

Notice of:

BOARD OF ALDERMEN REGULAR MEETING

Tuesday, March 21, 2023 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 7, 2023 Regular Council Meeting.

Recognitions/Presentations

- 2) Recognition of West Monroe Police Department Detective Chad Grubbs and West Monroe Fire Department Assistant Chief Brad Tucker, Captain John Guiterrez and Driver Dalton Dodds.
- 3) City of West Monroe Employee Recognitions.

Mayor's Review

Community Announcements

ADMINISTRATION/FINANCE

- 4) Ordinance to authorize the City of West Monroe, Louisiana to sell certain immovable property (Lot 4F of the Resubdivision of West Monroe Commercial Park) to KVS, LLC (Karl Dhaliwal) \$685,200.00. Introduced at February 21, 2023 Regular Council Meeting.
- 5) Resolution to authorize Staci Albritton Mitchell, as Mayor, to waive and/or reject Uninsured Motorist coverage on any and all insurance policies and/or coverage for the City.

BUILDING AND DEVELOPMENT

CODE ENFORCEMENT

LEGAL

- 6) Ordinance to amend Sec. 9-3005 of the Code of Ordinances, to include an electric charging station as an area of restricted parking.
- 7) Ordinance to authorize the publication of Notice of Intention to establish the West Monroe Hotel Corridor Economic Development District, and to set its boundaries; and to publish Notice of Intention to levy an ad valorem property tax within the District.
- 8) Ordinance to authorize the publication of Notice of Intention to establish the West Monroe ISF Hotels Economic Development District, and to set its boundaries; and to publish Notice of Intention to levy a hotel occupancy tax within the District.

PUBLIC WORKS

COMMUNITY SERVICES

PARKS AND RECREATION

POLICE/FIRE

WMFD

WMPD

ENGINEERING/CONSTRUCTION PROJECTS

9) N. 6th Street Sidewalks FY2023 DOTD TAP - Project #000219

Ordinance to authorize the filing of an application for grant to LaDOTD Transportation Alternatives Program.

10) New Kiroli Road Bridge Over North Tupawek Bayou, Planning & Construction - Project #000175

Accept/Reject bids, subject to Facility & Commission concurrence.

11) <u>Constitution Dr. - Short Constitution Rehab</u> - State Project #H.014689 - City Project #000169

Approve Notice of Award to Amethyst Construction, Inc. as lowest responsive bidder.

12) New Sidewalks for safe access to Kiroli Elementary School and Kiroli Park, also known as Tupawek Estates Sidewalks - Project #000208

Authorize Change Order No. 1 (+ \$17,296.00; + 15 days) with C W & W Contractors, Inc.

13) Cypress/Slack Sanitary Sewer Improvements (FY 2021 DRA) - Project #000174

Authorize Change Order No. 2 (+ \$10,802.90; + 5 days) with JABAR Corporation.

Endom Bridge Approach Realignment - State Project #H.012279 - City Project #000109
Resolution to accept State Project No. H.012279, Endom Bridge Approach Realignment.

15) CDBG-MIT Flood Acquisition Program (WM Buyouts Round 2) - Project #CP0072

Ordinance to authorize execution of "Cooperative Endeavor Agreement Between State of Louisiana, Division of Administration, Office of Community Development ("OCD") and Road Home Corporation dba Louisiana Land Trust and City of West Monroe for Louisiana Watershed Initiative Buyout Program".

16) Project Updates

Lazenby & Associates, Inc.

S. E. Huey Co.

PUBLIC COMMENTS/OTHER BUSINESS

17) General Fund and Utility Fund Monthly Budget Reports.

ADJOURN

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



BOARD OF ALDERMEN REGULAR MEETING

Tuesday, March 07, 2023 at 6:00 PM Council Chambers, City Hall, 2305 North 7th Street, West Monroe

MINUTES

NOTICE/MINUTES

Call to order/Verification of Attendance

PRESENT

Mayor Staci Mitchell Polk Brian Morgan Buxton Thom Hamilton Rodney Welch Ben Westerburg

The invocation was offered by St. Patrick's Episcopal Church Father Rob Harkness. The pledge was led by veteran Grant Rogers.

Motion to Approve Minutes

Motion to approve the minutes of the February 21, 2023 Regular Council Meeting.

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

ADMINISTRATION/FINANCE

<u>Resolution 809</u>: Public comment and consideration of Resolution to approve Louisiana Plastic Industries Project Tubing Line #2 for participation in the Industrial Tax Exemption Program.

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

Ordinance 5158: Ordinance to authorize a Recycling Partnership Grant Agreement with The Recycling Partnership, Inc. (cash funding up to \$84,500; in kind services valued up to \$125,000).

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

Authorize execution of Certificate of Final Completion of the HVAC replacement at the Ike by STORER Services.

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

LEGAL

<u>Resolution 810</u>: Resolution authorizing the City of West Monroe to participate in additional national settlements relating to the national prescription opiate litigation.

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

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PUBLIC WORKS

<u>Ordinance 5159</u>: Ordinance to enact Sec. 7-1005 of the Code of Ordinances, to establish a policy for waiver of certain water and sewer charges resulting from infrastructure damage.

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

WMFD

Ordinance 5160: Ordinance to declare certain property surplus (WMFD trailer), and to be sold by public internet auction.

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

ENGINEERING/CONSTRUCTION PROJECTS

<u>Otis Street Rehabilitation</u> (DOTD Urban Systems Program) - State Project No. H.013518; City Project #000145

Authorize Change Order No. 4 (+ \$32,085.74; + 5 days) with Amethyst Construction, Inc.

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

Otis Street Rehabilitation (DOTD Urban Systems Program) - State Project No. H.013518; City Project #000145

Authorize Change Order No. 5 (- \$260.00; + 0 days) with Amethyst Construction, Inc.

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

2022 WWTP Sparta Reuse Facility Granulated Activated Carbon (GAC) Replacement - Project #C22018

Authorize Change Order No. #2 (+ \$47,975.00; + 10 days) with San-Tech, Inc.

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

McMillan Road Sanitary Sewer Lift Station Improvements - Project #CP0087

<u>Ordinance 5161</u>: Ordinance to accept grant award from the Louisiana Division of Administration, Office of Community Development Local Government Assistance Program - LGAP.

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

Flanagan Street Water Main Replacement - Project #000202

<u>Ordinance 5162</u>: Ordinance to accept grant from the Louisiana Division of Administration, Office of Community Development Community Water Enrichment Fund - CWEF.

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

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Project Updates

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

ADJOURN

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

ATTEST:

CHRISTEN HEATH

CITY CLERK

APPROVED:

STACI ALBRITTON MITCHELL

MAYOR

CITY OF WEST MONROE

ORDINANCE NO	MOTION BY:	
	SECONDED BY:	

AN ORDINANCE TO AUTHORIZE THE CITY OF WEST MONROE, LOUISIANA TO SELL CERTAIN DESCRIBED IMMOVABLE PROPERTY WHICH IS NOT NEEDED FOR ANY PUBLIC PURPOSE BY THE CITY OF WEST MONROE, LOUISIANA TO KVS, LLC, OR ITS ASSIGNS, FOR THE CASH SUM OF \$685,200.00; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

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

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

NOW, THEREFORE:

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe, Louisiana ("CITY") is hereby authorized to sell certain immovable property which is not needed for any public purpose by the City of West Monroe, Louisiana, which property is more particularly described as follows, to-wit:

Lot 4F of Lots 4F & 4G Of The Resubdivision Of Lot 4 Of West Monroe Commercial Park Subdivision, situated in Sections 32 & 33, T-18-N, R-3-E, Ouachita Parish, Louisiana, the plat of which is filed in Plat Book 29 page 37, records of Ouachita Parish, Louisiana

to KVS, LLC or its approved successors or assigns ("BUYER") for and in consideration of the cash sum of SIX HUNDRED EIGHTY-FIVE THOUSAND, TWO HUNDRED AND NO/100 (\$685,200.00) DOLLARS, subject to the following conditions:

- a) Subject to any and all subdivision or development restrictions of record, and all rights-of-way and/or servitudes of record or of use;
- b) CITY reserves and excludes from this conveyance any and all right, title and interest in and to any and all oil, gas and other minerals in, on or under the property, all of such interests being expressly reserved by CITY without any warranty whatsoever from or by BUYER; provided, however, that CITY expressly waives any and all surface rights in and to the Property resulting from this reservation; and CITY may not exercise any rights it may have in and to such oil, gas and other minerals in such a fashion that CITY's right to the use of the surface of the property is disturbed so as to have a substantial negative impact on the operation of any business located upon the property;
- c) Any and all improvements on the property are conveyed in "as is" condition, without any warranties without any warranties, express or implied, including but not limited to warranties of condition, fitness for a particular purpose or habitability.

Item 4)

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 a Deed on behalf of the City of West Monroe, Louisiana, reflecting the price and terms set forth above, and to take any other action or execute any and all other documents deemed by her either necessary or appropriate in order to transfer the above described immovable property as set forth above, including but not limited to provisions, whether included in the deed or in an unrecorded supplemental agreement, that limits the nature of the initial construction and operation of the business to be located on that property to a certain types of activity, that requires the construction to be initiated within a certain time and/or pursued in a commercially reasonable manner through to completion by a certain date, together with any and all such other requirements and provisions as she deems appropriate, including a provision that provides for a right and option in favor of the City of West Monroe to reacquire the property at the same price if such conditions are not timely met, or to provide for liquidated damages or other consideration payable to the City of West Monroe in lieu of such reacquisition, the terms, conditions or provisions of all of such conditions to be as determined appropriate by the Mayor; or, supplemental to the above, to enter into an agreement to buy and sell which reflects those terms and provisions preparatory to the later sale of the property.

SECTION 3. The above ordinance was introduced on February 21st, 2023, in regular and legal session convened; notice of this ordinance was published three times in fifteen (15) days, one week apart, as required by R.S. 33:4712; no opposition being filed, it is considered by sections, voted on by yea and nay vote, passed and adopted in regular and legal session convened this 21st day of March, 2023, with the final vote being as follows:

YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	APPROVED THIS 21ST DAY OF MARCH, 2023
CHRISTEN HEATH, CITY CLERK CITY OF WEST MONROE STATE OF LOUISIANA	STACI ALBRITTON MITCHELL, MAYOR CITY OF WEST MONROE STATE OF LOUISIANA

CITY OF WEST MONROE

RESOLUTION NO	MOTION BY:
	SECONDED BY:
MAYOR OF THE CITY OF WEST AND/OR REJECT UNINSURED MOTO POLICIES OF INSURANCE ISSUED	STACI ALBRITTON MITCHELL, AS MONROE, LOUISIANA, TO WAIVE DRIST COVERAGE ON ANY AND ALL OR TO BE ISSUED TO THE CITY OF TO OTHERWISE PROVIDE WITH
SECTION 1. BE IT RESOLVED by the	Mayor and the Board of Aldermen of the City of
West Monroe, Louisiana, in regular and legal se	ession convened, that Staci Albritton Mitchell, as
Mayor of the City of West Monroe, Louisiana, is l	hereby authorized to waive and/or reject uninsured
motorist coverage on any and all policies of insu	arance, of whatever type or nature, issued or to be
issued to the City of West Monroe, Louisiana, as	she, in her sole discretion, determines appropriate.
SECTION 2. BE IT FURTHER RESOL	VED by the Mayor and the Board of Aldermen of
the City of West Monroe, Louisiana, in regular	and legal session convened, that Staci Albritton
Mitchell, as Mayor of the City of West Monroe,	Louisiana, be and she is further authorized to sign
any and all documents and take any and all act	tions as she determines appropriate which are in
furtherance of the authority granted to her above	·.
The above resolution was read and consider	dered by sections at a public meeting of the Mayor
and Board of Aldermen, in regular and legal sessi	on convened on the 21st day of March, 2023, voted
on by yea and nay vote, passed and adopted, the	final vote being as follows:
YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	
	APPROVED THIS 21ST DAY OF MARCH, 2023
CHRISTEN HEATH, CITY CLERK CITY OF WEST MONROE STATE OF LOUISIANA	STACI ALBRITTON MITCHELL, MAYOR CITY OF WEST MONROE STATE OF LOUISIANA

This form may not be altered or modified.

UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE FORM

Uninsured/Underinsured Motorists Bodily Injury Coverage, referred to as "UMBI" in this form, is insurance that pays persons insured by your policy who are injured in an accident caused by an owner or operator of an uninsured or underinsured motor vehicle. Depending on the coverage purchased, UMBI Coverage can provide compensation for both economic and non-economic losses.

Economic losses are those that can be measured in specific monetary terms including but not limited to medical costs, funeral expenses, lost wages, and out of pocket expenses.

Non-economic losses are losses other than economic losses and include but are not limited to pain, suffering, inconvenience, mental anguish and other non-economic damages otherwise recoverable under laws of this state.

By law, your policy will include UMBI Coverage at the same limits as your Bodily Injury Liability Coverage unless you request otherwise. If you wish to reject UMBI Coverage, select lower limits of UMBI Coverage, or select Economic-Only UMBI Coverage, you must complete this form and return it to your insurance agent or insurance company. (Economic-Only UMBI Coverage may not be available from your insurance company. In this case, your company will have marked options 2 and 3 below as "Not Available" or "NA".)

UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE

You may sele	ect one of th	ie following UMBI Coverage option:	s (initial only	one optior	ı) :	
1.	I select U	MBI Coverage which provides com	pensation for	economic	and non-economic losses	
Initials	with limit	s lower than my Bodily Injury Liabi	lity Coverage	e limits ind	icated on the policy:	
	\$	each person		•		
	\$	each accident/occurrence	<u>OR</u>	\$	each accident/occurrence	
2NOT.	I select Ec	conomic-Only UMBI Coverage, wi	nich provides	compensa	tion for economic losses with	
AVATEABI	the same	limits as the Bodily Injury Liability	Coverage ind	icated on t	he policy.	
3.		conomic-Only UMBI Coverage, wi				
- NOT AVAILABI	with limit	s lower than the Bodily Injury Liabi	lity Coverage	limits ind	icated on my policy:	
	\$	each person				
	\$	each accident/occurrence	OR	\$	each accident/occurrence	
4.	I do not w	vant UMBI Coverage. I understand	that I will no	t be comp	ensated through UMBI	
Initials	coverage	for losses arising from an accident ca	aused by an u	ninsured/u	nderinsured motorist.	
		SIGN	ATURE			
hall apply to o all reinstat	the motor ement, subs	I initialed on this form will apply to vehicles described in this policy and titute or amended policies until a wror UMBI Coverage.	l to any repla	cement ve	hicles, to all renewals of this poli	cy, and
					810-2C413857	
Się	gnature of N	lamed Insured or Legal Representati	ve	_	Policy Number	
		Print Name			Date	



This form may not be altered or modified.

UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE FORM

Uninsured/Underinsured Motorists Bodily Injury Coverage, referred to as "UMBI" in this form, is insurance that pays persons insured by your policy who are injured in an accident caused by an owner or operator of an uninsured or underinsured motor vehicle. Depending on the coverage purchased, UMBI Coverage can provide compensation for both economic and non-economic losses.

Economic losses are those that can be measured in specific monetary terms including but not limited to medical costs, funeral expenses, lost wages, and out of pocket expenses.

Non-economic losses are losses other than economic losses and include but are not limited to pain, suffering, inconvenience, mental anguish and other non-economic damages otherwise recoverable under laws of this state.

By law, your policy will include UMBI Coverage at the same limits as your Bodily Injury Liability Coverage unless you request otherwise. If you wish to reject UMBI Coverage, select lower limits of UMBI Coverage, or select Economic-Only UMBI Coverage, you must complete this form and return it to your insurance agent or insurance company. (Economic-Only UMBI Coverage may not be available from your insurance company. In this case, your company will have marked options 2 and 3 below as "Not Available" or "NA".)

UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE

You may sel	ect one of the	following UMBI Coverage options	(initial only	one option	ı):	
1.	I select UM	BI Coverage which provides com	pensation for	economic	and no	n-economic losses
Initials	with limits	lower than my Bodily Injury Liabi	lity Coverage	limits ind	icated o	on the policy:
	\$	each person		đi.		
	\$	each accident/occurrence	OR	\$		each accident/occurrence
2. NOTE	I select Eco	nomic-Only UMBI Coverage, wh	nich provides	compensa	tion for	economic losses with
AVAILAB	LE same lir	nits as the Bodily Injury Liability	Coverage indi	icated on t	he poli	ey.
3.	I select Eco	nomic-Only UMBI Coverage, wh	nich provides	compensa	tion for	economic losses
AVAILAB	LEwith limits	lower than the Bodily Injury Liabi	lity Coverage	limits ind	icated o	on my policy:
	\$	each person	l o m	•		
	\$	each accident/occurrence	OR	<u>R</u> \$	each accident/occurrence	each accident/occurrence
4.	I do not wa	nt UMBI Coverage. I understand	that I will no	t be comp	ensated	d through UMBI
Initials	coverage fo	r losses arising from an accident ca	used by an u	ninsured/u	nderins	sured motorist.
		SIGN	ATURE			
shall apply t to all reinsta	o the motor ve tement, substit	nitialed on this form will apply to chicles described in this policy and tute or amended policies until a wi UMBI Coverage.	to any replac	cement vel	hicles,	to all renewals of this policy, and
						ZUP-71M9682A
Si	gnature of Na	med Insured or Legal Representative	ve	******		Policy Number
		Print Name		_		Date

UI LA 10 01 09

TRAVELERS

CITY OF WEST MONROE

ORDINANC	E NO MOTION BY:
	SECONDED BY:
CITY IS UN PARK ANY ESTA AS A PURF	RDINANCE TO AMEND SEC. 9-3005 OF THE CODE OF ORDINANCES, OF WEST MONROE, LOUISIANA, ADDING THE PROVISION THAT IT NLAWFUL FOR THE OWNER OR OPERATOR OF ANY VEHICLE TO KENTER THE VEHICLE OR ALLOW THE VEHICLE TO REMAIN PARKED IN LOCATIONS ON THE STREETS AND ALLEYS OF THE CITY WHICH IS ABLISHED, DESIGNATED, OR INDICATED BY WORDS OR SYMBOLS AN ELECTRIC VEHICLE CHARGING STATION EXCEPT FOR THE POSE OF CHARGING AN ELECTRIC VEHICLE (EV) AT THAT ATION; TO PROVIDE AN EFFECTIVE DATE; AND TO OTHERWISE VIDE WITH RESPECT THERETO.
SECT	YION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West
Monroe, Lou	isiana, in regular and legal session convened, that Section 9-3005 of the Code of
Ordinances, O	City of West Monroe, Louisiana, is hereby amended, to now read as follows:
"Sec.	9-3005. Special purpose parking zones; electric charging stations
A.	It is unlawful for the owner or operator of any vehicle to park the vehicle or allow the vehicle to remain parked in any locations on the streets and alleys of the city in established and designated special purpose parking zones except as indicated and specified by posted signs.
В.	It is unlawful for the owner or operator of any vehicle to park the vehicle or allow the vehicle to remain parked in any locations on the streets and alleys of the city which is established, designated, or indicated by words or symbols as an electric vehicle charging station except for the purpose of charging an electric vehicle (EV) at that location."
SECT	TION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the
City of West	Monroe, Louisiana, in regular and legal session convened, that this amendment shall
be effective N	March 31, 2023.
The a	bove 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 t	the 21st day of March, 2023, the final vote being as follows:
YEA:	·
NAY:	
NOT VOTIN	G:
ABSENT:	
ATTEST:	
	APPROVED THIS 21ST DAY OF MARCH, 2023

CITY OF WEST MONROE

MOTION BY:

ORDINANCE NO

ORBITATIVEE ITO.	MOTION B1.	
	SECONDED BY:	
	SECOTIBED B1	

AN ORDINANCE AUTHORIZING THE PUBLICATION OF A NOTICE OF INTENTION TO CREATE THE WEST MONROE HOTEL CORRIDOR ECONOMIC DEVELOPMENT DISTRICT, STATE OF LOUISIANA, AND TO LEVY AN AD VALOREM TAX THEREIN, UNDER THE AUTHORITY OF PART II, CHAPTER 27 OF TITLE 33 OF THE LOUISIANA REVISED STATUTES OF 1950, AS AMENDED (LA. R.S. 33:9038.31 *ET SEQ.*); AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31 *et seq.*) (the "Act"), authorizes municipalities and other local governmental subdivisions to create economic development districts to carry out the purposes of the Act, which economic development districts are political subdivisions of the State of Louisiana, and possess such power and authority and have such duties as provided by the Act and other constitutional and statutory authority; and

WHEREAS, the City of West Monroe, State of Louisiana (the "City"), acting through this Mayor and Board of Aldermen as its governing authority (the "Governing Authority"), desires to avail itself of the Act to create an economic development district to be called the "West Monroe Hotel Corridor Economic Development District, State of Louisiana" (the "District"), in accordance with La. R.S. 33:9038.32; and

WHEREAS, La. R.S. 33:9038.39 permits economic development districts such as the District to levy ad valorem taxes up to five (5) mills for authorized purposes; and

WHEREAS, La. R.S. 33:9038.33(O) provides that this Governing Authority may create a special trust fund for the furtherance of economic development projects, as defined in the Act, into which certain new ad valorem tax revenues and/or incremental increases in ad valorem taxes shall be deposited and loaned, granted, donated, or pledged in furtherance of economic development projects as defined in the Act; and

WHEREAS, in accordance with the Act, particularly La. R.S. 33:9038.32 and La. R.S. 33:9038.39, the City now desires to give notice of its intention to hold a public hearing relative to (1) the proposed creation of the District and (2) the proposed levy of a five (5) mills ad valorem tax therein, which notice shall be published in the City's official journal two (2) times prior to the public hearing, the first publication to appear at least fourteen (14) days before the date of the public hearing; now therefore; and

WHEREAS, a notice in substantially the form attached hereto as **Exhibit A** shall be published two (2) times in the *Citizen*, the official journal of the City.

