



Notice of:

BOARD OF ALDERMEN REGULAR MEETING

Tuesday, September 19, 2023 at 6:00 PM

Council Chambers, City Hall, 2305 North 7th Street, West Monroe

AGENDA

Public Comments: Any person present who wishes to comment on any matter prior to the vote on that matter should stand prior to the vote and request an opportunity to comment. Comments are limited to three (3) minutes per speaker, and the number of speakers may be limited on a subject.

NOTICE/MINUTES

Call to order/Verification of Attendance

Motion to Approve Minutes

- [1\)](#) Motion to approve the minutes of the September 5, 2023 Regular Council Meeting.

Recognitions/Presentations

- 2) City of West Monroe Employee Recognitions.
- 3) Candidates for office to address City Council - each restricted to three (3) minutes.

Mayor's Review

Community Announcements

ADMINISTRATION/FINANCE

- [4\)](#) Ordinance to authorize an agreement with Arbitrage Rebate Compliance Services to provide audit services for interest proceeds gained from bond money in compliance with Section 148 of the Internal Revenue Code of 1986.
- [5\)](#) Ordinance to authorize execution of a Sponsorship Agreement for the Raising Cane's Dog Park at Kiroli Park.

BUILDING AND DEVELOPMENT

- [6\)](#) **INTRODUCE** Ordinance to grant Right of Ways to Entergy for Highland Park Commercial Subdivision.
- 7) **INTRODUCE** Ordinance to grant Right of Way to B & E Wholesale.

CODE ENFORCEMENT

LEGAL

- [8\)](#) Ordinance to amend Sec. 11-5020(b) of the Code of Ordinances relating to the crime of unnecessary noise, to add subsection (17) which prohibits the use or employment of any engine compression, decompression, or exhaust braking device, system, or method to slow a vehicle.

PUBLIC WORKS

- [9\)](#) Ordinance to authorize execution of a Cooperative Endeavor Agreement (Line Item Appropriation) with the Louisiana Department of the Treasury/State of Louisiana (\$125,000 for the purchase of a dump truck).
- [10\)](#) Ordinance to authorize execution of a Cooperative Endeavor Agreement (Line Item Appropriation) with the Louisiana Department of the Treasury/State of Louisiana (\$567,000 for the purchase of a sewer vacuum truck).

COMMUNITY SERVICES

PARKS AND RECREATION

POLICE/FIRE

WMFD

WMPD

ENGINEERING/CONSTRUCTION PROJECTS

- [11\)](#) West Monroe Sports Complex - Project #000179

Ordinance to accept low bid for office and event furniture, and to authorize execution of a Contract for purchase and delivery with the low bidder.

- [12\)](#) Mane Street Cross Drain Repair - Project #C23012

Ordinance to accept low bid, and to authorize execution of a Contract for project construction with the low bidder.

- [13\)](#) Flanagan Street Water Main Replacement - Project #000202

Authorize the City Clerk to advertise for bids.

- [14\)](#) Project Updates

Gary Eldridge, City Engineer

PUBLIC COMMENTS/OTHER BUSINESS

- [15\)](#) General Fund and Utility Fund Monthly Budget Reports.

- [16\)](#) West Monroe Fire Department August Fire Report.

ADJOURN

If you need special assistance, please contact Christen Heath at 318-396-2600, and describe the assistance that is necessary.



BOARD OF ALDERMEN REGULAR MEETING
Tuesday, September 05, 2023 at 6:00 PM
Council Chambers, City Hall, 2305 North 7th Street, West Monroe

MINUTES

NOTICE/MINUTES

Call to order/Verification of Attendance

PRESENT

Mayor Staci Mitchell
Polk Brian
Morgan Buxton
Rodney Welch
Ben Westerburg

ABSENT

Thom Hamilton

The meeting was opened with prayer by Ridge Avenue Baptist Church Pastor James Wolfe. The pledge of Allegiance was led by West Ridge Middle School 7th grader Azlyn Alexander.

Motion to Approve Minutes

Motion to approve the minutes of the August 15, 2023 Regular Council Meeting.

Motion made by Welch, Seconded by Buxton.

Voting Yea: Brian, Buxton, Welch, Westerburg

ADMINISTRATION/FINANCE

Resolution 825: Resolution to approve the appointment of certain designated positions (City Clerk & Deputy City Clerk).

Motion made by Brian, Seconded by Welch.

Voting Yea: Brian, Buxton, Welch, Westerburg

Ordinance 5232: Ordinance to authorize a First Amendment to the Management Facility Agreement with Sports Facilities Management to provide an amendment of the "Opening Date".

Motion made by Westerburg, Seconded by Buxton.

Voting Yea: Brian, Buxton, Welch, Westerburg

BUILDING AND DEVELOPMENT

Ordinance 5233: Ordinance to rezone properties located at 145 Reagan Street, 105 Bancroft Blvd and 214 Reagan Street from a R-1 (Single Family) District to a B-3 (General Business) District. Applicants are the property owners: Salvation Army, Inc., Ginger Patrick Trichell and Transformations 122 Inc. **Received a favorable review from the Planning Commission.**

Motion made by Welch, Seconded by Westerburg.

Voting Yea: Brian, Buxton, Welch, Westerburg

PAGE 2
COUNCIL MINUTES
SEPTEMBER 5, 2023

Resolution 826: Resolution to reappoint Thom Hamilton to the City of West Monroe Historic Preservation Commission for a term expiring October 1, 2027.

Motion made by Westerburg, Seconded by Buxton.
Voting Yea: Brian, Buxton, Welch, Westerburg

Resolution 827: Resolution to reappoint Nora Collins to the City of West Monroe Historic Preservation Commission for a term expiring October 1, 2027.

Motion made by Buxton, Seconded by Brian.
Voting Yea: Brian, Buxton, Welch, Westerburg

LEGAL

Ordinance 5234: Ordinance to expand the boundaries of the West Monroe Economic Development District, and to extend the levy of a sales tax and a hotel occupancy tax within the expended boundaries.

Motion made by Westerburg, Seconded by Welch.
Voting Yea: Brian, Buxton, Welch, Westerburg

PUBLIC WORKS

Ordinance 5235: Ordinance to authorize a joint funding agreement for water sources investigations with the U.S. Geological Survey, U.S. Department of the Interior (annual agreement: \$20,560 City, \$7,600 USGS).

Motion made by Westerburg, Seconded by Welch.
Voting Yea: Brian, Buxton, Welch, Westerburg

COMMUNITY SERVICES

Ordinance 5236: Ordinance to declare certain movable property as surplus, and to be sold by public internet auction (miscellaneous surplus items and scrap metal at Ike).

Motion made by Buxton, Seconded by Welch.
Voting Yea: Brian, Buxton, Welch, Westerburg

WMPD

Ordinance 5237: INTRODUCE Ordinance to sell service firearm to retired Major Gary Aldridge.

Motion made by Westerburg, Seconded by Welch.

ENGINEERING/CONSTRUCTION PROJECTS

Mane Street Cross Drain Repair - Project #CP23012

Authorization to invite bids from selected contractors (construction cost estimate: \$79,900).

Motion made by Buxton, Seconded by Welch.
Voting Yea: Brian, Buxton, Welch, Westerburg

West Monroe Sports Complex - Project #000179

Authorize Change Order No. 004 (+ \$6,119.00; + 67 days) with Lincoln Builders of Ruston, Inc.

Motion made by Welch, Seconded by Buxton.
Voting Yea: Brian, Buxton, Welch, Westerburg

West Monroe Sports Complex - Project #000179

Authorize City Clerk to advertise for bids for wood court flooring protection.

Motion made by Buxton, Seconded by Brian.

Voting Yea: Brian, Buxton, Welch, Westerburg

Highland School Area Sidewalks - Project #000134

Ordinance 5238: Ordinance to authorize execution of an Entity/State Agreement with LA Department of Transportation and Development (DOTD).

Motion made by Brian, Seconded by Westerburg.

Voting Yea: Brian, Buxton, Welch, Westerburg

Otis Street Rehabilitation - State Project #H.013518 - City Project #000145

Authorize Change Order No. 7 (+ \$32,318.23; + 30 days) with Amethyst Construction, Inc, subject to the availability of City funds and DOTD approval of the Change Order and DOTD funding of their share of the Change Order.

Motion made by Buxton, Seconded by Westerburg.

Voting Yea: Brian, Buxton, Welch, Westerburg

Natchitoches Street Rehab (Trenton - N. 7th) - State Project #H.013400 - City Project #000144

Authorize Change Order No. 7 (+ \$50,312.60; + 30 days) with Diamond B. Construction Co., LLC, subject to the availability of City funds and DOTD approval of the Change Order and DOTD funding of their share of the Change Order.

Motion made by Westerburg, Seconded by Welch.

Voting Yea: Brian, Buxton, Welch, Westerburg

North 7th Street (Hwy. 143) Restriping (5-Lane) - Project #000188

Authorize the City Clerk to advertise for bids.

Motion made by Buxton, Seconded by Welch.

Voting Yea: Brian, Buxton, Welch, Westerburg

Kiroli Park Trails - LWCF Grant - Project #C24002

Add to Agenda: Ordinance to authorize acceptance of Land and Water Conservation Fund Grant.

Motion made by Buxton, Seconded by Welch.

Voting Yea: Brian, Buxton, Welch, Westerburg

Kiroli Park Trails - LWCF Grant - Project #C24002

Ordinance 5239: Ordinance to authorize acceptance of a Land and Water Conservation Fund Grant through the Louisiana Office of State Parks for certain described recreational improvements at Kiroli Park according to the terms and provisions of the grant, including a commitment for local funding of up to 50% of the project costs.

Motion made by Westerburg, Seconded by Welch.

Voting Yea: Brian, Buxton, Welch, Westerburg

Project Updates

Joshua D. Hays, P.E., M.S.C.E. (Lazenby & Associates, Inc.) and Robbie L. George, IV, P.E. (S.E. Huey, Co.) presented the City Council with project updates for transportation, drainage, water and other.

ADJOURN

Motion made by Brian, Seconded by Buxton.
Voting Yea: Brian, Buxton, Welch, Westerburg

ATTEST:



CHRISTEN HEATH
CITY CLERK

APPROVED:



STACI ALBRITTON MITCHELL
MAYOR

STATE OF LOUISIANA

CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE THE CITY OF WEST MONROE, LOUISIANA TO ENTER INTO AN AGREEMENT FOR CERTAIN ARBITRAGE REBATE CALCULATIONS AND OTHER RELATED SERVICES WITH BINGHAM ARBITRAGE REBATE SERVICES, RELATING TO PROVIDING ACTUARIAL AND RELATED SERVICES IN ORDER TO COMPLY WITH SECTION 148 OF THE INTERNAL REVENUE CODE OF 1986 BY THE CITY OF WEST MONROE, LOUISIANA, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

Section 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe, Louisiana, be and it is hereby authorized to enter into an agreement for certain professional services with Bingham Arbitrage Rebate Services in order to providing arbitrage rebate calculations and other related services in the City of West Monroe, Louisiana in order for the City to comply with Section 148 of the Internal Revenue Code of 1986 and the regulations thereunder, with the terms and conditions of this engagement to be as outlined on that proposal attached as Exhibit “A”.

Section 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to further negotiate and agree to such changes to that agreement as are non-material in scope or nature, and thereafter to execute that agreement on behalf of the City of West Monroe, Louisiana, and to take any and all other action deemed by her either necessary or appropriate to effectuate the receipt of these services pursuant to the terms of that agreement.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, passed and adopted the 19th day of September, 2023, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 19TH DAY OF
SEPTEMBER, 2023

CINDY EMORY, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

STACI ALBRITTON MITCHELL, MAYOR
CITY OF WEST MONROE
STATE OF LOUISIANA



BINGHAM

ARBITRAGE
REBATE
SERVICES

September 6, 2023

VIA EMAIL TRANSMISSION

Mr. Matthew Wilson, Director of Finance
City of West Monroe
West Monroe, Louisiana
mwilson@westmonroe.la.gov

RE: First Installment Period Arbitrage Rebate Compliance

\$25,000,000
City of West Monroe
Sales Tax Bonds
Series 2015

\$11,245,000
City of West Monroe
Sales Tax Bonds
Series 2018

Dear Mr. Wilson,

Bingham Arbitrage Rebate Services, Inc. ("Bingham"), a woman-owned, nationally accredited small business, is pleased to submit this proposal for arbitrage rebate services on the above-referenced tax-exempt issues. This proposal confirms the nature and scope of the services Bingham will provide, the terms and conditions under which Bingham will provide such services and the associated fees.

NATURE AND SCOPE OF SERVICES

The U. S. Congress has long considered the use of tax-exempt bond proceeds to invest in higher yielding taxable obligations to be abusive. In enacting Section 148 of the Internal Revenue Code of 1986 (the "Tax Code"), Congress adopted an approach to controlling the abuse. Section 148(a) generally prohibits the investment of tax-exempt bond proceeds in taxable obligations with a yield materially higher than the bond yield. Section 148(f) requires the "rebate" to the United States Treasury of any allowable arbitrage profits. There are, of course, certain specific exceptions to both the yield restriction and the rebate requirements.

Within 45 – 60 days following the next ensuing computation date for the Bonds or on such other day as we may mutually agree, Bingham will prepare and provide the following:

1. A written report (the "Report") setting forth a calculation of any arbitrage rebate and yield reduction payments and any related interest or penalties due to the United States Treasury with respect to the Bonds in compliance with Section 148 of the Internal Revenue Code of 1986 (the "Tax Code"); and
2. Form 8038-T for filing with the Internal Revenue Service ("IRS"), if the Report indicates that amounts are owed to the United States Treasury.

The Reports and the Form 8038-T's (if required) will cover the period from May 21, 2015 through December 1, 2019 for Series 2015; and December 4, 2018 through December 1, 2023 for Series 2018.

In the preparation of the Reports and, if required, the Form 8038-T's, Bingham will among other things determine the amount of the gross proceeds of the Bonds (including the investment proceeds) and the dates and amounts of the expenditures of such gross proceeds and assess whether such gross proceeds may qualify for the spending and other exceptions to the rebate and yield restriction requirements of Section 148 of the Tax Code.

Please note that you will have the ultimate responsibility for obtaining the signature of an authorized representative of the Issuer on the Form 8038-T and ensuring it is filed with the Internal Revenue Service by the date specified in the Report, along with the required payment.

CLIENT RESPONSIBILITIES

For Bingham to provide you with the highest level of service, we must rely on you to provide, in a timely manner, the transcript of the financing documents and closing certificates for the Bonds, including the tax or arbitrage certificate and the IRS Form 8038, 8038-G or 8038-GC, any amendments to or modifications of such documents and certificates and the information regarding the investment and expenditure of the gross proceeds of the Bonds that we may request. You may have to obtain, or arrange for Bingham to obtain, such information from your bond counsel, the trustee for the Bonds or other professionals.

For the Reports, we will need all the bank/trust statement history from May 21, 2015 through the first installment date for Series 2015, and December 4, 2018 through current date for Series 2018. For future statements, please ask the bank to set Bingham up for online access. The documentation and information requested for the arbitrage rebate calculations should cover the entire history of the Bonds. Any investment changes that occurred during our review period would be considered necessary.

We will not audit or otherwise independently verify the correctness of the information you provide. However, we may ask you to clarify any of the information.

PERIOD OF THE ENGAGEMENT

We expect to begin the preparation of your Reports and Form 8038-T's (if required) upon receipt of a signed copy of this proposal and all of the documents and information requested.

Our services will conclude upon our delivery to you of the Reports and 8038-T's (if required) in a form suitable for execution by your authorized representative and filing with the IRS. You are responsible for reviewing the accuracy of Form 8038-T and any accompanying schedules and statements prior to filing.

Having worked with a wide variety of issues, our firm already understands the accounting practices and debt structure to be utilized. Our project team stands ready to begin this engagement without delay. We welcome the opportunity to serve your office in this important tax compliance requirement. Please do not hesitate to contact me at (804) 864-9564 if you have any questions.

Sincerely,



Kim A. Hoyt
President

**Proposal for Arbitrage Rebate Compliance Services for
City of West Monroe, Louisiana**

<u>TABLE OF CONTENTS</u>	<u>PAGE</u>
1. Bingham Qualifications and Experience	4 - 11
2. Bingham's Work Plan	12 - 17
3. Partial Client List – Louisiana Clients	18
4. Evaluation Date and Bingham's Fee Schedule	19
5. Signatures	20

Bingham Qualifications and Experience

Past and Current Accomplishments

Company History and Woman Owned (Minority) Firm	<p>Bingham has provided arbitrage rebate and related compliance services for 35 years.</p> <ul style="list-style-type: none"> ➤ 1985 - Bingham & Company Capital Markets, Inc. of St. Louis and Kansas City, Missouri established. ➤ 1988 -Arbitrage Rebate Service Division added to the St. Louis office. ➤ 1989 -Arbitrage Rebate Service Division transferred to Richmond, Virginia. ➤ 1995 -Division incorporated as Bingham Arbitrage Rebate Services, Inc. ("Bingham"), a wholly owned subsidiary, with Kim A. Hoyt as President. ➤ 1996 -Ms. Hoyt purchased the firm from Bingham & Company Capital Markets, Inc. ➤ 1997 - Virginia Women's Business Enterprise (VWBE) Certified ➤ 2005 - Small, Women and Minority (SWaM) Certified ➤ 2018 - National Women's Business Enterprise Certification (WBENC) <p>Since Ms. Hoyt's acquisition of Bingham in 1996, Bingham has been and remains a certified woman-owned minority firm. Bingham has chosen to remain an independent firm, with the same ownership, organizational structure, and name, rather than merge with other firms. This strategy has allowed Bingham to experience deliberate, steady growth and earn a national reputation for expertise and excellence in arbitrage rebate services.</p>
Calculation Savings for Clients	<p>There are various instances of arbitrage rebate savings for Bingham's clients.</p> <p>For Variable Rate Issues only, the Bond Year Method can be applied which allows annual bond years with the bond yield and arbitrage liability being calculated separately for each bond year. By utilizing the Bond Year Method, the fluctuation of the yield and arbitrage liability is eliminated. Bingham has been able to save millions of dollars for clients by knowing how to properly apply this method under Variable Rate Issues.</p> <p>Bingham has worked with numerous clients on Requests for Recovery of Overpayments (Tax Form 8038-R) with total refunds exceeding \$2,900,000. In all cases, overpayments were due to errors from previous provider calculations, errors resulting from in-house calculations, installment period payment refunds when final calculation results in overpayment from earlier installment periods.</p>
Professional Affiliations	<p>Bingham is a member of the National Government Finance Officers' Association (GFOA). Additionally, Bingham is a member of the GFOA within the states of North Carolina, Virginia, Georgia, Maryland and Louisiana.</p> <p>Bingham is a member of the National Association of Bond Lawyers.</p>
Legal and Other Professional Resources	<p>Bingham not only brings highly experienced and expert staff to every client transaction, but we also work closely with</p> <ul style="list-style-type: none"> ➤ A bond attorney who is a nationally recognized specialist in arbitrage rebate and tax compliance ➤ The attorney/CPA who developed Bingham's proprietary software ➤ Bond counsel for your transaction. <p>The combination of Bingham staff experience and expertise, coupled with the assistance of these other experts, guarantees delivery of the most timely and accurate arbitrage rebate compliance reports to every client.</p> <p>Please note: The attorney and attorney/CPA mentioned above serve our firm in an advisory capacity and they are not subcontractors on Bingham contracts.</p>

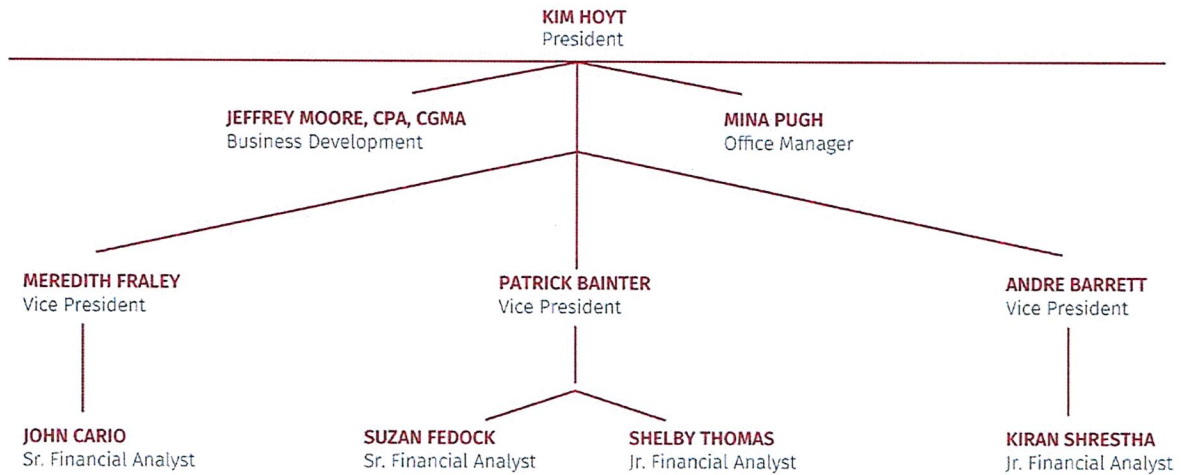
Bingham Qualifications and Experience (continued)

Past and Current Accomplishments

IRS Experience	<p>IRS inquiries by their very nature produce stress. Bingham is readily available to our clients and has experience dealing with IRS inquiries, audits, questionnaires, past due rebate liability, refund requests due to overpayment, and issuers that have gone before the IRS Voluntary Closing Agreement Program. We're here to help you with the IRS. Best of all, Bingham's calculations and reports have never been challenged by the IRS in any way, but rather have been accepted by the IRS and bond counsel as definitive.</p> <ul style="list-style-type: none"> a) <u>IRS Audits/Examinations</u> – In each instance, upon client request Bingham sent information to client or IRS. In each instance, the client received an IRS letter stating, "No further action needed, and audit closed." There have never been any adverse findings by the IRS with any of Bingham's calculations or reports. b) <u>Overpayment Refunds</u> – As noted on the previous page, Bingham has worked with several clients on overpayment refund requests for arbitrage rebate, and excess investment yield, calculations exceeding \$2,900,000. Our office has worked with multiple IRS agents for all refund requests. None of Bingham's refund requests have resulted in further examinations or adverse findings. c) <u>Voluntary Closing Agreement Program (VCAP) and other IRS Interactions</u> – Bingham has assisted clients through the Voluntary Closing Agreement Program. VCAP factors have included missed 0% State and Local Government Securities (SLGs) within Escrow Funds, restructuring of Escrow Funds and errors from previous provider calculations. d) <u>Other IRS Interactions</u> – Many times Bingham is hired after the installment due date. If a payment is due, late penalties may accrue. In order for the IRS to waive an additional penalty equal to 50%, or 100%, the issuer must submit a detailed letter explaining why the payment is late and not due to willful neglect. The rebate payment and late penalties must be made within 180 days of discovering the failure to pay rebate on time. Bingham has assisted Bond Counsel and clients in the preparation of waiver of penalty letters. In all instances, the clients never heard further from the IRS and did not have to pay the additional 50% or 100% penalty.
Proprietary Software	<p>A key component of Bingham's reliable and efficient service is our data processing capability and proprietary software developed by an attorney and CPA. The software has been closely reviewed and validated by our firm's CPAs to ensure compliance with Treasury Regulations and the Internal Revenue Code, as well as generally accepted accounting principles. Additionally, our software can be easily updated to comply with new amendments to laws and accompanying regulations as needed. For some specific client needs, our software has been customized and updated.</p>
Data Management and Security	<p>Bingham recommends to all clients that records related to arbitrage rebate calculations, reports, and payments (if any) be kept for six years after the final maturity date of the bonds. Upon request, Bingham can assist your office with developing and maintaining appropriate recordkeeping systems. Bingham recommends that all clients maintain bond closing documents, transaction activity, arbitrage rebate reports and related documentation. Bingham can provide your office with electronic back-up of all data and reports generated for a period extending at least six years after the redemption date or last maturity date of an Issue. Bingham's electronic back-up is created and moved off-site daily to a secured location.</p>

Bingham Qualifications and Experience (continued)**Organization**

Bingham is a small, highly experienced firm with ten full-time employees located in Richmond, Virginia. Having one location allows Bingham to provide the most efficient, accurate and client-responsive post-issuance compliance services in the arbitrage rebate industry.



Bingham Qualifications and Experience (continued)

Key Personnel

Meredith Fraley
Vice President



Expertise:

Transferred Proceeds
Parity Reserve Funds
Uncommingling/
Pro Rata Allocations
Pooled Bond Issues
Refund Requests
Client Training

With over three decades of experience in arbitrage rebate services, Meredith Fraley specializes in Municipal, Not-for-Profit[501(c)(3)s], University, and Multi-Family issues.

Meredith performs the financial calculations necessary for the arbitrage rebate requirement and interprets corresponding Treasury Regulations, consistently ensuring compliance. Since 2012, she has produced over 2,500 comprehensive reports for complex arbitrage rebate calculations. Since 2005, she has successfully processed refund requests for over \$2 million dollars.

Meredith has been an integral part of Bingham's growth and client retention since the early years of the company. Clients trust and rely on her knowledge and support. As a result, she has numerous faithful clients who have consistently relied on her services for over ten years, including cities, counties, authorities, and universities. She is skilled at adapting and working with varying data formats the client provides — from Excel files or PDFs to a wide variety of bank statements. Meredith is not only a dedicated member of our team, but a dedicated team player with every client.

