

AGENDA  
City of Monroe

LEGAL & REGULAR SESSION – NOVEMBER 28, 2023, 6:00PM  
CITY COUNCIL CHAMBERS CITY HALL

I: ROLL CALL AND DECLARE QUORUM:

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

III: COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

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

IV: APPROVE MINUTES OF THE LEGAL AND REGULAR SESSION OF NOVEMBER 14, 2023:  
(PUBLIC COMMENTS)

V: PRESENTATION: Fiscal Year Audit Presentation:  
Allen, Green & Williamson

VI: PUBLIC HEARINGS:  
NONE.

PROPOSED CONDEMNATIONS:

(Public Comment)

1. 3307 Pearl Street (D4) (Owner – Ronald D. Richards)

VII: ACCEPTANCE OR REJECTION OF BIDS:

(Public Comment)  
None.

VIII: RESOLUTIONS AND MINUTE ENTRIES:

1. Council:

Public Comment:

(a) Adopt a Resolution granting an exception to the Open Container Ordinance to the Twin City Art Foundation for an event (Artist Mixer) at the Masur Museum of Art pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto.

(b) Adopt a Resolution authorizing a designated city representative to execute Addendum No. 1 to the Cooperative Endeavor Agreement between the City of Monroe and Free Me Association d/b/a Monroe City Academy League (MCAL) and further providing with respect thereto. (Marshall)

2. Department of Administration:

(a) Consider request from the Purchasing Division for authorization for an authorized City representative to advertise for bids for the Bayou Bartholomew Pump No. 2 Replacement Project. The Engineer's estimate is \$715,000.00. The DBE goal is 0% and the source of funds is the Water Capital Funds.

(b) Consider an Application by Hailey Ray dba Dizzy Donkey, 521 DeSiard St., Monroe LA 71201 for a New 2023 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupy Cleared)

(c) Consider twenty-eight (28) Renewal Applications for a New 2024 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.

(d) Consider twenty-one (21) Renewal Applications for a New 2024 Class B 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 2024 Class C Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.

(f) Consider one (1) Renewal Application for a New 2024 Class E 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 a designated city representative to enter into and execute an Agreement between the City of Monroe and Community Housing Development Organization (CHDO) AHAYAH Community Development Corporation, Inc. in the amount of \$50,000.00 from HOME M-22-MC-22-0206, and further providing with respect thereto.

(b) Adopt a Resolution authorizing a designated city representative to enter into and execute an Agreement by and between the City of Monroe and Community Housing Development Organization (CHDO) AHAYAH Community Development Corporation Inc. for the reconstruction of 2613 Price Street and further providing with respect thereto.

(c) Adopt a Resolution authorizing the City of Monroe to accept grant funding through the US Department of Housing and Urban Development (HUD) "Lead Hazard and Control and Healthy Homes" Grant Program and further providing with respect thereto.

4. Legal Department:

Public Comment:  
None.

5. Mayor's Office:

Public Comment:  
None.

6. Department of Public Works:

Public Comment:  
None.

7. Department of Community Affairs:

Public Comment:  
None.

8. Police Department:

Public Comment:  
None.

9. Fire Department:

Public Comment:  
None.

10. Engineering Services:

Public Comment:

(a) Adopt a Resolution accepting as partially (Phase 1 of 2) substantially complete work done by Max Foote Construction Company for the Water Treatment Plant Renovation and Expansion Project and further providing with respect thereto.

(b) Adopt a Resolution accepting as substantially complete work done by Benchmark Construction Group of Louisiana, LLC for the Benoit Recreation Center Parking Lot Improvements Project and further providing with respect thereto.

BREAK IF NEEDED:

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:

None.

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

Open Public Hearing/Public Comment/Close Hearing:

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

Open Public Hearing/Public Comment/Close Hearing:

(b) Finally adopt an Ordinance amending and reenacting Section 4-15 of the City of Monroe Code relating to Alcohol License Fees for new businesses and further providing with respect thereto. (Admin.)

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.

City Hall, Monroe, Louisiana  
November 14, 2023  
6:00 p.m.

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

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

There was absent: None.

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

The Invocation was led by Elder Donald Givens.

COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

Mr. Harvey had no announcements.

Ms. Woods thanked Mr. Givens for giving such a beautiful poem and prayer. For clarity, she wanted to know if her microphone was on, and she noted last time she did announcements her microphone was off, and no one heard her announcements. She stated that it is very good to see everyone, and God has been busy in Monroe, LA and he has been gathering his flowers for their heavenly home. She expressed her condolences to Judge Tammy Lee and her family. She said their mother, who was a jewel and a big person in the community, passed away on Sunday and before a week has passed, she has been funeralized and life is going on. She noted if you see Judge Lee, her siblings, or anyone in that family please share with them your condolences because they are going through a hard time right now. She stated that she was at the service, and it was a beautiful service fitting for a woman of her stature, a queen. She further noted she is asking for condolences for former Councilmember Mr. Kenneth Wilson, his wife, and Mr. Darryl Berry, Monroe City School Board, on the passing of their mother and mother-in-law. She said that she is close with her mother, and she understands how difficult this can be. On another note, she stated she will not be in town for the employee breakfast, and she took the opportunity to say Happy Thanksgiving and she thanked all the City of Monroe employees for all the wonderful things they do. She further stated there are a lot of things the City needs to work on but there are a lot of things that are being done that are good in the City. She gave a special presentation to Elder Donald Givens to thank him for the melodious music he has given this community over the years and his continued service to our community.

Mr. Marshall thanked everyone for coming out to the City Council meeting. He said he had a long day working with Mr. John Robert Smith, his staff, administration, and some of the participants in the community that traveled on South 2<sup>nd</sup> Street. He said they observed the corridor to gather information on how to make it safer and how enhancing that area can make it more accessible for pedestrians that are handicapped, for the roads, and bikers. He said Mr. Smith is going to elaborate more on this project and he expressed his appreciation for Mr. Smith taking the time to see how the community can better enhance District 4 and the City of Monroe as a whole. On another note, he announced "Jazz on the Que Note" on Saturday, and he said if you are not doing anything come party with the Ques. He expressed his condolences to Coach Tank (Mr. Alex Washington) who lost his mother, and he said her Homegoing service will be November 17<sup>th</sup>. He noted there has been a lot going on in the community and a lot of talk about criminal activity and he said he wants to continue to have those conversations. He said the City kind of puts it to the waste side and don't put much emphasis on it, until it happens again. He further noted he is going to keep applying pressure and he said he had a chance to talk to a couple of business owners about no loitering. He said he encourages all business owners along the corridors that there is no need for anyone to be standing outside of their business for hours at a time. He said business owners have agreed to put up no loitering signs and it is voluntary. He said the City is trying to make our streets safer, not only for the kids but anyone who wants to stop in the City of Monroe. He said the City wants to make sure everyone is comfortable and safe.

Mrs. Dawson thanked everyone for being in attendance and she expressed her condolences to the families that have lost loved ones in the past few weeks. She announced Load up Delivery, LLC, a courier company, and she said if you are in need of any type of courier service, please contact

Mr. Xavier Lee at [loadupdelivery@gmail.com](mailto:loadupdelivery@gmail.com). She said the Community Family of Faith Church will host Feast of Hope on November 21<sup>st</sup> at 11:00am, they will be feeding 400 people, and the Monroe Police Department will be in attendance passing out sanitizer bags and winter survival kits. She noted if you would like to attend please contact Pastor Vance Price or Community Family of Faith Church. She announced the stage play, "The Secrets in the City", produced and directed by Mr. Donterrio Anderson on Sunday, November 19<sup>th</sup> at the Monroe Civic Center at 5pm, tickets for general admission are \$20, VIP \$40, and \$30 at the door. She said Arts with Passion presents "A Christmas Musical Dinner Theatre" on Sunday, December 10<sup>th</sup> at 5:30pm at the Mount Zion Family Life Center, tickets are \$30, and for more information visit [artswithpassion.com](http://artswithpassion.com). She further noted if you know anyone who is needing a turkey for the Holiday season, please inbox her to let her know. She said First Missionary Baptist Church will have a Turkey Giveaway on Friday, November 17<sup>th</sup> from 1pm to 5pm at the 507 Swayze Street Monroe, LA 71201. She said if you know anyone needing a turkey she can reserve one for them or they can call First Missionary Baptist Church at 318-325-7417 to pick it up on Friday. She noted Nash In A Dash are having a Praise-Giving Celebration for Seniors on Wednesday, November 15<sup>th</sup> at 11am at the Monroe Civic Center Convention Hall. She further noted if you know of any seniors that would like a Thanksgiving meal, please have them attend this event. She further announced the groundbreaking of the Dollar General Market this week coming to District 5. She said the estimated date of opening is February 2024. She thanked everyone who has put their hands into this project to make it happen and she said the City has been needing this for a very long time.

Mayor Friday Ellis stated to be on the lookout for new park furniture which was some of the short term projects for the Parks and Recreation Master Plan. He said some of the immediate projects are popping up such as the basketball murals, all the work with the City parking lot, lighting and beautification with the City recreation centers. He said these are small things the City is working toward for everyone to understand, these are not plans that sit on a shelf there are dollars aligned and the City is making it happen. He said the Dollar General (DG) groundbreaking is causing a lot of excitement for residents and some residents have to travel 5 miles to make groceries. He said the store will not only serve people in South Monroe but also residents South of Ouachita Parish. He thanked the staff that pressed really hard to ensure that this was not only another Dollar General but a Dollar General market. Mayor Ellis further announced the memorial building dedication in honor of former Monroe, LA Mayor Abe Pierce on Monday November 20<sup>th</sup>. He said the City had the pleasure of honoring a very special man in the community and he said Elder Givens makes up a unique fingerprint of Monroe. He said it wouldn't be Monroe without the saxophone man and he said Mr. Givens picked up the saxophone at the age of 62. He said he is a veteran who served during the Vietnam War and the City wanted to honor him to thank him for his service and continuing to serve the City of Monroe. He said Mr. Givens was given the key to the City, but it didn't turn out the way the City wanted it to. Mayor Ellis presented Mr. Givens with a key to the City of Monroe. On another note, Mayor Ellis introduced Mr. John Robert Smith, Senior Policy Advisor and Mr. Dustin Robertson, Program Manager Thriving Communities with Smart Growth America. He stated they have been in town for the last day and a half to talk to the City about what they call complete street and the safety of residents on the street. He said a while back the City Council passed matching funds for the City to pursue a Raise Grant to redo the corridor from South 2<sup>nd</sup> Street and Winnsboro Road all the way down into the City's downtown core connecting residents to the future Amtrak station. He said he can't think of a better team than Smart Growth America to provide technical assistance and come into the community, to provide community feedback because the City is ultimately designing the road for the community. He said Mr. Smith has been a friend to the City of Monroe for a very long time. He said Mr. Smith has been working very hard in front and behind the scenes to expand passenger rail along the I-20 corridor.

Mr. John Robert Smith, Senior Policy Advisor, stated on behalf of his colleague Mr. Dustin Robertson, Program Manager Thriving Communities wanted everyone to know how pleased they are to be back in Monroe. He said he has been in Monroe a number of times and what struck him about Monroe is the possibilities the City have and the fact the City is moving and acting on those possibilities. He said he told the Mayor and Mayor Ronny Walker of Ruston, LA several years ago they would get the City a train from Meridian, MS or Dallas/Fort Worth, TX and they will take the Crescent train which travels from New York to New Orleans and when it passes through Meridian it will split and bring the over night section across central Mississippi, North Louisiana, and into Dallas/Fort Worth, TX. He said he also happen to be the Chairman on the board for

Amtrak for a few years and they were 3 weeks from starting that train when unfortunately, the administration at the time zeroed out all funding for passenger rail. He said Amtrak has applied for a grant from the federal government, policy that was wrote to be in Infrastructure Investment and Jobs Act (IIJA), very strong support from Senator Bill Cassidy, and from the congressional delegation across North Louisiana. On another note, he noted he was on the City Council for four years and for 16 years he was the Mayor of his hometown, which was a full time position, and he has been in Washington, D.C. for the pass fourteen years doing the work he does now. He said Mr. Dustin Robertson has been working with him out of the thriving communities portion of their work at Smart Growth America. He stated Smart growth America is a mission driven entity and they are not for profit, and you can't pay them to say something they don't believe. He said their mission is whoever you are and wherever you live, you deserve to live in a neighborhood that is healthy, prosperous, and resilient. He said they should be designing this built environment rather its water, sewer, or roads for human beings first. He said a city street should be something an automobile can navigate but also elderly, young, and people that are less mobile can safely navigate. He said they had a presentation Monday, and they did a walk audit where they walked on the actual sidewalk. He said they had an afternoon work session because this is not something he comes to do to the City, but they come to do it with the City, and these are the City's streets, neighborhoods, and homes. He said hopefully what they presented will broaden the City's perspective and open the City's eyes to some possibilities they may not have thought could be achieved. He continued his power point presentation showing possible changes that can be made in the City to make crosswalks and sidewalks safer. He said it didn't cost the City of Monroe a dime for them to come and this is paid for by the Centers for Disease Control and Prevention (CDC).