NOW, THEREFORE,

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the City, that in accordance with the Act, and particularly La. R.S. 33:9038.32 and La. R.S. 33:9038.39, this Governing Authority does hereby give notice of its intention to create an economic development district to be called the "West Monroe Hotel Corridor Economic Development District, State of Louisiana," and to levy therein a five (5) mills ad valorem tax pursuant to La. R.S. 33:9038.39 for the purpose of paying the costs of economic development projects as defined in La. R.S. 33:9038.33(M) and La. R.S. 33:9038.36;

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the City, that publication of the notice in substantially the form attached hereto as **Exhibit A** is hereby approved, and the City Clerk is authorized and directed to publish such notice two (2) times in the official journal of the City, the first publication to appear at least fourteen (14) days before the date of the public hearing;

SECTION 3. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the City, that at the date, time and place set forth in said notice, as published, the Governing Authority will meet in open and public session to hear any objections to the proposed creation of the District and the levy of an ad valorem tax therein, and may consider the adoption of ordinance(s) creating the District and levying the ad valorem tax;

SECTION 4. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the City, that this Governing Authority finds and determines that a real necessity exists for the employment of special counsel on matters related to the creation of the District, and accordingly, Foley & Judell, L.L.P., of New Orleans, Louisiana, is hereby employed as special counsel for said purpose. The fee to be paid said special counsel shall be an amount computed at hourly rate based on the Attorney General's then current Maximum Hourly Fee Schedule, together with reimbursement of out-of-pocket expenses, and the City Clerk is authorized to pay such invoices as and when presented;

SECTION 5. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the

governing authority of the City, that the Mayor and the City Clerk are hereby authorized and empowered to do all acts, sign any and all instruments or documents, and do all things necessary and proper in order to carry out the purposes of this ordinance.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, passed and adopted this 21st day of March, 2023, the final vote being as follows:

and adopted this 21 day of March, 2023, the	e final vote being as follows.
YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	
	APPROVED THIS 21ST DAY OF MARCH, 2023
CHRISTEN HEATH, CITY CLERK	STACI ALBRITTON MITCHELL, MAYOR
CITY OF WEST MONROE	CITY OF WEST MONROE
STATE OF LOUISIANA	STATE OF LOUISIANA

EXHIBIT A

CITY OF WEST MONROE, STATE OF LOUISIANA

NOTICE OF INTENTION

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana (the "Governing Authority"), acting as the governing authority of the City of West Monroe, State of Louisiana (the "City"), pursuant to the authority of Part II, Chapter 27, Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31 through 9038.42, inclusive)(the "Act"), proposes to consider creating an economic development district within the City to be called West Monroe Hotel Corridor Economic Development District, State of Louisiana (the "District").

NOTICE IS HEREBY FURTHER GIVEN that the Governing Authority proposes to levy an ad valorem tax at the rate of five (5) mills within the District. The proceeds of such tax will be deposited in a special trust fund to be used for the furtherance of economic development projects within the District, all pursuant to the authority of the Act.

NOTICE IS HEREBY FURTHER GIVEN that the Governing Authority will meet in open and public session on Tuesday, April 18, 2023, at 6:00 p.m., at its regular meeting place, Council Chambers, West Monroe City Hall, 2305 N. 7th Street, West Monroe, Louisiana, and will at that time hear any and all objections to the proposed creation of the District and the levy of an ad valorem tax therein.

The boundaries of the District are proposed to be as follows:

- 1. Lot 4E of the Resubdivison of Lot 4 of West Monroe Commercial Park Subdivision situated in Sections 29 & 32, T-18-N, R-3-E, Ouachita Parish, Louisiana, the plat of which is filed in Plat Book 28, page 156, records of Ouachita Parish, Louisiana.

 Municipal address 935 Constitution Dr. (Ouachita Parish Assessor parcel #137471)
- 2. Lot 4 of the Resubdivision of Lots 4, 5, 7, & 8 of West Monroe Commercial Park Sub. In Sections 29, 32 & 33, T18N-R3E, Ouachita Parish, Louisiana, the plat of which is filed in Plat Book 20, page 176, records of Ouachita Parish, Louisiana

LESS AND EXCEPT THE FOLLOWING:

a. That property acquired in that deed of record in Conveyance Book 2410, page 113, records of Ouachita Parish, Louisiana. **Municipal address 400 Mane Street, currently Hilton Garden Inn. Assessor parcel # 116285**

- b. That property acquired in that deed of record in Conveyance Book 2355, page 693, records of Ouachita Parish, Louisiana. Municipal address 500 Mane Street, currently Home 2 Suites by Hilton. Assessor parcel # 107569
- c. Lot 4C Of The Resubdivision Of Lot 4 Of The Resubdivision Of Lots 4 & 4B Of The Resubdivision of Lots 4A & 4B Of The Resubdivision Of Lot 4 Of West Monroe Commercial Park Subdivision, Unit 1, Ouachita Parish, Louisiana, the plat of which is filed in Plat Book 28, page 9, records of Ouachita Parish, Louisiana. **Municipal address** 400 Mane Street, (Ouachita Parish assessor parcel # 134256)
- d. Lot 4D, A Consolidation Of Lots 4D And 4D-1, Being A Resubdivision Of Lot 4 Of West Monroe Commercial Park Subd. In Section 32, T18N-R3E, Ouachita Parish, Louisiana, as per plat of record in Plat Book 27, Page 161, records of Ouachita Parish, Louisiana. Municipal address 220 Mane Street, currently Surge Entertainment (both Ouachita Parish Assessor parcel #135006 and #135993)
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Municipal address of the area where the Indoor Sports Facility will be located is 875 Constitution Dr. (Ouachita Parish assessor parcel # 131617);

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4. Connecting Streets

- (a) Mane Street, from Downing Pines Road westerly to I-20 Service Road 71292, and
- (b) Constitution Drive, from Mane Street easterly to Downing Pines Road

PARISH OF OUACHITA

I, the undersigned City Clerk of the City of West Monroe, State of Louisiana (the "City"), do hereby certify that the foregoing pages constitute a true and correct copy of an ordinance adopted by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, acting as governing authority of the City, on March 21, 2023, authorizing the publication of a Notice of Intention to create the West Monroe Hotel Corridor Economic Development District, State of Louisiana, and to levy an ad valorem tax therein, under the authority of Part II, Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31 *et seq.*); and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature on this, the 21st day of March, 2023.

City Clerk	

EXHIBIT A

CITY OF WEST MONROE, STATE OF LOUISIANA

NOTICE OF INTENTION

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana (the "Governing Authority"), acting as the governing authority of the City of West Monroe, State of Louisiana (the "City"), pursuant to the authority of Part II, Chapter 27, Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31 through 9038.42, inclusive)(the "Act"), proposes to consider creating an economic development district within the City to be called West Monroe Hotel Corridor Economic Development District, State of Louisiana (the "District").

NOTICE IS HEREBY FURTHER GIVEN that the Governing Authority proposes to levy an ad valorem tax at the rate of five (5) mills within the District. The proceeds of such tax will be deposited in a special trust fund to be used for the furtherance of economic development projects within the District, all pursuant to the authority of the Act.

NOTICE IS HEREBY FURTHER GIVEN that the Governing Authority will meet in open and public session on Tuesday, April 18, 2023, at 6:00 p.m., at its regular meeting place, Council Chambers, West Monroe City Hall, 2305 N. 7th Street, West Monroe, Louisiana, and will at that time hear any and all objections to the proposed creation of the District and the levy of an ad valorem tax therein.

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LESS AND EXCEPT THE FOLLOWING:

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Municipal address of the area where the Indoor Sports Facility will be located is 875 Constitution Dr. (Ouachita Parish assessor parcel # 131617);

3. Lot 3 of the Resubdivision of Lot 3 West Monroe Commercial Park Sub. In Section 32, T18N-R3E, Ouachita Parish, Louisiana, the plat of which is filed in Plat Book 23, page 45, records of Ouachita Parish, Louisiana. Municipal address 501 Mane Street, currently the Ike Hamilton Expo Center. (Ouachita Parish Assessor parcel # 107568)

4. <u>Connecting Streets</u>

- (a) Mane Street, from Downing Pines Road westerly to I-20 Service Road 71292, and
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PARISH OF OUACHITA

I, the undersigned City Clerk of the City of West Monroe, State of Louisiana (the "City"), do hereby certify that the foregoing pages constitute a true and correct copy of an ordinance adopted by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, acting as governing authority of the City, on March 21, 2023, authorizing the publication of a Notice of Intention to create the West Monroe Hotel Corridor Economic Development District, State of Louisiana, and to levy an ad valorem tax therein, under the authority of Part II, Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31 *et seq.*); and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature on this, the 21st day of March, 2023.

City Clerk	

CITY OF WEST MONROE

MOTION BY:

ORDINANCE NO

ORDINANCE NO.	MOTION B1.
	SECONDED BY:

AN ORDINANCE AUTHORIZING THE PUBLICATION OF A NOTICE OF INTENTION TO CREATE THE WEST MONROE ISF HOTELS ECONOMIC DEVELOPMENT DISTRICT, STATE OF LOUISIANA, AND TO LEVY A HOTEL OCCUPANCY TAX THEREIN, UNDER THE AUTHORITY OF PART II, CHAPTER 27 OF TITLE 33 OF THE LOUISIANA REVISED STATUTES OF 1950, AS AMENDED (LA. R.S. 33:9038.31 *ET SEQ.*); AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31 *et seq.*) (the "Act"), authorizes municipalities and other local governmental subdivisions to create economic development districts to carry out the purposes of the Act, which economic development districts are political subdivisions of the State of Louisiana, and possess such power and authority and have such duties as provided by the Act and other constitutional and statutory authority; and

WHEREAS, the City of West Monroe, State of Louisiana (the "City"), acting through this Mayor and Board of Aldermen as its governing authority (the "Governing Authority"), desires to avail itself of the Act to create an economic development district to be called the "West Monroe ISF Hotels Economic Development District, State of Louisiana" (the "District"), in accordance with La. R.S. 33:9038.32; and

WHEREAS, La. R.S. 33:9038.39 permits economic development districts such as the District to levy hotel occupancy taxes at a rate up to two percent (2%) for authorized purposes; and

WHEREAS, La. R.S. 33:9038.34(O) provides that this Governing Authority may create a special trust fund for the furtherance of economic development projects, as defined in the Act, into which certain new hotel occupancy tax revenues and/or incremental increases in hotel occupancy taxes shall be deposited and loaned, granted, donated, or pledged in furtherance of economic development projects as defined in the Act; and

WHEREAS, in accordance with the Act, particularly La. R.S. 33:9038.32 and La. R.S. 33:9038.39, the City now desires to give notice of its intention to hold a public hearing relative to (1) the proposed creation of the District and (2) the proposed levy of a one percent (1%) hotel occupancy tax therein, which notice shall be published in the City's official journal two (2) times prior to the public hearing, the first publication to appear at least fourteen (14) days before the date of the public hearing; now therefore; and

WHEREAS, a notice in substantially the form attached hereto as **Exhibit A** shall be published two (2) times in the *Citizen*, the official journal of the City.

NOW, THEREFORE,

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the City, that in accordance with the Act, and particularly La. R.S. 33:9038.32 and La. R.S. 33:9038.39, this Governing Authority does hereby give notice of its intention to create an economic development district to be called the "West Monroe ISF Hotels Economic Development District, State of Louisiana," and to levy therein a one percent (1%) hotel occupancy tax pursuant to La. R.S. 33:9038.39 for the purpose of paying the costs of economic development projects as defined in La. R.S. 33:9038.34(M) and La. R.S. 33:9038.36;

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the

governing authority of the City, that publication of the notice in substantially the form attached hereto as **Exhibit A** is hereby approved, and the City Clerk is authorized and directed to publish such notice two (2) times in the official journal of the City, the first publication to appear at least fourteen (14) days before the date of the public hearing;

SECTION 3. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the City, that at the date, time and place set forth in said notice, as published, the Governing Authority will meet in open and public session to hear any objections to the proposed creation of the District and the levy of the hotel occupancy tax therein, and may consider the adoption of ordinance(s) creating the District and levying the hotel occupancy tax;

SECTION 4. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the City, that this Governing Authority finds and determines that a real necessity exists for the employment of special counsel on matters related to the creation of the District, and accordingly, Foley & Judell, L.L.P., of New Orleans, Louisiana, is hereby employed as special counsel for said purpose. The fee to be paid said special counsel shall be an amount computed at hourly rate based on the Attorney General's then current Maximum Hourly Fee Schedule, together with reimbursement of out-of-pocket expenses, and the City Clerk is authorized to pay such invoices as and when presented;

SECTION 5. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the City, that the Mayor and the City Clerk are hereby authorized and empowered to do all acts, sign any and all instruments or documents, and do all things necessary and proper in order to carry out the purposes of this ordinance.