A recognized arbitrage specialist, Meredith leads instructional sessions at various financial conferences, providing clients and other professionals accurate, essential information on arbitrage rebate compliance. She also has led in sessions at an CPE accredited course, *Issuing Debt and Debt Management*, conducted by the Virginia Government Finance Officers' Association.

Professional Memberships:

GFOA - Virginia, Georgia, Louisiana, North Carolina, Maryland
National Association of Bond Lawyers
Women in Public Finance (Virginia Chapter)

B.S. Finance - Virginia Polytechnic Institute and State University

Bingham Qualifications and Experience (continued)

Key Personnel

Patrick Bainter
Vice President



Expertise:

Parity Debt Service
Reserve Funds &
Commingled Funds
Transferred Proceeds
Interest Rate Swap
Transactions
Universal Cap Analysis
P3 Projects

With over 20 years of experience at Bingham, Patrick Bainter handles complex arbitrage rebate and comprehensive verification services. He specializes in municipal, university, assisted living facility, industrial development authority, public private partnerships (P3), and not-for-profit [501(c)(3)s] Issues.

Patrick has consistently been at the forefront of Bingham's development and progress. Patrick leads Bingham's verification services. In 2012, he initiated and developed Bingham's verification analysis models with support from Bingham's CPA. For pre-bond closing transactions, Patrick provides verification services for refunding escrow funds and cash defeasance transactions, ensuring mathematical accuracy. With proven expertise and using customized software programs, he confirms the adequacy of cash, escrow yield, and securities placed in escrow for the retirement of the bond issues.

Patrick and his team have provided over 600 reports for a wide variety of clients, including a regional Authority, six international airports, over thirty universities/colleges, and major transportation projects. In 2022, Patrick led the completion of verification reports for transportation projects on \$1 billion and \$638 million Series 2022 Bonds.

Since 2015, Patrick has completed over 2,700 complex arbitrage rebate calculations, always playing close attention to the potential to reduce rebate liability. He has significant experience providing both arbitrage rebate and verification services to P3 (public private partnership) projects.

Professional Memberships:

GFOA - Virginia, Georgia, Louisiana, North Carolina, Maryland

B.B.A. Finance - Radford University

Bingham Qualifications and Experience (continued)

Key Personnel

Andre Barrett
Vice President



Expertise:

Transferred Proceeds
Parity Reserve Funds
Uncommingling/
Pro Rata Allocations
Pooled Bond Issues
Refund Requests

With a strong background in banking and in-depth knowledge of the complexities of IRS arbitrage rebate tax compliance, Andre specializes in arbitrage rebate and verification services for municipalities and educational institutions, as well as hospitals, retirement homes, and housing.

Proficient in all areas of arbitrage rebate account management, Andre has performed over 1,500 calculations with a total par value of over \$17 million since 2015. His strong expertise in municipal debt has resulted in exceptional arbitrage services for over 82 municipalities. He regularly assists clients with IRS Schedule K (Form 990) completion and consistently pays close attention to the potential to reduce rebate liability.

With solid financial experience, he is a valued resource in Bingham verification reporting. Andre assisted in verification reports for transportation projects on \$1 billion and \$638 million Series 2022 Bonds.

Andre often represents Bingham at local and state financial conferences, contributing up-to-date information regarding arbitrage rebate, verification, and IRS Schedule K (Form 990) services.

Professional Memberships:

GFOA - Virginia, Georgia, Louisiana, North Carolina, Maryland

B.S. Finance - Virginia Commonwealth University

Bingham Qualifications and Experience (continued)

Key Personnel

Kim A. Hoyt
President



Expertise:
IRS and U.S. Treasury
Regulations

Post-Issuance
Compliance:
Bond Yield
Arbitrage Rebate
Calculations
Yield Reduction

Training

As President and owner of Bingham since 1996, Kim is a recognized expert in the arbitrage compliance field. With an extensive accountant and analyst background in the banking industry, Kim provides the leadership that has earned Bingham a reputation for expertise and excellence in arbitrage rebate services.

Kim has in-depth knowledge of all current IRS arbitrage rebate tax rules and regulations. With the evolution of U.S. Treasury regulations, she has effectively guided Bingham's account managers and staff through the resulting changes to post-issuance compliance. She maintains strong relationships with corporate trust banks, bond attorneys, and financial advisors to provide quality consultation on matters relating to verification service, post-issuance compliance, arbitrage rebate, and related IRS forms.

Kim provides oversight and support to the Bingham team in verification of calculations and reports. Her close scrutiny of the complex details associated with arbitrage rebate ensures regulatory compliance and precision reporting for every client.

As an active participant in financial conferences and seminars nationwide, Kim conducts specialized training and seminars for clients and the public finance industry on post-issuance compliance topics such as bond yield, arbitrage rebate calculations, yield reduction, and recordkeeping. She has presented sessions with representatives from the IRS Tax-Exempt Bond (TEB) compliance group.

Kim maintains a Preparer Tax Identification Number in order to sign IRS Tax Forms 8038-T for payments and 8038-R for overpayment refunds.

Professional Memberships:

GFOA - National, Virginia, Georgia, Louisiana, North Carolina, Maryland

Georgia Association of School Business Officials

National Association of Bond Lawyers

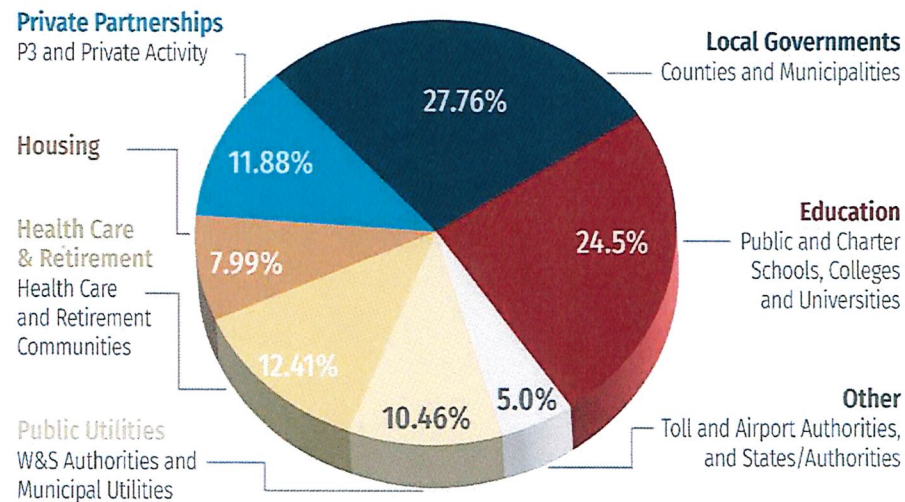
Women in Public Finance (Virginia and Louisiana Chapter)

B.S. Accounting - Pennsylvania State University

Bingham Qualifications and Experience (continued)

Client Composition

Bingham has provided arbitrage rebate compliance and related services for 35 years. From its humble beginnings in 1988, Bingham has completed arbitrage rebate calculations on more than 6,500 bond issues throughout the United States. Bingham now has clients in forty-five states and the District of Columbia; and has successfully completed calculations amounting to more than \$140 billion in combined bond proceeds. Included among our clients are Municipalities, Counties, School Districts, Academic Institutions, Water and Sewer Authorities, Universities, Non-Profit Organizations, Foundations, Industrial Development Authorities, Transportation Authorities, Retirement Facilities, Housing Authorities, Hospitals, Airports and other Private Activity issuers.



Bingham has completed arbitrage rebate compliance reviews applying each of the various versions of Section 148 of the Internal Revenue Code (1986, 1989 Temporary, 1992 through and including the current 1993 U.S. Treasury Regulations), as appropriate to each client and issue.

Bingham has provided arbitrage rebate services including

- complex pooled financings involving multiple participants
- ongoing services for many large municipal and development authority debt issuers who have contracted with us for more than twenty years
- analysis of more than 300 swaps, swap termination and/or similar complex investment hedging arrangements.

Bingham has also served as verification agent on more than 750 refunding transactions in the past eleven years.

Bingham's Work Plan

The following steps are a detailed account of Bingham's process to provide arbitrage rebate calculation services for City of West Monroe.

Step 1: Setup and maintain an arbitrage compliance summary for the issue.

Bingham will review the closing documents and investment activity to determine which funds will need to be evaluated for arbitrage rebate compliance. Bingham will collect data from your office and confirm the Bond Year and relevant IRS filing dates. Bingham will set up and maintain an arbitrage rebate compliance summary for the issue, to monitor ongoing compliance requirements.

Step 2: Standard documentation and information provided to Bingham for these compliance reports:

- a) IRS Form 8038-G
- b) Tax Compliance Certificate
- c) Official Statement
- d) Index to closing transcript
- e) All bank/trust statements from May 21, 2015 through first installment date for Series 2015, and December 4, 2018 through current date for Series 2018

The statements and documents noted above are necessary documents for our review. The actual length of time needed for completion of the review, analysis, calculations, and documentation is contingent upon the availability of the statements and documents listed above.

Step 3: Perform up-to-date arbitrage rebate compliance report and provide updated report on arbitrage issues, including:

- a) Computation summary and analysis of relevant dates and assumptions
- b) Sources and Uses of funds
- c) Arbitrage yield and yield restriction requirements
- d) Rebate liability by fund and aggregate liability for the issue
- e) Arbitrage/Investment Yield Comparison
- f) Rebate Calculation by Fund
- g) Outstanding Investments Summary.

Bingham will account for all gross proceeds to confirm the Sources and Uses of the proceeds and determine the arbitrage rebate calculation requirements.

Bingham's Work Plan (continued)

Bingham will initially test for an exception and special elections, as indicated in the bond documents. In order to meet one of the IRS' spending exceptions, the following rules must apply:

Small Issuer Exception	<p>Issues less than \$5,000,000 in tax-exempt debt in one calendar year. Legislative changes increased the exception as follows:</p> <ul style="list-style-type: none"> Up to \$15,000,000, with at least \$10 million of the \$15 million used to finance public schools for bonds issued after December 31, 2001. 								
Six-Month Spending Exception	<p>Proceeds spent within Six Months of Closing 100%</p> <ul style="list-style-type: none"> Under certain conditions, the Six-Month Exception can be extended to one year for governmental or 501(c)(3) bonds. 								
Eighteen Month Spending Exception	<p>Proceeds spent:</p> <table> <tr> <td>within Six Months of Closing</td><td>15%</td></tr> <tr> <td>within Twelve Months of Closing</td><td>60%</td></tr> <tr> <td>within Eighteen Months of Closing</td><td>100%</td></tr> </table> <ul style="list-style-type: none"> Issues delivered after June 30, 1993 A 5% retainage is allowed at eighteen months as long as the proceeds are fully expended by thirty months. 	within Six Months of Closing	15%	within Twelve Months of Closing	60%	within Eighteen Months of Closing	100%		
within Six Months of Closing	15%								
within Twelve Months of Closing	60%								
within Eighteen Months of Closing	100%								
Two Year Construction Spending Exception	<p>Proceeds spent:</p> <table> <tr> <td>within Six Months of Closing</td><td>10%</td></tr> <tr> <td>within Twelve Months of Closing</td><td>45%</td></tr> <tr> <td>within Eighteen Months of Closing</td><td>75%</td></tr> <tr> <td>within Twenty-Four Months of Closing</td><td>100%</td></tr> </table> <ul style="list-style-type: none"> Issues delivered after December 20, 1989 Qualifying issuers only A 5% retainage is allowed at twenty-four months as long as the proceeds are fully expended by thirty-six months. 	within Six Months of Closing	10%	within Twelve Months of Closing	45%	within Eighteen Months of Closing	75%	within Twenty-Four Months of Closing	100%
within Six Months of Closing	10%								
within Twelve Months of Closing	45%								
within Eighteen Months of Closing	75%								
within Twenty-Four Months of Closing	100%								

If a spending exception is missed, the arbitrage rebate calculation is required on all funds. If an issue maintains a funded Debt Service Reserve Fund, the arbitrage rebate calculation will be required for the life of the issue.

Bingham's Work Plan (continued)

If the issue requires an arbitrage rebate calculation, Bingham will determine the evaluation date, and calculate the issue's arbitrage yield and, if applicable, the excess investment yield. As part of our analysis, Bingham will analyze the best calculation methodology to provide the lowest and most accurate arbitrage rebate liability for the issue.

Bond Yield	Bingham calculates the exact yield on the bonds, using a 30/360-day model and semi-annual compounding, taking the exact dates of receipts and disbursements as shown in statement summaries. For these purposes, the yield under the arbitrage regulations is that rate of interest which, when used to discount all future payments on the Bonds, produces a present value equal to the initial offering price to the public.
Rebate Calculation	<ul style="list-style-type: none"> • All the moneys on deposit and any interest income earned on the date of evaluation (the last day upon which any interest or principal on the bonds is paid) are treated as a receipt on that date. • All receipts and disbursements occurring on or prior to the date of evaluation and the calculated receipts are future-valued to the date of evaluation using the yield on the bonds. The calculation is made using a 30/360-day model and semi-annual compounding, taking the dates of receipts and disbursements as shown in statement summaries. • The future value of the receipts and disbursements is subtracted from the future value of the earnings with the resulting balance being the amount to be rebated.
Yield Restriction Calculation	<p>Capital Projects (if applicable)</p> <p>The Regulations require that any Project investment held beyond the three-year temporary period must be yield restricted to the bond yield, plus .125%. Any amount earned over the limit must be paid to the Internal Revenue Service in the form of a "yield reduction payment." Such payment is similar to an arbitrage rebate payment and is paid in the same manner and with the same frequency as arbitrage rebate; within 60 days of the fifth bond year [U.S. Treasury Regulations Section 1.148-5(c)(1) & (2)]. If a factor, only one payment is made to the Internal Revenue Service, either an arbitrage rebate payment or a yield reduction payment, whichever amount is higher. Bingham will test for and run the excess investment yield calculation if applicable.</p> <p>Replacement Proceeds (if applicable)</p> <p>The U.S. Treasury Regulations require that replacement proceeds held beyond the respective temporary period must be yield restricted to the bond yield, plus .001%. Any amount earned over the limit must be paid to the Internal Revenue Service in the form of a "yield reduction payment." Such payment is similar to an arbitrage rebate payment and is paid in the same manner and with the same frequency as arbitrage rebate; within 60 days of the fifth bond year [U.S. Treasury Regulations Section 1.148-5(c)(1) & (2)]. If a factor, only one payment is made to the Internal Revenue Service, either an arbitrage rebate payment or a yield reduction payment, whichever amount is higher.</p>

Bingham's Work Plan (continued)

Bingham's Reports

All Bingham reports include comprehensive detailed calculations, a thorough report, executive summary, and our professional opinion that all calculations were performed in compliance with federal tax law. Bingham's calculations, reports, computation summary and analysis of relevant dates and assumptions will be completed annually, as of the anniversary of the Bond Year or such other date as specified in the bond documents.

Bingham's reports provide both summary and detail of every aspect of the analysis we undertake and support the conclusions reached. As applicable, all Bingham reports and schedules will include the sources and uses of funds, the arbitrage yield, spending exception reports, arbitrage rebate calculations, excess investment yield calculations and yield restriction requirements, expiration dates for temporary and spend down periods, the next calculation date, and the rebate liability of any accruing arbitrage by fund. Our reports also provide a summary of outstanding investments. All Bingham reports exceed the industry standard and are comprehensive, mathematically accurate and consistent with Section 148(f) of the Internal Revenue Code.

Bingham has implemented a "Green Initiative," and all compliance reports are now sent to your office electronically. However, if you prefer an original hard copy of the installment date report, please let us know. We are happy to place one in the mail upon request.

RECORD RETENTION

Bingham's policy is to return to you any information you transmit to us in original form or in hard copy as, or when, we complete this engagement. We ask that you pick up the originals or hard copies within 30 days after we notify you of their availability. After 30 days, you agree that we may return your information to you at your last known address via U.S. Mail or 2-day delivery service at your request. Our responsibility for your originals and hard copies ends when you pick them up or we deposit them in the U.S. Mail or with the 2-day delivery service.

Bingham's current policy is to keep our records related to this engagement in electronic format for six years from the end of this engagement.

USE OF THE INTERNET AND CLOUD SERVICES

To facilitate the provision of our services to you, we may send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet or allow access to data through third party vendors' secured portals or clouds. Your electronic data may be transmitted or stored using these methods. We may use third party service providers to store or transmit this data. In using these data transmission and storage methods, Bingham employs reasonable measures designed to maintain data security and we require our third-party vendors to do the same.

You acknowledge and agree that Bingham has no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third party service providers during this engagement.

Step 4: Identify all gross and transferred proceeds allocated to the issues.

In addition to the analysis detailed above, Bingham will analyze any other impacts on the arbitrage rebate calculation, including transferred proceeds or commingled funds. If at any time an issue is refunded and prior issue proceeds remain, transferred proceeds would result, and it may be necessary to uncommingle the fund.

Bingham's Work Plan (continued)

Step 5: Compare allowable arbitrage earnings to actual earnings to determine cumulative arbitrage liability. Prepare IRS Form 8038-T and filing instructions, as needed.

Bingham compares the bond yield to the investment yield (arbitrage earnings to actual earnings) to determine cumulative arbitrage rebate liability.

Bingham will provide one electronic PDF copy of our report to your office, with copies to the trustee, if required. The installment period report will be a comprehensive summary of the years within the installment period. If an arbitrage rebate payment is due, Bingham will include a fully prepared IRS Form 8038-T for your signature. Bingham will provide filing instructions and any assistance needed to your office to submit the IRS form and payment.

Step 6: Review and consider application of alternative regulatory provision that may improve the arbitrage liability.

Internal Revenue Service regulations pertinent to arbitrage rebate were initially enacted as part of the Internal Revenue Code of 1986 (IRC 1986). Three amendments to IRC 1986 (1989 Temporary, 1992 and the current 1993 U.S. Treasury Regulations) have each impacted the manner in which arbitrage rebate liability is evaluated and computed. Bingham's President and Vice Presidents have each completed many arbitrage rebate calculations that required professional judgment to determine which version of the U.S. Treasury Regulations applies. For the issue, Bingham will determine which version of the U.S. Treasury Regulations applies and will also evaluate any other alternative computation methods that may reduce the arbitrage rebate liability.

Step 7: Maintain up-to-date understanding of the rebate regulations, court decisions and other events that may affect arbitrage compliance requirements.

For every client, Bingham employs a rigorous internal review to confirm the accuracy and completeness of our judgments before ever issuing a report. Throughout our many years of extensive experience, keeping current with the complex Tax Code rules and regulations remains an essential priority at Bingham. Remaining fully informed of Tax Code rules and regulation changes and varying interpretations translates into arbitrage rebate savings for our clients.

The IRS has continuing education and training for debt issuers. To maintain excellence in arbitrage rebate compliance, Bingham Account Managers and Analysts participate in ongoing programs of continuing education related to the IRS rulings and regulations that define and govern arbitrage rebate compliance, including participation in IRS Tax Exempt Bonds (TEB) Webinars and Telephone Forums. Our team has also participated in the Council of Development Finance Agencies' Advanced Bond Course.

Bingham's team regularly attends and participates in a variety of seminars and professional education conferences. Events are selected to engage with other individuals in public finance, to remain fully informed of industry trends and to remain current on specific arbitrage related topics. Additionally, each year Bingham's team participates in the following conferences:

Louisiana GFOA	Louisiana Association of School Business Officials
North Carolina GFOA	(LASBO)
Virginia GFOA	University of North Carolina Systems Conference
Georgia GFOA	Georgia Association of School Business Officials
Maryland GFOA	(GASBO)
National GFOA	

Bingham also receives periodic updates from the National Association of Bond Lawyers on matters relevant to public finance, including regulatory changes and court decisions that impact arbitrage rebate compliance.

Bingham's Work Plan (continued)**Step 8: Assist and defend calculations in the event of an audit.**

Bingham has extensive experience assisting our clients and defending our calculations during IRS audits. Bingham is readily available to your office in the event of an IRS audit. Bingham has experience dealing with IRS inquiries, audits, questionnaires, past due rebate liability, refund requests due to overpayment, and issuers that have gone before the IRS Voluntary Closing Agreement Program. Best of all, Bingham's calculations and reports have never been challenged by the IRS in any way, but rather have been accepted by the IRS and bond counsel as definitive.

Partial Client List – Louisiana Clients

Ascension Parish School Board
 Bossier City
 Bossier Parish
 Cameron Parish
 East and West Jefferson General Hospitals
 Iberia Parish School Board
 Jefferson Parish
 Jefferson Parish Sheriff's Office
 City of Kenner
 Lafayette, City of
 Lafourche Parish School Board
 Lafourche Parish Law Enforcement District
 Lafourche Parish Water District No. 1
 Lake Charles, City of
 LCTCS Facilities Corporation
 Livingston Parish School Board
 Louisiana Community Development Authority (LCDA)
 Louisiana Public Facilities Authority (LPFA)
 Louisiana Tech University
 Nicholls State University
 Orleans Parish School Board
 Plaquemines Parish
 Red River Parish School District
 St. John the Baptist Parish
 St. Landry Parish School Board
 St. Martin Parish School Board
 St. Mary Parish School Board
 St. Mary Parish
 St. Charles Parish
 St. Bernard Port Harbor and Terminal District
 Terrebonne Parish Port Commission
 Tulane University
 University of Louisiana at Lafayette
 Vermillion Parish
 Zachary, City of
 Zachary Parish School Board

Evaluation Date

Series 2015: December 1, with the first installment period ending December 1, 2019. Bingham will provide the first installment report now

Series 2018: December 1, with the first installment period ending December 1, 2023. Bingham will provide the first installment report as of the December 1, 2023, or once gross proceeds are spent in full whichever occurs first.

Fee Schedule

These schedules only apply to the referenced bond issues. Our annual fee will apply even for a partial year of investment activity. If at any time bond proceeds are mixed with non-proceeds, it may be necessary to uncommingle the fund.

FEES

Series 2015

– Arbitrage Rebate Calculation Services	Fee
Years 1 - 5	\$2,600

Series 2018

– Arbitrage Rebate Calculation Services	Fee
Years 1 - 5	\$2,000

Signatures

Invoices will be sent along with our reports. Payment is expected within 30 days of the invoice date.

Bingham may withdraw or renegotiate this contract if our involvement is greater than originally anticipated. Examples of Bingham's increased time commitment include research into missing investment activity, gross proceeds remain outstanding longer than the quoted period, or bond proceeds are mixed with other non-proceeds funds.

EXPIRATION

If Bingham has not received a signed copy of this proposal and all of the documents and information requested on page 12 – *Bingham's Work Plan, Step 2*, within 90 days after the date hereof, we will assume you no longer need or want our services. We may withdraw from this engagement without completing or delivering the Reports or Form 8038-T's to you. Such withdrawal will terminate our engagement.

SEVERABILITY

If any term of this engagement letter is to any extent invalid, illegal or unenforceable, such term shall be excluded to the extent that it is invalid, illegal or unenforceable. All other terms shall remain in full force and effect.

ENTIRE AGREEMENT

This engagement letter constitutes the entire agreement between Bingham and you regarding the calculation of any arbitrage rebate and yield reduction payments and any related interest or penalties due to the United States Treasury with respect to the Bonds. You acknowledge that there are no other agreements (either oral or written) with Bingham regarding such matters. No additional terms, or modification or waiver of any previously agreed-upon terms, are valid unless agreed to in writing by both Bingham and you.

FINANCIAL ADVISOR DISCLAIMER

By engaging Bingham to provide the services described in this document, the City of West Monroe acknowledges that Bingham (1) is not recommending actions or providing advice to the City of West Monroe, and (2) does not owe a fiduciary duty to the City of West Monroe, as described by Section 15B of the Securities Exchange Act of 1934. The City of West Monroe should consult with the appropriate transaction professionals for legal and financial advice.

The documentation and information requested for the arbitrage rebate calculations should cover the entire history of the Bonds. Any investment changes that occurred during our review period would be considered necessary.

Bingham Arbitrage Rebate Services, Inc.