Mr. Marshall thanked Mr. Smith for coming to the City of Monroe.

Ms. Woods wanted to know if once the project is done can the City reapply and take the same project to another part of the City.

Mr. Smith said absolutely, understand this is not a quick fix but it is about getting started and taking that success to do another piece of it and gradually building on it. He said the City has to make that application compelling, but it can apply wherever.

Ms. Woods said she likes it and would like to see it in District 3.

Mr. Harvey said obviously, there is a lot of energy put into these studies and even if the City doesn't do the full study, how does the City take these temporary principles. He said no matter which part of the City the feedback always comes down to sidewalks. He noted a very close friend was struck by a suburban earlier this week just out running wearing high risk clothing. He further noted he doesn't know a citizen throughout their neighborhood that doesn't share a version of that concern. He said once you're there it's very costly to get it back and he said as somebody who has engineering principles he understands that. He said the question to him is how does the City do for one and apply it to many.

Mrs. Dawson said she was at the presentation last night where she received a lot of questions and feedback from people. She thanked Mr. Smith for what he is doing for the City of Monroe.

Mayor Ellis thanked Mr. Smith for coming and he said the City travels to conferences and when the City meet people you bring back things to implement. He said he likes Mr. Smith's and Mr. Robertson's mindset and he said how many of the City's roads are two lanes that can be narrowed to one lane with interventions. He said people may be willing to trade a lane of traffic for protected barriers and the City has to remove themselves from the mindset of its just sidewalks. He stated the City have opportunities now for temporary interventions that the City can try. He further noted the City has to weigh the cost of the things we do but there are some very inexpensive ways the City can start now to test and see how it goes.

Mrs. Ezernack thanked Mr. Smith for bringing all the wonderful ideas and enthusiasm to what the City's community could be. She said the Councilmembers would all wish to have the opportunity at some point to take some of these concepts and make them into reality in their Districts. She said if nothing else have a starting point, start small and let it grow, and she said she thinks Mr. Smith has planted that seed just with the conversation tonight and what he has reported in the last few days. She thanked Mr. Smith for being in the community and being as excited as the City is as well.

Mr. Smith stated the excitement of the citizens that were in the room working all day was something that would boost your spirits and they worked hard.

Upon motion of Mrs. Dawson, seconded by Mr. Harvey the minutes of the Legal and Regular Session of October 24, 2023, were unanimously approved. (There were no public comments.)

PROPOSED CONDEMNATIONS:

(1) 105 Malvern St. (D4) (Curator; Owner – Patricia Bell Cloman) Notice to show cause was served. Photographic evidence was presented. There was no one present. Upon motion of Mr. Marshall, seconded by Mrs. Dawson and unanimously approved, the building was condemned, and the property owner was given 30 days in which to bring the structure into compliance with the Code or demolish the Structure and clean the lot. (There were no public comments.)

Mr. Tommy James, Code Enforcement Officer, stated this is an open dilapidated structure, and it was presented in Environmental Court in January 2023 which was determined a blight and nuisance. They are asking that the property be condemned.

Mr. Marshall wanted to know has there been any communication with Ms. Cloman.

Mr. James said no.

Mr. Marshall condemned the property, giving the owner 30 days to bring the structure up to code or remove the structure and any obnoxious growth further providing with respect thereto

(2) 901 South 19<sup>th</sup> St. (D3) (Curator; Owner – Gertrude Johnson) Notice to show cause was served. Photographic evidence was presented. There was no one present. Upon motion of Ms. Woods, seconded by Mr. Harvey and unanimously approved, the building was condemned, and the property owner was given 30 days in which to bring the structure into compliance with the Code or demolish the Structure and clean the lot. (There were no public comments.)

Mr. James stated this is a dilapidated structure, and it was presented in Environmental Court in January 2023 where it was determined a blight and nuisance. They are asking that the property be condemned.

Ms. Woods wanted to know if Mr. James had any conversations with anyone from this property.

Mr. James said they have not.

Ms. Woods motion to condemn the property giving the owner 30 days to get the property torn down and rid the property of all obnoxious growth and debris.

(3) 906 South 20<sup>th</sup> St. (D3) (Curator; Owners – Willie and Edna Rankin) Notice to show cause was served. Photographic evidence was presented. There was no one present. Upon motion of Ms. Woods, seconded by Mr. Marshall and unanimously approved, the building was condemned, and the property owner was given 30 days in which to bring the structure into compliance with the Code or demolish the Structure and clean the lot. (There were no public comments.)

Mr. James stated this is an open dilapidated structure, and it was presented in Environmental Court in June 2023 where it was determined a blight and nuisance. They are asking that the property be condemned.

Ms. Woods wanted to know if there has been any conversation with anyone from the property.

Mr. James said no.

Ms. Woods motion to condemn the property giving the owner 30 days to demolish the property, rid it of all obnoxious growth and debris.

(4) 3311 Richmond St. (D4) (Curator; Owners – Michael David Pittman, Elizabeth Grace Pittman Johnson, Angela Christine Pittman, Maude Lee Lenard Pittman, Cropprue rental Properties, LLC, Tchailleh Jones) Notice to show cause was served. Photographic evidence was presented. There was no one present. Upon motion of Mr. Marshall, seconded by Mr. Harvey and unanimously approved, the building was condemned, and the property owner was given 60 days in which to bring the structure into compliance with the Code or demolish the Structure and clean the lot. (There were no public comments.)

Mr. James said this is an unsafe dilapidated structure with a large tree that is hanging off the back. They are asking that the property to be condemned.

Mr. Marshall said he had the opportunity to speak to one of the ladies listed as an owner and she asked for 60 days. He said she wasn't aware she was involved in the property.

Mr. James stated he would like her to get the tree off the structure sooner than later because it is a safety hazard.

Mr. Marshall said he will let her know and he motion to condemn the property giving the owner 60 days to remove the trees, debris, and any obnoxious growth.

#### ACCEPTANCE OR REJECTION OF BIDS:

Upon motion of Mr. Harvey seconded by, Mrs. Dawson and unanimously approved Resolution No. 8621 accepting the base bid of Amethyst Construction, Inc., in the amount of \$1,079,545.60, for the North 6<sup>th</sup> Street Improvement Project and authorizing a city representative to enter into and execute a contract for said work. (There were no public comments.)

Ms. Woods wanted to know what the City is doing on North 6<sup>th</sup> Street.

Mr. Morgan McCallister, City Engineer, stated this is a rehab of a particular section of the roadway from Louisville Avenue to Stubbs Avenue. He said it will be the typical mill and overlay of the surface but also repairing some storm drainage, sewer, and water.

#### RESOLUTIONS AND MINUTE ENTRIES:

##### Council:

Upon motion of Mrs. Dawson seconded by, Mr. Harvey and unanimously approved Resolution No. 8622 granting an exception to the Open Container Ordinance to the Twin City Art Foundation for an Exhibition Reception and Talk for the Unchosen Ones: Portraits of an American Pastoral by RJ Kern, at the Masur Museum of art) pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto. (There were no public comments.)

Upon motion of Mrs. Dawson seconded by, Mr. Marshall and unanimously approved Resolution No. 8623 authorizing the naming of the Harvey H. Benoit Community Center Playground in the City of Monroe, Louisiana, as the Sister Margaret Ann Sanders-Jackson Playground and further providing with respect thereto.

Ms. Ebony Wright, 401 Vegas Drive, thanked Councilwoman Dawson and she stated after speaking with her, her heart is the fullest it has been, and she said her grandmother loved her community dearly and showed it with intense devotion. She said her grandmother taught in the Monroe City Schools for over 40 years and she was named Monroe and the State teacher of the year. She said it is her honor to be back from Baton Rouge, LA to continue her legacy teaching in the same school district that her grandmother was in. She stated in February of this year her grandmother passed away from breast cancer. She further stated that even though she grew up in Ruston, LA and went to school, on Fridays she was always in Monroe with her grandmother at Benoit. She said Benoit is where she had her fondest childhood memories, and she was excited to take aerobics classes with her grandmother and go to the many events at Benoit. She said one of the last memories she has of her grandmother is walking her children to the same park at Benoit with her grandmother.

Mrs. Dawson stated Mrs. Margaret Sanders is a lot of the reason she is what she is today because of some of the things she gave to her such as her love for the community, her church, her sorority, and family. She said she grew up in the New Light Baptist Church and she was one of the women she looked up too. She said the first thing Ms. Sanders said to her when she got in office is what are we going to do about that playground. She said with her being at the playground she knew exactly what they needed. She said Mrs. Jackson was one of the main reasons that she wanted to get playground equipment at Benoit.



Department of Administration:

Upon motion of Mrs. Dawson seconded by, Ms. Woods and unanimously approved to consider an Application by Zhong Ying You and Dong Dong Lan dba Ronin Steakhouse and Sushi House, 4681 Pecanland Mall Dr., Monroe LA 71203 for a New 2023 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupy Cleared) (There were no public comment.)

Upon motion of Mr. Harvey seconded by, Ms. Woods and unanimously approved to Consider twenty-five (25) Renewal Applications for a New 2024 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (There were no public comments.)

Upon motion of Mrs. Dawson seconded by, Ms. Woods unanimously approved to Consider twenty-two (22) Renewal Applications for a New 2024 Class B Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (There were no public comments.)

Upon motion of Mrs. Dawson seconded by, Ms. Woods unanimously approved to Consider three (3) Renewal Applications for a New 2024 Class C Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (There were no public comments.)

Upon motion of Mrs. Dawson seconded by, Ms. Woods and unanimously approved to Consider one (1) Renewal Application for a New 2024 Class D Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (There were no public comments.)

Upon motion of Mr. Harvey seconded by, Ms. Woods and unanimously approved to Consider two (2) Renewal Applications for a New 2024 Class E Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. There were no public comments.)

Upon motion of Mrs. Dawson seconded by, Mr. Harvey and unanimously approved to Consider two (2) Renewal Applications for a New 2024 Class G Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (There were no public comments.)

Department of Planning & Urban Development:

Upon motion of Mr. Harvey seconded by, Mrs. Dawson and unanimously approved Resolution No. 8624 authorizing a designated city representative to execute a Professional Services Agreement with Mid City Redevelopment Alliance, Inc. and further providing with respect thereto. (There were no public comments.)

Mayor's Office:

Addon: Upon motion of Ms. Woods, seconded by Mr. Harvey and unanimously approved to add a Resolution approving and authorizing the City of Monroe to apply for, accept, and provide \$400,000 in matching funds for congressionally directed spending on the Texas-Standifer sewer trunkline project and further providing with respect thereto. (There were no public comments.)

Upon motion of Mr. Harvey, seconded by Mr. Marshall and unanimously approved Resolution No. 8625 approving and authorizing the City of Monroe to apply for, accept, and provide \$400,000 in matching funds for congressionally directed spending on the Texas-Standifer sewer trunkline project and further providing with respect thereto. (There were no public comments.)

Mrs. Ezernack wanted to know if Ms. Meghan Risinger would explain this item to the Council. Ms. Meghan Risinger, Grant Writer, said this item certainly wasn't planned but thanked the Council for allowing them to add the item to the agenda. She said the United States Environmental Protection Agency (EPA) reached out and asked for the City to submit an application, but the City can't submit without the City Council's approval. She noted this is a project the City has been working on for a while and Congresswoman Julia Letlow got the funding into the bill. She further

noted this will be money towards the City Texas/Standifer trunkline and the City has to officially request the funds. She stated it is 2 million dollars from Congresswoman Letlow and a 20% match which is \$400,000.00.

Mayor Ellis said the Texas/Standifer trunkline from the Texas high lift at Texas Avenue and 18<sup>th</sup> Street all the way done to Standifer has been clogged for about 9,000 feet. He said this is the City's opportunity to clean it out and it is a huge task. He noted the City saw this as a huge problem for economic development and anybody that wants to build a home or start a business that have to get Will-Serve letter for sewer. He further noted that if you can't get a Will-Serve letter, you can't land businesses and quality development. He said it is a quality of life issue because for the residents that dump into the line there will be times inflow and infiltration will cause backups in the home and no one should live that way. He thank the City Council and staff for making this project a priority and he said the City has already started the work on this project which is long overdue.

#### Department of Public Works:

Upon motion of Mr. Marshall seconded by, Ms. Woods and unanimously approved to consider request from the Water Treatment Plant Division for authorization for an authorized City representative to advertise for bids for the purchase of a Ford F-450 Flatbed Truck. The estimated cost of the truck is \$70,000.00. The source of funds is Water Capital Funds. (There were no public comments.)

Upon motion of Mrs. Dawson seconded by, Mr. Marshall and unanimously approved Resolution No. 8626 authorizing Mayor Friday Ellis to accept a Community Air Service Development Grant from the United States Department of Transportation and further providing with respect thereto. (There were no public comments.)

