

### Notice of:

# **BOARD OF ALDERMEN REGULAR MEETING**

Tuesday, March 18, 2025 at 6:00 PM Council Chambers, City Hall, 2305 North 7th Street, West Monroe

#### **AGENDA**

<u>Public Comments:</u> 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 March 4, 2025 Regular Council Meeting.

### **Recognitions/Presentations**

2) City Employee Recognitions for years of service.

#### **Mayor's Review**

### **Community Announcements**

# **ADMINISTRATION/FINANCE**

- Public hearing, and determination of action relating to application for industrial property tax exemption by Bancroft Bag, Inc, and Resolution to approve or deny application.
- 4) Ordinance to authorize additional funding of up to \$7,000 toward administrative/consulting services provided by Atlas Studios for the Make-A-Difference (MAD) grant.

# **BUILDING AND DEVELOPMENT**

#### **LEGAL**

- **Ordinance** to amend Sec. 8-2037 of the Code of Ordinances relative to Adopt-A-Spot and Adopt-A-Road programs.
- 6) Ordinance to authorize the purchase the Assignment of a Grant of Temporary Construction Right of Use over certain immovable property located at 121 Royal St from MISC Properties, LLC for \$7,000.00 (provides construction access for the New Drago Street Sewer Lift Station).

# **PUBLIC WORKS**

7) Ordinance to authorize execution of a Vegetation Management Agreement with EDKO, LLC (Contract price \$144,000).

# **COMMUNITY SERVICES**

# **PARKS AND RECREATION**

# POLICE/FIRE

**WMFD** 

**WMPD** 

# **ENGINEERING/CONSTRUCTION PROJECTS**

8) <u>Kiroli Rd Sidewalks and Ped Improvements</u> - (Transportation Alternatives Program) State Project #H.013371, City Project #000130

**Ordinance** to authorize an Entity/State Agreement with the Louisiana Department of Transportation and Development (DOTD).

9) North 3rd Street Improvements - City Project #C23013

Authorize Change Order No.1 with Bentz Construction Group, LLC (-31,081.17; +130 days).

10) North 3rd Street Improvements - City Project #C23013

Authorize Certificate of Substantial Completion with Bentz Construction Group, LLC.

# 11) Project Updates

Jonathan Kaufman, City Project Manager, Director of Building & Development Joshua D. Hays, P.E., M.S.C.E., Lazenby & Associates, Inc.

# **PUBLIC COMMENTS/OTHER BUSINESS**

#### **ADJOURN**

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

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, March 4, 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**

Polk Brian Thom Hamilton Rodney Welch Ben Westerburg

# **ABSENT**

Mayor Staci Mitchell Morgan Buxton

The meeting was opened with prayer by First West Pastor Michael Wood. The Pledge of Allegiance was led by AmeriCorps member Ni'Ja White.

#### **Motion to Approve Minutes**

Motion to approve the Minutes of the February 18, 2025 Regular Council Meeting.

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

# **Recognitions/Presentations**

A proclamation was presented declaring March 9-15 as AmeriCorps Week.

### **ADMINISTRATION/FINANCE**

Ordinance 5451: Ordinance to authorize renewal of billboard leases with The Lamar Companies (3 leases along I-20). (Previously introduced on February 4, 2025, with notice published 2/13, 2/20, & 2/27).

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

# **PUBLIC WORKS**

Ordinance 5460: Ordinance to declare certain movable property as surplus, and to be sold by public internet auction (miscellaneous scrap metal at Public Works, estimated value \$450).

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

# **ENGINEERING/CONSTRUCTION PROJECTS**

South Riverfront St. Water Main Improvements (CWEF FY22-23) - City Project #240001

Ordinance 5461: Review submitted bids and engineer's recommendations, and if project is awarded, approve Ordinance to accept awarded bid, and to authorize execution of a contract for project construction with the low bidder (McLemore Service Contractors, LLC., \$130,525).

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

Cypress Detention (South) to be renamed Cypress/Slack Drainage Improvements - City Project #000209

Ordinance 5462: Ordinance to accept a proposal from Wetlands Unlimited to provide environmental and ecological support services necessary for establishing the Environmental Review Record (ERR) related to the proposed upgrades at two stream crossing locations in West Monroe, as is required for funding under the Louisiana Watershed Initiative (LWI) program. (Estimated \$20,925)

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

<u>Kiroli Road Sidewalk Project (LaDOTD Transportation Alternatives Program)</u> - State Project #H.013371, City Project #000130

Ordinance 5463: Ordinance to authorize execution of Amendment No. 1 to a Professional Services Agreement with S.E. Huey Co. for certain engineering services.

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

# **Project Updates**

Jonathan Kaufman, City Project Manager, Director of Building & Development presented ongoing project updates.

#### **ADJOURN**

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

Indrean. Pate

ATTEST:

APPROVED:

ANDREA PATE CITY CLERK

STACI ALBRITTON MITCHEI

**MAYOR** 

Item 3)

# **Industrial Tax Exemption Program Application - (Post Executive Order 2018)**

\*\* Any changes made to the information provided after the initial submission of this Application, whether requested by the Company or by LED, may result in a delay in Application processing time and/or Board of Commerce & Industry consideration. \*\*

Project ID: 20220259-ITE

Date Received: 11/19/2024

#### **PROJECT INFORMATION**

Company:

Bancroft Bag, Inc.

**Project Name:** 

**W&H Miraflex Printing Press** 

**Project Location:** 

425 Bancroft Blvd , West Monroe, LA, 71292

Parish:

Ouachita

City Limits?:

V

#### **COMPANY INFORMATION**

**Product Manufactured:** 

Manufacturing

**Process/Activities:** 

Multi-wall Paper and Film Industrial Bags

Bancroft Bag is a manufacturer of paper shipping sacks and bags from raw materials of paper products and film products converted to multi-wall bags for consumer use. Bancroft manufacturers all packaging in conformance with specific customer's specifications. These specifications include printing unique to the individual customer which can include up to 10 different colors. The process starting with the printing of the individual paper rolls, which can weigh up to 2500 pounds. After the rolls are printed, they are sent to the converting machines to process the printed rolls with additional rolls and film into various types of multi-wall packaging. This packaging includes bags for pet food, charcoal, and food grade products, such as flour and starches.

#### **GAMING**

Has the applicant or any affiliates received, applied for, or considered applying for a license to  $\sim$  Yes  $\circ$  No conduct gaming activities?

If yes, please give a detailed explanation including the name of the entity receiving or applying for the license, the relationship to the business if an affiliate, the location and the type of gaming activities:



#### PROJECT DETAILS

**NAICS:** 322220

Project Type: Addition

Project Start Date (beginning of construction and/or installation): 7/1/2022

Project End Date (ending of construction and/or installation): 10/31/2024

Anticipated date for the commencement of operations of this project: 7/31/2024

**Project Description:** 

A new printing press was installed in the facility so that we would have the efficiencies to retain business that we were in jeopardy of losing. Also with the new technology and added features of the new printing press, we are able to obtain business that we previously did not have the capability to manufacture. This enabled us to retain employees that we would have otherwise had to lay off due to the fact that the market that we operate in has been declining at a rate of over 3% for the last 20 years.

Calendar Years: 2024

#### **ESTIMATED INVESTMENTS**

**Building & Materials:** \$673,532.00 **Machinery & Equipment:** \$5,211,296.00

Labor & Engineering: \$0.00

Estimated Total Investment Amount: \$5,884,828.00

Less: Restricted Amount: \$0

Total Estimated Investments: \$5,884,828.00



#### **ESTIMATED JOBS**

Existing Jobs at Project Site:

295

**Existing Jobs Statewide:** 

Will this project create new jobs?

⊂ Yes @ No

**New Direct Jobs:** 

0

**Contract Jobs:** 

Will new jobs be created in phases?

**Explain:** 

**Construction Jobs:** 

0

**Total Estimated Jobs:** 

295

New Jobs for this phase:

0

If no new jobs are being created with this project, will existing jobs be retained?

© Yes ○ No

If yes, provide a compelling reason(s) for retention:

Without the addition of this piece of equipment, there is a very high probability that this 100 year old family business would not make it to 101. The family is doing everything in their power to keep the company as competitive as possible in a declining market and to continue to provide jobs to employees that they consider to be family.



#### **ESTIMATED PAYROLL**

Existing Jobs Payroll: \$13,826,910.00

Existing Jobs Statewide Payroll: \$0.00
New Direcy Jobs Payroll: \$0.00
Contract Jobs Payroll: \$0.00
Construction Jobs Payroll: \$0.00

Total Estimated Payroll: \$13,826,910.00

New payroll for current phase: \$0.00

#### PROPERTY TAX

Millage Rate for this property. Use the millage rate obtained from the parish assessor to calculate the fee. This is usually a whole number (i.e., 115.47 or 92.665. A millage rate is expressed in 1/1000ths of a dollar (known as one mill). Convert the whole number millage rate by dividing by 1000 to a decimal number (i.e., the whole numbers converted to 1/1000ths would be .1154 or .0927 when rounded to four digits.)

0.0813

**Note:** <u>Proof of Millage/Location form</u> must be completed by the parish assessor and uploaded to the attachments of this application.

**Total Property Taxes paid (most recent** 

363120.00

year for this site):

#### **BUSINESS LEGAL STRUCTURE**

Is this company an LLC?

← Yes © No

If an LLC members or pass through entity, list below the names and the LA Dept. of Revenue tax identification number or social security number for all.

#### **LLC Members**

#### **Legal Name**



#### **ESTIMATED BENEFIT**

Investment Amount: \$5,884,828.00

x Assessment Percentage: 0.15

x Millage Rate: 0.0813

=Annual Exemption \$71,721.34

Annual Exemption \* 5 years at 80% \$286,885.37

+ Annual Exemption \* 5 years at 80% \$286,885.37

=Estimated Ten Year Property Tax Exemption \$573,770.72

#### **FEE CALCULATION**

 Estimated Ten Year Property Tax Exemption:
 \$573,770.72

 x Rate
 0.005

 = Assessed Fee (\$500.00 Minimum—\$15000.00
 \$2,868.85

 Maximum)
 \$2,868.85

Amount Paid:
Amount Due:

\$2,868.85 \$0.00



#### **ATTACHMENTS**

Document Type	Document Name	Date
Other	Contract 20220259 Baseline Employees.pdf	11/14/2024
Proof of Millage Rate	LED Proof of Millage Verification 2023.pdf	11/15/2024
Other	ITEBreakdownofPurchases (1).xlsx	11/15/2024
Notarized Affidavit	Contract 20220259 Contract Affidavit.pdf	11/19/2024
Other	Contract 20220259 Baseline Employees (1).pdf	11/20/2024
Other	Contract 20220259 2022 1st Quarter 941.pdf	11/20/2024
Other	Contract 2022059 2022 2nd Quarter 941.pdf	11/20/2024
Breakdown of Purchases	ITEBreakdownofPurchases Revised Final.xlsx	11/20/2024
Other	Contract 20220259 Baseline Employees FINAL.pdf	11/21/2024
ES4	Wage Reports 1st QTR 2022.pdf	11/21/2024
ES4	Wage Reports 2ns QTR 2022.pdf	11/21/2024
Baseline Calculation Worksheet	Contract 20220259 Baseline Employees FINAL (2).pdf	11/21/2024

#### **PAYMENTS**

<b>Fee Type</b>	Amount Paid	Date Received	Confirmation #	Transaction Type
APPLICATION	\$2,799.76	11/19/2024	O216RWL3NC	ach
APPLICATION	\$69.09	11/20/2024	O21GRWH64Y	ach



#### **PROJECT CONTACTS**

Contact First Name	Contact Last Name	Email Address	Company Name	Mailing Address	Phone Number	Contact Type
Cindy	Dunaway	cdunaway@bancroftbag.com	Bancroft Bag, Inc.	425 Bancroft Blvd , West Monroe, LA, 71292	(318) 324- 2292	Business Signatory

#### **CONTRACT SIGNATORY**

The contract signatory will be used when signing contracts. The contracts will be signed online and will take place after the board approves a form.

Title: VP Finance

First Name: Cindy

Last Name: Dunaway

Email Address: cdunaway@bancroftbag.com

#### **CERTIFICATION STATEMENT**

□ I hereby certify that this project meets all Constitutional, statutory and regulatory provisions applicable to this program. I hereby certify that the information provided in this document and additional materials is true and correct and that I am aware that my submission of any false information or omission of any pertinent information resulting in the false representation of a material fact may subject me to civil and/or criminal penalties for filing false public records (R.S. 14:133) and/or forfeiture of any tax benefits approved under this program. I understand that the application and information submitted shall not be returnable to the applicant.



I, Cindy Dunaway

, approve the above information.





# CONTRACT FOR EXEMPTION OF AD VALOREM TAXES

(Advance Notification # 20220259)

# EXHIBIT "A"

**AGREEMENT** 

among

LOUISIANA ECONOMIC DEVELOPMENT

and

BANCROFT BAG, INC.

#### **EXHIBIT "A" AGREEMENT**

This Agreement, as of the Effective Date, defined herein, is made among:

LOUISIANA ECONOMIC DEVELOPMENT ("LED"), an agency of the State, represented herein by the Secretary of the Department ("Secretary"); and

BANCROFT BAG, INC. ("Company"), a Louisiana corporation in good standing, and authorized to do business in the State, represented herein by the undersigned duly authorized officer.

(The above are collectively referred to as "Parties" and singularly referred to as "Party.")

WHEREAS, Article VII, Section 21 (F) of the Louisiana Constitution of 1974 provides that the Louisiana Board of Commerce and Industry ("Board"), with the approval of the Governor of the State of Louisiana ("Governor"), may enter into contracts for the exemption from ad valorem taxes of a new manufacturing establishment or an addition to an existing manufacturing establishment on such terms and conditions as the Board, with the approval of the Governor, deems is in the best interest of the State; and

WHEREAS, the Governor has provided the terms and conditions pursuant to which he will approve contracts for the Industrial Tax Exemption ("Exemption"); and the Board has promulgated Rules pursuant to which it will approve contracts, all in accordance with Article VII, Section 21(F); and

WHEREAS, Company has expanded its multi-wall paper and film industrial bags Manufacturing Establishment located in Ouachita Parish with the installation of a new printing press that will increase efficiencies (the "Project"), and a compelling case has been shown by Company and found by LED that retained Jobs and Payroll as hereinafter provided will result from the Company's investment in the Project; and

WHEREAS, Company has filed an Advance Notification for the Project in accordance with the Rules of the Board in order to obtain an exemption from ad valorem taxes in Ouachita Parish; and

WHEREAS, in exchange for the Exemption, Company agrees to create or maintain such Jobs and Payroll (defined herein-below) and to the other terms and conditions of this Agreement; and

WHEREAS, in accordance with the Board Rules, this Agreement shall be Exhibit A to the Exemption Contract(s) and shall include the number of Jobs and Payroll to be created and/or retained at the Manufacturing Establishment and the term of the Exemption; and

WHEREAS, the Secretary projects that the return on investment to the State and Local Governmental Entities from the Manufacturing Establishment will exceed the benefit of the Exemption as set forth in the terms hereinafter provided, considering a multitude of factors, including but not limited to the following: capital expenditure, direct payroll tax revenue, indirect payroll tax revenue, and additional indirect tax revenue streams such as property tax, sales tax, other payroll tax, and other local taxes associated with jobs supporting the Project; and

WHEREAS, this Agreement serves a public purpose and is in the public interest of the State and its citizens;

THEREFORE, IT IS AGREED:

# ARTICLE I. DEFINITIONS

#### **Section 1.01 Definitions**

- "Advance Notification" means the notification of intent to apply for the Exemption filed in accordance with Section 503 of the Rules.
- "Agreement" means this Exhibit "A" agreement, and any amendments or modifications thereto.
- "Assignment" means to transfer or assign this Agreement, transfer or assign any of a Party's rights hereunder, or delegate any of a Party's duties hereunder, and "Assignee" means the entity to which such transfer or assignment is made in accordance with this Agreement.
- "Basic Health Benefits Plan" means a basic health benefits plan for the individuals employed in new direct Jobs in this State which shall be determined by LED to be in compliance with federally mandated healthcare requirements or, if no federally mandated healthcare requirements exist, shall provide coverage for comprehensive healthcare coverage including basic hospital and physician care.
- "Board" means the Louisiana Board of Commerce and Industry.
- "Capital Expenditures" means the cost associated with a new manufacturing establishment or an addition to an existing manufacturing establishment, including purchasing or improving real property and tangible personal property, whose useful life exceeds one year and which are used in the conduct of business.
- "Cessation of Operation" means failure of the Manufacturing Establishment to engage in manufacturing and provide finished product(s) into the stream of commerce, except that the Secretary shall have the discretion to determine whether and the duration for which a temporary suspension of Operation due to maintenance, equipment breakdowns, or turnarounds does not constitute a Cessation of Operation.
- "Certification of Compliance" means a sworn verification of compliance with the Company Objectives under this Agreement, signed by a key employee of the Company (executive or senior level officer, project site manager, or equivalent rank).
- "Company" means Bancroft Bag, Inc., a Louisiana corporation duly authorized to do and doing business in Louisiana, and its successors and permitted assigns.
- "Company Affiliate" means any business entity that controls or is controlled by the Company or by another business entity that controls the Company, including a parent or subsidiary of the Company, or another subsidiary of a parent of the Company. Control means exercising authority

over the management, business policies, and operations of the business entity.

- "Company Default" is defined in Section 6.01(B).
- "Company Objectives" means (1) the acquisition, expansion, construction, equipping, and Operation of the Manufacturing Establishment, (2) the making of anticipated Capital Expenditures; (3) the creation and maintaining of Required Annual Jobs and (4) the payment of Required Annual Payroll.
- "Contract Monitor" is defined in Section 7.01(A).
- "Default" has the meaning set forth in Article VI.
- "Default Payment" means the amount of money, if any, paid by Company to the Local Governmental Entities in the event of a Default as provided in Article VI.
- "Effective Date" is the date of execution of this Agreement by the Secretary.
- **"Exemption"** means the exemption from ad valorem taxation provided for manufacturing establishments in <u>Article VII</u>, Section 21(F) of the Louisiana Constitution of 1974 with specific regard to the Project.
- "Exemption Contract(s)" means the contract(s) entered into by the Board, the Company, and approved by the Governor memorializing the Exemption for the Project and specifying the terms thereof and to which this Agreement shall be Exhibit A to each such contract.
- "Exemption Period" means the number of years of Exemption provided in accordance with the Rules and further set forth in Section 4.01(C), and shall begin January 1 or, if the Project is located in Orleans Parish, beginning on August 1, of the first Project Year after which the Project becomes Operational or completes construction. The Exemption Period for the Project shall not be longer than 10 years—no more than 5 years initially and an additional 5 years if the Exemption is renewed.
- "Force Majeure" means: (1) an act of God, an act of war, strike, or a natural disaster due to earthquake, landslide, fire, flood, tornado, tropical storm, or hurricane; (2) which is beyond the reasonable control of a Party to this Agreement; and (3) prevents the Party from performing its obligations hereunder.
- "Governor" means the Governor of the State of Louisiana.
- "ITEP" means the Industrial Ad Valorem Tax Exemption Program administered by LED to implement the exemption from ad valorem taxation provided for in <u>Article VII</u>, Section 21(F) of the Louisiana Constitution of 1974.
- "Jobs" means positions of employment that are:
  - (1) retained in the state;
  - (2) permanent (without specific term);
  - (3) full-time (working a minimum of 30 hours or more per week);

- (4) employed directly by the Company, a Company Affiliate, or a Qualified Contractor;
- (5) based at the Manufacturing Establishment; and
- (6) filled by a United States citizen who is domiciled in Louisiana or who becomes domiciled in Louisiana within 60 days of employment; and
- (7) offering a Basic Health Care Benefits Plan.

#### Jobs shall not include:

- (1) jobs transferred to the Manufacturing Establishment from within the State by the Company, a Company Affiliate, or a Qualified Contractor, unless back-filled to result in a neutral job count within the State;
- (2) jobs transferred from other Louisiana-based employment as a result of the Company, a Company Affiliate, or a Qualified Contractor acquiring a business operation or substantially all of its assets, unless back-filled to result in a neutral job count within the State; or
- (3) jobs performing contract services for the State of Louisiana or any of its agencies.
- "LED" means Louisiana Economic Development.
- "Legislature" means the Legislature of the State of Louisiana.
- "Local Governmental Entities" with regard to Ouachita Parish, means the parish governing authority, school board, and sheriff, as well as any municipality in which the Manufacturing Establishment is or will be located.
- "Manufacturing Establishment" means the location for the Project, as described in the ITEP application for the Project, for the manufacturing of finished product(s) to be placed by Company into the stream of commerce.
- "Operation" or "Operational" means the commercial utilization of the Manufacturing Establishment, if new, or of the addition, rehabilitation or restoration of the Manufacturing Establishment for which the Exemption is granted.
- "Payroll" means payment by the Company, a Company Affiliate or Qualified Contractor to its employees for Jobs, exclusive of benefits and defined as wages under Louisiana Employment Security Law (La. R.S. 23:1472(20)), during a Project Year, except that with regard to Jobs employed directly by a Qualified Contractor, Payroll shall not include any fees, mark-up, profit margins or similar payments by the Company or a Company Affiliate to a Qualified Contractor.
- "Project" means Company's acquisition or expansion, construction, improvement, equipping and Operation of the Manufacturing Establishment as further described in the Recitals.
- "Project Year" means each twelve-month period, beginning on January 1 and ending on December 31, or, if the Project is located in Orleans Parish, beginning on August 1 and ending on July 31, of each year identified in Section 4.02(B).
- "Qualified Contractor" means a business entity other than Company or Company Affiliate, acting pursuant to an agreement with the Company or Company Affiliate regarding the Project.