City of West Monroe, Louisiana

Kim A. Hoyt

Signature

Signature

Kim A. Hoyt
(Name Printed)

(Name Printed)

President
Title

Title

September 6, 2023
Date

Date

BINGHAM

STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____ MOTION BY: _____
SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE THE CITY OF WEST MONROE, LOUISIANA TO ENTER INTO A SPONSORSHIP AGREEMENT WITH RAISING CANE’S RESTAURANTS, L.L.C. D/B/A RAISING CANE’S CHICKEN FINGERS IN ORDER TO CONTINUE TO SPONSOR RAISING CANE’S DOG PARK AT KIROLI PARK; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe, Louisiana, be and it is hereby authorized to enter into a the Raising Cane’s Chicken Fingers Sponsorship Agreement with Raising Cane’s Restaurants, L.L.C d/b/a Raising Cane’s Chicken Fingers, according to the terms, conditions and provisions of that Raising Cane’s Chicken Fingers Sponsorship Agreement, a copy of which is attached to this ordinance.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to further negotiate aspects of that attached Raising Cane’s Chicken Fingers Sponsorship Agreement as she determines are beneficial to the City, and thereafter to execute that Raising Cane’s Chicken Fingers Sponsorship Agreement as so amended (if any), to accept the payments and undertake the activities and obligations of the City which are provided in that agreement, and to do any and all further things and to take any and all further actions that may be necessary and/or appropriate in order to comply with the terms and provisions of that Raising Cane’s Chicken Fingers Sponsorship Agreement.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea or nay vote, passed and adopted the 19th day of September, 2023, the final vote being as follows:

follows:
YEA: _____
NAY: _____
NOT VOTING: _____
ABSENT: _____

ATTEST:

APPROVED THIS 20TH DAY OF
SEPTEMBER, 2023

CINDY EMORY, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

STACI ALBRITTON MITCHELL, MAYOR
CITY OF WEST MONROE
STATE OF LOUISIANA

**RAISING CANE'S CHICKEN FINGERS®
SPONSORSHIP AGREEMENT**

This Sponsorship Agreement (the "**Agreement**") is entered as of the effective date indicated below (the "**Effective Date**") by and between Raising Cane's Restaurants, L.L.C. d/b/a Raising Cane's Chicken Fingers® ("**Sponsor**") and the undersigned sponsorship recipient ("**Contracting Party**"), and the parties agree as follows:

1. **Sponsorship.** During the Term, for the compensation set forth herein and subject to the terms and conditions hereof, Sponsor wishes to partner with and support Contracting Party and its Team or Event ("**Team/Event**") to receive the Sponsor Benefits described in Attachment A, which is part of this Agreement and, along with its terms and provision, is incorporated in the Agreement for all purposes. Terms defined anywhere in the Agreement will have the same meaning throughout the Agreement. Any use of the words "hereunder," "hereof," "herein," or "hereto" (or words of similar effect) reference the entire Agreement.
2. **Contracting Party Marks.** Sponsor acknowledges that Contracting Party owns certain names, trademarks, service marks, copyrights, and other intellectual property (collectively, "**Contracting Party Marks**"), and all goodwill associated with or symbolized by Contracting Party Marks. Sponsor acknowledges and agrees that Contracting Party is and will remain the sole and exclusive owner of all such Contracting Party Marks, notwithstanding any permitted use of such Contracting Party Marks by Sponsor hereunder. It is understood that, in fulfilling the obligations assumed herein, Sponsor may make references to Contracting Party Marks. Accordingly, Contracting Party grants Sponsor a limited, nonexclusive, nontransferable, royalty free license to use Contracting Party Marks during the Term of the Agreement and subject to the terms and conditions herein. This license expressly prohibits any pass-through rights or use of Contracting Party Marks by any third party (other than an affiliate of Sponsor), without the consent of Contracting Party. Upon termination or expiration of the Agreement, Sponsor will cease all use of Contracting Party Marks.
3. **Sponsor Marks.** Contracting Party acknowledges that Sponsor (and/or its affiliates) owns certain names, trademarks, service marks, copyrights, and other intellectual property affiliated with the Raising Cane's Chicken Fingers® brand and restaurant concept (collectively, "**Sponsor Marks**"), and all goodwill associated with or symbolized by Sponsor Marks. Contracting Party acknowledges and agrees that Sponsor is and will remain the sole and exclusive owner of all such Sponsor Marks, notwithstanding any permitted use of such Sponsor Marks by Contracting Party hereunder. Contracting Party acknowledges and agrees that, except for Contracting Party Marks, any and all content, signage, logos, and other tangible or intangible property produced in connection with the Agreement will be and remain the absolute and exclusive property of Sponsor.
4. **Approval of Any Use by Contracting Party of Sponsor Marks.** (A) Notwithstanding anything to the contrary contained in this Agreement, any proposed commercial, advertisement, promotion or other use by Contracting Party of Sponsor Marks to be authorized under this Agreement (each, a "**Proposal**") must be submitted to and approved in writing by Sponsor prior to the production or distribution by Contracting Party or any third party thereof. After a Proposal has been approved, Contracting Party will not depart therefrom in any respect or add any element thereto without submitting such revision to and obtaining approval of Sponsor. Sponsor's approval of any Proposal will not imply that Sponsor believes that the Proposal meets applicable laws, regulations, or standards. The production or distribution by Contracting Party or any third party of any Proposal that has not been approved by Sponsor will be a material breach of this Agreement. (B) Contracting Party will not use or commercially exploit (or permit others to use or commercially exploit in any related activity) Sponsor Marks or exercise any right granted to Contracting Party by Sponsor hereunder in a negative manner, in a way that is contrary to public morals or has a deceptive or misleading effect, or which compromises or reflects unfavorably upon the good name, goodwill, reputation, or image of Sponsor. (C) This Agreement does not grant to Contracting Party any rights relating to the use of Sponsor Marks except to the extent provided for in this Agreement. (D) To the extent Contracting Party is permitted to use Sponsor Marks hereunder, Contracting Party will have a limited, nonexclusive, nontransferable, royalty-free license to use Sponsor Marks during the Term, subject to the terms and conditions herein.
5. **Indemnity.** (A) Sponsor will indemnify and hold harmless Contracting Party, its affiliates and their respective officers, directors, managers, owners, employees, and other agents, and their respective successors and assigns (collectively, the "**Contracting Party Parties**") from and against any and all liabilities, losses, claims, demands,

suits, actions, causes of action, fines, settlement payments, damages, costs and expenses (including reasonable attorneys' fees, court costs and related disbursements) (collectively, "**Losses**") actually incurred by any Contracting Party Parties arising out of or related to (i) Sponsor's breach of this Agreement, or (ii) any act or omission by Sponsor, its affiliates or any of their respective officers, directors, managers, owners, employees, or other agents (collectively, the "**Sponsor Parties**") in connection with this Agreement, except in each case to the extent the Losses are caused by any Contracting Party Parties. (B) Contracting Party will indemnify and hold harmless Sponsor Parties from and against all Losses actually incurred by any Sponsor Party arising out of or related to (i) Contracting Party's breach of this Agreement, or (ii) any act or omission by any Contracting Party Parties in connection with this Agreement, except in each case to the extent the Losses are caused by any Sponsor Parties. (C) A party seeking indemnity hereunder will give prompt written notice to the other party of its claim for indemnity, including providing copies of all demand letters, pleadings, and other information relating to such matter. In addition, a party claiming indemnity hereunder will permit the other party to assume the defense thereof with counsel reasonably satisfactory to the party requesting indemnity (provided the indemnifying party has provided evidence reasonably satisfactory to the indemnified party of its financial wherewithal to meet its defense and indemnity obligations), and the party requesting indemnity further agrees to cooperate in the defense of any claim for which indemnification is sought hereunder. A party asserting indemnity hereunder will not enter a settlement of claims with respect to which indemnity is sought without the approval of the party from whom indemnity is sought. This Section will survive the termination or expiration of this Agreement.

Item 5)

6. **Insurance.** Each of Sponsor and Contracting Party warrants that it has, and will maintain during the Term of this Agreement, the following kinds of insurance with minimum limits as set forth below: (1) workers compensation insurance coverage equal to or in excess of minimum statutory amounts including employer's liability with limits of not less than \$500,000; and (2) commercial general liability insurance coverage with a policy limit of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, or, in the case of both (1) and (2), such other amounts as may be agreed by Sponsor in writing. Each of Sponsor and Contracting Party agree, upon the request of the other party, to name the other party as an additional insured on the foregoing policies and to furnish the other party with a certificate evidencing the coverages.
7. **Termination and Remedies.** (A) Without prejudice to any other rights or claims each party may have, each party will have the right to terminate this Agreement at any time (i) if the other party breaches any of its material obligations under this Agreement, which breach is not cured within 30 days following receipt of written notice from the non-breaching party describing such breach in reasonable detail, or (ii) upon the insolvency of the other party, the filing of any petition by or against the other party under any bankruptcy, reorganization or receivership law, the execution by the other party of an assignment for the benefit of its creditors, or the appointment of any trustee or receiver of the other party's business or assets, unless any such petition, assignment or appointment is withdrawn or nullified within 15 days of such event. (B) In the event that Sponsor elects to terminate this Agreement, then Sponsor will be entitled to receive a pro-rated refund of any portion of the Sponsorship Fee it may have already paid to Contracting Party for the related period which has not expired. (C) Immediately upon expiration or termination of this Agreement for any reason, Contracting Party will cease any and all future use of or reference to Sponsor Marks.
8. **Force Majeure.** If, due to public emergency or necessity, legal restrictions, acts of God (i.e. hurricane, flood, fire, epidemic, including any foreseeable effects of COVID-19 or resurgence) or similar reasons (each an "Force Majeure Event"), Contracting Party is unable to materially perform any of its obligations hereunder, then it will not be liable to Sponsor if Contracting Party provides (i) suitable mutually agreed upon "make good" Sponsor Benefits (i.e., replacement Sponsor Benefit, Event rescheduled or relocated), or (ii) a pro-rata refund or rate reduction with respect to Sponsor's payments attributable to the Sponsor Benefits that Contracting Party was not able to deliver. If any such Force Majeure Event extends beyond thirty (30) days, then Sponsor will have the right to immediately terminate this Agreement without penalty.
9. **Representations.** Each party represents that it has the right and authority to enter into this Agreement and to grant the rights, benefits, and amenities and render the performances and services hereunder. Each party to this Agreement represents that it is a sophisticated commercial party capable of understanding all of the terms of

this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters into this Agreement with full knowledge of the terms of the Agreement. Item 5)

10. **Right of First Refusal.** Upon the termination or expiration of the Agreement, Sponsor will have the option and right to execute a new contract with Contracting Party to sponsor the Team/Event, and Contracting Party will negotiate in good faith in regards thereto.
11. **General Provisions.** This Agreement taken together with any exhibits or attachments annexed hereto, contains the complete statement of arrangements and understandings between the parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements, and understandings between them, written or oral. The contents of this Agreement and all activities undertaken by the parties in fulfilling their obligations are confidential, and the parties will take steps reasonably necessary to protect the parties' confidential information. Headings used in this Agreement are for convenience only and will not affect the meaning or interpretation of the provisions to which they refer. No provision of this Agreement will be construed against or interpreted to the disadvantage of any party by any court or judicial authority by reason of a party having or being deemed to have drafted or dictated such provision. No waiver, consent, addition, alteration, or modification of this Agreement will be effective, unless evidenced by a writing executed by both parties hereto. No failure on the part of either party to exercise any right under this Agreement will operate as a waiver of such right; nor will any single or partial exercise of any right preclude any other or further exercise of such right or the exercise of any other rights. This Agreement, or any rights or obligations granted hereunder, may not be transferred or assigned without the prior written consent of the other party; provided, however, Sponsor may assign its rights and obligations hereunder to any of its affiliates or to any other entity that acquires Sponsor or substantially all of the assets of Sponsor; provided no such assignment will release Sponsor from its obligations hereunder. At all times during the Term, the parties will be and remain independent contractors and nothing in this Agreement will be construed to place the parties in the relationship of partners, joint venturers, or employer and employee and neither party will have the right to obligate or bind the other to a third party in any manner. In the event a provision of this Agreement is found to be void or unenforceable, the remaining provisions will continue in full force and effect. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which will together constitute one and the same instrument. Electronically scanned pdf copies and electronic signatures will be authorized and deemed effective.

Effective Date: _____

AGREED TO AND ACCEPTED:

Contracting Party: City of West Monroe

Signature: _____
Printed Name: STACI ALBRITTON MITCHELL
Title: MAYOR
Date: September 20, 2023

Sponsor: Raising Cane's Restaurants, LLC

Signature: _____
Printed Name: _____
Title: _____
Date: _____

To Raising Cane's Chicken Fingers® Sponsorship Agreement

1. Term: Sponsorship will commence on 9/1/2023 and will expire on 8/31/2033, unless sooner terminated in accordance with the provisions of the Agreement (the "Term").
2. Contracting Party: City of West Monroe Tax ID: 72-6001497
3. Team/Event Name & Description: Raising Cane's Dog Park at Kiroli Park
4. Sponsor Benefits:
 - **Naming Rights for Dog Park:**
 - Official Naming Rights of the dog park – Park to be referred to as "Raising Cane's Dog Park at Kiroli Park"
 - A Raising Cane's and logo will be included on all official signage, print, media and communication platforms for the "Raising Cane's Dog Park at Kiroli Park"
 - The Raising Cane's logo will be included on the park's website and social media outlets and will include a link to www.raisingcanes.com
 - **Signage** - Raising Cane's Dog Park Signage will be produced and displayed in the following areas throughout the sponsorship term:
 - Main Dog Park Entrance Sign – (2 Total)
 - Wayfinding Signage throughout park – (4 Total)
 - Designated Parking Spots for Pet Owner Parking – (2 Total)
 - Dog Park Trail Entrance
 - Static Signage at Brady Field, The Farmers Market, The Rec and Ike Hamilton Convention Center
 - **Website and social media:**
 - Logo on cityofwestmonroe.com
 - Official Raising Cane's Kiroli Dog Park Page
5. Termination without cause upon 30 days written notice.
6. Sponsor Obligations: Sponsor will pay Contracting Party a Sponsorship Fee in the aggregate amount of \$50,000.00 to be paid according to the below payment schedule:
 - \$ 5,000 due on or before 9/30/2023
 - \$ 5,000 due on or before 9/30/2024
 - \$ 5,000 due on or before 9/30/2025
 - \$ 5,000 due on or before 9/30/2026
 - \$ 5,000 due on or before 9/30/2027
 - \$ 5,000 due on or before 9/30/2028
 - \$ 5,000 due on or before 9/30/2029
 - \$ 5,000 due on or before 9/30/2030
 - \$ 5,000 due on or before 9/30/2031
 - \$ 5,000 due on or before 9/30/2032

Sponsor will donate products and/or promotional items with a retail value not to exceed \$ 0.00 according to the following: _____.

Contracting Party acknowledges and agrees that payment of Sponsorship Fee and any product or promotional item donations described in this Section 6 constitutes all consideration to be paid by Sponsor for Sponsor Benefits throughout the Term.

7. Exclusivity; Official Partner. (Check, if applicable)

☐

Contracting Party agrees and covenants that Sponsor will be the exclusive quick service chicken restaurant sponsor (the "**Chicken Category**") of the Team/Event, and Contracting Party agrees it will not grant the services, benefits, and amenities described in the Agreement to any other person or entity in the Chicken Category.

☐

Sponsor is hereby designated as the "**Official Chicken of the Team/Event.**" In connection with the preceding sentence, Contracting Party hereby grants Sponsor a world-wide, non-exclusive right to use Contracting Party's name, logo, and other marks in such capacity, provided Sponsor first obtains approval from Contracting Party for any contemplated use.

8. Special insurance or negotiated terms, if any:

9. Notice & Contact Information: All notices required under this Agreement must be in writing and will be sufficient (i) upon delivery if delivered personally, (ii) three business days after deposit in the mail if sent by certified mail with postage prepaid and return receipt requested, or (iii) the next day when delivered by nationally recognized overnight courier service, in each case if addressed as set forth below:

IF TO CONTRACTING PARTY:

ATTN: Mayor, cc: City Attorney
City of West Monroe, LA
2305 North 7th Street
West Monroe, Louisiana 71291
Phone: 318-396-2600

IF TO SPONSOR:

ATTN: Legal Department
Raising Cane's Restaurants, LLC
6800 Bishop Road
Plano, Texas 75024
Phone: 972-769-3100

STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____ MOTION BY: _____
SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE AND APPROVE THE CITY OF WEST MONROE, LOUISIANA, GRANTING SPECIFIC RIGHTS-OF-WAY TO ENTERGY LOUISIANA, LLC, FOR INSTALLATION AND MAINTENANCE OF CERTAIN OVERHEAD AND UNDERGROUND ELECTRICAL SERVICE IN ALONG MCGUIRE STREET AND HIGHLAND PARK DRIVE, WEST MONROE, LOUISIANA, IN ORDER TO PROVIDE FOR ELECTRICAL SERVICE FOR THE HIGHLAND PARK COMMERCIAL SUBDIVISION, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to enter into both an Underground Right-Of-Way and an Overhead Right-Of-Way with Entergy Louisiana, LLC, to install and maintain certain underground and overhead electrical service along McGuire Street and Highland Park Drive, West Monroe, Louisiana, in order to provide for electrical service for the Highland Park Commercial Subdivision, as generally according to the terms and provisions as more fully set forth in those rights-of-way instruments attached as Exhibit “A” and Exhibit “B”.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized to negotiate those terms and provisions, and the location of the proposed underground electrical lines and facilities, and to determine and take any action and execute any further documents she deems either necessary or proper, in order to carry out the provisions of the foregoing.

The above ordinance was introduced on September 19th, 2023, in regular and legal session convened; notice of this ordinance was published three times in fifteen (15) days, one week apart, as required by R.S. 33:4712; no opposition being filed, it is considered by sections, voted on by yea and nay vote, passed and adopted in legal session convened this 17th day of October, 2023, with the final vote being as follows:

YEA: _____
NAY: _____
NOT VOTING: _____
ABSENT: _____

ATTEST:

APPROVED THIS 17TH DAY OF
OCTOBER, 2023

CINDY EMORY, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

STACI ALBRITTON MITCHELL, MAYOR
CITY OF WEST MONROE
STATE OF LOUISIANA



STATE OF LOUISIANA Line/Project Identification: _____
PARISH OF OUACHITA CEA# _____ WR# _____

Overhead
RIGHT-OF-WAY INSTRUMENT
ENTERGY LOUISIANA, LLC

KNOW ALL MEN BY THESE PRESENTS THAT:

CITY OF WEST MONROE, LOUISIANA (hereinafter sometimes “City” or “Grantor”), whose permanent address is 2305 North 7th Street, West Monroe, Louisiana 71291, acting individually and on behalf of, my/our heirs, successors, assigns and any other person claiming the ownership to the property hereinafter described, collectively “Grantor”, for and in consideration of ONE DOLLAR, in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, assign, convey unto and to the extent of its rights, warrant and defend Entergy, Louisiana LLC, and its successors and assigns, collectively “Grantee”, a right-of-way, servitude and easement for the location, construction, reconstruction, improvements, repairs, operation, inspection, patrol, replacement and maintenance of electric power and communication facilities, or the removal thereof, now or in the future, including, but not necessarily limited to, poles, cross arms, insulators, wires, cables, conduits, hardware, transformers, switches, guy wires, anchors and other equipment, structures, material and appurtenances, now or hereafter used, useful or desired in connection therewith by Grantee over, across, under or on that land of Grantor in the Parish of Ouachita, State of Louisiana described as follows, to-wit:

A certain tract of land located within the street right of way of 500 block of McGuire Street and 500 block of Flanagan Street, both in Sections 38 & 39, Township 18 North Range 3 East, West Monroe, Louisiana

The right of way herein granted is thirty (30) feet in width, fifteen (15) feet each way from the centerline as constructed.

The approximate location of said centerline and of the right of way herein granted is as shown on attached sketch hereto and made a part hereof.

together with the right of ingress and egress to and from the said right-of-way across the adjoining land of the Grantor.

Grantee shall have the full and continuing right to clear and keep clear trees, limbs, and/or other vegetation which the Grantee considers a hazard to any of its electric power or communications facilities or a hazard to the rendering of adequate and dependable service to Grantor or any of Grantee’s customers, by use of a variety of methods used in the vegetation management industry.

Grantor shall not construct or permit the construction of any structure, obstruction or other hazard within the said right-of-way excepting only fencing, driveways, sidewalks, parking areas and access, or associated or similar construction, or Grantee’s facilities. Grantor shall not construct or permit the construction of any buildings or other structures on land adjoining said right-of-way in violation of the minimum clearances from the lines and facilities of Grantee, as provided in the Louisiana State Uniform Construction Code and in the fire prevention code of the City of West Monroe.

IN WITNESS WHEREOF, Grantor has executed this Right-of-Way Instrument on this _____ day of October, 2023.

WITNESSES:	GRANTOR: CITY OF WEST MONROE, LOUISIANA
(Sign) _____	(Sign) _____
(Print Name) _____	(Print Full Name) STACI ALBRITTON MITCHELL, Mayor
(Sign) _____	
(Print Full Name) _____	

DIRECT ACKNOWLEDGMENT

STATE OF LOUISIANA
PARISH OF _____

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public
Print Name: _____
BarRoll # or Notary ID: _____

Grantee’s Permanent Mailing Address
2901 Cypress Street, West Monroe, LA 71291

Entergy

WO Title: DIP POLES FOR HIGHLAND PARK COMMERCIAL DEVELOPMENT

Address: OTIS ST, WEST MONROE

Cust Name: CITY OF WEST MONROE

Cust Svc Entrance Size:

Local Office: 0

Tax Dist: 0

WO Type: REVENUE

Act#: n/a

Phone#:

Contact Person: CHRIS WHIDDON

Scale 1"=83'

Rev#: 1

Work Order ID:

Date: 09/11/23

Designer: wwhiddo

Sub: WEST MONROE

Phase: ABC

Arc Flash: 6.2

Circuit Bkr ID: N1822

VCAP #:

One Call #:

The diagram shows a plan view of a utility project area. It includes several poles labeled P-1 through P-9, some with associated switches or transformers (S-1 through S-9). A red box highlights a specific area with the text "OH RIGHT OF WAY 20' EACH SIDE OF PRIMARY LINE AS BUILT". The diagram also shows various electrical components like breakers (K1943), fuses (F1943), and other equipment. The background shows a street grid and building footprints.



STATE OF LOUISIANA

Line/project identification: _____

PARISH OF OUACHITA

CEA _____ WR _____

Underground
RIGHT-OF-WAY INSTRUMENT
ENTERGY LOUISIANA, LLC

In consideration of One Dollar (s), cash, receipt of which is acknowledged, and the benefits which will accrue to the property by the availability of electric service, CITY OF WEST MONROE, LOUISIANA (hereinafter sometimes “City” or “Grantor”), whose permanent address is 2305 North 7th Street, West Monroe, Louisiana 71291

hereby grant unto Entergy Louisiana, LLC its successors and/or assigns, the non-exclusive right and servitude to construct, operate, improve, maintain and remove underground electric distribution facilities consisting of conduits and cables with the necessary appurtenances for the distribution of electric current, (together with overhead poles, wires and other appurtenances if such is required in connection with the underground electric facilities if approved in advance in writing by City) with the right of access to the facilities for maintenance, repair and operation thereof, together with non-exclusive Rights of Way, all as hereinafter set forth, upon, over, under and across the property which City owns in the Parish of Ouachita, State of Louisiana, and more particularly described as shown on the attached exhibit:

A certain tract of land located within the street right of way of Highland Park Commercial Subdivision, Sections 38 & 39, Township 18 North Range 3 East, West Monroe, Louisiana

The right of way herein granted is ten (10) feet in width, five (5) feet each way from the centerline as constructed.

The approximate location of said centerline and of the right of way herein granted is as shown on attached sketch hereto and made a part hereof.

The right is hereby granted to cut down and remove or trim trees or shrubs that interfere with any of the facilities of Entergy Louisiana, LLC. No buildings or other structures (except fences, driveways, sidewalks, parking areas and access, or associated or similar construction) shall be placed on or across the servitude herein granted and such buildings or other structures constructed adjoining said servitude will maintain required distances from the wires and facilities of Entergy Louisiana, LLC, all as provided for in the provisions of the Louisiana State Uniform Construction Code and in the fire prevention code of the City of West Monroe.

In witness whereof, I (we) hereto set my (our) hand, at West Monroe, Louisiana, this _____ day of October, 2023, in presence of two competent witnesses, who sign with me (us).