#### Engineering Services:

Upon motion of Mrs. Dawson seconded by Mr. Harvey and unanimously approved Resolution 8627 authorizing Mayor Friday Ellis to enter into a Cooperative Endeavor Agreement between the City of Monroe and the Louisiana Department of Transportation and Development for the East Street & Parkview Drive Sidewalks Project (H.015200) and further providing with respect thereto. (There were no public comments.)

Mayor Ellis stated this is another sidewalk project in front of Wosman High School that will allow for students and residents to be able to go to and from the school safely.

Upon motion of Mrs. Dawson seconded by Mr. Harvey and unanimously approved Resolution 8628 authorizing a designated city representative to enter into an Agreement for Professional Services with Inspections Unlimited, L.L.C. to provide Certified Building Official (CBO) Inspections Services for the Inspections Division and further providing with respect thereto. (There were no public comments.)

Upon motion of Mrs. Dawson seconded by Mr. Harvey and unanimously approved Resolution 8629 authorizing Mayor Friday Ellis to enter into a Cooperative Agreement between the City of Monroe and the Office of Facility Planning and Control for the Booker T. Washington Stormwater System Evaluation and Upgrades Planning and Construction Project and further providing with respect thereto. (There were no public comments.)

Upon motion of Mrs. Dawson seconded by Mr. Harvey and unanimously approved Resolution 8630 authorizing a designated city representative to execute Change Order No. Two (2) for the Saul Adler Recreation Center Parking Lot Improvements Project adding ninety-eight (98) calendar days to the contract time and further providing with respect thereto. (There were no public comments.)

Mrs. Ezernack thanked Engineering for this project which is long overdue, and she is happy to know it is in process.

Upon motion of Mrs. Dawson seconded by Mr. Marshall and unanimously approved Resolution 8631 authorizing a designated city representative to execute Task Order No. 15 with CSRS to provide Engineering and other Professional Services related to the Desiard Street Improvements (S. Grand St. to N. 6<sup>th</sup> St.) project on behalf of DEDD and further providing with respect thereto. (There were no public comments.)

INTRODUCTION OF RESOLUTIONS & ORDINANCES:

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

Upon motion of Mrs. Dawson, seconded by Mr. Harvey and unanimously approved Introduce an Ordinance amending and reenacting Section 4-15 of the City of Monroe Code relating to Alcohol License Fees for new businesses and further providing with respect thereto. (There were no public comments.)

Ms. Woods stated this item is for introduction and she will vote aye, but she has questions about it.

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

The Chairman opened the Public Hearing and seeing no one come forward the Hearing was closed.

Upon motion of Mr. Harvey seconded by Mrs. Dawson and unanimously approved Ordinance 12,203 revoking a portion of Adams Street from North 14<sup>th</sup> Street to North 18<sup>th</sup> Street and further providing with respect thereto - Applicant – James Machine Works – (PUD/P&Z) (There were no public comments.)

Mrs. Ezernack noted for the record, there is a small change the City verified the legal description of the subsequent plat with the new legal description. She further noted it was a small something the City needed to confirm. She stated she thinks it was discovered it didn't change the layout or anything at all but the legal description.

Ms. Woods said she had the opportunity to meet with the great folks at James Machine Works. She thanked James Machine Works for inviting and sharing with her what the City was doing. She stated for those listening at home she wanted to be clear, and everybody kind of knows where James Machine Works is on Adams Street. She noted when she was there visiting cars were going back and forth down the street and it really is a safety hazard for not only employees at James Machine Works but for people that are visiting and for cars. She said they have their business on both sides of the street and when cars are going fast up and down that street, it interrupts and could cause all kinds of safety issues. She further noted she had people talk to her about other places where they would potentially like to close streets off but those are conversations to have at a later time. She said she is supporting this closure for the safety of the people that work at James Machine Works and for regular citizens that are moving back and forth. She said it is closed to cars but not to pedestrian traffic. She said if that is the way you walk, know that is still going to be open for you to walk that way, but you will not be able to drive vehicles through there for the record.

Mrs. Ezernack thanked James Machine Works for being in the community and providing the jobs for many years. She said the City appreciates James Machine Works investment in the community. (James Machine Works staff stated they have been operating in the City of Monroe since 1927.)

The Chairman opened the Public Hearing and seeing no one come forward the Hearing was closed.

Upon motion of Mrs. Dawson seconded by Mr. Marshall and unanimously approved Ordinance 12,204 prohibiting parking of commercial vehicles and construction equipment in residential areas and further providing with respect thereto. (There were no public comments.)

There being no objection from the Council and before moving to the next item on the agenda Mrs. Dawson stated the ribbon cutting for the Sis Margaret Sanders Jackson playground will be Tuesday November 21, 2023, at the Benoit Recreation Center. She stated they are asking all family, friends, sorority members, and church members to be in attendance and everyone that loves her in the community.

Citizen's Participation:

(1) Mr. Jeremy Taylor, P.O. Box 8453 Shreveport, LA 71148, said he came to speak today about a situation that he has been thinking about dealing with Carroll High School. He said he is a former Monroe citizen, and a Carroll High School graduate and homecoming season is a big deal. He said there was an unfortunate incident that happen Friday, and he sends his condolences to the family. He said that incident had nothing to do with the Carroll High School homecoming festivities. He stated typically when something happens in that area they attach it with the school or function that is bringing the crowd. He said he personally enjoyed the police officers being in the area and he loves that Thursday night there was a lot of police officers deployed in that area. He further stated he thinks what would be feasible or would bring more enjoyment to that is if the City would adopt some form of Resolution to make homecoming a season. He said he doesn't know to many places that do homecoming the way the City of Monroe does when it comes to homecoming. He said to make it a season similar to Mardi Gras, Black History Parade, and different things of that nature. He said which will allow the City to participate and deploy more officers in that area and he is not saying the entire week or weekend because he knows that could be a heavy situation. He noted there are nights such as the block party where there are a lot of citizens out. He further noted if there is a Resolution the City has the manpower to protect and serve the well being and safety of the citizens. He said the City doesn't have to worry about the officers having to protect the actual street such as riding down the street saying that if you don't get out the street they will deploy mace. He said they actually deployed mace Thursday because some citizens wouldn't get out of the street. He said he applauds the Monroe City Police for being there and he said there were some unfortunate incidents were some youth were caught with some weapons and he is glad they were caught. He said in fact at some point if the City will take into consideration to adopt a Resolution to make Homecoming season he thinks it would be a beautiful thing.

Mayor Ellis said he would love to talk to Mr. Taylor and possibly sit down with him and Chief Victor Zordan, Chief of Police, to discuss why police presents is different between nights between the events. He said he would love to talk about how the City can do something and he said he applauds Mr. Taylor for coming forward with solutions.

Ms. Woods said she talked to Mr. Taylor on the phone, but she didn't recognize him today. She said she would like to continue the conversation she started with Mr. Taylor as well.

Mr. Marshall stated he will be in touch with Mr. Taylor.

(2) Ms. Johnnie Thomas, 4014 South 8<sup>th</sup> Street, said the project that was on the corner of South 8<sup>th</sup> and Orange Street has been completed and she would like the City to clean it up.

Mayor Ellis said he will personally put in a call, and he will be sure that Mr. Morgan McCallister, City Engineer, have some strict requirements. He said he told them when they moved in the area to take good care of Ms. Thomas. He said with Ms. Thomas being here today to tell him that the area needs some work he will take that personal.

Mr. McCallister stated he contacted Atmos Entergy and Com Traffic Engineering about the issue and it should be wrapped up as soon as possible.

Ms. Thomas stated she appreciates everything the City employees and Councilmembers do for the City of Monroe. On another note, she announced on Saturday November 18, 2023, at 11 am the PEEP organization and President Kenneth Wilson are feeding the senior citizens at Mount Zion Family Life Center. She said if there are any senior citizens that would like to attend please stop by and she said there will be a lot of good food and your presence will be very welcome.

There being no further business to come before the council, the meeting was adjourned at 7:35 p.m., upon motion of Ms. Woods and it was seconded by Mr. Harvey.

Mrs. Gretchen Ezernack  
Chairman

Ms. Carolus S. Riley  
Council Clerk

Ms. Ileana Murray  
Staff Secretary





LEGAL DEPARTMENT  
Civil Division

Brandon W. Creekbaum  
City Attorney

Sydney C. Clary  
Assistant City Attorney

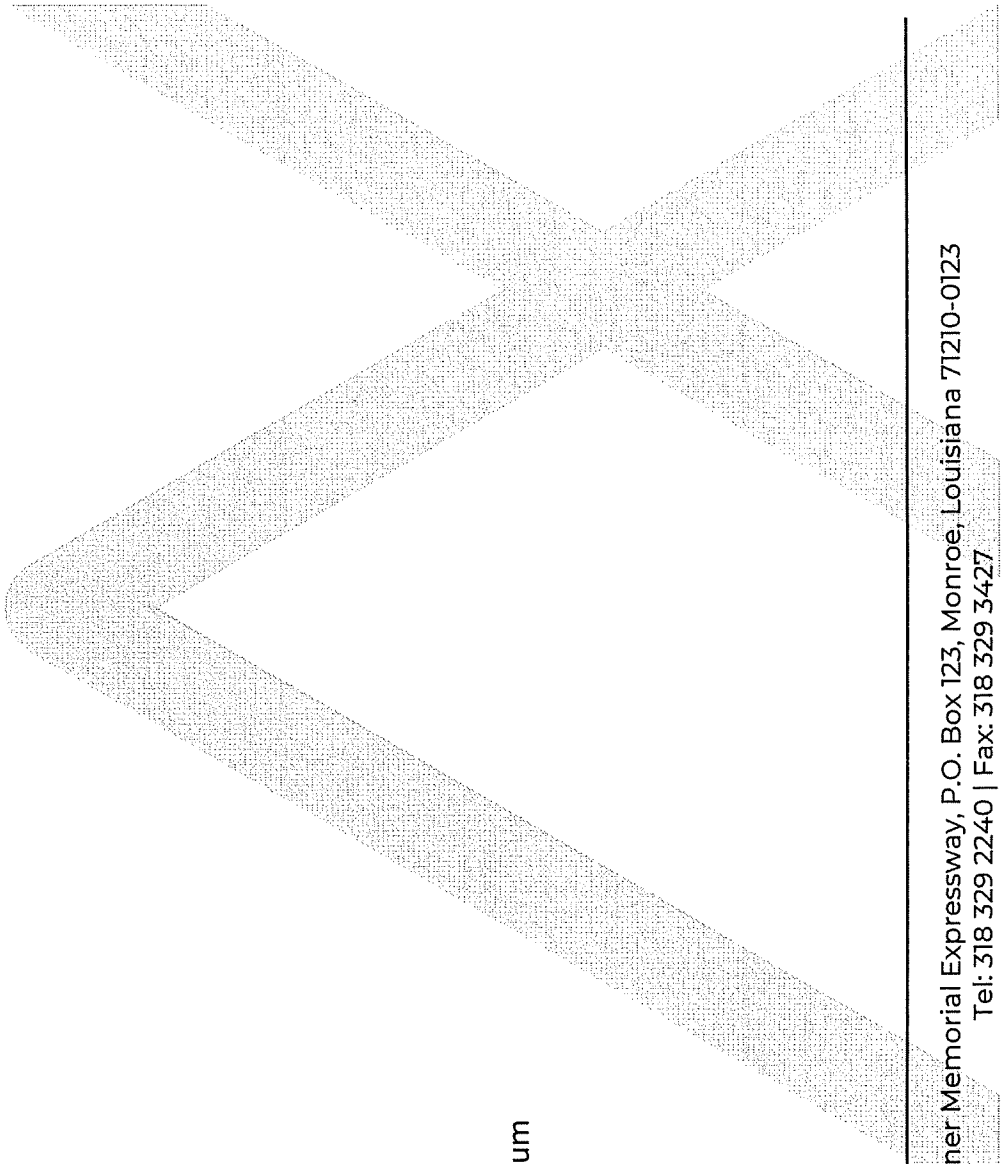
MEMO

DATE: NOVEMBER 17, 2023  
TO: CAROLUS RILEY  
FROM: MALLORY WALTERS  
RE: CONDEMNATIONS FOR CITY COUNCIL ON NOVEMBER 28, 2023

Please place the following condemnations on the agenda for the City Council on November 28, 2023.