- "Required Annual Jobs" is the number of Jobs required to be met by the Company pursuant to Section 4.02, during a Project Year.
- "Required Annual Jobs and Payroll" refers, collectively, to Required Annual Jobs and Required Annual Payroll.
- "Required Annual Payroll" is the amount of Payroll required to be met by the Company pursuant to Section 4.02 for Jobs.
- "Rule(s)" mean the rules promulgated by the Board as Chapter 5 of Title 13 of the Louisiana Administrative Code.
- "Secretary" means the Secretary of the Louisiana Economic Development.
- "State" means the State of Louisiana.

#### ARTICLE II. AUTHORITY

#### Section 2.01 LED Authority

LED is granted authority under the provisions cited above to enter into agreements with public and private associations or corporations for a public purpose.

#### Section 2.02 Company Authority

A duly executed resolution or other evidence of the authority of the Company to enter into this Agreement and to carry out the commitments made herein, and the authority of the undersigned representative to execute this Agreement and any other documents required thereby on behalf of the Company, certified by the secretary or other authorized representative of the Company, is attached hereto as Exhibit 1.

#### Section 2.03 Other Approvals

This Agreement is not effective until signed by all Parties.

# ARTICLE III. REPRESENTATIONS

The Parties have all the requisite power and authority to enter into this Agreement and to carry out the terms hereof; and the persons signing this Agreement have the authority to execute this Agreement as authorized representatives, and to bind the Parties to all the terms of this Agreement.

This Agreement has been duly authorized, executed, and delivered by the Parties and upon receipt of the approvals described herein will constitute a legal, valid, and binding obligation of the Parties, enforceable in accordance with its terms.

Parties have taken or will take all necessary and proper action to authorize the execution, issuance, and delivery of this Agreement and any other documents required by this Agreement, and the

performance of its obligations under this Agreement.

The execution of this Agreement and any other documents required by this Agreement as well as the performance by the Parties of their respective obligations hereunder are within the Parties respective powers and will not violate any provisions of any law, regulation, decree, or governmental authorization applicable to them.

# ARTICLE IV. OBLIGATIONS

#### Section 4.01 <u>LED</u> Obligations

- (A) LED enters into this Agreement for the purposes of providing the terms and conditions for Company's receipt of the Exemption in the manner and for the purposes provided for by the Board and the Governor.
- (B) Upon execution of this Agreement, LED will recommend to the Board that the Company receive the Exemption for the Project under the terms and conditions hereinafter set forth as required by the Rules, and this Agreement shall be Exhibit A to each Exemption Contract among the Board and Company upon approval by the Governor.
- (C) LED will make the following recommendation for the Exemption to the Board for the Company, subject to the Company's adherence to its objectives hereunder and in accordance with the terms and conditions of this Agreement and ITEP Rules with respect to the limitation or cancellation of an Exemption Contract in the event of the Company's non-performance of its objectives hereunder: (1) an 80% exemption from ad valorem taxes for the initial Exemption Contract of 5 years and (2) an 80% exemption from ad valorem taxes for the renewal Exemption Contract of 5 years with the express understanding that Company's compliance with and performance of the Company's Objectives hereunder shall be a consideration as to the renewal of the Exemption.

#### Section 4.02 Company Objectives

- (A) <u>Commencement of Operation</u>. The Company has expanded its Manufacturing Establishment and commenced Operation by July 31, 2024, as described in the ITEP application form filed for this Project. During the construction period, Company projects that it expended approximately \$5,884,828 in Capital Expenditures and that the Project provided for the retention of 295 Jobs with an annual Payroll of at least \$13,826,910, including 0 Jobs by a Qualified Contractor. Upon commencement of Operation and fulfillment of the foregoing representations, Company shall provide the Required Annual Jobs and Payroll as set forth in Section 4.02(B).
- (B) Operation of the Manufacturing Establishment: Required Annual Jobs and Payroll. During each Project Year thereof, the Company anticipates maintaining Required Annual Jobs and Payroll at the Manufacturing Establishment as follows:

Project Year	Required Annual Jobs	Required Annual Payroll
2025	295	\$13,826,910
2026	295	\$13,826,910
2027	295	\$13,826,910
2028	295	\$13,826,910
2029	295	\$13,826,910
2030	295	\$13,826,910
2031	295	\$13,826,910
2032	295	\$13,826,910
2033	295	\$13,826,910
2034	295	\$13,826,910

- (C) <u>Jobs and Payroll Creation</u>. Any Jobs and corresponding Payroll created by Company after it files the Advance Notification for the Project shall be considered as having been created during the first Project Year.
- (D) <u>Project Year Adjustment</u>. To the extent Company does not commence Operation on or before the anticipated date identified in Section 4.02(A), Project Years will adjust accordingly, but for no more than two years.
- (E) Other State Incentives. To the extent that Company may receive any other incentives administered by LED directly for any Required Annual Jobs or Payroll, it shall have no bearing on this Agreement.
- (F) <u>Louisiana Preference</u>. To the extent allowed by law, and insofar as is feasible and practicable, the Company agrees to use reasonable commercial efforts to give preference to Louisiana manufacturers, suppliers, vendors, contractors, and subcontractors in connection with equipping the Manufacturing Establishment and purchasing material and supplies to support Operation, provided such entities are competitive in price, quality, and delivery.

#### ARTICLE V. ASSIGNMENT AND TRANSFER

Assignment or Transfer of the Manufacturing Establishment or any part of an Exemption Contract shall be governed by Section 535 of the Rules pertaining to the "Sale or Transfer of Exempted Manufacturing Establishment."

# ARTICLE VI. DEFAULT AND RENEWAL CONSIDERATION

#### Section 6.01 Default

(A) <u>State Default</u>. The failure by the Board, the Local Governmental Entities or the Governor, to approve the Exemption for the Company in the manner provided by the Rules, constitutes a default under this Agreement. Upon the occurrence of such default, Company is relieved of all

obligations hereunder and this Agreement shall automatically terminate without any further remedy to or obligation imposed upon Company.

- **(B)** <u>Company Default</u>. The occurrence of any of the following actions during the term of an Exemption Contract shall constitute a Company Default with a corresponding remedy:
  - (1) Operation does not commence within a 2-year period beginning on the date identified in Section 4.02(A), in which case the Board may terminate or otherwise modify the Exemption Contract as provided in the Rules.
  - (2) Cessation of Operation, in which case the Board may terminate or otherwise modify the Exemption Contract as provided in the Rules;
  - (3) Assignment of this Agreement, or transfer of ownership of or controlling interest in the Manufacturing Establishment, the Company, or substantially all of its assets, other than as permitted under Article V, in which case the Board may terminate or otherwise modify the Exemption Contract as provided in the Rules;
  - (4) Failure to satisfy 100% of either or both of the Company's Required Annual Jobs and Payroll under Section 4.02 of this Agreement upon which LED shall give notification to the Company and the Local Governmental Entities, which entities will make a recommendation to the Board on whether to terminate the Exemption Contract for the Company or otherwise alter the terms of the Exemption, including the length of the exemption period and/or the percentage of the exemption. The recommendation of the Local Governmental Entities shall then be submitted to the Board for consideration and/or action. This provision shall be applicable for each Project Year in which the Company fails to satisfy the requirements of this paragraph as provided herein irrespective of any prior decision of the Board to continue the Exemption Contract under the terms provided.

Alternatively, the Local Governmental Entities and the Company may forego the recommendation to the Board required by this section if the Local Governmental Entities agree that the Company shall pay and the Company actually makes a Default Payment to each of the Local Governmental Entities in an amount agreeable to both the Local Governmental Entities and the Company, in which case the terms of the Exemption Contract shall remain the same.

(C) <u>Renewal Consideration</u>. Upon Company's application for a renewal of the Exemption, Company's non-performance of this Agreement shall be considered by the Board in the manner provided by the Rules.

#### Section 6.02 <u>Delay or Omission</u>

No delay or omission in the exercise of any right or remedy accruing to any Party upon any breach of this Agreement by any other Party shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant, or condition herein or therein contained.

# Section 6.03 Force Majeure

- (A) Upon occurrence of an event of Force Majeure, the affected Party shall have the right, but not the obligation, to declare a Force Majeure period, by giving written notice of such event and declaration to the other Parties within 30 days of such occurrence. Time being of the essence, the affected Party shall make every reasonable effort to give such notice as soon as possible, but in any event notice must be given within 30 days of the occurrence.
- (B) The Force Majeure period shall continue from the date of such notice until the effects of such Force Majeure are removed, remedied, repaired, or otherwise no longer prevent performance of a Party's obligations hereunder. During the Force Majeure period, the obligations of the Parties under this Agreement shall be suspended, and the relevant deadlines and time periods under this Agreement shall be extended to the extent of such suspension. In any event, no Force Majeure period arising from a single event of Force Majeure shall be deemed to exist for longer than 2 years from the date of such notice, and the aggregate Force Majeure period during the term of this Agreement shall not exceed two years.
- (C) The affected Party must proceed with due diligence to effect repairs or undertake efforts to remedy or mitigate the effects of a Force Majeure event, and within 60 days of the occurrence of the event of Force Majeure shall provide the other Parties a report showing the efforts made and to be made to remedy or mitigate the effects as well as a timetable to return to full performance.

#### Section 6.04 No Other Damages

No party shall have the right to recovery against any other party of any damages of whatever nature, including compensatory, consequential, punitive, or otherwise, arising from or relating to any act or omission deemed to be a breach of this Agreement or fault of any party other than the remedies expressly set forth in this Article.

# ARTICLE VII. REPORTS; AUDIT

#### Section 7.01 Contract Monitoring

The Secretary of LED or his designee will designate, and may change from time to time, one or more persons on his staff to act as Contract Monitor for the Project, to act as LED's representative and liaison between LED and the Company, and to monitor the achievement of the Company Objectives.

#### Section 7.02 Annual Certification of Compliance

By the last day of the fourth month following the end of each Project Year ("Deadline"), and subject to one request by the Company for a reasonable extension of time of no more than 60 days if made, in writing, before the Deadline, the Company shall deliver to LED a Certification of Compliance with the Company Objectives under this Agreement, including specific verification of the creation and maintenance of Required Annual Jobs and Payroll. The Certificate of Compliance shall be in the general form of Exhibit 2 attached hereto and shall be accompanied by the additional materials referenced therein. All original documentation supporting the Certification

of Compliance shall be maintained by the Company as required by the Rules. Failure to timely submit the annual Certification of Compliance may result in LED reporting to the Local Governmental Entities a failure to satisfy Required Annual Jobs and Payroll per Section 6.01(B)(4).

With regard only to the first Project Year referenced in Section 4.02(B), the Company shall deliver to LED the Certification of Compliance either within the time delay referenced in the prior paragraph or 90 days following the date that LED submits the Exemption Contract to the Company for execution, whichever is later.

#### Section 7.03 Audit

LED shall have such rights to compel an investigation at any time during the effectiveness of this Agreement as provided in Section 531 of the Rules pertaining to inspections.

#### Section 7.04 Reporting Rules Applicable

Nothing provided in this Section shall relieve Company of any additional reporting requirements provided by the Rules.

#### ARTICLE VIII. TERM

The Term of this agreement shall extend from the Effective Date until the end of the Exemption Period.

# ARTICLE IX. MISCELLANEOUS

#### Section 9.01 Non Discrimination

Company agrees to abide by the requirements of the following laws, as amended and as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; and the Americans with Disabilities Act of 1990. Company agrees not to discriminate in their employment practices in Louisiana, and, to the extent required by law and Executive Order, will render services in Louisiana without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment.

#### Section 9.02 <u>Captions</u>

The captions or headings in this Agreement are for convenience only and do not define or limit the scope or extent of this Agreement.

# Section 9.03 Counterpart

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

#### Section 9.04 Choice of Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

#### Section 9.05 Jurisdiction and Venue

The 19th Judicial District Court in the Parish of East Baton Rouge, State of Louisiana, shall be deemed to be the exclusive court of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Agreement; and the Parties hereto submit themselves to the jurisdiction of said court in the event of any legal proceedings in connection with this Agreement.

#### Section 9.06 Further Assurances

From time to time hereafter, the Parties shall execute and deliver such additional instruments, certificates, or documents and take all such actions as another Party may reasonably request for the purpose of fulfilling the Parties' obligations hereunder.

#### **Section 9.07 Notices**

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be delivered to the address(es) set forth below, or to such other address as may be designated by such Party in written notice to the other Party.

#### To LED:

Susan Bonnett Bourgeois, Secretary Louisiana Economic Development P. O. Box 94185; Baton Rouge, LA 70804-9185 (USPS mail) 11<sup>th</sup> Floor, 617 North 3rd Street, Baton Rouge, LA 70802-5239 (Delivery) Telephone: (225) 342-3000

#### To the Company:

Cindy Dunaway, VP Finance Bancroft Bag, Inc. 425 Bancroft Blvd., West Monroe, LA 71292 Telephone: (318) 324-2292

#### Section 9.08 Amendment

This Agreement may be amended only upon the written consent and approval of all Parties.

#### Section 9.09 Rules Prevail

To the extent any provision of this Agreement, after reasonable construction so as to give meaning to all provisions of this Agreement and the Rules, conflicts with the Rules promulgated by the Board, the Rules of the Board prevail.

#### Section 9.10 <u>Electronic Transaction; Electronic Signatures</u>

In accordance with LA. R.S. 9:2605B(1)&(2), the Parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the Parties to this Agreement and any Amendments hereto shall be acceptable and satisfactory for all legal purposes; as authorized by the "Louisiana Uniform Electronic Transactions Act," LA. R.S. 9:2601 through 9:2621.

\*\*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK\*\*

IN WITNESS WHEREOF, this Agreement has been signed by the undersigned duly authorized representatives on the dates indicated below.

BANCROFT BAG, INC.
By: Cindy Dunaway Cindy Dunaway (Feb 5, 2025 12:59 CST)
Signature
Cindy Dunaway
Printed Name
Title: VP Finance
Date: 02/05/2025
LOUISIANA ECONOMIC DEVELOPMENT
By: Susan Bonnett Bourgeois  By: Susan Bonnett Bourgeois (Feb 12, 2025 M:10 CST)
Susan Bonnett Bourgeois, Secretary
Date: 02/12/2025
LED CONTRACT MONITOR
KristinJohnson
Signature
Kristin C. Johnson

Printed Name

# EXHIBIT 1

(Company Authorizing Resolution)

#### OFFICER'S CERTIFICATE

#### BANCROFT BAG, INC.

The undersigned hereby certifies individually and on behalf of Bancroft Bag, Inc., a Louisiana corporation (the "Company"), that I am the duly elected and qualified Secretary of the Company and that the following is an accurate, true and complete copy of the resolutions of the stockholders, the directors, or any committee of the directors of the Company dealing with the subject matter thereof, and that such resolutions have not been amended or rescinded and are now in full force and effect:

RESOLVED, that Cindy Dunaway, Vice President of Finance, be and she is hereby authorized and directed to sign Tax Exempt Application No. 20220259-ITE, in the amount of \$ 5,884,828.00, with the State of Louisiana.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of February 2025

Frederick Moeller

# EXHIBIT 2 CERTIFICATION OF COMPLIANCE

Co	ntra	tract Number for the Project: Report	ting Period:		
Co	mpa	npany Name:			THE
Pr	ojec	ject Physical Address:			
		Has the contract for this project/phase been fully executed?  a. Complied with Article IV: Project Completion R  b. Complied with Article VI: Affidavit of Final Cose answer to any of the above is "No", please explain:	st (AFC)?	Yes □ N	No 🗆
		Operation of the assets related to this project/phase:  Commenced, as of  Has not commenced or has ce ompany has ceased Operation, please explain:	ased Operation		
3.	Ca	Capital Expenditures for this project/phase made as of(D	: \$	(Amount	– from AFC)
		Required Annual Jobs (per Exhibit A, Section 4.02 (B)):  a. Actual number of Jobs (total provided on NJCS ITE-ACR):			
5.	Re	Required Annual Payroll (per Exhibit A, Section 4.02 (B)): \$ a. Actual annual Payroll (total provided on NJCS of ITE-ACR): \$		etention or	nly) tabs on the
6.	На	Has the Company offered a Basic Health Benefits Plan for thi	is Project Year		<b>N</b> []
7.	Ar	Are any Jobs at the Manufacturing Establishment attributable	to:	Yes □	No □
	a.	a. Jobs transferred from any other location within the state l Qualified Contractor?	by the Compan	y, Compan Yes □	
	b.	b. Jobs transferred from any other Louisiana-based employm or a Qualified Contractor acquiring a business operation of			
	c.	c. If yes to either a. or b. above, were those Jobs backfilled job count if retaining Jobs) within the State?	resulting in a n	Yes □ neutral job : Yes □	No □ gain (or neutra No □
Ift	he a	e answer to 7.c. is "No", please explain:			

- 8. Upload this Certification of Compliance with original signatures via Fastlane. The following additional materials must accompany this certification. Use the most current updated prescribed forms and spreadsheets found on the Fastlane Document Checklist:
  - ITE Employment Baseline Calculation Worksheet (only required the first year of reporting).
  - A sortable and unlocked version of the ITE Annual Compliance Report (ITE ACR).
  - Copies of all quarterly wage reports (ES-4's/SUTA) and Multi Worksite Reports (if applicable) filed with the LA Workforce Commission for the same filing period.

9.	9. Optional: If applicable, additional non-compliance documentation is attached as a separate docum for LED to provide to the Local Governmental Entities & the Board of Commerce & Industry for consideration. Yes $\Box$ No $\Box$					
COI	NTACT TYPE (selec	ct one):	Business □	Consultant □		
Con	tact Information:					
Nam	ne:					
Title	):					
Mail	ling Address:					
Pho	ne Number:		Extension:			
E-m	ail Address:					

#### **CERTIFICATION**

(The electronic version of this document is available via Fastlane NextGen. In order to submit each Project Year, the form must be added to the existing project, signed, paid, and submitted electronically via Fastlane NextGen along with the additional materials referenced in the Document Checklist section of the form).

IN WITNESS WHEREOF, this Agreement has been signed by the undersigned duly authorized representatives on the dates indicated below.

BANCROFT BAG, INC.

By: Cindy Dunaway (Feb 5, 2025 12:59 CS

Signature

Cindy Dunaway

Printed Name

Title: VP Finance

Date: 02/05/2025

LOUISIANA ECONOMIC DEVELOPMENT

By: Susan Bonnett Bourgeois (Feb 12, 2025 11:10 CST)

Susan Bonnett Bourgeois, Secretary

 $_{Date:}\,02/12/2025$ 

LED CONTRACT MONITOR

Signature

Kristin C. Johnson

Printed Name

### STATE OF LOUISIANA

#### CITY OF WEST MONROE

RESOLUTION NO	MOTION BY:
	SECONDED BY:

A RESOLUTION OF THE CITY OF WEST MONROE, LOUISIANA, TO APPROVE BANCROFT BAG, INC (INDUSTRIAL AD VALOREM TAX EXEMPTION APPLICATION #20220259 - ITE) W&H MIRAFLEX PRINTING PRESS FOR PARTICIPATION IN THE INDUSTRIAL TAX EXEMPTION PROGRAM AT WEST MONROE, OUACHITA PARISH, LOUISIANA; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, Article 7, Section 21(F) of the Louisiana Constitution requires the Board of Commerce and Industry ("BCI"), with the approval of the Governor, approve contracts for the exemption of ad valorem taxes of a new manufacturing establishment or an addition to an existing manufacturing establishment on such terms and conditions as the BCI, with the approval of the Governor, deems to be in the best interest of the state; and

WHEREAS, Bancroft Bag, Inc has applied for an Industrial Tax Exemption ("ITE"), a copy of which is attached, and seeks approval of the BCI and the Governor for a contract granting that exemption; and

WHEREAS, Bancroft Bag, Inc, the applicant, and the Louisiana Department of Economic Development have advised that certain terms and conditions regarding the requested ITE, have been reached, and have conveyed this to the Ouachita Parish Police Jury, the City of West Monroe, the Ouachita Parish School Board, and the Ouachita Parish Sheriff, and thus this matter is now ready for a determination of approval by each of these entities.

