Wilson has paid One Thousand Two Hundred Sixty-five and 34/100 ($1,162.11) which includes Five Hundred Fifty-five and 36/100 ($555.36) in City and Parish taxes. The remainder is 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 Kitchen Brothers Manufacturing Co. with no response; the City of Monroe desires to sell to Marisa Wilson the property described as follows:

Lot in Lots 23 & 24 Parlor City Industrial Sub of Sq 27 Terminal Heights Addition
No Street Address
Thomas St.
District 5
Ouachita Parish, Monroe, Louisiana
Parcel #42066

ORDINANCE INTRODUCED on the ____ day of October 2020.

NOTICE PUBLISHED on the _____ day of _____, 2020.

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 _____, 2020.

_____
CHAIRMAN

_____
CITY CLERK

_____
MAYOR'S APPROVAL

_____
MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE **NO.**

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

AN ORDINANCE ACCEPTING THE DONATION OF SEWER IMPROVEMENTS BUILT ON A PUBLIC RIGHT OF WAY FROM CBS INTEREST, LLC AND FURTHER PROVIDING WITH RESPECT THERETO

WHEREAS, in conjunction with existing sewer lines, utilities and facilities that are within the public right-of-way of Forsythe Avenue, made by **CBS INTEREST, LLC**; and

WHEREAS, it has been determined that the sewer improvements were actually made on existing public right of ways; and

WHEREAS, the City of Monroe engineering department has determined that the improvements were built according to an approved plan and made pursuant to applicable City of Monroe codes; and

WHEREAS, CBS INTEREST, LLC desires to donate said improvements to the City of Monroe and the City of Monroe hereby accepts such donation.

WHEREAS, CBS INTEREST, LLC is donating and dedicating said sewer main to the City of Monroe for the public use.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the Transfer/Donation of sewer improvements made by **CBS INTEREST, LLC** to the City of Monroe is hereby accepted as per the attached agreement.

BE IT FURTHER ORDAINED that Friday Ellis, Mayor, be and he is hereby duly authorized to accept this Donation on behalf of the City of Monroe.

This Ordinance was introduced on the _____ day of _____, 2020.

Notice published on the _____ day of _____, 2020.

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 _____,

2020.

_____
CHAIRMAN

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 THE PROPERTY DESCRIBED BELOW AND SELL TO MARISA WILSON ALL RIGHTS, TITLE AND INTEREST THAT THE CITY MAY HAVE ACQUIRED TO THE EASTERLY 60 FT OF LOTS 23 & 24 PARLOR CITY INDUSTRIAL SUB OF SQ 27 TERMINAL HEIGHTS, OUACHITA PARISH, 821 THOMAS ST., DISTRICT 5, MONROE, LA, BY ADJUDICATION AT TAX SALE DATED JUNE 24, 2015, AND FURTHER WITH RESPECT THERETO

WHEREAS, the property described as follows, to-wit:

Easterly 60 Ft of Lots 23 & 24 Parlor City Industrial Sub of Sq. 27 Terminal Heights Addition
821 Thomas St.
District 5
Ouachita Parish, Monroe, Louisiana
Parcel #42055

was adjudicated to the City of Monroe, Louisiana for non-payment of 2014 Ad Valorem Taxes by Adjudication Deed dated and filed June 24, 2015 in Conveyance Book 2428 at page 548 of the Records of Ouachita Parish, Louisiana and adjudicated to the City of Monroe, Louisiana. The 2014 Ad Valorem Taxes forming the basis for the described adjudication was validly assessed by the City of Monroe against Kitchen Brothers Manufacturing Co, and

WHEREAS, the City of Monroe has made efforts to contact Kitchen Brothers Manufacturing Co. by registered mail and notification published in the News Star with no response, and

WHEREAS, Marisa Wilson wishes to purchase said property from the City of Monroe.

WHEREAS, pursuant to the provisions of La. R.S. 47:2238.1 et sec, 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 cost associated with the transfer of the property by the City of Monroe to the named individual. Belle Jones has paid One Thousand Two Hundred Sixty-five and 34/100 ($1,265.34) which includes Six Hundred Fifty-eight and 59/100 ($658.59) in City and Parish taxes. The remainder is 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 Kitchen Brothers Manufacturing Co. with no response; the City of Monroe desires to sell to Marisa Wilson the property described as follows:

Easterly 60 Ft of Lots 23 & 24 Parlor City Industrial Sub of Sq 27 Terminal Heights Addition
821 Thomas St.
District 5
Ouachita Parish, Monroe, Louisiana
Parcel #42055

ORDINANCE INTRODUCED on the ____ day of October 2020.

NOTICE PUBLISHED on the _____ day of _____, 2020.

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 _____, 2020.

_____
CHAIRMAN

_____
CITY CLERK

_____
MAYOR'S APPROVAL

_____
MAYOR'S VETO

O R D I N A N C E

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

AN ORDINANCE ESTABLISHING A TWELVE (12) MONTH MORATORIUM UPON THE RECEIPT AND PROCESSING OF ALL APPLICATIONS FOR CERTIFICATES OF OCCUPANCY, BUILDING PERMITS AND ANY OTHER LAND USE DEVELOPMENT APPROVALS ASSOCIATED WITH USED TIRE STORES; SETTING A PUBLIC HEARING DATE AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City finds it necessary to impose an immediate moratorium on the receipt and processing of all applications for Certificates of Occupancy, Building Permits and any other land use development approvals associated with used tire stores until penalties are addressed under the violations section in Article IX Administration and Enforcement; and

WHEREAS, the City has approved an ordinance to regulate used tire stores due to the increased number of this use and as a result the number of complaints regarding nuisance and environmental issues has proliferated; and

WHEREAS, the City is concerned with the rapid expansion of this type of use and the strong potential it has to create nuisance, environmental and fire issues; and

WHEREAS, the City is having a difficult time enforcing this Ordinance due to Environmental Court not having authority to find anyone guilty of a misdemeanor nor impose criminal fines and due to the length of time for City Court to adjudicate the matter;

NOW, THEREFORE;

BE IT ORDAINED, by the City of Monroe, Louisiana, has the authority to adopt a moratorium for the purpose of preserving the status quo while standards, criteria, procedures, etc. are considered prepared and enacted.

BE IT FURTHER ORDAINED, that the City hereby imposes a moratorium upon the receipt and processing of all applications for Certificates of Occupancy, Building Permits and any other land use approval associated with used tire stores for twelve (12) months from the effective date of this Ordinance until the City's Comprehensive Zoning Ordinance reviewed and amended as necessary.

This ordinance was INTRODUCED on the 13th day of October, 2020.

NOTICE PUBLISHED on the _____ day of _____, 2020.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared ADOPTED on the _____ day of _____, 2020.