1. 3307 Pearl Street (D4) (Owner – Ronald D. Richards)

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



---

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

# RESOLUTION

STATE OF LOUISIANA

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

CITY OF MONROE

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

**RESOLUTION GRANTING AN EXCEPTION TO THE OPEN CONTAINER ORDINANCE TO THE TWIN CITY ART FOUNDATION FOR AN EVENT (ARTIST MIXER) AT THE MASUR MUSEUM OF ART PURSUANT TO MONROE CITY CODE SEC. 12-231 D. (OPEN CONTAINER ORDINANCE), AND FURTHER PROVIDING WITH RESPECT THERETO.**

---

WHEREAS, The Twin City Art Foundation applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D., for a permit for a special event, "Artist Mixer" to be held inside the Masur Museum and on the grounds of the Museum, Wednesday, December 13, 2023 from 5:30pm until 7:30p.m. There will be security for the purpose of obtaining an exception to the Open Container Ordinance for said event, and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the Twin City Art Foundation be and is hereby granted a permit for a special event, "Artist Mixer" to be held inside the Masur Museum and on the grounds of the museum, Wednesday, December 13, 2023 from 5:30pm until 7:30p.m. This Resolution shall act as an exception only to the open container for said event pursuant to Monroe City Code Sec. 12-231 D.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared ADOPTED on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

\_\_\_\_\_  
CHAIRMAN

# masurmuseum

Twin City Art Foundation

November 17, 2023

**Board of Trustees**

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

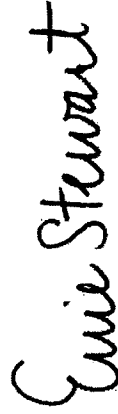
Brad Arender  
Douglas Breckenridge  
Leigh Buffington  
Brooke Cassidy  
Judge Aisha Clark  
Drék Davis  
Jay Davis  
Gretchen Masur Dean  
K'Shana Hall  
Sarah Hoffman  
Gregory Hudgins  
Sara Holley  
Carrick Inabnett  
Sarah Jarrett  
Kay La-France Knight  
Quilwanti Lewis  
Kara Platt  
Roxanne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

Carolus Riley  
City Council Clerk  
City of Monroe

Carolus,

The Twin City Art Foundation will be hosting an event titled Artist Mixer at the Masur Museum of Art located at 1400 South Grand Street in Monroe, Louisiana, 71202. There will be alcohol served at this event. The reception is scheduled to be held on Wednesday, December 13, 2023, from 5:30 pm until 7:30 pm. We request an exception to the open container ordinance for this event. The event will be held inside the museum, though people may walk around the grounds with their beverages. Please let me know if you need any additional information and thank you.

Best Regards,



TCAF is a 501© (3)  
arts organization.

Evelyn Stewart, Director, Masur Museum of Art

1400 South Grand Street  
Monroe, LA 71202  
[www.masurmuseum.org](http://www.masurmuseum.org)  
Phone: 318-329-2237







TWINCITY01

# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER Thomas & Fair Agency P.O. Box 2110 Monroe, LA 71207	CONTACT NAME: PHONE (A/C, No. Ext): (318) 388-1472 FAX (A/C, No.): (318) 388-1290 E-MAIL ADDRESS: angela@tfins.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Ohio Casualty Insurance Company	NAIC # 24074
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

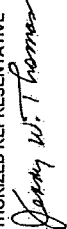
Twin City Art Foundation  
1400 South Grand  
Monroe, LA 71202

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER (INSR, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR X Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:	X	BDO58348630	10/18/2023	10/18/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		BDO58348630	10/18/2023	10/18/2024	Per Occurrence \$ 1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
City of Monroe Masur Museum 1400 South Grand Monroe, LA 71202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

ACORD 25 (2016/03)

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FROM THE OFFICE OF  
MAYOR FRIDAY ELLIS

November 3, 2023

To Whom It May Concern:

*It is my understanding that Masur Museum will be hosting an event, "Artist's Mixer" on Wednesday, December 13, 2023, from 5:30-7:30 pm. The event will be held at Masur Museum, located at 1400 South Grand Street, Monroe, Louisiana, 71202. Alcohol will be served at the event.*

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

Sincerely,

Friday Ellis  
Mayor

---

OFFICE OF THE MAYOR  
P.O. BOX 123  
MONROE, LA 71210

318-329-2310  
318-264-4892  
MONROELA.US

RESOLUTION  
NO. \_\_\_\_\_  
STATE OF LOUISIANA  
CITY OF MONROE

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

**A RESOLUTION AUTHORIZING A DESIGNATED CITY REPRESENTATIVE TO EXECUTE ADDENDUM NO. 1 TO THE COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF MONROE AND FREE ME ASSOCIATION D/B/A MONROE CITY ACADEMY LEAGUE (MCAL) AND FURTHER PROVIDING WITH RESPECT THERETO.**

---

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

**WHEREAS**, the City of Monroe, Louisiana (“City”) and Free Me Association, d/b/a Monroe City Academy League (“MCAL”) entered into a Cooperative Endeavor Agreement dated September 20, 2023 (“CEA”), to provide for the support and operation of youth sports leagues within the City of Monroe;

**WHEREAS**, under the CEA, the City of Monroe provided funds to MCAL to purchase uniforms or equipment for youth, to reduce the registration costs for participants, or to defray the costs of umpires or referees;

**WHEREAS**, Councilman Carday Marshall, Sr. desires to provide additional funding in the amount of \$2,000.00 from his City Council-budgeted discretionary funds to provide further support for MCAL and its youth sports programs, including defraying the costs of reasonable security provided by MCAL at its events hosted under the CEA; and

**WHEREAS**, this Amendment No. 1 to the CEA, which is attached hereto and made part hereof, retains all the provisions of the CEA in full force and effect except as modified therein.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Monroe, Louisiana, in legal session convened, that Stacey Rowell, Director of Administration, is hereby authorized to enter and execute Addendum No. 1 to the September 20, 2023 Cooperative Endeavor Agreement between the City of Monroe and Free Me Association, d/b/a Monroe City Academy League (“MCAL”), which is attached hereto and made part hereof.

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

**AYES:**

**NAYS:**

**ABSENT:**

And the Resolution was declared **ADOPTED** on the \_\_\_\_\_ day of November 2023.

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

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

STATE OF LOUISIANA  
PARISH OF OUACHITA

ADDENDUM NO. 1 TO  
COOPERATIVE ENDEAVOR AGREEMENT

**WHEREAS**, the City of Monroe, Louisiana (“City”) and Free Me Association, d/b/a Monroe City Academy League (“MCAL”) entered into a Cooperative Endeavor Agreement dated September 20, 2023 (“CEA”), to provide for the support and operation of youth sports leagues within the City of Monroe;

**WHEREAS**, under the CEA, the City of Monroe provided funds to MCAL to purchase uniforms or equipment for youth, to reduce the registration costs for participants, or to defray the costs of umpires or referees;

**WHEREAS**, Councilman Carday Marshall, Sr. desires to provide additional funding in the amount of \$2,000.00 from his City Council-budgeted discretionary funds to provide further support for MCAL and its youth sports programs, including defraying the costs of reasonable security provided by MCAL at its events hosted under the CEA; and

**WHEREAS**, this Amendment No. 1 to the CEA retains all the provisions of the CEA in full force and effect except as modified herein.

Addendum

- 1) **Councilman Marshall Contribution.** Councilman Carday Marshall, Sr. will pay the one-time sum of \$2,000.00 to MCAL from his City Council-budgeted discretionary funds to support MCAL’s youth sports programs. The funds provided by Councilman Marshall shall be used solely to purchase uniforms or equipment for youth, to reduce the registration costs for participants, to defray the costs of umpires or referees, or to defray the costs of required security at MCAL games and practices conducted under the CEA. The funds provided under this Addendum No. 1 shall not be used to pay salaries, overhead expenses, or to defer expenses incurred by MCAL representatives.
- 2) **MCAL’s Additional Obligations.**
  - (a) MCAL shall continue to provide reasonable security as needed for practices, games or other events held on City of Monroe property as required by Section 6(d) of the CEA.
  - (b) MCAL shall not use any funds provided under the CEA to defray the costs of events hosted by MCAL that are not located on City property or are not conducted under the CEA.
  - (c) MCAL must maintain an accounting of the expenditure of these funds and provide such accounting to the City within ten (10) days of the City’s request for an accounting.
- 3) **Remainder of CEA Remains in Effect.** All other provisions of the CEA, including restrictions on the use of City funds provided in the CEA, remain in effect and binding upon the parties.

THUS DONE AND SIGNED on this \_\_\_ day of December, 2023, at Monroe, Louisiana.

WITNESSES:

**CITY OF MONROE**

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

BY: \_\_\_\_\_  
Stacey Rowell, Director of Admin.

THUS DONE AND SIGNED on this \_\_\_ day of December, 2023 at Monroe, Louisiana.

WITNESSES:

**Free Me Association d/b/a Monroe City Academy League**

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

BY: \_\_\_\_\_  
Tyree Hollins, Authorized Representative

THUS DONE AND SIGNED on this \_\_\_ day of December, 2023 at Monroe, Louisiana.

WITNESSES:

**Free Me Association**

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

BY: \_\_\_\_\_  
Tyree Hollins, Authorized Representative



CITY OF MONROE

ADMINISTRATION  
Purchasing / Warehouse

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

# MEMO

TO: Carolus Riley, Council Clerk

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

Date: November 28, 2023

The City of Monroe Purchasing Division is requesting authorization for an authorized City representative to advertise for bids for the Bayou Bartholomew Pump No. 2 Replacement Project. The engineer's estimate is \$715,000.00. The DBE goal is 0% and the source of funds is the Water Capital Funds.

Sincerely,

A handwritten signature in black ink that reads "Curt Kelly".

Curt Kelly  
Director of Purchasing



# CITY OF MONROE

## TAXATION & REVENUE

City of Monroe, Louisiana  
MAYOR- COUNCIL GOVERNMENT

### MEMO

**To:** Carolus Riley  
City Council

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

**Re:** New Alcohol (For November 28, 2023 Meeting)

**Date:** November 13, 2023

---

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

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

### New Alcohol License

**Class A (New) (1)**

1. Dizzy Donkey  
521 Desiard Street  
Monroe, LA 71201

**Owner:** Hailey Ray

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



# CITY OF MONROE

## TAXATION & REVENUE

City of Monroe, Louisiana

MAYOR- COUNCIL GOVERNMENT

### MEMO

**To:** Carolus Riley  
City Council

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

**Re:** Alcohol Renewal (For November 28, 2023, Meeting)

**Date:** November 1, 2023

---

#### **Class A (28)**

1. *The Mighty Crab* -4101 Pecanland Mall Dr., Owner- Zheng Quan Zhang
2. *Residence Inn Monroe* -4960 Millhaven Rd., Owner- Schulte Catering Millhaven LLC
3. *Courtyard Monroe* -4915 Pecanland Mall Dr., Owner- Schulte Catering Pecanland LLC
4. *Flying Tiger Brewery* -506 N 2<sup>nd</sup> St., Owners- James Simpson / Robert Brewer / David Johnson
5. *Mohawk Tavern* -704 Louisville Ave., Owner- Joan Norman
6. *The Siesta* -515 N 3<sup>rd</sup> St., Owner- Kid Buck LLC
7. *Cooter Bay Downtown* -209 Olive St., Owner- CBAY LLC
8. *Mustang Sally* -207 Olive St., Owner- Ald Holdings LLC
9. *Shanahigans III* -717 n 6<sup>th</sup> St., Owner- Anderbohn LLC
10. *Bayou Bowl* -100 Horseshoe Lake Rd., Owner- Lauren Cusimano / Eric Cusimano
11. *Butter A Louisiana Bakery* -2001 Tower Dr., Owner- Patrick Jones
12. *Melvyn's Restaurants* -1128 Oliver Rd., Owner- Melvyn McCoy
13. *The Fat Pelican* -1810 Tower Dr., Owner- Carol Tubbs
14. *Don Tomas Restaurant* -614 N 6<sup>th</sup> St., Owner- Thomas Hardy
15. *Parlor 5* -428 Desiard St., Owner- Christopher Sledge
16. *Geno's Restaurant* -705 N 8<sup>th</sup> St., Owner- Frank Bruscato



17. LongHorn Steakhouse #5353 -4461 Pecanland Mall Dr., Owner- Rare Hospitality International Inc.
18. Olive Garden Italian Restaurant #4488 -4781Pecanland Mall Dr., Owner- GMRI INC
19. Sal's Saloon -3221 Louisville Ave., Owner- Salvatore Petito
20. Pour By Char 19 -201 Century Village Blvd. Ste 180, Owner- Mill Stone 2 LLC
21. Everybody's Place -1914 Roselawn Ave., Owner- VaderNight LLC
22. Dizzy Donkey -521 Desiard St., Owner- Hailey Ray
23. Southern Charm Lounge -1207 Desiard St., Owner- Chataqua Watson
24. Waterfront Grill LTD -5201 Desiard St., Owner- Jane Weems
25. Nell's Airport Lounge -812 N 3<sup>rd</sup> St., Owner- Nell Wade
26. Monago's Fieldhouse -1510 Sterlington Rd., Owner- William Trappey
27. Trios of Monroe -2219 Forsythe Ave., Owner- Jennifer Johnson Woodard
28. Earl's TBJ's LLC-2011 Roselawn Ave., Owner- Charles Wyatt