NOW, THEREFORE,

SECTION 1. 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 upon consideration of the foregoing and the public discussion held this day, the City of West Monroe, Louisiana finds Bancroft Bag, Inc ("Bancroft") has presented compelling evidence that as a result of the contemplated significant investment for which the exemption is being sought, Bancroft will thereby be able to retain business that it has been in jeopardy of losing as well as being able to use the enhanced capabilities provided by this purchase of the W&H Miraflex Printing Press to obtain additional business for which Bancroft previously did not have the capability to manufacture, and as a result enabling Bancroft to remain in business and to retain employees that would otherwise it would have had to lay off; and the City of West Monroe, Louisiana approves the terms of the ITE contract among

the State of Louisiana, the Louisiana Department of Economic Development, and Bancroft Bag, Inc, a copy of which is attached, and the ITE contract between the BCI and Bancroft Bag, Inc, with respect to its manufacturing plant located at West Monroe, Ouachita Parish, Louisiana, based upon inclusion of the following provisions:

- a) There shall be Capital Expenditures by applicant Bancroft of no less than \$5,884,828.00;
- b) There shall be retained by applicant no fewer than 295 Jobs with an annual Payroll of at least \$13,826,910.00 for the purchase of a W & H Miraflex Printing Press;
- c) The term of the ITE shall be 5 years, and there shall be an 80% ad valorem property tax exemption for the newly purchased machinery and equipment, with a renewal of the ITE for an additional 5 years at 80% exemption if applicant has and continues to comply with the requirements above; and
- d) There shall be documentation of the investment, and it shall be provided that failure to obtain 80% of the requirements of a) and b) above by December 31, 2025 shall entitle the City to require the applicant to provide explanation/justification of its failure to do so; and, after giving appropriate consideration to all matters presented by the applicant, City shall be entitled to then reconsider the terms of the exemption and/or of the opportunity for an additional up to 5 year renewal of the exemption.

This City of West Monroe, Louisiana further authorizes the Louisiana Department of Economic Development, on behalf of the BCI, to include this resolution as a Exhibit to the ITE Contract between the BCI and Bancroft Bag, Inc.

SECTION 2. BE IT FURTHER RESOLVED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that a copy of this resolution shall be forwarded to the BCI and to the Louisiana Department of Economic Development.

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 18th day of March, 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 18TH DAY OF
	MARCH, 2025
ANDDEA DATE CITY CLEDY	STACI ALBRITTON MITCHELL, MAYOR
ANDREA PATE, CITY CLERK	
CITY OF WEST MONROE	CITY OF WEST MONROE
STATE OF LOUISIANA	STATE OF LOUISIANA

Item 4)

# STATE OF LOUISIANA CITY OF WEST MONROE

ORDINANCE NO	MOTION BY:
	SECONDED BY:

AN ORDINANCE TO AUTHORIZE ADDITIONAL FUNDING OF UP TO \$7,000.00 FOR NEEDED CONSULTING AND ADMINISTRATIVE SERVICES SERVICES FROM CHM, LLC d/b/a/ ATLAS COMMUNITY STUDIOS IN CONNECTION WITH THE MAKE-A-DIFFERENCE PROJECT; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, Ordinance # 5390 of the City of West Monroe authorized a Master Services Agreement For Professional Services with CHM, LLC d/b/a Atlas Community Studios ("Atlas Community Studios") for various projects, including the development of a Request For Proposals ("RFP") for an Administrator for the Make-A-Difference ("MAD") project, among others, and provided for the initial funding authorized for those services; and

WHEREAS, Atlas Community Studios has proceeded with the projects described above according to the terms and provisions of that Master Services Agreement For Professional Services, and other Agreements between it and it City of West Monroe, but due to unexpected expenditure of time and efforts being required of Atlas Community Studios in resolving various unexpected issues involving the grant funding agency for the MAD project, the initial funding of Seven Thousand, Five Hundred and 00/100 (\$7,500.00) Dollars has been fully expended, and needs to be replenished; and

WHEREAS, it is now believed that authorizing additional funding of up to an additional Seven Thousand and 00/100 (\$7,000.00) Dollars will be sufficient for completion of the intended activities by Atlas Community Studios with respect to the MAD grant.

ACCORDINGLY,

ABSENT:

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 additional funding needed in order that Atlas Community Studio to complete the development of a Request For Proposals ("RFP") for an Administrator for the Make-A-Difference ("MAD") project, among others, up to a maximum amount of Seven Thousand and 00/100 (\$7,000.00) Dollars, is hereby authorized and approved.

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 18th day of March, 2025, the final vote being as follows:

YEA:	
NIAT	
NAY:	
NOT VOTING:	

ATTEST:

APPROVED THIS 18TH DAY OF

MARCH, 2025

ANDREA PATE, CITY CLERK CITY OF WEST MONROE STATE OF LOUISIANA STACI ALBRITTON MITCHELL, MAYOR CITY OF WEST MONROE

STATE OF LOUISIANA

#### STATE OF LOUISIANA

#### CITY OF WEST MONROE

ORDINANCE NO	MOTION BY:
	SECONDED BY:

AN ORDINANCE TO AMEND AND SUPPLEMENT SECTION 8-2037 OF THE CODE OF ORDINANCES OF THE CITY OF WEST MONROE, LA RELATIVE TO ADOPT-A-SPOT AND ADOPT-A-ROAD PROGRAMS.

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 Section 8-2037 of the Code of Ordinances of the City of West Monroe, LA is hereby revised, amended and re-stated, as follows:

Section 8-2037. Adopt-a-Spot and Adopt-a-Road programs. The mayor, or his or her designee, is authorized to establish, administer and promote "Adopt-a-Spot" and "Adopt-a-Road" programs, as well as any and all programs promoting and facilitating community service litter abatement, beautification and maintenance activity. The purposes for such programs is to encourage and support businesses and civic organizations, and individual volunteers, to agree to maintain certain designated city streets, intersections or designated locations in the city by removing litter, cutting weeds or similar activities for a designated time and under certain standards of participation (including but not limited to all standards set forth in R.S.9:2795.7 (Community service litter abatement, beautification and maintenance program), to provide for limitations on and/or waiver of liability in favor of the city, its employees, agencies and contractors (and as set forth in R.S. 9:2795.7(B)(2)), and otherwise providing the establishment, operation, and promotion of such voluntary programs.

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 (or her expressly designated representative) is hereby further authorized to execute any and all further documents, authorizations or commitments, and to undertake any and all actions which are necessary, appropriate or desirable in order to meet any and all other requirements relating to the establishment of the aforementioned projects (including compliance with all requirements of R.S. 9:2795.7, or otherwise to fulfill the obligation of the City of West Monroe, Louisiana, as it relates to the establishment or operation of the described programs.

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 $18^{\text{th}}$ day of March	2025, the final vote being as follows:
YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	APPROVED THIS 18TH DAY OF MARCH 2025.
ANDREA PATE, CITY CLERK CITY OF WEST MONROE STATE OF LOUISIANA	STACI ALBRITTON MITCHELL, MAYOR CITY OF WEST MONROE STATE OF LOUISIANA

### STATE OF LOUISIANA

### CITY OF WEST MONROE

ORDINANCE NO	MOTION BY:
	SECONDED BY:

ORDINANCE TO AUTHORIZE THE PURCHASE OF THE ASSIGNMENT OF A GRANT OF TEMPORARY CONSTRUCTION RIGHT OF USE OVER CERTAIN IMMOVABLE PROPERTY FROM MISC PROPERTIES, LLC, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe, Louisiana, be and it is hereby authorized to purchase the assignment of a Grant of Temporary Construction Right of Use over certain immovable property held by MISC Properties, LLC, ("MISC"), the Grant of Temporary Construction Right of Use to be purchased and assigned being more particularly described in the attached Exhibit "A", with the consideration for the assignment is purchase and the cash price of SEVEN THOUSAND AND NO/100 (\$7,000.00) DOLLARS, subject to the further conditions that taxes for the year 2025, if any, to be paid by the City of West Monroe.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana be and she is hereby authorized to execute such documents as she determines appropriate on behalf of the City of West Monroe in order that the City of West Monroe acquire the Grant of Temporary Construction Right of Use over the immovable property or properties in it at the price and under the terms and conditions set forth above, and subject to such other terms and conditions as she determines appropriate, and to take any and all other action deemed by her either necessary or appropriate to effect execution of that purchase, or any matter ancillary or otherwise relating thereto, including but not limited to the payment of any cash consideration provided above, and the payment of such other customary costs and expenses of a purchaser which are incurred in conjunction with these transactions.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, passed and adopted this 18th day of March, 2025, with the final vote being as follows:

YEA:		
NAY:		
NOT VOTING:		
ABSENT:		

A 7		
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APPROVED THIS 18TH DAY OF MARCH, 2025

ANDREA DATE CITY CLEDY

ANDREA PATE, CITY CLERK CITY OF WEST MONROE STATE OF LOUISIANA STACI ALBRITTON MITCHELL, MAYOR CITY OF WEST MONROE STATE OF LOUISIANA



# STATE OF LOUISIANA PARISH OF OUACHITA

### **GRANT OF TEMPORARY CONSTRUCTION RIGHT OF USE**

BE IT KNOWN, That on the date set out below, before the undersigned Notary Public, in and for said Parish and State, duly commissioned and sworn, came and appeared:

ALL SEASONS HVAC, LLC, a Louisiana Limited Liability Company organized and doing business in Ouachita Parish, Louisiana, represented herein by Derek Stephenson, its Authorized Signatory, authorized pursuant to that certain Certificate of Authority by the full membership which is attached hereto and made a part hereof, (herein sometimes referred to as "All Seasons")

who declared that it does by these presents, grant unto:

MISC PROPERTIES, LLC, a Louisiana Limited Liability Company organized and doing business in Ouachita Parish, Louisiana, represented herein by Douglas C. Caldwell, its Sole Member, authorized pursuant to that certain Certificate of Authority filed for record in Conveyance Book 2704, Page 607, as DR#1856532, records of Ouachita Parish, Louisiana, whose mailing address for tax purposes is 221 McMillan Road, West Monroe, Louisiana, 71291 (herein sometimes referred to as "MISC")

a temporary construction right of use on, over, and across the following described parcel of property located in Ouachita Parish, Louisiana:

### See Attached Exhibit "A"

which is sometimes referred to herein as "Construction Parcel".

This right of use is granted in consideration of the sum of SEVEN THOUSAND AND 00/100 DOLLARS (\$7,000.00), cash in hand paid, the receipt of which is hereby acknowledged.

All Seasons and MISC do herein agree to the following terms and conditions regarding the right of use:

- 1. MISC shall have the exclusive right to transfer this right of use to any person or entity without the consent of All Seasons or the payment of any assignment fee;
- 2. MISC shall have the right to construct a 20-foot wide passage in a generally north/south direction to provide access from Royal Street to properties located to the south of the Construction Parcel;
- 3. MISC shall have the right to construct a 24-foot gate near the northern boundary

of the Construction Parcel;

- 4. MISC shall have the right to construct a fence near the southern boundary of the Construction Parcel which shall contain a 24-foot gate;
- 5. All constructions shall be at the sole cost and expense of MISC, its successors, or assigns;
- 6. This right of use shall terminate upon a notice give by MISC, its successors, or assigns, that the construction right of use is not longer needed.

WITNESSES:	ALL SEASONS HVAC, LLC
is Struch	By:
Printed Name: USD STEULLE	-
Printed Names Lineary Sypin	
	NOTARY PUBLIC
	TOTAL TOBLIC
	NOTART TUBLIC
DONE AND PASSED a	at my office in Ouachita Parish, Louisiana, in the presen
DONE AND PASSED a the undersigned competent 	at my office in Ouachita Parish, Louisiana, in the presen witnesses and me, Notary, on this the
the undersigned competent	at my office in Ouachita Parish, Louisiana, in the presen witnesses and me, Notary, on this the
the undersigned competent , 202	at my office in Ouachita Parish, Louisiana, in the presen witnesses and me, Notary, on this the best day

### Exhibit "A"

A certain tract or parcel of land being situated in Section 46, Township 18 North, Range 3 East, Land District North of Red River, Ouachita Parish, Louisiana, and being more particularly described as follows:

Commence at a chiseled "X" in concrete flume marking the southwest corner of West Monroe Commercial Center located in Section 46, Township 18 North, Range 3 East, Land District North of Red River, Ouachita Parish, Louisiana and filed in Plat Book 11, Page 123 of the records of Ouachita Parish, Louisiana; thence proceed North 90°00'00" East along the south line of said West Monroe Commercial Center, a distance of 67.19 feet to the POINT OF BEGINNING; thence proceed North 14°49'02" East along the east side of Tract 1 of said West Monroe Commercial Center, a distance of 132.56 feet to the south right-of-way line of Royal Street; thence proceed North 90°00'00" East along the south right-of-way line of Royal Street; a distance of 56.44 feet; thence proceed South 00°30'38" East, a distance of 128.16 feet to the south line of said West Monroe Commercial Center; thence proceed North 90°00'00" West along the south line of said West Monroe Commercial Center; thence proceed North 90°00'00" West along the south line of said West Monroe Commercial Center; thence proceed North 90°00'00" West along the south line of said West Monroe Commercial Center; a distance of 91.48 feet to the POINT OF BEGINNING, containing 0.218 acres, more or less, and being subject to all easements, servitudes, and rights-of-way of record or of use.

This tract is composed of the western portion of Lot 32 and the majority of Lot 33, and the southeasterly comer of Lot 34 of the original subdivision of West Monroe Commercial Center as filed in Plat Book 11, Page 123 of the records of Ouachita Parish.

# LIMITED CERTIFICATE OF MEMBERS AS TO AUTHORITY OF LIMITED LIABILITY COMPANY (ALL SEASONS HVAC, L.L.C.)

The undersigned member hereby certifies to the public and to third persons dealing with this limited liability company that in accordance with the Articles of Organization of ALL SEASONS HVAC, L.L.C. (the "Company") that the undersigned are the only members and the managers of the Company authorized to transact the Company's business, and to grant the authority granted herein. The members hereby certify that the Company is a limited liability company or domestic limited liability company, as such terms are defined in LRS 12:1301, organized under the laws of the State of Louisiana and registered with the Secretary of State of Louisiana in accordance with LRS 12:1301 et seq.

The members hereby certify the authority and does authorize, name, constitute and appoint Derek Stephenson for and in the name and on behalf of the Company, after consideration and approval, to do the following:

1. To grant a temporary construction right of use over property located at 121 Royal Street, West Monroe, Louisiana, upon the price and terms that he deems proper.

The company and the membership thereof shall be bound by all instruments, documents, agreements, and other writings executed by the Derek Stephenson related to the grant of the temporary construction right of use.

Date: 3/06/25

Alan Stephenson, Member

Date: 3/6/25

Joseph Stephenson, Member

# STATE OF LOUISIANA

# CITY OF WEST MONROE

ORDINANCE NO	MOTION BY:
	SECONDED BY:
AN ORDINANCE TO AUTHORIZE T LOUISIANA TO ENTER INTO A AGREEMENT WITH EDKO, L.L.C., RE CERTAIN VEGETATION SPRAYING S PROVIDING WITH RESPECT THERETO	VEGETATION MANAGEMENT ELATING TO THE PROVISION OF SERVICES, AND TO OTHERWISE
Section 1. BE IT ORDAINED by the Mayo	or and Board of Aldermen of the City of West
Monroe, Louisiana, in regular and legal session conv	vened, that the City of West Monroe, Louisiana,
be and it is hereby authorized to enter into a Vegetat	ion Management Agreement with Edko, L.L.C.
relating to the provision of certain vegetation spra	aying services, a copy of which agreement is
attached hereto as Exhibit A, according to all terms	s, conditions and provisions as set forth in that
agreement.	
Section 2. BE IT FURTHER ORDAINED b	y the Mayor and Board of Aldermen of the City
of West Monroe, Louisiana, in regular and legal sess	sion convened, that Staci Albritton Mitchell, as
Mayor of the City of West Monroe, Louisiana be a	and she is hereby authorized to authorize such
changes to that agreement as are non-material in	scope or nature and thereafter to execute that
Agreement on behalf of the City of West Monroe,	Louisiana, and to take any and all other action
deemed by her either necessary or appropriate to eff	ectuate the receipt of these services pursuant to
the terms of that agreement.	
The above Ordinance was read and consider	ed by Sections at a public meeting of the Mayor
and Board of Aldermen, in and legal session conve	ened, voted on by yea and nay vote, passed and
adopted the 18th day of March, 2025, the final vote	being as follows:
YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	APPROVED THIS 18TH DAY OF MARCH, 2025.
ANDREA PATE, CITY CLERK CITY OF WEST MONROE STATE OF LOUISIANA	STACI ALBRITTON MITCHELL, MAYOR CITY OF WEST MONROE STATE OF LOUISIANA





March 5, 2025

Mr. Daryl Platt
Public Works Director
City of West Monroe
dplatt@westmonroe.la.gov

RE: 2025 Vegetation Management Program Renewal

Mr. Platt,

Thank you for the opportunity to continue providing vegetation management for the City of West Monroe.

Edko, LLC will furnish all necessary materials, equipment, labor, qualified supervision, and insurance for all areas listed below.

# **Treatment List:**

- Previously designated/sprayed/mapped Ditches 2 Applications
- Golf Course Creek Tributary (2018 Add-on) 2 Applications
- All un-mowable I-20 Ditches and Slopes 2 Applications
- All I-20 Tree "Islands" 2 Applications
- All established I-20 trees (trimming & surrounding brush) 2 Applications
- Previously designated/sprayed sections of I-20 Fences 2 Applications
- All I-20 Overpass Abutments and Aprons, and Guardrails 2 Applications
- Under all Elevated Spans of I-20 (skip at cricket farm) 1 Application
- Islands, Guardrails, and Slopes at Downing Pines Overpass 2 Applications
- "Curb & Gutter" to Warren (incl. sidewalks) 3 applications
- "Curb & Gutter" to Downtown Streets and Sidewalks 3 Applications
- "Curb & Gutter" to Bell and McMillan (incl. sidewalks) 3 Applications
- "Curb & Gutter" to N. 7<sup>TH</sup> St. (from Stella to Cypress); Cypress St. (from Bridge to N. 7<sup>TH</sup>); Bridge/Stella/Mill Sts. (from Trenton to N. 7<sup>TH</sup>) (incl. sidewalks) 3
   Applications
- "Curb & Gutter" to Thomas and Stella Overpasses 3 Applications

- "Curb & Gutter" to 5<sup>th</sup> St./I-20 Interchange; including On/Off Ramps 3
   Applications
- "Curb & Gutter" at The Ike, Farmer's Mkt., Rec. Center, and Ret. Home 3
   Applications
- "Curb & Gutter" to Arkansas Rd.; incl. sidewalks, islands, and roundabouts (from N. 7<sup>th</sup> to Good Hope) – 3 Applications
- "Curb and Gutter" to Trenton Crosswalk Islands (triangles/porkchops) 3 applications
- "Curb and Gutter" to Cypress @ Bridge Island
- "Curb and Gutter" to Mays St. from Downing Pines to Constitution Dr. − 3
   Applications
- "Curb and Gutter" to N. 7th from Otis to Arkansas 3 Applications
- 3 applications on sidewalks, parking lots, and cracks at City Hall, Police Station, and Convention Center.
- 3 applications to entire IKE parking lot. (including RV parking lot in the back)
- Arkansas Rd. Fence ROW on south side (from Warren to Jersey) 2
   Applications
- Trenton St. All area between Street and Sea-Wall; and Guardrails 2
   Applications
- Trenton St Sterilant Edging (@6 in.) along Sea-Wall 2 Applications
- Restoration Park Parking Lots, Sidewalks, Levee, Spillway 2 Applications
- Warren Dr. Ditch (excluding Detention Basin) 2 Applications
- Public Works Complex 2 Applications
- Water Tower / Well #10 Site (gravel) 2 Applications
- Fire Dept. Training Yard (Haynes St.) 2 Applications
- Glenwood from Thomas to Blanchard along the canal
- Blanchard @ Glenwood Dr heading north on both sides of the canal, then head west along both sides of the canal toward Tinseltown
- Academy parking lot, ditch along south by Pizza Hut. Spray and kill weeds
- 1100 block of North 8<sup>th</sup> St from Drew St to the dead end along the wood line
- Parkwood Dr along the guard rails
- Alley between Marie St and Medorah starting @ Tupelo St
- Parkwest Dr. Apartment Ditch
- Both sides of canal on McBeth Ave
- The ditch on Brian E. Smith Park
- McMillan St. and Bell St. ditch on both sides of the street and the grass from the sidewalk to the ditch. It's really wet in there and they can't get in to cut it.
- Waste Water Treatment Facility \*\*(Not shown on Map)
  - Bermuda Release/Suppression to all grass areas 2 Applications
  - Non-Selective to all roads; inner banks; rock areas 1 Application w/ Touch-up
- Interstate I-20 (1 pre-emergent and 1 post-emergent/suppression application)
- Hasley Cemetery (1 pre-emergent and 1 post-emergent/suppression application)

Our contract price for the year 2025 is \$147,00	00.
We appreciate the opportunity to continue serv	ving your vegetation management needs.
Please let us know if we may provide any additional statement of the state	tional information.
Respectfully,	
Edko, LLC	
Jordan LeMoine jordan.lemoine@edkollc.com Office: 318-425-8671 Cell: 318-518-6980	
Upon acceptance of this agreement, please sig	gn and return by email or mail.
ACCEPTANCE OF AGREEMENT	
Signature	Purchase Order Number
Date	Year 2025 Contract Amount

# 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 ENTITY/STATE AGREEMENT WITH THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT REGARDING STATE PROJECT NO. H.013371, FEDERAL AID PROJECT NO. H013371, KIROLI RD SIDEWALKS AND PED IMPROVEMENTS, OUACHITA PARISH; TO FURTHER AUTHORIZE THE MAYOR TO EXECUTE THAT ENTITY/STATE AGREEMENT AND RELATED ANY **FUNDING** COMMITMENT LETTER OR OTHER RELATED DOCUMENTS; TO FURTHER EXECUTE ANY ALL FURTHER DOCUMENTS, AUTHORIZATIONS, OR COMMITMENTS, AND TO UNDERTAKE ANY AND ALL ACTIONS WHICH ARE NECESSARY, APPROPRIATE OR DESIRABLE IN ORDER TO MEET ANY AND ALL OTHER REQUIREMENTS RELATING TO THE AWARD OF THAT PROJECT, OR OTHERWISE TO FULFILL THE OBLIGATIONS OF THE CITY OF WEST MONROE, LOUISIANA, AS IT RELATES TO THE AGREEMENT; 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 the City of West Monroe, Louisiana, is hereby authorized to enter into an Entity/State Agreement with the Louisiana Department of Transportation and Development regarding State Project No. H.013371, Federal Aid Project No. H013371, Kiroli Rd Sidewalks and Ped Improvements, Ouachita Parish, a copy of which is more fully set forth as the attached Exhibit "A", and that Staci Albritton Mitchell, Mayor, be and she is hereby authorized to execute that Entity/State Agreement on behalf of the City of West Monroe, Louisiana, and she or other designated Responsible Person In Charge is authorized to further execute any and all documents either necessary or appropriate to reflect the approval by the City of West Monroe, Louisiana, including the required Federal or State funding commitment letter, with the City of West Monroe, Louisiana, then committing to and assuming all obligations of "Entity" for all required costs reflected on any required funding commitment letter.