WITNESSES:

(Sign) _____

(Print Name) _____

(Sign) _____

(Print Full Name) _____

GRANTOR: CITY OF WEST MONROE, LOUISIANA

(Sign) _____

(Print Full Name) STACI ALBRITTON MITCHELL, Mayor

DIRECT ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF _____

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public

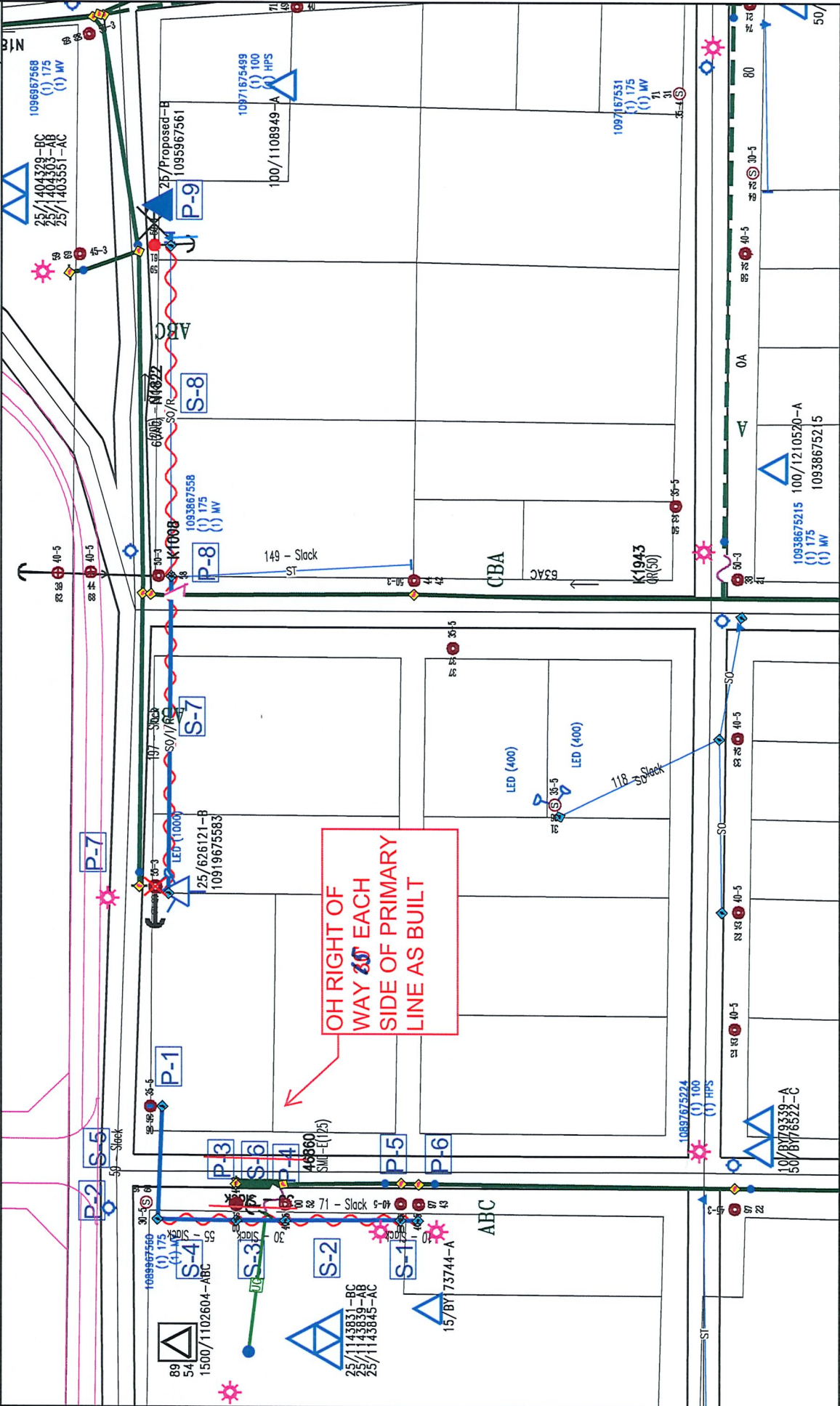
Print Name: _____

BarRoll # or Notary ID: _____

Grantee’s Permanent Mailing Address
2901 Cypress Street, West Monroe, LA 71291

FORM 743-P2167 (UG) [revised by the City of West Monroe]
Rev. 8/18 (LLC)

Entergy	WO Title: DIP POLES FOR HIGHLAND PARK COMMERCIAL DEVELOPMENT			WO: 40497471		Rev#: 1	
	Address: OTIS ST, WEST MONROE			Work Order ID:			
Local Office: 0	Cust Name: CITY OF WEST MONROE		County/Parish: Ouachita	Date: 09/11/23			ARC Flash: 6.2
Tax Dist: 0	Cust Svc Entrance Size:		Latitude:	Designer: wwiddo			
WO Type: REVENUE			Longitude:	Sub: WEST MONROE			Phase: ABC
Acct#: n/a	SO#:		PAL SO#:	Circuit Bkr ID: N1822			Page:
Phone#:	VCAP #:		Scale 1"=83'				
Contact Person: CHRIS WHIDDON		One Call #:					





STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AMEND SEC. 11-5020(b) OF THE CODE OF ORDINANCES, CITY OF WEST MONROE, LOUISIANA, RELATING TO THE CRIME OF UNNECESSARY NOISE, TO ADD SUBSECTION (17) WHICH PROHIBITS THE USE OR EMPLOYMENT OF ANY ENGINE COMPRESSION, DECOMPRESSION, OR EXHAUST BRAKING DEVICE, SYSTEM, OR METHOD TO SLOW A VEHICLE; TO PROVIDE AN EFFECTIVE DATE; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Section 11-5020(b) of the Code of Ordinances, City of West Monroe, Louisiana, is hereby amended, to add subsection (17) and to hereafter read as follows:

"Sec. 11-5020. Unnecessary noise.

- (a) It shall be unlawful for any person to make, continue or cause to be made or continued any loud, unnecessary or unusual noise or any noise which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others, within the city limits.
- (b) The following acts, among others, are declared to be loud, disturbing and unnecessary noises and noises in violation of this section, but this enumeration shall not be deemed to be exclusive, namely:
 - (1) ***

 - (17) to utilize or employ any engine compression, decompression, or exhaust braking device, system, or method to slow a vehicle. This prohibition shall include but is not limited to braking devices, systems, or methods which are commonly referred to as "jake brakes", "engine braking", "compression braking", "exhaust braking", "Jacobs vehicle systems brakes", "PacBrakes", or "TecBrakes".
- (c) ****

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that this amendment shall be effective October 1, 2023.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea or nay vote, passed and adopted the 19th day of September, 2023, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 19TH DAY OF
SEPTEMBER, 2023

CINDY EMORY, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

STACI ALBRITTON MITCHELL, MAYOR
CITY OF WEST MONROE
STATE OF LOUISIANA

STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____ MOTION BY: _____
SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE THE CITY TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT (LINE ITEM APPROPRIATION) WITH THE LOUISIANA DEPARTMENT OF THE TREASURY AND THE STATE OF LOUISIANA, WITH RESPECT TO THE RECEIPT OF A LINE ITEM APPROPRIATION IN THE AMOUNT OF \$125,000.00 FOR THE PURCHASE OF A DUMP TRUCK; TO AUTHORIZE EXECUTION OF THAT COOPERATIVE ENDEAVOR AGREEMENT AND COMPLIANCE WITH ITS TERMS AND PROVISIONS; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the City of West Monroe is the recipient of a line item appropriation contained in Act 397 of the 2023 Regular Session, the supplement appropriations act of the State of Louisiana, in the amount of \$125,000.00; and

WHEREAS, it is required that a comprehensive Cooperative Endeavor Agreement (Line Item Appropriation) be executed in order to receive the funding pursuant to that line item appropriation; and

WHEREAS, the monies must be expended for the purpose of “the purchase of a dump truck”, and the receipt and expenditure of these funds will be beneficial to the City of West Monroe, Louisiana, and its residents.

NOW, THEREFORE:

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe is hereby authorized to enter into a Cooperative Endeavor Agreement (Line Item Appropriation) by and between the Louisiana Department of the Treasury and the State of Louisiana, and the City of West Monroe in order to obtain appropriated funds in the amount of \$125,000.00 for the purpose of “the purchase of a dump truck”, with the terms, conditions and provisions of that Cooperative Endeavor Agreement (Line Item Appropriation), to be substantially as set forth on the attached Exhibit “A” (and any omissions in the information to be inserted by the City to be completed prior to submission).

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to execute that

Cooperative Endeavor Agreement (Line Item Appropriation) on behalf of the City of West Monroe, and to take any action or execute any further documents she deems either necessary or appropriate to carry out the provisions of the foregoing, and to further consent to the completion of any omitted or incomplete information needed to be inserted by the City, and to any modification, clarification or amendment of the terms and provisions of that Cooperative Endeavor Agreement (Line Item Appropriation) as long as any modifications, clarifications, or amendments are not material or significant variations from the provisions now set out in that Exhibit A.

The above Ordinance was read and considered by sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, this 19th day of September, 2023, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

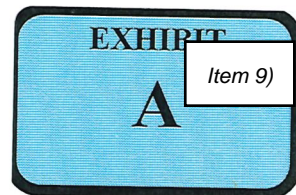
ABSENT: _____

ATTEST:

APPROVED THIS 19TH DAY OF
SEPTEMBER, 2023

CINDY EMORY, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

STACI ALBRITTON MITCHELL, MAYOR
CITY OF WEST MONROE
STATE OF LOUISIANA



STATE OF LOUISIANA
COOPERATIVE ENDEAVOR AGREEMENT
(Line Item Appropriation)

THIS COOPERATIVE ENDEAVOR, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as “State” and/or “Agency” and **CITY of WEST MONROE** officially domiciled at 2305 North 7th Street, West Monroe, LA 71291, hereinafter referred to as “Contracting Party”.

ARTICLE I

WITNESSETH:

1.1 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...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;” and

1.2 WHEREAS, Acts of the 2023 Regular Legislative Session of the Louisiana Legislature, which were adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 397 contains a line item appropriation within the Agency’s budget for the benefit of **CITY of WEST MONROE** of which the sum of **ONE HUNDRED AND TWENTY-FIVE THOUSAND & NO/100 (\$125,000.00) DOLLARS** has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;

1.3 WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation of the project as hereinafter provided;

1.4 WHEREAS, the public purpose is described as: Purchase of a Dump Truck for the City of West Monroe.

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with said Act of the 2023 Regular Legislative Session, if applicable and the Governor’s Executive Order JBE 2016 - 38 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as “Attachment E.

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

ARTICLE II

SCOPE OF SERVICES

2.1 The Contracting Party shall: Purchase a dump truck to haul materials to and from various job sites across the city to be more efficient and better serve the citizens.

2.2 Deliverables: Use the dump truck to haul materials to and from various job sites across the city to be more efficient and better serve the citizens.

The Contracting Party will provide to the State written quarterly **Progress Reports (Attachment C)** outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement and quarterly **Cost Reports (Attachment D)** which provide detailed cost information outlining the use of the above referenced appropriated funds. **Attachment C, Progress Report and Attachment D, Cost Report** are attached to this agreement and made part thereof by reference. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. These reports that are to be provided quarterly shall be due and delivered to the Agency on or before the 31st of October for the quarter ending September 30, the 31st day of January for the quarter ending December 31, the 30th day of April for the quarter ending March 31, and the 15th day July for the quarter ending June 30, there being no exceptions or waivers of this July reporting due date.

2.3 Budget: The **Budget** for this project is incorporated herein as **Attachment B** which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The **Budget** for this project shall not exceed the total sum of **ONE HUNDRED AND TWENTY-FIVE THOUSAND, & NO/100 (\$125,000.00) DOLLARS** which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the **Budget** attached as "Attachment B", without the **prior** approval of the State. **Attachment B Page 2 - Staffing Chart and Attachment B Page 3 - Schedule of Professional and Other Contracting Services** are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

2.4 Disclosure and Certification Statement(s): **Attachment E - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this **Attachment E**, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in **Attachment B Page 3** and any attachments thereto, **Attachment E-1 - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph. For public or quasi-public entities which are recipients under Acts of the 2023 Regular Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will

be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The recipient assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines "immediate family" as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1101 et seq.

ARTICLE III **CONTRACT MONITOR**

3.1 The Contract Monitor for this Agreement is the Local Government Fund Management Division of the Department of the Treasury.

3.2 Monitoring Plan: During the term of this Agreement, the Contracting Party shall discuss with the State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. The Contract Monitor shall review and analyze the Contracting Party's Plan to ensure the Contracting Party's compliance with the requirements of the Agreement.

The Contract Monitor shall also review and analyze the Contracting Party's written, **Attachment C-Progress Report** and **Attachment D-Cost Report** and any work product for compliance with the Scope of Services; and shall

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
2. Contact the Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or e-mail contact with the Contracting Party on Agreement activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to assure that performance goals are being achieved, and to verify information when needed.
4. Assure that expenditures or reimbursements requested in **Attachment D-Cost Report** are in compliance with the approved **Goals** in **Attachment A Plan**. The Contract Monitor shall coordinate with the Agency's fiscal office for reimbursements to Contracting Party and shall contact the Contracting Party for further details, information for documentation when necessary.

Between required performance reporting dates, the Contracting Party shall inform the Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. The Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance which may be needed to resolve the situation.

ARTICLE IV

PAYMENT TERMS

4.1 Payment shall be made to the Contracting Party under the terms and conditions of one of the following plans (*Please check one*):

☒ **PLAN A:** Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.

☐ **PLAN B:** One initial payment limited to no more than 50% of the total line item appropriation shall be made to the Contracting Party in advance of services being performed **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan), and the Cooperative Endeavor Agreement is approved by the Office of State Procurement or other delegated authority. The balance of the appropriation will be paid provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. **Upon receipt of the 1st Quarter Progress and Cost Reports and approval thereof, the initial 50% payment will be applied and if such approved expenses exceed the initial payment, the difference will be forthcoming.**

☐ **PLAN C:** Payment of 100% of the line item appropriation shall be made to the Contracting Party in advance of purchasing equipment or other similar expenditures **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan) indicating that there is no other source of funding available to make the purchase to satisfy the goals and objectives of the project, and the Cooperative Endeavor Agreement is approved by the Office of State Procurement or other delegated authority.

4.2 Travel expenses, if any, shall be reimbursed only in the event that this Agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement. If reimbursement is sought for meals, which under Memorandum No. 49 are based upon departure and return times and dates that are properly set forth on the State Travel Expense Report, the Contracting Party shall fully complete and submit such Travel Expense Report, attached hereto as **Attachment F**, in addition to all other required submissions, for such reimbursement.

4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2023 and June 30, 2024, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability

of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval of this Agreement by the Office of State Procurement or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2024, MUST, under all circumstances, be received by the Agency no later than July 15, 2024, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

Payments by the State under this Agreement will not be released or provided to the Contracting Party if, when, and long as, the Contracting Party fails or refuses to comply with the provisions of R.S. 24:513. No Contracting Party shall be considered to fail or refuse to comply with the provisions of R.S. 24:513 during any extension of time to comply granted by the legislative auditor to the Contracting Party.

4.4 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under said Act of the 2023 Regular Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2024.

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the agreement shall be turned over to the Louisiana Department of Revenue, Office of Debt Recovery for collection purposes.

4.5 Taxes: The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal tax identification number 72-6001497.

ARTICLE V
TERMINATION FOR CAUSE

5.1 The State may terminate this agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contracting Party shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

ARTICLE VI
TERMINATION FOR CONVENIENCE

6.1 The State may terminate the agreement at any time by giving thirty (30) days written notice to the Contracting Party. Upon receipt of notice, the Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this agreement. The Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

ARTICLE VII
OWNERSHIP

7.1 All records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at the Contracting Party's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contracting Party to the State at Contracting Party's expense at termination or expiration of this agreement.

ARTICLE VIII
ASSIGNMENT

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

ARTICLE IX **FINANCIAL DISCLOSURE**

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contracting Party is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. This evaluation shall be based upon the progress reports and cost reports as provided and certified by the Contracting Party under the requirements of this agreement, as well as any site visits that may be made under the provisions this agreement, to ensure effective achievement of the goals and objectives.

ARTICLE X **AUDITOR'S CLAUSE**

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of Treasury's acceptance of the final Cost and Progress Reports and documentation as required to be filed under Section 2.2 of the Agreement.

ARTICLE XI **AMENDMENTS IN WRITING**

11.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of State Procurement, Division of Administration, or other delegated authority **prior to the alteration, variation, modification or waiver of any provision of this Agreement.** This agreement may not be amended after the expiration date.

ARTICLE XII **FISCAL FUNDING CLAUSE**

12.1 The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

ARTICLE XIII
TERM OF CONTRACT

13.1 This Agreement shall begin on July 1, 2023 and shall terminate on June 30, 2024. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2024. There is no extension of the June 30, 2024 deadline without legislative action and approval.

ARTICLE XIV
DISCRIMINATION CLAUSE

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

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the ____ day of _____, 20 ____

WITNESSES:

DEPARTMENT OF THE TREASURY
STATE OF LOUISIANA

Agency Head or designee

Print Name and Title

THUS DONE AND SIGNED AT _____, Louisiana on the _____ day, of _____, 20 _____.

WITNESSES:

Contracting Party

Authorized Person

Print Name and Title

ATTACHMENT A - PLAN
2023 Regular Legislative Session Schedule 20

NAME OF CONTRACTING PARTY:
CITY OF WEST MONROE

NAME AND BRIEF NARRATIVE OF PROGRAM:
Purchase of a dump truck.

Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). What are the goals, objective(s), expected outcomes/results for this program: Indicate the goals/objectives for this program. Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.

1. Program Goal (*Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.*)
Purchase a dump truck to have the capability to haul materials to and from various job sites across the city to be more efficient and to better serve the citizens.

2. Program Objective(s) (*Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal, that identify the expected outcomes and results. The program objective must include a percentage, a specific dollar amount or a number.*)

1. Spend \$125,000 on purchasing a dump truck for the city by June 30, 2024
- 2.
- 3.

3. Relevant Activity (Activities) (*An activity is a distinct subset of functions or services within a program to meet the Program Objective.*)

Purchase dump truck for the city

4. Performance Measure(s) (*Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness. A Performance Measure must be designated as a percentage, a specific dollar amount or a number.*)

1. amount spent on dump truck
- 2.
- 3.

ATTACHMENT B
Page 1
Project Budget (2023-2024)
2023 Regular Legislative Session

Schedule 20

City of West Monroe

Anticipated Income or Revenue

Sources *(list all sources of revenue)*

Amounts

1. State of LA – Act 397 Appropriation	\$125,000
2.	\$
3.	\$
Total all sources	<u>\$125,000</u>

Anticipated Expenses

<u>Expense Categories</u>	<u>Total Amount</u> <i>(see Footnote 1 below)</i>	<u>Amount Line Item</u> <u>Appropriation</u> <i>(see Footnote 2 below)</i>
Gross Salaries(See Attachment B, Page 2)	\$	\$
Related Benefits (Employer share)	\$	\$
Travel	\$	\$
Operating Services:		
Advertising	\$	\$
Printing	\$	\$
Insurance	\$	\$
Maintenance of Equipment	\$	\$
Maintenance of Office and Grounds	\$	\$
Rentals	\$	\$
Software licensing	\$	\$
Dues and Subscriptions	\$	\$
Telephones and Internet Service	\$	\$
Postage	\$	\$
Utilities	\$	\$
Other	\$	\$
Office Supplies	\$	\$
Professional & Contract Services (See Attachment B, Page 3)	\$	\$
Other Charges (See Attachment B, Page 4)	\$125,000	\$125,000
Acquisitions & Major Repairs	\$	\$
Total Use of the Appropriation	<u>\$125,000</u>	<u>\$125,000</u>

(Budget categories listed above reflect a typical budget and may be adjusted by the recipient, with prior agency approval, to reflect actual categories necessary for each individual program. Salaries and Professional & Other Contract Services and Other Charges shall be detailed using Pages 2, 3 and 4 of Attachment B). All numbers must be rounded to the nearest dollar.

Footnote (1) This column represents expenditures by category and MUST equal total sources listed above.

Footnote (2) This column represents the portion of expenditures by category funded by the state appropriation provided by this Cooperative Endeavor Agreement.

ATTACHMENT B

Page 2

Staffing Chart

2023 Regular Legislative Session

Schedule 20

Name of Contracting Party: City of West Monroe

Name of Program: Dump truck purchase

Name	Title	Total Annual Salary Amount	Total Salary Paid by Appropriation Amount	Percentage	Related Benefits	Full time or Part Time # of months
N/A						
Totals		\$	\$		\$	

ATTACHMENT B

Page 3

Schedule of Professional and Other Contract Services

2023 Regular Legislative Session

Schedule 20

Name of Contracting Party: City of West Monroe

Name of Program: Dump truck purchase

Name and Address of Individual and/or Firm	Nature of Work Performed and Justification for Services	Total Contract Amount	Total Paid by Appropriation
N/A			
Totals		\$	\$

ATTACHMENT B

Page 4

Schedule of Other Charges

2023 Regular Legislative Session

Schedule 20

Name of Contracting Party: City of West Monroe

Name of Program: Dump truck purchase

Provide a description of the intended use of the funds listed in Other Charges and the dollar amount. Each use should be listed separately. Do not budget funds in Other Charges that can be placed in another expenditure category.		List dollar Amount for each use
1. Purchase of a Dump Truck.		\$125,000
	Total -- Should agree with Attachment B, Page 1	\$125,000

ATTACHMENT B-SUPPLEMENT

Business Plan

Narrative Justification for Plan B or Plan C

2023 Regular Legislative Session

Schedule 20

City of West Monroe

N/A

ATTACHMENT C

Progress Report for the Period of _____ to _____ Schedule 20 2023 Regular Legislative Session *(To be submitted quarterly showing progress achieved. Duplicate pages as needed.)*

Name of Contracting Party: City of West Monroe

Contact Name: Christen Heath, City Clerk

Telephone: (318) 396-2600

Goal: Purchase a dump truck to have the capability to haul materials to and from various job sites across the city to be more efficient and to better serve the citizens.	
Objective(s): 1. Spend \$125,000 on purchasing a dump truck for the city. 2. 3.	
Activity(Activities) Performed: Purchase dump truck for the city	
Performance Measure(s): 1. amount spent on dump truck	% , \$ amt. or number complete 1. 2. 3.

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

Print Name and Title

Date

ATTACHMENT D

Cost Report for the Period of _____ to _____

(Expense categories & dollar amounts must reflect those listed in "Attachment B" project budget.)

2023 Regular Legislative Session

Schedule 20

Name of Contracting Party: City of West Monroe
Name of Program: Dump truck purchase

Expense Category	Amount of Line Item Appropriation from Attachment B Page 1	Quarterly Expenditures	Total Cumulative Year to Date Expenditures	Balance Remaining
Gross Salaries				
Related Benefits (employer share)				
Travel				
Operating Services:				
Advertising				
Printing				
Insurance				
Maintenance of Equipment				
Maintenance of Office and Grounds				
Rentals				
Software licensing				
Dues and Subscriptions				
Telephones and Internet Service				
Postage				
Utilities				
Other				
Office Supplies				
Professional Services				
Other Charges	\$125,000			
Acquisitions & Major Repairs				
Totals	\$125,000	\$	\$	\$

NOTE: A copy of the check and invoice/receipt for each expense must be submitted with this report.
I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

Print Name and Title

Date

ATTACHMENT D-1

Cost Report for the Period of _____ to _____ 2023 Regular Legislative Session

Schedule 20

Name of Contracting Party: City of West Monroe

Name of Program: Dump truck purchase

Instructions: List each individual and/or Firm and approved budget amount as listed on Page 3 of Attachment B.

Name of Sub-contractor	Amount of Line Item Appropriation from Attachment B	Quarterly Expenditures to be paid by the State (must equal invoices etc.)	Total Cumulative Year to Date Expenditures including this quarter's expenditures	Balance Remaining
Professional Services:				
N/A				
Totals	\$	\$	\$	\$

NOTE: An Attachment E-1 must be submitted for any sub-contractor listed on this attachment. If the sub-contractor has not been determined, indicate "To Be Determined" in the appropriate column. No expenses will be allowed for a sub-contractor until an Attachment E-1 is completed.

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

Print Name and Title

Date

ATTACHMENT E
Disclosure and Certification Statement
 2023 Regular Legislative Session

Schedule 20

Contracting Party Name: City of West Monroe

Contractor's Mailing Address: 2305 North 7th Street, West Monroe, LA 71291

Name of Program: Purchase of a Dump Truck.

Organization Type: (Example: local government, non-profit, corporation, LLP, etc.) Municipality

Private entities required to register with the Secretary of State's office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Mayor Staci Albritton Mitchell	Ben Westerburg	Morgan Buxton
210 Hines Lane	1510 Elizabeth Street	905 Hicks Street
West Monroe, LA 71291	West Monroe, LA 71291	West Monroe, LA 71291

James "Polk" Brian	Thomas Hamilton	Rodney Welch
110 Wilhite Street	318 Trenton Street	610 Cypress Street
West Monroe, LA 71291	West Monroe, LA 71291	West Monroe, LA 71291

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:

Christen Heath	Matthew Wilson	Daryl Platt
130 Fox Run	107 Old Ferry Landing	500 Island Drive
West Monroe, LA 71291	West Monroe, LA 71291	West Monroe, LA 71291

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.

- ☐ I hereby certify that this organization has no outstanding audit issues or findings.
- ☒ I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings. **(ATTACH COPY OF AUDIT FINDINGS)**

Attach a completed Federal Form W-9 (Request for Taxpayer Identification Number and Certification)

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

 Signature of Authorized Person

 Print Name and Title

 Date

ATTACHMENT E-1
Disclosure and Certification Statement
 2023 Regular Legislative Session

Schedule 20

Contracting Party Name: City of West Monroe

Name of Program: Purchase of a Dump Truck.

Sub-Contractor's Name: N/A

Sub-Contractor's Mailing Address:

Organization Type: (Example: local government, non-profit, corporation, LLP, etc.)

Private entities required to register with the Secretary of State's office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.

☐ I hereby certify that this organization has no outstanding audit issues or findings.

☐ I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings. (ATTACH COPY OF AUDIT FINDINGS)

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

 Signature of Subcontractor (*Authorized person*)

 Print Name and Title

 Date

Contact Sheet

Act 397 of 2023 Regular Legislative Session

Please complete all sections:

Legal Name of Entity: City of West Monroe

Authorized Person: Staci Albritton Mitchell, Mayor

Contact Person, if different: Christen Heath, City Clerk

Telephone Number: (318) 396-2600

Fax Number: (318) 397-2382

Email Address: cityclerk@westmonroe.la.gov

Fed Tax ID#: 72-6001497

Physical Address: 2305 North 7th Street, West Monroe, LA 71291

Mailing Address: 2305 North 7th Street, West Monroe, LA 71291

Parish: Ouachita

Legal Status of Entity *: Municipality

* The legal status of the entity may be any of the following:

- Sole Proprietorship
- Partnership
- Limited Liability Company
- Municipality
- Local Governmental Authority
- Corporation
- Non-profit Corporation
- Non-Profit Religious Corporation

STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE THE CITY TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT (LINE ITEM APPROPRIATION) WITH THE LOUISIANA DEPARTMENT OF THE TREASURY AND THE STATE OF LOUISIANA, WITH RESPECT TO THE RECEIPT OF A LINE ITEM APPROPRIATION IN THE AMOUNT OF \$567,000.00 FOR THE PURCHASE OF A SEWER VACUUM TRUCK; TO AUTHORIZE EXECUTION OF THAT COOPERATIVE ENDEAVOR AGREEMENT AND COMPLIANCE WITH ITS TERMS AND PROVISIONS; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the City of West Monroe is the recipient of a line item appropriation contained in Act 397 of the 2023 Regular Session, the supplement appropriations act of the State of Louisiana, in the amount of \$567,000.00; and

WHEREAS, it is required that a comprehensive Cooperative Endeavor Agreement (Line Item Appropriation) be executed in order to receive the funding pursuant to that line item appropriation; and

WHEREAS, the monies must be expended “for a sewer vacuum truck”, and the receipt and expenditure of these funds will be beneficial to the City of West Monroe, Louisiana, and its residents.