**Class B (21)**

1. Hop In -301 Louisville Ave., Owner- AFAQ 3 LLC
2. Family Stop & Shop -1403 Orange St., Owner- Lhariri LLC
3. Smokers Paradise & Daiquiris -7830 Desiard St., Owner- AAFA JR. LLC
4. Northside Stores LLC -2422 Desiard St., Owner- Kassim Abdulla
5. Brookshire Food Store #22 -7920 Desiard St., Owner- Brookshire Grocery Company
6. Brookshire Food Store #34 -1801 N 18<sup>th</sup> St., Owner -Brookshire Grocery Company
7. Super 1 Foods #607 -2810 Louisville Ave., Owner- Brookshire grocery Company
8. Brookshire Food Store #56 -4070 Sterlington Rd., Owner- Brookshire Grocery Company
9. Quick & Easy #2 -502 Winnsboro Rd., Owner- Aziz Mana
10. Now And Save #8 -513 Winnsboro Rd., Owner- Now Save #8 LLC
11. Now Save #21 -21 Louisville Ave., Owner- Vikram Vijay LLC
12. CVS Pharmacy #5513 -1710 Louisville Ave., Owner- Louisiana CVS Pharmacy LLC
13. CVS Pharmacy #5344 -2901 Sterlington Rd., Owner- Louisiana CVS Pharmacy LLC
14. Quick & Easy -2000 Jackson St., Owner- Abdullah Salem

15. Joey's Stop & Go -2400 Old Sterlington Rd., Owner- Joey's Stop & Go LLC
16. The Oasis -3408 Desiard St., Owner- Quarles Enterprises INC
17. Friendly Mart and Deli -3700 Jackson St., Owner- Friendly Grocery Store LLC
18. Delta Mini Mart #3 -1115 S 2<sup>nd</sup> St., Owner- Samir Abdulla
19. Dometown Mini Mart -2103 Desiard St., Owner- Mukhtar Qassem
20. Target Store T-1469 -4103 Pecanland Mall Dr., Owner- Target Corporation
21. Tonore's Wine Cellar -801 Louisville Ave., Owner- Kicey Holdings LLC

***Class C (1)***

1. Riverside Coney Island -710 Walnut St., Owner- Thomas Hardy

***Class E (1)***

1. Amvet Post 66 -2915 Armand St., Owner-Amvets Post 66

STATE OF LOUISIANA

RESOLUTION

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

CITY OF MONROE

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

**A RESOLUTION AUTHORIZING A DESIGNATED CITY REPRESENTATIVE TO ENTER INTO AND EXECUTE AN AGREEMENT BETWEEN THE CITY OF MONROE AND COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO) AHAYAH COMMUNITY DEVELOPMENT CORPORATION, INC. IN THE AMOUNT OF \$50,000.00 FROM HOME M-22-MC-22-0206, AND FURTHER PROVIDING WITH RESPECT THERETO.**

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

WHEREAS, the Program Agreement provides up to \$50,000.00 in funding to the CHDO from M-22-MC-22-0206 HOME Funds in accordance with specified terms and conditions; and

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

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

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the \_\_\_\_\_ day of November 2023.

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

\_\_\_\_\_  
CHAIRPERSON

STATE OF LOUISIANA

§ Home Investment Partnerships

PARISH OF OUACHITA

§ Program Agreement

This Agreement is for fiscal year 2023-2024 made and entered and effective as of May 1, 2023, by and between **AHAYAH Community Development Corporation, Inc., a Community Housing Development Corporation** (hereinafter "CHDO"), and the **CITY OF MONROE, LOUISIANA** (hereinafter "CITY").

**I.**  
**Agreement to Disburse Funds**

Upon the terms and conditions hereinafter stated, CITY agrees to disburse Program Year 2022 HOME Investment Partnerships Program (hereafter "HOME Program") funds in an amount not to exceed **\$50,000.00** to CHDO for stated Projects' operating expenses listed in Section II of this Agreement.

The parties understand and agree that the CITY's obligations under this Agreement are contingent upon receiving adequate HOME Program funds from the U.S. Department of Housing and Urban Development (hereinafter "H.U.D."). If the CITY does not receive adequate HOME Program funds, then 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.**  
**Definition of PROJECT**

CHDO shall be funded for the use of operating expenses to assist with CITY's first-time homebuyer's program and neighborhood revitalization efforts for eligible low and moderate-income individuals or families as described in **Exhibit "A,"** Scope of Work (hereafter "PROJECT"), said Exhibit being attached hereto and incorporated herein as if written word for word. CHDO agrees to adhere to operating expenses under this Agreement within the boundaries of Monroe, Louisiana.

**III.**  
**Term of Agreement**

The term of the Agreement shall be from the date first written above until the end of the affordability period of the last instance of rental assistance provided under this Agreement. Reimbursement will only be made for expenses incurred between the date of the City's authorized signature and up to 12 months thereafter.

Since it is mutually agreed that time is of the essence as regards this Agreement, CHDO shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this Agreement in order to ensure that the PROJECT will be completed according to the timetable set forth in **Exhibit "B,"** PROJECT Schedule and Milestones, said exhibit being attached hereto and incorporated herein as if written word for word. It is intended that such provisions inserted in any contracts or subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of the CITY and enforceable by the CITY against the CHDO and its successors and assigns to the PROJECT or any part thereof or any interest therein.

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

#### IV.

##### Scope and Objectives of Work Contemplated by PROJECT

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

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

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

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

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

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

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

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

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

#### V.

##### **Intended Beneficiaries**

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

#### VI.

##### **Consideration Furnished by City and Limit of City's Disbursement**

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

**VII.**  
**CHDO Proceeds**

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

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

**VIII.**  
**Reversion of Assets**

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

**IX.**  
**Monitoring and Recordkeeping**

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

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

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

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

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

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

#### X.

##### Nonperformance and Termination

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

#### XI.

##### Method of Payment

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

1. Create and maintain spreadsheet of all line items approved "Exhibit C" PROJECT Budget; track and report on payments made to date for each approved line item,



submit to CITY the amount of reimbursement request for invoice being submitted, and budget balance with the Payment of each line items.

2. Only request reimbursement from HOME funds for eligible project costs as defined in 24 CFR 92.206.
3. Maintain and submit detailed financial reports for each specific address under construction which includes copies of "Stamp paid" invoices documenting all costs incurred associated with the address.
4. Maintain and submit signed and dated housing inspection reports verifying all work performed at the address for which reimbursement is being requested.
5. Maintain and submit copies (front and back) of all cancelled checks associated with each address verifying Payment of all billed expenses.

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

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

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

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

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

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

**XII.**  
**Allowable Costs**

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

**XIII.**  
**Lobbying**

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

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

**XIV.**  
**Prevention of Fraud and Abuse**

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

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

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

## XV.

### Conditions for Religious Organizations

The performance of this Agreement shall not involve, and no portion of the HOME Program funds received by CHDO hereunder shall be used in support of any sectarian or religious activity.

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

## XVI.

### Independent Contractor

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

## XVII.

### Equal Opportunity and Nondiscrimination

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

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

**XVIII.**  
**Obligation**

CHDO shall remain fully obligated under the provisions of this Agreement notwithstanding its contract with or designation of any third party or subcontractor for the responsibilities of the Agreement. CHDO shall be responsible to ensure all contractors, consultants, assignees, etc. shall comply with all lawful requirements of CITY and CHDO under HOME Program regulations and CITY's assurances made in its HOME Program funding Agreement.

**XIX.**  
**Successors and Assignments**

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

**XX.**  
**Indemnification**

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

**XXI.**  
**Conflict of Interest**

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

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

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

**XXII.**  
**Administrative Representatives**

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

CHDO:

Tammy Moss  
President/CEO  
902 Glenmar Avenue  
Monroe, LA 71201

CITY:

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

**XXIII.**  
**Non-Waiver**

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

**XXIV.**  
**Changes**

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

**XXV.**  
**Entire Agreement**

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

**XXVI.**  
**Severability**

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

**XXVII.**  
**Headings**

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

**XXVIII.  
Remedies**

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement. In the event of default or breach of this Agreement, CITY may pursue all remedies available to it, at law or in equity, including those remedies contained in 2 C.F.R. Part 200.338. The CHDO shall be in default if the CHDO:

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

**XXIX.  
Modifications**

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

**XXX.  
Procurement of Goods and Services**

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

**XXXI.  
Suspended and Debarred Contractors**

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

**XXXII.  
Qualification As Affordable Housing**

Any housing assisted with HOME Program funds must meet the affordability

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

### **XXXIII.**

#### **Project Requirements**

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

### **XXXIV.**

#### **Property Standards and Housing Quality Standards**

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

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

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

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

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

### **XXXV.**

#### **Other Program Requirements**

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

### **XXXVI.**

#### **Environmental Review Requirements**

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

PROJECT.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon successful completion of an identified PROJECT, secured financing for PROJECT, a budget, schedule, underwriting, subsidy layering, construction is scheduled to begin within 12 months, and an environmental review and receipt by CITY of a release of funds from H.U.D. under 21 C.F.R. Part 58. This written Agreement does not constitute a valid commitment unless it is signed and dated by all signatories. For clarification, an award letter to the said CHDO constitutes a promised of HOME funds but is not considered a commitment of funds.

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

**XXXVII.**

**Lead-based Paint Requirements**

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

**XXXVIII.**

**Displacement Requirements**

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

**XXXIX.**

**Enforcement of Agreement**

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



**XI.**  
**Repayments / Recapture**

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

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

**XLI.**  
**Affirmative Marketing**

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

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

**XLII.**  
**Matching Requirements**

No Requirement.

**XLIII.**  
**CHDO Provisions**

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

CHDO agrees to notify CITY within fifteen (15) days of any change to the composition of the CHDO Board of Directors.

**XLIV.**

**Compliance with Project Requirements**

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

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

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

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

**XLV.**

**Compliance with 12 USC 1701, Section 3**

A. As the work performed under this Agreement is on a project assisted under a program receiving direct federal financial assistance from H.U.D. and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701, CHDO covenants to abide by the requirements of the said Section 3. It requires as follows:

1. That, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the PROJECT area, and
  2. That, to the greatest extent feasible, contracts for work in connection with the PROJECT be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the PROJECT.
- B. CHDO will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development, set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. CHDO certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.
- C. CHDO agrees that it will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representatives of its commitments under this Section 3

clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. CHDO agrees that it will include the said Section 3 clause in every contract or subcontract for work in connection with the PROJECT and will, at the direction of CITY, take appropriate action pursuant to the contract or subcontract upon a finding that the Contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. CHDO agrees that it will not contract or subcontract with any contractor or subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any contract or subcontract unless the Contractor or subcontractor has first provided CHDO with a preliminary statement of ability to comply with the requirements of these regulations.

E. CITY and CHDO understand and agree that compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement shall be a condition of the federal financial assistance provided to the PROJECT, binding upon CITY and CHDO, and their respective successors, assignees, and subcontractors. Failure to fulfill these requirements shall be subject CHDO and its subcontractors, its successors and assignees, to those sanctions specified by this Agreement through which federal assistance is provided and to such sanctions as are specified by 24 C.F.R. Part 135.

#### **XLVI.** **Hatch Act**

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

#### **XLVII** **Insurance Requirements**

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

CHDO shall maintain the minimum insurance requirements as follows:

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

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

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

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

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

It is further agreed that:

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

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

**XLVIII**  
**Meaningful Access for Limited English Proficient Persons**

Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English ("limited English proficient persons" or "L.E.P.") may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter. In accordance with Title VI of the Civil Rights Act of 1964 (Title VI) and its implementing regulations, the SUBRECIPIENT agrees to take reasonable steps to ensure meaningful access to activities for L.E.P. persons. Any of the following actions could constitute "reasonable steps", depending on the circumstances: acquiring translators to translate vital documents, advertisements, or notices, acquiring interpreters for face to face interviews with L.E.P. persons, placing advertisements and notices in newspapers that serve L.E.P. persons, partnering with other organizations that serve L.E.P. populations to provide interpretation, translation, or dissemination of information regarding the project, hiring bilingual employees or volunteers for outreach and intake activities, contracting with a telephone line interpreter service, etc.

**XLVIX**  
**Compliance with Drug-Free Workplace**

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

**XLVIII**  
**Applicable Law**

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

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

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

AHAYAH, CDC Inc

Witness:

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

Tammy Moss President/CEO

DATE: \_\_\_\_\_

CITY OF MONROE, LOUISIANA

Witness:

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

Stacey Rowell, Director of Administration

DATE: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF WORK FY 2023-2024**

Organization: AHAYAH Community Development Corporation, Inc.  
FY 2023 – 2024 Operating Costs

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

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

The FY2022 grant will serve clients who are at or below 80% of A.M.I. of family size for the area.

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

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

**EXHIBIT B**  
**PROJECT SCHEDULE AND MILESTONES**  
**FY2023 - 2024**

Organization: AHAYAH CDC, Inc.