_____
CHAIRMAN

_____
CITY CLERK

_____
MAYOR'S APPROVAL

_____
MAYOR'S VETO

O R D I N A N C E

STATE OF LOUISIANA

CITY OF MONROE

NO. _____

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

AN ORDINANCE ADOPTING AND AMENDING THE ZONING MAP FOR THE CITY OF MONROE, LOUISIANA

WHEREAS, the City Council of the City of Monroe has held its Public Hearing with respect to the following proposed Zoning Map Amendment, to-wit:

An amendment to the Zoning Map to rezone a ±10-acre tract of land presently located in Ouachita Parish from B-3, General Business/Commercial District to B-4, Heavy Commercial District to allow the applicant to operate a drive-in theatre and other outdoor commercial, recreational activities, and is more particularly described as follows:

1101, 1201, 1203 and 1205 Louisville Avenue

APPLICANT: Stephen Carroll (MA 105-20)

WHEREAS, the City Council has further considered the report of the Monroe Planning Commission recommending approval, on a 5-0-1 vote. The applicant wishes to develop this property as a drive-in theaters and other outdoor commercial, recreational activities. The B-4, Heavy Commercial District is the appropriate zoning district for outdoor commercial recreational activities;

WHEREAS, the Planning Commission has decided to add two (2) conditions to the approval of the rezoning;

1. **The privacy screening be installed around the entire perimeter of the property.**
2. **The zoning will revert back to B-3, General Business/Commercial, if the use does not remain "outdoor recreational activity.**

NOW, THEREFORE:

BE IT ORDAINED by the City Council of the City of Monroe, Louisiana in legal session convened that the Zoning Map of the City of Monroe and the boundaries thereof which map is described in Section 37-34 of the City of Monroe Comprehensive Zoning Ordinance and which map shown the Zoning Districts and Boundaries thereof, be and the

same are hereby amended to rezone the ±10 acres previously described to B-4, Heavy Commercial District, as shown on the map which is attached hereto and made a part thereof and which is adopted as the new Zoning Map of the City of Monroe.

This ordinance was INTRODUCED on the 13th day of October, 2020.

NOTICE PUBLISHED on the _____ day of _____2020.

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

AYES:

NAYS:

ABSENT:

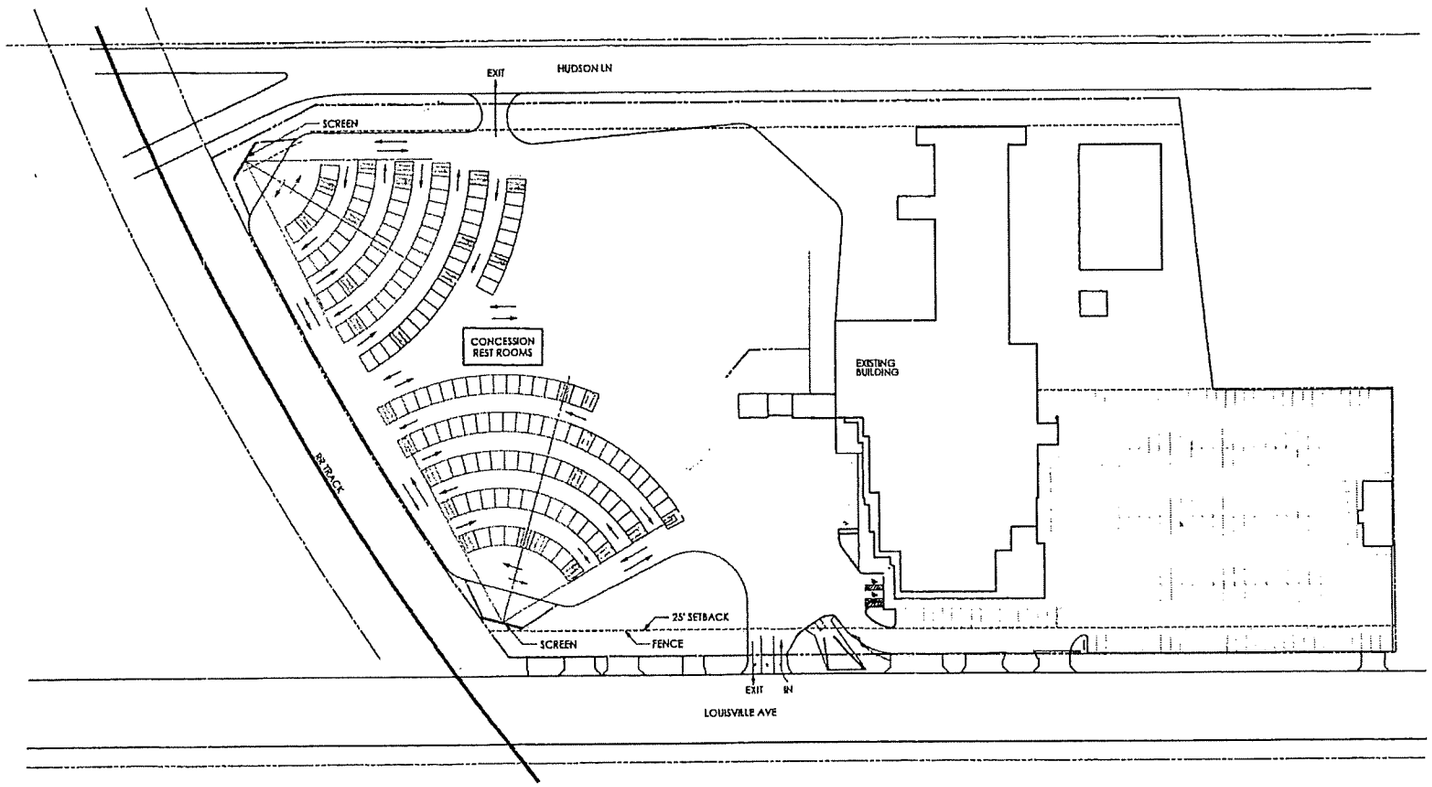
And the Ordinance was declared ADOPTED on the _____ day of _____, 2020.