NOW, THEREFORE:

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe is hereby authorized to enter into a Cooperative Endeavor Agreement (Line Item Appropriation) by and between the Louisiana Department of the Treasury and the State of Louisiana, and the City of West Monroe in order to obtain appropriated funds in the amount of \$567,000.00 for the purpose of “the purchase of a sewer vacuum truck”, with the terms, conditions and provisions of that Cooperative Endeavor Agreement (Line Item Appropriation), to be substantially as set forth on the attached Exhibit “A” (and any omissions in the information to be inserted by the City to be completed prior to submission).

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to execute that

Cooperative Endeavor Agreement (Line Item Appropriation) on behalf of the City of West Monroe, and to take any action or execute any further documents she deems either necessary or appropriate to carry out the provisions of the foregoing, and to further consent to the completion of any omitted or incomplete information needed to be inserted by the City, and to any modification, clarification or amendment of the terms and provisions of that Cooperative Endeavor Agreement (Line Item Appropriation) as long as any modifications, clarifications, or amendments are not material or significant variations from the provisions now set out in that Exhibit A.

The above Ordinance was read and considered by sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, this 19th day of September, 2023, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 19TH DAY OF
SEPTEMBER, 2023

CINDY EMORY, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

STACI ALBRITTON MITCHELL, MAYOR
CITY OF WEST MONROE
STATE OF LOUISIANA



STATE OF LOUISIANA
COOPERATIVE ENDEAVOR AGREEMENT
(Line Item Appropriation)

THIS COOPERATIVE ENDEAVOR, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as “State” and/or “Agency” and **CITY of WEST MONROE** officially domiciled at 2305 North 7th Street, West Monroe, LA 71291, hereinafter referred to as “Contracting Party”.

ARTICLE I

WITNESSETH:

1.1 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...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;” and

1.2 WHEREAS, Acts of the 2023 Regular Legislative Session of the Louisiana Legislature, which were adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 397 contains a line item appropriation within the Agency’s budget for the benefit of **CITY of WEST MONROE** of which the sum of **FIVE HUNDRED AND SIXTY-SEVEN THOUSAND & NO/100 (\$567,000.00) DOLLARS** has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;

1.3 WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation of the project as hereinafter provided;

1.4 WHEREAS, the public purpose is described as: Purchase of a Sewer Vacuum Truck for the City of West Monroe.

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with said Act of the 2023 Regular Legislative Session, if applicable and the Governor’s Executive Order JBE 2016 - 38 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as “Attachment E.

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

ARTICLE II

SCOPE OF SERVICES

2.1 The Contracting Party shall: Purchase a Sewer Vacuum Truck to high-pressure jet and vacuum debris and grease from sanitary sewer mains and manholes, clear drainage culverts that are silted in with dirt, vacuum out debris in sewer lift station wet wells to better serve the citizens.

2.2 Deliverables: Use a Sewer Vacuum Truck to high-pressure jet and vacuum debris and grease from sanitary sewer mains and manholes, clear drainage culverts that are silted in with dirt, vacuum out debris in sewer lift station wet wells to better serve the citizens.

The Contracting Party will provide to the State written quarterly **Progress Reports (Attachment C)** outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement and quarterly **Cost Reports (Attachment D)** which provide detailed cost information outlining the use of the above referenced appropriated funds. **Attachment C, Progress Report and Attachment D, Cost Report** are attached to this agreement and made part thereof by reference. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. These reports that are to be provided quarterly shall be due and delivered to the Agency on or before the 31st of October for the quarter ending September 30, the 31st day of January for the quarter ending December 31, the 30th day of April for the quarter ending March 31, and the 15th day July for the quarter ending June 30, there being no exceptions or waivers of this July reporting due date.

2.3 Budget: The **Budget** for this project is incorporated herein as **Attachment B** which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The **Budget** for this project shall not exceed the total sum of **FIVE HUNDRED AND SIXTY-SEVEN THOUSAND, & NO/100 (\$567,000.00) DOLLARS** which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the **Budget** attached as "Attachment B", without the **prior** approval of the State. **Attachment B Page 2 - Staffing Chart and Attachment B Page 3 - Schedule of Professional and Other Contracting Services** are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

2.4 Disclosure and Certification Statement(s): **Attachment E - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this **Attachment E**, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in **Attachment B Page 3** and any attachments thereto, **Attachment E-1 - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph. For public or quasi-public entities which are recipients under Acts of the 2023 Regular Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all

anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The recipient assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines "immediate family" as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1101 et seq.

ARTICLE III **CONTRACT MONITOR**

3.1 The Contract Monitor for this Agreement is the Local Government Fund Management Division of the Department of the Treasury.

3.2 Monitoring Plan: During the term of this Agreement, the Contracting Party shall discuss with the State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. The Contract Monitor shall review and analyze the Contracting Party's Plan to ensure the Contracting Party's compliance with the requirements of the Agreement.

The Contract Monitor shall also review and analyze the Contracting Party's written, **Attachment C-Progress Report** and **Attachment D-Cost Report** and any work product for compliance with the Scope of Services; and shall

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
2. Contact the Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or e-mail contact with the Contracting Party on Agreement activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to assure that performance goals are being achieved, and to verify information when needed.
4. Assure that expenditures or reimbursements requested in **Attachment D-Cost Report** are in compliance with the approved **Goals** in **Attachment A Plan**. The Contract Monitor shall coordinate with the Agency's fiscal office for reimbursements to Contracting Party and shall contact the Contracting Party for further details, information for documentation when necessary.

Between required performance reporting dates, the Contracting Party shall inform the Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. The Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance which may be needed to resolve the situation.

ARTICLE IV

PAYMENT TERMS

4.1 Payment shall be made to the Contracting Party under the terms and conditions of one of the following plans (*Please check one*):

☒ **PLAN A:** Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.

☐ **PLAN B:** One initial payment limited to no more than 50% of the total line item appropriation shall be made to the Contracting Party in advance of services being performed **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan), and the Cooperative Endeavor Agreement is approved by the Office of State Procurement or other delegated authority. The balance of the appropriation will be paid provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. **Upon receipt of the 1st Quarter Progress and Cost Reports and approval thereof, the initial 50% payment will be applied and if such approved expenses exceed the initial payment, the difference will be forthcoming.**

☐ **PLAN C:** Payment of 100% of the line item appropriation shall be made to the Contracting Party in advance of purchasing equipment or other similar expenditures **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan) indicating that there is no other source of funding available to make the purchase to satisfy the goals and objectives of the project, and the Cooperative Endeavor Agreement is approved by the Office of State Procurement or other delegated authority.

4.2 Travel expenses, if any, shall be reimbursed only in the event that this Agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement. If reimbursement is sought for meals, which under Memorandum No. 49 are based upon departure and return times and dates that are properly set forth on the State Travel Expense Report, the Contracting Party shall fully complete and submit such Travel Expense Report, attached hereto as **Attachment F**, in addition to all other required submissions, for such reimbursement.

4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2023 and June 30, 2024, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability

of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval of this Agreement by the Office of State Procurement or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2024, MUST, under all circumstances, be received by the Agency no later than July 15, 2024, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

Payments by the State under this Agreement will not be released or provided to the Contracting Party if, when, and long as, the Contracting Party fails or refuses to comply with the provisions of R.S. 24:513. No Contracting Party shall be considered to fail or refuse to comply with the provisions of R.S. 24:513 during any extension of time to comply granted by the legislative auditor to the Contracting Party.

4.4 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under said Act of the 2023 Regular Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2024.

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the agreement shall be turned over to the Louisiana Department of Revenue, Office of Debt Recovery for collection purposes.

4.5 Taxes: The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal tax identification number 72-6001497.

ARTICLE V
TERMINATION FOR CAUSE

5.1 The State may terminate this agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contracting Party shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

ARTICLE VI
TERMINATION FOR CONVENIENCE

6.1 The State may terminate the agreement at any time by giving thirty (30) days written notice to the Contracting Party. Upon receipt of notice, the Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this agreement. The Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

ARTICLE VII
OWNERSHIP

7.1 All records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at the Contracting Party's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contracting Party to the State at Contracting Party's expense at termination or expiration of this agreement.

ARTICLE VIII
ASSIGNMENT

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

ARTICLE IX

FINANCIAL DISCLOSURE

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contracting Party is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. This evaluation shall be based upon the progress reports and cost reports as provided and certified by the Contracting Party under the requirements of this agreement, as well as any site visits that may be made under the provisions this agreement, to ensure effective achievement of the goals and objectives.

ARTICLE X

AUDITOR'S CLAUSE

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of Treasury's acceptance of the final Cost and Progress Reports and documentation as required to be filed under Section 2.2 of the Agreement.

ARTICLE XI

AMENDMENTS IN WRITING

11.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of State Procurement, Division of Administration, or other delegated authority **prior to the alteration, variation, modification or waiver of any provision of this Agreement**. This agreement may not be amended after the expiration date.

ARTICLE XII

FISCAL FUNDING CLAUSE

12.1 The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

ARTICLE XIII
TERM OF CONTRACT

13.1 This Agreement shall begin on July 1, 2023 and shall terminate on June 30, 2024. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2024. There is no extension of the June 30, 2024 deadline without legislative action and approval.

ARTICLE XIV
DISCRIMINATION CLAUSE

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

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the ____ day of _____, 20____

WITNESSES:

DEPARTMENT OF THE TREASURY
STATE OF LOUISIANA

Agency Head or designee

Print Name and Title

THUS DONE AND SIGNED AT _____, Louisiana on the _____ day, of _____, 20_____.

WITNESSES:

Contracting Party

Authorized Person

Print Name and Title

<p align="center">ATTACHMENT A - PLAN 2023 Regular Legislative Session Schedule 20</p>	<p>NAME OF CONTRACTING PARTY: CITY of WEST MONROE</p> <p>NAME AND BRIEF NARRATIVE OF PROGRAM: Purchase of a sewer vacuum truck.</p>
<p>Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). What are the goals, objective(s), expected outcomes/results for this program: Indicate the goals/objectives for this program. Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.</p>	
<p>1. Program Goal (<i>Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.</i>) To purchase a sewer vacuum truck to high-pressure jet and vacuum debris and grease from sanitary sewer mains and manholes. Clear drainage culverts that are silted in with dirt. Vacuum out debris in sewer lift station wet wells.</p>	
<p>2. Program Objective(s) (<i>Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal, that identify the expected outcomes and results. The program objective must include a percentage, a specific dollar amount or a number.</i>)</p> <ol style="list-style-type: none"> 1. Spend \$567,000 on purchasing a sewer vacuum truck for the city by June 30, 2024 2. 3. 	
<p>3. Relevant Activity (Activities) (<i>An activity is a distinct subset of functions or services within a program to meet the Program Objective.</i>)</p> <p>Purchase sewer vacuum truck for the city</p>	
<p>4. Performance Measure(s) (<i>Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness. A Performance Measure must be designated as a percentage, a specific dollar amount or a number.</i>)</p> <ol style="list-style-type: none"> 1. amount spent on sewer vacuum truck 2. 3. 	

ATTACHMENT B
Page 1
Project Budget (2023-2024)
2023 Regular Legislative Session

Schedule 20

City of West Monroe

Anticipated Income or Revenue

Sources *(list all sources of revenue)*

Amounts

1. State of LA – Act 397 Appropriation	\$567,000
2.	\$
3.	\$
Total all sources	<u>\$567,000</u>

Anticipated Expenses

<u>Expense Categories</u>	<u>Total Amount</u>	<u>Amount Line Item</u>
	<i>(see Footnote 1 below)</i>	<i>(see Footnote 2 below)</i>
Gross Salaries(See Attachment B, Page 2)	\$	\$
Related Benefits (Employer share)	\$	\$
Travel	\$	\$
Operating Services:		
Advertising	\$	\$
Printing	\$	\$
Insurance	\$	\$
Maintenance of Equipment	\$	\$
Maintenance of Office and Grounds	\$	\$
Rentals	\$	\$
Software licensing	\$	\$
Dues and Subscriptions	\$	\$
Telephones and Internet Service	\$	\$
Postage	\$	\$
Utilities	\$	\$
Other	\$	\$
Office Supplies	\$	\$
Professional & Contract Services	\$	\$
(See Attachment B, Page 3)		
Other Charges (See Attachment B, Page 4)	\$567,000	\$567,000
Acquisitions & Major Repairs	\$	\$
Total Use of the Appropriation	<u>\$567,000</u>	<u>\$567,000</u>

(Budget categories listed above reflect a typical budget and may be adjusted by the recipient, with prior agency approval, to reflect actual categories necessary for each individual program. Salaries and Professional & Other Contract Services and Other Charges shall be detailed using Pages 2, 3 and 4 of Attachment B). All numbers must be rounded to the nearest dollar.

Footnote (1) This column represents expenditures by category and **MUST** equal total sources listed above.

Footnote (2) This column represents the portion of expenditures by category funded by the state appropriation provided by this Cooperative Endeavor Agreement.

ATTACHMENT B

Page 2

Staffing Chart

2023 Regular Legislative Session

Schedule 20

Name of Contracting Party: City of West Monroe

Name of Program: Sewer Vacuum truck purchase

Name	Title	Total Annual Salary Amount	Total Salary Paid by Appropriation		Related Benefits	Full time or Part Time # of months
			Amount	Percentage		
N/A						
Totals		\$	\$		\$	

ATTACHMENT B

Page 3

Schedule of Professional and Other Contract Services

2023 Regular Legislative Session

Schedule 20

Name of Contracting Party: City of West Monroe

Name of Program: Sewer Vacuum truck purchase

Name and Address of Individual and/or Firm	Nature of Work Performed and Justification for Services	Total Contract Amount	Total Paid by Appropriation
N/A			
Totals		\$	\$

ATTACHMENT B

Page 4

Schedule of Other Charges 2023 Regular Legislative Session

Schedule 20

Name of Contracting Party: City of West Monroe

Name of Program: Sewer Vacuum truck purchase

Provide a description of the intended use of the funds listed in Other Charges and the dollar amount. Each use should be listed separately. Do not budget funds in Other Charges that can be placed in another expenditure category.		List dollar Amount for each use
1. Purchase of a Sewer Vacuum Truck.		\$567,000
	Total – Should agree with Attachment B, Page 1	\$567,000

ATTACHMENT B-SUPPLEMENT

Business Plan

Narrative Justification for Plan B or Plan C

2023 Regular Legislative Session

Schedule 20

City of West Monroe

N/A

ATTACHMENT C

Progress Report for the Period of _____ to _____ Schedule 20
2023 Regular Legislative Session
(To be submitted quarterly showing progress achieved. Duplicate pages as needed.)

Name of Contracting Party: City of West Monroe

Contact Name: Christen Heath, City Clerk

Telephone: (318) 396-2600

Goal: To purchase a sewer vacuum truck to high-pressure jet and vacuum debris and grease from sanitary sewer mains and manholes. Clear drainage culverts that are silted in with dirt. Vacuum out debris in sewer lift station wet wells.	
Objective(s): 1. Spend \$567,000 on purchasing a sewer vacuum truck for the city by June 30, 2024	
Activity(Activities) Performed: Purchase sewer vacuum truck for the city	
Performance Measure(s): 1. amount spent on sewer vacuum truck	%, \$ amt. or number complete 1. 2. 3.

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

Print Name and Title

Date

ATTACHMENT D

Cost Report for the Period of _____ to _____

(Expense categories & dollar amounts must reflect those listed in "Attachment B" project budget.)

Schedule 20

2023 Regular Legislative Session

Name of Contracting Party: City of West Monroe
Name of Program: Sewer Vacuum truck purchase

Expense Category	Amount of Line Item Appropriation from Attachment B Page 1	Quarterly Expenditures	Total Cumulative Year to Date Expenditures	Balance Remaining
Gross Salaries				
Related Benefits (employer share)				
Travel				
Operating Services:				
Advertising				
Printing				
Insurance				
Maintenance of Equipment				
Maintenance of Office and Grounds				
Rentals				
Software licensing				
Dues and Subscriptions				
Telephones and Internet Service				
Postage				
Utilities				
Other				
Office Supplies				
Professional Services				
Other Charges	\$567,000			
Acquisitions & Major Repairs				
Totals	\$567,000	\$	\$	\$

NOTE: A copy of the check and invoice/receipt for each expense must be submitted with this report.
I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

Print Name and Title

Date

Name of Contracting Party: City of West Monroe

Name of Program: Sewer Vacuum truck purchase

Instructions: List each individual and/or Firm and approved budget amount as listed on Page 3 of Attachment B.

Name of Sub-contractor	Amount of Line Item Appropriation from Attachment B	Quarterly Expenditures to be paid by the State (must equal invoices etc.)	Total Cumulative Year to Date Expenditures including this quarter's expenditures	Balance Remaining
Professional Services:				
N/A				
Totals	\$	\$	\$	\$

NOTE: An Attachment E-1 must be submitted for any sub-contractor listed on this attachment. If the sub-contractor has not been determined, indicate "To Be Determined" in the appropriate column. No expenses will be allowed for a sub-contractor until an Attachment E-1 is completed.

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

Print Name and Title

Date _____

ATTACHMENT E
Disclosure and Certification Statement
 2023 Regular Legislative Session

Schedule 20

Contracting Party Name: City of West Monroe

Contractor's Mailing Address: 2305 North 7th Street, West Monroe, LA 71291

Name of Program: Purchase of a Sewer Vacuum Truck.

Organization Type: (Example: local government, non-profit, corporation, LLP, etc.) Municipality

Private entities required to register with the Secretary of State's office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Mayor Staci Albritton Mitchell	Ben Westerburg	Morgan Buxton
210 Hines Lane	1510 Elizabeth Street	905 Hicks Street
West Monroe, LA 71291	West Monroe, LA 71291	West Monroe, LA 71291

James "Polk" Brian	Thomas Hamilton	Rodney Welch
110 Wilhite Street	318 Trenton Street	610 Cypress Street
West Monroe, LA 71291	West Monroe, LA 71291	West Monroe, LA 71291

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:

Christen Heath	Matthew Wilson	Daryl Platt
130 Fox Run	107 Old Ferry Landing	500 Island Drive
West Monroe, LA 71291	West Monroe, LA 71291	West Monroe, LA 71291

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.

- ☐ I hereby certify that this organization has no outstanding audit issues or findings.
- ☒ I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings. **(ATTACH COPY OF AUDIT FINDINGS)**

Attach a completed Federal Form W-9 (Request for Taxpayer Identification Number and Certification)

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

 Signature of Authorized Person

 Print Name and Title

 Date

ATTACHMENT E-1
Disclosure and Certification Statement
 2023 Regular Legislative Session

Schedule 20

Contracting Party Name: City of West Monroe

Name of Program: Purchase of a Sewer Vacuum Truck.

Sub-Contractor's Name: N/A

Sub-Contractor's Mailing Address:

Organization Type: (Example: local government, non-profit, corporation, LLP, etc.)

Private entities required to register with the Secretary of State's office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.

☐ I hereby certify that this organization has no outstanding audit issues or findings.

☐ I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings. (ATTACH COPY OF AUDIT FINDINGS)

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

 Signature of Subcontractor (*Authorized person*)

 Print Name and Title

 Date

DATE	HOUR		TERRITORY TRAVELED SHOW ALL POINTS VISITED	ODOMETER		MILES TRAV.	SUBSISTENCE			
	DEP.	ARR.		READING			LODGING		MEALS	
				DEPART	ARRIVE				NO.	COST

(To be completed if travel expense category includes reimbursement of mileage, lodging, meals and tips.)

Signature of Authorized Person

Print Name and Title
 Date

Proposal For: The City of West Monroe, LA
 Project Indoor Sports Complex
 875 Constitution Drive
 West Monroe, LA 71292

Bid Package: Court floor covering
 Proposal Due Date: See bid posting

Project Manager: Mike Mays (mmays@sportsfacilities.com)
 RFI Contact: Mike Mays (mmays@sportsfacilities.com)

Referenced Project Documents

1. Specifications and Basis of Design- [1- Design and Specifications](#)
 - a. The above are a basis of design, a like product can be substituted with approval from Mike Mays.
2. Drawings: https://sporfacilitadvisory.sharepoint.com/:b:/s/SFM-Main/sfd/EUO7nGsLRe5Dpjyq8lFnzSEBSme_G0jzPrs9o3_P3YCNrw?e=EhhNS9
3. Sample Contract: [#Sample AIA Contract for FFE.docx](#)

Required Attachments

1. Proposed Product Specifications and Details
2. Proposal Details
3. W9
4. Initial redline comments on the sample contract

A. Base Proposal

1. The Bid Package referenced herein is entitled "Bid Package"
 - a. General Description:
 1. Provide 47,848 SF (6 courts) of 6' wide carpet roll product
 - a. Include storage carts, seam tape, and electric winder.
 - b. Alternative of 8 ft wide rolls
 2. Provide 16,506 SF (2 courts) of carpet tile
 - a. Include storage carts.
 3. Provide material, freight, unloading, and installation of package
 4. Provide closeout documents (warranty and service)
 5. See project specifications for itemized list and basis of design
 6. Provide a project timeline based on an installation window of November 27 through December 1, 2023 (this may change slightly based on construction progress)
 - b. General Items
 1. The proposal shall include all applicable permits, licenses, etc. related to this scope of work
 2. The proposal must include line-item pricing for each item as well as installation, and delivery

Tel: (727) 474-3845
Fax: (727) 462-2800

sportsfacilities.com | thesfnetwork.com

3. Payment and Performance Bonds in the amount of the award must be provided
4. The proposal shall include all necessary items and equipment needed to perform the referenced scope of work. This includes protecting existing finishes and conditions of the facility. All equipment must meet OSHA standards
5. Proposal to include clean-up of all trash and debris in a dumpster either provided by the awarded vendor or coordinated with the General Contractor to use current dumpster
6. Proposal to include all blocking, backing, and supports, necessary
7. The warranty period for all material, equipment, and labor based on specifications shall commence at the date of substantial completion or acceptance of work completed, whichever comes later
8. Coordination and meetings as required by the site's general contractor or Sports Facilities Companies
9. Proposal must include safety meeting attendance as required by site conditions
10. Provide safety manual and site-specific plan upon request
11. Conform to all applicable codes and regulations
12. Proposal shall include any storage requirements for material on site to complete work
13. Proposal shall include necessary mobilizations required for scope of work
14. Proposal must show sales tax exemption (the documentation will be provided to the awarded vendor)
15. Color choices of items will be made later from standard color options.
16. The awarded vendor must be able to provide all the items listed on the specifications and basis of design document.

Breakout Pricing: <https://sporfacilitadvisory.sharepoint.com/:x/s/SFM-Main/sfd/EUFjZEBPAC1JkFElpSDmdEQBHb4gu-uVAVRD5vAoABfR6g?e=7aV6DP>

Total Base Proposal Price: List here \$ _____

List any exclusions:

Contact Sheet

Act 397 of 2023 Regular Legislative Session

Please complete all sections:

Legal Name of Entity: City of West Monroe

Authorized Person: Staci Albritton Mitchell, Mayor

Contact Person, if different: Christen Heath, City Clerk

Telephone Number: (318) 396-2600

Fax Number: (318) 397-2382

Email Address: cityclerk@westmonroe.la.gov

Fed Tax ID#: 72-6001497

Physical Address: 2305 North 7th Street, West Monroe, LA 71291

Mailing Address: 2305 North 7th Street, West Monroe, LA 71291

Parish: Ouachita

Legal Status of Entity *: Municipality

* The legal status of the entity may be any of the following:

- Sole Proprietorship
- Partnership
- Limited Liability Company
- Municipality
- Local Governmental Authority
- Corporation
- Non-profit Corporation
- Non-Profit Religious Corporation

CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO ACCEPT THE LOW BID OF \$155,891.48 FOR THE BUILDING FURNISHINGS PACKAGE FOR THE WEST MONROE INDOOR SPORTS COMPLEX, BEING THE BID FROM NATIONAL BUSINESS FURNITURE FOR \$155,891.48; TO AUTHORIZE EXECUTION OF A CONTRACT FOR THE WORK TO BE PERFORMED IN ACCORDANCE WITH THE BID SPECIFICATIONS; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the low submitted bid of \$155,891.48 by National Business Furniture for the Building Furnishings Package for the West Monroe Indoor Sports Complex be accepted, and that Staci Albritton Mitchell, as Mayor of the City of West Monroe, be authorized to execute a contract for the work to be performed which includes the applicable provisions of the required specifications attached as Exhibit “A” utilizing as the form an Agreement Between Owner and Vendor for Furniture, Furnishings, and Equipment (FF&E) AIA Document A151™–2019.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, be and she is hereby authorized to make such further modifications, additions and revisions of that proposed contract form as are necessary in order to fully reflect the rights and obligations of the parties to that agreement, and to take any action and execute any further documents she deems either necessary or proper to carry out the provisions of the foregoing.