Program: FY 2023-2024 Operating Expenses

Estimated End Date of Project: April 30, 2024

Quarter	Activity/Milestone	Output Number
Quarter 1: May - July, 2023	OPERATING EXPENSES	
Quarter 2: August - Oct, 2023	OPERATING EXPENSES	
Quarter 3: November 2023 – January 2024	OPERATING EXPENSES	
Quarter 4 February – April, 2024	OPERATING EXPENSES	







**EXHIBIT E**  
**AFFIDAVIT AGAINST PROHIBITED ACTS**

THE STATE OF LOUISIANA  
PARISH OF OUACHITA

**AFFIDAVIT AGAINST PROHIBITED ACTS**

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

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

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Agency

Date Signed: \_\_\_\_\_

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

§ 118. Public bribery

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

- (a) Public officer, public employee, or person in a position of public authority.
- (b) Repealed by Acts 2010, No. 797, § 2, eff. Jan. 1, 2011.
- (c) Grand or petit juror.
- (d) Witness, or person about to be called as a witness, upon a trial or other proceeding before any court, board, or officer authorized to hear evidence or to take testimony.
- (e) Any person who has been elected or appointed to public office, whether or not said person has assumed the title or duties of such office.

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

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

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

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

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

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

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

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

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

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

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

(b) Fifteen percent to the criminal court fund.

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

(d) Five percent to the clerk of court.

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

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

§ 120. Corrupt influencing

- A. Corrupt influencing is the giving or offering to give anything of apparent present or prospective value to, or the accepting or offering to accept anything of apparent present or prospective value by, any person, with the intention that the recipient shall corruptly influence the conduct of any of the persons named in R.S. 14:118 (public bribery) in relation to such person's position, employment or duty.
- B. (1) Whoever commits the crime of corrupt influencing shall be imprisoned for not more than ten years with or without hard labor or shall be fined not more than ten thousand dollars, or both.
- (2) In addition to the penalty provided for in Paragraph (1) of this Subsection, a person convicted of the provisions of this Section may be ordered to pay restitution to the state if the state suffered a loss as a result of the Offense. Restitution shall include the Payment of legal interest at the rate provided in R.S. 13:4202.

## EXHIBIT F APPLICABLE LAWS AND REGULATIONS

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

- I. Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
- II. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- III. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

### IV. Nondiscrimination and Equal Opportunity.

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

contract.

#### **V. Equal Employment Opportunity.**

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

#### **VI. Davis Bacon Act**

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

#### **VII. Contract Work Hours and Safety Standards Act**

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide



that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **VIII. Rights to Inventions Made Under a Contract or Agreement**

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

#### **IX. Employment Opportunities**

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

#### **X. Uniform Federal Accessibility Standards**

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

#### **XI. Lead-Based Paint**

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

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

#### **XII. Use of Debarred, Suspended, or Ineligible Contractors**

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

otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

### **XIII. Flood Insurance**

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

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

### **XIV. Environmental Review**

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

### **XV. Clean Air Act**

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

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

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

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

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

**XVII.** See §200.322 Procurement of recovered materials

**XVIII.** Prohibition on contracts with companies boycotting Israel

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

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract.

**EXHIBIT G**  
**AUDIT**  
**CERTIFICATION**

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

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

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

Does your agency have an annual audit?    Yes    No

Name of Agency: AHAYAH. Community Development Corporation,  
Inc.

Name of Finance Director: Tammy Moss

Telephone Number of Finance Director: \_\_\_\_\_

Fiscal Year End: 2024

Signature and Date: \_\_\_\_\_

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

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

- i. Subrecipient/Contractor Name: AHAYAH Community Development Corporation, Inc.  
Subrecipient/Contractor's Unique Entity Identifier (DUNS): K5AVL4ZN4M6
- ii. Federal Award Date: \_\_\_\_\_
- iii. 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. Federal Award Project description: \_\_\_\_\_
- vii. Name of federal awarding agency: U.S. Department of Housing and Urban Development
- viii. CFDA Number and Name: CFDA 14.239 HOME Investment Partnerships Grant

**EXHIBIT I COUNCIL RESOLUTION**



STATE OF LOUISIANA

§ Community Development Block Grant

PARISH OF OUACHITA

§ HOME Investment Partnership Agreement

This Agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between **AHHYAH Community Development Corporation, Inc.**, a Community Housing Development Corporation, which is located at 1205 North 18<sup>th</sup> Street Suite 209 Monroe, LA 71201 (hereinafter “CHDO” or “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 **48th Year (2022-2023) Funds** under the HOME Investment Partnership Program up to \$150,000 for reconstruction of 2613 Price 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 the date Agreement is signed by all parties and shall run until **April 30, 2024**. 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 **December 15, 2024**.



### 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, Inc.**, 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 Community Development 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 Community Development staff. Payment shall be made upon submission of proper invoices, provided services have been satisfactory, and that 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 Community Development staff. All PROGRAM costs must be reasonable, necessary, and consistent with the 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 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 a 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 Community Development 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 Community Development 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 Community Development 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 Community Development 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 Community Development 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 Community Development staff and, if necessary, the CITY's Internal Audit staff will monitor the SUBRECIPIENT in conjunction with Office of Community Development 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 Community Development 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 ATTORNEY'S 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.

Social Media is prohibited. The SUBRECIPIENT cannot use CITY projects to promote business or for personal gain. This includes movies, videos, Facebook live, chats, posts, or any other social media outlets, etc. Violation of this would result in the SUBRECIPIENT returning the funds paid for this project as well as future payments and SUBRECIPIENT relinquishing the rights as a Community Housing Development Organization "CHDO".

## XVIII.

### Prohibited Communication

SUBRECIPIENT, Developer, Contractor, or Subcontractor should not have any communication with the homeowner on any City Projects. The contract is between The City and the SUBRECIPIENT and its representatives. If the SUBRECIPIENT and its representatives violate this policy:

- 1<sup>st</sup> - Offense will be a \$5,000 Fine
- 2<sup>nd</sup> - Offense \$10,000.00 Fine
- 3<sup>rd</sup> - Offense forfeits the contract and assumes all financial responsibility until the project is completed.

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.

## XIX.

### 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.

## XX.

### 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.

**XXI.**

**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).

**XXII.**

**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.

**XXIII.**

**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.

**XXIV.**

**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.

**XXV.**

**Remedies**

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement. In the event of default or breach of this Agreement, CITY may pursue any and all remedies contained in C.F.R. Part 200.338.

**XXVI.**

**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.

**XXVII.**

**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.

**XXVIII.**

**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.

**XXIX.**

**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.

**WITNESSES:**  
**Corporation, Inc.**

**AHAYAH Community Development**

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

BY: \_\_\_\_\_  
Print Name: \_\_\_\_\_

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

**WITNESSES:**

**CITY OF MONROE, LA**

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

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

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**Organization:** AHAYAH Community Development Corporation, Inc.,

**Program:** Reconstruction & New Construction of Housing Stock -CHDO

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 Lee Avenue Neighborhood. Demographics for the Lee Avenue Neighborhood is:

- 80% are low-to-moderate income individuals.
- 73.2 % is the poverty rate.
- 97.4% are African American
- Poverty Level is at 62%.
- Only 28.8 % have high school diplomas or GED
- 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**

**Timetable Schedule**

<b>Quarter</b>	<b>Activity</b>	<b>Output Number</b>
Quarter 1: January	Activity#1: Planning and Demolition	Output: # 1 home reconstructed
Quarter 2: January	Activity: Blueprint/ drawing of ADA Accessible house	Output: #1 home reconstructed
Quarter 3: February	Activity: Construction starts	Output: 1 home reconstructed
Quarter 4: March	Activity: Final Walk-thru of home; Ribbon Cutting	Output1 home reconstructed
<b>TOTAL</b>		Output: # of Unduplicated Participants <b>TOTAL: 1 New Reconstructed Home</b>



**EXHIBIT "C"**

**PROGRAM BUDGET**

Proposed Budget for CHDO Project – January 2, 2024 – April 30, 2024

<b>ACTIVITY</b>	<b>TOTAL BUDGET</b>	<b>JUSTIFICATION</b>	<b>RECEIVED FROM CHDO FUNDS</b>	<b>BALANCE</b>
Reconstruction of 2613 Price Street	Up to \$150,000.00	Reconstruction		\$150,000.00
Demolition	Up to \$7,500.00	associated costs w/ demolition, cleanup & debris haul off		\$7,500.00
Soft costs	Up to \$17,500.00	Relocation, moving expenses, storage, environmental review, etc.,		\$ 17,500.00
<b>TOTAL</b>	<b>HOME Funds: \$150,000.00 CDBG Funds: \$25,000.00</b>			

Reconstruction 2613 Price Street:

One (1) single-family dwelling Energy-efficient handicapped accessible home will be built to address the deteriorating housing stock in the Lee Avenue 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**

**THE STATE OF LOUISIANA**

**OUACHITA PARISH**

**AFFIDAVIT AGAINST PROHIBITED ACTS**

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 14:118  
Title 14: Criminal Law  
Chapter 1. Criminal Code  
**Part VII. Offenses Affecting Organized Government**  
**Subpart B. Bribery and Intimidation**  
§ 118. Public bribery

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

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

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

(c) Grand or petit juror.

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Fifteen percent to the criminal court fund.

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

(d) Five percent to the clerk of court.

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

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

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

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

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

## EXHIBIT F APPLICABLE LAWS AND REGULATIONS

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

- I. Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
- II. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- III. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

### IV. Nondiscrimination and Equal Opportunity.

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

minority and women's business enterprise in connection with activities funded under this contract.

#### **V. Equal Employment Opportunity.**

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

#### **VI. Davis Bacon Act**

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

#### **VII. Contract Work Hours and Safety Standards Act**

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements



of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **VIII. Rights to Inventions Made Under a Contract or Agreement**

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

#### **IX. Employment Opportunities**

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

#### **X. Uniform Federal Accessibility Standards**

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

#### **XI. Lead-Based Paint**

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

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

#### **XII. Use of Debarred, Suspended, or Ineligible Contractors**

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (S.A.M.), in accordance with the O.M.B. guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties

List System in S.A.M. contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

### **XIII. Flood Insurance**

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

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

### **XIV. Environmental Review**

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

### **XV. Clean Air Act**

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

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

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

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

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

**XVII.** See §200.322 Procurement of recovered materials

**XVIII.** Prohibition on contracts with companies boycotting Israel

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

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

**EXHIBIT "G"**  
**AUDIT CERTIFICATION**

Grantees and subgrantees are responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31- U.S.C. 7501-7507) and 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 benefiting 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

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

CITY OF MONROE

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

**A RESOLUTION AUTHORIZING THE CITY OF MONROE TO ACCEPT GRANT FUNDING THROUGH THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) "LEAD HAZARD AND CONTROL AND HEALTHY HOMES" GRANT PROGRAM AND FURTHER PROVIDING WITH RESPECT THERETO.**

WHEREAS, the City, as a participating jurisdiction in the HUD Community Development/HOME Program, is awarded Community Development Block Grant ("CDBG") funds to support housing and community development activities that benefit low-moderate income individuals/communities; and

WHEREAS, the City has sought and obtained additional federal funding needed to implement a new Lead Hazard and Healthy Homes program; and

WHEREAS, the City desires to accept grant funds in the amount \$ 4,496,699.00 from the HUD Lead Hazard Reduction Program (\$4,096,699.00) and Healthy Homes Program (\$400,000.00); and

WHEREAS, the acceptance of these grant funds requires a \$512,500 match from the City that the City currently has allocated for housing projects.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Monroe, Louisiana, in legal session convened, that the City of Monroe hereby accepts the grant funds under the Lead Hazard Reduction and Healthy Homes Grant Program from the US Department of Housing and Urban Development;

**BE IT FURTHER RESOLVED** that Mayor Friday Ellis is authorized to execute all documents necessary to accept the grant funds.

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

**AYES:**

**NAYS:**

**ABSENT:**

And the Resolution was declared **ADOPTED** on the \_\_\_\_\_ day of November 2023.

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

\_\_\_\_\_  
CHAIRPERSON



## City of Monroe – Lead Hazard Control Grant Other Jurisdictions

### Program Abstract

<b>Type of Applicant</b>	New Lead Hazard Reduction Applicant - Other Jurisdictions
<b>Type of Jurisdiction</b>	City with < 3,500 occupied rental housing units
<b>Complete Target Area</b>	Ouachita Parish (Census tracts 111, 54, & 55); City of Monroe, LA
<b>Lead Funding Requested</b>	\$4,096,699
<b>Healthy Homes Funding Requested</b>	\$400,000
<b>Match Commitment</b>	\$512,500
<b>Total Lead-Safe Units Proposed</b>	130 Units
<b>Total Number of Healthy Home Interventions</b>	100 units

The City of Monroe has developed a Lead Hazard Reduction Grant Program model for the integration of lead hazard reduction, healthy homes, and weatherization strategies to create lead-safe, healthy, and affordable homes for low-income families in Monroe's most at-risk communities. The City of Monroe Planning and Urban Development (PUD) - Community Development Division is applying as the lead applicant for HUD's OLHCHH's Lead Hazard Reduction Grant Program funding. The Monroe Lead Program will combine \$4,096,699 in HUD LHR Grant funds and \$400,000 in Healthy Homes Supplemental Funds with \$512,500 in HUD CDBG match and \$325,000 in leverage funds. With \$4,496,699 in total HUD grant funding, the City of Monroe and its partners will produce 130 lead hazard reduction units and 100 healthy home interventions.