EXHIBIT A

CITY OF WEST MONROE, STATE OF LOUISIANA

NOTICE OF INTENTION

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- c. Lot 4C Of The Resubdivision Of Lot 4 Of The Resubdivision Of Lots 4 & 4B Of The Resubdivision of Lots 4A & 4B Of The Resubdivision Of Lot 4 Of West Monroe Commercial Park Subdivision, Unit 1, Ouachita Parish, Louisiana, the plat of which is filed in Plat Book 28, page 9, records of Ouachita Parish, Louisiana. **Municipal address** 400 Mane Street, (Ouachita Parish assessor parcel # 134256)
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Municipal address of the area where the Indoor Sports Facility will be located is 875 Constitution Dr. (Ouachita Parish assessor parcel # 131617);

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4. **Connecting Streets**

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- 9. Lot 4G of Lots 4F & 4G Of The Resubdivision Of Lot 4 Of West Monroe Commercial Park Subdivision, situated in Sections 32 & 33, T-18-N, R-3-E, Ouachita Parish, Louisiana, the plat of which is filed in Plat Book 29 page 37, records of Ouachita Parish, Louisiana
- 10. That property acquired in that deed of record in Conveyance Book 2423, page 426, records of Ouachita Parish, Louisiana, as thereafter corrected in Conveyance Book 2428 page 132, Conveyance Book 2428 page 135 and Conveyance Book 2428 page 138.
 Municipal address 606 Mane Street, currently Fairfield Inn. Assessor parcel # 130266
- 11. That property acquired in that deed of record in Conveyance Book 2203, page 413, records of Ouachita Parish, Louisiana. Municipal address **601 Mane Street, currently Hampton Inn. Assessor parcel # 107566**
- 12. That property acquired by Chambless Enterprises, LLC in that deed of record in Conveyance Book 2688, page 342, records of Ouachita Parish, Louisiana. **Municipal address -- Mane Street, currently undeveloped. Assessor parcel # 137533**
- 13. Lot 3 of the Resubdivision of Lot 3 West Monroe Commercial Park Sub. In Section 32, T18N-R3E, Ouachita Parish, Louisiana, the plat of which is filed in Plat Book 23, page 45, records of Ouachita Parish, Louisiana. Municipal address 501 Mane Street, currently the Ike Hamilton Expo Center. (Ouachita Parish Assessor parcel # 107568)
- 14. That tract which is located on the <u>south side of Mane Street</u>, West Monroe acquired by Sai Ram Lodging, LLC in that deed of record in Conveyance Book 2468, page 250, records of Ouachita Parish, Louisiana. **Municipal address - 605 Mane Street**, currently undeveloped. Assessor parcel # 131661

PARISH OF OUACHITA

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 Municipal address 935 Constitution Dr. (Ouachita Parish Assessor parcel #137471)
- 9. Lot 4G of Lots 4F & 4G Of The Resubdivision Of Lot 4 Of West Monroe Commercial Park Subdivision, situated in Sections 32 & 33, T-18-N, R-3-E, Ouachita Parish, Louisiana, the plat of which is filed in Plat Book 29 page 37, records of Ouachita Parish, Louisiana
- 10. That property acquired in that deed of record in Conveyance Book 2423, page 426, records of Ouachita Parish, Louisiana, as thereafter corrected in Conveyance Book 2428 page 132, Conveyance Book 2428 page 135 and Conveyance Book 2428 page 138.

 Municipal address 606 Mane Street, currently Fairfield Inn. Assessor parcel # 130266
- 11. That property acquired in that deed of record in Conveyance Book 2203, page 413, records of Ouachita Parish, Louisiana. Municipal address 601 Mane Street, currently Hampton Inn. Assessor parcel # 107566
- 12. That property acquired by Chambless Enterprises, LLC in that deed of record in Conveyance Book 2688, page 342, records of Ouachita Parish, Louisiana. Municipal address - Mane Street, currently undeveloped. Assessor parcel # 137533
- 13. Lot 3 of the Resubdivision of Lot 3 West Monroe Commercial Park Sub. In Section 32, T18N-R3E, Ouachita Parish, Louisiana, the plat of which is filed in Plat Book 23, page 45, records of Ouachita Parish, Louisiana. Municipal address 501 Mane Street, currently the Ike Hamilton Expo Center. (Ouachita Parish Assessor parcel # 107568)
- 14. That tract which is located on the <u>south side of Mane Street</u>, West Monroe acquired by Sai Ram Lodging, LLC in that deed of record in Conveyance Book 2468, page 250, records of Ouachita Parish, Louisiana. **Municipal address - 605 Mane Street**, **currently undeveloped. Assessor parcel # 131661**

PARISH OF OUACHITA

I, the undersigned City Clerk of the City of West Monroe, State of Louisiana (the "City"), do hereby certify that the foregoing pages constitute a true and correct copy of an ordinance adopted by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, acting as governing authority of the City, on March 21, 2023, authorizing the publication of a Notice of Intention to create the West Monroe ISF Hotels Economic Development District, State of Louisiana, and to levy a hotel occupancy tax therein, under the authority of Part II, Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31 *et seq.*); and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature on this, the 21st day of March, 2023.

City Clerk	

CITY OF WEST MONROE

ORDINANCE NO	MOTION BY:		
	SECONDED BY:		

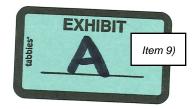
AN ORDINANCE TO AUTHORIZE THE APPLICATION FOR A GRANT TO ASSIST IN THE FUNDING OF THE N 6TH STREET SIDEWALK IMPROVEMENTS PROJECT FROM THE LOUISIANA DEPARTMENT OF TRANSPORTATION & DEVELOPMENT "DOTD TRANSPORTATION ALTERNATIVES PROGRAM", INCLUDING ANY REQUIRED CERTIFICATIONS AND, IF AWARDED, TO AUTHORIZE THE EXECUTION OF ANY AND ALL DOCUMENTATION EITHER NECESSARY OR APPROPRIATE TO ACCEPT THAT GRANT AND PROCEED WITH THAT PROJECT; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Alderman of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to apply for a grant to assist in the funding of the N 6th Street Sidewalk Improvements Project from the Louisiana Department of Transportation & Development "DOTD Transportation Alternatives Program", all as is more fully described on the attached Exhibit "A", including any required certifications and, if awarded, to authorize the execution of any and all documentation either necessary or appropriate to accept that grant and proceed with that project, with that project having a total estimated cost of \$1,040,370.00, of which the City will be responsible for an estimated total of \$440,370.00 as the City's share of the project plus non-includable expenses.

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 Allbritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to execute any and all further documents relating to the grant application and, if awarded, to execute any and all necessary agreements to accept the grant award according to its terms, together with any and all further documents which she determines are either necessary or desirable in order to fulfill the requirements of the grant, all according to the requirements of that program.

The above Ordinance was read and considered by sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, this 21st day of March, 2023, the final vote being as follows:

YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	
	APPROVED THIS 21 st DAY OF MARCH, 2023
CHRISTEN HEATH, CITY CLERK	STACI ALLBRITTON MITCHELL, MAYOR
CITY OF WEST MONROE,	CITY OF WEST MONROE,
STATE OF LOUISIANA	STATE OF LOUISIANA



Louisiana Department of Transportation and Development

2023 APPLICATION FOR FEDERAL PROGRAMS DOTD TRANSPORTATION ALTERNATIVES PROGRAM

COMMUNITIES WITH POPULATIONS BELOW 50,000

			SPONSOR	INFORMATI	ON			
Entity Nam	ne	City of We	est Monroe					
Type of Sp		versity/School	Check	Federal Agen	су	▽ Check	Local Government	
Check	State Gove	ernment	Check	Non-profit		Check	Partnership (if more than 1 explain)	
Check	Other:		-					
Address	2305 N. 7t	h Street						
City	West Mon	roe	_State	LA		Zip (9 digit	s) 71291–5256	
Contact Pe (Signatory)		Staci Albritton Mitche	ell	Title <u>M</u>	layor			
Contact Pe (Responsib		Christen Heath		Title <u>Ci</u>	ity Clerk			
Email	cheath@w	estmonroe.la.gov		Phone # <u>3</u>	18–396–2600			
Fax#				UEI#				
Vendor#				Federal ID				
		<u>B</u>	RIEF PROJE	ECT INFORM <i>A</i>	ATION			
Name of project North 6th Street Sidewalk Improvements								
Roadway o		ame (If different from		North 6th Str	eet			
Preliminary Purpose and Need								
State the Purpose (reason for proposing the project) and Need (problem or issue) Purpose: To provide safe access for pedestrians, connecting a large residential area to the high school, the business								
district, healthcare services, religious facilities, and childcare facilities.								
<u>Need:</u> The existing sidewalk system within the project area contains sections that are broken, missing or otherwise do								
not meet current ADA Standards. Pedestrians are not able to reach the facilities and services above by using the current sidewalk system.								

Brief Project Description (Detailed version is later in the application) This project will replace and repair existing concrete sidewalks. New Striping, and drainage pipe will be installed as required. Length with Project Beginning & Ending Points (If applicable) 5,000 ft along North6th Street from Travis St. to Clayton St. **GPS Coordinates** (32° 30' 31.7", 92° 8' 25.8") to (32° 30' 3.8", 92° 7' 46.5") Project Location (Attach Map) Parish(es) Ouachita 17 State House District No. State Senate District No. 34 Will the Sponsor be obtaining their own consultant (at local cost) for design and CE&I or utilizing a DOTD provided consultant? **DOTD Provided** Own Design Own CE&I **V** \checkmark If hiring your own, please name the consultant: ____ S. E. Huey Co. What is the type of land use adjacent to the project? (Residential, Commercial, Agricultural, School, Government, etc.) Residential, Commercial, School, Religious Are there any drainage issues or features associated with the property site location? Please explain. Yes, Drainage pipe and catch basins will be installed to create space for the new sidewalks within the right-of-way.

FEDERAL COST SHARE REQUESTED, I	OCAL FUNDING AN	ND SOURCE	
Line 1-Total project cost		\$	1,040,370
Line 2-Required Local Funding		\$	440,370
LIST OF SOURCES OF LOCAL FUNDING		А	MOUNT
<u>A-</u>		\$	440,370
<u>B-</u>		\$	
<u>C-</u>		\$	
<u>D-</u>		\$	
TOTAL AMOUNT OF LOCAL FUNDING (Should be equal to Line #	2 above)	\$	440,370
Line 7-Federal Cost Share Requested for Project (Subtract Line 2 from Line 1, Round to nearest \$100)		\$	600,000
CERTIFICA	TION		
The undersigned has authority to sign on behalf of the Sponsor enter into a contract to implement this project. The undersigned accurate to their best knowledge. The undersigned acknowledge that funding and scope of work requested in this application should be approval by LaDOTD. Any additional costs will be borne by the sapplication may also be considered for funding under the Highway	d certifies that all info es that if the project all not be changed fro Sponsor. The undersi	ormation provious or provious is accepted into method in that originally gned understar	ded is complete and o an LPA program ly requested without nds that this
	March 21, 202	3	
Signature	Date		
Mayor	(318) 396-2600		
Title	Phone Number		
Staci Albritton Mitchell			