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, 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 are necessary, appropriate or desirable in order to meet any and all other requirements relating

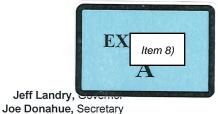
to the award of that project, or otherwise to fulfill the obligation of the City of West Monroe, Louisiana, as it relates to the agreement.

The above Ordinance was read and considered by sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, this 18th day of March, 2025, the final vote being as follows:

YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	
	APPROVED THIS 18TH DAY OF MARCH, 2025
ANDREA PATE, CITY CLERK CITY OF WEST MONROE STATE OF LOUISIANA	STACI ALBRITTON MITCHELL, MAYOR CITY OF WEST MONROE STATE OF LOUISIANA



Office of Engineering
PO Box 94245 | Baton Rouge, LA 70804-9245
ph: 225-379-1200 fx: 225-379-1851



March 7, 2025

Mr. Matthew Wilson, Finance Director City of West Monroe 2305 N. 7<sup>th</sup> Street West Monroe, LA 71291

RE: Original Agreement

State Project No. H.013371

F.A.P. No. H013371

Kiroli Rd Sidewalks and Ped Improvements

Ouachita Parish

Dear Mr. Wilson:

Transmitted herewith is one (1) pdf. Agreement between the Department of Transportation and Development (DOTD), and the City of West Monroe.

We have 2 options for submitting signed agreements:

- 1. You may print <u>2</u> copies of the agreement have all documents signed in the appropriate places. After all required signatures have been obtained the signed documents may be mailed to: <u>DOTD</u>, <u>Attention: Tina Schmit</u>, P.O. Box 94245, Room 405KK, Baton Rouge, LA 70804-9245, undated,
- 2. Or, you may DocuSign the agreement, please check your email for the DocuSign notification. Please make sure to provide the current resolution.

The documents will be dated following its execution by the Department, and one signed original agreement will be returned to you for your files.

If you have any questions or comments, please contact Tina Schmit at (225) 379-1426 or email at tina.schmit@la.gov.

To satisfy our legal requirements, please furnish us with a current Original Resolution authorizing the signatory party to execute these documents on behalf of the City of West Monroe and return with the signed documents.

Sincerely,

TONYIC ROBERTSON

Tonyic Robertson
Contract/Grants Reviewer Manager

TR: ts

Attachments

pc: Mr. Steve Meek

# STATE OF LOUISIANA LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

# **ENTITY/STATE AGREEMENT** STATE PROJECT NO. H.013371 FEDERAL AID PROJECT NO. H013371 KIROLI RD SIDEWALKS AND PED IMPROVEMENTS **OUACHITA PARISH**

THIS

THIS AGREEMENT is made and executed on this day of	
, 20, by and between the Louisiana Department of	f
Transportation and Development, through its Secretary, hereinafter referred to a	.S
"DOTD," and City of West Monroe, a political subdivision of the State of Louisiana	ı,
hereinafter referred to as "Entity."	
·	
WITNESSETH: That the parties hereto agree as follows:	
WHEREAS, the Entity and DOTD desire to cooperate in the financing and delivery of th	e
Project as described herein; and	
WHEREAS, the Entity understands that funding for this project is not a grant, bu	ıt
reimbursement/disbursement of eligible expenditures as provided herein; and	
WHEREAS, if applicable, the Project is part of a Transportation Improvements Program	n
("TIP"), serving to implement the area-wide transportation plan held currently valid b	y
appropriate local officials and the Metropolitan Planning Organization ("MPO"), an	d
developed as required by Section 134 of Title 23, U.S.C.; and	
WHEREAS, the Entity grants access within the project limits to DOTD and all necessar	у
parties required to complete the project; and	
WHEREAS, DOTD is agreeable to the implementation of the Project and desires t	0
cooperate with the Entity as hereinafter provided; and	
WHEREAS, the Entity is required to attend the mandatory Qualification Core Trainin	g

and adhere to the Local Public Agency ("LPA") Manual; and

Rev. 2/8/2025

Entity/State Agreement S.P. No. H.013371 F.A.P. No. H013371 Kiroli Rd Sidewalks and Ped Improvements Ouachita Parish Page 2 of 22

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

The foregoing recitals are hereby incorporated by reference into this agreement.

### ARTICLE I: PROJECT DESCRIPTION

The improvement, hereinafter referred to as "Project," that is to be undertaken under this Agreement is to construct approximately 3,000 linear feet of Portland cement concrete sidewalks along Kiroli Road from its intersection with Arkansas Road to the entrance to Kiroli Park, and related work on City right-of-way in the City of West Monroe, Ouachita Parish, Louisiana.

For purposes of identification and record keeping, State and Federal Aid Project Numbers have been assigned to this Project as follows: State Project No. H.013371 and Federal Aid Project No. H013371. All correspondence and other documents pertaining to this project shall be identified with these project numbers.

The table below defines who will perform the work involved with each item listed in their respective articles, either directly with in-house staff or through a consultant or contractor. This table does not address funding.

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Entity/State Agreement S.P. No. H.013371 F.A.P. No. H013371 Kiroli Rd Sidewalks and Ped Improvements Ouachita Parish Page 3 of 22

Responsibility Table Roadway Control Section 000-37			
	Entity	DOTD	Comments
Roadway Owner	Yes	No	
Environmental Process	Yes	No	
Pre-Construction Engineering	Yes	No	
Rights-of-Way			
Appraisal/Valuation Services	Yes	No	
Appraisal Review	Yes	No	
Acquisition/Relocation Services	Yes	No	
Other Right of Way Services	Yes	No	
Permits Necessary for Project	Yes	No	
Utility Agreements (Clearance/Relocation)	Yes	No	
Utility Permits	Yes	No	
Construction	Yes	No	
Construction Engineering Administration and Inspection	Yes	No	
Construction Engineering Testing	Yes	No	
Non-Infrastructure Enhancements	Yes	No	

### ARTICLE II: FUNDING

Except for services hereinafter specifically listed to be furnished solely at DOTD's expense or solely at the Entity's expense, the cost of this Project will be a joint participation between DOTD and the Entity, with DOTD or the Entity contributing the local match of the participating approved project Stage/Phase and the Federal Highway Administration, hereinafter referred to as "FHWA," contributing Federal Funds through DOTD, as shown in the Funding Table. The Entity does, however, reserve the right to incorporate items of work into the construction contract not eligible for State or Federal participation if it so

Entity/State Agreement S.P. No. H.013371 F.A.P. No. H013371 Kiroli Rd Sidewalks and Ped Improvements Ouachita Parish Page 4 of 22

desires and at its own cost subject to prior DOTD and/or Federal approval.

Funding Table <sup>1</sup> Roadway Control Section 000-37			
Method of Payment	Disbursement		
	Percentage Funded By Entity	Percentage Funded By DOTD	Comments
Environmental Process	100%	0%	
Pre-Construction Engineering	100%	0%	
Rights-of-Way			
Appraisal/Valuation Services	100%	0%	
Appraisal Review	100%	0%	
Acquisition/Relocation Services	100%	0%	
Other Right of Way Services	100%	0%	
Permits Necessary for Project	100%	0%	
Utility Agreements (Clearance/Relocation) <sup>2</sup>	100%	0%	
Utility Permits	100%	0%	
Construction	20%	80%	
Construction Engineering and Inspection	100%	0%	
Construction Engineering Testing	100%	0%	
Non-Infrastructure Enhancements	100%	0%	

<sup>&</sup>lt;sup>1</sup>Percentages are to be applied to the amount shown in the most current approved Transportation Improvement Program ("TIP"), including subsequent modifications and amendments. If in a non-MPO area, a Funding Commitment Letter will be used to identify the available funds.

<sup>&</sup>lt;sup>2</sup>Includes railroads.

Entity/State Agreement S.P. No. H.013371 F.A.P. No. H013371 Kiroli Rd Sidewalks and Ped Improvements Ouachita Parish Page 5 of 22

The estimated percentage paid by the Entity, as shown in the Funding Table, is required to be remitted to DOTD prior to advertisement or commencement of any Stage/Phase for which DOTD is designated as being responsible, as per the Responsibility Table.

In addition, if DOTD manages a contract for an off-system (i.e., locally owned) route, the Entity will, in advance of DOTD entering into any contract for any Stage/Phase, be required to pay for DOTD's indirect costs associated with the administration of that contract, in proportion to the local share of the contract, as specified in the Funding Table. The amount of indirect costs will be calculated based on DOTD's most current Federally approved administrative cost rate, which shall be applied to the cost of the contract. Entity may request in writing from the DOTD Project Manager an exemption from the obligation to pay a share of DOTD's indirect costs.

For construction contracts, the Entity will be required to pay 1.2 times the amount described in the above paragraphs, with the additional amount to be held in reserve for change orders and claims. In the event the actual cost of the contract exceeds the preliminary cost estimate, the Entity shall reimburse DOTD in an amount equal to the matching funds of the actual final cost in excess of said preliminary cost estimate, which shall be payable within thirty (30) days of receipt of an invoice for same from DOTD. In the event that the actual cost of the contract is less than the said preliminary cost estimate (and the amount held in reserve, as applicable), DOTD shall return to Entity funds in excess of the amount required in proportionate matching funds, based on actual cost incurred, as provided in the Funding Table.

Regarding services for which the Entity is designated as being responsible, as per the Responsibility Table, and which will receive Federal funding, as per the Funding Table, the Entity agrees it will not incur or expend any funds or provide a written Notice To Proceed ("NTP") to any consultant or contractor prior to written notification from DOTD that they can begin work. Any costs incurred prior to such notification will not be compensable.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *disbursement* method is chosen, as per the Funding Table, DOTD will pay to the Entity monthly the correct Federal ratio of the approved project costs after the Entity has rendered such invoices. The invoices shall be submitted with a DOTD Cost Disbursement Certification, executed by the properly designated Entity official. The Entity is required to tender payment for the invoiced cost to the vendor promptly upon receipt of each disbursement of funds. Within sixty (60) days from receipt of payment from DOTD, Entity shall provide proof to DOTD of said payment to vendor.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *reimbursement* method is chosen, as per the Funding Table, the Entity will submit an invoice monthly to DOTD with a copy of the cancelled check, in accordance

Entity/State Agreement S.P. No. H.013371 F.A.P. No. H013371 Kiroli Rd Sidewalks and Ped Improvements Ouachita Parish Page 6 of 22

with DOTD's standards and methods. Upon receipt of each invoice, DOTD will reimburse the percentage shown in the Funding Table within thirty (30) days of determining it is correct. The Entity must bill within sixty (60) days of the incurrence of expense or receive a written waiver from its project manager extending the time of submittal.

All charges shall be subject to verification, adjustment, and/or settlement by DOTD's Audit Section. Before final payment is recommended by DOTD, all supporting documentation shall conform to DOTD policies and procedures. In the event of the Entity's noncompliance with applicable requirements, DOTD has the authority to impose such contract sanctions as it, or FHWA, may determine to be appropriate, including but not limited to withholding of payments to the Entity until the Entity complies with all requirements.

The Entity shall submit all final billings for all Stage/Phases of work within ninety (90) days after completion of the period of performance of this agreement. Failure to submit these billings within the specified ninety- (90-) day period shall result in the Project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Entity. The Entity shall reimburse DOTD any and all amounts for services which are cited by DOTD as being noncompliant with Federal/State laws and/or regulations. The cited amounts which are reimbursed by the Entity will be returned to the Entity upon clearance of the citation(s).

Should the Entity fail to reimburse DOTD the cited amounts within thirty (30) days after notification, all future payment requests from the Entity will be held until the cited amounts are exceeded, at which time only the amount over the cited amounts will be released for payment. Additionally, future Local Public Agency ("LPA") projects for the Entity may not be approved until such time as the cited amount is reimbursed to DOTD.

In the event of the Entity's failure to timely prepare and subject in the manner specified, any documentation with back up documentation required for project close-out, including, but not limited to Final estimates, Summary of Samples and Test Results Form ("Form 2059"), et cetera, DOTD will withhold a portion of or the entire payment to the Entity until the Entity submits the required project close-out documentation with backup documentation.

### ARTICLE III: PROJECT RESPONSIBLE CHARGE

23 CFR 635.105 requires a full-time employee of the Entity to be in "Responsible Charge" of the Project for the Stages/Phases for which the Entity is designated as being responsible, as per the Responsibility Table. The Entity, at the time of execution of this Agreement, shall complete, if not previously completed, the LPA Responsible Charge Form and submit it to the Project Manager. The Entity is responsible for keeping the form updated and submitting the updated form to the Project Manager. The LPA Responsible Charge need

Entity/State Agreement S.P. No. H.013371 F.A.P. No. H013371 Kiroli Rd Sidewalks and Ped Improvements Ouachita Parish Page 7 of 22

not be an engineer. DOTD will serve as the Responsible Charge for the construction engineering and inspection portion of the Project on State routes. The LPA Responsible Charge is expected to be accountable for the Project and to be able to perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality, and scope of Federal-aid projects;
- Maintain familiarity of day-to-day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
- Review financial processes, transactions, and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation;
- Be aware of the qualifications, assignments, and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project; and
- Review QA/QC forms, Constructability/Biddability Review form, and all other current DOTD quality assurance documents.

The above duties do not restrict an Entity's organizational authority over the LPA Responsible Charge or preclude sharing of these duties and functions among a number of public Entity employees. It does not preclude one employee from having responsible charge of several projects and directing project managers assigned to specific projects.

In accordance with 23 CFR 635.105, DOTD will provide a person in "responsible charge" that is a full-time employed State engineer for Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table. For Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table, the Entity will also provide an LPA Responsible Charge, but that person will have the following modified duties:

Entity/State Agreement S.P. No. H.013371 F.A.P. No. H013371 Kiroli Rd Sidewalks and Ped Improvements Ouachita Parish Page 8 of 22

- Act as primary point of contact for the Entity with DOTD;
- Participate in decisions regarding cost, time and scope of the Project, including changed/unforeseen conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is appropriate in light of the magnitude and complexity of the Project, or as determined by the DOTD Responsible Charge;
- Provide assistance or clarification to DOTD and its consultants, as requested;
- Attend project meetings as determined by the DOTD Responsible Charge, and attend the Project's "Final Inspection";
- Be aware of the qualifications, assignments, and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project as requested by the DOTD Responsible Charge;
- Review QA/QC forms, Plan Constructability/Biddability Review form, and other current DOTD quality assurance documents as requested by the DOTD Responsible Charge.

### ARTICLE IV: PERIOD OF PERFORMANCE

If the Tables indicate that State or Federal funds are used for an authorized Stage/Phase of the project, a period of performance is required for the authorized Stage/Phase. As per 2 CFR 200.309, the Period of Performance is a period when project costs can be incurred, specifically, a project Stage/Phase authorization start and end date. Any additional costs incurred after the end date are not eligible for reimbursement. The Project Manager will send the LPA a Period of Performance written notification which will provide begin and end dates for each authorized project Stage/Phase and any updates associated with the dates.

### ARTICLE V: CONSULTANT SELECTION

If the Funding Tables indicate that Federal funds are used for a Stage/Phase of the project in which consulting services will be performed, DOTD shall advertise and select a consulting firm for the performance of the services necessary to fulfill the scope of work unless the Entity has a selection process which has been previously approved by FHWA and DOTD for the designated Stage/Phase. Following the selection of the consulting firm by DOTD, if applicable, and if the Responsibility Table specifies that the Entity holds the

Entity/State Agreement S.P. No. H.013371 F.A.P. No. H013371 Kiroli Rd Sidewalks and Ped Improvements Ouachita Parish Page 9 of 22

contract, the Entity shall enter into a contract (prepared by DOTD) with the consulting firm for the performance of all services required for the Stage/Phase. The Entity may make a non-binding recommendation to the DOTD Secretary on the consultant shortlist. If the Entity makes a selection pursuant to its approved procedures, the Entity shall submit to DOTD the draft contract for approval prior to execution. No subconsultants shall be added to the Project without prior approval of the DOTD Consultant Contract Services Administrator. The specified services will be performed by the selected consultant under the direct supervision of the LPA Responsible Charge, who will have charge and control of the Project at all times.

Formal written notification from DOTD of Federal authorization is required prior to the issuance of an NTP by the Entity. Any costs which the Entity expects to be reimbursed prior to such authorization will not be compensable prior to the NTP date or if performed outside of the period of performance of this agreement.

The Entity shall be responsible for any contract costs attributable to the errors or omissions of its consultants or subconsultants.

If **DOTD** is designated as being responsible to complete the Stage/Phase, as per the Responsibility Table, DOTD will perform the specified services.

As per the Funding Table, if the **Entity** is responsible for all costs associated with a Stage/Phase, and the Responsibility Table indicates the Entity is the contract holder, the Entity shall either conduct the specified services or advertise and select a consulting firm (if not previously selected) for the performance of services necessary to fulfill the scope of work for the designated Stage/Phase. If a consulting firm is selected, the Entity shall enter into a contract with the selected firm for the performance of the services. The Entity is prohibited from selecting or approving any consultant or subconsultant who is on DOTD's disqualified list or who has been debarred pursuant to LSA-R.S. 48:295.1, et seq.

### ARTICLE VI: ENVIRONMENTAL PROCESS

If it is specified in the Funding Table, the environmental process is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

The Project will be developed in accordance with the National Environmental Policy Act ("NEPA"), as amended, and its associated regulations. Additionally, the Project will comply with all applicable State and Federal laws, regulations, rules, and guidelines, in particular 23 CFR Parts 771, 772, and 774, along with the latest version of DOTD's "Stage/Phase 1: Manual of Standard Practice" and "Environmental Manual of Standard

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Practice." All Stage/Phase 1 environmental documents and public involvement proposals prepared by or for the Entity shall be developed under these requirements and shall be submitted to DOTD for review and comment prior to submittal to any agency.

### ARTICLE VII: PRE-CONSTRUCTION ENGINEERING

If it is specified in the Funding Table, pre-construction engineering is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article. In the event the Entity is obligated to complete this work and contracts with a third party to perform the work, and DOTD is obligated to complete any subsequent work, DOTD and the Entity agree that any rights the Entity may have to recover from the provider of pre-construction engineering services shall be transferred to DOTD.