Childhood lead poisoning has impacted the lives of children and communities in Monroe for decades and still poses a risk of causing learning disabilities, loss of speech development problems, attention deficit disorder, and aggressive behavior. As a HUD CDBG, HOME, ESG, and HOME ARP recipient, the City of Monroe – PUD Community Development Division will utilize experienced housing Program staff and committed community partners to pursue its goal of ending childhood lead poisoning in the City of Monroe. Lead hazard reduction funds and other housing resources will be focused on reversing a history of lead poisoning and deteriorating housing stock in high-risk neighborhoods in the City.

**Program Design - Creating Lead Safe, Green, and Healthy Homes:** The Monroe Lead Hazard Reduction Grant Program is designed to reduce lead hazards in homes in the citywide target area through a comprehensive plan of lead hazard reduction, economic development, resident workforce training, and outreach. The Lead Hazard Reduction Program will dramatically reduce the risk of lead poisoning in the homes of young children within the targeted communities. The Program's coordinated approach will utilize City staff and community partners to implement lead hazard reduction interventions that are cost-effective and target properties where children at risk reside. The Grant Program Plan was formulated to incorporate and leverage existing components of the City's Consolidated Plan and to address the needs of high-risk families and children. By combining lead hazard

reduction funding with housing rehabilitation, energy efficiency, and healthy homes (mold, radon, asbestos, asthma triggers, household injury risks), the Program will leverage resources to create a more significant number of lead-safe homes and convert substandard housing into sustainable lead safe and affordable housing.

**Potential Program Partners:** The City's partners will include United Way of Northeast Louisiana, Children's Coalition, Ouachita Multipurpose Community Action Program, State of Louisiana Health Department, Louisiana Housing Corporation, LaSalle Community Action Agency, local Head Start providers, Monroe Housing Authority, St Francis Hospital, Louisiana State AgCenter, and Louisiana Department of Environmental Quality.

**Additional Program Goals:**

- Complete 200 lead risk assessments/lead-based paint inspections to identify lead hazards.
- Conduct 30 outreach and education events directly reaching 3,500 City residents.
- Provide job training and increase lead contractor capacity by providing free Lead Worker training and certification to 40 community residents and contractors.
- Deliver 130 Post Remediation Kits to property owners to better maintain lead safety over time.
- Perform leverage-funded Weatherization/Energy Efficiency interventions in 50 program units.
- Perform match-funded Housing Rehabilitation interventions in 100 program units.

**Community Outreach and Marketing:** In partnership with community grassroots partners, the Monroe Lead Program will promote the program's lead hazard reduction services, educate the target communities on the dangers of lead-based paint hazards and engage the communities in how to create, access, and maintain greener, healthier, and lead safe housing. Through 30 public events, presentations, and outreach events to parents, community organizations, health care providers, realtors, rental property owner associations, and faith-based organizations, the Program will directly reach 3,000 residents in the target community of Monroe with lead poisoning prevention information and services to low-income families with children under age 6.

**Contractor Capacity, Job Development, and Economic Opportunity:** In addition to improving the housing stock of the target communities, the Monroe Lead Program is also committed to increasing lead contractor capacity and investing in the futures of its community residents. The Program will provide free Lead Worker training and certification to 40 community Section 3 residents to create career opportunities and to increase lead contractor capacity. The Program will link trainees to job development programs through the Ouachita American JobCenter office. The Lead Hazard Reduction Program will implement a comprehensive and strategically planned approach to lead poisoning prevention that will utilize HUD LHR funding to support the City's goals to end childhood lead poisoning and increase the stock of green, healthy, and affordable lead-safe housing in Monroe.

**Project Contact:** Ellen Hill, Planning and Urban Development, Department Head, City of Monroe, 3901 Jackson Street, Monroe, LA 71202, 318-812-7443, [ellen.hill@ci.monroe.la.us](mailto:ellen.hill@ci.monroe.la.us)

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 PARTIALLY (PHASE 1 OF 2) SUBSTANTIALLY COMPLETE WORK DONE BY MAX FOOTE CONSTRUCTION COMPANY FOR THE WATER TREATMENT PLANT RENOVATION AND EXPANSION PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.**

WHEREAS, the work performed by Max Foote Construction Company on the Water Treatment Plant Renovation and Expansion Project is partially (Phase 1 of 2) substantially complete; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that work done by and between the City of Monroe and Max Foote Construction Company on the Water Treatment Plant Renovation and Expansion Project is hereby accepted as partially substantially complete; and

BE IT FURTHER RESOLVED that Stacey Rowell, Director of Administration, is hereby authorized to execute any necessary documents, including the attached Certificate of Partial Substantial Completion, accepting the work on the Water Treatment Plant Renovation and Expansion Project as partially substantially complete.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared ADOPTED on the \_\_\_\_ day of November 2023.

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

\_\_\_\_\_  
CHAIRPERSON

**CERTIFICATE OF PARTIAL SUBSTANTIAL COMPLETION**

**CONTRACTOR:** Max Foote Construction Company  
**CONTRACT FOR:** Water Treatment Plant Renovation and Expansion  
**CONTRACT DATE:** June 25, 2021

**DATE OF PARTIAL SUBSTANTIAL COMPLETION:** November 21, 2023

**TO:** City of Monroe and Max Foote Construction Company

The work performed under this contract for Phase I of the Project 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 partially substantially completed on the above date.

A tentative list of items to be completed or corrected in Phase I is appended hereto. This list is not 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. A second list will be created for items pertaining to Phase II at the time when the associated work is submitted for substantial completion. All items on the aforementioned lists shall be completed by the Contractor within 45 days of Phase II Substantial Completion.

The date of Partial Substantial Completion for Phase I is the date upon which all guarantees and warranties associated with the work completed in Phase I begin, except as noted in the attached documents. The responsibilities between the Owner and the Contractor for maintenance and utilities shall be as set forth in the contract.

**C. Morgan McCallister, P.E.**

\_\_\_\_\_  
City of Monroe  
\_\_\_\_\_  
Date

The contractor accepts the above Certificate of Partial Substantial Completion.

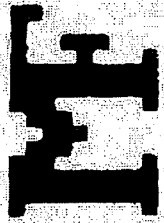
\_\_\_\_\_  
Max Foote Construction Company  
\_\_\_\_\_  
Date

**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



MARK FOOTE  
CONSTRUCTION CO., LLC

GENERAL CONTRACTORS

November 20<sup>th</sup>, 2023

Burns & McDonnell Engineering Company  
9400 Ward parkway  
Kansas City, Mo 64114

Attn: Jenny Warren

Re: Monroe Water Treatment Plant Renovations and Expansion

Subject: Partial Substantial Completion Request

Dear Ms. Warren,

The following project facilities are completed and have been placed into service for Phase I of the Monroe WTP project:

- New Chemical Building
  - o This includes all equipment and upgrades except for the following:
    - Chlorinators 3, 4, 5, 6, 9 and 10 required in Phase II
    - Ammoniators 2, 3, and 4
- New Treatment Basin
- New Filter Admin Building
  - o This includes all equipment and upgrades except for the following:
    - Exposed Duct work as listed below
    - Exhaust Fan ADM 4441 Damper and Motor
    - Access Control Per Punch list item 457. Majority of the access control is operable. Badges in process of being configured and to be turned over to owner upon occupancy of building.
- New Electrical Room
- New PAC Silo and Equipment
- New Ammonia Storage Facility
- New Caustic Storage Facility
  - o This includes all equipment and upgrades except for the following:
    - Heat trace and insulation for Caustic Recirc and Plant Water
- New Meter Vault
- New Chemical Injection Vault
- New RAW Water Mix Vault
- New Emergency Generator
- Along with the new facilities, all process interconnection piping, mechanical, plumbing, electrical, security access, instrumentation, control systems, architectural, site drainage, and site paving required and able to be completed for Phase I to allow the facilities to be occupied and used for their intended purpose have been completed.

In following with these facilities being checked out, commissioned, placed into service and the new facilities being used by the Owner to treat and distribute water to the City of Monroe as of November 15<sup>th</sup>, 2023, MFCC considers the above listed facilities and this portion of the project to be substantially complete on November 21, 2023 following the final building inspection of the Filter Admin Building and request that a partial-substantial completion certificate be issued. We ask that all associated warranties for this portion of the project and related equipment and

POST OFFICE BOX 1208 MANDEVILLE, LOUISIANA 70470-1208 (985) 624-8569  
FAX (985) 624-8580

components as noted above commence on November 21, 2023 and that operation and maintenance be by the Owner.

Below is a list of items that are not complete. These items do not impede the Owners ability to utilize the facilities for its intended purpose but are currently being addressed:

1. Heat Trace and Insulation for Caustic Recirculation and Plant Water Piping at the Caustic Storage Facility.
2. Dual wall duct work for exposed areas within the Filter/Admin Building. Note: Duct work and insulation is installed and all HVAC systems are currently working as intended.
3. Remaining Punch List items from walkthrough on 9/28/2023.

MECC will provide notification of completed work as we progress through the project. It is our intention to submit additional partial substantial completion requests as stand-alone portions of the project are substantially complete and are being utilized by the owner.

- New Laboratory Upgrades
- Phase II Train 2 and associated upgrades.
- Phase II Train 1 and associated upgrades.

If you should have any questions, please let me know.

Sincerely,



Steven Flinton  
Project Manager

Cc: Gary Braddock - Project Superintendent  
File: 331 – Substantial Completion

ID	Title	Status	Description	Assigned to	Issue owner	Created on	Location	Location details	Discipline	Required for Substantial Completion?	Created by
#98	Heat trace/insulate caustic piping	Open		Max Foote Construction	Jennifer (Jenny) Warren Burns & McDonnell	9/28/2023	New Chemical Building	Caustic pad	Process	yes	Rachel Drain Burns & McDonnell
#105	Heat trace/insulate caustic pump piping in trench	Open	Due to change from carbon steel to PVC	Max Foote Construction	Jennifer (Jenny) Warren Burns & McDonnell	9/28/2023	New Chemical Building	Caustic area trench	Process	yes	Rachel Drain Burns & McDonnell
#157	Fix scupper	Open	Fix scupper	Max Foote Construction	Ryan Lang Burns & McDonnell	9/28/2023	New Chemical Building		Architect	yes	Ryan Lang Burns & McDonnell
#162	Missing labels at MAUs	Open	Need labels for units and mysterious selector switches.	Max Foote Construction	Casey Behrends Burns & McDonnell	9/28/2023	New Chemical Building	Roof MAUs	Electrical	yes	Shawn Taylor Burns & McDonnell
#257	Arc Flash Labels	Open	Print and affix all arc flash labels per final approved short circuit and arc flash study.	Max Foote Construction	Casey Behrends Burns & McDonnell	9/28/2023	New Chemical Building	Electrical Room Equipment	Electrical	yes	Shawn Taylor Burns & McDonnell
#278	Fix leaks and repair coating	Open	Fix leaks and repair coating	Max Foote Construction	Ryan Lang Burns & McDonnell	9/28/2023	New Treatment Train (#3)		Architect	yes	Ryan Lang Burns & McDonnell
#283	Provide sun shields for instruments at Ammonia tanks	Open	Instruments require sun shields	Max Foote Construction	Casey Behrends Burns & McDonnell	9/28/2023	New Chemical Building	Ammonia Storage	Electrical	yes	Shawn Taylor Burns & McDonnell
#303	Caustic pad pipe labeling	Open		Max Foote Construction	Jennifer (Jenny) Warren Burns & McDonnell	9/28/2023	New Chemical Building	Caustic pad	Process	yes	Jennifer (Jenny) Warren Burns & McDonnell
#342	Cable tray tags, conduit seals	Open	Add cable tray labeling. Seal conduits into building on each side with duct seal.	Max Foote Construction	Casey Behrends Burns & McDonnell	9/28/2023	New Filter/Admin Building	Unspecified	Electrical	yes	Casey Behrends Burns & McDonnell
#425	Conference table AV install not complete	Open	Data jack install not complete	Max Foote Construction	Casey Behrends Burns & McDonnell	9/29/2023	New Filter/Admin Building	Unspecified	Electrical	yes	Casey Behrends Burns & McDonnell