Printed Name

ESTIMATE OF PROBABLE CONSTRUCTION COSTS N. 6TH STREET SIDEWALK IMPROVEMENTS 2023 DOTDTAP PROGRAM

ITEM	2023 BOIDIAI 1	1.001.7.11.1		т —		TOTAL
NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UI	NIT PRICE	AMOUNT
201-01- 00100	CLEARING AND GRUBBING	1	LS	\$	10,000.00	\$ 10,000.00
202-02- 06100	REMOVAL OF CONCRETE WALKS AND DRIVES	1350	SY	\$	15.00	\$ 20,250.00
202-02- 06140	REMOVAL OF CURBS (CONCRETE)	100	LF	\$	12.00	\$ 1,200.00
203-07- 00200	BORROW (VEHICULAR MEASUREMENT) (SELECTE	100	CY	\$	25.00	\$ 2,500.00
701-03- 01002	STORM DRAIN PIPE (18" RCP/RPVCP)	400	LF	\$	150.00	\$ 60,000.00
701-03- 01002	STORM DRAIN PIPE (24" RCP/RPVCP)	800	LF	\$	170.00	\$ 136,000.00
702-03- 00100	CATCH BASINS (CB-01)	28	EA	\$	6,000.00	\$ 168,000.00
706-01- 00100	CONCRETE WALK (4" THICK)	2700	SY	\$	100.00	\$ 270,000.00
706-02- 00200	CONCRETE DRIVE (6" THICK)	750	SY	\$	110.00	\$ 82,500.00
706-04- 00100	HANDICAPPED CURB RAMPS	16	EA	\$	3,000.00	\$ 48,000.00
707-01- 00200	CONCRETE CURB (BARRIER)	50	LF	\$	50.00	\$ 2,500.00
716-01- 00100	HYDROMULCH	1	LS	\$	7,500.00	\$ 7,500.00
729-01- 00102	SIGN (TYPE A) (FURNISH AND INSTALL)	180	SF	\$	30.00	\$ 5,400.00
729-21- 00100	U-CHANNEL POST	20	EA	\$	100.00	\$ 2,000.00
732-05- 00100	REMOVAL OF EXISTING MARKINGS	1	LS	\$	2,000.00	\$ 2,000.00
732-01- 02040	PLASTIC PAVEMENT STRIPING (8" WIDTH) (THERM)	500	LF	\$	10.00	\$ 5,000.00
732-01- 02080	PLASTIC PAVEMENT STRIPING (24" WIDTH) (THERN	288	LF	\$	40.00	\$ 11,520.00
NS-ENH- 08000	HANDRAILS	50	LF	\$	65.00	\$ 3,250.00
	SUBTOTAL					\$ 827,620.00
Mobilization (5-10						\$ 60,000.00
Traffic Control (2-						\$ 35,000.00
Construction Lay						\$ 25,000.00
Contingencies (0	-10%)					\$ 82,750.00
	CONSTRUCTION COSTS TOTAL					\$ 1,030,370.00
Right-of-Way						\$ -
Utility Relocation						\$ 10,000.00
Miscellaneous						\$ -
	OTHER COSTS TOTAL					\$ 10,000.00
Total Project Cos						1,040,370.00
	ts Eligible for Disbursement					\$ 1,030,370.00
Federal/Local	Federal/Local					58/42
Requested Feder	ral Funds					\$ 600,000.00
Local Match						\$ 440,370.00
			V			

F. M. Huey, P.E., P.L.S. P. C. Taylor, Jr., P.E. T. L. Rainbolt, P.E.



R. L. George, IV, P.E. D. R. Arrington, P.E. B. P. Anzalone, P.E.

March 21, 2023

Honorable Staci Albritton Mitchell - Mayor City of West Monroe 2305 North 7th Street West Monroe, LA 71291

Sent via email: smitchell@westmonroe.la.gov

RE: Recommendation of Award

New Kiroli Road Bridge Over North Tupawek Bayou City of West Monroe Project No. 000175

SEH Project No. 215209

Dear Mayor Mitchell:

Bids on the aforementioned project were taken on March 21, 2023. I have reviewed the three bids turned in (from Merrick, LLC, Womack & Sons Construction, and Hendrick Construction - see attached Certified Bid Tabulation for further information). All bids were higher than my Engineer's Estimate (attached), with the low bidder's price approximately 10% higher.

No discrepancy or unknown in the plans or specifications has been identified that led to higher bids. As such, it is my recommendation that the City of West Monroe award a construction contract for the New Kiroli Bridge over North Tupawek Bayou project to Merrick, LLC. as the lowest responsive and responsible bidder on this project. This recommendation is subject to concurrence of this construction contract award by Louisiana Facility Planning and Control. Please let me know if you have any questions or need anything else.

Sincerely,

S. E. HUEY CO.

Don R. Arrington, P. E.

Attachments: Certified Bid Tabulation

Engineer's Construction Estimate



COST ESTIMATE

NEW KIROLI ROAD BRIDGE OVER NORTH TUPAWEK

KIROLI ROAD

Engineer: DON R. ARRINGTON, P.E.

				ESTIMAT	ED COST
NO.	ITEM	ΩТΥ	UNIT	PRICE	TOTAL PRICE
1	Clearing & Grubbing	1	LS	\$50,000.00	\$50,000.00
2	Removal of Structures & Obstructions (incl. exist. Bridge, Walkway, Piles, Sidewalk)	1	LS	\$25,000.00	\$25,000.00
3	Removal of Asphalt Surfacing and Stabilized Base	420	SY	\$20.00	\$8,400.00
4	General Excavation	300	CY	\$10.00	\$3,000.00
5	Embankment (Excavated and Re-used Material)	300	CY	\$16.00	\$4,800.00
6	Borrow (Vehicular Measurement)	1100	CY	\$20.00	\$22,000.00
7	Temporary Hay or Straw Bales	1	LS	\$1,500.00	\$1,500.00
8	Temporary Silt Fencing	600	LF	\$2.50	\$1,500.00
9	Class II Base Course (12" thick) (Crushed Stone)	600	SY	\$50.00	\$30,000.00
10	Subgrade Layer (12" thick) (Treated below Crushed Stone)	200	SY	\$20.00	\$4,000.00
11	Superpave Asphaltic Concrete	175	TON	\$160.00	\$28,000.00
12	Blocked Out Guardrail - 31", (6'-3" Post Spacing)	260	LF	\$38.00	\$9,880.00
13	Guard Rail End Treatment, MASH (TL-3 Tangent)	2	EACH	\$5,000.00	\$10,000.00
14	Guard Rail Bridge Attachments (Single Thrie Beam)	100	LF	\$100.00	\$10,000.00
15	Concrete Walk (4" thick)	160	SY	\$100.00	\$16,000.00
16	Rip Rap (55 LB, 24" Thick)	125	SY	\$125.00	\$15,625.00
17	Temporary Signs & Barricades	1	LS	\$25,000.00	\$25,000.00
18	Mulch (Vegetative)	1	LS	\$37,500.00	\$37,500.00
19	Seeding	1	LS	\$10,000.00	\$10,000.00
20	Fertilizer	1	LS	\$15,000.00	\$15,000.00
21	Erosion Control System (Slope Protection) (Type A)	500	SY	\$5.00	\$2,500.00
22	Mobilization	1	LS	\$90,000.00	\$90,000.00
23	Sign (Type A) (R2-1) (Speed Limit 15 MPH) (2 Required)	2	EΑ	\$500.00	\$1,000.00
24	Object Marker Assembly (Type 3)	- 6	EA	\$150.00	\$900.00
25	U-Channel Post	10	EA	\$200.00	\$2,000.00
26	Reflectorized Raised Pavement Markings	200	EA	\$8.00	\$1,600.00
27	Pastic Pavement Striping (24" width)	300	LF	\$18.00	\$5,400.00
28	Plastic Pavement Striping (solid Line) (4" width)	0.25	MILE	\$5,000.00	\$1,250.00
29	Construction Layout	1	L\$	\$20,000.00	\$20,000.00
30	Class A1 Concrete - 90 degree Box Culvert Headwalls (incl. footings, reinf)	65	CY	\$1,250.00	\$81,250.00
31	Class A1 Concrete - 45 degree Wing Walls (incl. footings, reinf)	100	CY	\$1,250.00	\$125,000.00
32	Reinforced Concrete Box Culverts (Cast-in-Place or Precast) (10' x 10')	144	LF	\$1,900.00	\$273,600.00
33	Metal Guard Rails (42" High)	75	LF	\$500.00	\$37,500.00
34	Class R Concrete (for Box Culvert Bedding)	65	CY	\$400.00	\$26,000.00
35	Temporary Traffic Control	1	LS	\$10,000.00	\$10,000.00
36	Muck Excavation & Disposal	350	CY	\$30.00	\$10,500.00
37	0	0	0	\$0.00	\$0.00
			1		

SUB-TOTAL CONSTRUCTION COST

\$1,015,705.00

CONTENGENCY @ 10%

\$101,570.50

TOTAL ESTIMATED CONSTRUCTION COST

\$1,117,275.50

Certified Pre-Bid Cost Estimate

Engineer

DON ARRINGTON
LIC, No. 28210

PROFESSIONAL ENGINEER
IN

E



SUMMARY OF BID TABULATION NEW KIROLI ROAD BRIDGE OVER NORTH TUPAWEK BAYOU KIROLI ROAD

Engineer: DON R. ARRINGTON, P.E.

Contractor:	Amount of Bid:
Hendrick Construction	\$1,725,295.95
Womack & Sons Construction	\$1,237,704.00
Merrick, LLC	\$1,224,740.00

CERTIFIED BY:

S. E. Huey Co.

	CHANGE ORDER		No. Dated:	3/21/2023
OWNER'S Contract No.:	000208	ENGINEER'S Proje	ect No.:	215208
Project:	JPAWEK ESTATES SIDEW	'ALK PROJECT		
CONTRACTOR:	C W & W	CONTRACTORS, IN	IC.	
Contract For:	Sidewalk Construction	Contract Date:	Decembe	r 13, 2022
То:	C W & W CONTRACTO	DRS, INC.		
You are directed to make t	he changes noted below in the s	subject Contract:		
		***************************************	City of West I	Monroe
		By: Dated:	Staci Albritton	Mitchell - Mayor 21, 2023
Nature of Changes:	Add maintenance aggregate the Repair irrigation systems dam Remove tree to reduce amou Add retaining wall at beginning	naged during construction. nt of retaining wall needed.		,
Enclosures:	Change Order #1 Detail			
These changes result in the	following adjustments to the Contra	act Price and Contract Time	э:	
Contract Price Prior to This	Change Order:	\$	200,306.1	7
Net Increase Resulting from	this Change Order:	\$	17,296.0	0
Current Contract Price Inclu	iding this Change Order:	\$	217,602.1	7

Page 1

Contract Time Prior to This Change Order:	Days	
Net Add Resulting from This Change Order:	15 Days	
Current Contract Time Including This Change Order:		135 Days
The Above Changes Are Recommended:		S. E. HUEY CO. Project Engineer
	Ву:	Brad Anzalone, P.E.
	Date:	
The above Changes Are Approved As Recommended:	_	City of West Monroe Owner
	Ву:	Staci Albritton Mitchell - Mayor
	Date:	
The above Changes Are Accepted:	_	C W & W Contractors, Inc. Contractor
	Ву:	Glen Warren, President
	Date:	