The Engineer of Record shall make all necessary surveys, prepare plans, technical specifications and cost estimates, and complete any and all required documentation for the Project in accordance with the applicable requirements of the latest edition of the Louisiana Standard Specifications for Roads and Bridges, applicable requirements of 23 CFR Part 630 ("Preconstruction Procedures"), and the following specific requirements:

The design standards shall comply with the criteria prescribed in 23 CFR Part 625 ("Design Standards for Highways"), and State requirement(s) applicable to the roadway(s) that is/are the subject of this agreement. The format of the plans should conform to the latest standards used by DOTD in the preparation of its contract plans for items of work of similar character. The deliverables must incorporate all applicable accessibility codes and all related regulations including, but not limited to: ADAAG, 2010 ADA Standards for Accessible Design, MUTCD, PROWAG, Section 504 of the Rehabilitation Act of 1973, 23 CFR 450, State DOT Regulations, USDOT, 49 CFR Part 37. For information on the **LPA** the acronyms. see Manual located on DOTD website: (http://wwwsp.dotd.la.gov/Inside LaDOTD/Divisions/Administration/LPA/Pages/default .aspx).

For projects including lighting systems, the Entity will execute a lighting agreement. The Entity shall also provide DOTD with documentation of the utility/electrical service account in the Entity's name where projects are built on State rights-of-way.

# ARTICLE VIII: RIGHT-OF-WAY APPRAISAL, ACQUISITION AND RELOCATION

If it is specified in the Funding Table, right-of-way services and acquisition are eligible as project costs.

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The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

If right-of-way is required for this Project, appraisal and acquisition of all real property and property rights required for this Project shall be in accordance with all applicable State and Federal laws, including Title 49 CFR, Part 24 as amended; Title 23 CFR, Part 710 as amended; DOTD's Right-of-Way Manual; DOTD's LPA Right-of-Way Manual; DOTD's Guide to Title Abstracting; and any additional written instructions as given by the DOTD Right-of-Way Section.

Design surveys, right-of-way surveys, and the preparation of right-of-way maps shall be performed in accordance with the requirements specified in the current edition of the "Location & Survey Manual."

The Entity shall sign and submit the LPA Assurance Letter to the DOTD Right-of-Way Section annually. As soon as it is known that the acquisition of right-of-way is required for this Project, the Entity shall contact the DOTD Right-of-Way Section for guidance.

DOTD or the Entity, as per the Responsibility Table, shall ensure that the design of the Project is constrained by the existing right-of-way or the right-of-way acquired for the Project, as shown on the construction plans. When applicable, the Entity will send to the Project Manager a letter certifying that the Project could be built within the right-of-way.

If right-of-way was acquired by the Entity, the letter should also state that the acquisition was performed according to State and Federal guidelines, as mentioned above, and it is understood that liability and any costs incurred due to insufficient right-of-way are the responsibility of the Entity.

### ARTICLE IX: TRANSFER AND ACCEPTANCE OF RIGHT-OF-WAY

If the Responsibility Table indicates that parcels of land shall be acquired by DOTD as right-of-way for the Project and if the roadway shall not remain in the State Highway System after completion and acceptance of the Project, these parcels shall be transferred by DOTD, in full ownership, to the Entity, upon the Final Acceptance of the Project by the DOTD Chief Engineer. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the Entity's road system and the assumption by the Entity of the obligations to maintain and operate the property and its improvements, if any, at its sole cost and expense.

If the Responsibility Table indicates that parcels of land shall be acquired by the Entity as right-of-way for the Project and the roadway shall not remain in the Entity's Highway System after completion and acceptance of the Project, these parcels shall be transferred by the Entity to DOTD, in full ownership, upon final inspection and acceptance of the

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Project by the DOTD. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the State Highway System and the assumption by the State of the obligations to maintain and operate the property and its improvements, if any, at DOTD's sole cost and expense.

Furthermore, both DOTD and the Entity agree to hold harmless and indemnify and defend the other party against any claims of third persons for loss or damage to persons or property resulting from the failure to maintain or to properly sign or provide and maintain signals or other traffic control devices on the property acquired pursuant to this Agreement.

### **ARTICLE X: PERMITS**

The Responsibility Table defines whether DOTD or the Entity shall be obligated to obtain the permits and the approvals necessary for the Project, whether from private or public individuals and pursuant to local, State or Federal rules, regulations, or laws.

#### ARTICLE XI: UTILITY RELOCATION/RAILROAD COORDINATION

If specified in the Funding Table, companies that have compensable interest and whose utilities must be relocated may be reimbursed relocation costs from project funds.

The responsible party, as defined in the Responsibility Table, shall be obligated to obtain from affected utility companies or railroads all agreements and designs of any required systems or relocations.

When the Entity is responsible for these activities on one or more control sections of the Project, the Entity will be required to submit a Utility Assurance Letter to the DOTD Project Manager prior to the letting of the Project.

If the Entity is the responsible party, then it shall comply with all utility relocation processes as specified in the LPA Manual.

The responsible party, as defined in the Responsibility Table, shall be obligated to issue any permits or otherwise authorize any utility companies or railroads that are relocating into project right-of-way in connection with the Project.

### ARTICLE XII: BIDS FOR CONSTRUCTION

DOTD shall prepare construction proposals, advertise for and receive bids for the work, and award the contract to the lowest responsible bidder. Construction contracts will be prepared by DOTD after the award of the contract.

For Entity held contracts, DOTD will advertise and receive bids for the work in accordance

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with DOTD's standard procedures. All such bids will be properly tabulated, extended, and summarized to determine the official low bidder. DOTD will then submit copies of the official bid tabulations to the Entity for review and comment, while DOTD will concurrently analyze the bids. The award of the contract shall comply with all applicable State and Federal laws and the latest edition of the Louisiana Standard Specifications for Roads and Bridges. The Entity will be notified when the official low bid is greater than the estimated construction costs. When a decision is made to award the contract, the contract will be awarded by DOTD on behalf of the Entity following concurrence by the Federal Highway Administration ("FHWA") and the Entity. DOTD will transmit the construction contract to the Entity for its further handling toward execution. The Entity will be responsible for construction contract recordation with the Clerk of Court in the Project's parish. A receipt of filing shall be sent to the DOTD Financial Services Section. DOTD will, at the proper time, inform the Entity in writing to issue to the contractor an official NTP for construction.

### ARTICLE XIII: CONSTRUCTION ENGINEERING AND INSPECTION

If it is specified in the Funding Table, construction engineering and inspection is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

If DOTD is obligated to complete the work specified in this Article, DOTD will perform the construction engineering and inspection using funds as specified in the Funding Table. If the Entity is obligated to complete the work specified in this Article, the Entity will either perform the construction engineering and inspection with in-house staff or will hire a consultant to perform the work. If Federal funds are specified in the Funding Table for construction engineering and inspection, the selection of any consultant will be as provided in Article V, above. The construction engineering and inspection must be performed by a professional licensed to perform the type of work being performed.

DOTD will assign a representative from a District Office to serve as the District Project Coordinator during project construction. The District Project Coordinator will make intermittent trips to the construction site to ensure that the construction contractor is following established construction procedures and that applicable Federal and State requirements are being enforced. The District Project Coordinator will advise the LPA Responsible Charge of any discrepancies noted. Failure to comply with such directives will result in the withholding of Federal funds by DOTD until corrective measures are taken by the Entity.

Except where a deviation has been mutually agreed to in writing by both DOTD and the Entity, the following specific requirements shall apply:

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- 1. When it is stipulated in the latest edition of the Louisiana Standard Specifications for Roads and Bridges that approval by the Project Engineer or DOTD is required for equipment and/or construction procedures, such approval must be obtained through the DOTD Construction Section. All DOTD policies and procedures for obtaining such approval shall be followed.
- 2. All construction inspection personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD construction personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD. Construction inspection personnel shall be responsible for ensuring conformity with the plans and specifications.
- 3. All construction procedures must be in accordance with DOTD guidelines and policies established by the latest editions of the Construction Contract Administration Manual, the Engineering Directives and Standard Manual ("EDSM"), and any applicable memoranda. DOTD shall make these documents available to the Entity for use by project personnel.
- 4. Construction documentation shall be performed in HeadLight, and estimates and change orders in Site Manager by the Entity or the Entity's consultant. All documentation of pay quantities must conform to the requirements of DOTD as outlined in the Construction Contract Administration Manual, latest edition. DOTD shall make these documents available to the Entity for use by project personnel.
- 5. Quality assurance personnel must follow appropriate quality assurance manuals for all materials to be tested and ensure that proper sampling and testing methods are used. Sampling shall be done in accordance with DOTD's Sampling Manual or as directed by DOTD through HeadLight Materials and Site Manager Materials.
- 6. If the Entity is obligated to perform testing, as per the Responsibility Table, the Entity will be responsible for all costs associated with the material testing, and any utilized laboratory must be accredited and approved by DOTD. Approved accreditation companies are listed on the Materials Lab website. DOTD may, in its sole discretion, if appropriate and if requested by the Entity, perform testing at its Material Testing lab.
- 7. All laboratory personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD laboratory personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD.

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8. The Entity or the Entity's consultant shall prepare and submit the final records to DOTD within a maximum of thirty (30) days from the date of recordation of the acceptance of the project for projects under \$2 million, and within a maximum of sixty (60) days for projects over \$2 million.

The Consultant and/or the Entity shall be required to comply with all parts of this section while performing duties as Project Engineer.

### ARTICLE XIV: SUBCONTRACTING

Any subcontracting performed under this Project with State or Federal funds, either by consulting engineers engaged by the Entity or the construction contractor, must have the prior written consent of DOTD. In the event the consultant or contractor elects to sublet any of the services required under this contract, it must take affirmative steps to utilize Disadvantaged Business Enterprises ("DBE") as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

- a) Including qualified DBE on solicitation lists;
- b) Assuring that DBE are solicited whenever they are potential sources;
- c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum DBE participation;
- d) Where the requirement permits, establishing delivery schedules which will encourage participation by DBE; and/or
- e) Using the services and assistance of the Office of Disadvantaged Business Enterprise of the Department of Commerce and the Community Services Administration as required.

In addition, the Contractor is encouraged to procure goods and services from labor surplus areas.

### ARTICLE XV: DBE REQUIREMENTS

It is the policy of DOTD that it shall not discriminate on the basis of race, color, national origin, or gender in the award of any United States Department of Transportation ("US DOT") financially assisted contracts or in the administration of its DBE program or the requirements of 49 CFR Part 26. Entity agrees to ensure that DBEs, as defined in 49 CFR Part 26, have a reasonable opportunity to participate in the performance of work under this agreement, and in any contracts related to this agreement. In this regard, Entity shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs

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have a reasonable opportunity to compete for and perform services relating to this agreement. Furthermore, Entity shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. Entity shall carry out applicable requirements of 49 CFR Part 26 in the performance and administration of this agreement and any related contracts.

The Entity or its consultant agrees to ensure that the "Required Contract Provisions for DBE Participation in Federal Aid Construction Contracts" are adhered to for the duration of this Project. These contract provisions shall apply to any project with a DBE goal and must be included in the requirements of any contract or subcontract. Failure to carry out the requirements set forth shall constitute a breach of this agreement and, after notification by DOTD, may result in DOTD withholding funds, termination of this agreement by DOTD, or other such remedy as DOTD deems appropriate.

If a DBE is subcontracted to perform services in connection with this agreement, Entity shall provide to DOTD a copy of the contracts between Entity, the prime contractor/consultant, and the DBE. Further, Entity will ensure that any contracts between its contractors/consultants and any DBE will require that the prime contractor/consultant pay the DBE in full for services satisfactorily performed, and such payment shall be made within thirty (30) calendar days of receipt of payment for those services by the prime contractor/consultant.

Regardless of whether or not a DBE goal has been assigned to this agreement, Entity, its employees, and its agents shall comply with all requirements of 2 CFR 200.321 regarding minority- and women-owned business enterprises.

Failure to carry out the above requirements shall constitute a breach of this agreement. After proper notification by DOTD, immediate remedial action shall be taken by Entity as deemed appropriate by DOTD or the agreement may be terminated. The option shall rest with DOTD.

The above requirements shall be included in all contracts and/or subcontracts entered into by the Entity or its contractor/consultant.

### ARTICLE XVI: DIRECT AND INDIRECT COSTS

Any DOTD direct or indirect costs associated with this Project may be charged to this Project.

If the Entity is indicated in the Responsibility Table as being responsible for a Stage/Phase, the Entity may be eligible for reimbursement of direct and/or indirect costs incurred related to administration of the contract for such Stage/Phase. Per 2 CFR 200, an Entity must establish and maintain effective internal controls over Federal award to provide reasonable

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assurance that awards are being managed in compliance with Federal laws and regulations. The Entity must verify this to DOTD by completing all necessary steps in order to obtain a subrecipient risk assessment from DOTD. The Entity's failure to comply with these requirements may result in Agreement termination.

As per 2 CFR 200, the Entity may receive indirect costs if it has a financial tracking system that can track direct costs incurred by the project. An Entity that has never received a negotiated indirect cost rate may elect to charge a de minimis rate of ten (10%) percent of modified total direct costs as per 2 CFR 200.68 Modified Total Direct Cost ("MTDC"). If chosen, this methodology, once elected, must be used consistently for all Federal awards until such time as the Entity chooses to negotiate for a rate, which the Entity may apply to do at any time.

Allowable Direct and Indirect Costs: Determination of allowable direct and indirect costs will be made in accordance with the applicable Federal cost principles, e.g., 2 CFR Part 200 Subpart E.

**Disallowed Direct and Indirect Costs:** Those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this Agreement.

### ARTICLE XVII: RECORD RETENTION

The Entity and all others employed by it in connection with this Project shall maintain all books, documents, papers, accounting records, and other evidence pertaining to this Project, including all records pertaining to costs incurred relative to the contracts initiated due to their participation Stage/Phases for this Project, and shall keep such material available at its offices at all reasonable times during the contract period and for five (5) years from the date of final payment under the Project for inspection by DOTD and/or the Legislative Auditor, the FHWA, or any authorized representative of the Federal Government under State and Federal Regulations, effective as of the date of this Agreement, and copies thereof shall be furnished if requested. If documents are not produced, the Entity will be required to refund the Federal Funds.

For all Stage/Phases for which the Entity is designated as being responsible, as per the Responsibility Table, the final invoice and audit shall be delivered to DOTD.

Record retention may extend beyond five (5) years if any of the following apply:

a) If any litigation, claim, or audit is started before the expiration of the five-(5-) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken; Entity/State Agreement S.P. No. H.013371 F.A.P. No. H013371 Kiroli Rd Sidewalks and Ped Improvements Ouachita Parish Page 18 of 22

- b) When the Entity is notified in writing by the FHWA, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through Entity to extend the retention period; and/or
- c) Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

### ARTICLE XVIII: CANCELLATION

The terms of this Agreement shall be binding upon the parties hereto until the work has been completed and accepted and all payments required to be made have been made; however, this Agreement may be terminated under any or all of the following conditions:

- 1. By mutual agreement and consent of the parties hereto;
- 2. By the Entity should it desire to cancel the Project prior to the receipt of bids, provided any State/Federal costs that have been incurred for the development of the Project shall be repaid by the Entity;
- **3.** By DOTD due to the withdrawal, reduction, or unavailability of State or Federal funding for the Project;
- 4. By DOTD due to failure by the Entity to progress the Project forward or follow the specific program guidelines (link found on the LPA website). The Program Manager will provide the Entity with written notice specifying such failure. If within sixty (60) days after receipt of such notice the Entity has not either corrected such failure, or in the event it cannot be corrected within sixty (60) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then DOTD shall terminate the Agreement on the date specified in such notice. Any State/Federal costs that have been incurred for the development of the Project shall be repaid by the Entity to DOTD. The Entity may be deemed ineligible for other LPA projects for a minimum of twelve (12) months or until any repayment is rendered;
- 5. If the project has not progressed to construction within the time periods provided under applicable Federal law, the Project will be cancelled and all expended Federal funds must be refunded to DOTD; and/or
- **6.** Failure to comply with the requirements of State or Federal law, including 2 CFR 200 and Title 23 of the U.S. Code.

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### ARTICLE XIX: COMPLIANCE WITH CIVIL RIGHTS

The parties agree to abide by the requirements of the following, as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended; and Title II of the Genetic Information Nondiscrimination Act of 2008.

The parties agree not to discriminate in employment practices, and shall render services under the contract without regard to race, color, age, religion, sex, national origin, veteran status, genetic information, political affiliation, disability, or age.

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

### ARTICLE XX: INDEMNIFICATION

The Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Entity, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, the Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of the installation and the use of these items. Such indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

### ARTICLE XXI: CONSTRUCTION, FINAL INSPECTION AND MAINTENANCE

### **Construction-DOTD**

In the event DOTD is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

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If **DOTD** is the roadway owner of any control section of the Project, as per the Responsibility Table, then upon the Final Acceptance of the Project by DOTD and delivery of the Final Acceptance to the Entity, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by DOTD in the appropriate parish. Before making the final inspection, DOTD shall notify the Entity so that they may have representatives present for such inspection.

If the **Entity** is the roadway owner of any control sections of the Project, as per the Responsibility Table, then upon the Final Acceptance of the Project, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be provided to DOTD and recorded by DOTD in the appropriate parish. Before making the final inspection, DOTD shall notify Entity so that they may have representatives present for such inspection.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, whether such improvements are located within right-of-way owned by DOTD or the Entity, upon the Final Acceptance of the Project, the Entity shall assume the ownership, maintenance, and operations of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments, and/or uses for non-highway purposes.

### **Construction—Entity**

In the event the Entity is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

If **DOTD** is the roadway owner of any control section of the Project, as per the Responsibility Table, then before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor and record it with the Clerk of Court in the appropriate parish. The receipt of filing from the courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by the Entity in the appropriate parish. Before making the final inspection, the Entity shall notify DOTD so that it may have representatives present for such

Entity/State Agreement S.P. No. H.013371 F.A.P. No. H013371 Kiroli Rd Sidewalks and Ped Improvements Ouachita Parish Page 21 of 22

inspection.

If the **Entity** is the roadway owner of any control sections of the Project, as per the Responsibility Table, before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor and record it with the Clerk of Court in the appropriate parish. The receipt of filing from the courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to DOTD and FHWA.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, then upon the Final Acceptance of the Project and delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership, maintenance, and operations of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

### ARTICLE XXII: COMPLIANCE WITH LAWS

The parties shall comply with all applicable Federal, State, and local laws and regulations, including, specifically, the Louisiana Code of Government Ethics (LSA-R.S. 42:1101, et seq.), in carrying out the provisions of this Agreement.

### ARTICLE XXIII: VENUE

The exclusive venue for any suit arising out of this Agreement shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana.

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Entity/State Agreement S.P. No. H.013371 F.A.P. No. H013371 Kiroli Rd Sidewalks and Ped Improvements Ouachita Parish Page 22 of 22

IN WITNESS THEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

### **CITY OF WEST MONROE**

BY:
Typed or Printed Name
Title
72-6001497
Taxpayer Identification Number
TKPGRPA6GCE9
Unique Entity ID Number
20.205
Assistance Listing Number (ALN)
STATE OF LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
BY:
Secretary
RECOMMENDED FOR APPROVAL:
BY:



Road Design Section PO Box 94245 | Baton Rouge, LA 70804-9245 ph: 225-379-1833 | fx: 225-379-1351

Jeff Landry, Governor Joe Donahue, Secretary

City of West Monroe 2305 N. 7<sup>th</sup> Street West Monroe, LA 71291

RE:

Federal Funding Commitment Letter

S. P. No. H.013371

Kiroli Rd Sidewalks and Ped Improvements

Terrebonne Parish

The Commitment letter is to be approved by the Entity's budget authority. The original construction amounts are set by the project application. As shown in the chart below, the Entity is responsible for all costs above the amounts shown in the document. If funding amounts change, the revised document will be sent to the Entity's Person in Responsible Charge for processing by the DOTD Project Manager.