ID	Title	Status	Description	Assigned to	Issue owner	Created on	Location	Location details	Discipline	Required for Substantial Completion?	Created by
#604	Chem Building CHM-MAU-2080 Paint Damage	Open	Substantial paint chipping/cracking/fading	Max Foote Construction	Preston Ryan Burns & McDonnell	10/2/2023	New Chemical Building	Roof	Mechanical/plumbing/fire protection	yes	Preston Ryan Burns & McDonnell
#613	Chem Building CHM-ES/EW-5011 Piping Connection/HT and Insulation	Open	CHM/ES/EW-5011 needs to be connected to water supply piping (no water flow at time of site visit). Also, all associated outdoor piping needs to be heat traced and insulated per specs.	Max Foote Construction	Preston Ryan Burns & McDonnell	10/2/2023	New Chemical Building	Outdoor Ammonia Tanks	Mechanical/plumbing/fire protection	yes	Preston Ryan Burns & McDonnell
#614	Chem Building CHM-ES/EW-5012 Piping Connection/HT and Insulation	Open	CHM/ES/EW-5012 needs to be connected to water supply piping (no water flow at time of site visit). Also, all associated outdoor piping needs to be heat traced and insulated per specs.	Max Foote Construction	Preston Ryan Burns & McDonnell	10/2/2023	New Chemical Building	Outdoor Ammonia Tanks	Mechanical/plumbing/fire protection	yes	Preston Ryan Burns & McDonnell
#615	Chem Building CHM-ES/EW-5001/5002/5013 Piping Connection/HT and Insulation	Open	CHM/ES/EW-5001/5002/5013 need to be connected to water supply piping (no water flow at time of site visit). Also, all associated outdoor piping needs to be heat traced and insulated per specs.	Max Foote Construction	Preston Ryan Burns & McDonnell	10/2/2023	New Chemical Building	Outdoor Bulk Caustic Tanks	Mechanical/plumbing/fire protection	yes	Preston Ryan Burns & McDonnell
#628	Filter/Admin Building ADM-EF-4441 Control Damper	Open	Confirm control damper ADM-CD-4441 was installed. Unable to see damper or damper motor.	Max Foote Construction	Preston Ryan Burns & McDonnell	10/2/2023	New Filter/Admin Building		Mechanical/plumbing/fire protection	yes	Preston Ryan Burns & McDonnell
#634	Filter/Admin Building ADM-EF-4441 Ductwork	Open	Flatten wall flange against wall and apply sealant. Paint ductwork to match wall.	Max Foote Construction	Preston Ryan Burns & McDonnell	10/2/2023	New Filter/Admin Building	Lobby/Museum	Mechanical/plumbing/fire protection	yes	Preston Ryan Burns & McDonnell



ID	Title	Status	Description	Assigned to	Issue owner	Created on	Location	Location details	Discipline	Required for Substantial Completion?	Created by
#652	Admin/Filter Building Piping Escutcheons in Finished Areas	Open	Install escutcheons on piping penetrating walls in finished areas. Refer to photos for locations near the elevator (upper and main floors) and the maintenance room.	Max Foote Construction	Preston Ryan Burns & McDonnell	10/2/2023	New Filter/Admin Building		Mechanical/plumbing/fire protection	yes	Preston Ryan Burns & McDonnell
#670	Chem Building CHM-MAU-2070 Paint Damage	Open	Substantial paint chipping/damage/leaking and tar splatter.	Max Foote Construction	Preston Ryan Burns & McDonnell	10/2/2023	New Chemical Building	Roof	Mechanical/plumbing/fire protection	yes	Preston Ryan Burns & McDonnell
#686	Arc Flash Labels	Open	Provide completed arc flash labels per Section 26 05 53 and Section 26 05 73.	Max Foote Construction	Casey Behrends Burns & McDonnell	10/2/2023		Entire Site	Electrical	yes	Casey Behrends Burns & McDonnell
#687	Cable Tray Labels	Open	Provide cable tray identification and warning labels per Section 26 05 53 and Section 26 05 36.	Max Foote Construction	Casey Behrends Burns & McDonnell	10/2/2023			Electrical	yes	Casey Behrends Burns & McDonnell
#717	Check all Exhaust fans - ensure responsiveness to temp_setpoints.	Open	Unspecified	Max Foote Construction	Preston Ryan Burns & McDonnell	10/24/2023	New Chemical Building	Unspecified	Mechanical/plumbing/fire protection	yes	Marvin Roberts Burns & McDonnell

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 BENCHMARK CONSTRUCTION GROUP OF LOUISIANA, LLC FOR THE BENOIT RECREATION CENTER PARKING LOT IMPROVEMENTS PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.**

**WHEREAS**, the work performed by Benchmark Construction Group of Louisiana, LLC on the Benoit Recreation Center Parking Lot Improvements Project is substantially complete; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Monroe, in legal and regular session convened, that work done by and between the City of Monroe and Benchmark Construction Group of Louisiana, LLC on the Benoit Recreation Center Parking Lot Improvements Project is hereby accepted as substantially complete; and

**BE IT FURTHER RESOLVED** that Stacey Rowell, Director of Administration, is hereby authorized to execute any necessary documents, including the attached Certificate of Substantial Completion, accepting the work on the Benoit Recreation Center Parking Lot Improvements Project as substantially complete.

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

**AYES:**

**NAYS:**

**ABSENT:**

And the Resolution was declared **ADOPTED** on the \_\_\_\_\_ day of November 2023.

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

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

CERTIFICATE OF SUBSTANTIAL COMPLETION

-----  
OWNER'S Project No. 21ENG004

ENGINEER'S Project No. 215235

Project:

City of Monroe

Benoit Recreation Center Parking Lot Improvements

-----  
CONTRACTOR: Benchmark Construction Group of Louisiana, LLC

Current Contract for: \$ 707,700.00

Contract Date: April 27, 2023

-----  
This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

**None specified.**

To \_\_\_\_\_

City of Monroe  
OWNER

And To \_\_\_\_\_

Benchmark Construction Group of Louisiana, LLC  
CONTRACTOR

-----  
The Work to which this Certificate applies has been inspected by authorized representatives of **OWNER, CONTRACTOR, and ENGINEER**; and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

October 31, 2023

Date of Substantial Completion

A tentative list of items to be completed or corrected ("Final Inspection Punch List") is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of **CONTRACTOR** to complete all the Work in accordance with the Contract Documents. When this Certificate applies to a specified part of the Work, the items in the tentative list shall be completed or corrected by **CONTRACTOR** within **45** days of the above date of Substantial Completion.

The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as follows:

**All work; no exceptions.**

---

The responsibilities between **OWNER** and **CONTRACTOR** shall be as follows:

**RESPONSIBILITIES:**

**OWNER:** Normal operation and maintenance.

**CONTRACTOR:** Provide a 1-year warranty as per contract. Complete all items on Final Inspection Punch List.

---

The following documents are attached to and made a part of this Certificate:

**Final Inspection Punch List**

---

**EXECUTED BY ENGINEER: S. E. Huey Co.**

By: Don Arrington Date: 11/15/23  
Don R. Arrington, P. E.

**ACCEPTED BY OWNER: City of Monroe**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Stacey Rowell, CPA  
Director of Administration

The **CONTRACTOR** accepts this Certificate of Substantial Completion on \_\_\_\_\_, 2023.  
**Benchmark Construction Group of Louisiana, LLC**  
**CONTRACTOR**

By: \_\_\_\_\_  
Zach Brister, Owner

**Final Inspection Punch List**  
**City of Monroe**  
**Benoit Recreation Center Parking Lot Improvements**  
**November 8, 2023**

A final inspection of the work on the project was conducted on this date. The following list was compiled to document items remaining to be addressed as part of the contract. Items are listed by plan sheet number.

**C1.4 – PAVING & GRADING PLAN**

1. Perform final walk-through check of all finish graded areas to remove all asphalt and concrete chunks, rocks, pieces of construction debris, and trash from site.

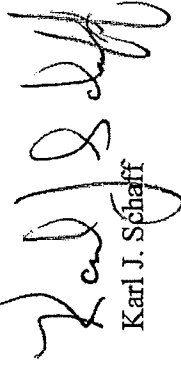
Estimated Cost: **\$350.00**

**SU1 - MEP – SITE UTILITY PLAN**

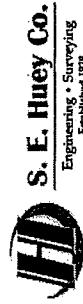
1. Fred Newton & Company, electrical engineering consultant, conducted their final inspection of the site lighting and controls. They reported all electrical work to be satisfactory and substantially complete.

Estimated Cost: **N/A**

S. E. Huey Co.



Karl J. Schaff



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 KEVIN LEE, ALL RIGHTS, TITLE, AND INTEREST THAT THE CITY MAY HAVE ACQUIRED TO THE LOT 6, SQUARE 19, ALEXANDER'S ADDITION, OUACHITA PARISH, 3910 LEE, DISTRICT 4, MONROE, LA, BY ADJUDICATION AT TAX SALE DATED JUNE 4, 2018, AND FURTHER WITH RESPECT THERETO.**

WHEREAS the property described as follows, to-wit:

**Lot 6, Square 19, Alexander's Addition  
3910 Lee Ave.  
Ouachita Parish, Monroe, Louisiana  
District 4  
Parcel #53600**

was adjudicated to the City of Monroe, Louisiana for non-payment of 2017 Ad Valorem Taxes by Adjudication Deed dated and filed June 4, 2018, in Conveyance Book 2548 at page 800 of the Records of Ouachita Parish, Louisiana and adjudicated to the City of Monroe, Louisiana. The 2017 Ad Valorem Taxes forming the basis for the described adjudication was validly assessed by the City of Monroe against Foley L. Nash;

WHEREAS, the City of Monroe has made efforts to contact Foley L. Nash by registered mail and notification published in the News Star with no response;

WHEREAS Kevin Lee wishes to purchase said property from the City of Monroe;

WHEREAS, pursuant to the provisions of La. R.S. 47:2238.1 et 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; and

WHEREAS, Kevin Lee has paid One Thousand Six Hundred Thirty-two and 93/100 (\$1,632.93) which includes Eighty Hundred Sixty-five and 93/100 (\$865.93) in City and Parish taxes, the remainder being legal fees for the City of Monroe and the Parish of Ouachita, advertising costs, mailing cost, and filing and recordation of all documents necessary to accomplish the acquisition of the property and then transfer from the City to the new owner.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the hereinafter described property is no longer needed for public purposes; the City of Monroe has made attempts to contact Foley L. Nash, by registered mail and publication in the News Star with no response; the City of Monroe desires to sell to Kevin Lee the property described as follows:

**Lot 6, Square 19, Alexander's Addition  
3910 Lee Ave.  
Ouachita Parish, Monroe, Louisiana  
District 4  
Parcel #53600**

BE IT FURTHER ORDAINED that a designated City representative is authorized to execute all documents necessary to effectuate said sale.

**ORDINANCE INTRODUCED** on the \_\_\_\_ day of November 2023.

**NOTICE PUBLISHED** on the \_\_\_\_ day of \_\_\_\_\_, 2023.

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

**AYES:**

**NAYS:**

**ABSENT:**

And the Ordinance was declared **ADOPTED** on the \_\_\_\_ day of \_\_\_\_\_, 2023.

  
**CHAIRPERSON**

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

\_\_\_\_\_  
**MAYOR'S APPROVAL**

\_\_\_\_\_  
**MAYOR'S VETO**





## ORDINANCE

STATE OF LOUISIANA  
CITY OF MONROE

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

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

**AN ORDINANCE AMENDING AND REENACTING SECTION 4-15 OF THE CITY OF MONROE CODE RELATING TO ALCOHOL LICENSE FEES FOR NEW BUSINESSES AND FURTHER PROVIDING WITH RESPECT THERETO.**

**WHEREAS**, Section 4-15 of the City of Monroe Code, entitled "Same – Full fee regardless of date of commencement," currently requires the payment of a full alcohol license fee regardless of the date of the commencement of business;

**WHEREAS**, the payment of a full license fee regardless of the time of commencement disproportionately disadvantages and burdens new businesses that commence or are issued licenses for less than the entire year; and

**WHEREAS**, to alleviate these disproportionate burdens and incentive the creation of new businesses, the City desires to reduce the amount of fees for new alcohol licenses that are issued after July 1 of each year by half.

**NOW THEREFORE, BE IT ORDAINED** by the City Council of the City of Monroe, Louisiana, in legal session convened, that Section 4-15 of the City of Monroe Code is hereby amended and reenacted as follows:

**Sec. 4-15 Same – Fees due upon issuance of alcohol license for new business.**

- (a) In the event an alcohol license is issued for a new business after January 1 but before June 30 of any year, the full license fee shall be collected for that year.
- (b) In the event an alcohol license is issued for a new business after July 1 but before December 31 of any year, half of the license fee shall be collected for that year.

**BE IT FURTHER ORDAINED**, that this Ordinance shall become immediately effective upon final adoption of this Ordinance and the Mayor's approval.

**This Ordinance** was introduced on the \_\_\_\_ day of November 2023.

**Notice published** on the \_\_\_\_ day of \_\_\_\_\_, 2023.

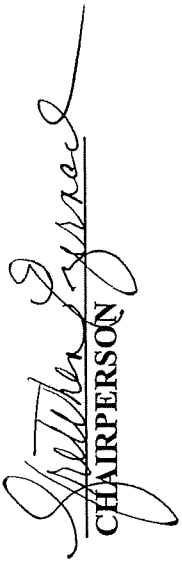
This Ordinance having been submitted in writing, introduced and published, was then submitted to a vote as a whole, the vote thereon being as follows:

**AYES:**

**NAYS:**

**ABSENT:**

And the Ordinance was declared **ADOPTED** on \_\_\_\_\_ day of November 2023.

  
CHAIRPERSON

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

\_\_\_\_\_  
MAYOR'S APPROVAL

\_\_\_\_\_  
MAYOR'S VETO