Project:	ct: TUPAWEK ESTATES SIDEWALK PROJECT Owner: CITY OF WEST MONROE, LA							
Job #:	215208	Ch	ange Orde	r No. 1	Co	ntract Date:		December 12, 2022
Date of Com	pletion:	Amount of Contract:				Contract Days:		
Original:	N/A	Original:	\$200,306.			Original:		120
Revised:	N/A	Revised:	\$217,602.	17		Revised:		135
	Contract Items			Original			Change O	rder No. 1
Item								i
No.	Item Description	Unit	Quantity	Unit \$	Extension	Quantity	Difference	Extension
1	Clearing & Grubbing	LS	1 1	\$6,022.56	\$6,022.56	1	0	\$0.00
2	Removal of Concrete Walks and Drives	SY	279	\$37.52	\$10,468.08	279	0	\$0.00
3	Removal of Concrete Curbs	LF	20	\$15.06	\$301.20	20	0	\$0.00
4	Borrow (vehicular measurement) (select soils)	CY	24	\$29.96	\$719.04	24	0	\$0.00
5	Concrete Walk (4" Thick)	SY	865	\$97.82	\$84,614.30	865	0	\$0.00
6	Concrete Drive (6" Thick)	SY	220	\$94.15	\$20,713.00	220	0	\$0.00
7	Handicappped Curb Ramps	EA	8	\$1,410.69	\$11,285.52	8	0	\$0.00
8	Temporary Signs & Barricades	LS	1	\$5,305.95	\$5,305.95	1	0	\$0.00
9	Speed Bumps	EA	4	\$1,036.89	\$4,147.56	4	0	\$0.00
10	Mobilization	LS	1	\$10,008.74	\$10,008.74	1	0	\$0.00
11	Pedsetrian Signs w/Post	EA	4	\$312.12	\$1,248.48	4	0	\$0.00
12	Relocate Existing Signs	EA	5	\$289.91	\$1,449.55	5	0	\$0.00
13	Plastic Pavement Striping (24" width) (Thermoplastic 125 mil)	LF	160	\$31.21	\$4,993.60	160	0	\$0.00
14	Construction Layout	LS	1	\$8,114.97	\$8,114.97	1	0	\$0.00
15	Adjusting Water Valves and Meter Boxes	EA	3	\$459.19	\$1,377.57	3	0	\$0.00
16	Handrail	LF	52	\$306.11	\$15,917.72	52	0	\$0.00
17	Sidewalk Turndown	SY	29	\$124.77	\$3,618.33	29	0	\$0.00
18	Slab Sodding	SF	8000	\$1.25	\$10,000.00	8000	0	\$0.00
19*	Add maintenance aggregate to keep driveways open during construction.	TON	0	\$90.00	\$0.00	8	8	\$720.00
20"	Repair irrigation systems damaged during construction.	LS	0	\$5,000.00	\$0.00	1	1	\$5,000.00
21*	Remove tree to reduce amount of retaining wall needed.	EA	0	\$500.00	\$0.00	1	1	\$500.00
22*	Add retaining wall at beginning of project to achieve maintainable slope.	LF	0	\$142.00	\$0.00	78	78	\$11,076.00
* - N	ew Item	1		Pro	ject Cost Increase	:		\$17,296.00
		Contr	act Amount:	Original:	\$200,306.17	Revised	:	\$217,602.17
1		1						

	CHANGE ORDER	₹	No. Dated:	March 21, 2023
OWNER'S Contract No.:	000174	ENGINEER'S Proje	ct No.:	215067
Project:	CYPRESS/SLACK SANITA IMPROVEMEN S.E. HUEY PROJECT :	TS		
CONTRACTOR:	JAB	AR CORPORATION		
Contract For:	Sewer Rehabilitation	Contract Date:	Augus	t 28, 2022
To:	JABAR CORPORA Contractor	ATION		
You are directed to make	the changes noted below in the	subject Contract:		
			City of West Owne	
		By: Dated:		n Mitchell - Mayor n 21, 2023
Nature of Changes:	Add 1 conflict box due to dra	inage pipe along Slack Stree	et.	
Enclosures:	Change Order #2 Detail			
These changes result in the	e following adjustments to the Cont	ract Price and Contract Time):	
Contract Price Prior to This	Change Order:	\$	504,128	.70

Page 1

Net Increase Resulting from this Change Order:

Current Contract Price Including this Change Order:

10,802.90

514,931.60

Contract Time Prior to This Change Order:	162 Days	
Net Add Resulting from This Change Order:	5 Days	
Current Contract Time Including This Change Order:		167 Days
The Above Changes Are Recommended:		S. E. HUEY CO. Project Engineer
	Ву:	Brad Anzalone, P.E.
	Date:	
The above Changes Are Approved As Recommended:	_	City of West Monroe Owner
	Ву:	Staci Albritton Mitchell - Mayor
	Date:	
The above Changes Are Accepted:	_	JABAR Corporation Contractor
	Ву: _	John Putnam, President
	Date:	

Page 2

Project:	CYPRESS/SLACK SANITARY SEWER IMPROVEMENTS		Owner:	CITY OF WE	ST MONROE, I	_A		
Job #:	215067	Change Order No. 2		No. 2	Contract Date:		August 28, 2022	
Date of Comp	pletion:	A	nount of Co			Contr		Days:
Original:	N/A	Current:	\$504,128.			Current:		162
Revised:	N/A	Revised:	\$514,931.0	60		Revised:		167
	Contract Items			Current			Change Or	der No. 2
Item								
No.	Item Description	Unit	Quantity	Unit \$	Extension		Difference	Extension
1	14" HDPE DR17 Pipe by Pipe Bursting (Inclusive of Entrance/Exit Pits)	LF	288	\$79.10	\$22,780.80	288	0	\$0.00
2	12" HDPE DR17 Pipe by Pipe Bursting (Inclusive of Entrance/Exit Pits)	LF	1603	\$65.50	\$104,996.50	1603	0	\$0.00
3	10" HDPE DR17 Pipe by Pipe Bursting (Inclusive of Entrance/Exit Pits)	LF	1351	\$54.70	\$73,899.70	1351	0	\$0.00
4	8" HDPE DR17 Pipe by Pipe Bursting (Inclusive of Entrance/Exit Pits)	LF	670	\$48.50	\$32,495.00	670	0	\$0.00
5	15" PVC SDR35 Sanitary Sewer Main (Open Cut)	LF	207	\$109.00	\$22,563.00	207	0	\$0.00
6	Service Reconnect Paved Area (Inclusive of Bedding, Backfill & Crushed Stone)	EA	32	\$1,621.10	\$51,875.20	32	0	\$0.00
7	Service Reconnect Non-Paved Area (Inclusive of Bedding & Backfill)	EA	14	\$1,419.00	\$19,866.00	14	0	\$0.00
8	Point Repair Paved Area (Inclusive of Bedding, Backfill & Crushed Stone)	EA	1	\$2,124.90	\$2,124.90	1	0	\$0.00
9	Point Repair Non-Paved Area (Inclusive of Bedding & Backfill)	EA	3	\$1,905.60	\$5,716.80	3	0	\$0.00
10	Removal of Existing Pavement (Inclusive of Saw Cut)	SY	209	\$51.30	\$10,721.70	209	0	\$0.00
11	Replacement of Exisitng Pavement	SY	209	\$141.90	\$29,657.10	209	0	\$0.00
12	Sanitary Sewer Manhole Lining	VF	55	\$500.40	\$27,522.00	55	0	\$0.00
13	Install Manhole Frame and Cover (To be Furnished by Owner)	EA	12	\$876.10	\$10,513.20	12	0	\$0.00
14	New Sanitary Sewer Manhole (0' to 6' Depth)	EA	8	\$3,800.40	\$30,403.20	8	0	\$0.00
15	Removal of Concrete Walks/Drives (Inclusive of Saw Cut)	SY	40	\$96.20	\$3,848.00	40	0	\$0.00
16	Replacement of Concrete Walks/Drives	SY	40	\$115.60	\$4,624.00	40	0	\$0.00
17	Conflict Box Removal & Replacement	LS	1	\$10,802.90	\$10,802.90	2	1	\$10,802.90
18	Cap Exisitng 12" Sewer Main	EA	2	\$199.20	\$398.40	2	0	\$0.00
19	Abandon Existing 12" Sewer Main w/ Flowable Fill (Approximately 140-LF)	LS	1	\$1,890.50	\$1,890.50	1.00	0	\$0.00
20	Temporary Traffic Control	LS	1	\$4,051.10	\$4,051.10	1.00	0	\$0.00
21	Mobilization	LS	1	\$17,994.10	\$17,994.10	1	0	\$0.00
22	Project Sign	LS	1	\$1,029.60	\$1,029.60	1	0	\$0.00
23	Manhole Frame &Cover	EA	20	\$565.00	\$11,300.00	20	0	\$0.00
24	Sure Seal Cleanout	EA	47	\$65.00	\$3,055.00	47	0	\$0.00
* - Ne	w Item			Pro	ject Cost Increase:	:		\$10,802.90
		Contr	act Amount:	Original:	\$504,128.70	Revised	:	\$514,931.60

STATE OF LOUISIANA

CITY OF WEST MONROE

RESOLUTION NO	MOTION BY:
	SECONDED BY:

A RESOLUTION TO ACKNOWLEDGE FINAL ACCEPTANCE OF STATE PROJECT No. H.012279, ENDOM BRIDGE APPROACH REALIGNMENT, OUACHITA PARISH; TO PROVIDE THAT THE CITY WILL AGREE TO MAINTAIN THOSE IMPROVEMENTS; TO PROVIDE FOR AN EFFECTIVE DATE; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, a final inspection of State Project No. H.012279, entitled Endom Bridge Approach Realignment, Ouachita Parish, has now been made; and

WHEREAS, all phases of work under the contract with Bentz Construction Group, LLC concerning the State Project No. H.012279 entitled Endom Bridge Approach Realignment, Ouachita Parish, are final;

WHEREAS, the State of Louisiana requires a resolution of completion, satisfaction and acceptance of this work by the City of West Monroe;

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 the City of West Monroe does hereby accept State Project No. H.012279, entitled Endom Bridge Approach Realignment, Ouachita Parish, as satisfactorily completed in accordance with the contract with Bentz Construction Group, LLC, for improvements to the roadway approaches to the Endom Bridge within the City of West Monroe, Ouachita Parish, Louisiana.

SECTION 2. BE IT FURTHER RESOLVED, by the Mayor and the Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened that the City of West Monroe will now maintain the improved and re-aligned roadways and any improvements which were constructed or repaired by the project.

SECTION 3. BE IT FURTHER RESOLVED, by the Mayor and the Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, the Mayor or her designated representative for the City of West Monroe is hereby authorized to execute any and all documents pertaining to the final acceptance of this project.

SECTION 4. BE IT FURTHER RESOLVED, by the Mayor and the Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that if any provision

or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications which can be given effect without the invalid provisions, items or applications, and to this and, the provisions of this resolution are hereby declared severable.

SECTION 5. BE IT FURTHER RESOLVED, by the Mayor and the Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that this resolution shall take effect immediately.

SECTION 6. BE IT FURTHER RESOLVED, by the Mayor and the Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that all resolutions or parts thereof in conflict herewith are hereby repeated.

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 21st day of March, 2023, voted on by yea and nay vote, passed and adopted, the final vote being as follows:

	6
YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	
	APPROVED THIS 21ST DAY OF MARCH, 2023
CHRISTEN HEATH, CITY CLERK CITY OF WEST MONROE	STACI ALBRITTON MITCHELL, MAYOR CITY OF WEST MONROE
STATE OF LOUISIANA	STATE OF LOUISIANA

STATE OF LOUISIANA

CITY OF WEST MONROE

ORDINANCE NO	MOTION BY:
	SECONDED BY:

AN ORDINANCE TO AUTHORIZE EXECUTION OF THE "COOPERATIVE ENDEAVOR AGREEMENT BETWEEN STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, OFFICE OF COMMUNITY DEVELOPMENT ("OCD") AND ROAD HOME CORPORATION DBA LOUISIANA LAND TRUST AND CITY OF WEST MONROE FOR THE LOUISIANA WATERSHED INITIATIVE BUYOUT PROGRAM"; 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 in order to facilitate the implementation of a voluntary buyout and housing incentive program by the State of Louisiana, Division of Administration, Office of Community Development, through which Road Home Corporation dba Louisiana Land Trust will acquire eligible properties, clear the properties of any structures prohibited by the program, and transfer the property subject to open space deed restrictions in accordance with the program requirements, Staci Albritton Mitchell, as the Mayor of the City of West Monroe, is hereby authorized to enter into the "Cooperative Endeavor Agreement Between State of Louisiana, Division of Administration, Office of Community Development ("OCD") and Road Home Corporation dba Louisiana Land Trust and City of West Monroe For Louisiana Watershed Initiative Buyout Program", all as more fully set forth in that agreement which is attached as Exhibit "A".

