



Notice of:

BOARD OF ALDERMEN REGULAR MEETING

Tuesday, November 4, 2025 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 October 21, 2025 Regular Council Meeting.

Recognitions/Presentations

Mayor's Review

Community Announcements

ADMINISTRATION/FINANCE

- [2\)](#) **Ordinance** to authorize acceptance of a proposal from Frye Magee, LLC for Environmental Review services (\$23,000) (relates to the Homeowner Rehabilitation Program and the Homebuyer Assistance Program for the Make-a-Difference (MAD) grant).

BUILDING AND DEVELOPMENT

LEGAL

- [3\)](#) **Ordinance** to authorize an Agreement To Purchase and Sell for the sale of certain immovable property to Ouachita Group, LLC (\$30,000 for a portion of the Natchitoches St right of way for development as office parking).
- [4\)](#) **INTRODUCE** Ordinance to declare certain immovable property to be surplus (a portion of the Natchitoches St right of way), and to be sold for \$30,000 to Ouachita Group, LLC for development as office parking.
- [5\)](#) **PUBLIC HEARING** on the proposed expansion to the boundaries of the West Monroe Economic Development District, State of Louisiana, and the levy of a sales tax and a hotel occupancy tax within the expanded area of the District.

Ordinance to authorize the expansion of the boundaries of the West Monroe Economic Development District, State of Louisiana; extending the levy of a sales tax and a hotel occupancy tax within the expanded area of the District; and providing for other matters in connection therewith.

PUBLIC WORKS

COMMUNITY SERVICES

PARKS AND RECREATION

- 6) **Motion to add to the Agenda** an Ordinance to authorize execution of a Cooperative Endeavor Agreement with the State of Louisiana Department of Agriculture and Forestry on behalf of the Louisiana Equine Promotion and Research Board for a grant benefiting the Ike Hamilton Expo Center (\$21,000 for 2 John Deere Gator TX Golf Carts).
- 7) **Ordinance** to authorize execution of a Cooperative Endeavor Agreement with the State of Louisiana Department of Agriculture and Forestry on behalf of the Louisiana Equine Promotion and Research Board for a grant benefiting the Ike Hamilton Expo Center (\$21,000 for 2 John Deere Gator TX Golf Carts).

POLICE/FIRE

WMFD

WMPD

ENGINEERING/CONSTRUCTION PROJECTS

- 8) New Black Bayou Stormwater Pumping Station - City Project #000228

Ordinance to authorize the modification of the existing agreement for grant administration services with Grant Support, LLC to also include a required addendum providing Compliance Provisions for CDBG-DR Rider For Professional Services Contracts.

- 9) Well #10 GAC Replacement - CWEF FY23-24, State Project #2324-CWEF-OCH-0401, City Project #000230

Ordinance to authorize the execution of a contract with the Louisiana Division of Administration relating to the receipt of \$46,667.00 in CWEF funding from FY 2023-2024 State Appropriated Funds for use for Potable Water Improvements.

- 10) New Drago Street Sanitary Sewer Force Main (South 11th) - FY23-24 LGAP, State Project #2324-OCH-0401, City Project #000200

Ordinance to authorize the execution of a contract with the Louisiana Division of Administration relating to the receipt of \$30,000.00 in LGAP funding from FY 2023-2024 State Appropriated Funds for use for Sewer Improvements.

- 11) Sunshine Heights Drainage Improvements - State Project #50-MV2-22-02, City Project #C22024

Authorize Change Order No. 3 for Kepper Trucking & Dirt Contracting, LLC (+ \$9,402.63, + 14 days).

- 12) New Drago Street Sanitary Sewer Lift Station - State Project #50-MV2-21-01, City Project #000180

Authorize Change Order No. 1 (+ \$160,714.82, + 0 days) with Don M. Barron Contractor, Inc.

- 13) North 7th Street Bicycle/Pedestrian Path (Arkansas Road to Otis Street) - City Project #000121

Authorize Change Order No. 3 (+ \$1,225.20; + 0 days) with CW&W Contractors, Inc.

- 14) North 7th Street Bicycle/Pedestrian Path (Arkansas Road to Otis Street) City Project #000121

Authorize Certificate of Substantial Completion with CW&W Contractors, Inc.

- 15) **Resolution** to approve the City of West Monroe Sanitary Sewer System Risk and Resilience Assessment.

16) Project Updates

Jonathan Kaufman, City Project Manager, Director of Building & Development

PUBLIC COMMENTS/OTHER BUSINESS

ADJOURN

To view a live broadcast of this meeting, go to: <https://www.youtube.com/@CityofWestMonroe/live>

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



BOARD OF ALDERMEN REGULAR MEETING
Tuesday, October 21, 2025 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
Thom Hamilton
Rodney Welch
Ben Westerburg

The meeting was opened with prayer and the Pledge of Allegiance.

Motion to Approve Minutes

Motion to approve the Minutes of the October 7, 2025 Regular Council Meeting.

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

BUILDING AND DEVELOPMENT

Ordinance 5533: Ordinance to amend Sec. 12-7038 of the Code of Ordinances to impose a fee in order to apply to the West Monroe Historic Preservation Commission for a certificate of appropriateness, but excluding pre-approved actions under Sec. 12-7039. (Tabled at October 7 meeting)

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

ENGINEERING/CONSTRUCTION PROJECTS

FY26-27 Capital Outlay Requests

Resolution 869: Resolution to authorize and support the submission of certain FY 26-27 Capital Outlay Projects to the 2026 Legislature of the State of Louisiana.

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

Constitution Drive Improvements to a Commercial Parkway - State Project #DRA LA-7332, City Project #000311

Authorize Change Order No. 1 (-251,044.53, + 0 days) with Amethyst Construction, Inc.

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

Constitution Drive Improvements to a Commercial Parkway - State Project #DRA LA-7332, City Project #000311

Authorize Certificate of Substantial Completion with Amethyst Construction, Inc.

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

Sunshine Heights Drainage Improvements - State Project #50-MV2-22-02, City Project #C22024

Authorize Change Order No. 2 for Kepper Trucking & Dirt Contracting, LLC (+ \$34,120.26, + 0 days).

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

Project Updates


Jonathan Kaufman, City Project Manager, Director of Building & Development presented the City Council with project updates for transportation, drainage, and more.

ADJOURN

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

ATTEST:

APPROVED:


ANDREA PATE
CITY CLERK


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 A CONSULTING SERVICES AGREEMENT WITH FRYE MAGEE LLC, TO PROVIDE CERTAIN NEEDED ENVIRONMENTAL REVIEW RECORD SERVICES RELATED TO THE FY2024 LOUISIANA COMMUNITY DEVELOPMENT BLOCK GRANT (LCDBG) MAKE A DIFFERENCE (MAD) GRANT; 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, Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to accept and execute on behalf of the City of West Monroe, Louisiana, the proposal by FRYE MAGEE, LLC to provide certain environmental review services with relating to the FY2024 Louisiana Community Development Block Grant (LCDBG) Make a Difference (MAD) grant program, with a copy of that proposed contract 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, Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized to take any and all actions and to execute any and all further documents she deems either necessary or proper to negotiate, prepare, execute and carry out the activities arising out of the contract described above according to its terms and intent, including but not limited to such negotiations and modifications as she determines appropriate regarding the terms and conditions of the engagement and the nature of the services performed.

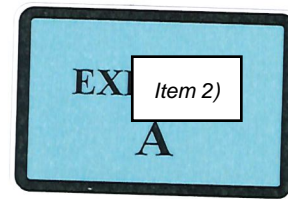
The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea or nay vote, this 4th day of November, 2025, the final vote being as follows:

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

APPROVED THIS 4TH DAY OF
NOVEMBER, 2025

ANDREA PATE, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

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



October 22, 2025

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

RE: City of West Monroe
LCDBG – MAD program
Environmental Review Record (ERR)

Dear Mr. Wilson:

We are grateful for the opportunity to submit this quote to assist the City with environmental review services associated with the MAD Program. Frye Magee, LLC and Waxmans III have administered Louisiana Community Development Block Grant (LCDBG) programs for municipal and parish governments throughout Louisiana and is well versed in preparing ERRs for all types of eligible LCDBG projects. Frye Magee and Waxman III will work together to provide the required ERR services.

Project Understanding

Based on our your request, the following activities are proposed for the City's MAD Program. It is our understanding (1) ERR for infrastructure improvements, (1) Tier-1 ERR for Homeowner Rehab, and an unknown number of Tier-2 reviews for Homeowner Rehab.

1. Infrastructure improvements- The city will use funds to purchase playground equipment and develop a baseball/softball field at Gator Park.
2. Homeowner rehab - A Tier 1 ERR will be required for the entire city. The city will open applications for homeowner rehab assistance. An individual Tier 2 – property specific – will be required for each program approved property.

Scope of Services

Frye Magee proposes to provide the following services related to the ERRs:

1. Prepare all necessary maps, narratives, and solicitation letters to the required jurisdictional agencies for each ERR.
2. Identify to the City the necessary services required to complete the ERRs.

3. Prepare and submit each ERR to the Office of Community Development (OCD), consisting of completing all required maps, checklists, memos, and documents for OCD's review.
4. Prepare and submit all necessary ERR revisions requested by OCD.
5. Prepare and submit the required FONSI/RFROF documents to OCD.

Contract Terms

The proposed compensation for services included in this agreement is as follows:

Infrastructure ERR	Lump Sum	\$7,000
Homeowner Rehab Tier-1	Lump Sum	\$13,000
Homeowner Rehab Tier-2	Per Task	\$3,000

The total compensation for each task shall not be exceeded without prior written approval by the City. This compensation includes all direct and indirect expenses associated with this service. The compensation does not include the costs of any advertisements required for the ERR. All advertising costs will be paid by the City directly to the newspaper. Payment of invoices submitted by Frye Magee for this service will be made within 30 days of receipt.

The estimated timeline for completion and submittal of the Infrastructure ERR and the Homeowner Teir-1 ERR is **120 days** from execution of this agreement. The estimated timeline for completion of each Homeowner Rehab Tier-2 ERR is **90 days** from the City's Notice-to-proceed.

If this proposal is acceptable for the City, please execute where indicated below for this proposal to represent the services agreement.

This Agreement is hereby made between Frye Magee, LLC and the City of West Monroe, Louisiana.

Frye Magee, LLC

City of West Monroe

By: 
Thomas Magee, Managing Member

By: _____
Staci Albritton Mitchell, Mayor

Date: 10-22-25

Date: _____

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 TO PURCHASE AND SELL LAND” PENDING FINAL AUTHORIZATION TO SELL CERTAIN DESCRIBED IMMOVABLE PROPERTY WHICH IS NOT NEEDED FOR ANY PUBLIC PURPOSE BY THE CITY OF WEST MONROE, LOUISIANA TO OUACHITA GROUP, LLC OR ITS AUTHORIZED SUCCESSORS OR ASSIGNS, FOR THE CASH SUM OF \$30,000.00, AND SUBJECT TO CERTAIN TERMS AND CONDITIONS; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the City of West Monroe, Louisiana, owns certain immovable property which is not needed for public purposes, and

WHEREAS, the price offered, and the terms and conditions provided for the purchase of that property is fair and reasonable, and the sale and planned development of that immovable property will be beneficial to the City of West Monroe and its residents; and

WHEREAS, the purchaser has requested that the City enter into an “Agreement to Purchase and Sell Land” in order to evidence the City’s commitment to this project and to allow the purchaser ample time to complete plans and to make provisions for financing the portion of the project involving this purchase.

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, Louisiana (“CITY”) hereby declares its commitment to proceeding to obtain authorization to sell certain immovable property which is not needed for any public purpose by the City of West Monroe, Louisiana, which property is more particularly described as follows, to-wit:

see attached Exhibit “A”

to Ouachita Group, LLC, or its approved successors or assigns (“BUYER”) for and in consideration of the cash sum of THIRTY THOUSAND AND NO/100 (\$30,000.00) DOLLARS, subject to various terms and conditions as more particularly set forth in that 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, as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to enter into an “Agreement To

Purchase And Sell Land” which reflects those terms and provisions set forth above, a copy of which is attached as Exhibit “B”.

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, as Mayor of the City of West Monroe, Louisiana, she is hereby further authorized to take any other action or execute any and all other documents or impose any and all other terms and conditions deemed by her either necessary or appropriate on the transfer of the above described immovable property, including but not limited to terms and provisions, whether included in the deed or in an unrecorded supplemental agreement, that limits the nature of the future activities, that requires the development to be initiated within a certain time and/or pursued in a commercially reasonable manner through to completion by a certain date, together with any and all such other requirements and provisions as she deems appropriate.

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 4th day of November, 2025, the final vote being as follows:

YEA: _____

NAY: _____

NOTVOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 4TH DAY OF
NOVEMBER, 2025

ANDREA PATE, CITY CLERK
CITY OF WEST MONROE,
STATE OF LOUISIANA

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

Date: October 27, 2025

AGREEMENT TO PURCHASE AND SELL LAND

The undersigned Purchaser (Ouachita Group, LLC) agrees to buy and the undersigned Seller (City of West Monroe) agrees to sell the Subject Property upon the terms and conditions stated below.

SUBJECT PROPERTY. That certain parcel of property containing 3,826 sq. ft., more or less, currently a portion of the right-of-way of Natchitoches Street, which shall be subject to the reservation of a servitude which is ten feet (10') in width along Commerce Street for the possible future construction of a sidewalk

LEGAL DESCRIPTION OF SUBJECT PROPERTY. See attached Exhibit "A". A survey or drawing will also be attached which reflects the reserved servitude.

SALE PRICE. Thirty thousand and no/100 dollars (\$30,000.00), but this transaction shall be subject to Seller obtaining an appraisal equal to or less than sales price.

DUE DILIGENCE. The Purchaser waives all inspections related to the Subject Property and will not be entitled to a reduction of the purchase price due to property condition.

REQUIREMENTS OF SALE. As a part of the construction/renovation of the building at 200 Commerce Street, Purchaser will construct no less than nine (9) hard surface parking places in accordance with the usual construction standards of the City of West Monroe for hard surface parking areas (including construction inspections and striping). These parking spaces shall be freely available for use as public parking outside of normal business hours (established as 7:00am to 6:00pm Monday to Friday, excluding holidays), and the City of West Monroe will retain the right to enforce this provision. This provision will not be contained in the Deed but will be provided in a separate agreement, and shall be applicable to Purchaser, its successors and assigns.

CONDITION OF PROPERTY. Purchaser and Seller agree and stipulate that the property is being sold and purchased without warranty and subject to all rights-of-way, easements and servitudes, visible, apparent, or of record in an "AS-IS" condition and Purchaser waives any and all rights to Redhibition including a return of all or part of the purchase price. This waiver applies with respect to all defects, whether apparent or latent, visible or not and regardless of whether Purchaser is presently aware of such defects. Purchaser acknowledges Seller or Seller's representatives have made no warranties as to any matter, including merchantability, quantity or quality of the property, or fitness for intended or ordinary use. Purchaser hereby waives any and all rights Purchaser may have in connection therewith. Purchaser understands the meaning and significance of this provision.

PRORATION. Purchaser shall pay any and all ad valorem property taxes for 2025.

CHANGES DURING TRANSACTION. During the pendency of this transaction, Seller agrees that no new leases or agreements will be entered into, and no substantial alterations or repairs will be made or undertaken which affect the Subject Property without written consent of the Purchaser.

MINERAL RIGHTS. Seller shall reserve 100% of the mineral rights and/or royalty interest, if any, currently owned by Seller. The deed shall contain the following provision – *"CITY reserves and excludes from this conveyance any and all right, title and interest in and to any and all oil, gas and other minerals in, on or under the property, all of such interests being expressly reserved by CITY without any warranty whatsoever from or by BUYER; provided, however, that CITY expressly waives any and all surface rights in and to the Property resulting from this reservation; and CITY may not exercise any rights it may have in and to such oil, gas and other minerals in such a fashion that CITY's right to the use of the surface of the property is disturbed so as to have a substantial negative impact on the operation of any business located upon the property"*

CLOSING DATE AND COSTS. The sale shall take place before Purchaser's Closing Agent within 45 calendar days after the final passage of the Ordinance approving the sale of Subject Property.

In the event Purchaser's title examination shall disclose defects in the title, Seller shall have 15 (fifteen) days from receipt of notice of said title defects to make a good faith effort to cure such

defects. If said time period will expire after the closing date outlined hereinabove, said closing date shall be automatically be extended so as to allow Seller the complete said time period to cure said defects. The closing date shall also be automatically extended to fifteen (15) days after Seller cures said title defects. If such defects cannot be cured at reasonable cost within said time period, Purchaser may, at its election, take the title as it then is or terminate this Agreement. If Purchaser chooses to terminate this Agreement due to Seller's inability or unwillingness to cure said title defects, Purchaser shall be entitled to return of any deposit. Purchaser shall be given occupancy upon execution of the Act of Sale unless otherwise agreed to in writing between the parties.

BREACH OF AGREEMENT BY SELLER. In the event of any default of this Agreement by Seller following legal approval to enter into this Agreement and to sell the Subject Property, Purchaser shall at Purchaser's option have the right to declare this Agreement null and void and demand and/or sue for any of the following: (1) Specific performance or (2) Termination of this Agreement.

BREACH OF AGREEMENT BY PURCHASER. In the event of any default of the purchase of the Subject Property by Purchaser, Seller shall have at Seller's option the right to declare this Agreement null and void and demand and/or sue for reimbursement of direct costs incurred.

ATTORNEY'S FEES. Should either party institute legal proceedings to enforce the terms or conditions of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of the prevailing party's reasonable attorney's fees, court costs and other expenses reasonably and necessarily incurred.

OTHER TERMS AND CONDITIONS:

Purchaser shall be responsible for all closing costs associated with the closing and the recording costs related to the transaction; however, the Seller shall provide a deed to the Purchaser's closing agent.

Purchaser will commence construction within a reasonable time from the date of purchase.