Phase	Local Match Percentage	Federal Percentage	Total
Conceptual Plans and Environmental Decision	100%	0%	100%
Preconstruction Engineering	100%	0%	100%
Right-of-Way Acquisition and Relocation	100%	0%	100%
Utility Relocation	100%	0%	100%
Construction Engineering & Inspection	100%	0%	100%
Construction (Original Limit)	20% - \$143,000.00	80%- \$572,000.00	100% - \$715,000.00
Construction (DOTD Approved Increase past Original Limit)	20%	80%	100%
Non-eligible/excess costs	100%	0%	100%
Total	\$143,000.00	\$572,000.00	\$715,000.00

	1
Mere	02/06/25
Responsible Person In Charge Approval	Date
Matthew Wilson	
Printed Name of Responsible Person	
Bowl Mc	216125
DOTD JAP Program Manager	Date
Cc: Consultant Contract Services	

## CHANGE ORDER

		Λ	No1				
PROJECT: North 3rd	Street Improvements	DATE OF ISSUANCE:	February 24, 2025				
2305 Nort	est Monroe h 7th Street roe, LA 71291						
	Sentz Construction Group, LLC	OWNERS Project No.	N/A				
West Monroe, LA 71294  CONTRACT FOR: North 3rd Street Improvements		ENGINEER: Lazenby & Associates, Inc. 2000 North 7th Street West Monroe, LA 71291					
CONTRACT FOR: N	North 3rd Street Improvements	ENGINEER's Project No	23E066.00				
You are directed to ma	ou are directed to make the following changes in the Contract Documents:						
		ilt quantities. Also, see attached ite for additional days to the contract ti	•				
Purpose of Change Ord	der: Adjust construction items to	As-built quantities.					
	Attachment 1: Desciption by line it Quantities and Revised Item Total.	tem. Attachment 2: Schedule of Ite	ms with Revised				
	N CONTRACT PRICE	CHANGE IN CON					
Original Contract Price	:	Original Contract Time: (days or date)					
\$514,586.	20	60 days					
Previous Change Order	rs No to No	Net change from previous Change Orders:					
\$0.00		None					
Contract Price prior to	this Change Order:	Contract Time prior to this Change Order: (days or date)					
\$514,586.	20	60 days					
Net Difference of this (	Change Order:	Net Difference of this Change O	rder: (days)				
(\$31,081.1		130 days	· • ·				
	approved Change Orders	Contract Time with all approved	Change Orders				
			Change Orders				
\$483,505.0	03	190 days  days or date					
		1 days of date					
RECOMMENDED Lazenby & Associates,	Inc. City of West M	APPROVED  Ionroe Bentz Con	struction Group, LLC				
By Joshun J.	fays BY:	BY:	Sme Rus				
Joshua D. Hay	s, P.E. Staci Albritto	on Mitchell, Mayor	Tiffanie Bentz				

74

#### Attachment 1

### Description:

- 1. Increase pay item 202-02-06080 Removal of Concrete Combination Curb & Gutter by 4.5 linear feet to reflect as-built quantities. The net increase of this item is 4.5 linear feet x \$22.00/linear feet = \$99.00.
- 2. Increase pay item 202-02-06100 Removal of Concrete Walks and Drives by 14.1 square yards to reflect as-built quantities. The net increase of this item is 14.1 square yards x \$30.00/square yard = \$423.00.
- 3. Decrease pay item 502-01-00100 Superpave Asphaltic Concrete by 123.93 Tons to reflect as-built quantities. The net decrease of this item is 123.93 Tons x \$354.00/Ton = (\$43,871.22).
- 4. Decrease pay item 602-05-03040 Full Depth Patching of Jointed Concrete Pavement (6" Thick) by 87.9 square yards to reflect as-built quantities. The net decrease of this item is 87.9 square yards x \$118.00/square yard = (\$10,372.20).
- 5. Decrease pay item 701-03-01000 Storm Drain Pipe (12" CPPPDW) by 45.5 Linear Feet to reflect as-built quantities. The net decrease of this item is 45.5 linear foot x \$128.00/linear foot = (\$5,824.00). The original plan called for the installation of Structure 101 12" Storm Drain Pipe from Structure 102 to Structure 100. During excavation it was discovered that an 18" RCP was buried across North 3<sup>rd</sup> Street running westerly from Structure 100 to the next block. The existing 18" RCP was completely filled with silt & debris having no flow area. The existing 18" RCP was removed in this area and the remaining 18" RCP to the west was cleaned by City forces. The originally planned 12" Storm Drain Pipe was deleted from the plan and a new 18" Cross Drain Pipe (CPPPDW) was installed from Structure 102 to Structure 100.
- 6. Decrease pay item 706-01-00100 Concrete Walk (4" Thick) by 3.8 square yards to reflect asbuilt quantities. The net decrease of this item is 3.8 square yards x \$140.00/square yards = (\$532.00).
- 7. Increase pay item 706-02-00200 Concrete Drive (6" Thick) by 314.10 square yards to reflect as-built quantities. The net increase of this item is 25.1 square yards x \$140.00/square yards = \$3,514.00.
- 8. Decrease pay item 707-01-00200 Concrete Curb (Barrier) by 56.3 linear feet to reflect asbuilt quantities. The net decrease of this item is 56.3 linear feet x \$50.00/linear feet = (\$2,815.00).
- 9. Decrease pay item 741-11-00100 Adjusting Water Valve by 1 Each to reflect as-built quantities. The existing valve ended up being outside the limits of a driveway removal, therefore adjustment was not necessary. The net decrease of this item is 1 Each x 2.000.00/Each = (2.000.00).

#### **Attachment 1 Continued**

- 10. Decrease pay item S-002 Roof Drain Curb Cut by 2 Each to reflect as-built quantities. The existing roof drains appearing to drain towards the street were not present and what was present was collapsed and obsolete. The roof drain curb cuts were deleted from the plan. The net decrease of this item is 2 Each x \$2,000.00/each = (\$4,000.00).
- 11. Establish item S-003 Removal of Cross Drain Pipe (18" RCP) @ \$47.66/linear feet by 47 linear feet = \$2,240.02. The purpose of this item is to remove the existing 18" RCP discovered buried between Structure 102 and Structure 100. This pipe was discovered during excavation and wad found to be in very poor shape and completely clogged with silt and debris. Fortunately, the remaining 18" RCP pipe running west outside of this project was able to be cleaned by City forces improving sub-surface drainage in the area.
- 12. Establish Item S-004 Cross Drain Pipe (18" CPPPDW) @ \$73.11/linear feet = \$3,143.73. The purpose of this item is to install an 18" Corrugated Polypropylene Pipe Double Wall (CPPPDW) between Structure 102 and Structure 100 in the place of the originally planned 12" CPPPDW as stated above.
- 13. Established Item S-005 Sidewalk Scupper @ \$2,009.00/Each by 1 Each = \$2,009.00. The purpose of this item is to install a sidewalk scupper at Station 12+56, 24' Loft in order to adequately drain driveways and surrounding areas into the street gutter.
- 14. Establish Item S-006 Milling of Concrete Pavement @ Lump Sum = \$17,671.50. The purpose of this item is to mill or grind concrete pavement underlying the existing asphalt pavement discovered upon milling the asphalt pavement on the surface. It was discovered that at various locations, the underlying concrete pavement protruded into the surface asphalt pavement unevenly which prevented a smooth surface for paving the new planned asphalt pavement. These areas of protruding concrete were milled down to achieve a smooth surface for paving & resulted in an improved appearance and improved riding surface.
- 15. Establish Item S-007 Undercut (General Excavation) @ \$40.00/cubic yard by 18 cubic yard = \$720.00. The purpose of this item is to undercut unsuitable material in the roadway found during proof rolling. The material was heavy, fat and saturated clays that are unsuitable for pavement subgrade. These materials were excavated and hauled off site.
- 16. Establish Item S-008 Class II Base Course with NX-650 Geogrid @ \$68.00/square yard by 108 square yards = \$7,344.00. The purpose of this item is to fill the undercut areas with crushed concrete (Class II Base Course) laid on top of NX-650 Geogrid in order to establish a suitable subgrade to pave over.
- 17. Establish Item S-009 Additional Mobilization and Temporary Signs & Barricades @ Lump Sum = \$1,169.00. The purpose of this item is to pay the contractor for two additional mobilization related to work on the 18" RCP pipe discovered, removed & installed and work related to undercutting & backfilling. In addition, this item covers additional erection,

#### **Attachment 1 Continued**

movement and monitoring of temporary signs & barricades related to additional work described above.

18. Increase contract time by 130 calendar days. A contract time increase is required due to additional items of work being added to the contract during construction, activities in the downtown area including seasonal parades that prevented construction activities, and due to inclement weather days affecting the performance of the work. The project inspection report was investigated to determine the number of days inclement weather such as rain was present at the project site and the number of days in which site conditions were too wet to perform the controlling item of work. In addition, daily temperatures were recorded and monitored for items of work that include temperature limitations such as paving asphalt & pouring concrete. This modification of contract time is in accordance with the project specifications.

#### Contract Price Prior to Change Order No. One \$514,586.20 1. \$99.00 2. \$423.00 3. (\$43,871.22)= (\$10,372.20)5. (\$5,824.00)6. (\$532.00)7. \$3,514.00 8. (\$2,815.00)9. (\$2,000.00)10. =(\$4,000.00)\$2,240.02 11. 12. \$3,143.73 \$2,009.00 13. 14. \$17,671.50 15. \$720.00 16. = \$7,344.00 17. \$1,169.00 \$483,505.03 **Revised Contract Price**

L&A, Inc. Project N0. 23E066.00 North 3rd Street Improvements Change Order No. 1

February 24, 2025

				Estimated Revised	Revised	Amount	Revised Item
Item No.	Item Description	Unit Price	Units	Quantity	Quantity	Over/Under	Total
202-01-00100	202-01-00100 Removal of Structures and Obstructions	\$4,150.00	Lump Sum	100%	100%	\$0.00	\$4,150.00
202-02-02000	202-02-02000 Removal of Asphalt Drives	\$28.00	0,	37	37	\$0.00	\$1,036.00
202-02-06080	202-02-06080 Removal of Concrete Combination Curb & Gutter	\$22.00	Linear Foot	903	907.50	\$99.00	\$19,965.00
202-02-06100		\$30.00	Square Yard	357	371.10	\$423.00	\$11,133.00
402-01-00100	Traffic Maintenance Aggregate (Vehicular Measurement)	\$150.00	Cubic Yard	52	52	\$0.00	\$7,800.00
502-01-00100	502-01-00100 Superpave Asphaltic Concrete	\$354.00	Ton	412	288.07	(\$43,871.22)	\$101,976.78
502-01-00200	502-01-00200   Superpave Asphaltic Concrete, Drives, Turnouts and Miscellaneous	\$354.00	Ton	11.3	11.3	\$0.00	\$4,000.20
509-01-00100	509-01-00100 Cold Planing Asphaltic Pavement	\$14.00	Square Yard	1,793	1,793	\$0.00	\$25,102.00
602-05-03040	602-05-03040 Full Depth Patching of Jointed Concrete Pavement (6" Thick)	\$118.00	Square Yard	448	360.10	(\$10,372.20)	\$42,491.80
701-03-01000	Storm Drain Pipe (12" CPPPDW)	\$128.00	Linear Foot	91	45.5	(\$5,824.00)	\$5,824.00
701-15-00100	701-15-00100   Concrete Collar	\$2,000.00	Each	2	2	\$0.00	\$4,000.00
702-03-00500	702-03-00500   Catch Basins (CB-06)	\$7,700.00	Each	3	3	\$0.00	\$23,100.00
702-04-00100	702-04-00100 Adjusting Manholes	\$3,800.00	Each	1	1	\$0.00	\$3,800.00
706-01-00100	706-01-00100   Concrete Walk (4" Thick)	\$140.00	Square Yard	89	64.20	(\$532.00)	\$8,988.00
706-02-00200	706-02-00200   Concrete Drive (6" Thick)	\$140.00	Square Yard	289	314.10	\$3,514.00	\$43,974.00
706-04-00100	706-04-00100   Handicapped Curb Ramps	\$2,785.00	Each	9	9	\$0.00	\$16,710.00
707-01-00200	707-01-00200   Concrete Curb (Barrier)	\$50.00	Linear Foot	1030	973.70	(\$2,815.00)	\$48,685.00
713-01-00100	713-01-00100 Temporary Signs and Barricades	\$10,000.00	Uns dun	100%	100%	\$0.00	\$10,000.00
727-01-00100 Mobilization	Mobilization	\$34,000.00	Lump Sum	100%	100%	\$0.00	\$34,000.00
741-11-00100	741-11-00100 Adjusting Water Valve	\$2,000.00	Each	1	0	(\$2,000.00)	\$0.00
NS-500-00340	NS-500-00340 Saw Cutting Asphaltic Concrete Pavement	\$4.00	INL.F.	6,118	6,118	\$0.00	\$24,472.00
S-001	Final Cleanup and Erosion Control	\$8,000.00	Lump Sum	100%	100%	\$0.00	\$8,000.00
S-002	Roof Drain Curb Cut	\$2,000.00	Each	2	0	(\$4,000.00)	\$0.00
S-003	Removal of Cross Drain Pipe (18" RCP)	\$47.66	Linear Foot	0	47	\$2,240.02	\$2,240.02
S-004	Cross Drain Pipe (18" CPPPDW)	\$73.11	Linear Foot	0	43	\$3,143.73	\$3,143.73
S-005	Sidewalk Scupper	\$2,009.00	Each	0	1	\$2,009.00	\$2,009.00
S-006	Milling of Concrete Pavement	\$17,671.50	Lump Sum	0	100%	\$17,671.50	\$17,671.50
S-007	Undercut (General Excavation)	\$40.00	Cubic Yard	0	18	\$720.00	\$720.00
8-008	Class II Base Course with NX-650 Geogrid installed	\$68.00	Square Yard	0	108	\$7,344.00	\$7,344.00
600-S	Additional Mobilization & Temporary Signs and Barricades for additional work added for 18" Cross Drain Pipe (Item S-004) & Undercut (Item S-007)	\$1,169.00	Lump Sum	0	100%	\$1,169.00	\$1,169.00
						(\$31,081.17) \$483,505.03	\$483,505.03

\$514,586.20 \$0.00 (\$31,081.17)

\$483,505.03

REVISED CONTRACT AMOUNT:

ORIGINAL CONTRACT AMOUNT: TOTAL OF PREVIOUS CHANGE ORDERS: NET DIFFERENCE THIS CHANGE ORDER:

## **CERTIFICATE OF SUBSTANTIAL COMPLETION**

PROJECT: NORTH 3 <sup>rd</sup> STREET IMPROVEMENTS
ENGINEER: LAZENBY & ASSOCIATES, INC.
OWNER:CITY OF WEST MONROE
CONTRACTOR: BENTZ CONSTRUCTION GROUP, LLC
CONTRACT DATE: AUGUST 14, 2024
DATE OF ISSUANCE: FEBRUARY 24, 2025
This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:
All Work
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
<u>February 24, 2025</u> Date of Substantial Completion
A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within <a href="14">14</a> calendar 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:
The 45-day lien period shall begin upon the date that this document is filed with the Clerk of Court in Ouachita Parish.
This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.
Executed by ENGINEER on February 24, 2025  Lazenby & Associates, Inc. ENGINEER  By: Joshua D. Hays, P.E., M.S.C.E.  CONTRACTOR accepts this Certificate of Substantial Completion on Date  Bentz Construction Group, LLC CONTRACTOR
By: Theme Buts
OWNER accepts this Certificate of Substantial Completion on, 2025
City of West Monroe OWNER
By:

## FINAL INSPECTION "PUNCH LIST"

## NORTH 3<sup>RD</sup> STREET IMPROVEMENTS OUACHITA PARISH, LOUISIANA L&A, INC. PROJECT NO. 23E066.00

## February 24, 2025

	<u>DESCRIPTION</u>	EST	MATED COST
1.	Remove & replace damaged white delineator on Natchitoches Street, North 3 <sup>rd</sup> Street Station 10+15, 22' Left	=	\$1,000.00
2.	Apply seed & hay to shoulder along North 3 <sup>rd</sup> Street from Station 13+95, 17' Right to Station 14+46, 17' Right	=	\$ 800.00
3.	Grout barrier curb at Station 14+50, 15' Left.	Territoria Territoria	\$ 900.00
	Total	=	\$2,700.00

# MARCH 18, 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

#### **Sunshine Heights Drainage Improvements**

 Response letter to State comments transmitted March 17. Anticipate State authorization to advertise for bids within two weeks

## North 3<sup>rd</sup> Street Improvements

• Substantially complete

#### **City Street Evaluation & Report**

• Final report is complete & submitted

### **West Monroe Sports Complex Additional Parking**

• Preliminary plans are complete

#### **Downtown Utility Survey & Preliminary Engineering**

- Draftsman processing topographic survey data
- Electrical designer has prepared initial drawings for existing electrical, communications, cameras, signals, and street lighting utilities

#### **Constitution Drive Improvements**

- Commercial Parkway to Short Constitution Drive
- DRA funded Project (CIF) LA-7332
- Under design, anticipate final design complete the week of March 31 & submit to funding agency for review

#### **Cotton Street Water & Sewer Utility Improvements**

- Pine Street to Wood Street
- DRA Funded Project (SEDAP) LA-7333
- Topographic survey in progress, draftsman processing survey data

#### **Downing Pines Road: Roundabout at Mane Street**

- State Project Number H.016019
- Preparing proposal for topo survey, design, environmental, and right-of-way maps

## **Cotton Street Sidewalk & Street Improvements**

- Geotechnical engineering field work is complete
- Topographic survey field work is partially complete
- Draftsmen are processing field data

2025 TRIAL BALANCE AS OF 02/28/2025

PAG ACCOUNTING PERIOD

FUND 9	01 Utilit	y Enterprise Fund		
A	ACCOUNT	ACCOUNT DESCRIPTION	DEBIT BALANCE	CREDIT BALANCE
1	01 01 00			
		Cash / Operating Cash	1,122,872.08	
		Utility Billing / Utility	1,682,495.28	
		Accounts Receivable / Billed Services	18,759.50	
1	.15 40 20	Due From Employees / Travel Advances		18200
1	.15 50 10	NSF Checks / NSF	.00	
1	.15 70 15	Due From Other Entities / Georgia Pacific	.00	
1	.15 70 20	Due From Other Entities / Riverwood	12,125.00	
1	16 10 00	Allowance for Uncollectab / Utility Billing		1,198,917.19
1	26 12 10	Ouachita Parish / Sewer Dist #5	304,617.58	
1	30 60 18	Due From Other Funds / City General Fund	.00	
1	49 10 00	Deferred Charges / Net Pension Liability	1,463,595.96	
1.	51 10 00	Non-Current Assets / Investments	.00	
10	61 00 00	Fixed Assets / Land	74,150.00	
16	62 00 00	Fixed Assets / Infrastructure	54,969,535.00	
16	62 10 00	Infrastructure / Accumulated Depreciation		33,781,306.94
16	63 00 00	Fixed Assets / Building	73,435.92	
16	63 10 00	Building / Accumulated Depreciation		73,434.75
16	64 00 00	Fixed Assets / Imp Other Than Buildings	.00	
16	64 10 00	Imp Other Than Buildings / Accumulated Depreciation	.00	
16	65 00 00	Fixed Assets / Machinery & Equipment	2,196,582.28	
16	65 10 00	Machinery & Equipment / Accumulated Depreciation		1,910,537.26
16	66 00 00	Fixed Assets / Construction in Progress	.00	0
20	02 00 00	Current Liabilities / Vouchers/Accounts Payable		11,424.24
20	02 10 00	Vouchers/Accounts Payable / Accounts Payable General		.00
20	06 00 00	Current Liabilities / Retainage Payable		.00
20	07 10 35	Sales Tax Payable / Water		56,209.49
				20,200.40

City of West Monroe

2025 TRIAL BALANCE AS OF 02/28/2025

PAGE ACCOUNTING PERIOD 08

FUND 901 Utilit	y Enterprise Fund ACCOUNT		
ACCOUNT	DESCRIPTION	DEBIT BALANCE	CREDIT BALANCE
208 11 00	Due to Other Funds / City General Fund		.00
208 23 00	Due to Other Funds / 2010 DEQ SRB Sinking Fund		.00
208 24 00	Due to Other Funds / 2010 DEQ SRB Reserve Fund		.00
208 25 00	Due to Other Funds / 2010 DEQ SRB Cap Add & Cn		528,000.00
217 10 35	Taxes Payable / Unemployment Tax		.00
218 01 00	Payroll Liabilities / Accrual Offset		.00
218 02 00	Payroll Liabilities / Salaries Payable		.00
218 03 00	Payroll Liabilities / Accrued VAC/SIC		87,056.68
223 10 00	Deferred Revenue / Overpayments		9,492.50
223 11 00	Deferred Revenue / Net Pension Liability		773,110.45
228 10 10	Utilities / Water		243,015.22
238 10 00	Net Pension Obligation / MERS		4,506,603.34
242 10 00	Fund Equtiy / Revenue Control Account		4,930,488.01
242 20 00	Fund Equtiy / Expenditure Cntrl Summary	4,143,479.62	
243 00 00	Fund Equity / Encumbrance Control	10,383.79	
244 00 00	Fund Equity / Reserve for Encumbrances		10,383.79
250 00 00	Fund Equity / Pr Yr Res for Encumbrance		73,509.36
254 10 00	Retained Earnings / Unreserved Retnd Earnings	34,593,220.01	
261 10 00	Invested in Capital Assts / Contributed Capital		52,471,580.80
	FUND TOTALS	100,665,252.02	100,665,252.02
	FUND IS IN BALANCE		

City of West Monroe REVENUE REPORT 67% OF YEAR LAPSED

PAGE ACCOUNTING PERIOD 08

Item 12)