_____
CHAIRMAN

_____
CITY CLERK

_____
MAYOR'S APPROVAL

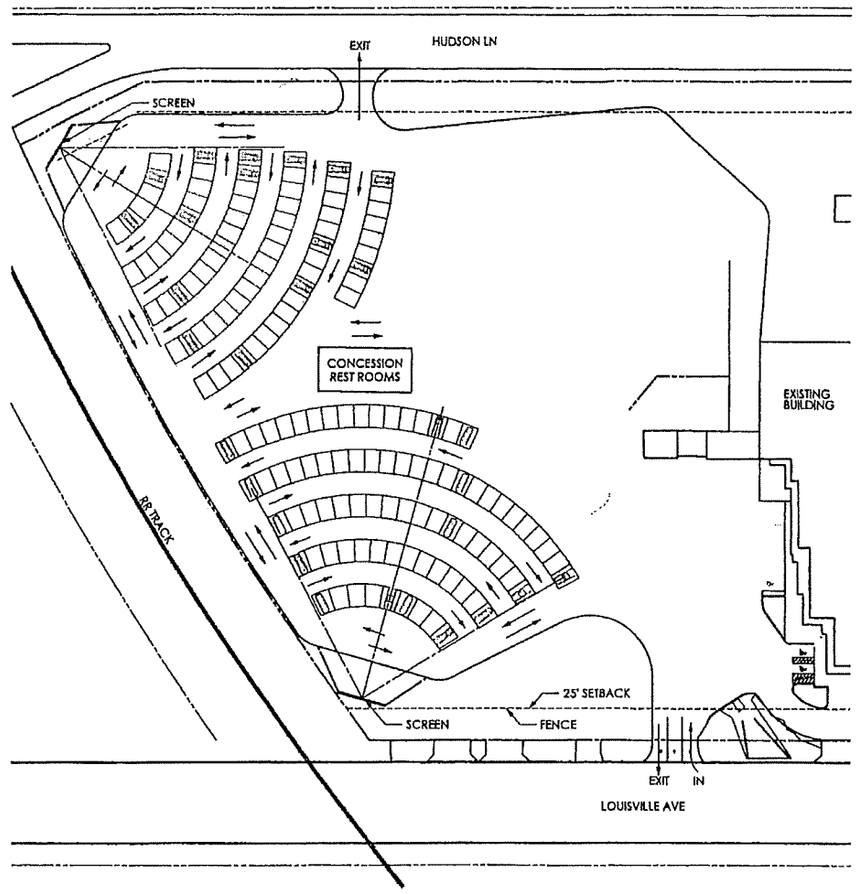
_____
MAYOR'S VETO



PRELIMINARY SITE PLAN
PIXEL PARK

SCALE: 1" = 80'

9 21 2020



PRELIMINARY SITE PLAN
PIXEL PARK

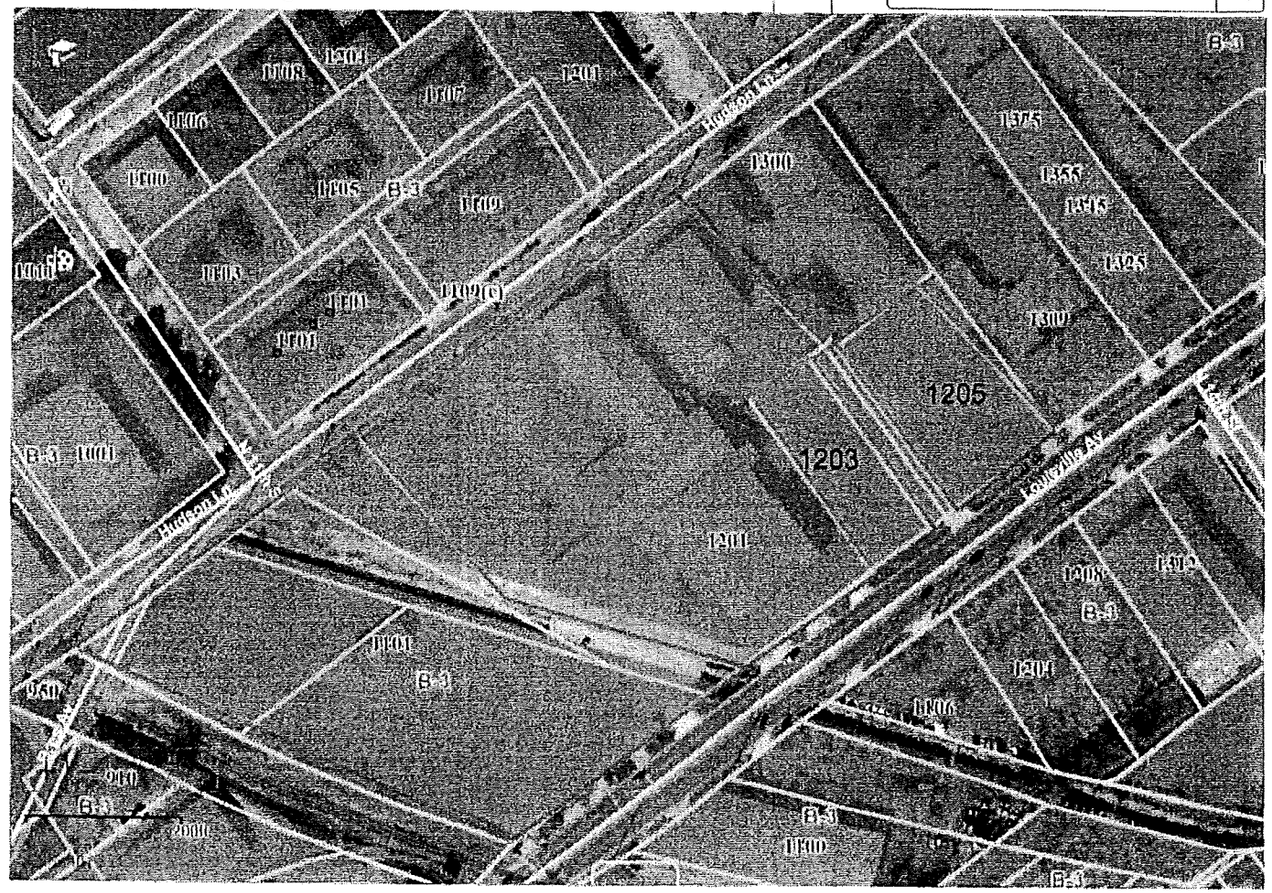
SCALE: 1" = 80'

9 21 2020

MA 104-20 James Moore

Planning and Zoning City of Monroe

MA 105-20 Stephen Carroll



PUBLIC HEARING

CITY OF MONROE ZONING COMMISSION

September 21,, 2020 City Hall Monroe, Louisiana

RE: MA 100-2020 **APPLICANT: Hixson Automotive**

MOTIONED BY: Mr. Jott Delcambre

SECONDED BY: Mr. Charles Scott

I move that the Zoning Commission advise the City Council that after Public Hearing, the Commission finds that changing conditions in the area ***are*** sufficient to justify the above request to rezone a 3.33 acre tract of land, more or less, from the B-3 (General Business/Commercial) District to the B-4 (Heavy Commercial) District, contingent upon the following conditions (a) that the privacy screening be installed around the entire perimeter of the property (b) and the zoning will revert back to B-3, General Business/Commercial if the use does not remain "outdoor recreational activity. This site is located at 1101, 1201, 1203, and 1205 Louisville Avenue. The commission recommends this application be approved.

There was a majority vote for approval by the Planning Commission.