MULTIPLE COUNTERPARTS. This Agreement may be executed in any number of counterparts by one or more parties hereto. A signed facsimile of this Agreement or counterpart with original signatures or facsimile signatures shall have the same binding legal effect as an original of this Agreement or original counterparts, which original signatures would have.

EFFECTIVE DATE. In the event this Agreement is not signed simultaneously, the effective date of this Agreement shall be the date of the last signature to this Agreement. Time is of the essence of this Agreement. Whenever the time for performance under this Agreement falls on a Saturday, Sunday or legal holiday, such time shall be deemed to be extended to the next business day.

LEGAL CAPACITY. Purchaser acknowledges that the Seller will not have the legal capacity nor the authority to commit to sell nor to sell the Subject Property until after full compliance with Louisiana law. The undersigned Purchaser has the legal capacity and authority to purchase the subject property.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and any other agreements not incorporated herein in writing are void and of no force and effect.

NOTICES. All notices which may be required herein shall be in writing and delivered by (1) personal delivery with receipt acknowledged (2) United States Certified Mail, return receipt requested, postage prepaid (3) national overnight delivery service, with return receipt, delivery charge prepaid (4) emailed with delivery confirmation to the email addresses listed below:

Seller: City of West Monroe (attn: Mayor Staci Mitchell)
Phone: (318) 396-2600
Email: smitchell@westmonroe.la.gov
Address: 2305 North 7th Street, West Monroe, LA 71291

With necessary copy to: Douglas C. Caldwell, Attorney
Phone: (318) 388-100
Email: dccaldwell@gmail.com
Address: 221 McMillan Road, West Monroe, LA 71291

Purchaser: Ouachita Group, LLC
Phone: _____
Email: _____
Address: _____

With necessary copy to: Lydia H Baugh, Attorney
Phone: 318.323.2930
Email: lydia@hblawla.com
Address: 402 Fairfield, West Monroe, LA 71291

ASSIGNABILITY. Purchaser shall not have the right to assign this Agreement and all of Purchaser’s rights and remedies hereunder.

City of West Monroe (Seller) Signature:

Staci Albritton Mitchell, Mayor
Date: _____

Ouachita Group, LLC (Purchaser) Signature:

Printed Name: _____
Date: _____

EXHIBIT "A"**CITY OF WEST MONROE TO OUACHITA GROUP, LLC**

A portion of Natchitoches Street in West Monroe, Ouachita Parish, Louisiana, lying northeast of Commerce Street, southeast of Block "N", southwest of the concrete flood wall and northwest of the back of the curb along the northwest side of the paved roadway, this portion being more particularly described as follows, to-wit:

BEGINNING at a 1/2 inch iron bar set marking the most southerly corner of said Block "N" and the most northerly corner of the intersection of Natchitoches and Commerce streets (both 80 feet wide); thence along the northwesterly line of Natchitoches Street and the southeasterly line of said Block "N", N56°22'33"E 148.00 feet to a 1/2 inch iron bar set; thence S33°44'20"E 27.55 feet to a 1/2 inch iron bar set at the back of the curb on the northwesterly edge of the paved roadway of Natchitoches Street; thence along said curb, S59°28'02"W 39.03 feet to a 1/2 inch iron bar set, S56°06'08"W 100.54 feet to a 1/2 inch iron bar set and S67°18'56"W 8.49 feet to a 1/2 inch iron bar set on the southeasterly extension of the southwesterly line of said Block "N"; thence along said line, N34°06'42"W 24.32 feet to the POINT OF BEGINNING; containing 3,826 square feet or 0.088 acres of land, and all as more fully shown on that Plat of Survey For Ouachita Group, LLC dated May 1, 2025 by Don W. Antley, PLS

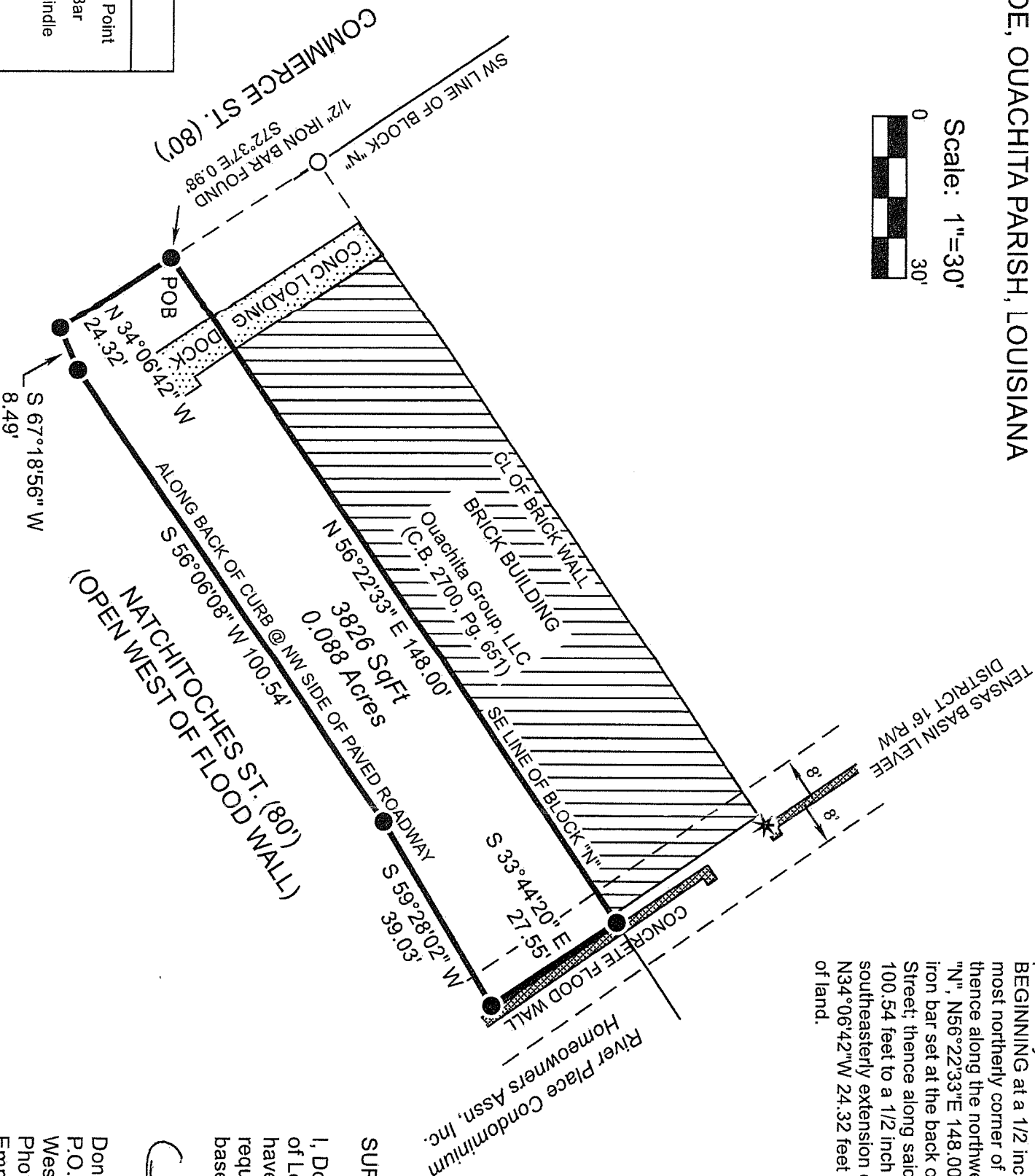
PLAT OF SURVEY FOR OUACHITA GROUP, LLC
ADJOINING BLOCK "N" OF THE CITY OF WEST MONROE
IN SECTION 52, TOWNSHIP 18 NORTH, RANGE 3 EAST,
LAND DISTRICT NORTH OF RED RIVER,
WEST MONROE, OUACHITA PARISH, LOUISIANA

May 1, 2025

Scale: 1"=30'

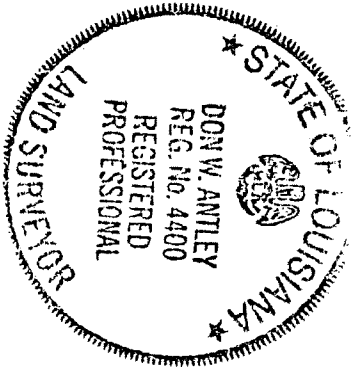


LEGEND	
•	Un-Monumented Point
○	Found 1/2" Iron Bar
✱	Found Cotton Spindle
●	Set 1/2" Iron Bar



LEGAL DESCRIPTION

A portion of Natchitoches Street in West Monroe, Ouachita Parish, Louisiana, lying northeast of Commerce Street, southeast of Block "N", southwest of the concrete flood wall and northwest of the back of the curb along the northwest side of the paved roadway, this portion being more particularly described as follows, to-wit:
BEGINNING at a 1/2 inch iron bar set marking the most southerly corner of said Block "N" and the most northerly corner of the intersection of Natchitoches and Commerce streets (both 80 feet wide); thence along the northwesterly line of Natchitoches Street and the southeasterly line of said Block "N", N56°22'33"E 148.00 feet to a 1/2 inch iron bar set; thence S33°44'20"E 27.55 feet to a 1/2 inch iron bar set at the back of the curb on the northwesterly edge of the paved roadway of Natchitoches Street; thence along said curb, S59°28'02"W 39.03 feet to a 1/2 inch iron bar set, S56°06'08"W 100.54 feet to a 1/2 inch iron bar set and S67°18'56"W 8.49 feet to a 1/2 inch iron bar set on the southeasterly extension of the southwesterly line of said Block "N"; thence along said line, N34°06'42"W 24.32 feet to the POINT OF BEGINNING; containing 3826 square feet or 0.088 acres of land.



SURVEYOR'S CERTIFICATE

I, Don W. Antley, a registered professional land surveyor in the State of Louisiana, have surveyed and platted the property shown hereon and have monumented the corners as indicated, and this survey meets the requirements for a Class B Survey. Bearings are geodetic, and are based on GPS observations.

[Signature]

Don W. Antley, PLS No. 4400
P.O. Box 1192
West Monroe, LA 71294-1192
Phone 318 366 6365
Email don.antley.pls@gmail.com

EXHIBIT "A"**CITY OF WEST MONROE TO OUACHITA GROUP, LLC**

A portion of Natchitoches Street in West Monroe, Ouachita Parish, Louisiana, lying northeast of Commerce Street, southeast of Block "N", southwest of the concrete flood wall and northwest of the back of the curb along the northwest side of the paved roadway, this portion being more particularly described as follows, to-wit:

BEGINNING at a 1/2 inch iron bar set marking the most southerly corner of said Block "N" and the most northerly corner of the intersection of Natchitoches and Commerce streets (both 80 feet wide); thence along the northwesterly line of Natchitoches Street and the southeasterly line of said Block "N", N56°22'33"E 148.00 feet to a 1/2 inch iron bar set; thence S33°44'20"E 27.55 feet to a 1/2 inch iron bar set at the back of the curb on the northwesterly edge of the paved roadway of Natchitoches Street; thence along said curb, S59°28'02"W 39.03 feet to a 1/2 inch iron bar set, S56°06'08"W 100.54 feet to a 1/2 inch iron bar set and S67°18'56"W 8.49 feet to a 1/2 inch iron bar set on the southeasterly extension of the southwesterly line of said Block "N"; thence along said line, N34°06'42"W 24.32 feet to the POINT OF BEGINNING; containing 3,826 square feet or 0.088 acres of land, and all as more fully shown on that Plat of Survey For Ouachita Group, LLC dated May 1, 2025 by Don W. Antley, PLS

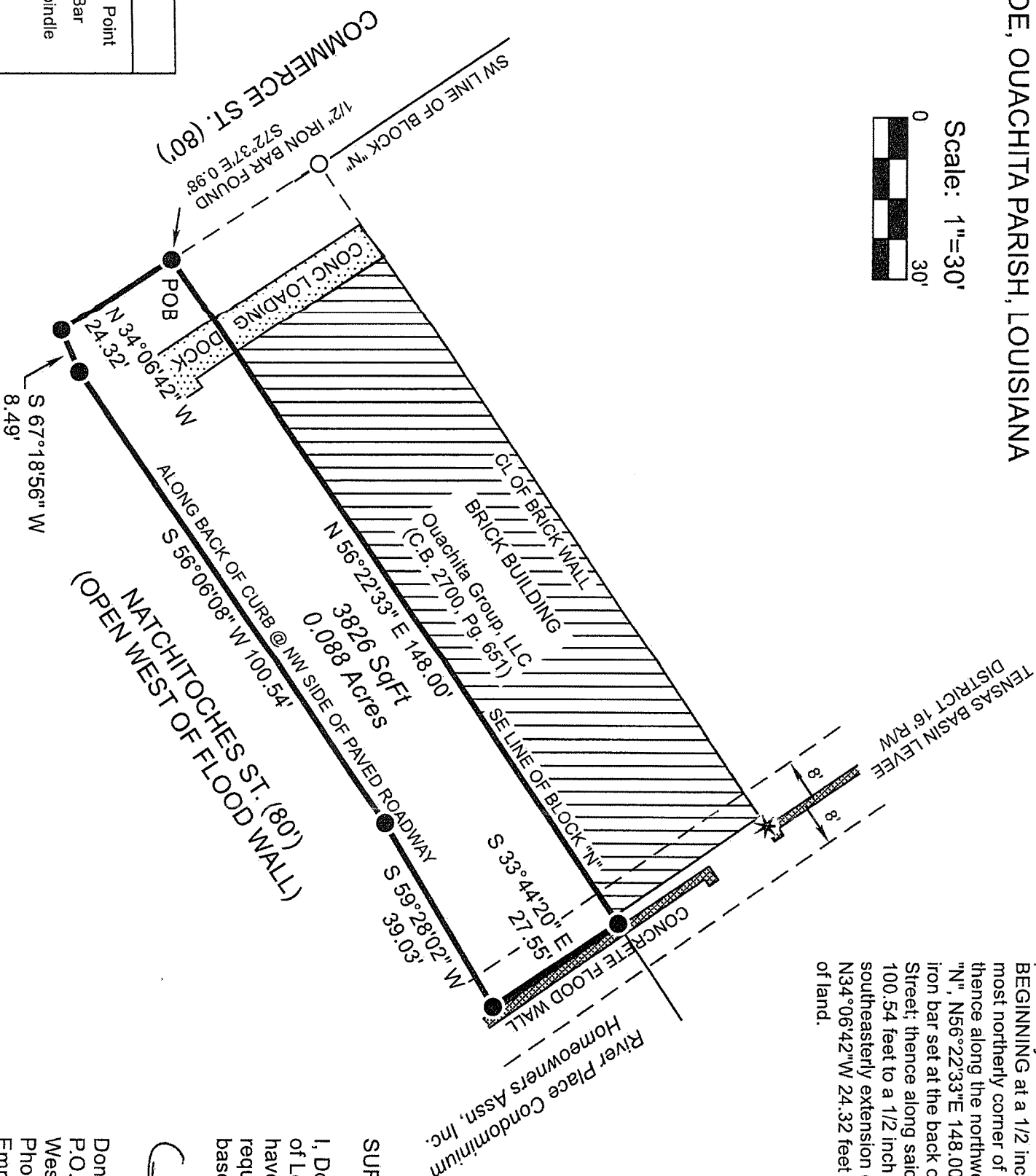
PLAT OF SURVEY FOR OUACHITA GROUP, LLC
ADJOINING BLOCK "N" OF THE CITY OF WEST MONROE
IN SECTION 52, TOWNSHIP 18 NORTH, RANGE 3 EAST,
LAND DISTRICT NORTH OF RED RIVER,
WEST MONROE, OUACHITA PARISH, LOUISIANA

May 1, 2025

Scale: 1"=30'

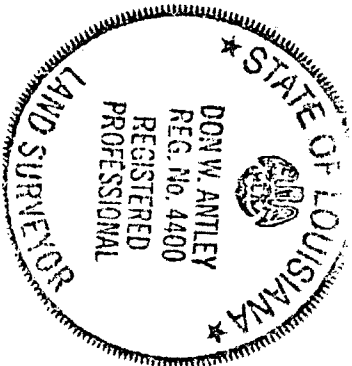


LEGEND	
•	Un-Monumented Point
○	Found 1/2" Iron Bar
✱	Found Cotton Spindle
●	Set 1/2" Iron Bar



LEGAL DESCRIPTION

A portion of Natchitoches Street in West Monroe, Ouachita Parish, Louisiana, lying northeast of Commerce Street, southeast of Block "N", southwest of the concrete flood wall and northwest of the back of the curb along the northwest side of the paved roadway, this portion being more particularly described as follows, to-wit:
BEGINNING at a 1/2 inch iron bar set marking the most southerly corner of said Block "N" and the most northerly corner of the intersection of Natchitoches and Commerce streets (both 80 feet wide); thence along the northwesterly line of Natchitoches Street and the southeasterly line of said Block "N", N56°22'33"E 148.00 feet to a 1/2 inch iron bar set; thence S33°44'20"E 27.55 feet to a 1/2 inch iron bar set at the back of the curb on the northwesterly edge of the paved roadway of Natchitoches Street; thence along said curb, S59°28'02"W 39.03 feet to a 1/2 inch iron bar set, S56°06'08"W 100.54 feet to a 1/2 inch iron bar set and S67°18'56"W 8.49 feet to a 1/2 inch iron bar set on the southeasterly extension of the southwesterly line of said Block "N"; thence along said line, N34°06'42"W 24.32 feet to the POINT OF BEGINNING; containing 3826 square feet or 0.088 acres of land.



SURVEYOR'S CERTIFICATE

I, Don W. Antley, a registered professional land surveyor in the State of Louisiana, have surveyed and platted the property shown hereon and have monumented the corners as indicated, and this survey meets the requirements for a Class B Survey. Bearings are geodetic, and are based on GPS observations.