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as the Mayor of the City of West Monroe, Louisiana be and she is hereby further authorized to take any and all actions, including the further negotiation and modification of the terms and provisions of that Cooperative Endeavor Agreement described above as she determines are beneficial, necessary or appropriate, and thereafter authorized to sign that modified Cooperative Endeavor Agreement on behalf of the City of West Monroe, Louisiana, and to take any action or execute any further documents she deems either necessary or proper to carry out the provisions of the foregoing.

The above Ordinance was read and considered by sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, this 21st day of March, 2023, the final vote being as follows:

YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	
	APPROVED THIS 21ST DAY OF MARCH, 2023
CHRISTEN HEATH, CITY CLERK CITY OF WEST MONROE STATE OF LOUISIANA	STACI ALBRITTON MITCHELL, MAYOR CITY OF WEST MONROE STATE OF LOUISIANA



Cooperative Endeavor Agreement Between

State of Louisiana, Division of Administration, Office of Community Development ("OCD") and

Road Home Corporation dba Louisiana Land Trust and City of West Monroe

For Louisiana Watershed Initiative Buyout Program

- I. Parties. This Cooperative Endeavor Agreement ("Agreement") is entered by and between the State of Louisiana, Division of Administration, Office of Community Development ("OCD"), and Road Home Corporation, a Louisiana Non-Profit Corporation, doing business as Louisiana Land Trust, hereinafter sometimes referred to as ("LLT"), and City of West Monroe (hereinafter sometimes referred to as the "Local Participating Government" or "LPG"), each represented by their undersigned authorized representatives. This Agreement is effective as of the date on which all Parties have affixed their signature. OCD, LLT and the LPG may sometimes be collectively referred to as the "Parties" and individually, as a "Party".
- **II. Purpose of Agreement**. The purpose of this Agreement is to facilitate the implementation of a voluntary buyout and housing incentive program ("the Program") by OCD, through which LLT will acquire eligible properties, clear the properties of any structures prohibited by the program, and transfer the property subject to open space deed restrictions in accordance with the program requirements. This Agreement details the disposition of property acquired through the Program.

The Program will benefit the LPG by reducing areas subject to flood damage and expanding areas to assist in flood control and mitigation.

The parties acknowledge the following:

- No funds are obligated by or to any Party under this Agreement.
- The LPG has proposed the geographic area in which it desires the Program to be made available.
- OCD, with the assistance of LLT, will administer the Program; LLT's participation is the subject of a separate cooperative endeavor agreement between OCD and LLT which is not amended or modified by this Agreement.
- The LPG will participate in outreach efforts to maximize local public awareness and participation in the Program.

- The LPG is aware that in proposing the Program, it is obligating itself to be responsible for the disposition of the property acquired through the Program in a manner consistent with the Program requirements.
- The LLT is aware that demolition of any of the prohibited structures, located on properties received from eligible buyout grant recipients, must be consistent with Program requirements.
- Demolition by LLT will be limited to the structures on individual parcels acquired; LPG will be responsible for demolition and removal of all other improvements (i.e. streets and roads, utility service) appropriate for area ultimately purchased and modification of topography as may be necessary for incorporation of the area into the flood plans. The parties may include a separate addendum to this Agreement listing specific measures to be undertaken by the LPG.
- The LPG shall accept ownership of the property, or alternatively may designate another political subdivision, land trust or similar non-profit (LPG's Designee) to accept ownership of the property, subject to the open space deed restrictions included in the open space conservation servitude required by the Program; the property may not thereafter be transferred without the written consent of the Executive Director of OCD.
- The LPG is responsible for monitoring the property for compliance with the Conservation Servitude and enforcing removal of any prohibited structures in violation of the terms of the conservation servitude encumbering the acquired property.
- III. Commitment of LPG: LPG's obligations relating to the disposition of the property and compliance with the deed restrictions are detailed more fully in the Statement of Work in Exhibit A. Prior to initiating any activities under the Statement of Work, detailed in attached Exhibit A, the LPG shall coordinate with LLT and OCD and submit for approval any approaches, policies, and procedures which OCD and LLT deems appropriate in furtherance of this Agreement. All activities under this Agreement must be compliant with, and within the scope of, the federal appropriations, federal regulations, federal register notice requirements and approved action plans which are applicable to the CDBG funded real estate transferred in this Agreement.
- **IV. Designated Area for Program**: Certain portions of the Mount Gilead Subdivision, Heard Subdivision JF 1st ADDN, Parkwood ADDN and West Monroe Commercial Center located in the City of West Monroe. See attached Exhibit B. If OCD determines that there is insufficient participation of eligible property owners in the designated area, it may either reduce the area in which they Program is offered or discontinue the Program.
- **V. Program Budget**: \$10,000,000, inclusive of administrative and program delivery expenses of OCD and LLT.

VI. Recitals

WHEREAS, Article VII, Section 14 (c) of the Constitution of the State of Louisiana provides, "For a public purpose, the State of Louisiana and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual", and

WHEREAS on February 9, 2018, the President signed Public Law 115-123, which included an appropriation of \$28 billion to HUD, of which HUD allocated \$1,213,917,000 of Community Development Block Grant ("CDBG") funds to the State of Louisiana for the specific purpose of mitigation activities ("CDBG-MIT"). Federal requirements for this funding were published in the Federal Register. 84 FR 45838 (August 2019), and

WHEREAS on February 20, 2020, HUD approved Louisiana's Master Action Plan for the Utilization of CDBG-MIT Funds (the "Action Plan") in the amount of \$1,213,917,000 and the Action Plan has an allocation of \$327,757,590 to State Projects and Programs, and

WHEREAS the State of Louisiana will conduct large-area buyouts for families within repetitive loss areas, areas subject to moderate or high flood risk and/or within FEMA designated floodways, and

WHEREAS, pursuant to Louisiana Revised Statute §40:600.61 et seq., the Louisiana Road Home Corporation was created for the health and welfare of the public, the acquisition, disposition, purchase, renovation, improvement, leasing, or expansion of housing stock. The Louisiana Road Home Corporation is a Louisiana non-profit corporation doing business as the Louisiana Land Trust.

WHEREAS, the goal of the CDBG-MIT buyout program is to mitigate future risks and damages resulting from flooding and other impacts from disasters by buying out high-risk properties and returning these properties to open and/or green space.

WHEREAS, the actions of the OCD, LLT and the LPG will result in a public benefit described in detail in this Agreement not disproportionate to the consideration of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual representations, warranties, and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

VII. PARTY RESPONSIBLITIES

State of Louisiana, Division of Administration, Office of Community Development ("OCD" or "State")

To administer the CDBG-MIT program, under the terms of its Grant Agreement with HUD, and, in compliance with this Grant Agreement, OCD will provide oversight management of the mitigation buyout program including outreach, citizen participation, grant applicant eligibility, targeted property environmental reviews, property eligibility reviews, program

policy development, and ongoing technical assistance to LLT and LPG in the property transfer process, and will provide monitoring oversight of the properties acquired by LLT, and the LPG, to ensure compliance with all CDBG regulatory requirements with respect to the properties acquired through the mitigation buyout program.

Road Home Corporation dba Louisiana Land Trust ("LLT")

As a subrecipient in the CDBG-MIT program, to receive, maintain, and as applicable, demolish and remove all structures, and dispose of properties, which are to be transferred to LLT at a CDBG-DR funded buyout closing, and to be subsequently disposed to the LPG or OCD approved transferred designated by the LPG.

<u>City of West Monroe</u> (the "City" or "LPG")

To receive, maintain, dispose, and restrict use of properties acquired through the Program in compliance with Program requirements; to confirm and report on ongoing compliance of use of the property, and incidents of non-compliance on a periodic basis as required by the requirements of the CDBG-MIT program.

A. Goals and Objectives

The goal of this Agreement is to mitigate future risks and damages resulting from flooding. The objectives are to assist families living in high-risk areas to relocate to safer areas outside of the Special Flood Hazard Area and to protect surrounding neighborhoods and communities from future flooding and other impacts from disasters by buying out high-risk properties and returning those properties to open and/or green space.

B. Implementation of Agreement

Cooperation with HUD and OCD

LPG hereby binds itself, certifies, and assures that it will comply with all federal, state, and local regulations, policies, guidelines, and requirements, as they relate to the application and use of state and federally funded property, as well as any state and federal funds, to the extent applicable. The Parties expressly acknowledge that the matters which are the subject of this Agreement are under the CDBG Mitigation Program administered by HUD, which by its emergency nature is subject to ongoing modification and clarifications. The LLT's obligations under this Agreement are subject to compliance with applicable statues and regulations of the CDBG program, as modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD. LPG agrees that in connection with its rights and responsibilities under the Agreement, it shall cooperate with HUD, OCD, and the LLT regarding the administration and audit of the Program, including compliance with various operating and reporting procedures which may hereafter be promulgated by the OCD and/or HUD.

In the event costs are disallowed by any monitoring, audit, or oversight of either the State or Federal Government, including the U.S. Department of Housing and Urban Development, the Inspector General of the United States, the Louisiana Legislative

Auditor, the Louisiana Inspector General, or any other duly authorized party, the LPG shall be responsible for remitting these funds to the OCD. Failure to complete the Project described in the Statement of Work may constitute a basis for disallowance of costs.

C. Contract Monitor / Performance Measures

The contract monitor for the OCD on this Agreement is the Executive Director of OCD, or designee. The performance measures of this Agreement shall include the successful performance and completion of LPG's obligations as provided in this Agreement and any attachments. LPG shall submit to OCD, on a schedule and dates to be provided by the OCD, but no less than an annual basis, a report of project progress and beneficiary data in a format to be provided by the OCD. LPG shall also comply with provisions of 2 CFR 200 regarding the monitoring and reporting of program performance and shall provide the OCD with any additional progress and beneficiary data to OCD as required by federal and state law. LPG shall also submit annual reports to OCD, of tax assessment data for all CDBG Mitigation funded properties acquired by LPG, and other monitoring data, as required by OCD, to allow OCD to ascertain LGP's compliance with the terms of the Conservation Servitude. The OCD will monitor the data provided by the LPG to ascertain whether each mitigation funded property continues to be used by the LPG, or its designees or subsequent transferees, in compliance with the terms and conditions of the Conservation Servitude executed and recorded by the LPG. The LLT may be required by the OCD to provide the OCD with information and assistance necessary to conduct such monitoring, including but not limited to, updated property and program income tracking information.

D. Deliverables (Due date to be agreed upon by the Parties)

Monthly progress reports including, but not limited to:

- Report on all properties, activities and developments on properties acquired through this Program.
- Schedule of properties LPG agrees to accept and timeline for acceptance.
- Program income reports
- Any other additional information LLT may require and/or more frequently provided information from LPG if it is determined by LLT and/or OCD to be required.
- Annual Report, sent to OCD and LLT, incorporating the current use of the Property owned by LPG, or its designated transferee, with a certification signed by LPG, validating current use of Property.

VIII. TERM OF AGREEMENT; TERMINATION OR SUSPENSION OF AGREEMENT

A. Term of Agreement

This Agreement is effective on the date (the "Effective Date") on which all Parties have affixed their signature. The Agreement term will Begin on the Effective Date and End on the date of Closeout of the OCD Statewide Buyout Program funded with CDBG Mitigation funds, under the 2018 Action Plan, approved by HUD.