ORDINANCE

STATE OF LOUISIANA

CITY OF MONROE **NO._____**

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

AN ORDINANCE AUTHORIZING THE EXECUTION OF A COOPERATIVE ENDEAVOR AGREEMENT BY AND AMONG THE CITY OF MONROE, STATE OF LOUISIANA AND THE DOWNTOWN ECONOMIC DEVELOPMENT DISTRICT OF THE CITY OF MONROE, STATE OF LOUISIANA, RELATING TO THE COLLECTION, USE AND EXPENDITURE OF AD VALOREM PROPERTY TAX AND SALES TAX INCREMENTS IN SAID DISTRICT, AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Downtown Economic Development District of the City of Monroe, State of Louisiana (the "**District**") was created by the legislature of the State of Louisiana pursuant to the provisions of Part I, Chapter 6, Subpart E, Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:2740.49, et seq.) (the "**District Act**").

WHEREAS, Section 2740.49(H) of the District Act, grants the District the authority provided to economic development districts under Part II, Chapter 27, Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31, et seq.) (the "**EDD Act**", and collectively with the District Act, the "**Authorizing Legislation**").

WHEREAS, pursuant to the Authorizing Legislation, the District, with the consent of the City as expressed pursuant to this Ordinance and a cooperative endeavor agreement in substantially in the form of Exhibit "A" attached hereto (the "**Cooperative Endeavor Agreement**"), desires to finance Economic Development Projects, as defined in Cooperative Endeavor Agreement, through ad valorem property tax and sales tax increments (collectively, the "**Tax Increments**") collected by the City within the District as set forth herein; and

WHEREAS, Article VI, Section 20 of the Louisiana Constitution of 1974 provides that a political subdivision may exercise and perform any authorized power and function, including financing, jointly or in cooperation with one or more political subdivisions, either within or without the state, or with the United States or its agencies; and

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974 provides that the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, State of Louisiana, acting as the governing authority, (the "**Governing Authority**"), of the City, that:

SECTION 1. Cooperative Endeavor Agreement. This Governing Authority acknowledges and approves of cooperative economic development efforts between the City and the District, and hereby approves the Cooperative Endeavor Agreement in substantially the form of Exhibit "A" attached hereto, with such changes as may be requested and approved by the City of Monroe Department of Revenue and

Taxation (the "**Department**"), which may be required to calculate and collect the tax increments. The Mayor and Clerk of the City are hereby authorized to execute and deliver the Cooperative Endeavor Agreement on behalf of the City and to cause the City to comply with the City's obligations set forth therein.

SECTION 2. Tax Increments. The sharing with the District of ad valorem property tax increments and sales tax increments collected from existing taxes collected in the City within the District as set forth in the Cooperative Endeavor Agreement is hereby approved. The Department is directed to cooperate with the District as contemplated by the Cooperative Endeavor Agreement, and to take such action as required to enable the City to comply with the City's obligations under the Cooperative Endeavor Agreement.

SECTION 2. Effective Date. This ordinance shall become effective immediately upon adoption hereof.

This Ordinance was introduced on the _____ day of _____, 2020.

Notice published on the _____ day of _____, 2020.

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 _____, 2020.

_____
CHAIRMAN

_____
CITY CLERK

_____
MAYOR'S APPROVAL

_____
MAYOR'S VETO

STATE OF LOUISIANA

PARISH OF OUACHITA

I, the undersigned Clerk of the City Council of the City of Monroe, State of Louisiana, do hereby certify that the foregoing pages constitute a true and correct copy of:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A COOPERATIVE ENDEAVOR AGREEMENT BY AND AMONG THE CITY OF MONROE, STATE OF LOUISIANA AND THE DOWNTOWN ECONOMIC DEVELOPMENT DISTRICT OF THE CITY OF MONROE, STATE OF LOUISIANA, RELATING TO THE COLLECTION, USE AND EXPENDITURE OF AD VALOREM PROPERTY TAX AND SALES TAX INCREMENTS IN SAID DISTRICT, AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

IN FAITH WHEREOF, witness my official signature, on this, the 24th day of October, 2020.

_____

Carolus, S. Riley, Clerk

COOPERATIVE ENDEAVOR AGREEMENT

dated as of November 1, 2020

by and among

the City of Monroe, State of Louisiana,
and
the Downtown Economic Development District
of the City of Monroe, State of Louisiana

relating to the economic development projects
within the Downtown Economic Development District
of the City of Monroe, State of Louisiana

TABLE OF CONTENTS

* * * * * *

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions....2
SECTION 1.02. Use of Defined Terms....5

ARTICLE II

REPRESENTATIONS OF THE CITY AND THE DISTRICT

SECTION 2.01. City and District Authority....5
SECTION 2.02. Collections....6
SECTION 2.03. Accuracy of Base Collections....6
SECTION 2.04. Legal Authorizations....6
SECTION 2.05. No Suits....6
SECTION 2.06. Agreement not Intended to be Indebtedness....6
SECTION 2.07. Term of this Agreement....6

ARTICLE III

COOPERATIVE ENDEAVOR OBLIGATIONS

SECTION 3.01. Relating to Article VII, Section 14 of the Louisiana Constitution....6
SECTION 3.02. Calculations....7
SECTION 3.03. Collection Process....8
SECTION 3.04. Disbursement of Amounts Held in Trust Funds....8
SECTION 3.05. Rescission or Amendment....8
SECTION 3.06. Bonds or Debt Obligation Secured by Tax Increments....9

ARTICLE IV

MISCELLANEOUS

SECTION 4.01. Liberal Construction....9
SECTION 4.02. Notices....9
SECTION 4.03. Further Assurances....10
SECTION 4.04. Venue....10
SECTION 4.05. Severability....10
SECTION 4.06. No Personal Liability....10
SECTION 4.07. Captions....10
SECTION 4.08. Counterparts....10
SECTION 4.09. Governing Law....10
SECTION 4.10. Amendment and/or Modification....11

* * * * * *

EXHIBIT A - Boundaries and Map of District
EXHIBIT B - Description of Priority Economic Development Project
EXHIBIT C - Eligible City Property Taxes (Exhibit C-1)
Eligible City Sales Tax (Exhibit C-2)
EXHIBIT D - Requisition

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "**Agreement**"), which shall be dated and become effective as of January 1, 2020 is by and among:

> **CITY OF MONROE, STATE OF LOUISIANA** (the "**City**"), a political subdivision of the State of Louisiana, represented and appearing herein through Friday Ellis, Mayor, and Carolus S. Riley, City Clerk, both duly authorized hereunto by virtue of an ordinance adopted by the governing authority of the City on January 28, 2020, whose mailing address is 400 Lea Joyner Expressway, Monroe, Louisiana 71201;
>
> **DOWNTOWN ECONOMIC DEVELOPMENT DISTRICT OF THE CITY OF MONROE, STATE OF LOUISIANA** (the "**District**"), a political subdivision of the State of Louisiana, represented and appearing herein through Larry Bratton, its Chairman, duly authorized hereunto by virtue of a resolution adopted by the governing authority of the District on __ 2020, whose mailing address is _____, Monroe, Louisiana 712__;

WHO DECLARED that they are each a political subdivision of the State of Louisiana and desire to avail themselves of the provisions of Article VI, Section 20 and Article VII, Section 14(C) of the Louisiana Constitution of 1974, The Local Services Law (Sub-Part A, Part VII, Chapter 2 of Title 33 of the Louisiana Revised Statutes of 1950, as amended), the Cooperative Economic Development Law (Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended), and Part II, Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31, *et seq.*), by entering into this Agreement for the objects and purposes and under the conditions, covenants and stipulations hereinafter set forth.