[Signature]

Don W. Antley, PLS No. 4400
P.O. Box 1192
West Monroe, LA 71294-1192
Phone 318 366 6365
Email don.antley.pls@gmail.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 SELL CERTAIN DESCRIBED IMMOVABLE PROPERTY WHICH IS NOT NEEDED FOR ANY PUBLIC PURPOSE BY THE CITY OF WEST MONROE, LOUISIANA TO OUACHITA GROUP, LLC, OR ITS APPROVED SUCCESSORS OR ASSIGNS, FOR THE CASH SUM OF \$30,000.00, AND SUBJECT TO CERTAIN TERMS AND CONDITIONS; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the City of West Monroe, Louisiana, owns certain immovable property which is not needed for public purposes, and

WHEREAS, the price offered, and the terms and conditions provided for the purchase of that property is fair and reasonable, and the sale and planned development of that immovable property will be beneficial to the City of West Monroe and its residents; and

WHEREAS, the City has now approved the Mayor entering into an “Agreement to Purchase and Sell Land” to evidence the City’s commitment to this project, a copy of which is now attached as Exhibit 1.

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, Louisiana (“CITY”) is hereby authorized to sell certain immovable property which is not needed for any public purpose by the City of West Monroe, Louisiana, which property is more particularly described as follows, to-wit:

See attached Exhibit “A”

to OUACHITA GROUP, LLC, or its approved successors or assigns (“BUYER”) for and in consideration of the cash sum of THIRTY THOUSAND AND NO/100 (\$30,000.00) DOLLARS, subject to all of those terms and conditions which are set out in the “Agreement To Purchase and Sell Land”.

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, she is hereby further authorized to execute a Cash Sale Deed on behalf of the City of West Monroe, Louisiana, reflecting the price and terms set forth above, and to take any other action or execute any and all other documents or impose any and all other terms and conditions

deemed by her either necessary or appropriate in order to transfer the above described immovable property as set forth above, including but not limited to terms and provisions, whether included in the deed or in an unrecorded supplemental agreement, that limits the nature of the future activities, that requires the development to be initiated within a certain time and/or pursued in a commercially reasonable manner through to completion by a certain date, together with any and all such other requirements and provisions as she deems appropriate.

The above ordinance was introduced on November 4, 2025, 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 regular and legal session convened this 2nd day of December, 2025, with the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 2ND DAY OF
DECEMBER, 2025.

ANDREA PATE, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

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

\\Data\Documents\City of West Monroe\City Council Meetings\2025-11-04\Exhibits\Ordinance to authorize sale of land to Ouachita Group.wpd

EXHIBIT "A"

CITY OF WEST MONROE TO OUACHITA GROUP, LLC

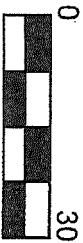
A portion of Natchitoches Street in West Monroe, Ouachita Parish, Louisiana, lying northeast of Commerce Street, southeast of Block "N", southwest of the concrete flood wall and northwest of the back of the curb along the northwest side of the paved roadway, this portion being more particularly described as follows, to-wit:

BEGINNING at a 1/2 inch iron bar set marking the most southerly corner of said Block "N" and the most northerly corner of the intersection of Natchitoches and Commerce streets (both 80 feet wide); thence along the northwesterly line of Natchitoches Street and the southeasterly line of said Block "N", N56°22'33"E 148.00 feet to a 1/2 inch iron bar set; thence S33°44'20"E 27.55 feet to a 1/2 inch iron bar set at the back of the curb on the northwesterly edge of the paved roadway of Natchitoches Street; thence along said curb, S59°28'02"W 39.03 feet to a 1/2 inch iron bar set, S56°06'08"W 100.54 feet to a 1/2 inch iron bar set and S67°18'56"W 8.49 feet to a 1/2 inch iron bar set on the southeasterly extension of the southwesterly line of said Block "N"; thence along said line, N34°06'42"W 24.32 feet to the POINT OF BEGINNING; containing 3,826 square feet or 0.088 acres of land, and all as more fully shown on that Plat of Survey For Ouachita Group, LLC dated May 1, 2025 by Don W. Antley, PLS

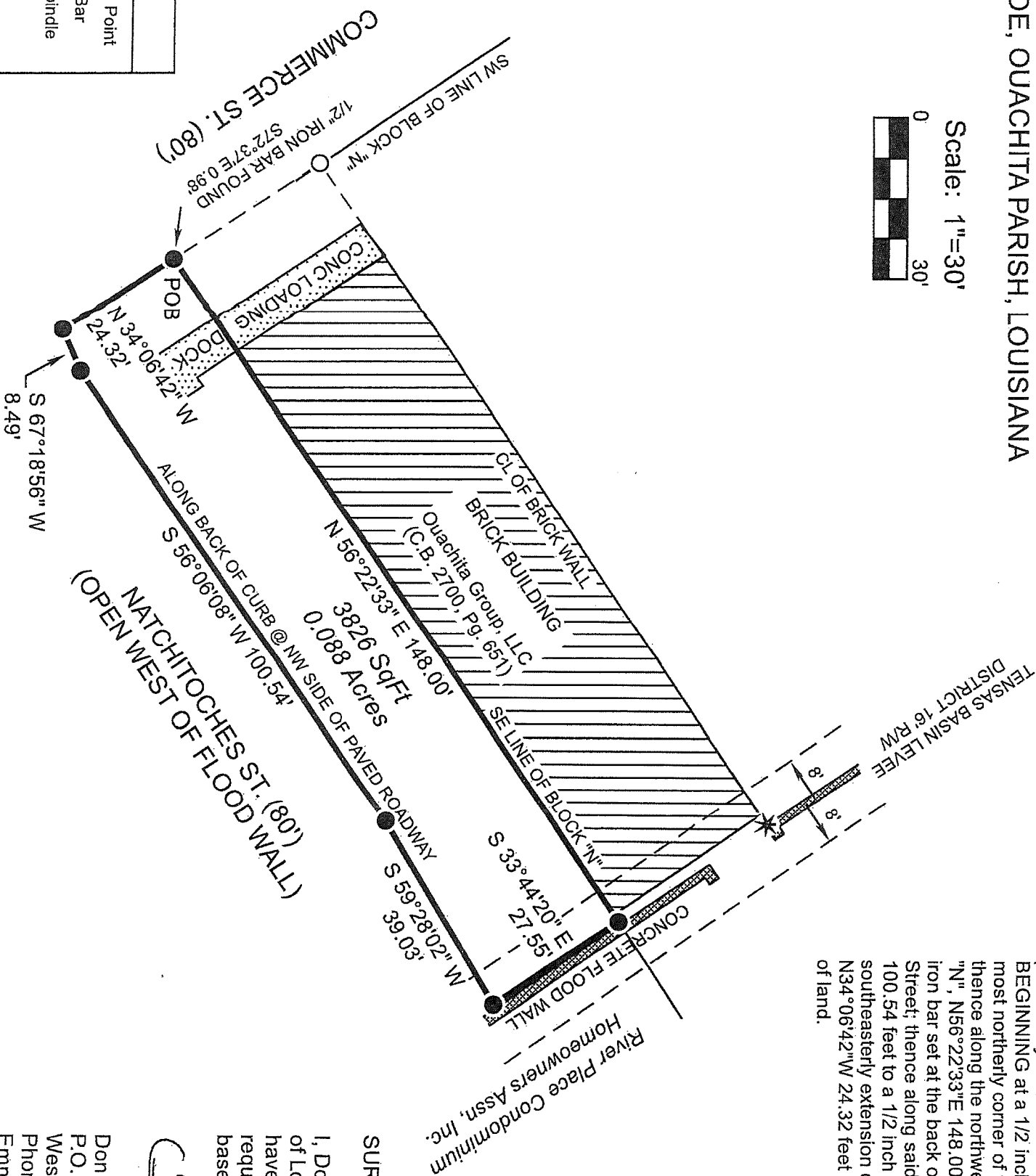
PLAT OF SURVEY FOR OUACHITA GROUP, LLC
ADJOINING BLOCK "N" OF THE CITY OF WEST MONROE
IN SECTION 52, TOWNSHIP 18 NORTH, RANGE 3 EAST,
LAND DISTRICT NORTH OF RED RIVER,
WEST MONROE, OUACHITA PARISH, LOUISIANA

May 1, 2025

Scale: 1"=30'

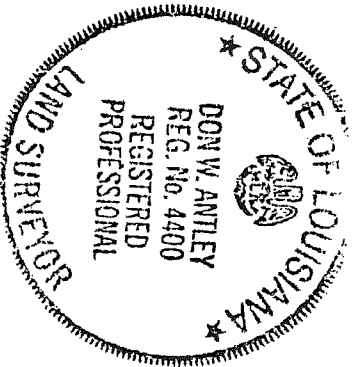


LEGEND	
•	Un-Monumented Point
○	Found 1/2" Iron Bar
✱	Found Cotton Spindle
●	Set 1 1/2" Iron Bar



LEGAL DESCRIPTION

A portion of Natchitoches Street in West Monroe, Ouachita Parish, Louisiana, lying northeast of Commerce Street, southeast of Block "N", southwest of the concrete flood wall and northwest of the back of the curb along the northwest side of the paved roadway, this portion being more particularly described as follows, to-wit:
BEGINNING at a 1/2 inch iron bar set marking the most southerly corner of said Block "N" and the most northerly corner of the intersection of Natchitoches Street and Commerce streets (both 80 feet wide); thence along the northwesterly line of Natchitoches Street and the southeasterly line of said Block "N", N56°22'33"E 148.00 feet to a 1/2 inch iron bar set; thence S33°44'20"E 27.55 feet to a 1/2 inch iron bar set at the back of the curb on the northwesterly edge of the paved roadway of Natchitoches Street; thence along said curb, S59°28'02"W 39.03 feet to a 1/2 inch iron bar set, S56°06'08"W 100.54 feet to a 1/2 inch iron bar set and S67°18'56"W 8.49 feet to a 1/2 inch iron bar set on the southeasterly extension of the southwesterly line of said Block "N", thence along said line, N34°06'42"W 24.32 feet to the POINT OF BEGINNING; containing 3826 square feet or 0.088 acres of land.



SURVEYOR'S CERTIFICATE

I, Don W. Antley, a registered professional land surveyor in the State of Louisiana, have surveyed and platted the property shown hereon and have monumented the corners as indicated, and this survey meets the requirements for a Class B Survey. Bearings are geodetic, and are based on GPS observations.

[Signature]

Don W. Antley, PLS No. 4400
P.O. Box 1192
West Monroe, LA 71294-1192
Phone 318 366 6365
Email don.antley.pls@gmail.com

Date: October 27, 2025

AGREEMENT TO PURCHASE AND SELL LAND

The undersigned Purchaser (Ouachita Group, LLC) agrees to buy and the undersigned Seller (City of West Monroe) agrees to sell the Subject Property upon the terms and conditions stated below.

SUBJECT PROPERTY. That certain parcel of property containing 3,826 sq. ft., more or less, currently a portion of the right-of-way of Natchitoches Street, which shall be subject to the reservation of a servitude which is ten feet (10') in width along Commerce Street for the possible future construction of a sidewalk

LEGAL DESCRIPTION OF SUBJECT PROPERTY. See attached Exhibit "A". A survey or drawing will also be attached which reflects the reserved servitude.

SALE PRICE. Thirty thousand and no/100 dollars (\$30,000.00), but this transaction shall be subject to Seller obtaining an appraisal equal to or less than sales price.

DUE DILIGENCE. The Purchaser waives all inspections related to the Subject Property and will not be entitled to a reduction of the purchase price due to property condition.

REQUIREMENTS OF SALE. As a part of the construction/renovation of the building at 200 Commerce Street, Purchaser will construct no less than nine (9) hard surface parking places in accordance with the usual construction standards of the City of West Monroe for hard surface parking areas (including construction inspections and striping). These parking spaces shall be freely available for use as public parking outside of normal business hours (established as 7:00am to 6:00pm Monday to Friday, excluding holidays), and the City of West Monroe will retain the right to enforce this provision. This provision will not be contained in the Deed but will be provided in a separate agreement, and shall be applicable to Purchaser, its successors and assigns.

CONDITION OF PROPERTY. Purchaser and Seller agree and stipulate that the property is being sold and purchased without warranty and subject to all rights-of-way, easements and servitudes, visible, apparent, or of record in an "AS-IS" condition and Purchaser waives any and all rights to Redhibition including a return of all or part of the purchase price. This waiver applies with respect to all defects, whether apparent or latent, visible or not and regardless of whether Purchaser is presently aware of such defects. Purchaser acknowledges Seller or Seller's representatives have made no warranties as to any matter, including merchantability, quantity or quality of the property, or fitness for intended or ordinary use. Purchaser hereby waives any and all rights Purchaser may have in connection therewith. Purchaser understands the meaning and significance of this provision.

PRORATION. Purchaser shall pay any and all ad valorem property taxes for 2025.

CHANGES DURING TRANSACTION. During the pendency of this transaction, Seller agrees that no new leases or agreements will be entered into, and no substantial alterations or repairs will be made or undertaken which affect the Subject Property without written consent of the Purchaser.

MINERAL RIGHTS. Seller shall reserve 100% of the mineral rights and/or royalty interest, if any, currently owned by Seller. The deed shall contain the following provision – "*CITY reserves and excludes from this conveyance any and all right, title and interest in and to any and all oil, gas and other minerals in, on or under the property, all of such interests being expressly reserved by CITY without any warranty whatsoever from or by BUYER; provided, however, that CITY expressly waives any and all surface rights in and to the Property resulting from this reservation; and CITY may not exercise any rights it may have in and to such oil, gas and other minerals in such a fashion that CITY's right to the use of the surface of the property is disturbed so as to have a substantial negative impact on the operation of any business located upon the property*"

CLOSING DATE AND COSTS. The sale shall take place before Purchaser's Closing Agent within 45 calendar days after the final passage of the Ordinance approving the sale of Subject Property.

In the event Purchaser's title examination shall disclose defects in the title, Seller shall have 15 (fifteen) days from receipt of notice of said title defects to make a good faith effort to cure such

defects. If said time period will expire after the closing date outlined hereinabove, said closing date shall be automatically be extended so as to allow Seller the complete said time period to cure said defects. The closing date shall also be automatically extended to fifteen (15) days after Seller cures said title defects. If such defects cannot be cured at reasonable cost within said time period, Purchaser may, at its election, take the title as it then is or terminate this Agreement. If Purchaser chooses to terminate this Agreement due to Seller's inability or unwillingness to cure said title defects, Purchaser shall be entitled to return of any deposit. Purchaser shall be given occupancy upon execution of the Act of Sale unless otherwise agreed to in writing between the parties.

BREACH OF AGREEMENT BY SELLER. In the event of any default of this Agreement by Seller following legal approval to enter into this Agreement and to sell the Subject Property, Purchaser shall at Purchaser's option have the right to declare this Agreement null and void and demand and/or sue for any of the following: (1) Specific performance or (2) Termination of this Agreement.

BREACH OF AGREEMENT BY PURCHASER. In the event of any default of the purchase of the Subject Property by Purchaser, Seller shall have at Seller's option the right to declare this Agreement null and void and demand and/or sue for reimbursement of direct costs incurred.

ATTORNEY'S FEES. Should either party institute legal proceedings to enforce the terms or conditions of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of the prevailing party's reasonable attorney's fees, court costs and other expenses reasonably and necessarily incurred.

OTHER TERMS AND CONDITIONS:

Purchaser shall be responsible for all closing costs associated with the closing and the recording costs related to the transaction; however, the Seller shall provide a deed to the Purchaser's closing agent.

Purchaser will commence construction within a reasonable time from the date of purchase.

MULTIPLE COUNTERPARTS. This Agreement may be executed in any number of counterparts by one or more parties hereto. A signed facsimile of this Agreement or counterpart with original signatures or facsimile signatures shall have the same binding legal effect as an original of this Agreement or original counterparts, which original signatures would have.

EFFECTIVE DATE. In the event this Agreement is not signed simultaneously, the effective date of this Agreement shall be the date of the last signature to this Agreement. Time is of the essence of this Agreement. Whenever the time for performance under this Agreement falls on a Saturday, Sunday or legal holiday, such time shall be deemed to be extended to the next business day.

LEGAL CAPACITY. Purchaser acknowledges that the Seller will not have the legal capacity nor the authority to commit to sell nor to sell the Subject Property until after full compliance with Louisiana law. The undersigned Purchaser has the legal capacity and authority to purchase the subject property.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and any other agreements not incorporated herein in writing are void and of no force and effect.

NOTICES. All notices which may be required herein shall be in writing and delivered by (1) personal delivery with receipt acknowledged (2) United States Certified Mail, return receipt requested, postage prepaid (3) national overnight delivery service, with return receipt, delivery charge prepaid (4) emailed with delivery confirmation to the email addresses listed below:

Seller: City of West Monroe (attn: Mayor Staci Mitchell)
Phone: (318) 396-2600
Email: smitchell@westmonroe.la.gov
Address: 2305 North 7th Street, West Monroe, LA 71291

With necessary copy to: Douglas C. Caldwell, Attorney
Phone: (318) 388-100
Email: dccaldwell@gmail.com
Address: 221 McMillan Road, West Monroe, LA 71291

Purchaser: Ouachita Group, LLC
Phone: _____
Email: _____
Address: _____

With necessary copy to: Lydia H Baugh, Attorney
Phone: 318.323.2930
Email: lydia@hblawla.com
Address: 402 Fairfield, West Monroe, LA 71291

ASSIGNABILITY. Purchaser shall not have the right to assign this Agreement and all of Purchaser’s rights and remedies hereunder.