The above Ordinance was read and considered by sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, this 20th day of September, 2023, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

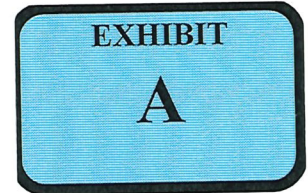
ABSENT: _____

ATTEST:

APPROVED THIS 20TH DAY OF
SEPTEMBER, 2023

CINDY EMORY, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

STACI ALBRITTON MITCHELL, MAYOR
CITY OF WEST MONROE
STATE OF LOUISIANA



Proposal For: The City of West Monroe, LA
Project Indoor Sports Complex
875 Constitution Drive
West Monroe, LA 71292

Bid Package: Building Furnishings Package
Proposal Due Date: See bid posting

Project Manager: Mike Mays (mmays@sportsfacilities.com)
RFI Contact: Mike Mays (mmays@sportsfacilities.com)

Referenced Project Documents

1. Specifications and Basis of Design - https://sporfacilitadvisory.sharepoint.com/:x:/s/SFM-Main/sfd/EU4r7Fs_G9dBhQFiXfsYw0BFaaj8TfYpRvyntAobQsxVA?e=36Bx28
2. Drawings: https://sporfacilitadvisory.sharepoint.com/:b:/s/SFM-Main/sfd/EUO7nGsLRe5Dpiyq8lFnzSEBSme_G0jzPrs9o3_P3YCNrw?e=EhhNS9
3. Sample Contract: [#Sample AIA Contract for FFE.docx](#)
4. Insurance Requirements: [Insurance Requirements.pdf](#)

Required Attachments

1. Proposed Product Specifications and Details
2. Proposal Details
3. W9
4. Initial redline comments on the sample contract

A. Base Proposal

1. The Bid Package referenced herein is entitled "Bid Package"
 - a. General Description:
 1. Provide Material, Freight, Unloading, and Installation of package
 2. Provide closeout documents (warranty and service)
 3. See project specifications for itemized list and basis of design
 4. Provide a project timeline based on an installation window of November 27 through December 1, 2023 (this may change slightly based on construction progress)
 - b. General Items
 1. The proposal shall include all applicable permits, licenses, etc. related to this scope of work
 2. The proposal must include line-item pricing for each item as well as installation, and delivery
 3. Payment and Performance Bonds in the amount of the award must be provided

Tel: (727) 474-3845
Fax: (727) 462-2800
sportsfacilities.com | thesfnetwork.com

4. The proposal shall include all necessary items and equipment needed to perform the referenced scope of work. This includes protecting existing finishes and conditions of the facility. All equipment must meet OSHA standards
5. Proposal to include clean-up of all trash and debris in a dumpster either provided by the awarded vendor or coordinated with the General Contractor to use current dumpster
6. Proposal to include all blocking, backing, and supports, necessary
7. The warranty period for all material, equipment, and labor based on specifications shall commence at the date of substantial completion or acceptance of work completed, whichever comes later
8. Coordination and meetings as required by the site's general contractor or Sports Facilities Companies
9. Proposal must include safety meeting attendance as required by site conditions
10. Provide safety manual and site-specific plan upon request
11. Conform to all applicable codes and regulations
12. Proposal shall include any storage requirements for material on site to complete work
13. Proposal shall include necessary mobilizations required for scope of work
14. Proposal must show sales tax exemption (the documentation will be provided to the awarded vendor)
15. All items bid must have a lifetime warranty.
16. Color choices of items will be made later from standard color options.
17. The awarded vendor must be able to provide all the items listed on the specifications and basis of design document.

Breakout Pricing: Use specifications and basis of design document
Total Base Proposal Price: List here \$_____

List any exclusions:

Location	Qty	Description	Bid Pricing
Events			
	2	RD Folding TBL Trolley Cart	
	2	Folding Table Caddy	
	20	Folding Table 72x30	
	20	Fold Table Fixed Height Rd 60"	
	500	Poly Folding Chair	
	6	Hanging Chair Caddy	
101 - Lobby			
	8	30" Square Bar Ht Table	
	16	Bar Ht Poly Stool	
103A - Corridor Area			
	7	36" Dia x 1"h, TFL, Flat Edge, Round, Top Only	
	7	22" Dia x 28"h, Round Base, Seated Height, Plate Base w/ 3" Dia x 27.5"h Column, Fully Assembled, 1/2" Adj. Glides	
	28	Armless Chair, Plastic Seat and Back, Stacks 8 High on Floor and 15 High on Dolly	
104 - Office			
	1	30"d x 66"w x 29.5"h, Freestanding Desk, Laminate End Panels, 12"h Modesty Panel	
	1	23"d x 46"w, Top and 15"h Modesty Panel	
	1	Mesh Back, High Back, Synchro - Tilter w/Back Angle Adjustment, Std Adj. Height & Width T-arms w/ Front to Back Sliding Armcap, Std Molded Black Base, Std 2" Dual Wheel Carpet Casters	
	1	23.4"d x 16"w x 28.5"h, Storage Shell w/2 Box and 1 File Drawer	
	1	24"d, 3 Stage Column, Height Adjustable Base Only, Short Frame used w/46"w - 58"w Tops	
106 Ticket booth			
	2	Stool, Mesh Back, Medium Back, Task Basic Swivel (-6), Armless, Chrome Footrest, Std Molded Black Base, Std 2" Dual Wheel Carpet Casters	
117 - Flex Room			
	3	Flip Square Table 60" set of 6	
118 - Team Room			
	3	Flip Square Table 60" set of 6	
121 - Referee Lounge			
	8	Poly Folding Chair	
	2	36" Dia x 1 3/16"h, High Pressure, Knife Edge, Round	
	2	22" Dia x 28"h, Round Base, Seated Height, Plate Base w/ 3" Dia x 27.5"h Column, Fully Assembled, 1/2" Adj. Glides	
129 - Team Room			
	2	Flip Square Table 60" set of 6	
130 - Flex Room			
	3	Flip Square Table 60" set of 6	
133 - Training Room			
	1	Treatment Table	
	1	Mesh Back, Medium Back, Task (-8), Std Fixed Arms, Std Molded Black Base	
	1	30"d x 72"w x 29.5"h, Freestanding Desk, Laminate End Panels, 12"h Modesty Panel	
	1	23.4"d x 16"w x 28.5"h, Storage Shell w/2 Box and 1 File Drawer	
		18"d x 36"w x 72"h, 1 Fixed, 3 Adj. Shelves, Storage Cabinet	
136 - Office			
	1	23"d x 46"w, Top and 15"h Modesty Panel	
	1	29.69"d x 66"w x 29.5"h, Single Pedestal, Rectangular Top Desk, Box/Box/File Left, Faux Pedestal Right	
	1	Mesh Back, High Back, Synchro - Tilter w/Back Angle Adjustment, Std Adj. Height & Width T-arms w/ Front to Back Sliding Armcap, Std Molded Black Base, Std 2" Dual Wheel Carpet Casters	
	2	Side Chair, Wall Saver, Mesh Back, Armless, Std 4 Legged Base, Glides	
	1	24"d, 3 Stage Column, Height Adjustable Base Only, Short Frame used w/46"w - 58"w Tops used w/46"w - 58"w Tops	
137 - Office			
	1	23"d x 46"w, Top and 15"h Modesty Panel	
	1	29.69"d x 66"w x 29.5"h, Single Pedestal, Rectangular Top Desk, Box/Box/File Left, Faux Pedestal Right	
	1	Mesh Back, High Back, Synchro - Tilter w/Back Angle Adjustment, Std Adj. Height & Width T-arms w/ Front to Back Sliding Armcap, Std Molded Black Base, Std 2" Dual Wheel Carpet Casters	

	2	Side Chair, Wall Saver, Mesh Back, Armless, Std 4 Legged Base, Glides	
	1	24"d, 3 Stage Column, Height Adjustable Base Only, Short Frame used w/46"w - 58"w Tops used w/46"w - 58"w Tops	
138 - Office			
	1	4 Pack Work Stations	
	4	Mesh Back, Medium Back, Task Basic Swivel, Std Fixed Arms, Std Molded Black Base, Std 2" Dual Wheel Carpet Casters	
142 - Breakroom			
	2	36" Square Table	
	7	Poly Stack Chair	
143 - Office			
	1	23"d x 46"w, Top and 15"h Modesty Panel	
	1	29.69"d x 66"w x 29.5"h, Single Pedestal, Rectangular Top Desk, Box/Box/File Left, Faux Pedestal Right	
	1	Mesh Back, High Back, Synchro - Tilter w/Back Angle Adjustment, Std Adj. Height & Width T-arms w/ Front to Back Sliding Armcap, Std Molded Black Base, Std 2" Dual Wheel Carpet Casters	
	2	Side Chair, Wall Saver, Mesh Back, Armless, Std 4 Legged Base, Glides	
	1	24"d, 3 Stage Column, Height Adjustable Base Only, Short Frame used w/46"w - 58"w Tops used w/46"w - 58"w Tops	
145 - Office			
	1	Mesh Back, High Back, Synchro - Tilter w/Back Angle Adjustment, Std Adj. Height & Width T-arms w/ Front to Back Sliding Armcap, Std Molded Black Base, Std 2" Dual Wheel Carpet Casters	
	1	23"d x 46"w, Top and 15"h Modesty Panel	
	1	29.69"d x 66"w x 29.5"h, Single Pedestal, Rectangular Top Desk, Box/Box/File Left, Faux Pedestal Right	
	1	24"d, 3 Stage Column, Height Adjustable Base Only, Short Frame used w/46"w - 58"w Tops	
	1	Fabric or Leather, 31"d x 51.75"w x 30"h, 2 Seat Sofa, Std 2 Arms, Std with Round Metal Legs	
	1	20"d x 40"w x 15"h, Laminate Top / Laminate Base, Rectangular Coffee Table, Std with Round Metal Legs	
	2	Side Chair, Wall Saver, Mesh Back, Armless, Std 4 Legged Base, Glides	
146 - Conference Room			
	1	48"d x 144"w x 30"h, Rectangular Boardroom Table, Top is 2 Pieces, Includes 3 Bases w/ Wire Access Doors and Wire Concealment Between Bases	
	8	High Back, Tilter, Std Fixed Arms, Std Polished Aluminum Base, Std 2" Dual Wheel Carpet Casters	
Mezzanine			
	18	30" Square Bar Ht Table	
	54	Bar Ht Poly Stool	
Miscellaneous			
	1	Installation	
	1	Delivery	
	1	Total Bid	

LEGEND

CONCRETE

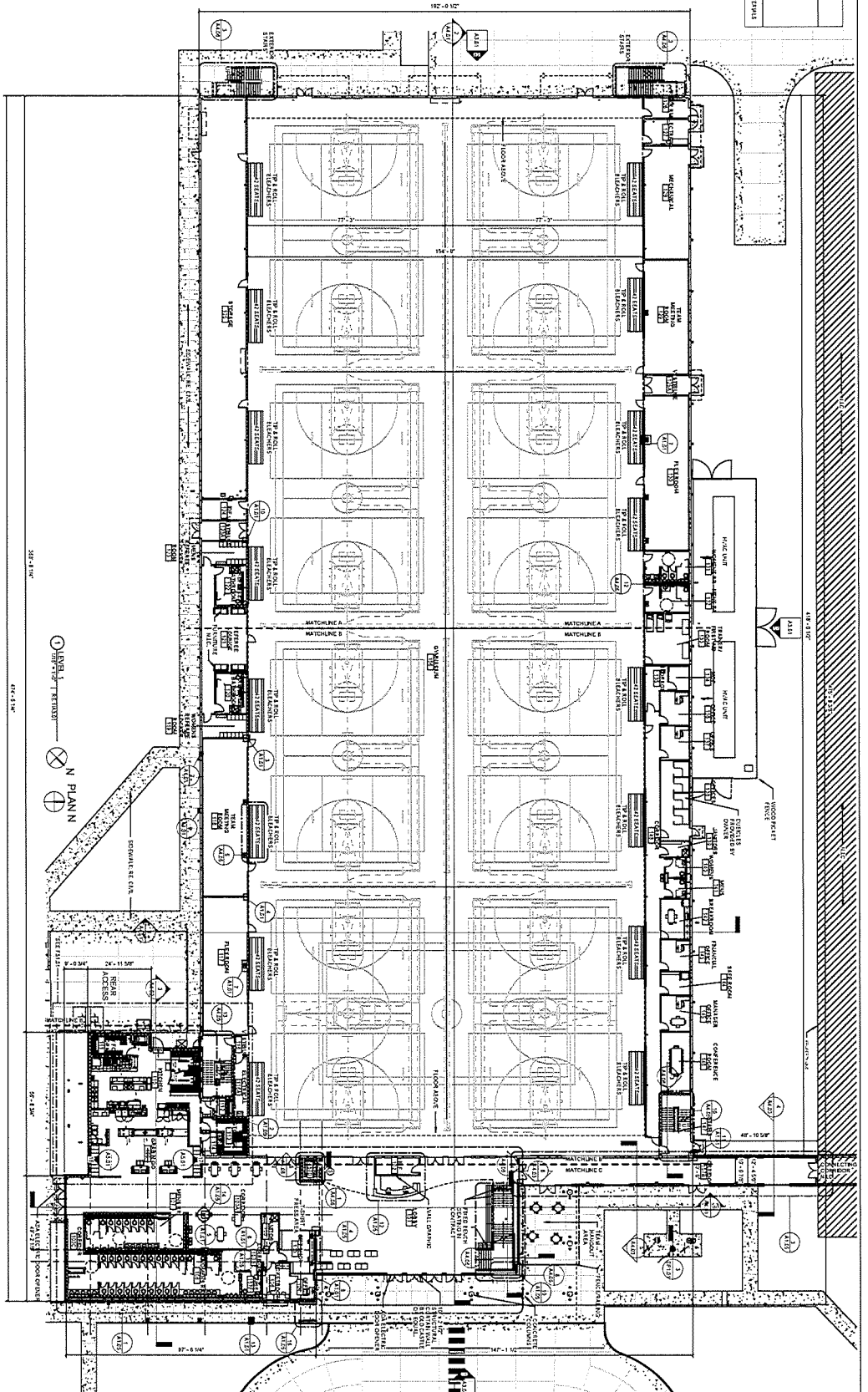
REINFORCED CONCRETE

CONCRETE FLOOR

CONCRETE FLOOR

GENERAL NOTES

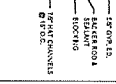
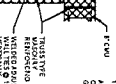
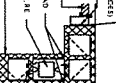
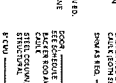
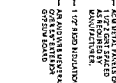
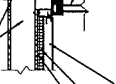
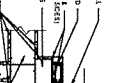
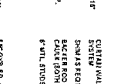
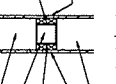
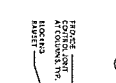
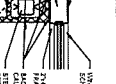
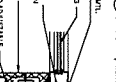
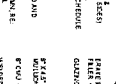
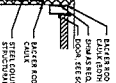
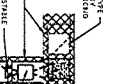
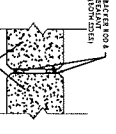
1. ALL FINISHES SHALL BE ACCORDING TO THE
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR



ORIENT
N PLAN

DETAILS

1. WAREHOUSE ROOF ELEVATION
2. CEILING HANG COATS, REFS. AND SCORE BOARDS
3. FLOOR SEE ABOVE
4. ADMINISTRATION AND SERVICE AREA
5. ADMINISTRATION AND SERVICE AREA
6. ADMINISTRATION AND SERVICE AREA
7. RESTROOMS AND 2ND FLOOR RECEPTION SEATING
8. STORAGE ROOMS UNDER FLOORING
9. BASKETBALL COURT AND 1ST FLOOR COURT



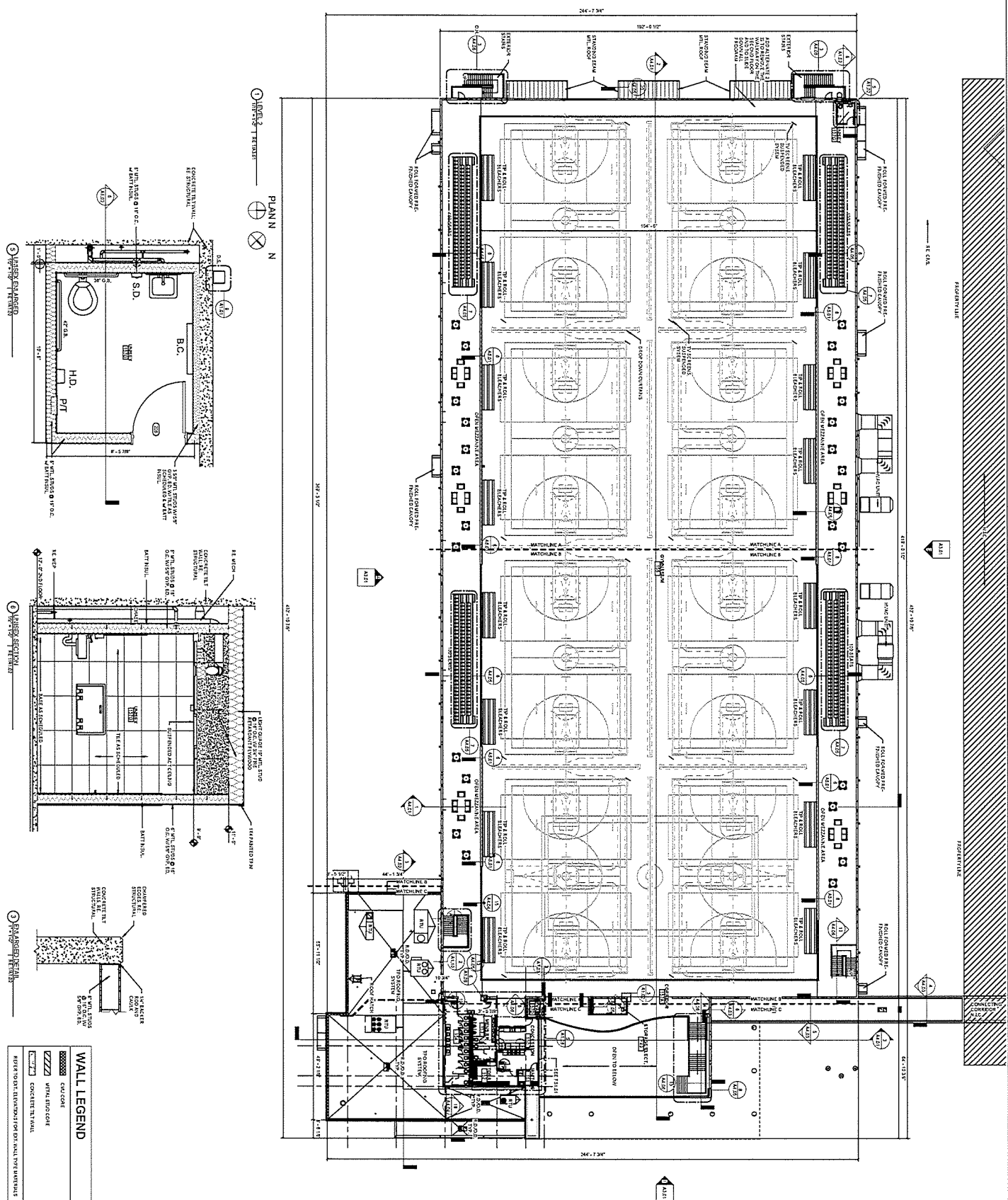
PROJECT:
WEST MONROE INDOOR SPORTS COMPLEX

875 CONSTITUTION DRIVE
WEST MONROE, LA 71292



TBA
TIM BRANDON
ARCHITECTURE

Timothy M. Brandon
Architect APC
103 Cypress Street
West Monroe, LA 71291
Tel. 518.540.1100
Fax. 518.598.1315
www.tbaarch.com



STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE THE CITY OF WEST MONROE, LOUISIANA, TO ACCEPT THE LOW BID SUBMITTED WHICH MEETS THE PLANS AND SPECIFICATIONS AND IS WITHIN THE ESTIMATED COST OF CONSTRUCTION, BEING THE BID OF BGW CONSTRUCTION, LLC FOR \$58,499.62; AND THEREAFTER TO ENTER INTO A CONSTRUCTION CONTRACT WITH BGW CONSTRUCTION, LLC, FOR CERTAIN CONSTRUCTION SERVICES IN CONNECTION WITH THE PROJECT KNOWN AS “MANE STREET CROSS DRAIN REPAIR PROJECT”; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe accepts the low bid which met the plans and specifications for that work described as “Mane Street Cross Drain Repair” project, being the bid of BGW Construction, LLC in the amount of \$58,499.62.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor, on behalf of the City of West Monroe, Louisiana, be and she is hereby authorized to enter into a construction contract with BGW Construction, LLC, for certain construction services in connection with the “Mane Street Cross Drain Repair” project, generally described as drainage structure removal, installation of reinforced concrete pipe, stone backfill, and asphalt roadway patching, all according to the terms, conditions and provisions set forth in the copy of that contract attached as Exhibit “A”.

SECTION 3. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to further negotiate and modify any further provisions of the referenced contract as she determines necessary or appropriate, and thereafter to execute such modified contract, together with executing any and all further documents determined to be either necessary or appropriate in conjunction with the contract authorized above, and to take any and all other actions either necessary or appropriate in order to comply the terms of that executed contract.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, passed

and adopted the 20th day of September, 2023, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 20TH DAY OF
SEPTEMBER, 2023

CINDY EMORY, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

STACI ALBRITTON MITCHELL, MAYOR
CITY OF WEST MONROE
STATE OF LOUISIANA



SECTION 00 52 43

AGREEMENT FORM – UNIT PRICE

THIS AGREEMENT is by and between City of West Monroe
(hereinafter called OWNER) and BGW Construction, LLC (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Drainage structure removal, installation of reinforced concrete pipe, stone backfill, and asphalt roadway patching.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Mane Street Cross Drain Repair
West Monroe, Louisiana

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by:

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

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 30 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 60 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$240.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$240.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 5.01.A below:

A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

a. 95 % of Work completed (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95 % of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100 % of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive);
2. Performance Bond (pages 1 to 4, inclusive);
3. Payment Bond (pages 1 to 4, inclusive);
4. General Conditions (pages 1 to 42, inclusive);
5. Supplementary Conditions (pages 1 to 11, inclusive);
6. Specifications as listed in the table of contents of the Project Manual;
7. Drawings consisting of a cover sheet and plan sheets, inclusive, with each sheet bearing the following general title: Mane Street Cross Drain Repair
8. Addenda (numbers _____ to _____, inclusive);
9. Exhibits to this Agreement (enumerated as follows):

- a. Notice to Proceed (1 page);
- b. CONTRACTOR's Bid (pages 1 to 4, inclusive);

10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Written Amendments;
- b. Work Change Directives;
- c. Change Order(s).

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

9.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 2023 (which is the Effective Date of the Agreement).

OWNER:

City of West Monroe _____

By: _____
Staci Albritton Mitchell, Mayor

[CORPORATE SEAL]

Attest _____

Address for giving notices:

2305 North 7th Street

West Monroe, Louisiana 71291

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

Designated Representative:

Name: Staci Albritton Mitchell

Title: Mayor

Address: 2305 North 7th Street

West Monroe, Louisiana 71291

Phone: (318) 396-2600

Facsimile: _____

CONTRACTOR:

By: _____

[CORPORATE SEAL]

Attest _____

Address for giving notices:

License No. _____
(Where applicable)

Agent for service of process: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

END OF DOCUMENT



INFRASTRUCTURE PROJECT UPDATE

September 19, 2023

UNDER CONSTRUCTION			
Project	Description	Funding	Status
Otis Street (Urban Systems)	Mill & Overlay, add bike/ped path.	Urban Systems (80/20)	Under construction. Sidewalks complete. Roadway construction to resume 9/25/23.
Natchitoches Street (Urban Systems)	Mill & Overlay, improve drainage, add bike lane.	Urban Systems (80/20)	Construction complete. Waiting on final walk-through.
Highland Park Commercial Subdivision	Development of the east end of the golf course land to sell as commercial property.	DRA/City	Punch list items and clear lien period underway.
DRA: Cypress/Slack Sanitary Sewer Improvements	Replacement of sanitary sewer lines in the vicinity of Cypress Street.	DRA/City	Substantial completion and final change order approved at the 7/18 Council Meeting. Punch list and clear lien period underway.
Arlington Place and Mallard Ave Water Main Replacement	Installation of new water main and connection of house services to provide more reliable water service.	CWEF/City	Substantial completion and final change order approved at the 7/18 Council Meeting. Waiting for 45 day clear lien period.
North 7th Street (Hwy. 143) Restriping (5-Lane)	Restriping N. 7th from Cypress to Arkansas to add center turn lane for Highland Commercial Subdivision.	City	Advertising for bids. Opening 10/3.
New Kiroli Road Bridge (North)	Replacement of bridge on Kiroli Road with box culverts.	Capital Outlay	Second headwall construction underway. Completion target, by mid-October.
Constitution & Short Const. Dr. (Urban Systems)	Pulverize and rebuild road base and pavement.	Urban Systems (80/20)	Construction to begin October 16th due to delay in Sports Complex schedule.
Industrial Park Drainage Improvements (EDA)	Drainage improvements including cross drains, piping, and ditches.	EDA/City	Under Construction. Major relief pipe (54") along Brent Road currently being laid.

Project Classifications

Transportation
Drainage
Water System
Sewer System
Quality-of-Life/Economic/Safety

Prepared by Robert L. George, IV, P.E.