W I T N E S S E T H

WHEREAS, the District was created by the legislature of the State of Louisiana pursuant to the provisions of Part I, Chapter 6, Subpart E, Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:2740.49, *et seq.*) (the "**District Act**").

WHEREAS, Section 2740.49(H) of the District Act, grants the District the authority provided to economic development districts under Part II, Chapter 27, Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31, *et seq.*) (the "**EDD Act**", and collectively with the District Act, the "**Authorizing Legislation**").

WHEREAS, pursuant to the Authorizing Legislation, the District, with the consent of the City as set forth in this Agreement and as expressed pursuant to an Ordinance adopted by the governing authority of the City on January 28, 2020 (the "**City Ordinance**"), desires to finance Economic Development Projects as defined in the EDD Act (particularly in La. R.S. 33: 9038.34(M) and La. R.S. 33:9038.36) within the boundaries of the District, through ad valorem property tax and sales tax increments (collectively, the "**Tax Increments**") collected by the City within the District as set forth herein; and

WHEREAS, Article VI, Section 20 of the Louisiana Constitution of 1974 provides that a political subdivision may exercise and perform any authorized power and function, including

financing, jointly or in cooperation with one or more political subdivisions, either within or without the state, or with the United States or its agencies; and

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974 provides that the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual; and

WHEREAS, Sub-Part A, Part VII, Chapter 2 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:1321, *et seq.*) ("**The Local Services Law**"), provides that political subdivisions may engage jointly in the construction, acquisition or improvement of any public project or improvement, the promotion and maintenance of any undertaking or the exercise of any power, provided at least one of the participants is authorized under a provision of general or special law to perform such activity or exercise such power as may be necessary for completion of the undertaking; and

WHEREAS, under The Local Services Law such arrangements may provide for the joint use of funds, facilities, personnel or property or any combination thereof necessary to accomplish the purposes of the agreement, and such agreements may include but are not limited to activities concerning the construction or acquisition or improvement, and operation, repair and maintenance of public projects or improvements; and

WHEREAS, Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9020, *et seq.*) (the "**Cooperative Economic Development Law**"), provides that local governmental subdivisions (including municipalities) may cooperate or engage in cooperative endeavors providing for cooperative financing of economic development projects with other local governmental subdivisions or with any other private or public entity or person, for the purpose of aiding in cooperative development, all as defined in the Cooperative Economic Development Law; and

WHEREAS, the City and the District expect that they will receive benefits from the acquisition, construction and development of the economic development projects in the form of increased employment, increased sales tax and property tax revenues, and the enhancement of tourism, entertainment, recreation, and retail shopping alternatives in the City to benefit residents of the City, as further set forth herein;

NOW, THEREFORE, the City and the District each agree to perform their respective obligations under this Agreement in accordance with the conditions, covenants and procedures set forth herein and in the exhibits attached hereto and made a part hereof as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions. The following terms shall, for purposes of this Agreement, have the following meanings:

"**Agreement**" shall mean this Cooperative Endeavor Agreement as it may be amended or modified from time to time or at any time in accordance with the terms hereof.

"Annual Property Tax Increment" shall mean the District Property Tax Net Revenues collected during any Fiscal Year which exceeds the amount that would have been collected if levied against the Property Tax Base Assessment, but shall not exceed $500,000 for any Fiscal Year.

"Annual Sales Tax Increment" shall mean the amount by which the District Sales Tax Net Revenues collected by the City during any Fiscal Year exceeds the Sales Tax Annual Base. The Annual Sales Tax Increment shall consist of and be equal to the aggregate Monthly Sales Tax Increments during each applicable Fiscal Year, but shall not exceed $500,000 for any Fiscal Year.

"Authorizing Legislation" shall mean collectively, the District Act and the EDD Act.

"City" shall mean the City of Monroe, State of Louisiana.

"City Ordinance" shall mean Ordinance No. ____ adopted by the City Council of the City, authorizing the City's entering into this Agreement and expressing the consent of the City for the District to utilize the Tax Increments in the manner provided under this Agreement.

"Eligible City Property Taxes" shall mean the property taxes currently being levied and collected by the Tax Collector on behalf of the City within the boundaries of the District which are listed on Exhibit C-1 attached hereto, which exhibit shall be supplemented from time to time to provide for any new taxes eligible for infrastructure projects and/or existing taxes that are not renewed.

"Eligible City Sales Taxes" shall mean the sales and use taxes currently being levied and collected by the City within the boundaries of the District which are listed on Exhibit C-2 attached hereto which exhibit shall be supplemented from time to time to provide for any new taxes eligible for infrastructure projects and/or existing taxes that are not renewed.

"District Property Tax Net Revenues" shall mean the avails or proceeds of Eligible City Property Taxes after there have first been paid from the gross avails or proceeds of such ad valorem property taxes, the reasonable and necessary costs and expenses of collecting and administering such ad valorem property taxes.

"District Sales Tax Net Revenues" shall mean the avails or proceeds of Eligible City Sales Taxes, after there have first been paid from the gross avails or proceeds of such sales and use taxes, the reasonable and necessary costs and expenses of collecting and administering such sales and use taxes.

"Department" shall mean the City of Monroe Tax and Revenue Department.

"District" shall mean the Downtown Economic Development District of the City of Monroe, State of Louisiana, the boundaries of which are shown on Exhibit A hereto, and any expansions to such geographical area pursuant to the Authorizing Legislation following the Effective Date. Notwithstanding the terms of Section 4.10 hereof, no amendment to this Agreement or to Exhibit A hereto shall be required in the event the District's boundaries are expanded to encompass adjacent areas.

"District Act" shall mean Part I, Chapter 6, Subpart E, Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:2740.49, et seq.)

"District Representative" shall mean the Chairman of the Board of Commissioners of the District or such other representative duly appointed in such capacity by resolution of the Board of Commissioners of the District.

"Economic Development Project" shall mean shall mean, without limitation, any and all projects suitable to any industry determined by the City and the District to create economic development in the District as set forth in La. R.S. 33: 9038.34(M) and La. R.S. 33:9038.36, including, without limitation, the public works and infrastructure and projects which have been designated by the District as its priority projects set forth on Exhibit B attached hereto.

"EDD Act" shall mean Part II, Chapter 27, Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31, et seq.).

"Effective Date" shall mean the date of this Agreement as specified herein.

"Fiscal Year" shall mean the City's one-year accounting period as determined by the governing authority of the City, currently the year ending April 30 of each year.