JIVD JO	)1 00	ility Enterprise Fund	<b></b>	CURRENT ****	****	*********			7 3 73 77 77 7	
ACCOU	JNT	ACCOUNT DESCRIPTION	ESTIMATED	ACTUAL	***** %REV	ESTIMATED	EAR-TO-DATE *** ACTUAL	***** %REV	ANNUAL ESTIMATE	UNREALIZEI BALANCE
340		Charges for Services								
344		Sanitation								
	15	Sewer	94,129	105,698.19	112	753,032	831,769.83	111	1,129,547	297,777.17
	20	Sewer Line Services	0	.00		0	.00		0	.00
10	35	Excess Trash Rev	0	.00		0	.00		0	.00
10	<b>*</b>	Utilities	94,129	105,698.19	112	753,032	831,769.83	111	1,129,547	297,777.17
15	5 10	Sewer Dist 5	128,333	129,074.73	101	1,026,664	973,777.45	95	1,540,000	566,222.55
344	**	Sanitation	222,462	234,772.92	106	1,779,696	1,805,547.28	102	2,669,547	863,999.72
348		Public Works								
	10	Water	192,035	193,479.38	101	1,536,280	1,616,424.56	105	2,304,418	687,993.44
	20	Treatment Plant	138,740	185,162.13	134	1,109,920	1,411,378.11	127	1,664,876	253,497.89
	25	Penalty	10,500	8,652.94	82	84,000	66,074.32	79	126,000	59,925.68
10	50	Taps	0	.00		0	.00		0	.00
10	*	Utilities	341,275	387,294.45	114	2,730,200	3,093,876.99	113	4,095,294	1,001,417.01
48	**	Public Works	341,275	387,294.45	114	2,730,200	3,093,876.99	113	4,095,294	1,001,417.01
40	***	Charges for Services	563,737	622,067.37		4,509,896	4,899,424.27		6,764,841	1,865,416.73
50		Fines								
52		Fees								
	1 00	NSF Fee	0	.00		0	.00		0	.00
		- 4.000	_							
52	**	Fees	0	.00		0	.00		0	.00
50	***	Fines	0	.00		0	.00		0	.00
360		Invstmnts, Rents, Contribut								
361		Investment Earnings		2.0						
10	00	Interest Revenue	0	.00		0	.00		0	.00
61	**	Investment Earnings	0	.00		0	.00		0	.00
360	***	Invstmnts, Rents, Contribut	0	.00		0	.00		0	.00
90		Other Financing Sources								
91		Interfund Transfers In								
	2 00	Transfers In	0	.00		0	.00		0	.00
91	**	Interfund Transfers In	0	.00		0	.00		0	.00
92		Proceeds from Asset Disp								
	00	Sale of Assets	0	.00		0	.00		0	.00
10			Ü	. 50		O	. 50		U	.00
392	**	Proceeds from Asset Disp	0	.00		0	.00		0	.00

City of West Monroe REVENUE REPORT 67% OF YEAR LAPSED PAGE ACCOUNTING PERIOD 08

Item 12)

FUND 901 Ut	ility Enterprise Fund								
	ACCOUNT	******	CURRENT ****	****	****** VI	EAR-TO-DATE ***	****	ANNUAL	UNREALIZED
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
				91411		ACTUAL	91CE V	BOILMAIL	BALANCE
393	Gen Long Term Debt Issued								
10 00	General Obligation Bonds	0	.00		0	.00		0	0.0
10 00	General Obligation Bonds	U	.00		U	.00		0	.00
393 **	Gen Long Term Debt Issued	0	0.0		0	0.0		•	0.0
393 ^^	Gen Long Term Debt Issued	U	.00		0	.00		0	.00
394	Miscellaneous Revenue								
10 00	Other Misc Revenue	417	F 404 11	1210	2 226	21 062 74	001	F 000	0.5 0.50
10 00	Other Misc Revenue	417	5,494.11	1318	3,336	31,063.74	931	5,000	26,063.74-
394 **	Minaellanesus December	417	F 404 11	1210	2 226	21 262 84	001		
394 **	Miscellaneous Revenue	417	5,494.11	1318	3,336	31,063.74	931	5,000	26,063.74-
390 ***	Other Birancia G	44.5						2 222	
390 ***	Other Financing Sources	417	5,494.11		3,336	31,063.74		5,000	26,063.74-
TITATO MOMAT	TT: 13 11 T 1								
FUND TOTAL	Utility Enterprise Fund	564,154	627,561.48		4,513,232	4,930,488.01		6,769,841	1,839,352.99
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~									
GRAND TOTAL		564,154	627,561.48		4,513,232	4,930,488.01		6,769,841	1,839,352.99

City of West Monroe

2025 TRIAL BALANCE AS OF 02/28/2025

PAGE ACCOUNTING PERIOD 0

FUND 001 Genera	al Fund ACCOUNT	ייד מעת	CDEDIM
ACCOUNT	DESCRIPTION	DEBIT BALANCE	CREDIT BALANCE
101 01 00			
	Cash / Operating Cash	3,024,645.16	
101 04 00	Cash / Old General Fund Cash	.00	
101 11 00	Cash / 86 Sales Tax Account	.00	
101 20 00	Cash / Investment in LAMP	3,763,801.36	
101 22 00	Cash / Money Market Account	.00	
101 30 00	Cash / Investment in MM	.00	
102 10 00	Cash with Fiscal Agent / Crawford & Company	.00	
102 20 10	Petty Cash / Cash Boxes	20,757.25	
103 10 00	Current Investments / Reserve Cash	5,042,292.63	
105 00 00	Current Assets / Property Tax Receivable	.00	
111 00 00	Current Assets / Tax Lien Receivable	.00	
115 00 00	Current Assets / Accounts Receivable	120,289.86	
115 10 10	Utility Billing / Utility	64,337.73	
115 12 00	Accounts Receivable / Billed Services	7,875.84	
115 20 10	Code Enforcement / Code Enforcement	67,871.60	
115 25 10	Building Permits / Building Permits	4,120.00	
115 30 10	Parks & Recreation / KIROLI Park	1,002.00	
115 35 10	Cultural & Recreation / Convention Center	1,569.91	
115 35 15	Cultural & Recreation / Expo Center	24,915.00	
115 40 10	Due From Employees / Insurance Premiums	2,387.14	
115 40 15	Due From Employees / Payroll Levy		1,061.14
115 40 20	Due From Employees / Travel Advances	9,924.42	1,001.11
	Due From Employees / Advance Checks	.00	
	Special Details / Police Details		
	NSF Checks / NSF	54,197.18	
	Due From Other Entities / Golf Course	1,107.00	
115 /0 10	Due 110m other Emilies / Golf Course	.00	

City of West Monroe

2025 TRIAL BALANCE AS OF 02/28/2025 PAGE ACCOUNTING PERIOD 0

Item 12)

FUND 001 General Fund ACCOUNT DEBIT CREDIT ACCOUNT DESCRIPTION BALANCE BALANCE 115 70 15 Due From Other Entities / Georgia Pacific .00 115 70 20 Due From Other Entities / Riverwood .00 115 80 00 Accounts Receivable / Due from Other Entities .00 115 80 10 Due from Other Entities / Energy Lease .00 115 80 11 Due from Other Entities / Cable Franchise Fee 29,952.81 115 80 12 Due from Other Entities / Due from Art Council .00 115 80 13 Due from Other Entities / WPS Building Lease Receiv 56,295.00 115 80 15 Due from Other Entities / Marshal's Office .00 8,143.74 115 80 16 Due from Other Entities / WM City Court 115 80 17 Due from Other Entities / WOPT 10,065.00 115 80 30 Due from Other Entities / ATMOS Gas .00 115 80 35 Due from Other Entities / Entergy 102,148.88 126 10 00 Due From DEQ / State .00 126 10 15 State / Mosquito Abatement .00 126 12 00 Due From DEQ / Ouachita Parish .00 126 14 10 City of Monroe / Sales Tax .00 126 14 11 City of Monroe / Automobile Rental Tax .00 126 15 00 Due From DEQ / Federal Govt .00 126 15 10 Federal Govt / FEMA .00 126 15 12 Federal Govt / IRS .00 126 15 17 Federal Govt / Dept of Justice .00 130 60 10 Due From Other Funds / Utility Enterprise Fund .00 130 60 11 Due From Other Funds / Street Maintenance Fund .00 130 60 12 Due From Other Funds / WOSC Fund .00 130 60 13 Due From Other Funds / Workman's Comp Res Fd .00 130 60 14 Due From Other Funds / General Insurance Fund .00

City of West Monroe

2025 TRIAL BALANCE AS OF 02/28/2025 PAGE ACCOUNTING PERIOD 0

FUND 001 General Fund ACCOUNT ACCOUNT ACCOUNT DESCRIPTION	DEBIT BALANCE	CREDIT BALANCE
130 60 15 Due From Other Funds / Grant Fund	.00	
130 60 16 Due From Other Funds / Sales Tax Fund	.00	
130 60 17 Due From Other Funds / Employee Health Ins Fund	.00	
130 60 19 Due From Other Funds / Capital Fund	326,713.00	
130 60 20 Due From Other Funds / Office of Motor Vehicles	.00	
130 60 21 Due From Other Funds / Sec 8 Housing Fund	734,268.22	
130 60 22 Due From Other Funds / Hasley 75%	.00	
130 60 23 Due From Other Funds / Hasley 25%	.00	
130 60 24 Due From Other Funds / Juvinile Justice Fund	.00	
130 60 25 Due From Other Funds / LCDBG Fund	.00	
130 60 26 Due From Other Funds / Detention Basin Fund	.00	
130 60 28 Due From Other Funds / OCOG		
130 60 30 Due From Other Funds / BeardFest Fund	.00	
141 10 00 Inventories / Office Supplies		1,649.1
141 15 00 Inventories / Parts	19,422.17	
141 20 00 Inventories / Food Inventory Conv Cntr	.00	
141 25 00 Inventories / Food Inventory Expo Cntr	.00	
143 10 10 Prepaid Services / Phone Cards	.00	
143 10 15 Prepaid Services / Advertising	.00	
151 10 00 Non-Current Assets / Investments	.00	
202 00 00 Current Liabilities / Vouchers/Accounts Payable		218,314.0
202 10 00 Vouchers/Accounts Payable / Accounts Payable General		.00
206 00 00 Current Liabilities / Retainage Payable		.00
207 10 40 Sales Tax Payable / Convention Center		3,896.09
207 10 41 Sales Tax Payable / Expo Center		.00
207 10 42 Sales Tax Payable / Golf Course		.00

City of West Monroe

2025 TRIAL BALANCE AS OF 02/28/2025

PAGE ACCOUNTING PERIOD 0

FUND 001 General Fund		
ACCOUNT ACCOUNT DESCRIPTION	DEBIT BALANCE	CREDIT BALANCE
207 10 42 Galag Mary Daviellé / MTDOLT		
207 10 43 Sales Tax Payable / KIROLI		.00
207 20 10 Due to State / Handicap Parking		.00
207 20 11 Due to State / Due to State		.00
207 30 10 Due to Other Agencies / Cost of Court Distributn		93,936.00
207 30 12 Due to Other Agencies / OPOHSEP		.00
207 30 15 Due to Other Agencies / District Attorney		.00
207 30 16 Due to Other Agencies / 4TH Judicial Dist Court		.00
207 30 17 Due to Other Agencies / O.P.S.O		.00
207 30 19 Due to Other Agencies / Monroe Police Department		.00
207 30 20 Due to Other Agencies / OPSD Bond Premiums		.00
207 30 22 Due to Other Agencies / The Wellspring		.00
207 30 25 Due to Other Agencies / Metro Narcotics Unit		.00
207 30 48 Due to Other Agencies / City of Monroe		.00
207 40 10 Court Cost Distribution / Marshal Special Fund		.00
207 40 11 Court Cost Distribution / Court Special Fund		.00
207 40 12 Court Cost Distribution / Indigent Defender Board		.00
207 40 14 Court Cost Distribution / Crime Lab		.00
207 40 16 Court Cost Distribution / Crime Victim Fund		.00
207 40 18 Court Cost Distribution / Law Enf Trng Assistance		.00
207 40 20 Court Cost Distribution / CMIS / State Treasury		.00
207 40 22 Court Cost Distribution / Injury Trust Fund		.00
207 40 24 Court Cost Distribution / Crime Stoppers		.00
207 40 26 Court Cost Distribution / Restitution		.00
207 40 28 Court Cost Distribution / Pub Safety App. Tech		.00
207 40 30 Court Cost Distribution / ROC Due to Clerks		.00
207 40 32 Court Cost Distribution / Witness Fee		.00
		.00

City of West Monroe

2025 TRIAL BALANCE AS OF 02/28/2025

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FUND 001 Genera	al Fund ACCOUNT	DEBIT	CREDIT
ACCOUNT	DESCRIPTION	BALANCE	BALANCE
207 40 24	Court Cost Distribution / Cost Deals		
	Court Cost Distribution / Cash Bonds		.00
	Court Cost Distribution / LA Supreme Court		.00
	Marshal Office Payables / Seizures and Forfeitures		.00
208 12 00	Due to Other Funds / Credit Union Fund		.00
208 13 00	Due to Other Funds / Grant Fund		.00
208 14 00	Due to Other Funds / Capital Projects Fund		.00
208 16 00	Due to Other Funds / Juvenile Justice Grnt Fd		.00
208 17 00	Due to Other Funds / Due to Capital Fund		135,541.00
208 20 00	Due to Other Funds / 2007 DFC Fund		.00
208 21 00	Due to Other Funds / O.C.O.G.		.00
216 10 10	Police / state supplemental		5,400.00
217 10 10	Taxes Payable / Medicare/Social Security	171.13	-,
217 10 20	Taxes Payable / Federal Taxes		.00
217 10 30	Taxes Payable / State Taxes	42.93	.00
217 10 35	Taxes Payable / Unemployment Tax	12173	.00
217 10 50	Taxes Payable / Property Tax		
	Pensions Payable / MERS		.00
	Pensions Payable / Police	1 525 55	264.10
	Pensions Payable / Fire	1,737.55	
	Pensions Payable / Judge		.00
	Deferred Compensation / PEBSCO	.05	
			.00
	Deferred Compensation / VALIC		.00
	HSA Contributions / UMB		.00
	Insurances Payable / Voluntary Life AD&D	915.94	
217 40 10	Insurances Payable / Health		.00
217 40 15	Insurances Payable / Critical Illness	29.88	

City of West Monroe

2025 TRIAL BALANCE AS OF 02/28/2025

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FUND 001 Genera			
ACCOUNT	ACCOUNT DESCRIPTION	DEBIT BALANCE	CREDIT BALANCE
	Insurances Payable / Group Life Insurance		1,973.22
217 40 17	Insurances Payable / Long Term Disability		889.28
217 40 18	Insurances Payable / Short Term Disability		400.78
217 40 20	Insurances Payable / Accident Insurance		969.21
217 40 25	Insurances Payable / Gap Insurance		.00
217 40 30	Insurances Payable / National Teachers		.00
217 40 35	Insurances Payable / UNUM Life & Critical Care		.00
217 40 40	Insurances Payable / Vision	2,047.56	
217 40 45	Insurances Payable / US Legal		.00
217 40 50	Insurances Payable / Dental	24,409.62	
217 40 55	Insurances Payable / Prepaid Legal		.05
217 40 56	Insurances Payable / Cancer		.00
217 40 57	Insurances Payable / AFLAC		137.54
217 40 58	Insurances Payable / Met Life Dental		.00
217 40 59	Insurances Payable / Met Life Insurance		7,903.25
217 40 60	Insurances Payable / Brokers National		.00
217 40 61	Insurances Payable / Assurity		.00
217 50 10	Charities Payable / United Way		.00
217 60 10	Other Deductions / Bankruptcy		.00
217 60 15	Other Deductions / Judgements	223.44	
217 60 20	Other Deductions / Fitness Mem Payable		.00
217 60 50	Other Deductions / Credit Union		.00
217 70 10	Union Dues / Fire Union		.00
	Union Dues / Police Association		.00
	Union Dues / Police Union		.00
	Union Dues / MPOA/LPOA Relief		
1000000 D (D) (D) (D)	,,		.03

City of West Monroe

2025 TRIAL BALANCE AS OF 02/28/2025

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Item 12)

FUND 001 General Fund ACCOUNT ACCOUNT DESCRIPTION DEBIT CREDIT BALANCE BALANCE 218 01 00 Payroll Liabilities / Accrual Offset 218 02 00 Payroll Liabilities / Salaries Payable .00 553.26 222 10 00 Gratuities / WMCC Gratuities 223 10 00 Deferred Revenue / Overpayments .00 13,619.60 223 12 00 Deferred Revenue / Deferred Rent Income 223 15 00 Deferred Revenue / Property Tax Redemptions .00 223 20 00 Deferred Revenue / Property Tax .00 227 10 10 Collection Fee Pay / Archon .00 228 20 10 Building Inspection / Contractor's Deposits .00 37,352.00 228 30 10 EVIDENCE DEPOSIT / Kiroli Park 228 30 15 EVIDENCE DEPOSIT / Recreation Center .00 228 30 20 EVIDENCE DEPOSIT / Convention Center .00 17,913.64 228 30 25 EVIDENCE DEPOSIT / Expo Center 45,350.00 228 30 30 EVIDENCE DEPOSIT / POLICE 239 50 00 Other Non-Current Liab / Prpty Tax Under Protest .00 239 60 10 Unearned Income / DF Lease .00 242 10 00 Fund Equtiy / Revenue Control Account .00 16,996,818.10 242 20 00 Fund Equtiy / Expenditure Cntrl Summary 16,116,698.18 243 00 00 Fund Equity / Encumbrance Control 63,413.33 244 00 00 Fund Equity / Reserve for Encumbrances 63,413.33 250 00 00 Fund Equity / Pr Yr Res for Encumbrance 253 10 00 Fund Balance / Unreserved Fund Balance 221,769.49 11,839,774.75 FUND TOTALS 29,708,345.77 29,708,345.77 FUND IS IN BALANCE

City of West Monroe REVENUE REPORT 67% OF YEAR LAPSED

PAGE ACCOUNTING PERIOD 08

Item 12)

	eneral Fund ACCOUNT	******	CURRENT ****	****	******	YEAR-TO-DATE ***	****	ANNUAL	UNREALIZEI
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED		%REV	ESTIMATE	BALANCE
310	Taxes								
311 10 00	Property Tax Real Property	100,000	.00		800,000	806,683.13	101	1 200 000	202 216 07
20 00	Personal Property	100,000	.00		0	.00		1,200,000 0	393,316.87
311 **	Property Tax	100,000	.00		800,000	806,683.13	101	1,200,000	393,316.87
313	Sales & Use Tax								
00 00		1,709,389				11,904,687.17	87	20,512,671	8,607,983.83
10 00	Auto Rental Tax	1,750	3,892.60	222	14,000	16,360.89	117	21,000	4,639.11
313 **	Sales & Use Tax	1,711,139	1,974,770.94	115	13,689,112	11,921,048.06	87	20,533,671	8,612,622.94
316	Gross Receipts Business								
10 61	Insurance Premuim Tax	45,833	.00		366,664	840.00		550,000	549,160.00
316 **	Gross Receipts Business	45,833	.00		366,664	840.00		550,000	549,160.00
318	Other Taxes								
20 10	CATV	12,000	27,199.20	227	96,000	84,398.30		144,000	59,601.70
20 15	ATMOS Gas	6,250	.00	8 222	50,000	35,976.31		75,000	39,023.69
20 20 20 25	Entergy Adelphia	58,333 0	100,899.28	173	466,664 0	460,051.82		700,000	239,948.18
20 *	Franchise Tax	76,583	128,098.48	167	612,664	580,426.43	95	919,000	338,573.57
318 **	Other Taxes	76,583	128,098.48	167	612,664	580,426.43	95	919,000	338,573.57
319	Penalties and Interest								
10 10	Property Tax Occupational License	358	.00		2,864	1,479.54	52	4,300	2,820.46
10 60	Occupational License	625	56.26	9	5,000		22	7,500	6,391.24
10 61	Insurance	8	.00		64	.00		100	100.00
10 *	Taxes	991	56.26	6	7,928	2,588.30	33	11,900	9,311.70
319 **	Penalties and Interest	991	56.26	6	7,928	2,588.30	33	11,900	9,311.70
310 ***	Taxes	1,934,546	2,102,925.68		15,476,368	13,311,585.92		23,214,571	9,902,985.08
320 321	Licenses and Permits Business Licenses								
10 10	Alcoholic Beverages	2,083 78,333 0 0	60.00	3	16,664	25,861.50 437,772.35	155	25,000	861.50-
10 60	Occupational	78,333	131,628.43	168	626,664	437,772.35	70	940,000	502,227.65
10 62	ROW Usage Lic	0	.00		0	.00		0	.00
10 65	Taxi Permits	0	.00		0	.00		0	.00
10 *	Business Licenses	80,416	131,688.43	164	643,328	463,633.85	72	965,000	501,366.15

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ACCOUNTING PERIOD 08

Item 12)