City of West Monroe (Seller) Signature:

Staci Albritton Mitchell, Mayor
Date: _____

Ouachita Group, LLC (Purchaser) Signature:

Printed Name: _____
Date: _____

EXHIBIT "A"

CITY OF WEST MONROE TO OUACHITA GROUP, LLC

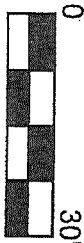
A portion of Natchitoches Street in West Monroe, Ouachita Parish, Louisiana, lying northeast of Commerce Street, southeast of Block "N", southwest of the concrete flood wall and northwest of the back of the curb along the northwest side of the paved roadway, this portion being more particularly described as follows, to-wit:

BEGINNING at a 1/2 inch iron bar set marking the most southerly corner of said Block "N" and the most northerly corner of the intersection of Natchitoches and Commerce streets (both 80 feet wide); thence along the northwesterly line of Natchitoches Street and the southeasterly line of said Block "N", N56°22'33"E 148.00 feet to a 1/2 inch iron bar set; thence S33°44'20"E 27.55 feet to a 1/2 inch iron bar set at the back of the curb on the northwesterly edge of the paved roadway of Natchitoches Street; thence along said curb, S59°28'02"W 39.03 feet to a 1/2 inch iron bar set, S56°06'08"W 100.54 feet to a 1/2 inch iron bar set and S67°18'56"W 8.49 feet to a 1/2 inch iron bar set on the southeasterly extension of the southwesterly line of said Block "N"; thence along said line, N34°06'42"W 24.32 feet to the POINT OF BEGINNING; containing 3,826 square feet or 0.088 acres of land, and all as more fully shown on that Plat of Survey For Ouachita Group, LLC dated May 1, 2025 by Don W. Antley, PLS

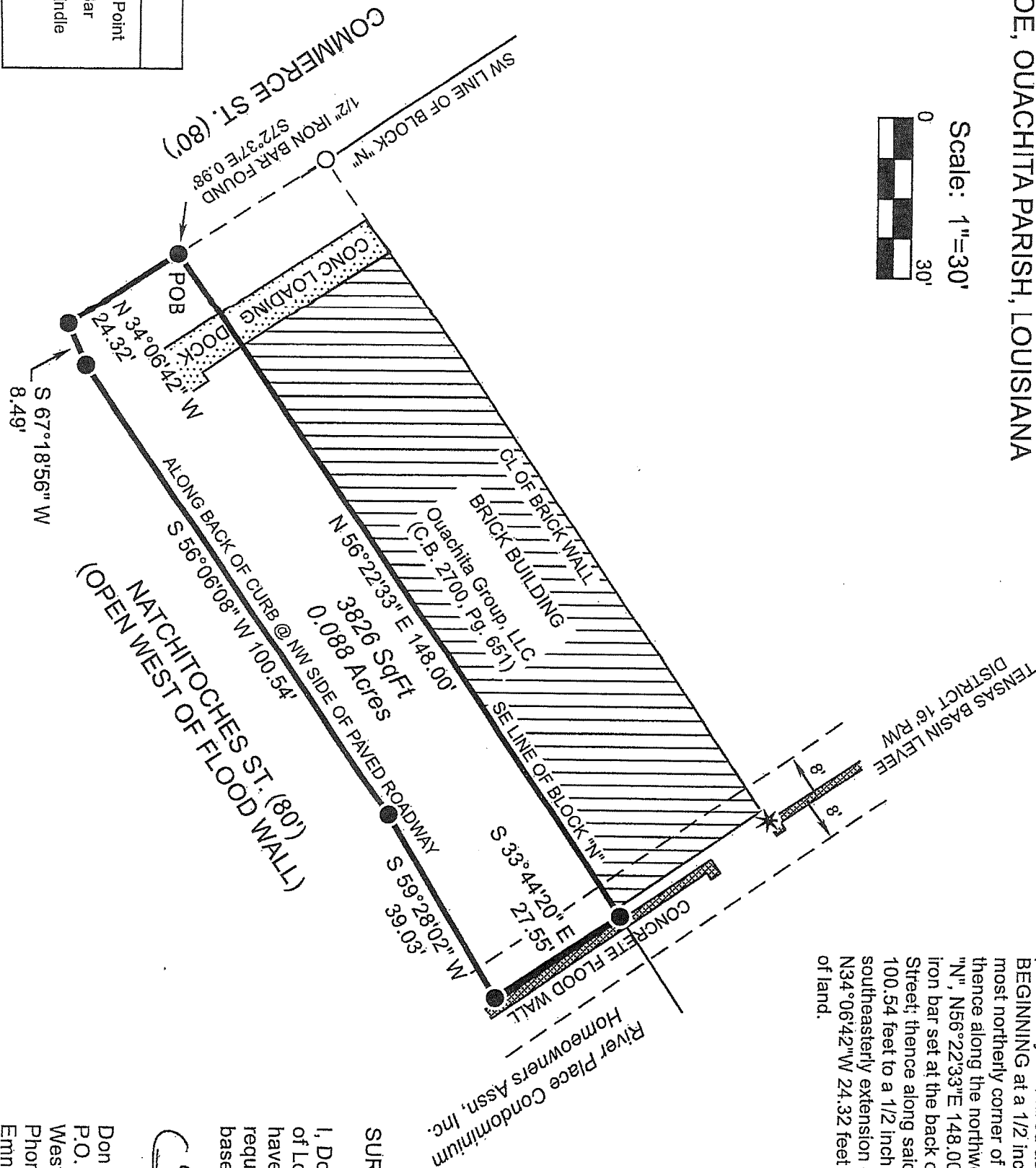
PLAT OF SURVEY FOR OUACHITA GROUP, LLC
ADJOINING BLOCK "N" OF THE CITY OF WEST MONROE
IN SECTION 52, TOWNSHIP 18 NORTH, RANGE 3 EAST,
LAND DISTRICT NORTH OF RED RIVER,
WEST MONROE, OUACHITA PARISH, LOUISIANA

May 1, 2025

Scale: 1"=30'

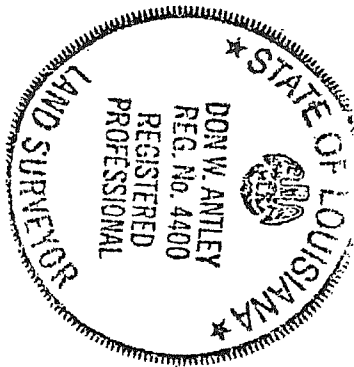


LEGEND	
•	Un-Monumented Point
○	Found 1/2" Iron Bar
✱	Found Cotton Spindle
●	Set 1/2" Iron Bar



LEGAL DESCRIPTION

A portion of Natchitoches Street in West Monroe, Ouachita Parish, Louisiana, lying northeast of Commerce Street, southeast of Block "N", southwest of the concrete flood wall and northwest of the back of the curb along the northwest side of the paved roadway, this portion being more particularly described as follows, to-wit:
BEGINNING at a 1/2 inch iron bar set marking the most southerly corner of said Block "N" and the most northerly corner of the intersection of Natchitoches and Commerce streets (both 80 feet wide); thence along the northwesterly line of Natchitoches Street and the southeasterly line of said Block "N", N56°22'33"E 148.00 feet to a 1/2 inch iron bar set; thence S33°44'20"E 27.55 feet to a 1/2 inch iron bar set at the back of the curb on the northwesterly edge of the paved roadway of Natchitoches Street; thence along said curb, S59°28'02"W 39.03 feet to a 1/2 inch iron bar set, S56°06'08"W 100.54 feet to a 1/2 inch iron bar set and S67°18'56"W 8.49 feet to a 1/2 inch iron bar set on the southeasterly extension of the southwesterly line of said Block "N"; thence along said line, N34°06'42"W 24.32 feet to the POINT OF BEGINNING; containing 3826 square feet or 0.088 acres of land.



SURVEYOR'S CERTIFICATE

I, Don W. Antley, a registered professional land surveyor in the State of Louisiana, have surveyed and platted the property shown hereon and have monumented the corners as indicated, and this survey meets the requirements for a Class B Survey. Bearings are geodetic, and are based on GPS observations.

Don W. Antley, PLS No. 4400
P.O. Box 1192
West Monroe, LA 71294-1192
Phone 318 366 6365
Email don.antley.pls@gmail.com

STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE EXPANDING THE BOUNDARIES OF THE WEST MONROE ECONOMIC DEVELOPMENT DISTRICT, STATE OF LOUISIANA; EXTENDING THE LEVY OF A SALES TAX AND HOTEL OCCUPANCY TAX WITHIN THE EXPANDED AREA OF THE DISTRICT; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, in order to accomplish the funding of economic development projects, including various public infrastructure improvements, in accordance with Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31 through 33:9038.42, inclusive) (the "Act"), the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana (the "Governing Authority"), acting as the governing authority of the City of West Monroe, State of Louisiana (the "City"), created the West Monroe Economic Development District, State of Louisiana (the "District"), pursuant to Ordinance No. 3686 adopted by the Governing Authority on September 11, 2007, as amended by Ordinance No. 4615 adopted on December 11, 2018, Ordinance No. 5073 adopted on June 14, 2022, and Ordinance No. 5234 adopted on September 5, 2023 (collectively, the "Prior Ordinance"); and

WHEREAS, pursuant to the Act, the Prior Ordinance, and Ordinance No. 4616 adopted by the Governing Authority on December 11, 2018 (the "Tax Ordinance"), the District is now levying and collecting a one percent (1%) sales tax and a one percent (1%) hotel occupancy tax (collectively, the "Taxes"), such Taxes being effective in perpetuity from and after April 1, 2019 pursuant to the Tax Ordinance, which provide funds for economic development projects; and

WHEREAS, this Governing Authority now desires to expand the boundaries of the District (the "Expanded Area") and levy the Taxes within the Expanded Area; and

WHEREAS, in accordance with the Act, there has been published two times in the *Citizen*, the official journal of the City and the District, a notice in the form attached hereto as Exhibit A, relative to the proposed expansion of the boundaries of the District and the proposed levy of the Taxes within the Expanded Area, and informing the citizens of the City of the date of consideration of this Ordinance; and

WHEREAS, a public hearing was held on this date, at which public hearing no objections were made to the proposed expansion of the boundaries of the District or the proposed levy of the Taxes within the Expanded Area; and

WHEREAS, according to the certificate of the Registrar of Voters for the Parish of Ouachita

attached hereto as Exhibit B, no registered voters reside within the Expanded Area, and therefore La. R.S. 33:9038.39 permits the Governing Authority, acting as the governing authority of the District, to levy the Taxes within the Expanded Area for authorized purposes without the necessity of holding an election thereon, and this Governing Authority now wishes to levy the Taxes within the Expanded Area.

NOW, THEREFORE,

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, acting as the governing authority of the City of West Monroe, State of Louisiana and of the West Monroe Economic Development District, State of Louisiana, that the Governing Authority hereby expands the boundaries of the District to include the boundaries set forth in Exhibit A attached hereto, which Exhibit A is hereby incorporated in and made a part of this Ordinance, all pursuant to the Act.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, acting as the governing authority of the City of West Monroe, State of Louisiana and of the West Monroe Economic Development District, State of Louisiana, that the levy of the Taxes is hereby extended to the Expanded Area, and the Tax Ordinance is hereby amended to the extent necessary to provide for the levy of the Taxes within the Expanded Area. The proceeds of the Taxes will continue to be deposited into the West Monroe Economic Development District Trust Fund established by Ordinance No. 3686. A copy of this Ordinance shall be furnished to the Collector (as defined in the Tax Ordinance) with a request that the Collector enforce and collect the Taxes within the Expanded Area in accordance with the Tax Ordinance.

SECTION 3. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, acting as the governing authority of the City of West Monroe, State of Louisiana and of the West Monroe Economic Development District, State of

Louisiana, that the Mayor and the City Clerk are hereby authorized to do any and all things necessary and incidental to carry out the provisions of this Ordinance.

SECTION 4. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, acting as the governing authority of the City of West Monroe, State of Louisiana and of the West Monroe Economic Development District, State of Louisiana, that the Tax Ordinance shall remain in full force and effect, except as expressly amended hereby. All other ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, acting as the governing authority of the City of West Monroe, State of Louisiana and of the West Monroe Economic Development District, State of Louisiana, that if any provision of this Ordinance shall be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Ordinance, but this Ordinance shall be construed and enforced as if such illegal or invalid provisions had not been contained herein. Any constitutional or statutory provision enacted after the date of this Ordinance which validates or makes legal any provision of this Ordinance which would not otherwise be valid or legal, shall be deemed to apply to this Ordinance.

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, this 4th day of November, 2025, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 4TH DAY OF
NOVEMBER, 2025

ANDREA PATE, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

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

EXHIBIT A**CITY OF WEST MONROE, STATE OF LOUISIANA****NOTICE OF INTENTION**

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana (the "Governing Authority"), acting as the governing authority of the City of West Monroe, State of Louisiana, and as the governing authority of the West Monroe Economic Development District, State of Louisiana (the "District"), pursuant to the authority of Part II, Chapter 27, Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31 through 9038.42, inclusive)(the "Act"), proposes to consider further expanding the District to include the boundaries set forth below (the "Expanded Area"):

SEE ATTACHED EXHIBIT

NOTICE IS HEREBY FURTHER GIVEN that the Governing Authority proposes to levy the one percent (1%) sales tax and the one percent (1%) hotel occupancy tax (collectively, the "Taxes") currently levied in the District within the Expanded Area. The proceeds of the Taxes will continue to be deposited in a special trust fund to be used for the furtherance of economic development projects within the District, all pursuant to the authority of the Act.

NOTICE IS HEREBY FURTHER GIVEN that the Governing Authority will meet in open and public session on Tuesday, November 4, 2025, at 6:00 p.m., at its regular meeting place, Council Chambers, West Monroe City Hall, 2305 N. 7th Street, West Monroe, Louisiana, and will at that time hear any and all objections to the proposed expansion of the boundaries of the District and the levy of the Taxes within the Expanded Area.

2025 expansion of West Monroe Economic Development District, State of Louisiana

			Assessor	
	<u>PROPERTY OWNER NAME</u>	<u>ADDRESS / LOCATION</u>	<u>Number</u>	<u>Business (for ease of identification only)</u>
1	Warhawk Enterprises, LLC	301 Pavilion Rd 71292	23342	undeveloped
2	Warhawk Enterprises, LLC	- none -	107580	undeveloped
3	Warhawk Enterprises, LLC	401 Pavilion Rd 71292	107581	under current development
4	City of West Monroe	- none -	19316	undeveloped
5	City of West Monroe	- none -	120447	undeveloped
6	City of West Monroe	- none -	120448	undeveloped

**REGISTRAR OF VOTERS
PARISH OF OUACHITA**

Isabelle Butler, CERA
Registrar



STATE OF LOUISIANA

PARISH OF OUACHITA

I, Isabelle Butler, the duly appointed Ouachita Parish Registrar of Voters, do hereby certify to the West Monroe Economic Development District, State of Louisiana (the "District") that, as of the date set forth below, there are no qualified electors located within the expanded areas of the District, the boundaries of which expanded areas are as set forth on Exhibit "A" hereto.

IN FAITH WHEREOF, witness my signature and official seal of the Ouachita Parish Registrar of Voters, this 9th day of October, 2025.

(SEAL)

Isabelle Butler

2025 expansion of West Monroe Economic Development District, State of Louisiana

			Assessor	
	<u>PROPERTY OWNER NAME</u>	<u>ADDRESS / LOCATION</u>	<u>Number</u>	<u>Business (for ease of identification only)</u>
1	Warhawk Enterprises, LLC	301 Pavilion Rd 71292	23342	undeveloped
2	Warhawk Enterprises, LLC	- none -	107580	undeveloped
3	Warhawk Enterprises, LLC	401 Pavilion Rd 71292	107581	under current development
4	City of West Monroe	- none -	19316	undeveloped
5	City of West Monroe	- none -	120447	undeveloped
6	City of West Monroe	- none -	120448	undeveloped

STATE OF LOUISIANA

PARISH OF OUACHITA

I, the undersigned City Clerk of the City of West Monroe, State of Louisiana (the "City "), do hereby certify that the foregoing pages constitute a true and correct copy of an ordinance adopted by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, acting as governing authority of the City and the West Monroe Economic Development District, State of Louisiana (the "District"), on November 4, 2025, expanding the boundaries of the District; extending the levy of a sales tax and hotel occupancy tax within the expanded area of the District; and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature on this, the 4th day of November, 2025.

City Clerk

CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE EXECUTION OF A COOPERATIVE ENDEAVOR AGREEMENT WITH THE STATE OF LOUISIANA DEPARTMENT OF AGRICULTURE AND FORESTRY ON BEHALF OF THE LOUISIANA EQUINE PROMOTION AND RESEARCH BOARD; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Alderman 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, is hereby authorized to execute a Cooperative Endeavor Agreement with the State of Louisiana Department of Agriculture and Forestry on behalf of the Louisiana Equine Promotion and Research Board in order to receive a grant in the amount of \$21,000.00 for the purchase of two(2) John Deere Gator TX Golf Carts, subject only to continuing compliance with the terms and provisions of that Cooperative Endeavor Agreement..

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Alderman 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 execute any and all further documents, authorizations or commitments, and to undertake any and all actions which she determines are necessary, appropriate or desirable in order to meet any and all other requirements relating to the award of that grant, or otherwise to fulfill the obligations of the City of West Monroe, Louisiana as it relates to the Cooperative Endeavor 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 4th day of November, 2025, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 4TH DAY OF
NOVEMBER, 2025

ANDREA PATE, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

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

\\Data\Documents\City of West Monroe\City Council Meetings\2025-11-04\Exhibits\Ordinance - Equine grant for Ike.wpd

STATE OF LOUISIANA
CITY OF WEST MONROE

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

AN ORDINANCE TO AUTHORIZE THE MAYOR OF THE CITY OF WEST MONROE, LOUISIANA, TO EXECUTE AN ADDENDUM TO THE “CONTRACT FOR CONSULTANT SERVICES, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM DISASTER RECOVERY CONSULTANT SERVICES” WITH GRANT SUPPORT, LLC, TO ALSO NOW PROVIDE THE REQUIRED COMPLIANCE PROVISIONS FOR CDBG-DR RIDER FOR PROFESSIONAL SERVICES CONTRACTS; 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 on behalf of the City of West Monroe, Louisiana, to execute an addendum to the “Contract For Consultant Services, Community Development Block Grant Program Disaster Recovery Consultant Services” with Grant Support, LLC which Contract was originally approved by Ordinance #5456 in order to also now provide the Required Compliance Provisions for CDBG-DR Rider for Professional Services Contracts as a portion of that Contract, with a copy of that Addendum to be executed being 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 further authorized further modify the attached Addendum to that earlier executed contract in such manner as she determines appropriate, and to take any and all actions and to execute any and all further documents she deems either necessary or proper to require compliance with the provisions of that Addendum described above according to its terms and its intent.