"Force Majeure" shall mean and shall be limited to: an event which is beyond the reasonable control of the Company and which causes a delay or failure to perform obligations hereunder, including without limitation acts of God, earthquake, fire, explosion, war, civil insurrection, acts of the public enemy, acts of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornadoes, severe snow storms, Indian uprisings, major equipment failure, utility disruption, failure of a major supplier to perform its obligation to the Company not arising out of or involving a failure toward such supplier by the Company, strikes, lockouts or other labor disputes with respect to which the Company has not been determined by the National Labor Relations Board to have engaged in any unfair labor practices, or change in law or the interpretation thereof by responsible authority which shall prohibit any change in the operation of the Project or materially increase the costs of the foregoing beyond those foreseeable on the date hereof, so long as, in any such case (i) such events are beyond the reasonable control of, and should not in the exercise of reasonable caution have been foreseen and avoided or mitigated by, the Company and (ii) the Company is using its best reasonable efforts to remedy the effects thereof.

"Monthly Sales Tax Base" shall mean the amounts as determined by the Department to be the average monthly amount of Eligible City Sales Taxes collected in the District based on the Sales Tax Annual Base, which Monthly Sales Tax Base is determined initially to be One Hundred Seventy Five Thousand Dollars ($175,000) per month, but may be adjusted by the Department as necessary to avoid annual shortfall and/or over collection adjustments required by Section 3.02 hereof.

"Monthly Sales Tax Collection" shall mean the Eligible City Sales Tax Net Revenues collected during each calendar month of the Term.

"Monthly Sales Tax Increment" shall mean the amount by which the Monthly Sales Tax Collection exceeds the Monthly Sales Tax Base.

"Property Tax Base Assessment" shall mean the total assessed value of real property within the boundaries of the District during the Fiscal Year ended September 30, 2019, which has been determined to be Twelve Million, nine hundred thousand Dollars ($12,900,000).

"Sales Tax Annual Base" shall mean the aggregate amount of Eligible City Sales Taxes collected during the Fiscal Year ended September 30, 2010, which has been determined by the Department to be Two Million, One Hundred Five Thousand dollars ($2,105,000).

"State" shall mean the State of Louisiana.

"Tax Collector" shall mean the Ouachita Parish Tax Collector or such other person or entity that collects ad valorem property taxes on behalf of the City.

"Tax Increments" shall mean collectively, the Annual Property Tax Increment, the Monthly Sales Tax Increments and the Annual Sales Tax Increments.

"Term" shall mean the term of this Agreement as set forth in Section 2.07 hereof.

"Termination Date" shall mean December 1, 2045, unless extended in writing by the City and the District acting pursuant to authority granted by their respective governing authorities.

"Trust Fund for Property Tax Increments" shall mean the Downtown Economic Development District of the City of Monroe Ad Valorem Property Tax Trust Fund established pursuant to La. R.S. 33:9038.33(O), which constitutes a special trust fund for the furtherance of Economic Development Projects, into which the Annual Property Tax Increments will be deposited and expended in the manner set forth herein.

"Trust Fund for Sales Tax Increments" shall mean the Downtown Economic Development District of the City of Monroe Sales Tax Increment Trust Fund established pursuant to La. R.S. 33:9038.34(O), which constitutes a special trust fund for the furtherance of Economic Development Projects, into which the Monthly Sales Tax Increments will be deposited and expended in the manner set forth herein.

SECTION 1.02. Use of Defined Terms. Terms defined in this Agreement shall have their defined meanings when used herein and in any document, certificate, report or agreement furnished from time to time in connection with this Agreement unless the context otherwise requires.

ARTICLE II

REPRESENTATIONS OF THE CITY AND THE DISTRICT

SECTION 2.01. City and District Authority. The City and the District have all requisite power pursuant to the Authorizing Legislation, Article VI, Section 20 and Article VII, Section 14(C) of the Louisiana Constitution of 1974, the Local Services Law and the Cooperative Economic Development Law to enter into this Agreement and perform their obligations hereunder, and there are no contracts or obligations in conflict herewith.

SECTION 2.02. Collections. The District and the City both hereby represent that the current internal collection process of the City through the Department and on behalf of the City by the Tax Collector are adequate for the purpose of collecting, classifying, reconciling, calculating and remitting the Tax Increments as set forth in this Agreement.

SECTION 2.03. Accuracy of Base Collections. The City and the District hereby represent and acknowledge that the Property Tax Annual Base, the Monthly Sales Tax Base and the Sales Tax Annual Base are accurate as stated herein in all material respects for purposes of this Agreement.

SECTION 2.04. Legal Authorizations. In accordance with Section 2740.49(H) of the District Act, the District is utilizing the authority of economic development districts under the EDD Act to receive the Tax Increments from the City in accordance with this Agreement. The governing authorities of the City and the District, each have approved the execution of this Agreement.

SECTION 2.05. No Suits. Except as may be otherwise disclosed in writing, to the best of the knowledge of the District and the City, there is no action suit, investigation or proceeding pending, or threatened, against the District or the City, before any court, arbitrator, or administrative or governmental body, or insurance of operations of the District or the City or which might adversely affect the ability of the District or the City to comply with their respective obligations hereunder or in connection with the transactions contemplated hereby, relative to this Agreement and the Reimbursement Undertaking.

SECTION 2.06. Agreement not Intended to be Indebtedness. Although the District may issue bonds or other indebtedness relating to the District, and may pledge this Agreement in accordance with Section 3.05 hereof, the essence of the undertakings of the City and the District hereunder is for the City, the District and the Company to work cooperatively for the payment of the costs of Economic Development Projects. The undertakings of the City and the District described herein do not represent and are not intended to create any indebtedness on the part of the City or the District, since such undertakings of the City and the District do not involve any loan of moneys or assets of the City or the District or *vice versa*, nor the issuance of any indebtedness by the City or the District, but only for the cooperative use of the revenues of the Tax Increments for the purposes and under the conditions described herein.

SECTION 2.07. Term of this Agreement. This Agreement shall be effective upon execution by all the parties hereto and shall terminate on the Termination Date. If bonds or other indebtedness are issued by the District that are secured by the Tax Increments as provided in Section 3.05 hereof, then neither party shall have the right to shorten the Termination Date without prior written consent of the holders of all outstanding bonds or other indebtedness.

ARTICLE III

COOPERATIVE ENDEAVOR OBLIGATIONS

SECTION 3.01. Relating to Article VII, Section 14 of the Louisiana Constitution. In entering into this Agreement it is not the intent of the City, the District or the Company to enter

into a gratuitous transfer of public funds because such parties expect that acquisition, construction and installation of the Project will be an "Economic Development Project" within the meaning of La. R.S. 33:9038.34, and that they will each receive something of value in return for the performance of their obligations hereunder, which is:

(a) in the case of the City, the elimination of blighted and vacant property, promotion of economic development in the areas of the City encompassed by the District, the creation of jobs, enhancement of the property tax and sales tax base of the City, the creation of additional local recreational and retail shopping alternatives for residents of the City, and the generation of additional sales and property tax revenues for infrastructure and other necessary capital expenditures in and for the City;

(b) in the case of the District, the elimination of blighted and vacant property, the promotion of economic development in the District, the creation of jobs, the enhancement of the property tax and sales tax base of the District, the creation of additional local recreational and retail shopping alternatives for residents of the City, and the generation of additional sales and property tax revenues for infrastructure and other necessary capital expenditures in and for the District.