S. E. Huey Co.
Engineering • Surveying
Established 1928

IN DESIGN			
Project	Description	Funding	Status
Kiroli Sidewalk Project	Install new sidewalks along Kiroli Road from Post Oak Apartments to Arkansas Road. Install pedestrian crossing at Kiroli Elementary.	DOTD TAP (80/20)	Pursuing additional funding from DOTDTAP.
Black Bayou Canal - 2016 Flood Damage Repairs	Repair concrete canal near Assembly and Wal Mart.	EDA/FEMA/ City	EDA awarding \$1.7 million. Awaiting agreement.
Black Bayou Canal Improvements (HMGP)	Improvements including cleaning, widening, and armoring portions of the Black Bayou Canal south of I-20.	FEMA/City	Received FEMA comments 9/14/23.
Highland School Area Sidewalks	Construction of sidewalks along Arlene Street to provide a safe pedestrian route to school.	LaDOTD/City	Plan-In-Hand Meeting held 7/18. Awaiting comments from DOTD.
Mane Street Rehabilitation Phase 2 (Urban Systems)	Mill & Overlay Mane Street from Downing Pines Rd to Interchange.	Urban Systems (80/20)	DOTD preparing bid documents. Bid date: 12/13/23.
New Drago Sanitary Sewer Lift Station	New sanitary sewer lift station to replace Drago LS. Funding from Capital Outlay and La Water Sector Program.	WSP/LaFPC/ City	Plans are complete. Rate study contractor assigned. Property acquisition underway.
New Austin Sanitary Sewer Lift Station	New sanitary sewer lift station to replace Austin LS.	EDA/City	Design and environmental phase.
Arkansas Rd. Utility Relocation	Relocation of water and sewer lines ahead of street rehabilitation project.	City	Design phase.
North 7th Street Bicycle/Pedestrian Path (Arkansas Rd to Otis St)	Construction of 10' wide concrete path along the east side of North 7th Street.	FHWA Rec Trails Prog/City	Design 80%. Electrical design for lighting underway and Entergy coordination.
McMillan Rd. Sidewalks (LaDOTD Safe Routes to Public Places Program)	New sidewalks along the south side of McMillan Road, from Hilton Street to the library.	LaDOTD	Design phase.
Downtown - Trenton/Wood Sewer	Sewer line improvements.	City	LDH permit approved.
Mid-City Drainage (Fed Approp/FEMA-PDM)	Drainage improvements between Trenton Street and Black Bayou Canal. (\$2.4m Award)	FEMA/City	Providing data to FEMA consultant for the Environmental Assessment.
Trenton Corridor Bike/Ped and Utilities (Fed Approp/LaDOTD)	Bury utilities and construct bike/ped path along Trenton St, from Otis St to Bridge St. (\$5.0m Award)	FEMA/City	Waiting on LaDOTD agreement.
2023 DOTDTAP: N 6th Street Sidewalks	Construction of sidewalks along N 6th Street, from WMHS to Clayton Street.	LaDOTD/City	Received award letter (\$600,000).
Drago Sanitary Sewer Force Main (South 11th Street)	Replacement of an aging 16" AC F.M. along S. 11th Street from Coleman Ave. to the Austin Street Lift Station.	LGAP/City	Design phase. LGAP agreement received.
Phillips Street Water Main FY22-23 CWEF	Replacement of an aging 6" AC W.M. along Phillips between Cherry Street to the east side of Ned Street.	CWEF/City	Project plans out for permitting.
Flanagan Street Water Main Replacement	Replacement of existing 4" W.M. along Flanagan with a 6" W.M.	CWEF/City	CWEF contract (CEA) executed and submitted. Ready to go out for pricing.

Project Classifications

Transportation
Drainage
Water System
Sewer System
Quality-of-Life/Economic/Safety

Prepared by Robert L. George, IV, P.E.



**SEPTEMBER 19, 2023
WEST MONROE CITY COUNCIL MEETING
ENGINEERING UPDATE
L&A, INC. PROJECT NO. 23E038.00**

Sunshine Heights Drainage Improvements – City Project No. C22024

- T. Baker Smith's utility work is complete
- L&A Contract still under review with the State office

Kiroli Dog Park

- Under construction, anticipate October 1 completion.

Natchitoches Street Cross Drain Replacement

- Plans under design

Mane Street Cross Drain Repair

- Letter bids received. Recommend award to BGW Construction which was low bidder.
- BGW Construction bid was \$58,499.62

North 3rd Street Improvements

- Plans under design

Class Street Cross Drain Replacement

- Construction began September 18 anticipate October 6 completion.

City of West Monroe
REVENUE REPORT
17% OF YEAR LAPSED

PA Item 15)

ACCOUNTING PERIOD 02/2024

City of West Monroe

FUND 001 General Fund		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
310	Taxes								
311	Property Tax								
10 00	Real Property	100,000	2.62		200,000	95.95		1,200,000	1,199,904.05
20 00	Personal Property	0	.00		0	.00		0	.00
311	** Property Tax	100,000	2.62		200,000	95.95		1,200,000	1,199,904.05
313	Sales & Use Tax								
00 00	Sales & Use Tax	1,666,667	1,733,375.55	104	3,333,334	3,372,236.27	101	20,000,000	16,627,763.73
10 00	Auto Rental Tax	1,500	3,907.92	261	3,000	5,747.10	192	18,000	12,252.90
313	** Sales & Use Tax	1,668,167	1,737,283.47	104	3,336,334	3,377,983.37	101	20,018,000	16,640,016.63
316	Gross Receipts Business								
10 61	Insurance Premium Tax	43,000	340.00	1	86,000	1,840.00	2	516,000	514,160.00
316	** Gross Receipts Business	43,000	340.00	1	86,000	1,840.00	2	516,000	514,160.00
318	Other Taxes								
20 10	CATV	12,583	.00		25,166	.00		151,000	151,000.00
20 15	ATMOS Gas	8,333	.00		16,666	15,465.14	93	100,000	84,534.86
20 20	Entergy	75,000	.00		150,000	10,743.75	7	900,000	889,256.25
20 25	Adelphia	0	.00		0	.00		0	.00
20 *	Franchise Tax	95,916	.00		191,832	26,208.89	14	1,151,000	1,124,791.11
318	** Other Taxes	95,916	.00		191,832	26,208.89	14	1,151,000	1,124,791.11
319	Penalties and Interest								
10 10	Property Tax	50	.23	1	100	15.05	15	600	584.95
10 60	Occupational License	458	.00		916	900.35	98	5,500	4,599.65
10 61	Insurance	13	.00		26	.00		150	150.00
10 *	Taxes	521	.23		1,042	915.40	88	6,250	5,334.60
319	** Penalties and Interest	521	.23		1,042	915.40	88	6,250	5,334.60
310	*** Taxes	1,907,604	1,737,626.32		3,815,208	3,407,043.61		22,891,250	19,484,206.39
320	Licenses and Permits								
321	Business Licenses								
10 10	Alcoholic Beverages	2,208	250.00	11	4,416	250.00	6	26,500	26,250.00
10 60	Occupational	75,000	11,895.25	16	150,000	18,059.85	12	900,000	881,940.15
10 62	ROW Usage Lic	0	.00		0	.00		0	.00
10 65	Taxi Permits	0	.00		0	.00		0	.00
10 *	Business Licenses	77,208	12,145.25	16	154,416	18,309.85	12	926,500	908,190.15

PREPARED 09/19/2023, 15:05:01
PROGRAM: GM259L

City of West Monroe
REVENUE REPORT
17% OF YEAR LAPSED

PAC Item 15)

ACCOUNTING PERIOD 02/2024

City of West Monroe

FUND 001 General Fund			*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT	ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
20 10		Contractor Certificate	1,417	675.00	48	2,834	1,125.00	40	17,000	15,875.00
321 **		Business Licenses	78,625	12,820.25	16	157,250	19,434.85	12	943,500	924,065.15
322		Nonbusiness								
10 10		Building	6,417	4,260.00	66	12,834	26,524.00	207	77,000	50,476.00
10 20		Electrical	1,333	2,795.00	210	2,666	4,501.00	169	16,000	11,499.00
10 25		Plumbing	3,750	20,234.95	540	7,500	28,225.15	376	45,000	16,774.85
10 30		Gas	0	.00		0	.00		0	.00
10 35		Heat & Air	583	2,700.00	463	1,166	3,510.00	301	7,000	3,490.00
10 40		Mobile Home	13	.00		26	.00		150	150.00
10 *		Inspection Permits	12,096	29,989.95	248	24,192	62,760.15	259	145,150	82,389.85
20 10		House Moving	0	.00		0	.00		0	.00
20 15		Rental Inspection	0	.00		0	.00		0	.00
20 20		ROW Usage	292	750.00	257	584	750.00	128	3,500	2,750.00
20 *		Special Permits	292	750.00	257	584	750.00	128	3,500	2,750.00
322 **		Nonbusiness	12,388	30,739.95	248	24,776	63,510.15	256	148,650	85,139.85
320 ***		Licenses and Permits	91,013	43,560.20		182,026	82,945.00		1,092,150	1,009,205.00
330		Intergovernmental Revenue								
331		Federal Grants								
18 00		Section 8	18,750	.00		37,500	.00		225,000	225,000.00
21 00		FEMA	0	.00		0	.00		0	.00
22 00		Dept of Homeland Security	0	.00		0	.00		0	.00
40 00		Dept of Justice	0	.00		0	.00		0	.00
43 00		LA Comm Law Enf Adm CrmJS	0	.00		0	.00		0	.00
331 **		Federal Grants	18,750	.00		37,500	.00		225,000	225,000.00
332		Ouachita Parish								
10 00		Court Support	1,917	6,043.17	315	3,834	7,959.84	208	23,000	15,040.16
12 00		Workforce Development	0	.00		0	.00		0	.00
13 00		District Attorney	0	.00		0	.00		0	.00
332 **		Ouachita Parish	1,917	6,043.17	315	3,834	7,959.84	208	23,000	15,040.16
334		State Revenue								
11 00		State Revenue	0	.00		0	.00		0	.00
12 00		Dpt of Military Affairs	0	.00		0	.00		0	.00
14 00		LA Hwy Safety Commission	7,250	3,616.99	50	14,500	16,078.67	111	87,000	70,921.33
15 00		Office of Business Devel	0	.00		0	.00		0	.00
16 00		Homeland Secrty & Emg Prp	0	.00		0	.00		0	.00
17 00		LA Comm on Law Enfrcemnt	0	.00		0	.00		0	.00

PREPARED 09/19/2023, 15:05:01
PROGRAM: GM259L

City of West Monroe
REVENUE REPORT
17% OF YEAR LAPSED

PA Item 15)

ACCOUNTING PERIOD 02/2024

City of West Monroe

FUND 001 General Fund		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
21 00	Division of Administratio	0	.00		0	.00		0	.00
25 00	Culture Rec & Tourism	0	.00		0	.00		0	.00
29 00	DOTD	896	.00		1,792	.00		10,750	10,750.00
90 10	State Signal Light	1,867	.00		3,734	.00		22,400	22,400.00
90 12	Misc Rev	417	.00		834	.00		5,000	5,000.00
90 15	State Street Maint	1,542	.00		3,084	.00		18,500	18,500.00
90 25	2nd Injury Reinbursement	0	.00		0	.00		0	.00
90 *	Other State Rev	3,826	.00		7,652	.00		45,900	45,900.00
334 **	State Revenue	11,972	3,616.99	30	23,944	16,078.67	67	143,650	127,571.33
335	State Shared Revenues								
10 70	Beer Tax	1,667	.00		3,334	6,135.47	184	20,000	13,864.53
10 90	Fire Insurance 2%	8,333	85,585.70	1027	16,666	85,585.70	514	100,000	14,414.30
10 *	Taxes	10,000	85,585.70	856	20,000	91,721.17	459	120,000	28,278.83
335 **	State Shared Revenues	10,000	85,585.70	856	20,000	91,721.17	459	120,000	28,278.83
330 ***	Intergovernmental Revenue	42,639	95,245.86		85,278	115,759.68		511,650	395,890.32
340	Charges for Services								
341	General Government								
10 10	Cost of Court	0	.00		0	.00		0	.00
10 12	Marshal Revenue	0	.00		0	.00		0	.00
10 15	City Attorney Work Rev	1	.00		2	.00		13	13.00
10 *	Court	1	.00		2	.00		13	13.00
30 10	Zoning Fee	417	375.00	90	834	1,075.00	129	5,000	3,925.00
30 15	Vant Strct Reg Fee	0	.00		0	.00		0	.00
30 *	Zoning	417	375.00	90	834	1,075.00	129	5,000	3,925.00
50 10	Activity Revenue	0	.00		0	.00		0	.00
50 12	Misc Revenue	0	.00		0	.00		0	.00
50 14	Building Rent	0	.00		0	.00		0	.00
50 *	Community Development	0	.00		0	.00		0	.00
341 **	General Government	418	375.00	90	836	1,075.00	129	5,013	3,938.00
342	Public Safety								
10 10	Housing Prisoners Rev	0	.00		0	.00		0	.00
10 15	Misc Rev	0	.00		0	.00		0	.00
10 *	Jail Revenue	0	.00		0	.00		0	.00

PREPARED 09/19/2023, 15:05:01
PROGRAM: GM259L

City of West Monroe
REVENUE REPORT
17% OF YEAR LAPSED

PAQ Item 15)

ACCOUNTING PERIOD 02/2024

City of West Monroe

FUND 001 General Fund		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
15 10	Police Fees	608	290.00	48	1,216	572.00	47	7,300	6,728.00
15 12	Bonds & Surrency	1,250	1,425.00	114	2,500	2,255.00	90	15,000	12,745.00
15 13	Metro Reimbursement	2,917	.00		5,834	5,303.76	91	35,000	29,696.24
15 15	Miscellaneous Rev	333	.00		666	697.50	105	4,000	3,302.50
15 17	Property Owner's Serv Fee	0	.00		0	.00		0	.00
15 19	Drug Forfeiture Rev	500	.00		1,000	829.64	83	6,000	5,170.36
15 *	Police	5,608	1,715.00	31	11,216	9,657.90	86	67,300	57,642.10
20 10	Service Charge	417	60.00	14	834	60.00	7	5,000	4,940.00
342 **	Public Safety	6,025	1,775.00	30	12,050	9,717.90	81	72,300	62,582.10
343	Charges for Services								
10 00	Grass Cut	1,667	5,280.00	317	3,334	11,250.00	337	20,000	8,750.00
12 00	Demolition	1,250	.00		2,500	.00		15,000	15,000.00
14 05	CE Trash Removal	42	.00		84	.00		500	500.00
14 10	Express Trash Service	17	.00		34	.00		200	200.00
14 *	Trash Removeal	59	.00		118	.00		700	700.00
15 00	CE Structure Security	67	.00		134	2,200.00	1642	800	1,400.00-
16 00	Administration Fee	833	1,970.00	237	1,666	4,365.00	262	10,000	5,635.00
17 10	RAD Class	0	.00		0	.00		0	.00
343 **	Charges for Services	3,876	7,250.00	187	7,752	17,815.00	230	46,500	28,685.00
344	Sanitation								
10 30	Garbage	80,417	80,522.25	100	160,834	160,511.81	100	965,000	804,488.19
10 35	Excess Trash Rev	6,250	5,243.00	84	12,500	11,999.00	96	75,000	63,001.00
10 *	Utilities	86,667	85,765.25	99	173,334	172,510.81	100	1,040,000	867,489.19
344 **	Sanitation	86,667	85,765.25	99	173,334	172,510.81	100	1,040,000	867,489.19
345 50 10	Health & Safety Stray Animal Fee	0	.00		0	.00		0	.00
345 **	Health & Safety	0	.00		0	.00		0	.00
346	Community Development								
10 10	Activity Revenue	292	350.00	120	584	1,100.00	188	3,500	2,400.00
10 12	Misc Revenue	83	.00		166	.00		1,000	1,000.00
10 14	Program Revenue	8	49.00	613	16	49.00	306	100	51.00
10 16	Concession Revenue	0	.00		0	.00		0	.00
10 *	Community Center	383	399.00	104	766	1,149.00	150	4,600	3,451.00
346 **	Community Development	383	399.00	104	766	1,149.00	150	4,600	3,451.00

PREPARED 09/19/2023, 15:05:01
PROGRAM: GM259L

City of West Monroe
REVENUE REPORT
17% OF YEAR LAPSED

PAQ Item 15)

ACCOUNTING PERIOD 02/2024

City of West Monroe

FUND 001 General Fund		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
347	Culture & Recreation								
10 02	Entrance Fees	6,667	.00		13,334	.00		80,000	80,000.00
10 03	Season Pass	1,125	.00		2,250	.00		13,500	13,500.00
10 04	Lodge Rent Fees	0	.00		0	.00		0	.00
10 05	Dog Registration Fee	0	.00		0	.00		0	.00
10 06	Shelter Rent Fees	1,917	.00		3,834	50.00	1	23,000	22,950.00
10 08	Other Facility Rent Fees	250	.00		500	150.00	30	3,000	2,850.00
10 10	Concessions	142	180.35	127	284	581.67	205	1,700	1,118.33
10 90	Miscellaneous Revenue	267	.00		534	.00		3,200	3,200.00
10 *	Kiroli Park	10,368	180.35	2	20,736	781.67	4	124,400	123,618.33
13 10	Shelter Rent	0	.00		0	.00		0	.00
13 12	Misc Rev	0	.00		0	.00		0	.00
13 14	Activity Revenue	0	.00		0	.00		0	.00
13 *	Restoration Park	0	.00		0	.00		0	.00
15 10	BMX Track	0	.00		0	.00		0	.00
15 90	Miscellaneous Revenue	0	.00		0	.00		0	.00
15 *	Lazarre Park	0	.00		0	.00		0	.00
20 10	Facility Rent	583	1,520.00	261	1,166	1,920.00	165	7,000	5,080.00
20 11	Memberships	1,667	1,663.75	100	3,334	4,345.75	130	20,000	15,654.25
20 12	Concessions	758	151.44	20	1,516	627.44	41	9,100	8,472.56
20 15	Program Revenue	5,000	.00		10,000	65.00	1	60,000	59,935.00
20 16	Basketball Revenue	0	.00		0	.00		0	.00
20 *	Recreation Center	8,008	3,335.19	42	16,016	6,958.19	43	96,100	89,141.81
30 10	Membership Fee	0	.00		0	.00		0	.00
30 15	Booth Rental	833	2,250.00	270	1,666	3,975.00	239	10,000	6,025.00
30 20	Pea Sheller	333	1,878.00	564	666	3,549.00	533	4,000	451.00
30 21	Pecan Sheller	375	.00		750	.00		4,500	4,500.00
30 25	Freezer Rental	375	1,890.00	504	750	3,402.00	454	4,500	1,098.00
30 30	Misc Revenue	42	90.00	214	84	159.00	189	500	341.00
30 *	Farmer's Market	1,958	6,108.00	312	3,916	11,085.00	283	23,500	12,415.00
40 10	Non-Catered Event Income	0	.00		0	.00		0	.00
40 11	Equipment Rental	2,917	911.00	31	5,834	2,931.00	50	35,000	32,069.00
40 12	Concessions	667	67.00	10	1,334	67.00	5	8,000	7,933.00
40 13	Deposit Forfeiture	417	.00		834	.00		5,000	5,000.00
40 14	Catering	833	830.95	100	1,666	2,187.45	131	10,000	7,812.55
40 15	Interagency Promotion	125	206.43	165	250	206.43	83	1,500	1,293.57
40 16	Outside Caterer Fee	2,500	980.00	39	5,000	5,569.25	111	30,000	24,430.75
40 17	RV Space Rental	0	.00		0	.00		0	.00
40 18	Room Rental	7,083	2,075.00	29	14,166	6,775.00	48	85,000	78,225.00

PREPARED 09/19/2023, 15:05:01
PROGRAM: GM259L

City of West Monroe
REVENUE REPORT
17% OF YEAR LAPSED

PAQ Item 15)

ACCOUNTING PERIOD 02/2024

City of West Monroe

FUND 001 General Fund		***** CURRENT *****			***** YEAR-TO-DATE *****			ANNUAL	UNREALIZED
ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
40 19	Special Events	50	75.00	150	100	850.00	850	600	250.00-
40 20	Beverage Revenue	1,083	.00		2,166	.00		13,000	13,000.00
40 21	Catering IKE	0	.00		0	.00		0	.00
40 22	Other Rev	0	.00		0	.00		0	.00
40 23	Ticket Sales Cnv Cntr	0	.00		0	.00		0	.00
40 *	Convention Center	15,675	5,145.38	33	31,350	18,586.13	59	188,100	169,513.87
45 10	Equine Event Rental	11,667	10,450.00	90	23,334	13,950.00	60	140,000	126,050.00
45 11	Rental Forfeiture	50	.00		100	.00		600	600.00
45 12	Stall Rentals	15,833	32,280.00	204	31,666	33,530.00	106	190,000	156,470.00
45 13	Shavings Sales	17,500	10,240.00	59	35,000	10,800.00	31	210,000	199,200.00
45 14	Other Event Rental	8,333	1,650.00	20	16,666	4,050.00	24	100,000	95,950.00
45 16	RV Space Rental	10,417	12,110.00	116	20,834	13,100.00	63	125,000	111,900.00
45 17	Concessions	12,500	7,817.50	63	25,000	14,856.00	59	150,000	135,144.00
45 18	Equipment Rental	4,500	2,883.45	64	9,000	3,556.45	40	54,000	50,443.55
45 19	Interagency Promotion	125	.00		250	.00		1,500	1,500.00
45 20	General Parking Fee Rev	0	.00		0	.00		0	.00
45 21	Sponsorships	0	.00		0	.00		0	.00
45 22	Security	1,083	.00		2,166	.00		13,000	13,000.00
45 23	Ticket Sales - Ike	0	.00		0	.00		0	.00
45 24	Misc Rec - Ike	0	.00		0	.00		0	.00
45 25	Beverage Sales	167	1,303.00	780	334	1,416.00	424	2,000	584.00
45 *	Ike Hamilton Expo Center	82,175	78,733.95	96	164,350	95,258.45	58	986,100	890,841.55
347 **	Culture & Recreation	118,184	93,502.87	79	236,368	132,669.44	56	1,418,200	1,285,530.56
348	Public Works								
20 10	Street Cuts	50	.00		100	100.00	100	600	500.00
348 **	Public Works	50	.00		100	100.00	100	600	500.00
340 ***	Charges for Services	215,603	189,067.12		431,206	335,037.15		2,587,213	2,252,175.85
350	Fines								
351	Court Fines								
10 10	City Court Fines	19,167	14,741.46	77	38,334	29,518.43	77	230,000	200,481.57
10 12	General Court Costs	2,500	3,032.00	121	5,000	6,861.50	137	30,000	23,138.50
10 15	Parking Ticket Fines	0	.00		0	.00		0	.00
10 18	DWI Fines	2,533	2,699.16	107	5,066	14,835.96	293	30,400	15,564.04
10 20	DWI Special Cost	292	448.00	153	584	2,196.00	376	3,500	1,304.00
10 *	Court	24,492	20,920.62	85	48,984	53,411.89	109	293,900	240,488.11
351 **	Court Fines	24,492	20,920.62	85	48,984	53,411.89	109	293,900	240,488.11

PREPARED 09/19/2023, 15:05:01
PROGRAM: GM259L

City of West Monroe
REVENUE REPORT
17% OF YEAR LAPSED

PAQ Item 15)

ACCOUNTING PERIOD 02/2024

City of West Monroe

FUND 001 General Fund		ACCOUNT	*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT		DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
352	81 00	Fees								
		NSF Fee	0	.00		0	.00		0	.00
352	**	Fees	0	.00		0	.00		0	.00
350	***	Fines	24,492	20,920.62		48,984	53,411.89		293,900	240,488.11
360		Invstmnts,Rents,Contribut								
361		Investment Earnings								
	10 00	Interest Revenue	1,667	23,412.26	1405	3,334	36,218.85	1086	20,000	16,218.85-
	10 10	General Govt	0	.00		0	.00		0	.00
	10 15	Hasley Cemetary Trust	0	.00		0	.00		0	.00
	10 *	Interest Revenue	1,667	23,412.26	1405	3,334	36,218.85	1086	20,000	16,218.85-
361	**	Investment Earnings	1,667	23,412.26	1405	3,334	36,218.85	1086	20,000	16,218.85-
362		Rents and Royalties								
	10 00	Rent of Office Space	283	250.00	88	566	500.00	88	3,400	2,900.00
	20 10	Energy Lease Royalties	1,667	335.49	20	3,334	1,405.34	42	20,000	18,594.66
	30 10	Golf Course Rent	0	.00		0	.00		0	.00
	30 12	Ice Machine IKE	0	.00		0	.00		0	.00
	30 15	ATM	33	803.25	2434	66	803.25	1217	400	403.25-
	30 *	Leases	33	803.25	2434	66	803.25	1217	400	403.25-
362	**	Rents and Royalties	1,983	1,388.74	70	3,966	2,708.59	68	23,800	21,091.41
363		Escheats								
	10 00	Sales of Recyclables	1,100	568.29	52	2,200	980.75	45	13,200	12,219.25
363	**	Escheats	1,100	568.29	52	2,200	980.75	45	13,200	12,219.25
364		Contributions / Donations								
	10 00	Kirola Contributions	0	.00		0	.00		0	.00
	12 00	Expo Center Contributions	0	29.00		0	29.00		0	29.00-
	13 00	Community Development	0	.00		0	.00		0	.00
	30 00	Private Contributions	250	2,950.00	1180	500	3,546.81	709	3,000	546.81-
364	**	Contributions / Donations	250	2,979.00	1192	500	3,575.81	715	3,000	575.81-
360	***	Invstmnts,Rents,Contribut	5,000	28,348.29		10,000	43,484.00		60,000	16,516.00
390		Other Financing Sources								
391		Interfund Transfers In								
	12 00	Transfers In	0	.00		0	.00		0	.00
	13 00	86 Sales Tax Capital	0	.00		0	.00		0	.00