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, this 4th day of November, 2025, the final vote being as follows:

YEA: _____
NAY: _____

NOT VOTING:_____

ABSENT:_____

ATTEST:

APPROVED THIS 4TH DAY OF
NOVEMBER, 2025

ANDREA PATE, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

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

**Community Development Block Grant Program - Disaster Recovery and
Mitigation Rider**

This Community Development Block Grant Program Rider contains supplementary general conditions for use with procurement contracts and subrecipient agreements that are funded in whole or in part by the U.S. Department of Housing and Urban Development (“HUD”) under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended.

For all procurement contracts and subrecipient agreements funded fully or in part by the Community Development Block Grant - Disaster Recovery (“CDBG-DR”) or Community Development Block Grant - Mitigation (“CDBG-MIT”) Program by and between the City of West Monroe, State of Louisiana, acting herein by Staci Albritton Mitchell, Mayor, hereunto duly authorized, and Grant Support, LLC, a organized under the laws of the State of Louisiana, acting herein by Candice Mahoney, Principal, hereunto duly authorized; this CDBG Rider will serve as a universal addendum to each of those contracts and/or agreements.

This Rider must be signed separately as a stand-alone document, and the terms and provisions outlined herein will be applicable to all contracts and agreements between City of West Monroe, and Grant Support in which CDBG-MIT grant funds are a funding source.

FEDERAL REGISTER NOTICES

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Federal Register Notices applicable to the use of CDBG-DR and CDBG-MIT funds for all associated grants are available on the HUD website at:

<https://www.hud.gov/hud-partners/community-cdbg-dr/regulations>

**COMPLIANCE PROVISIONS FOR CDBG-DR RIDER
FOR
PROFESSIONAL SERVICES CONTRACTS**

CONTENTS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
2. CERTIFICATION OF NONSEGREGATED FACILITIES
3. CIVIL RIGHTS
4. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974
5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES
6. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)
7. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
8. AGE DISCRIMINATION ACT OF 1975
9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS
10. FLOOD DISASTER PROTECTION
11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS
12. INSPECTION
13. REPORTING REQUIREMENTS
14. CONFLICT OF INTEREST
15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED
16. PATENTS
17. COPYRIGHT
18. TERMINATION FOR CAUSE
19. TERMINATION FOR CONVENIENCE

- 20. ENERGY EFFICIENCY
 - 21. SUBCONTRACTS
 - 22. DEBARMENT, SUSPENSION, AND INELIGIBILITY
 - 23. BREACH OF CONTRACT TERMS
 - 24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED
 - 25. CHANGES
 - 26. PERSONNEL
 - 27. ANTI-KICKBACK RULES
 - 28. ASSIGNABILITY
 - 29. INTEREST OF CONTRACTOR
 - 30. POLITICAL ACTIVITY
 - 31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET
 - 32. DISCRIMINATION DUE TO BELIEF
 - 33. CONFIDENTIAL FINDINGS
 - 34. LOBBYING
 - 35. AUTHORIZATION
1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)** (Also in Appendix II to 2 CFR 200)

Applicable to contracts and subcontracts above \$10,000

During the performance of any contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of any contract or with any of the said rules, regulations, or orders, that contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. **CERTIFICATION OF NONSEGREGATED FACILITIES**

Applicable to contracts and subcontracts over \$10,000

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that they do not maintain or provide for his/her establishments, and that they do not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. They certify further that they will not maintain or provide for employees any segregated facilities at any of his/her establishments, and they will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

They further agrees that (except where they has obtained for specific time periods) they will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that they will retain such certifications in his/her files; and that they will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

3. **CIVIL RIGHTS**

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

4. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

5. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES** (Also in Appendix II to 2 CFR 200)

- A. The work to be performed under any contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to any contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to

this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR Part 75 regulations.

- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- F. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of any contract for default, and debarment or suspension from future HUD-assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to any contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

6. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)

Applicable to contracts and subcontracts over \$10,000

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all

employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. **SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination, including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

8. **AGE DISCRIMINATION ACT OF 1975**

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

9. **CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**

Applicable to contracts and subcontracts exceeding \$100,000

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- A. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that they will include, or cause to be included, the criteria and requirements in paragraphs (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

10. **FLOOD DISASTER PROTECTION**

Any contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of the contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under the contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under any Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with any contract will be maintained in a central location by the unit of local government and will be maintained for a period of three years from the official date of the State's final closeout of the grant.

12. INSPECTION

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

14. CONFLICT OF INTEREST

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of any contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to any contract if made with a corporation for its general benefit.

15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED

Applicable to contracts and subcontracts of \$10,000 and under

During the performance of any contract, the Contractor agrees as follows:

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated

during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.

16. **PATENTS**

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.
- C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

17. **COPYRIGHT**

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of any contract that might be subject to copyright shall be the property of the Owner, and all such rights shall belong to the Owner.

18. **TERMINATION FOR CAUSE**

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate any contract

by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under any contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

19. TERMINATION FOR CONVENIENCE

The Owner may terminate any contract at any time by giving at least ten days' notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

20. ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

21. SUBCONTRACTS

- A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of Louisiana.
- B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.
- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- D. Nothing contained in any contract shall create any contractual relation between any subcontractor and the Owner.

22. DEBARMENT, SUSPENSION, AND INELIGIBILITY

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

23. BREACH OF CONTRACT TERMS

Any violation or breach of the terms of any contract on the part of the Contractor or the Contractor’s subcontractors may result in the suspension or termination of the contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in any contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

25. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor’s compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

26. PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving a sentence in a penal or correctional institution shall be employed on work under any Contract.

27. ANTI-KICKBACK RULES

The Contractor must ensure that all contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).

The Act provides that each contractor or subrecipient must be prohibited from inducing, by

any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

28. ASSIGNABILITY

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

29. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above-described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

30. POLITICAL ACTIVITY

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under any contract.

32. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

33. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Contractor under any Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

34. LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of

any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

35. AUTHORIZATION

This Agreement is authorized by the City of West Monroe, Resolution [number] adopted [date], copies of which are attached hereto and made a part hereof.

ATTEST:

City of West Monroe

By: _____
Staci Albritton Mitchell, Mayor

Date: _____

Grant Support, LLC

By: _____
Candice Mahoney, Principal

Date: _____

THIS PAGE INTENTIONALLY LEFT BLANK

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the federal agency or non-federal entity, all contracts made by the non-federal entity under the federal award must contain provisions covering the following, as applicable.

- A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity, including the manner by which it will be effected and the basis for settlement.
- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the

compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

Such disclosures are forwarded from tier to tier up to the non-federal award.

J. See § 200.323.

K. See § 200.216.

L. See § 200.322.

§ 200.323 Procurement of recovered materials.

A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

- a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - 1) Procure or obtain covered telecommunications equipment or services;
 - 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
 - 3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- b) As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- 1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - 2) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - 3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- c) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- d) See Public Law 115–232, section 889 for additional information.
- e) See also § 200.471.

§ 200.322 Domestic preferences for procurements.

- a) As appropriate and to the extent consistent with law, the non-federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- b) For purposes of this section:
 - 1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - 2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Section 3

This regulation must be followed when projects assisted with housing and community development financial assistance exceed \$200,000 for the following construction activities: housing rehabilitation, housing construction, and other public construction (e.g., public facilities and improvements) projects assisted with housing and community development financial assistance.

1. Section 3 of the Housing and Urban Development Act of 1968

The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the federal assistance is spent.

a. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low—income families; or a very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

b. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR Part 75 (formerly 24 CFR Part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing federal, state, and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR Part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following “Section 3 clause” in every “Section 3-covered contract”:

- i. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- ii. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- iii. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- iv. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- v. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- vi. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- vii. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible, preference and opportunities for training and employment shall be given to Indians, and preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the

provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

c. Section 3 Benchmarks and Reporting

- i. Benchmarks. Contracts with CDBG awards over \$200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these minimum numeric goals:
 1. 25% of the total hours on a Section 3 project must be worked by Section 3 workers; and
 2. Five percent of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.
- ii. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those of its contractors and subcontractors pursued.
- iii. Recipient will comply with any Section 3 Project Implementation Plan documents provided by HUD or the State of Hawaii, which may be amended from time to time for HUD reporting purposes.

STATE OF LOUISIANA
CITY OF WEST MONROE

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

AN ORDINANCE TO AUTHORIZE THE EXECUTION OF A CONTRACT WITH THE LOUISIANA DIVISION OF ADMINISTRATION RELATING TO THE RECEIPT OF \$46,667.00 IN FUNDING FROM FY 2023-2024 STATE APPROPRIATED FUNDS FOR POTABLE WATER IMPROVEMENTS, INCLUDING AUTHORIZATION TO PROVIDE ANY AND ALL REQUIRED CERTIFICATIONS; TO AUTHORIZE ALL OTHER ACTIONS AND TO EXECUTE ANY AND ALL FURTHER DOCUMENTATION EITHER NECESSARY OR APPROPRIATE IN ORDER TO COMPLY WITH THE REQUIRED TERMS, CONDITIONS, AND PROVISIONS; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Alderman 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 execute a contract with the Louisiana Division of Administration relating to the receipt of \$46,667.00 in funding from FY 2023-2024 State Appropriated Funds for Potable Water Improvements, and to execute that contract attached as “Exhibit A” with the Louisiana Division of Administration, relating to the receipt of that funding, providing the required terms and conditions, together with granting and authorizing her to provide any and all required certifications;

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Alderman 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 further authorized to execute any and all further documents and agreements necessary or appropriate relating to assure qualification for the funding, together with any and all further documents which she determines are either necessary or desirable in order to fulfill the requirements of the grant or the grant program.

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 4th day of November, 2025, the final vote being as follows:

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

APPROVED THIS 4TH DAY OF
NOVEMBER, 2025

ANDREA PATE, CITY CLERK
CITY OF WEST MONROE,
STATE OF LOUISIANA

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

CONTRACT BY AND BETWEEN
THE DIVISION OF ADMINISTRATION
AND
THE CITY OF WEST MONROE

UNITED STATES OF AMERICA
STATE OF LOUISIANA
SOURCE OF FUNDING - FY 2023-2024
State Appropriated Funds
TYPE OF CONTRACT - FY 2023-2024 CWEF
FEDERAL EMPLOYER I.D. #72-6001497
AMOUNT OF CONTRACT - \$ 46,667.00
CWEF Format #1 (revised, 2011)
CWEF File # 2324-CWEF-OCH-0401

THIS AGREEMENT, is made and entered into as of this _____ day of _____, 20____
by and between the Division of Administration, hereinafter called "Division" represented by Traci Watts, Office
of Community Development and the City of West Monroe, hereinafter called "Contractor" represented by Staci
Albritton Mitchell, Mayor.

1. CONTRACT WITH CONTRACTOR: The Division hereby agrees to contract with the
Contractor and the Contractor hereby agrees to perform the services under this agreement in accordance with
CWEF/Division/applicable regulations to the establishing of programs and activities. All exhibits or regulations
referred to in this contract or attached hereto are by reference made part of this contract.

2. DURATION OF CONTRACT: This contract shall be for a period commencing on the date
entered above and ending not more than three years later.

3. RECORDS, REPORTS, AND EVALUATIONS: The Contractor agrees to prepare, retain,
report and allow Division inspection for purposes of evaluation, records as may be required by the Division for
program management purposes.

Upon completion of this contract, or if terminated earlier, all records, reports, worksheets or any other
materials related to this contract shall become the property of the Division. All such books, records and other
documents shall be available at the offices of the Contractor (except that books, records, and other documents of
a Participating Party may be maintained at the offices of such Participating Party) for inspection, copying, audit
and examination at all reasonable times by any duly authorized representative of the State, including the
Legislative Auditor. Any duly authorized representative of the State shall, at all reasonable times, have access
to all portions of the Project.

The rights of access and inspection provided in this paragraph shall continue until completion of
all close-out procedures respecting this contract and until the final settlement and conclusion of all
issues arising out of this contract. The records shall be kept for a minimum of three years from the date
of final close-out.

4. AUDITS and/or FINANCIAL REPORTS: State requirements mandate that local governments and Parish Police Juries must still submit financial statements in compliance with financial and compliance audit requirements established by R.S. 24:513 through 514.

Failure to comply with all financial report requirements may cause loss of participation in this program and reimbursement of contract funds.

5. CHANGES: The Division may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including an increase or decrease in the amount of the Contractor's allocation, must be incorporated as written amendments to this contract. These changes may include the waiver of certain rules and regulations where the Division deems it appropriate.

6. TERMINATION OR SUSPENSION FOR CAUSE OR CONVENIENCE: The Division may, after giving thirty (30) days written notice terminate this contract and payment in whole or part for convenience or cause. Cause shall include but not be limited to:

- (1) failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this contract, including compliance with approved programs and attached conditions, exhibits, and such statutes and Executive Orders as may become generally applicable at any time;
- (2) submission by the Contractor to the Division or its Auditors, of reports that are incorrect or incomplete in any material respect;
- (3) ineffective or improper use of funds provided under this contract;
- (4) suspension or termination of the program from the State Legislature to the Division, under which this contract is made, or the portion thereof delegated by this contract.

The Division, where appropriate, may suspend the contract or payment from time to time in lieu of termination based on reasons indicated above. There may be a suspension of payment when a term of the contract has not been resolved by the next payment request.

The Division may also assign and transfer this contract when required.

If the Contractor is unable or unwilling to comply with such additional conditions as may be lawfully applied to the grant received from the Division, the Contractor shall terminate the contract by giving reasonable written notice to the Division, signifying the effective date thereof. In the event of any termination, or suspension, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Contractor under this contract shall become the property of the Division. The Contractor shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the contract. Notwithstanding the above, the

Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of any breach of the contract by the Contractor and the Division may withhold any reimbursement to the Contractor for the purposes of setoff until such time as the exact amount of damages due the Division from the Contractor is agreed upon or otherwise determined. The Division may authorize the Contractor to continue with its own funds for the project until a question is resolved with the understanding that a satisfactory resolution will cause the Division to reimburse funds.

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

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

9. COMPLIANCE WITH FEDERAL, STATE AND LOCAL GUIDELINES: The Contractor hereby binds itself, certifies, and gives its assurance that it will comply with all applicable federal and State regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of state resources for the State assisted project.

The Contractor further agrees to comply with applicable laws, ordinances, and codes of the State federal, and local governments, including the State Ethics Law, Act 17 of 1996, Section 15C (which sets criteria for transfer of state appropriated funds), State Bid Laws, Local Government Assurances listed in the grant application(s), and all policies and guidelines of the CWEF program as established by the Office of Community Development.

The Contractor has obtained, or has reasonable assurances that it will obtain, all federal, State and local government approvals and reviews required by law to be obtained by the Contractor for the Project; and all Participating Parties have obtained, or the Contractor has reasonable assurances that such Participating Parties will obtain, all such approvals and reviews required by law to be obtained by the Participating Parties for the Project.

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said Contractor's obligation and identified under tax identification number 72-6001497.

10. NONDISCRIMINATION: Contractor assures that it is in compliance with all applicable State Civil Rights Legislation and Executive Orders.

11. COMPLIANCE WITH APPROVED PROGRAM: All activities authorized by this agreement will be performed in accordance with the approved work program as described in the grant application(s), (including any amendments which have occurred), Exhibits A, B, and C, the grant conditions and relevant CWEF directives. If any activities authorized by this agreement are not performed in accordance with any part of this agreement or if unauthorized activities are performed, the DOA CWEF Representative may require that any or all grant funds paid-out to Contractor be returned to the Division. Dollar amounts expended for each activity may not exceed those specified in Exhibit B. The release of funds for this contract is conditioned upon approval of the contract conditions listed in Exhibit A.

12. COVENANT AGAINST CONTINGENT FEES AND CONFLICT OF INTEREST: The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant the Division shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of the Contractor, or its designees, or agents, no consultant, no member of the governing body of the Contractor or the locality in which the program is situated, and no other public official of the Contractor or such locality or localities, who exercises or has exercised any functions or responsibilities with respect to the project during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity or benefit, which is part of this Project.

However, upon written request of the Contractor, the State may agree in writing to waive a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the State determines that undue hardship will result either to the Contractor or the person affected by applying the prohibition and that the granting of a waiver is in the public interest. No such request for waiver shall be made by Contractor which would, in any way, permit a violation of State or local law or any charter provision of the Contractor.

13. SCHEDULE OF PAYMENT: In consideration of the various obligations undertaken by the Contractor pursuant to this contract, and in consideration of the obligations to be undertaken by Participating Parties, as represented by the Contractor in the Application, the State agrees, subject to the terms and conditions set forth herein, to provide the Contractor with contract funds in the amount of \$ 46,667.00.

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

15. REMEDIES FOR DEFAULT: Any claim or controversy arising out of this contract shall be resolved by the provisions of R.S. 39:1672.2 through 1674.4.

Incurring Costs for Project Activities

The use of grant funds is conditioned upon the Contractor incurring costs in accordance with this contract or as otherwise approved by the State in writing. The incurring of costs to be paid out of contract funds shall be governed by the following:

(1) No costs to be paid out of contract funds may be incurred by the Contractor or any Participating Party until the following conditions are met: (a) a written approval by the State is received of required documentation as specified in Paragraph 11 and Exhibit A of this contract, if any, and (b) written authorization from the State is received to draw funds.

(2) After the Contractor has satisfied all of the contract conditions specified in Paragraph 11 and Exhibit A and the State has transmitted a fully executed contract and released funds for the project activities, the Contractor and the Participating Parties may incur any and all eligible costs to be paid out of grant funds.