Additionally, the City, the District and the Company will have reciprocal obligations relating to the satisfaction of the additional requirements set forth herein with respect to the allocation, expenditure and use of the Tax Increments.

The City and the District further find and determine that (a) both the City and the District have the legal authority to enter into this Agreement, and (b) the Economic Development Projects will create a public benefit, specifically the elimination of blighted and vacant property, the creation of jobs, the enhancement of the property tax, and sales tax base of the City, the creation of additional local recreational and retail shopping alternatives for residents of the City, an increase in the generation of sales and property tax revenues for infrastructure and other necessary capital expenditures in and for the City and the District, proportionate to their respective obligations under this Agreement.

The City and the District agree and acknowledge that Article VII, Section 14 of the Louisiana Constitution requires that the City receive equivalent value for its remittance of the Tax Increments for the benefit of the District in the form of the Economic Development Projects. To that end, the District agrees and acknowledges that the District has the affirmative obligation to pursue the Economic Development Projects to the fullest extent available from the Tax Increments.

SECTION 3.02. Calculations. The Department shall be responsible for calculating the Tax Increments due under this Agreement and for the collection and deposit of such Tax Increments in accordance with Section 3.03 hereof. The District and the Department may review the calculations and deposits of Tax Increments on an annual basis, but not later than June 1 of each year, to determine that the correct amount of Annual Sales Tax Increment and/or the Annual Property Tax Increment for the most recent completed Fiscal Year were correct, and make adjustments as set forth in the following paragraph.

If it is determined that for any period of time less monies have been transferred than were due, or more monies have been transferred than were due, for whatever reason, the District and/or the Department shall direct an adjustment in the Tax Increments paid into the respective Trust Funds in order that the shortfall or over-collection of revenues due to the District for any prior period is eliminated as soon as practicable and in any event no more than ninety days subsequent to the recalculation giving rise to the need for the adjustment, provided that the District shall not be obligated to use any funds for adjustments other than from Tax Increment revenues.

SECTION 3.03. Collection Process. The City hereby covenants and agrees to direct the Department to calculate, collect and deposit the Monthly Sales Tax Increments and the Annual Property Tax Increments for the benefit of the District as follows:

(a) Monthly Sales Tax Increments. The Monthly Sales Tax Increment shall be deposited into the Trust Fund for Sales Tax Increments on at least a quarterly basis, each calendar quarter (i.e., January – March; April – June; July – September; and October – December). The Department shall classify and reconcile City Sales and Use Tax receipts that are collected within the District as promptly as practicable, and in any event no more than sixty calendar days after the close of the filing quarter and shall inform the District Representative, as soon as practicable, as to the amount of receipts on deposit in the Trust Fund for Annual Sales Tax Increments. It shall be the continuing duty of the Department to deposit all Monthly Sales Tax Increment into the Trust Fund for Annual Sales Tax Increments on at least a quarterly basis for the term of this Agreement.

(b) Annual Property Tax Increments. The Annual Property Tax Increments shall be deposited into the Trust Fund for Annual Property Tax Increments on a bi-annual basis, not later than March 1 and June 1 of each calendar year. The Department shall classify and reconcile City Property Tax receipts that are collected within the District as promptly as practicable, and in any event by February 1 and May 1 or each year, and shall inform the District Representative, as soon as practicable, as to the amount of receipts on deposit in the Trust Fund for Annual Property Tax Increments. It shall be the continuing duty of the Department to deposit all Annual Property Tax Increments into the Trust Fund for Annual Property Tax Increments on such bi-annual basis for the term of this Agreement.

SECTION 3.04. Disbursement of Amounts Held in Trust Funds. The funds deposited in the respective trust funds in accordance with Section 3.03 hereof may be disbursed from time to time to pay the costs of Economic Development Projects in the District or for any other purpose approved by the City Council of the City that is permitted by the Authorizing Legislation. Funds shall be disbursed pursuant to a requisition executed by a District Representative and delivered to the Department. All requisitions submitted shall be in substantially the form as set forth on **Exhibit D** attached hereto, and shall be approved in writing by the Mayor of the City; provided that the Mayor may delegate this authority to another representative of the City pursuant to a resolution approved by the City Council.

SECTION 3.05. Rescission or Amendment. In no event shall any rescission or amendment to this Agreement be effective without the prior written consent of the affected parties hereto, as well as a certificate of the District setting forth a determination by the District

that, taking into account all relevant facts and circumstances, including, if and to the extent the District deems appropriate, an opinion of counsel as to legal matters and other consultants and advisors, such action will not have a material adverse effect the holders of any bonds or other indebtedness secured by the Tax Increments.

SECTION 3.06. Bonds or Debt Obligation Secured by Tax Increments. From time to time the District shall be allowed to issue or other bonded indebtedness from an irrevocable pledge and dedication of up to the full amount of the Tax Increment revenues available under this Agreement for the purposes of the Economic Development Projects. Prior to the issuance of such bonded indebtedness, (but only to the extent applicable at the time of such determination to issue bonded indebtedness) the District, in accordance with Section 2740.49(H)(1) of the District Act, shall submit the issuance of such bonds and the pledge of Tax Increment revenues to the electorate of the District for approval. The City covenants and agrees to cooperate with the District with respect to any approvals that may be required by the Louisiana Secretary of State or other approving bodies in presenting the proposition to the electorate of the District. The term of such bonded indebtedness shall not exceed the term of this Agreement.

In connection with the issuance of bonded indebtedness under this Section 3.06, the District may pledge and assign its rights under this Agreement for the benefit of the bondholders, including the rights to receive Tax Increment revenues and its rights in and to amounts held in the respective Trust Funds; provided that such bonded indebtedness shall not constitute an indebtedness or obligation of the City other than the obligation to remit the Tax Increments to the District as set forth in this Agreement.

ARTICLE IV

MISCELLANEOUS

SECTION 4.01. Liberal Construction. This Agreement shall be construed liberally to secure the beneficial intents and purposes hereof.

SECTION 4.02. Notices. All reports, statements or notices required or advisable to be given hereunder shall be deemed to be given if sent to the parties hereto at the addresses shown in the appearances to this Agreement.

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or by private, commercial carrier, express mail, such as Federal Express, or sent by email, fax or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving party. All such communications shall be mailed, sent or delivered to the address or numbers set forth above, or as to each party at such other addresses or numbers as shall be designated by such party in a written notice to the other party.