FUND 001	General Fund ACCOUNT	*******	CURRENT ****		+++++++ VI	 EAR-TO-DATE ***		ANNUAL	
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	UNREALIZED BALANCE
20 1	Contractor Certificate	1,333	525.00	39	10,664	11,400.00	107	16,000	4,600.00
321 *	* Business Licenses	81,749	132,213.43	162	653,992	475,033.85	73	981,000	505,966.15
322	Nonbusiness								
10 1		6,667	737.53	11	53,336	37,743.52	71	80,000	42,256.48
10 2		1,333	60.00	5	10,664	8,878.00	83	16,000	7,122.00
10 2		10,833	85.00	1	86,664	5,335.00	6	130,000	124,665.00
10 3 10 3		0 1,083	.00 180.00		0 8,664	.00 5,145.00	59	0	.00
10 4		1,083	.00	1/	64	75.00	117	13,000 100	7,855.00 25.00
10 *	Inspection Permits	19,924	1,062.53	5	159,392	57,176.52	36	239,100	181,923.48
20 1	) House Moving	0	.00		0	.00		0	.00
20 1	Rental Inspection	0	.00		0	50.00		0	50.00-
20 2	ROW Usage	333	.00		2,664	1,250.00	47	4,000	2,750.00
20 *	Special Permits	333	.00		2,664	1,300.00	49	4,000	2,700.00
322 *	Nonbusiness	20,257	1,062.53	5	162,056	58,476.52	36	243,100	184,623.48
320 *	** Licenses and Permits	102,006	133,275.96		816,048	533,510.37		1,224,100	690,589.63
330 331	Intergovernmental Revenue Federal Grants								
18 0		21,222	.00		169,776	.00		254,658	254,658.00
21 0		8,333	.00		66,664	283,617.55	425	100,000	183,617.55-
22 0	Dept of Homeland Security		.00		0	.00		0	.00
40 0	Dept of Justice	0	.00		0	55,182.98		0	55,182.98-
43 0	LA Comm Law Enf Adm CrmJS	0	.00		0	.00		0	.00
331 **	Federal Grants	29,555	.00		236,440	338,800.53	143	354,658	15,857.47
332	Ouachita Parish								
10 0		1,917	.00		15,336	13,416.69	88	23,000	9,583.31
12 0		0	.00		0	.00		0	.00
13 00	District Attorney	U	.00		0	.00		0	.00
332 **	Ouachita Parish	1,917	.00		15,336	13,416.69	88	23,000	9,583.31
334	State Revenue								
11 00		0	.00		0	.00		0	.00
12 00		0	.00		0	.00	100	0	.00
14 00 15 00		8,750 0	.00		70,000 0	87,844.18	126	105,000	17,155.82
16 00		0	.00		0	.00		0	.00
17 00		0	.00		0	.00		0	.00
1, 0,			. 50		U	.00		U	.00

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Item 12)

		eneral Fund ACCOUNT		CURRENT ****	****	***** YE	AR-TO-DATE ***	****	ANNUAL	UNREALIZE
ACCC	TNUC	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
		5								
	21 00	Division of Administratio		.00		0	.00		0	.00
	25 00	Culture Rec & Tourism	0	.00		0	.00		0	.00
	29 00	DOTD State Signal Light Misc Rev	896	.00		7,168 14,936 0	5,375.00	75	10,750	5,375.00 22,400.00
	90 10	State Signal Light	1,867	.00		14,936	.00		22,400	22,400.00
	90 12	Misc Rev	0			0	5,001.04		0	5,001.04
	90 15	State Street Maint	1,542	.00		12,336	9,152.50	74	18,500	9,347.50
9	90 25	Misc Rev State Street Maint 2nd Injury Reinbursement	0	.00		0	.00		0	.00
9	90 *	Other State Rev	3,409	.00		27,272	14,153.54	52	40,900	26,746.46
34	**	State Revenue	13,055	.00		104,440	107,372.72	103	156,650	49,277.28
35		State Shared Revenues								
1	10 70	Beer Tax	1,667	.00		13,336	11,490.53	86	20,000	8,509.47
1	10 90	Fire Insurance 2%	7,083	.00		56,664	87,608.58	155	85,000	2,608.58
1	10 *	Taxes	8,750	.00		70,000	99,099.11	142	105,000	5,900.89
35	**	State Shared Revenues	8,750	.00		70,000	99,099.11	142	105,000	5,900.89
30	***	Intergovernmental Revenue	53,277	.00		426,216	558,689.05		639,308	80,618.95
40		Charges for Services								
41		General Government								
1	10 10	Cost of Court	0	.00		0	.00		0	.00
	10 12	Marshal Revenue	0	.00		0	.00		0	.00
	10 15	City Attorney Work Rev	1	.00		8	.00		13	13.00
1	10 *	Court	1	.00		8	.00		13	13.00
3	30 10	Zoning Fee	417	1,495.00	359	3,336	6,515.00	195	5,000	1,515.00
3	30 15	Vant Strct Reg Fee	0	.00		0	1,590.00		0	1,590.00
3	30 *	Zoning	417	1,495.00	359	3,336	8,105.00	243	5,000	3,105.00
5	50 10	Activity Revenue	0	.00		0	.00		0	.00
5	50 12	Misc Revenue	0	.00		0	.00		0	.00
5	50 14	Building Rent	0	.00		0	.00		0	.00
5	50 *	Community Development	0	.00		0	.00		0	.00
41	**	General Government	418	1,495.00	358	3,344	8,105.00	242	5,013	3,092.00
42		Public Safety								
	LO 10	Housing Prisoners Rev	0	.00		0	.00		0	.00
		Misc Rev	0	.00		0	.00		0	.00
1	() 15									
1	LO 15	MISC Rev	O	.00		•			Ü	

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Item 12)

FOND OOT (	General Fund ACCOUNT	******	CURRENT ****	****	***** YE	EAR-TO-DATE ***	****	ANNUAL	UNREALIZED
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
15 10	Police Fees	250	560.00	224	2,000	2,375.00	119	3,000	625.00
15 12	Bonds & Surrety	1,250	1,175.00	94	10,000	12,035.00	120	15,000	2,965.00
15 13	Metro Reimbursement	1,250	15,042.89		10,000	41,414.00	414	15,000	26,414.00-
15 15	Miscellaneous Rev	677	962.50	142	5,416	5,860.00	108	8,120	2,260.00
15 17	Property Owner's Serv Fee		.00		0	.00	4.5	0	.00
15 19	Drug Forfeiture Rev	1,515	.00		12,120	2,039.77	17	18,180	16,140.23
15 *	Police	4,942	17,740.39	359	39,536	63,723.77	161	59,300	4,423.77-
20 10	Service Charge	183	.00		1,464	1,320.00	90	2,200	880.00
342 **	Public Safety	5,125	17,740.39	346	41,000	65,043.77	159	61,500	3,543.77-
343	Charges for Services								
10 00	Grass Cut	2,917	.00		23,336	25,945.00	111	35,000	9,055.00
12 00	Demolition	1,886	.00		15,088	8,575.00	57	22,630	14,055.00
13 00	Electricity charging sale	5	22.91	458	40	422.69	1057	65	357.69-
14 05	CE Trash Removal	27	.00		216	.00		325	325.00
14 10	Express Trash Service	2	.00		16	1,750.00	938	25	1,725.00-
14 *	Trash Removeal	29	.00		232	1,750.00	754	350	1,400.00-
15 00	CE Structure Security	417	1,375.00	330	3,336	195.00-	6	5,000	5,195.00
16 00	Administration Fee	854	755.00	88	6,832	11,865.00	174	10,250	1,615.00-
17 10	RAD Class	0	.00		0	.00		0	.00
343 **	Charges for Services	6,108	2,152.91	35	48,864	48,362.69	99	73,295	24,932.31
344	Sanitation								
10 30	Garbage	80,000	80,144.97	100	640,000	647,847.20	101	960,000	312,152.80
10 35	Excess Trash Rev	6,500	6,007.00	92	52,000	47,272.00	91	78,000	30,728.00
		,							
10 *	Utilities	86,500	86,151.97	100	692,000	695,119.20	101	1,038,000	342,880.80
344 **	Sanitation	86,500	86,151.97	100	692,000	695,119.20	101	1,038,000	342,880.80
345	Health & Safety								
50 10	Stray Animal Fee	0	.00		0	.00		0	.00
345 **	Health & Safety	0	.00		0	.00		0	.00
346	Community Development								
10 10	Activity Revenue	667	390.00	59	5,336	1,584.00	30	8,000	6,416.00
10 12	Misc Revenue	25	.00	39	200	124.00	62	300	176.00
10 12	Program Revenue	4	.00		32	.00	02	50	50.00
10 14	Concession Revenue	0	.00		0	.00		0	.00
10 *	Community Conton	696	390.00	56	5,568	1,708.00	31	8,350	6,642.00
10 ,	Community Center	030	390.00	36	3,300	1,708.00	31	6,330	0,042.00
346 **	Community Development	696	390.00	56	5,568	1,708.00	31	8,350	6,642.0
510	community be serobment	0 9 0	350.00	20	3,300	1,700.00	J 1	0,330	0,012.0

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	ACCOUNT	******	CURRENT ****		****				
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV		AR-TO-DATE *** ACTUAL	**** %REV	ANNUAL ESTIMATE	UNREALIZE BALANCE
347	Culture & Recreation								
10 02	Entrance Fees	13,333	8,143.11	61	106,664	86,576.95	0.1	160 000	
10 03	Season Pass	2 083	1 500 00	7.2	16,664			160,000	73,423.05
10 04	Season Pass Lodge Rent Fees	2,000	1,500.00	12	10,004	13,540.00	81	25,000	11,460.00
10 05	Dog Registration Fee	0	.00		0	.00		0	.00
10 06	Shelter Rent Fees	F 000	7 360 00	147	10 000	.00		U	
10 08	Other Facility Port Food	5,000	7,360.00	14/	40,000	34,902.52	87		25,097.48
10 10	Concessions	202	.00		6.4	1 275 00	1992	100	1,175.00
10 90	Miggallaneous Dessess	292	187.33	64	2,336	2,409.64	103	3,500	1,090.36
10 90	Lodge Rent Fees Dog Registration Fee Shelter Rent Fees Other Facility Rent Fees Concessions Miscellaneous Revenue	508	7,360.00 7,360.00 .00 187.33 1,386.50	273	4,064	2,409.64 8,138.36	200	6,100	2,038.36
10 *	Kiroli Park	21,224	18,576.94	88	169,792	146,842.47	87	254,700	107,857.53
13 10	Shelter Rent	0	.00		0	.00		0	.00
13 12	Misc Rev	0	.00		0	.00		0	
13 14	Activity Revenue	0	.00		0	.00		0	.00
13 *	Postomatica Paul					.00		U	.00
13 ^	Restoration Park	0	.00		0	.00		0	.00
15 10	BMX Track	0	.00		0	.00		0	
15 90	Miscellaneous Revenue	0	.00		0			0	.00
			.00		U	.00		0	.00
15 *	Lazarre Park	0	.00		0	.00		0	.00
20 10	Facility Rent	1,042 1,500	1,360.00	131	8,336	10,295.00	124	12 500	2 225 22
20 11	Memberships	1,500	245.00	16	12,000	5,350.54	124	12,500	2,205.00
20 12			49.67	9	4,664		45	18,000	12,649.46
20 15	Program Revenue	5 417	10,955.38	202	43,336	479.24	10	7,000	6,520.76
20 16	Concessions Program Revenue Basketball Revenue	5,417	.00	202	43,336	15,367.78	36	12,500 18,000 7,000 65,000	49,632.22
					0	.00		0	.00
20 *	Recreation Center	8,542	12,610.05	148	68,336	31,492.56	46	102,500	71,007.44
30 10	Membership Fee	0	.00		0	.00		0	0.0
30 15	Booth Rental	750	.00		6,000	8,749.00	146	-	.00
30 20	Pea Sheller	750 342	.00		2,736	2,684.00	98	9,000	251.00
30 21	Pecan Sheller	917	.00		7,336	2,389.00	20	4,100	1,416.00
30 25	Freezer Rental	583	.00				33	11,000	8,611.00
30 30	Misc Revenue	25	.00		4,664 200	5,166.00 238.00	111 119	11,000 7,000 300	1,834.00 62.00
30 *	Farmer's Market	2,617	.00		20,936	19,226.00		31,400	
40 10	Non Cotomed Breat Trans				300 W-W 198000 W	15,220.00	72	31,400	12,174.00
40 10	Non-Catered Event Income	0 2,083 1,500 83 1,250	.00		0	.00		0	.00
	Equipment Rental	2,083	2,462.00	118	16,664	18,951.58	114	25,000	6,048.42
40 12	Concessions	1,500	2,462.00 1,201.76	80	12,000	7,816.83	65	18 000	10,183.17
40 13	Deposit Forfieture Catering	83	.00		664	525.00	79	1.000	475.00
40 14	Catering	1,250	99.80	8	10,000	7,257.04	73	15 000	7,742.96
40 15	Interagency Promotion	167	.00		1,336	412.14	31	2,000	1 507 06
40 16	Interagency Promotion Outside Caterer Fee RV Space Rental	2,000	.00		16,000	412.14 15,006.83 .00 59,581.83	94	1,000 15,000 2,000 24,000	1,587.86 8,993.17
40 17	RV Space Rental	0	.00		0	10,000.03	24	24,000	8,993.17
40 18	Room Rental	8,333	7,600.00	91	66,664	50 501 03	89	0	.00
			,	-	00,004	JJ, JOI. 83	09	100,000	40,418.17

City of West Monroe REVENUE REPORT 67% OF YEAR LAPSED

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OND OOL GO	eneral Fund ACCOUNT	******	CURRENT ****	++++	*****	CEAR MO DAME ***	and the state of	7.77777	
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	EAR-TO-DATE *** ACTUAL	***** %REV	ANNUAL ESTIMATE	UNREALIZE BALANCE
								ESITMATE	DALANCE
40 19	Special Events	333	481.63	145	2,664	1,702.28	64	4,000	2,297.72
40 20	Beverage Revenue	1,833	3,317.83		14,664		45		15,441.82
40 21	Catering IKE	0	.00	101	0	.00	43	22,000	.00
40 22	Other Rev	0	.00		0	.00		0	.00
40 23	Ticket Sales Cnv Cntr		.00		ō	.00		0	.00
40 *	Convention Center	17,582	15,163.02	86	140,656	117,811.71	84	211,000	93,188.29
45 10	Equine Event Rental	8,083	36,600.00	453	64,664	257,950.00	399	97,000	160,950.00
45 11	Rental Forfeiture	0	.00		0	.00		0	.00
45 12	Stall Rentals	20,000	.00		160,000	88,535.00	55	240,000	151,465.00
45 13	Shavings Sales	12,917	47,530.00	368	103,336	128,545.50	124	155,000	26,454.50
45 14	Other Event Rental	8,333	18,250.00	219	66,664		47	100,000	68,896.57
45 16	RV Space Rental	11,250	.00		90,000	31,103.43 36,390.00	40	135,000	98,610.00
45 17	Concessions	11.250	37,218.50	331	90,000	123,164.64	137	135,000	11,835.36
45 18	Equipment Rental Interagency Promotion	3,333	10,325.00	310	26,664	53,147.16	199	40,000	13,147.16
45 19	Interagency Promotion	208	.00		1,664	.00	100	2,500	2,500.00
45 20	General Parking Fee Rev	0	.00		0	.00		2,300	.00
45 21	Sponsorships	0 0 2,500	.00		0	.00		0	.00
45 22	Security	2.500	2,400.00	96		5,220.00	26	30,000	
45 23	Ticket Sales - Ike	0	.00	20	20,000	.00	20	30,000	24,780.00
45 24	Misc Rec - Ike	0	.00		0	.00		0	.00
45 25	Beverage Sales	1,384	.00		11,072		13	16,603	.00 15,126.71
45 *	Ike Hamilton Expo Center	79,258	152,323.50	192	634,064	725,532.02	114	951,103	225,570.98
347 **	Culture & Recreation	129,223	198,673.51	154	1,033,784	1,040,904.76	101	1,550,703	509,798.24
348	Public Works								
20 10	Street Cuts	50	.00		400	.00		600	600.00
48 **	Public Works	50	.00		400	.00		600	600.00
40 ***	Charges for Services	228,120	306,603.78		1,824,960	1,859,243.42		2,737,461	878,217.58
50	Fines								
51	Court Fines								
10 10		17,500	39,784.80	227	140,000	326,182.43	233	210,000	116,182.43
10 12	General Court Costs	3,333	14,907.00	447	26,664	67,861.50	255	40,000	27,861.50
10 15	Parking Ticket Fines	0	.00		0	.00		0	.00
10 18	DWI Fines	3,083	1,672.12	54	24,664	31,603.60	128	37,000	5,396.40
10 20	DWI Special Cost	333	246.00	74	2,664	3,726.00	140	4,000	274.00
10 *	Court	24,249	56,609.92	234	193,992	429,373.53	221	291,000	138,373.53
351 **	Court Fines	24,249	56,609.92	234	193,992	429,373.53	221	291,000	138,373.53

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			eneral Fund ACCOUNT		CURRENT ****			EAR-TO-DATE **	****	ANNUAL	UNREALIZED
ACC	OU.	NT 	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
250											
352	81	00	Fees NSF Fee	0	.00		0	.00		0	.00
352		**	Fees	0	.00		0	.00		0	
350		***	Fines								.00
			rines	24,249	56,609.92		193,992	429,373.53		291,000	138,373.53-
360 361			Invstmnts, Rents, Contribut Investment Earnings								
		00	Interest Revenue	16,667	10,401.33	62	133,336	153,157.23	115	200,000	46,842.77
		10	General Govt	0	.00		0	.00		0	.00
	10	15	Hasley Cemetary Trust	0	.00		0	.00		0	.00
	10	*	Interest Revenue	16,667	10,401.33	62	133,336	153,157.23	115	200,000	46,842.77
361		**	Investment Earnings	16,667	10,401.33	62	133,336	153,157.23	115	200,000	46,842.77
362			Rents and Royalties								
	10	00		250	100.00	40	2,000	2,000.00	100	3,000	1,000.00
		10	Energy Lease Royalties	250 725	569.98	79	5,800	3,257.46	56	8,700	5,442.54
		10	Golf Course Rent	0	.00		0	.00		0	.00
	30	12	Ice Machine IKE ATM	0	.00		0	.00	100 000	0	.00
			AIM	167	504.00	302	1,336	1,312.50	98	2,000	687.50
1	30	*	Leases	167	504.00	302	1,336	1,312.50	98	2,000	687.50
362		**	Rents and Royalties	1,142	1,173.98	103	9,136	6,569.96	72	13,700	7,130.04
363			Escheats								
	10	00	Sales of Recyclables	625	28,533.91	4565	5,000	41,169.18	823	7,500	33,669.18-
363		**	Escheats	625	28,533.91	4565	5,000	41,169.18	823	7,500	33,669.18-
364			Contributions / Donations								
	10		Kiroli Contributions	0	.00		0	.00		0	.00
	12		Expo Center Contributions	0	.00		0	.00		0	.00
	13 30		Community Development		.00	_	0	.00		0	.00
			Private Contributions	250	20.00-	8	2,000	29,830.82	1492	3,000	26,830.82-
364		**	Contributions / Donations	250	20.00-	8	2,000	29,830.82	1492	3,000	26,830.82-
360		***	Invstmnts, Rents, Contribut	18,684	40,089.22		149,472	230,727.19		224,200	6,527.19-
390			Other Financing Sources								
391	12	0.0	Interfund Transfers In Transfers In	0	0.0						
	13		86 Sales Tax Capital	0	.00		0	.00		0	.00
	2000	ad (2)		O	.00		U	.00		U	.00

City of West Monroe REVENUE REPORT 67% OF YEAR LAPSED

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FUND 001 Ge	eneral Fund ACCOUNT	******	CURRENT ****		*****	VEAD TO DATE ++4		7.1377777	
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	YEAR-TO-DATE *** ACTUAL	%REV		
18 00	Section 8 Fund	0	.00		0	0.0			
19 00	Utility Enterprise Fund	0	.00		0	.00		0	.00
391 **	Interfund Transfers In	0	.00		0	.00		0	.00
392 10 00 20 00	Proceeds from Asset Disp Sale of Assets Comp on Loss of Cap Asset	41,667 8	12,360.42	30	333,336 64	13,820.84	4	500,000	486,179.16 100.00
392 **	Proceeds from Asset Disp	41,675	12,360.42	30	333,400	13,820.84	4	500,100	486,279.16
393 10 00	Gen Long Term Debt Issued General Obligation Bonds	0	.00		0	.00		0	.00
393 **	Gen Long Term Debt Issued	0	.00		0	.00		0	.00
394 10 00 10 05 10 06 10 10 10 12 10 *	Unknown Credit Card Fee Re-Insurance Claims Rev Claims	8,333 0 42 0 0	3,965.16 22.00 1,168.40 .00 .00	2782	66,664 0 336 0 0	442.00 8,937.72 .00 .00	2660	100,000 0 500 0 0	49,511.94 442.00- 8,437.72- .00 .00
394 **	Miscellaneous Revenue	8,375	5,155.56	62	67,000	59,867.78	89	100,500	40,632.22
390 ***	Other Financing Sources	50,050	17,515.98		400,400	73,688.62		600,600	526,911.38
FUND TOTAL	General Fund	2,410,932	2,657,020.54		19,287,456	16,996,818.10		28,931,240	11,934,421.90
GRAND TOTAL		2,410,932	2,657,020.54		19,287,456	16,996,818.10		28,931,240	11,934,421.90