(3) If the Contractor's grant application(s) included other funds for the purpose of receiving rating points, include a firm letter of commitment with Exhibit A.

(4) All work under the terms of this contract must have been completed by midnight of that day occurring three years from the date of this contract. Any work taking place more than three years after the date of this contract will not be paid for out of the CWEF funds awarded in this contract unless

this contract has been amended with the approval of the Division of Administration. All lien contingencies must be liquidated ninety (90) days from contract termination date.

Procedures for Requisitioning Payments

There will be only one requisition per month allowed for all grants.

Unobligated funds remaining at the completion of the contract period specified on page 1, paragraph 2 of this contract shall revert to the State for reuse for other eligible projects.

IN WITNESS THEREOF, the parties hereto have executed this agreement this _____ day of _____, 20__.

DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT

TRACI WATTS, DIRECTOR,
Community Water Enrichment Fund Grant Program

CHIEF ELECTED OFFICIAL

Exhibit A

GENERAL INFORMATION, CONTRACT CONDITIONS

GENERAL INFORMATION

1.	CWEF CONTRACT AMOUNT	2.	OTHER FUNDS AMOUNT
	\$ 46,667.00		\$

3.	MAILING ADDRESS OF CONTRACTOR
	City of West Monroe 2305 North 7th Street West Monroe, La 71291

4.	CONTRACTOR AUTHORIZED REPRESENTATIVE	5.	PHONE
	Staci Albritton Mitchell		318-325-1791

6.	<u>CONTRACT CONDITIONS</u>
	Funds will not be released until the following items have been submitted to and approved in accordance with Program requirements by the State’s Office of Community Development.
	1. Revisions to the application, if requested by the Office of Community Development.
	2. Firm commitments for other project funds, if applicable.
	3. Any other documentation, if requested.

Exhibit B

CWEF Line Item Budget

[illegible]

EXHIBIT C

General Definitions

Unless specifically provided otherwise or the context otherwise requires, when used in this contract:

1. “Application” means the Application for CWEF Assistance.
2. “Contract Funds” means those funds to be provided by the State to Contractors pursuant to the terms of this contract, as specified in Exhibit A.
3. “Contractor” means the local government entity receiving contract funds pursuant to this contract, as more particularly identified on the cover page of this contract.
4. “Contractor Activities” means those activities of the Project to be carried out by the Contractor, or an agent or agency of the Contractor, which activities are described in Exhibit A of this contract.
5. “Eligible Costs” means costs for the activities specified and for which grant funds are budgeted as specified in Exhibit A of this contract, provided that such costs are not incurred in connection with any activity which may be from time to time amended, are ineligible under the CWEF Program.
6. “Final Approval Date” – The date that the contract is fully executed, all conditions listed in Exhibit A has been satisfied and the State has issued an authorization to the Contractor to proceed with the project activities.
7. “Incurred Costs” – Any monies expended on allowable expenditures relating to the application and/or contract.
8. “CWEF Program” means the Community Water Enrichment Fund grant program, established by the State pursuant to House Bill 926 – Act 513 of the 2008 Regular Legislative Session and in accordance with the provisions of the Administrative Procedures Act, R.S. 49:950.
9. “CWEF Regulations” means the regulations set forth in the Louisiana Administrative Code, Title 4, Part VII, Chapter 24, as the same may, from time to time, be amended and the regulations described in the CWEF Application Package.
10. “Project” means the activities described in the Application and in Exhibits A and B of this contract which are to be carried out to meet the objectives of the CWEF Program.
11. “State” means the State of Louisiana or any official of the State to whom the State has delegated authority to act with respect to matters covered by this Contract Agreement.
12. “Unobligated Funds” means all funds for which no liability exists at the expiration of the contract.

STATE OF LOUISIANA
CITY OF WEST MONROE

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

AN ORDINANCE TO AUTHORIZE THE EXECUTION OF A CONTRACT WITH THE LOUISIANA DIVISION OF ADMINISTRATION RELATING TO THE RECEIPT OF \$30,000.00 IN FUNDING FROM FY 2023-2024 STATE APPROPRIATED FUNDS FOR SEWER IMPROVEMENTS, INCLUDING AUTHORIZATION TO PROVIDE ANY AND ALL REQUIRED CERTIFICATIONS; TO AUTHORIZE ALL OTHER ACTIONS AND TO EXECUTE ANY AND ALL FURTHER DOCUMENTATION EITHER NECESSARY OR APPROPRIATE IN ORDER TO COMPLY WITH THE REQUIRED TERMS, CONDITIONS, AND PROVISIONS; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Alderman 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 execute a contract with the Louisiana Division of Administration relating to the receipt of \$30,000.00 in funding from FY 2023-2024 State Appropriated Funds for sewer improvements, and to execute that contract attached as “Exhibit A” with the Louisiana Division of Administration, relating to the receipt of that funding, providing the required terms and conditions, together with granting and authorizing her to provide any and all required certifications;

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Alderman 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 further authorized to execute any and all further documents and agreements necessary or appropriate relating to assure qualification for the funding, together with any and all further documents which she determines are either necessary or desirable in order to fulfill the requirements of the grant or the grant program.

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 ye and nay vote, this 4th day of November, 2025, the final vote being as follows:

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

APPROVED THIS 4TH DAY OF
NOVEMBER, 2025

ANDREA PATE, CITY CLERK
CITY OF WEST MONROE,
STATE OF LOUISIANA

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

CONTRACT BY AND BETWEEN
THE DIVISION OF ADMINISTRATION

AND
THE CITY OF WEST MONROE

UNITED STATES OF AMERICA
STATE OF LOUISIANA
SOURCE OF FUNDING - FY 2023-2024
State Appropriated Funds
TYPE OF CONTRACT - FY 2023-2024 LGAP
FEDERAL EMPLOYER I.D. #72-6001497
AMOUNT OF CONTRACT - \$ 30,000.00
LGAP Format #1 (revised, 2011)
LGAP File # 2324-OCH-0401

THIS AGREEMENT, is made and entered into as of this _____ day of _____, 20____
by and between the Division of Administration, hereinafter called "Division" represented by Heather Paul,
Office of Community Development and the City of West Monroe, hereinafter called "Contractor" represented
by Staci Albritton Mitchell, Mayor.

1. CONTRACT WITH CONTRACTOR: The Division hereby agrees to contract with the Contractor and the Contractor hereby agrees to perform the services under this agreement in accordance with LGAP/Division/applicable regulations to the establishing of programs and activities. All exhibits or regulations referred to in this contract or attached hereto are by reference made part of this contract.
2. DURATION OF CONTRACT: This contract shall be for a period commencing on the date entered above and ending not more than three years later.
3. RECORDS, REPORTS, AND EVALUATIONS: The Contractor agrees to prepare, retain, report and allow Division inspection for purposes of evaluation, records as may be required by the Division for program management purposes.

Upon completion of this contract, or if terminated earlier, all records, reports, worksheets or any other materials related to this contract shall become the property of the Division. All such books, records and other documents shall be available at the offices of the Contractor (except that books, records, and other documents of a Participating Party may be maintained at the offices of such Participating Party) for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the State, including the Legislative Auditor. Any duly authorized representative of the State shall, at all reasonable times, have access to all portions of the Project.

The rights of access and inspection provided in this paragraph shall continue until completion of all close-out procedures respecting this contract and until the final settlement and conclusion of all

issues arising out of this contract. The records shall be kept for a minimum of three years from the date of final close-out.

4. AUDITS and/or FINANCIAL REPORTS: State requirements mandate that local governments and Parish Police Juries must still submit financial statements in compliance with financial and compliance audit requirements established by R.S. 24:513 through 514.

Failure to comply with all financial report requirements may cause loss of participation in this program and reimbursement of contract funds.

5. CHANGES: The Division may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including an increase or decrease in the amount of the Contractor's allocation, must be incorporated as written amendments to this contract. These changes may include the waiver of certain rules and regulations where the Division deems it appropriate.

6. TERMINATION OR SUSPENSION FOR CAUSE OR CONVENIENCE: The Division may, after giving thirty (30) days written notice terminate this contract and payment in whole or part for convenience or cause. Cause shall include but not be limited to:

- (1) failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this contract, including compliance with approved programs and attached conditions, exhibits, and such statutes and Executive Orders as may become generally applicable at any time;
- (2) submission by the Contractor to the Division or its Auditors, of reports that are incorrect or incomplete in any material respect;
- (3) ineffective or improper use of funds provided under this contract;
- (4) suspension or termination of the program from the State Legislature to the Division, under which this contract is made, or the portion thereof delegated by this contract.

The Division, where appropriate, may suspend the contract or payment from time to time in lieu of termination based on reasons indicated above. There may be a suspension of payment when a term of the contract has not been resolved by the next payment request.

The Division may also assign and transfer this contract when required.

If the Contractor is unable or unwilling to comply with such additional conditions as may be lawfully applied to the grant received from the Division, the Contractor shall terminate the contract by giving reasonable written notice to the Division, signifying the effective date thereof. In the event of any termination, or suspension, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Contractor under this contract shall become the property of the

Division. The Contractor shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of any breach of the contract by the Contractor and the Division may withhold any reimbursement to the Contractor for the purposes of setoff until such time as the exact amount of damages due the Division from the Contractor is agreed upon or otherwise determined. The Division may authorize the Contractor to continue with its own funds for the project until a question is resolved with the understanding that a satisfactory resolution will cause the Division to reimburse funds.

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

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

9. COMPLIANCE WITH FEDERAL, STATE AND LOCAL GUIDELINES: The Contractor hereby binds itself, certifies, and gives its assurance that it will comply with all applicable federal and State regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of state resources for the State assisted project.

The Contractor further agrees to comply with applicable laws, ordinances, and codes of the State federal, and local governments, including the State Ethics Law, Act 17 of 1996, Section 15C (which sets criteria for transfer of state appropriated funds), State Bid Laws, Local Government Assurances listed in the grant application(s), and all policies and guidelines of the LGAP program as established by the Office of Community Development.

The Contractor has obtained, or has reasonable assurances that it will obtain, all federal, State and local government approvals and reviews required by law to be obtained by the Contractor for the Project; and all Participating Parties have obtained, or the Contractor has reasonable assurances that such Participating Parties will obtain, all such approvals and reviews required by law to be obtained by the Participating Parties for the Project.

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said Contractor's obligation and identified under tax identification number 72-6001497.

10. NONDISCRIMINATION: Contractor assures that it is in compliance with all applicable State Civil Rights Legislation and Executive Orders.

11. COMPLIANCE WITH APPROVED PROGRAM: All activities authorized by this agreement will be performed in accordance with the approved work program as described in the grant application(s), (including any amendments which have occurred), Exhibits A, B, and C, the grant conditions and relevant LGAP directives. If any activities authorized by this agreement are not performed in accordance with any part of this agreement or if unauthorized activities are performed, the DOA LGAP Representative may require that any or all grant funds paid-out to Contractor be returned to the Division. Dollar amounts expended for each activity may not exceed those specified in Exhibit B. The release of funds for this contract is conditioned upon approval of the contract conditions listed in Exhibit A.

12. COVENANT AGAINST CONTINGENT FEES AND CONFLICT OF INTEREST: The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant the Division shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of the Contractor, or its designees, or agents, no consultant, no member of the governing body of the Contractor or the locality in which the program is situated, and no other public official of the Contractor or such locality or localities, who exercises or has exercised any functions or responsibilities with respect to the project during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity or benefit, which is part of this Project.

However, upon written request of the Contractor, the State may agree in writing to waive a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the State determines that undue hardship will result either to the Contractor or the person affected by applying the prohibition and that the granting of a waiver is in the public interest. No such request for waiver shall be made by Contractor which would, in any way, permit a violation of State or local law or any charter provision of the Contractor.

13. SCHEDULE OF PAYMENT: In consideration of the various obligations undertaken by the Contractor pursuant to this contract, and in consideration of the obligations to be undertaken by Participating Parties, as represented by the Contractor in the Application, the State agrees, subject to the terms and conditions set forth herein, to provide the Contractor with contract funds in the amount of \$ 30,000.00.

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

15. REMEDIES FOR DEFAULT: Any claim or controversy arising out of this contract shall be resolved by the provisions of R.S. 39:1672.2 through 1674.4.

Incurring Costs for Project Activities

The use of grant funds is conditioned upon the Contractor incurring costs in accordance with this contract or as otherwise approved by the State in writing. The incurring of costs to be paid out of contract funds shall be governed by the following:

(1) No costs to be paid out of contract funds may be incurred by the Contractor or any Participating Party until the following conditions are met: (a) a written approval by the State is received of required documentation as specified in Paragraph 11 and Exhibit A of this contract, if any, and (b) written authorization from the State is received to draw funds.

(2) After the Contractor has satisfied all of the contract conditions specified in Paragraph 11 and Exhibit A and the State has transmitted a fully executed contract and released funds for the project activities, the Contractor and the Participating Parties may incur any and all eligible costs to be paid out of grant funds.

(3) If the Contractor's grant application(s) included other funds for the purpose of receiving rating points, include a firm letter of commitment with Exhibit A.

(4) All work under the terms of this contract must have been completed by midnight of that day occurring three years from the date of this contract. Any work taking place more than three years after the date of this contract will not be paid for out of the LGAP funds awarded in this contract unless

this contract has been amended with the approval of the Division of Administration. All lien contingencies must be liquidated ninety (90) days from contract termination date.

Procedures for Requisitioning Payments

There will be only one requisition per month allowed for all grants.

Unobligated funds remaining at the completion of the contract period specified on page 1, paragraph 2 of this contract shall revert to the State for reuse for other eligible projects.

IN WITNESS THEREOF, the parties hereto have executed this agreement this _____ day of _____, 20____.

DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT

HEATHER PAUL, DIRECTOR,
Local Government Assistance Program

CHIEF ELECTED OFFICIAL

Exhibit A

GENERAL INFORMATION, CONTRACT CONDITIONS

GENERAL INFORMATION

1.	LGAP CONTRACT AMOUNT	2. OTHER FUNDS AMOUNT
	\$ 30,000.00	\$

3.	MAILING ADDRESS OF CONTRACTOR
	City of West Monroe 2305 North 7th Street West Monroe, La 71291

4.	CONTRACTOR AUTHORIZED REPRESENTATIVE	5. PHONE
	Staci Albritton Mitchell	318-396-2600

6. CONTRACT CONDITIONS

Funds will not be released until the following items have been submitted to and approved in accordance with Program requirements by the State’s Office of Community Development.

- 1. Revisions to the application, if requested by the Office of Community Development.
- 2. Firm commitments for other project funds, if applicable.
- 3. Any other documentation, if requested.

Exhibit BLGAP Line Item Budget[illegible]

EXHIBIT C

General Definitions

Unless specifically provided otherwise or the context otherwise requires, when used in this contract:

1. “Application” means the Application for LGAP Assistance.
2. “Contract Funds” means those funds to be provided by the State to Contractors pursuant to the terms of this contract, as specified in Exhibit A.
3. “Contractor” means the local government entity receiving contract funds pursuant to this contract, as more particularly identified on the cover page of this contract.
4. “Contractor Activities” means those activities of the Project to be carried out by the Contractor, or an agent or agency of the Contractor, which activities are described in Exhibit A of this contract.
5. “Eligible Costs” means costs for the activities specified and for which grant funds are budgeted as specified in Exhibit A of this contract, provided that such costs are not incurred in connection with any activity which may be from time to time amended, are ineligible under the LGAP Program.
6. “Final Approval Date” – The date that the contract is fully executed, all conditions listed in Exhibit A has been satisfied and the State has issued an authorization to the Contractor to proceed with the project activities.
7. “Incurred Costs” – Any monies expended on allowable expenditures relating to the application and/or contract.
8. “LGAP Program” means the Local Government Assistance Program, established by the State pursuant to House Bill 2 – Act 27 of the 2006 Regular Legislative Session and in accordance with the provisions of the Administrative Procedures Act, R.S. 49:950.
9. “LGAP Regulations” means the regulations set forth in the Louisiana Administrative Code, Title 4, Part VII, Chapter 23, as the same may, from time to time, be amended and the regulations described in the LGAP Application Package.
10. “Project” means the activities described in the Application and in Exhibits A and B of this contract which are to be carried out to meet the objectives of the LGAP Program.
11. “State” means the State of Louisiana or any official of the State to whom the State has delegated authority to act with respect to matters covered by this Contract Agreement.
12. “Unobligated Funds” means all funds for which no liability exists at the expiration of the contract.

CHANGE ORDER

No. 3PROJECT: Sunshine Heights Drainage Improvements DATE OF ISSUANCE: October 29, 2025OWNER: City of West Monroe
(Name, 2305 North 7th Street
Address) West Monroe, LA 71291OWNERS Project No. N/ACONTRACTOR: Kepper Trucking & Dirt Contracting, LLC
(Name, 868 Hwy 139
Address) Monroe, LA 71203ENGINEER: Lazenby & Associates, Inc.
2000 North 7th Street
West Monroe, LA 71291ENGINEER's Project No. 22E045.00

CONTRACT FOR: Sunshine Heights Drainage Improvements

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

Description: There is a 6 inch water main conflict with Structure No. 99 at the corner of Otis Street & N. 10th Street. The plan is to lower the water main in order to keep the flow line of Structure No. 99 at plan grade. A 6 inch tie-in is required for the work described above including required excavation, tees, bends, and restraints.

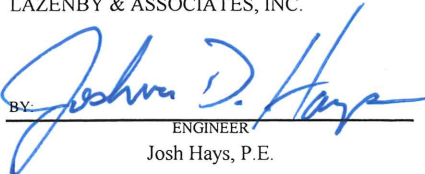
Purpose of Change Order: Increase tie-in item to lower a water utility main conflict with drainage pipe. Add 14 Calendar Days to contract time for utility conflicts encountered.