SECTION 4.03. Further Assurances. From time to time hereafter, the City and the District shall execute and deliver such additional instruments, certificates or documents, and take all such actions as each party hereto may reasonably request for the purpose of fulfilling their obligations hereunder. Without limiting the foregoing, within fifteen (15) days following the request from any party hereto, each other party shall deliver to the requesting party, an estoppel certificate stating, to the best of such parties' knowledge or belief: (i) whether or not this Agreement is in full force and effect and the extent to which this Agreement has been supplemented, modified or amended; (ii) whether or not there are any defaults or breaches under this Agreement or conditions that, with the passage of time, the giving of notice, or both, would constitute a default or breach under this Agreement (and, if applicable, the nature of such defaults, breaches or conditions); (iii) whether the conditions and agreements under this Agreement have been satisfied or performed as of the date of such estoppel certificate (and, if applicable, the nature of any failures); and (iv) the amounts of paid and unpaid reimbursements for the term of the Agreement or for particular years thereof. Any such statement or certificate may be conclusively relied upon by the party requesting the estoppel certificate.

SECTION 4.04. Venue. Any suit brought by any party hereto arising out of or by reason of this Agreement, or otherwise, shall be brought, if against the District, the City or the Company, in the 4th Judicial District Court, Ouachita Parish, Louisiana.

SECTION 4.05. Severability. To the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

SECTION 4.06. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of the City or the District, in his or her individual capacity, and neither the officers thereof nor any official executing this Agreement shall be liable personally with respect hereto or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement. No partner, member, shareholder, officer, director, trustee, beneficiary, employee, agent, contractor or consultant of the Company (disclosed or undisclosed) shall have any personal liability to the City, the District or the Department or any of their respective successors in interest with respect to the subject matter of this Agreement.

SECTION 4.07. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or extent of any of the provisions of this Agreement.

SECTION 4.08. Counterparts. This Agreement may be executed in several counterparts, each which shall be an original and all of which when taken together shall be deemed one and the same Agreement.

SECTION 4.09. Governing Law. This Agreement shall be constructed in accordance with and governed by the laws of the State of Louisiana.

SECTION 4.10. Amendment and/or Modification. Neither this Agreement nor any term, provision or exhibit hereof may be changed, waived, discharged, amended or modified orally, or in any manner other than by an instrument in writing signed by all of the parties hereto.

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THIS COOPERATIVE ENDEAVOR AGREEMENT IS THEREFORE DONE AND PASSED in multiple counterparts as of the date aforesaid, in the presence of the undersigned competent witnesses, who hereunto sign their names with the City, the District and the Company.

CITY OF MONROE,
STATE OF LOUISIANA

ATTEST:

By:_____
Friday Ellis, Mayor

By:_____
Carolus S. Riley, City Clerk

DOWNTOWN ECONOMIC DEVELOPMENT
DISTRICT OF THE CITY OF MONROE,
STATE OF LOUISIANA

ATTEST:

By:_____
Larry Bratton, Chairman

By:_____

EXHIBIT A
to Cooperative Endeavor Agreement

BOUNDARIES AND MAP OF DOWNTOWN ECONOMIC DEVELOPMENT DISTRICT OF THE CITY OF MONROE, STATE OF LOUISIANA

[LEGAL DESCRIPTION TO COME]

EXHIBIT B
to Cooperative Endeavor Agreement

DESCRIPTION OF PRIORITY ECONOMIC DEVELOPMENT PROJECTS

Desiard St	South Grand to 11th St Comprehensive Infrastructure: Drainage, Street Work, Utility upgrades, Sidewalks/ Pedestrian X-Walks, Lightning, Security, and Landscaping
Jackson St	I-20 to Desiard St. Comprehensive Infrastructure : Drainage, Street Work, Utility upgrades, Sidewalks/Pedestrian X-Walks, Lightning, Security, and Landscaping
Walnut St	Louisville to Desiard Comprehensive Infrastructure : Drainage, Street Work, Utility upgrades, Sidewalks/Pedestrian X-Walks, Lightning, Security, and Landscaping
RiverWalk	Warehouse Restaurant to River Market Pedestrian Walk following the Seawall
Marina	Identified at River Market

EXHIBIT C-1
to Cooperative Endeavor Agreement

ELIGIBLE CITY PROPERTY TAXES

Total 16.97 mills (levied) property taxes listed as follows:

City-Wide Taxes	Date Renewed By Voters	Authorized Millage	Levied Millage	Expiration Date
General Fund	Statutory	12.41	10.49	Statutory
Recreation Facilities	2013	1.88	1.89	2023
Drainage Facilities	2013	1.31	1.32	2023
Capital Improvements	2018	3.25	3.27	2028

EXHIBIT C-2
to Cooperative Endeavor Agreement

ELIGIBLE CITY SALES TAXES

Total 3.5% Eligible City Sales Taxes as follows:

A one-half per cent city sales tax is dedicated to the General Fund for payment of salaries of city employees and capital improvements. The sales tax, which began on March 1, 1968, is for an indefinite period.

A one per cent city sales tax is dedicated to the General Fund for any lawful purpose of the City, including payment of operating expenses. The sales tax, which began on January 1, 1975, is for an indefinite period.

A one per cent city sales tax is dedicated to the General Fund for constructing, acquiring, extending, improving, maintaining, and operating capital improvements and facilities of the City and paying general operating expenses of the City. The sales tax, which began on February 1, 1983, is for an indefinite period.

A ten year one per cent sales tax passed by the voters on November 8, 1994 which was for the street program was extended by twenty-five years and its uses expanded by the voters on May 5, 2001. The proceeds can be utilized for all infrastructures including but not limited to streets, water, sewer and drainage and other related capital expenditures. The tax will expire in 2029.

EXHIBIT D
to Cooperative Endeavor Agreement

FORM OF REQUISITION

Date:_____

City of Monroe,
State of Louisiana

Re: $_____ Revenue Bonds, Series 20__
Downtown Economic Development District of the City of Monroe,
State of Louisiana

Requisition Number: ____

The undersigned District Representative, acting for and on behalf of the Downtown Economic Development District of the City of Monroe, State of Louisiana, pursuant to its cooperative endeavor agreement dated _____, 20__ (the "CEA"), relating to the above captioned issue of Bonds (the "Bonds") hereby requests a disbursement of funds to be made pursuant to Section 3.04. of the CEA. Capitalized terms used herein shall have the meanings ascribed thereto in the CEA.

Amount of Disbursement: $_____

Purpose of Payment: _____

Aggregate Amount of Disbursements made to date after giving effect to this Requisition Amount $_____

DOWNTOWN ECONOMIC DEVELOPMENT DISTRICT OF THE CITY OF MONROE, STATE OF LOUISIANA

By:_____
Printed Name: _____
Title: District Representative

Date Paid: _____

CITY OF MONROE,
STATE OF LOUISIANA

_____
_____, Mayor