PREPARED 09/19/2023, 15:05:01
 PROGRAM: GM259L

City of West Monroe
 REVENUE REPORT
 17% OF YEAR LAPSED

PAGE Item 15)

ACCOUNTING PERIOD 02/2024

City of West Monroe

FUND 001 General Fund		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
18 00	Section 8 Fund	0	.00		0	.00		0	.00
19 00	Utility Enterprise Fund	0	.00		0	.00		0	.00
391 **	Interfund Transfers In	0	.00		0	.00		0	.00
392	Proceeds from Asset Disp								
10 00	Sale of Assets	41,667	565,308.62	1357	83,334	565,308.62	678	500,000	65,308.62-
20 00	Comp on Loss of Cap Asset	0	.00		0	.00		0	.00
392 **	Proceeds from Asset Disp	41,667	565,308.62	1357	83,334	565,308.62	678	500,000	65,308.62-
393	Gen Long Term Debt Issued								
10 00	General Obligation Bonds	0	.00		0	.00		0	.00
393 **	Gen Long Term Debt Issued	0	.00		0	.00		0	.00
394	Miscellaneous Revenue								
10 00	Other Misc Revenue	16,667	4,984.00	30	33,334	9,885.36	30	200,000	190,114.64
10 05	Unknown	167	.00		334	365.70	110	2,000	1,634.30
10 06	Credit Card Fee	0	313.60		0	676.30		0	676.30-
10 10	Re-Insurance Claims Rev	0	.00		0	.00		0	.00
10 12	Claims	0	.00		0	.00		0	.00
10 *	Other Misc Revenue	16,834	5,297.60	32	33,668	10,927.36	33	202,000	191,072.64
394 **	Miscellaneous Revenue	16,834	5,297.60	32	33,668	10,927.36	33	202,000	191,072.64
390 ***	Other Financing Sources	58,501	570,606.22		117,002	576,235.98		702,000	125,764.02
FUND TOTAL	General Fund	2,344,852	2,685,374.63		4,689,704	4,613,917.31		28,138,163	23,524,245.69
GRAND TOTAL		2,344,852	2,685,374.63		4,689,704	4,613,917.31		28,138,163	23,524,245.69

PREPARED 09/19/2023, 15:04:22
PROGRAM: GM257U
City of West Monroe

2024 TRIAL BALANCE
AS OF 08/31/2023

ACCOUNTING PERIOD 02/2024 PA Item 15)

FUND 001 General Fund		DEBIT	CREDIT
ACCOUNT	ACCOUNT DESCRIPTION	BALANCE	BALANCE
101 01 00	Cash / Operating Cash	11,855,596.27	
101 04 00	Cash / Old General Fund Cash	.00	
101 11 00	Cash / 86 Sales Tax Account	.00	
101 20 00	Cash / Investment in LAMP	2,484,158.50	
102 10 00	Cash with Fiscal Agent / Crawford & Company	.00	
102 20 10	Petty Cash / Cash Boxes	17,105.00	
103 10 00	Current Investments / Reserve Cash	.00	
105 00 00	Current Assets / Property Tax Receivable	.00	
111 00 00	Current Assets / Tax Lien Receivable	.00	
115 00 00	Current Assets / Accounts Receivable	152,503.32	
115 10 10	Utility Billing / Utility	67,675.55	
115 12 00	Accounts Receivable / Billed Services	5,780.84	
115 20 10	Code Enforcement / Code Enforcement	63,565.88	
115 25 10	Building Permits / Building Permits	6,553.00	
115 30 10	Parks & Recreation / KIROLI Park	1,002.00	
115 35 10	Cultural & Recreation / Convention Center	248.18	
115 35 15	Cultural & Recreation / Expo Center	.00	
115 40 10	Due From Employees / Insurance Premiums	2,673.43	
115 40 15	Due From Employees / Payroll Levy	.00	
115 40 20	Due From Employees / Travel Advances	1,990.48	
115 40 25	Due From Employees / Advance Checks	.00	
115 45 10	Special Details / Police Details	34,152.98	
115 50 10	NSF Checks / NSF	1,107.00	
115 70 10	Due From Other Entities / Golf Course	.00	
115 70 15	Due From Other Entities / Georgia Pacific	.00	
115 70 20	Due From Other Entities / Riverwood	.00	

PREPARED 09/19/2023, 15:04:22
PROGRAM: GM257U
City of West Monroe

2024 TRIAL BALANCE
AS OF 08/31/2023

ACCOUNTING PERIOD 02/2024

Item 15)

FUND 001 General Fund		DEBIT	CREDIT
ACCOUNT	ACCOUNT DESCRIPTION	BALANCE	BALANCE
115 80 00	Accounts Receivable / Due from Other Entities	.00	
115 80 10	Due from Other Entities / Energy Lease	.00	
115 80 11	Due from Other Entities / Cable Franchise Fee		36,095.04
115 80 12	Due from Other Entities / Due from Art Council	.00	
115 80 13	Due from Other Entities / WPS Building Lease Receiv	106,335.00	
115 80 15	Due from Other Entities / Marshal's Office	.00	
115 80 16	Due from Other Entities / WM City Court	8,623.74	
115 80 17	Due from Other Entities / WOPT	4,720.00	
115 80 30	Due from Other Entities / ATMOS Gas	.00	
115 80 35	Due from Other Entities / Entergy	.00	
126 10 00	Due From Other Govts / State	.00	
126 10 15	State / Mosquito Abatement	.00	
126 12 00	Due From Other Govts / Ouachita Parish	.00	
126 14 10	City of Monroe / Sales Tax	1,632,918.96	
126 14 11	City of Monroe / Automobile Rental Tax	.00	
126 15 00	Due From Other Govts / Federal Govt	.00	
126 15 10	Federal Govt / FEMA	.00	
126 15 12	Federal Govt / IRS	.00	
126 15 17	Federal Govt / Dept of Justice	.00	
130 60 10	Due From Other Funds / Utility Enterprise Fund	.00	
130 60 11	Due From Other Funds / Street Maintenance Fund	.00	
130 60 12	Due From Other Funds / WOSC Fund	.00	
130 60 13	Due From Other Funds / Workman's Comp Res Fd	.00	
130 60 14	Due From Other Funds / General Insurance Fund	.00	
130 60 15	Due From Other Funds / Grant Fund	.00	
130 60 16	Due From Other Funds / Sales Tax Fund	.00	

PREPARED 09/19/2023, 15:04:22
PROGRAM: GM257U
City of West Monroe

2024 TRIAL BALANCE
AS OF 08/31/2023

ACCOUNTING PERIOD 02/2024

Item 15)

FUND 001 General Fund		DEBIT	CREDIT
ACCOUNT	ACCOUNT DESCRIPTION	BALANCE	BALANCE
130 60 17	Due From Other Funds / Employee Health Ins Fund	.00	
130 60 19	Due From Other Funds / Capital Fund	326,713.00	
130 60 20	Due From Other Funds / Office of Motor Vehicles	.00	
130 60 21	Due From Other Funds / Sec 8 Housing Fund	265,384.53	
130 60 22	Due From Other Funds / Hasley 75%	.00	
130 60 23	Due From Other Funds / Hasley 25%	.00	
130 60 24	Due From Other Funds / Juvinile Justice Fund	.00	
130 60 25	Due From Other Funds / LCDBG Fund	.00	
130 60 26	Due From Other Funds / Detention Basin Fund	.00	
130 60 28	Due From Other Funds / OCOG	.00	
130 60 30	Due From Other Funds / BeardFest Fund	.00	
141 10 00	Inventories / Office Supplies	368.03	
141 15 00	Inventories / Parts	44,826.58	
141 20 00	Inventories / Food Inventory Conv Cntr	.00	
141 25 00	Inventories / Food Inventory Expo Cntr	.00	
143 10 10	Prepaid Services / Phone Cards	.00	
143 10 15	Prepaid Services / Advertising	.00	
151 10 00	Non-Current Assets / Investments	.00	
202 00 00	Current Liabilities / Vouchers/Accounts Payable		118,268.30
202 10 00	Vouchers/Accounts Payable / Accounts Payable General		.00
206 00 00	Current Liabilities / Retainage Payable		.00
207 10 40	Sales Tax Payable / Convention Center		534.39
207 10 41	Sales Tax Payable / Expo Center		.00
207 10 42	Sales Tax Payable / Golf Course		.00
207 10 43	Sales Tax Payable / KIROLI		.00
207 20 10	Due to State / Handicap Parking		.00

PREPARED 09/19/2023, 15:04:22
PROGRAM: GM257U
City of West Monroe

2024 TRIAL BALANCE
AS OF 08/31/2023

ACCOUNTING PERIOD 02/2024

Item 15)

FUND 001 General Fund			DEBIT	CREDIT
ACCOUNT	ACCOUNT	DESCRIPTION	BALANCE	BALANCE
207 20 11		Due to State / Due to State		.00
207 30 10		Due to Other Agencies / Cost of Court Distributn		53,888.30
207 30 12		Due to Other Agencies / OPOHSEP		.00
207 30 15		Due to Other Agencies / District Attorney		.00
207 30 16		Due to Other Agencies / 4TH Judicial Dist Court		.00
207 30 17		Due to Other Agencies / O.P.S.O		.00
207 30 19		Due to Other Agencies / Monroe Police Department		.00
207 30 20		Due to Other Agencies / OPSD Bond Premiums		.00
207 30 22		Due to Other Agencies / The Wellspring		.00
207 30 25		Due to Other Agencies / Metro Narcotics Unit		.00
207 30 48		Due to Other Agencies / City of Monroe		.00
207 40 10		Court Cost Distribution / Marshal Special Fund		.00
207 40 11		Court Cost Distribution / Court Special Fund		.00
207 40 12		Court Cost Distribution / Indigent Defender Board		.00
207 40 14		Court Cost Distribution / Crime Lab		.00
207 40 16		Court Cost Distribution / Crime Victim Fund		.00
207 40 18		Court Cost Distribution / Law Enf Trng Assistance		.00
207 40 20		Court Cost Distribution / CMIS / State Treasury		.00
207 40 22		Court Cost Distribution / Injury Trust Fund		.00
207 40 24		Court Cost Distribution / Crime Stoppers		.00
207 40 26		Court Cost Distribution / Restitution		.00
207 40 28		Court Cost Distribution / Pub Safety App. Tech		.00
207 40 30		Court Cost Distribution / ROC Due to Clerks		.00
207 40 32		Court Cost Distribution / Witness Fee		.00
207 40 34		Court Cost Distribution / Cash Bonds		.00
207 40 35		Court Cost Distribution / LA Supreme Court		.00

PREPARED 09/19/2023, 15:04:22
PROGRAM: GM257U
City of West Monroe

2024 TRIAL BALANCE
AS OF 08/31/2023

PA Item 15)
ACCOUNTING PERIOD 02/2024

FUND 001 General Fund			DEBIT	CREDIT
ACCOUNT	ACCOUNT	DESCRIPTION	BALANCE	BALANCE
207 41 10	Marshal Office Payables / Seizures and Forfeitures			.00
208 12 00	Due to Other Funds / Credit Union Fund			.00
208 13 00	Due to Other Funds / Grant Fund			.00
208 14 00	Due to Other Funds / Capital Projects Fund			.00
208 16 00	Due to Other Funds / Juvenile Justice Grnt Fd			.00
208 17 00	Due to Other Funds / Due to Capital Fund			135,541.00
208 20 00	Due to Other Funds / 2007 DFC Fund			.00
208 21 00	Due to Other Funds / O.C.O.G.			.00
217 10 10	Taxes Payable / Medicare/Social Security			.00
217 10 20	Taxes Payable / Federal Taxes			.00
217 10 30	Taxes Payable / State Taxes			.00
217 10 35	Taxes Payable / Unemployment Tax			.00
217 10 50	Taxes Payable / Property Tax			.00
217 20 10	Pensions Payable / MERS			.27
217 20 20	Pensions Payable / Police		1,056.71	
217 20 30	Pensions Payable / Fire			.00
217 20 40	Pensions Payable / Judge		39.21	
217 30 10	Deferred Compensation / PEBSCO			.00
217 30 20	Deferred Compensation / VALIC			.00
217 35 10	HSA Contributions / UMB			.00
217 40 05	Insurances Payable / Voluntary Life AD&D			256.89
217 40 10	Insurances Payable / Health			.00
217 40 15	Insurances Payable / Critical Illness		8.87	
217 40 16	Insurances Payable / Group Life Insurance			459.75
217 40 17	Insurances Payable / Long Term Disability			849.72
217 40 18	Insurances Payable / Short Term Disability			305.42

PREPARED 09/19/2023, 15:04:22
PROGRAM: GM257U
City of West Monroe

2024 TRIAL BALANCE
AS OF 08/31/2023

ACCOUNTING PERIOD 02/2024

Item 15)

FUND 001 General Fund			DEBIT	CREDIT
ACCOUNT	ACCOUNT	DESCRIPTION	BALANCE	BALANCE
217 40 20	Insurances Payable /	Accident Insurance		.00
217 40 25	Insurances Payable /	Gap Insurance		.00
217 40 30	Insurances Payable /	National Teachers		.00
217 40 35	Insurances Payable /	UNUM Life & Critical Care		.00
217 40 40	Insurances Payable /	Vision	184.24	
217 40 45	Insurances Payable /	US Legal		.00
217 40 50	Insurances Payable /	Dental	2,405.07	
217 40 55	Insurances Payable /	Prepaid Legal		.00
217 40 56	Insurances Payable /	Cancer		.00
217 40 57	Insurances Payable /	AFLAC	6.17	
217 40 58	Insurances Payable /	Met Life Dental		.00
217 40 59	Insurances Payable /	Met Life Insurance		1,893.99
217 40 60	Insurances Payable /	Brokers National		.00
217 40 61	Insurances Payable /	Assurity		.00
217 50 10	Charities Payable /	United Way		.00
217 60 10	Other Deductions /	Bankruptcy		.00
217 60 15	Other Deductions /	Judgements		.00
217 60 20	Other Deductions /	Fitness Mem Payable	1,318.67	
217 60 50	Other Deductions /	Credit Union		.00
217 70 10	Union Dues /	Fire Union		.00
217 70 20	Union Dues /	Police Association		.00
217 70 25	Union Dues /	Police Union		.00
217 70 30	Union Dues /	MPOA/LPOA Relief		.03
218 01 00	Payroll Liabilities /	Accrual Offset		.00
218 02 00	Payroll Liabilities /	Salaries Payable		.00
222 10 00	Gratuities /	WMCC Gratuities		.00

PREPARED 09/19/2023, 15:04:22
PROGRAM: GM257U
City of West Monroe

2024 TRIAL BALANCE
AS OF 08/31/2023

PA Item 15)
ACCOUNTING PERIOD 02/2024

FUND 001 General Fund		DEBIT	CREDIT
ACCOUNT	ACCOUNT DESCRIPTION	BALANCE	BALANCE
223 10 00	Deferred Revenue / Overpayments		160,418.15
223 12 00	Deferred Revenue / Deferred Rent Income		.00
223 15 00	Deferred Revenue / Property Tax Redemptions		.00
223 20 00	Deferred Revenue / Property Tax		.00
227 10 10	Collection Fee Pay / Archon		.00
228 20 10	Building Inspection / Contractor's Deposits		37,572.00
228 30 10	Customer Deposits / Kiroli Park		.00
228 30 15	Customer Deposits / Recreation Center		.00
228 30 20	Customer Deposits / Convention Center		16,062.00
228 30 25	Customer Deposits / Expo Center		9,100.00
239 50 00	Other Non-Current Liab / Prpty Tax Under Protest		.00
239 60 10	Unearned Income / DF Lease		.00
242 10 00	Fund Equitiy / Revenue Control Account		4,613,917.31
242 20 00	Fund Equitiy / Expenditure Cntrl Summary	3,613,767.30	
243 00 00	Fund Equity / Encumbrance Control	28,501.52	
244 00 00	Fund Equity / Reserve for Encumbrances		28,501.52
250 00 00	Fund Equity / Pr Yr Res for Encumbrance		197,660.93
253 10 00	Fund Balance / Unreserved Fund Balance		15,319,965.02
	FUND TOTALS	20,731,290.03	20,731,290.03
	FUND IS IN BALANCE		

City of West Monroe

FUND 901 Utility Enterprise Fund									
ACCOUNT	DESCRIPTION	***** ESTIMATED	CURRENT ACTUAL	***** %REV	***** ESTIMATED	YEAR-TO-DATE ACTUAL	***** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	Charges for Services								
344	Sanitation								
10 15	Sewer	90,860	114,901.74	127	181,720	198,045.49	109	1,090,320	892,274.51
10 20	Sewer Line Services	0	.00		0	.00		0	.00
10 35	Excess Trash Rev	0	.00		0	.00		0	.00
10 *	Utilities	90,860	114,901.74	127	181,720	198,045.49	109	1,090,320	892,274.51
15 10	Sewer Dist 5	111,060	50,324.37	45	222,120	313,298.19	141	1,332,725	1,019,426.81
344 **	Sanitation	201,920	165,226.11	82	403,840	511,343.68	127	2,423,045	1,911,701.32
348	Public Works								
10 10	Water	192,150	259,775.79	135	384,300	436,010.00	114	2,305,800	1,869,790.00
10 20	Treatment Plant	147,008	197,153.34	134	294,016	330,588.09	112	1,764,100	1,433,511.91
10 25	Penalty	14,500	3,402.09	24	29,000	16,012.39	55	174,000	157,987.61
10 50	Taps	0	.00		0	.00		0	.00
10 *	Utilities	353,658	460,331.22	130	707,316	782,610.48	111	4,243,900	3,461,289.52
348 **	Public Works	353,658	460,331.22	130	707,316	782,610.48	111	4,243,900	3,461,289.52
340 ***	Charges for Services	555,578	625,557.33		1,111,156	1,293,954.16		6,666,945	5,372,990.84
350	Fines								
352	Fees								
81 00	NSF Fee	0	.00		0	.00		0	.00
352 **	Fees	0	.00		0	.00		0	.00
350 ***	Fines	0	.00		0	.00		0	.00
360	Invstmnts,Rents,Contribut								
361	Investment Earnings								
10 00	Interest Revenue	0	.00		0	.00		0	.00
361 **	Investment Earnings	0	.00		0	.00		0	.00
360 ***	Invstmnts,Rents,Contribut	0	.00		0	.00		0	.00
390	Other Financing Sources								
391	Interfund Transfers In								
12 00	Transfers In	0	.00		0	.00		0	.00
391 **	Interfund Transfers In	0	.00		0	.00		0	.00
392	Proceeds from Asset Disp								
10 00	Sale of Assets	0	.00		0	.00		0	.00
392 **	Proceeds from Asset Disp	0	.00		0	.00		0	.00

PREPARED 09/19/2023, 15:05:09
PROGRAM: GM259L

City of West Monroe
REVENUE REPORT
17% OF YEAR LAPSED

PA Item 15)

ACCOUNTING PERIOD 02/2024

City of West Monroe

FUND 901 Utility Enterprise Fund		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
393	10 00 Gen Long Term Debt Issued	0	.00		0	.00		0	.00
	General Obligation Bonds								
393	** Gen Long Term Debt Issued	0	.00		0	.00		0	.00
394	10 00 Miscellaneous Revenue	167	300.00	180	334	450.00	135	2,000	1,550.00
	Other Misc Revenue								
394	** Miscellaneous Revenue	167	300.00	180	334	450.00	135	2,000	1,550.00
390	*** Other Financing Sources	167	300.00		334	450.00		2,000	1,550.00
FUND TOTAL Utility Enterprise Fund		555,745	625,857.33		1,111,490	1,294,404.16		6,668,945	5,374,540.84
GRAND TOTAL		555,745	625,857.33		1,111,490	1,294,404.16		6,668,945	5,374,540.84

PREPARED 09/19/2023, 15:04:33
PROGRAM: GM257U
City of West Monroe

2024 TRIAL BALANCE
AS OF 08/31/2023

PA Item 15)
ACCOUNTING PERIOD 02/2024

FUND 901 Utility Enterprise Fund		DEBIT	CREDIT
ACCOUNT	ACCOUNT DESCRIPTION	BALANCE	BALANCE
101 01 00	Cash / Operating Cash		243,200.29
115 10 10	Utility Billing / Utility	1,672,420.19	
115 12 00	Accounts Receivable / Billed Services	9,717.00	
115 40 20	Due From Employees / Travel Advances		284.00
115 50 10	NSF Checks / NSF	.00	
115 70 15	Due From Other Entities / Georgia Pacific	.00	
115 70 20	Due From Other Entities / Riverwood	12,125.00	
116 10 00	Allowance for Uncollectab / Utility Billing		770,911.31
126 12 10	Ouachita Parish / Sewer Dist #5	17.40	
130 60 18	Due From Other Funds / City General Fund	.00	
149 10 00	Deferred Charges / Net Pension Liability	756,572.79	
151 10 00	Non-Current Assets / Investments	.00	
161 00 00	Fixed Assets / Land	74,150.00	
162 00 00	Fixed Assets / Infrastructure	52,683,255.00	
162 10 00	Infrastructure / Accumulated Depreciation		29,606,046.94
163 00 00	Fixed Assets / Building	73,435.92	
163 10 00	Building / Accumulated Depreciation		73,434.75
164 00 00	Fixed Assets / Imp Other Than Buildings	.00	
164 10 00	Imp Other Than Buildings / Accumulated Depreciation	.00	
165 00 00	Fixed Assets / Machinery & Equipment	2,003,006.28	
165 10 00	Machinery & Equipment / Accumulated Depreciation		1,800,461.26
166 00 00	Fixed Assets / Construction in Progress	.00	
202 00 00	Current Liabilities / Vouchers/Accounts Payable		1,102.50
202 10 00	Vouchers/Accounts Payable / Accounts Payable General		.00
206 00 00	Current Liabilities / Retainage Payable		.00
207 10 35	Sales Tax Payable / Water		23,675.59

PREPARED 09/19/2023, 15:04:33
PROGRAM: GM257U
City of West Monroe

2024 TRIAL BALANCE
AS OF 08/31/2023

Item 15)
ACCOUNTING PERIOD 02/2024

FUND 901 Utility Enterprise Fund		DEBIT	CREDIT
ACCOUNT	ACCOUNT DESCRIPTION	BALANCE	BALANCE
208 11 00	Due to Other Funds / City General Fund		.00
208 23 00	Due to Other Funds / 2010 DEQ SRB Sinking Fund		.00
208 24 00	Due to Other Funds / 2010 DEQ SRB Reserve Fund		.00
208 25 00	Due to Other Funds / 2010 DEQ SRB Cap Add & Cn		654,000.00
217 10 35	Taxes Payable / Unemployment Tax		.00
218 01 00	Payroll Liabilities / Accrual Offset		.00
218 02 00	Payroll Liabilities / Salaries Payable		.00
218 03 00	Payroll Liabilities / Accrued VAC/SIC		193,253.68
223 10 00	Deferred Revenue / Overpayments		450.00
223 11 00	Deferred Revenue / Net Pension Liability		1,640,158.79
228 10 10	Utilities / Water		224,128.39
238 10 00	Net Pension Obligation / MERS		2,747,544.12
242 10 00	Fund Equity / Revenue Control Account		1,294,404.16
242 20 00	Fund Equity / Expenditure Cntrl Summary	1,018,737.09	
243 00 00	Fund Equity / Encumbrance Control	46,273.34	
244 00 00	Fund Equity / Reserve for Encumbrances		46,273.34
250 00 00	Fund Equity / Pr Yr Res for Encumbrance		42,545.87
254 10 00	Retained Earnings / Unreserved Retnd Earnings	31,003,889.78	
261 10 00	Invested in Capital Assts / Contributed Capital		49,991,724.80
FUND TOTALS		89,353,599.79	89,353,599.79
FUND IS IN BALANCE			



Fire Incident Summary Report



Item 16)

Print Date/Time: 09/18/2023 09:48
Login ID: csimmons
Station:
Incident Type(s): All

From Date: 08/01/2023
To Date: 08/31/2023
Location: All

West Monroe Fire Department
FDID Number: 37020

General Information

Total Number of Calls	Fire: 17	EMS: 143	Unknown: 0	All: 271
Average Calls per Day	Fire: 0.57	EMS: 4.77	All: 9.03	
Total Number of Arson Calls	All: 3			
Estimated Dollar Loss	Fire: \$182,700.00	Other: \$0.00	All: \$182,700.00	Arson: \$0.00
Estimated Value	Fire: \$522,200.00	Other: \$0.00	All: \$522,200.00	Arson: \$0.00
Percentage Saved	Fire: 6,500.00%	Other: 0.00%	All: 6,500.00%	Arson: 0.00%
Total Injuries	Fire Service: 0	Civilian Fire: 0	EMS: 0	Arson: 0
Total Fatalities	Fire Service: 0	Civilian Fire: 0	Arson: 0	
Total Apparatus Responses	All: 710			
Average Responses per Day	All: 9.03			
Average Apparatus per Call	Fire: 3.82	EMS: 2.36	All: 2.62	
Average Turnout Time	All: 00:01:00			
Average Response Time	All: 00:04:33			
Average Contain Time	All: 00:49:14			
Average Total Time	All: 00:18:23			
Average Personnel per Call	Fire: 6.88	EMS: 3.98	All: 4.65	
Total Aid Given Calls	All: 0			
Total Aid Received Calls	All: 0			