Attachments: Revised items, quantities, and cost.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$1,953,258.92	Original Contract Time: (days or date) 180 Calendar Days
Previous Change Orders No. <u>1</u> to No. <u>2</u> \$55,687.26	Net change from previous Change Orders: 0 days
Contract Price prior to this Change Order: \$2,008,946.18	Contract Time prior to this Change Order: (days or date) 180 Calendar Days
Net Increase (Decrease) of this Change Order: \$9,402.63	Net Increase (Decrease) of this Change Order: (days) 14 days
Contract Price with all approved Change Orders \$2,018,348.81	Contract Time with all approved Change Orders 194 Calendar Days days or date

RECOMMENDED
LAZENBY & ASSOCIATES, INC.APPROVED
City of West MonroeAPPROVED
Kepper Trucking & Dirt Contracting, LLC.

BY:



ENGINEER
Josh Hays, P.E.

BY:

 OWNER
Staci Albritton Mitchell, Mayor

BY:



CONTRACTOR
Eddie Kepper

Sunshine Heights Drainage Improvements

CHANGE ORDER NO. 3

L&A, INC. PROJECT NO. 22E045.00

October 29, 2025

Item No.	Item Description	Unit Price	Units	Original Quantity	Revised Quantity	Amount Over/Under
202-01-00100	Removal of Structures and Obstructions	\$49,900.00	Lump Sum	100%	100%	\$0.00
202-02-02000	Removal of Asphalt Drives	\$45.00	Sq. Yd.	17	17	\$0.00
202-02-06100	Removal of Concrete Walks and Drives	\$11.70	Sq. Yd.	373	373	\$0.00
202-02-12000	Removal of Fence	\$10.00	Lin. Ft.	135	135	\$0.00
203-05-00100	Excavation and Embankment	\$29,026.00	Lump Sum	100%	100%	\$0.00
203-10-00100	Cleaning Existing Ditches	\$5.50	Lin. Ft.	4283	4283	\$0.00
402-01-00100	Traffic Maintenance Aggregate (Net Section)	\$100.00	Cu. Yd.	340	340	\$0.00
502-01-00200	Asphalt Concrete, Drives, Turnouts and Miscellaneous	\$650.00	Ton	10	10	\$0.00
510-01-00104	Pavement Patching (10" Min. Thickness)	\$230.00	Sq. Yd.	922	922	\$0.00
701-01-00900	Cross Drain Pipe (18" RCP/CPPPDW)	\$80.82	Lin. Ft.	56	56	\$0.00
701-01-01080	Cross Drain Pipe (48" RCP/CPPPDW)	\$300.00	Lin. Ft.	80	80	\$0.00
701-02-01000	Cross Drain Pipe Arch (24" Equiv. RCPA)	\$99.50	Lin. Ft.	144	144	\$0.00
701-02-01040	Cross Drain Pipe Arch (36" Equiv. RCPA)	\$187.00	Lin. Ft.	107	107	\$0.00
701-02-01060	Cross Drain Pipe Arch (42" Equiv. RCPA)	\$266.50	Lin. Ft.	236	236	\$0.00
701-04-01040	Storm Drain Pipe Arch (24" Equiv. RCPA)	\$99.50	Lin. Ft.	95	95	\$0.00
701-04-01100	Storm Drain Pipe Arch (42" Equiv. RCPA)	\$256.00	Lin. Ft.	102	102	\$0.00
701-04-01120	Storm Drain Pipe Arch (48" Equiv. RCPA)	\$336.00	Lin. Ft.	452	452	\$0.00
701-05-01049	Side Drain Pipe (18" RCP/CPPPDW)	\$65.00	Lin. Ft.	50	50	\$0.00
701-06-00020	Side Drain Pipe Arch (18" Equiv. RCPA)	\$70.00	Lin. Ft.	56	56	\$0.00
701-06-00040	Side Drain Pipe Arch (24" Equiv. RCPA)	\$102.00	Lin. Ft.	148	148	\$0.00
701-06-00080	Side Drain Pipe Arch (36" Equiv. RCPA)	\$179.26	Lin. Ft.	40	40	\$0.00
701-06-00100	Side Drain Pipe Arch (42" Equiv. RCPA)	\$256.00	Lin. Ft.	152	152	\$0.00
701-07-00500	Yard Drain Pipe (12" RCP/CPPPDW)	\$60.00	Lin. Ft.	12	12	\$0.00
701-07-00600	Yard Drain Pipe (15" RCP/CPPPDW)	\$100.00	Lin. Ft.	8	8	\$0.00
701-15-00100	Concrete Collar	\$3,500.00	Each	1	1	\$0.00
702-03-00100	Catch Basins (CB-01)	\$9,500.00	Each	1	1	\$0.00
702-03-00300	Catch Basins (CB-04)	\$9,850.00	Each	2	2	\$0.00
702-03-01100	Catch Basins (CB-SD02)	\$22,500.00	Each	7	7	\$0.00
702-03-10000	Catch Basins (CB-14XOPEN)	\$33,500.00	Each	3	3	\$0.00
702-04-00100	Adjusting Manholes	\$2,850.00	Each	2	2	\$0.00
705-06-00100	Chain Link Fence (4 Foot Height)	\$30.00	Lin. Ft.	135	135	\$0.00
706-01-00100	Concrete Walk (4" Thick)	\$180.00	Sq. Yd.	57.4	57.4	\$0.00
706-02-00200	Concrete Drive (6" Thick)	\$225.00	Sq. Yd.	313.3	313.3	\$0.00

Item No.	Item Description	Unit Price	Units	Original Quantity	Revised Quantity	Amount Over/Under
711-01-03020	Rip-Rap (30 Lb, 18" Thick)	\$100.00	Sq. Yd.	181.8	181.8	\$0.00
711-01-04000	Rip-Rap (55 Lb, 18" Thick)	\$110.00	Sq. Yd.	112.2	112.2	\$0.00
713-01-00100	Temporary Signs and Barricades	\$35,500.00	Lump Sum	100%	100%	\$0.00
726-01-00100	Bedding Material	\$105.00	Cu. Yd.	521.8	521.8	\$0.00
727-01-00100	Mobilization	\$227,000.00	Lump Sum	100%	100%	\$0.00
739-01-00100	Hydro-Seeding	\$27,000.00	Acre	2.4	2.4	\$0.00
740-01-00100	Construction Layout	\$37,800.00	Lump Sum	100%	100%	\$0.00
741-01-01080	Water Main (6" PVC, C900)	\$212.00	Lin. Ft.	168	168	\$0.00
741-01-01140	Water Main (12" PVC, C900)	\$310.00	Lin. Ft.	285	285	\$0.00
741-07-00100	Relocating Water Valve	\$2,786.00	Each	3	3	\$0.00
741-08-00100	Relocating Water Meter	\$4,011.00	Each	2	2	\$0.00
741-11-00100	Adjusting Water Valve	\$1,000.00	Each	6	6	\$0.00
741-21-00300	Gate Valve (6")	\$3,230.00	Each	6	6	\$0.00
741-21-00600	Gate Valve (12")	\$5,200.00	Each	3	3	\$0.00
742-01-00300	Sanitary Sewer Pipe (6")	\$54.50	L.F.	30	30	\$0.00
742-04-00100	Casing (8")	\$100.00	L.F.	30	30	\$0.00
NS-500-00340	Saw Cutting Asphalt Concrete Pavement	\$10.00	In.-L.F.	178	178	\$0.00
NS-600-00220	Saw Cutting Portland Cement Concrete Pavement	\$6.00	In.-L.F.	2244	2244	\$0.00
S-001	Concrete Head Wall (2 - 42" (Equiv.) RCPA) (24" (Equiv.) RCPA Wing Wall)	\$13,000.00	Each	1	1	\$0.00
S-002	Concrete Head Wall (2 - 42" (Equiv.) RCPA)	\$13,000.00	Each	6	6	\$0.00
S-003	Concrete Head Wall (2 - 36" (Equiv.) RCPA)	\$13,000.00	Each	2	2	\$0.00
S-004	Concrete Head Wall (2 - 24" (Equiv.) RCPA)	\$13,000.00	Each	4	4	\$0.00
S-005	Traffic Striping	\$8,000.00	Lump Sum	100%	100%	\$0.00
S-006	Final Cleanup and Erosion Control	\$38,400.00	Lump Sum	100%	100%	\$0.00
S-007	6 Inch Water Main Tie-In	\$9,402.63	Each	2	3	\$9,402.63
S-008	Relocate Fire Hydrant (City Provide Material: FH Assembly)	\$5,625.00	Each	1	1	\$0.00

ORIGINAL CONTRACT AMOUNT:

\$1,953,258.92

TOTAL OF PREVIOUS CHANGE ORDERS:

\$55,687.26

NET INCREASE (DECREASE) THIS CHANGE ORDER:

\$9,402.63

REVISED CONTRACT AMOUNT:

\$2,018,348.81

CHANGE ORDERNo. 1Dated: October 28, 2025OWNER'S Contract No.: _____ ENGINEER'S Project No.: 199499

Project:

New Drago Street Sanitary Sewer Lift StationCONTRACTOR: DON M. BARRON CONTRACTOR, INCContract For: City of West Monroe Contract Date: December 13, 2024To: DON M. BARRON CONTRACTOR, INC
Contractor

You are directed to make the changes noted below in the subject Contract.

CITY OF WEST MONROE

Owner

By: Staci Mitchell, Mayor

Dated: _____

Nature of Changes: 1.) Additional crushed stone for access lot.
 2.) Repairs to Gravel Drive for ABS.
 3.) Repairs for erosion at corner building for ABS.
 4.) New Emergency Generator.

Enclosures:
 see attached.

These changes result in the following adjustments to the Contract Price and Contract Time:

Contract Price Prior to This Change Order: \$ 5,601,381.00Net (Increase) Resulting from this Change Order: \$ 160,714.82Current Contract Price Including this Change Order: \$ 5,762,095.82

Contract Time Prior to This Change Order: 390 Days

Net (Add) Resulting from This Change Order: 0 Days

Current Contract Time Including This Change Order: 390 Days

The Above Changes Are Recommended:

S. E. HUEY CO.

Project Engineer

By:



Don R. Arrington, P.E.

Date:

November 2, 2025

The above Changes Are Approved As Recommended:

CITY OF WEST MONROE

Owner

By:

Staci Mitchell, Mayor

Date:

The above Changes Are Accepted:

DON M. BARRON CONTRACTORS, LLC

Contractor

By:

Date:



October 27, 2025

Mr. Don Arrington, P.E.
S. E. Huey Co.
111 N. 19th Street
Monroe, LA 71201

Re: New Drago Street Sanitary Sewer Lift Station
City of West Monroe, LA
City Project No. 000180
Huey Job No. 199499
DMB Job No. P-0193

Dear Mr. Arrington,

As previously discussed, we are willing to hold our alternate no. 1 bid price for the new generator for the amount proposed at bid time in the amount of \$136,200.00. If you elect to move forward with this addition to the project, please initiate a change order to include this along with the following changes to date:

April 2, 2025

Repair gravel drive at north end of site going toward Auto Body Specialist..\$6,250.00
Repair eroded area behind Auto Body Specialist with 35# Rip Rap\$6,475.00

May 5, 2025

Provide 3" crushed stone w/ filter cloth for New Entrance..... \$11,789.82

I have attached cost breakdowns for your review. If all of these items are accepted, the additional cost would be \$160,714.82 per my calculations.

Please let me know if you have any questions.

Sincerely,

David C. Farrar
Executive Vice President / Secretary

JOB: New Drago St. Sanitary Sewer Lift Station

LOCATION: City of West Monroe, LA

ENGINEER: S.E. Huey Co.

Don M. Barron Contractor, Inc.

408 Cedar Street, P.O. Drawer 399 Farmerville, LA 71241-0399 Phone: (318) 368-2622 Fax: (318) 368-9615

Sheet No.: 1 of 1

Date: 4-2-2025

Description	Total Estimated Quantity	Qty. Units	Unit Material Price	Total Material Cost	Sales Tax %	Unit Labor Cost	Total Labor Cost	Burden %	Unit Equipment Price	Total Equipment Cost	Subcontractor Cost	Total Subcontractor Cost	Other Cost	Total Other Cost	Total
					0%			0.45							
Repair Gravel Drive @ North End				\$ -	\$ -		\$ -	\$ -		\$ -		\$ -		\$ -	\$ -
of Project Going to Auto Body				\$ -	\$ -		\$ -	\$ -		\$ -		\$ -		\$ -	\$ -
Specialist				\$ -	\$ -		\$ -	\$ -		\$ -		\$ -		\$ -	\$ -
Re-Grade Driveway	80	sy		\$ -	\$ -	\$ 16.75	\$ 1,340.00	\$ 603.00	\$18.95	\$ 1,516.00		\$ -		\$ -	\$ 3,459.00
SB-2 Crushed Stone	\$31.27	Ton	\$ 45.50	\$ 1,422.79	\$ -	\$ 3.35	\$ 104.75	\$ 47.14	\$ 10.25	\$ 320.52		\$ -		\$ -	\$ 1,895.20
Contractor O&P	5354.2	\$		\$ -	\$ -		\$ -	\$ -		\$ -		\$ -	15.00%	\$ 803.13	\$ 803.13
Bond Premium	6157.33	\$		\$ -	\$ -		\$ -	\$ -		\$ -		\$ -	1.50%	\$ 92.36	\$ 92.36
Unit Price = \$6,249.69/80 sy	\$78.12	sy		\$ -	\$ -		\$ -	\$ -		\$ -		\$ -		\$ -	\$ -
				\$ -	\$ -		\$ -	\$ -		\$ -		\$ -		\$ -	\$ -
Repair Eroded Area behind Auto				\$ -	\$ -		\$ -	\$ -		\$ -		\$ -		\$ -	\$ -
Body Specialist w/35# Rip Rap				\$ -	\$ -		\$ -	\$ -		\$ -		\$ -		\$ -	\$ -
Rip Rap - 35#	35	Ton	\$ 42.50	\$ 1,487.50	\$ -	\$ 45.00	\$ 1,575.00	\$ 708.75	\$ 50.75	\$ 1,776.25		\$ -		\$ -	\$ 5,547.50
Contractor O&P	5547.5	\$		\$ -	\$ -		\$ -	\$ -		\$ -		\$ -	15%	\$ 832.13	\$ 832.13
Bond Premium	6379.63	\$		\$ -	\$ -		\$ -	\$ -		\$ -		\$ -	1.50%	\$ 95.69	\$ 95.69
Unit Price = \$6,475.32/35 Ton	\$185.00	\$		\$ -	\$ -		\$ -	\$ -		\$ -		\$ -		\$ -	\$ -
				\$ -	\$ -		\$ -	\$ -		\$ -		\$ -		\$ -	\$ -
				\$ -	\$ -		\$ -	\$ -		\$ -		\$ -		\$ -	\$ -
				\$ -	\$ -		\$ -	\$ -		\$ -		\$ -		\$ -	\$ -
				\$ -	\$ -		\$ -	\$ -		\$ -		\$ -		\$ -	\$ -
				\$ -	\$ -		\$ -	\$ -		\$ -		\$ -		\$ -	\$ -
				\$ -	\$ -		\$ -	\$ -		\$ -		\$ -		\$ -	\$ -
				\$ -	\$ -		\$ -	\$ -		\$ -		\$ -		\$ -	\$ -
				\$ -	\$ -		\$ -	\$ -		\$ -		\$ -		\$ -	\$ -
				\$ -	\$ -		\$ -	\$ -		\$ -		\$ -		\$ -	\$ -
				\$ -	\$ -		\$ -	\$ -		\$ -		\$ -		\$ -	\$ -
Total				\$ 2,910.29	\$ -		\$ 3,019.75	\$ 1,358.89		\$ 3,612.77		\$ -		\$ 1,823.31	\$ 12,725.01

JOB: New Drago St. Sanitary Sewer Lift Station

LOCATION: City of West Monroe, LA

ENGINEER: S.E. Huey Co.

Don M. Barron Contractor, Inc.

408 Cedar Street, P.O. Drawer 399 Farmerville, LA 71241-0399 Phone: (318) 368-2622 Fax: (318) 368-9615

Sheet No.: 1 of 1

Date: 5-5-2025

Description	Total Estimated Quantity	Qty. Units	Unit Material Price	Total Material Cost	Sales Tax %	Unit Labor Cost	Total Labor Cost	Burden %	Unit Equipment Price	Total Equipment Cost	Subcontractor Cost	Total Subcontractor Cost	Other Cost	Total Other Cost	Total
					0%			0.45							
Provide 3" Crushed Stone w/Filter				\$ -	\$ -		\$ -	\$ -		\$ -		\$ -		\$ -	\$ -
Cloth for New Entrance				\$ -	\$ -		\$ -	\$ -		\$ -		\$ -		\$ -	\$ -
SB-2 Crushed Stone	156	Ton	\$46	\$ 7,098.00	\$ -	\$ 3.35	\$ 522.60	\$ 235.17	\$ 10.25	\$ 1,599.00		\$ -		\$ -	\$ 9,454.77
Filter Fabric	429.92	sy	\$ 1.00	\$ 429.92	\$ -	\$ 0.30	\$ 128.98	\$ 58.04	\$0.07	\$ 28.80		\$ -		\$ -	\$ 645.74
Contractor O&P	\$10,100.50	\$		\$ -	\$ -		\$ -	\$ -		\$ -		\$ -	15%	\$ 1,515.08	\$ 1,515.08
Bond Premium	11615.58	\$		\$ -	\$ -		\$ -	\$ -		\$ -		\$ -	1.50%	\$ 174.23	\$ 174.23
				\$ -	\$ -		\$ -	\$ -		\$ -		\$ -		\$ -	\$ -
				\$ -	\$ -		\$ -	\$ -		\$ -		\$ -		\$ -	\$ -
				\$ -	\$ -		\$ -	\$ -		\$ -		\$ -		\$ -	\$ -
				\$ -	\$ -		\$ -	\$ -		\$ -		\$ -		\$ -	\$ -
				\$ -	\$ -		\$ -	\$ -		\$ -		\$ -		\$ -	\$ -
				\$ -	\$ -		\$ -	\$ -		\$ -		\$ -		\$ -	\$ -
				\$ -	\$ -		\$ -	\$ -		\$ -		\$ -		\$ -	\$ -
				\$ -	\$ -		\$ -	\$ -		\$ -		\$ -		\$ -	\$ -
				\$ -	\$ -		\$ -	\$ -		\$ -		\$ -		\$ -	\$ -
				\$ -	\$ -		\$ -	\$ -		\$ -		\$ -		\$ -	\$ -
				\$ -	\$ -		\$ -	\$ -		\$ -		\$ -		\$ -	\$ -
				\$ -	\$ -		\$ -	\$ -		\$ -		\$ -		\$ -	\$ -
				\$ -	\$ -		\$ -	\$ -		\$ -		\$ -		\$ -	\$ -
				\$ -	\$ -		\$ -	\$ -		\$ -		\$ -		\$ -	\$ -
				\$ -	\$ -		\$ -	\$ -		\$ -		\$ -		\$ -	\$ -
				\$ -	\$ -		\$ -	\$ -		\$ -		\$ -		\$ -	\$ -
Total				\$ 7,527.92	\$ -		\$ 651.58	\$ 293.21		\$ 1,627.80		\$ -		\$ 1,689.31	\$ 11,789.82

CHANGE ORDER

No. 3
Dated: November 4, 2025

OWNER'S Contract No.: 000171 ENGINEER'S Project No.: 209803
FEDERAL Project No.: H.014674

Project:

North 7th Shared-Use Trail

CONTRACTOR: CW&W Contractors, Inc.

Contract For: Municipal Construction Contract Date: February 28, 2025

To: CW&W Constructors, Inc.
Contractor

You are directed to make the changes noted below in the subject Contract:

City of West Monroe

Owner

By: Staci Albritton Mitchell - Mayor
Dated: November 4, 2025

Nature of Changes: Asbuilt Quantity Adjustment

Enclosures: Change Order #3 Detail

These changes result in the following adjustments to the Contract Price and Contract Time

Contract Price Prior to This Change Order:	\$ <u>343,571.05</u>
Net Increase Resulting from this Change Order:	\$ <u>1,225.20</u>
Current Contract Price Including this Change Order:	\$ <u>344,796.25</u>

Contract Time Prior to This Change Order: 99 Days

Net Add Resulting from This Change Order: 0 Days

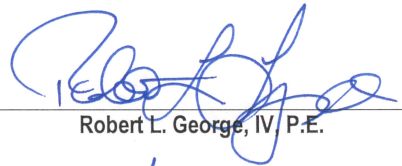
Current Contract Time Including This Change Order: 99 Days

The Above Changes Are Recommended:

S. E. HUEY CO.

Project Engineer

By:



Robert L. George, IV, P.E.

Date:

11-4-25

The above Changes Are Approved As Recommended:

City of West Monroe

Owner

By:

Staci Albritton Mitchell - Mayor

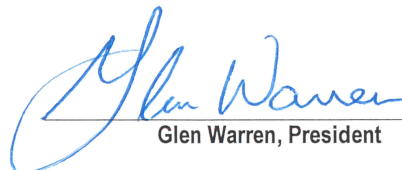
Date:

The above Changes Are Accepted:

CW&W Constructors, Inc.

Contractor

By:



Glen Warren, President

Date:

11-4-25

Project: North 7th Shared-Use Trail		Owner: CITY OF WEST MONROE, LA						
Job #:	209803	Change Order No. 3			Contract Date: February 28, 2025			
Date of Completion:		Amount of Contract:			Contract Days:			
Original:	N/A	Current: \$343,571.05			Current: 99			
Revised:	N/A	Revised: \$344,796.25			Revised: 99			
Contract Items		Original				Change Order No. 3		
Item No.	Item Description	Unit	Quantity	Unit \$	Extension	Quantity	Difference	Extension
1	Clearing & Grubbing	LS	1	\$5,292.35	\$5,292.35	1	0	\$0.00
2	4" Concrete Sidewalk (Inclusive of Excavation, Formwork, Fabric, & Reinf. Complete in Place)	SY	1538	\$38.26	\$58,843.88	1538	0	\$0.00
3	Tie-in to Existing Sidewalks/Curb Ramps	EA	6	\$1,859.87	\$11,159.22	6	0	\$0.00
4	Sidewalk Grading & Compaction	SY	1800	\$11.41	\$20,538.00	1800	0	\$0.00
5	Trench Drain	EA	2	\$2,780.72	\$5,561.44	2	0	\$0.00
6	Hauled in Select Fill	CY	200	\$20.42	\$4,084.00	260	60	\$1,225.20
7	Decorative Lighting w/ Banner Arms (Inclusive of Luminaire, Pole, Receptacle, & Foundation)	EA	6	\$9,435.72	\$56,614.32	6	0	\$0.00
8	Decorative Lighting w/ Planter & Drip Irrigation System (Inclusive of Luminaire, Pole, Receptacle, & Foundation)	EA	6	\$9,435.72	\$56,614.32	6	0	\$0.00
9	Electrical Power Service Point (Structure & all Associated Electrical Gear Items)	LS	1	\$20,210.55	\$20,210.55	1	0	\$0.00
10	1-1/4" PVC Lighting Conduit (Inclusive of Pull Cable)	LF	1400	\$11.20	\$15,680.00	1400	0	\$0.00
11	Power Conductors, Copper, THWN, 600 Volt #10 AWG	LF	4200	\$0.72	\$3,024.00	4200	0	\$0.00
12	Power Conductors, Copper, THWN, 600 Volt #8 AWG	LF	2800	\$1.18	\$3,304.00	2800	0	\$0.00
13	1" HDPE Irrigation Main	LF	1300	\$6.20	\$8,060.00	1300	0	\$0.00
14	1" Service Assembly, Backflow Preventor, Irrigation Control Valve, & Box	EA	1	\$1,177.92	\$1,177.92	1	0	\$0.00
15	1" Irrigation Control Conduit (Inclusive of Pull Cable)	LF	1300	\$3.94	\$5,122.00	1300	0	\$0.00
16	Signal Cable, Copper, CMR/CMG, 600 Volt 2C/#16 AWG	LF	1300	\$2.36	\$3,068.00	1300	0	\$0.00
17	Sodding	AC	0.15	\$61,995.55	\$9,299.33	0.15	0	\$0.00
18	Hydro-Seeding	AC	0.50	\$8,679.38	\$4,339.69	0.50	0	\$0.00
19	Mobilization	LS	1	\$8,963.86	\$8,963.86	1	0	\$0.00
20	Traffic Control	LS	1	\$12,151.13	\$12,151.13	1	0	\$0.00
21	Construction Layout	LS	1	\$8,059.42	\$8,059.42	1	0	\$0.00
22	North 7th Street Catch Basin Outlet Repair	LS	1	\$9,861.52	\$9,861.52	1	0	\$0.00
23	Fill 2 Existing Auger Holes and Auger 2 New Holes in Adjusted Location	LS	1	\$4,091.00	\$4,091.00	1	0	\$0.00
24	Powdercoated Handrails at Trench Drains	LS	1	\$8,451.10	\$8,451.10	1	0	\$0.00
*- New Item		Project Cost Increase: \$1,225.20						
		Contract Amount: Current: \$343,571.05 Revised: \$344,796.25						

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No. 000171

ENGINEER'S Project No. 209803

Project: **North 7th Shared-Use Trail**

CONTRACTOR: **CW&W Contractors, Inc.**

Contract For: **Municipal Construction**

Contract Date: **February 28, 2025**

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

None specified.

To City of West Monroe
OWNER

And To CW&W Contractors, Inc.
CONTRACTOR

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

November 3, 2025
Date of Substantial Completion

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

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

All work, no exceptions.

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

RESPONSIBILITIES:

OWNER: Normal operation and maintenance

CONTRACTOR: Provide a 1-year warranty of materials and workmanship.

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

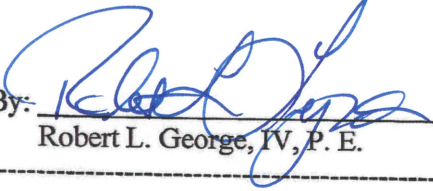
Punchlist

ACCEPTED BY OWNER: City of West Monroe

By: _____
Staci Albritton Mitchell, Mayor

Date: _____

EXECUTED BY ENGINEER: S. E. HUEY CO.

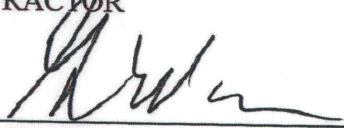
By:  _____
Robert L. George, IV, P. E.

Date: 11-4-25

The **CONTRACTOR** accepts this Certificate of Substantial Completion on 11-4-25

CW&W Contractors, Inc.

CONTRACTOR

BY:  _____
Glen Warren, President

**NORTH 7TH SHARED-USE TRAIL
CW&W Contractors, Inc.**

**Final Inspection Punch List
11-3-2025**

Attending this inspection were Robbie George (S.E. Huey Co.), Jacob Cloud (S.E. Huey Co.), Jonathan Kaufman (City of West Monroe), James Standard IV (JSA Consulting Engineers), Jeff Gladney (JSA Consulting Engineers), Conner Williams (CW&W Contractors, Inc.), Colton (CD Services Group), Calvin (CD Services Group) and Marshall Carpenter (SodFather Irrigation).

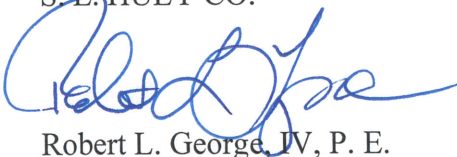
All items required for the project were in place and ready for inspection. The following list was compiled to document items remaining to be addressed as part of the contract.

1. Backflow preventor shall have an initial test performed by a certified backflow tester and provide the test report to the owner/engineers. (\$1,000)
2. The ground disturbed near the backflow preventor and irrigation controller has settled. Contractor to fill/compact trench again and reestablish sod. (\$1,000)
3. Provide erosion protection and establish grass at both trench drain locations around catch basin inlets. (\$500)
4. Drip irrigation system on pole #3 appears to have low flow. Verify that the irrigation tubing is free of any kinks and clear of any internal debris stuck in the line/drip irrigation head. (\$500)
5. Provide a typed directory for the electrical panel. A handwritten directory was found. Replace the handwritten directory with a typewritten panelboard directory in the door packet. (\$250)
6. Email Engineer stating that the photocell only is controlling the lighting system. The time clock can remain installed in the electrical cabinet for possible future use. (\$200)
7. Photocell on control panel is loose. Strengthen and tighten the installation. Photocell shall be pointed north. (\$200)
8. Paint conduit threads on service conduit at control panel. Use a metal wire brush to clean off rust that is already appearing on the conduit threads and then paint the threads with a zinc paint. (\$200)

Please provide us with written confirmation and any comments once these items are completed.

Respectfully submitted,

S. E. HUEY CO.



Robert L. George, IV, P. E.

STATE OF LOUISIANA
CITY OF WEST MONROE

RESOLUTION NO. _____ MOTION BY: _____
SECONDED BY: _____

A RESOLUTION TO ACCEPT AND ADOPT THE “CITY OF WEST MONROE
SANITARY SEWER SYSTEM RISK AND RESILIENCE ASSESSMENT”; AND TO
OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, representatives of our community have previously participated in the process to
prepare both multi-jurisdictional and local long term recovery and resiliency strategies; and,

WHEREAS, through those efforts there has been appropriate opportunity previously provided for
input by public and community officials; and,

WHEREAS, the City has now updated its review and assessment, and wishes to now adopt the
updated “City of West Monroe Sanitary Sewer System Risk and Resilience Assessment”; and,

WHEREAS, adoption of this updated strategy is beneficial to the planning efforts of the City itself,
and can also support City requests for funding of the needs of the City relating to its sanitary sewer system,
including but not limited to those listed on Exhibit “A”.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and the Board of Aldermen of the City of West Monroe,
Louisiana, in regular and legal session convened, that the City of West Monroe does hereby accept and
adopt the “City of West Monroe Sanitary Sewer System Risk and Resilience Assessment”, as submitted,
to the Mayor and Board of Aldermen.

The above resolution was read and considered by Sections at a public meeting of the Mayor and
Board of Aldermen, in regular and legal session convened on the 4th day of November, 2025, voted on
by yea and nay vote, passed and adopted, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 4TH DAY OF
NOVEMBER, 2025

CITY OF WEST MONROE
STATE OF LOUISIANA

CITY OF WEST MONROE
STATE OF LOUISIANA

\\Data\Documents\City of West Monroe\City Council Meetings\2025-11-04\Exhibits\Resolution WM Sanitary Sewer Risk and Resilience Assessment.wpd

WWTP Capacity: Removal of sludge to restore capacity in oxidation ponds, expansion of treatment Improvements facilities for increased treatment capacity.

Risks reduced: Flood

Replace Deteriorated Manholes: Replacement or rehabilitation of concrete and brick manholes that permit inflow and infiltration of stormwater into the system.

Risks reduced: Flood

Install Sewer Sentry Devices: Installation of Sewer Sentry devices and gaskets to prevent the inflow of on Manhole Lids stormwater through manhole lids.

Risks reduced: Flood

Replace Deficient Gravity Sewer Mains: Replacement or rehabilitation of clay and concrete gravity sanitary sewer lines that are a major contributor of infiltration of groundwater into the sewer system.

Risks reduced: Flood

Extend or Relocate Manholes Located in Low Areas: Raise or relocate manholes that are in ditches and other low area to prevent frequent overtopping by stormwater.

Risks reduced: Flood

Repair Deteriorated Equipment at WWTP: Repair of equipment at the WWTP showing signs of wear and deterioration to reduce the likelihood of failure, especially during times of elevated inflow due to flooding.

Risks reduced: Flood

Provide Emergency Power Supply for Each Lift Station: Installing emergency power generators at each sewer lift station to maintain operation during electrical power outages. Alternatively, stations can be equipped with a "quick-connect" to allow use of portable generators.

Risks reduced: Flood, Ice Storm, Tornado

UNDER CONSTRUCTION

Project	Description	Funding	Status
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	Construction complete. Substantial completion and as built change order on council agenda.
New Drago Sanitary Sewer Lift Station	New sanitary sewer lift station to replace Drago LS. Funding from LA Water Sector Program.	WSP/ City	Construction in progress. Approx. 50% complete.
Crosley Sanitary Sewer Improvements	Sanitary sewer rehabilitation along Crosley, from Trenton to N. 7th.	City	Notice to proceed issued. Construction to begin next month.
Exchange Street Drainage Improvements	Catch basins, drainage pipe installation, pavement widening at the intersection of Downing Pines Road and Exchange Street.	City	Construction in progress. Approx. 35% complete.

Project Classifications

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

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



IN DESIGN

Project	Description	Funding	Status
N 6th Street Sidewalks (2023 DOTDTAP)	Construction of sidewalks along N. 6th Street, from WMHS to Clayton Street.	LaDOTD/City	DOTD letting date: 12/10/25.
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/City	DOTD letting date: 12/10/25.
S. 8th Street Drainage Improvements (LGAP FY22-23)	Conflict box and drainage pipe replacement at the S. 8th/Linderman intersection.	LGAP/City	Design Phase. LGAP contract received.
Black Bayou Canal - Thomas Rd. Area (EDA)	Repair concrete canal near Assembly and Walmart.	EDA/FEMA/ City	Will be submitted to EDA for final review 11/7/25.
Crosley Street Rehabilitation	Mill & Overlay with sidewalk replacement, from Trenton St. to N. 7th Street.	Urban Systems (80/20)	Design Phase. DOTD letting date: 12/9/26.
Arkansas Road Improvements	Widen and Rehabilitate Arkansas Road, From N. 7th to Otis St.	Urban Systems (80/20)	Design Phase. DOTD letting date: 12/9/26.
Black Bayou Canal Improvements (HMGP)	Improvements including cleaning, widening, and armoring portions of the Black Bayou Canal south of I-20.	FEMA/City	Awaiting FEMA EHP approval and USACE Draft 404 permit and mitigation requirements.
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)	60% Prelim Plans submittal to DOTD by 11/14/25.
New Austin Sanitary Sewer Lift Station	New sanitary sewer lift station to replace Austin LS.	EDA/City	Plan Development.
Mid-City Drainage (Fed Approp/FEMA-PDM)	Drainage improvements between Trenton Street and Black Bayou Canal. (\$2.4m Award)	FEMA/City	Scope modification and budget variance approved. Revised 60% Preliminary Plans submitted to FEMA. EA coordination underway.
Cypress/Slack Drainage Improvements (LWI-DSP)	Drainage improvements at Golf Course Creek crossings of Cypress and Slack Streets.	LWI/City	H&H Report and 30% Prelim Plans submitted.
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	Preliminary design and utility verification.

Project Classifications

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

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



**NOVEMBER 4, 2025
WEST MONROE CITY COUNCIL MEETING
ENGINEERING UPDATE
L&A, INC. PROJECT NO. 25E038.00**

Kiroli Walk Trail Improvements

- Benchmark Construction Group is under construction. Contractor is completing final clean up & minor striping items

Sunshine Heights Drainage Improvements

- Kepper Trucking & Dirt Contracting is under construction

Downtown Utility Survey & Preliminary Engineering

- Initial TV camera footage of drainage pipe has been performed. Our firm will review for completeness

Constitution Drive Improvements

- Amethyst Construction is complete with construction & within the lien period

Downing Pines Road: Roundabout at Mane Street

- State Project Number H.016019
- LDOTD in process of consultant procurement, short list announced October 14

Cotton Street Sidewalk & Street Improvements

- Bridge Street to Wood Street
- Initial TV camera footage of drainage pipe & sewer services has been performed. Our firm will review for completeness

Cotton Street Water & Sewer Utility Improvements

- Pine Street to Wood Street
- DRA Funded Project (SEDAP) LA-7333
- Initial TV camera footage of drainage pipe and sewer services has been performed. Our firm will review for completeness