B. Termination / Suspension for Cause

The OCD may, after giving reasonable written notice specifying the Effective Date, suspend or terminate this Agreement in whole or in part if the LPG materially fails to comply with any terms of this Agreement, which shall include, but not limited to the following:

- 1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, executive orders, and HUD guidelines, policies or directives as may be applicable at any time.
- 2. Failure, for any reason, of LPG to fulfill in a timely and proper manner the obligations under this Agreement.
- 3. Submission by LPG of reports to the OCD, HUD, or either of their auditors of reports that are incorrect or incomplete in any material respect, provided LPG is given notice of said failure and fails to correct the same within a reasonable amount of time.
- 4. Improper use of program funds generated from the sale of the CDBG Mitigation funded properties received and resulting from this Agreement.
- 5. Improper use of a CDBG Mitigation funded property when such use is noncompliant with the Conservation Servitude executed by the LPG as a condition of LPG's receipt of the respective property.

If, through any cause, LPG shall otherwise fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if LPG shall violate any of the covenants, agreements, or stipulations of this Agreement, the OCD shall thereupon have the right to terminate this Agreement by giving written notice to LPG of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination.

C. Termination for Convenience

The OCD may terminate the Agreement in whole or in part at any time by giving at least thirty (30) days prior written notice to LPG. LPG shall be entitled to expend any program income received from the transfer of properties, if such requests for expenditures represent expenditures on eligible activities satisfactorily completed, and

the transfer of the property from which the program income derived, or ultimate use of the property transferred, does not violate the use restrictions imposed by the Conservation Servitude encumbering the property.

D. Termination Due to Unavailable Funding

LLT's obligations under this Agreement shall be supported with funding other than that controlled by this Agreement through a separate agreement between LLT and OCD. The continuation of this Agreement is contingent upon the appropriation and release of funds to the OCD and LLT to fulfill the requirements of this Agreement. Failure of the appropriate authorities to approve and provide an adequate budget to the OCD or LLT for fulfillment of the Agreement terms shall constitute reason for termination of the Agreement by either Party.

In the event of termination (including by expiration) of this agreement, LPG is obligated to accept all property acquired by LLT prior to termination. LPG's obligations governing the use and disposition of the properties will survive termination of this agreement, including all audit, records and program income requirements.

E. Program Income Fund Upon Termination/Expiration.

In the event this Agreement is terminated or expires pursuant to any of the provisions contained herein, all Program Income on hand, if any, derived or attributable to the properties acquired in this Agreement, shall be remitted by LPG or the LPG Designee to the OCD.

IX. ADMINISTRATIVE REQUIREMENTS

A. Documentation and Record-Keeping

1. Records to be Maintained

LPG shall maintain all records required by 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

- a. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance.
- b. Records deemed necessary by the OCD to assure proper accounting for all project funds; and
- c. Other records necessary to document compliance with Subpart K of 24 CFR Part 570, regarding environmental requirements.

2. Retention of Records

LPG shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after closeout of OCD's federal grant funding the Program. LPG will be notified of the closeout date by OCD/DRU.

3. Access to Records

The OCD, the Division of Administration ("DOA"), the State Legislative Auditor, HUD, the Comptroller General of the United States, and any of their duly authorized representatives or agents shall have access to any books, documents, papers and records of LPG which are directly pertinent to this Agreement for the purpose of audits, examinations, and making excerpts and transcriptions.

4. Audits and Inspections

It is hereby agreed that OCD, the DOA, the Legislative Auditor of the State of Louisiana, HUD, Office of Inspector General, HUD monitors, the Comptroller General of the United States, the Office of Inspector General, Federal Emergency Management Agency (FEMA), the FEMA Administrator and auditors contracted by any of them shall have the option of auditing all records and accounts of LPG and/or its designee that relate to this Agreement at any time during normal business hours, as often as necessary, to audit, examine, and make excerpts or transcripts of all relevant data upon providing LPG, or its designee, as appropriate, with reasonable notice. LPG and/or its designee shall comply with all relevant provisions of state law pertaining to audit requirements, including La. R.S. § 24:513 et seq. Any deficiencies noted in audit reports must be cleared by the reviewing governmental entity within thirty (30) days after receipt by LPG and/or its designee, as appropriate.

Failure of LPG and/or its designees or contractors to comply with the referenced audit requirements will constitute a violate of this Agreement and may, at OCD's option, result in either return of program income derived from the transfer of properties, and, to the extent applicable, return of funds paid under this Agreement. LPG and/or its designees or contractors hereby agree to have an annual audit conducted in accordance with current State policy governing LPG and its contractor's audits, and 2 CFR 200.

A quasi-public agency or body as defined in LA R.S. 24.513A(1)(b) shall comply with the provisions of La R.S. 24:513H(2)(a) by designated an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.

B. Discrimination and Compliance Provisions

LPG and its designee agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; Section 109 of the Housing and Community Development Act of 1974; and the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 et seq.; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010), as well as all applicable provisions not mentioned are deemed inserted herein.

LPG and its designees or contractors agree not to discriminate unlawfully in its employment practices, and LPG will perform its obligations under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, age or disabilities.

Any act of unlawful discrimination committed by LPG or its designees or contractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

C. Program Income

1. Recording Program Income

LPG and its designee shall submit a quarterly report to the OCD detailing receipt of program income, which is defined in 24 CFR 570.500(a).

2. Remittance of Program Income

All program income shall be remitted to the OCD pursuant to a schedule provided by the OCD, unless LPG or its designee has received written approval from OCD for eligible program income activities to use the program income.

A. Amendments

The OCD, LLT, or LPG may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization. Amendments hereto shall not invalidate this Agreement, nor relieve or release the OCD, LLT, or LPG from its obligations under this Agreement.

The OCD may require a written amendment to this Agreement to conform the Agreement to federal, state and local governmental laws, regulations, executive orders, guidelines, policies and available funding amounts. Failure of LLT or LPG to execute the written amendment required by the OCD may constitute, at the OCD's discretion, a basis for termination of this Agreement for cause.

B. No Assignment

No Party may transfer or assign this Agreement or transfer or assign any of its rights or assign any of its duties hereunder without the express written consent of the other Party. However, if the parties do mutually agree to an assignment, all rights and obligation set forth herein shall inure to the benefit of the parties and to their respective successors and assigns.

C. Severability

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

D. Entire Agreement

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

E. No Authorship Presumptions

Each of the Parties has had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption

shall arise or adverse inference be drawn by virtue of authorship. Each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any Person that becomes a Party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.

F. Applicable Law, Venue and Controversies

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Agreement. Any claim or controversy arising out of this Agreement shall be resolved under the process set forth in La. Revised State 39:1672.2-1672.4. Exclusive venue and jurisdiction shall be vested in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

G. Delay or Omission

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement 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.

H. Notices

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

To the OCD:
Executive Director
State of Louisiana
Division of Administration
Office of Community Development
P.O. Box 94095
Baton Rouge, Louisiana 70804

To LLT: Chairman of the Board of Directors Road Home Corporation 11100 Mead Rd., Suite 200 Baton Rouge, Louisiana 70816

To LPG: City of West Monroe Chief of Staff, Mayor's Office 2305 N 7th Street West Monroe, LA 71291 (318) 396-2600 chornsby@westmonroe.la.gov

I. No Third Party Beneficiary

Nothing herein is intended nor deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement. This provision shall not limit any obligation which either party has to HUD in connection with the use of CDBG funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

J. Provision Required by Law Deemed Inserted

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

(Balance of this page left blank intentionally.)

THUS DONE AND SIGNED on the date(s) noted below but effective as of the date given above:

Item 15)

STATE OF LOUISIANA, OFFICE OF COMMUNITY DEVELOPMENT

Signed:	
	Date
Name:	
Title:	
ROAD HOME CORPORATION d/b/a LO	UISIANA LAND TRUST
Signed:	Date
Name:	
Title:	-
CITY OF WEST MONROE	
Signed:	Date
Name:	_
Title:	_
City of West Monroe Mitigation Buyout CEA	

EXHIBIT A

STATEMENT OF WORK BUYOUTS

Louisiana Land Trust

Project Tasks:

- 1. Dispose of properties to include the transfer of properties to the City, local governments, non-profits or other identified private and/or public recipients ("LPG or its designated entity").
- 2. Coordinate with the LPG, or its designated entity, the schedule for transferring properties from LLT to the LPG, or its designated entity. LLT will provide written notice to the LPG of each parcel of property available for transfer, upon LLTs completion of all structure demolition, maintenance, environmental reviews, title reviews, and title curative work for each parcel.
- 3. Coordinate with the LPG, or its designated entity, to transfer public utilities, public space, or other designated pieces of property to the end recipient.
- 4. Dispose of parcels to end recipient (s)
- 5. Monitor, track and report on all properties and developments until final disposition to LPG or other end recipient (s).

Categories of Tasks:

A. Acquisition of Properties -

LLT will coordinate with Mitigation Buyout Program Manager, Title Attorneys, and Limited Legal Services, to verify when parcel is ready for acquisition by LLT, subject to any programmatic requirements regarding eligibility and assistance for relocation of occupants.

LLT will coordinate with LPG to confirm blight enforcement actions are delayed with an imminent pending transfer of parcel to LLT. Upon confirmation of transfer to LLT, any blight liens against parcel will be waived by the LPG.

B. <u>Demolition of Properties</u>

- Demolish and remove existing structures, including flatware, located on immovable property received from homeowner/buyout grant recipient.
- Confirm demolition activity complies with CDBG-MIT Program, federal, and state regulatory requirements.

C. Maintenance

- Perform post grant closing interim property maintenance activities necessary from date of LLT's acquisition until the date of LLT's final disposition of the property to the LPG, or its designated entity.

D. Transfer of Properties to LPG, or its designated entity.

Coordinate with LPG and LLT's Title Insurance Vendor to schedule closings of properties to LPG, or designated entity. Prior to closing, LLT will provide the LPG, or designated entity, with title commitment for an Owner's Title Policy for each parcel of property pending transfer to LPG, or designated entity.

Transfer Instrument

- 1. Provide transfer instrument for execution by LPG, or designated entity, for applicable property being transferred.
- 2. Obtain appropriate LPG, or designated entity, resolutions necessary for transfer of property to LPG or designated entity.

Open Space Conservation Servitude

In coordination with the State of Louisiana, Office of Community Development LLT will provide to the LPG, or designated entity, the required open space Conservation Servitude to be included with each transfer instrument of property transferred and recorded in the clerk of court's office of the City in which the applicable property is located.

Title and Closing Performance Measures

The LLT shall conduct all dispositions of parcels of the Property in compliance with the Title and Closing Performance measures contained in Appendix A attached to this Agreement.

STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, OFFICE OF COMMUNITY DEVELOPPMENT ("OCD")

To administer the CDBG-DR mitigation program, under the terms of its Grant Agreement with HUD, and, in compliance with this Grant Agreement, OCD will provide oversight management of the mitigation buyout program including outreach, citizen participation, grant applicant eligibility, targeted property environmental reviews, property eligibility reviews, program policy development, and ongoing technical assistance to LLT and City in the property transfer process, and will provide monitoring oversight of the properties acquired by LLT, and the City, to ensure compliance with all CDBG regulatory requirements with respect to the properties acquired through the mitigation buyout program.

Environmental Review Processes and Obligations.

- Responsible entity for performing environmental reviews will be State of La, DOA, OCD. All environmental reviews will be completed by OCD, prior to disposition of property from LLT to LPG.
- Immediately after ownership acquisition by LPG or its designated entity, the acquired property will be encumbered with the required Conservation Servitude, with the property subject to monitoring by LPG, LLT, and OCD to confirm use is compliant with conservation servitude. No subsequent transfer of the property from the LPG, or designated entity, will be allowed without written authorization of the Executive Director of OCD. A clause requiring such authorization prior to subsequent transfer will be included in the language of the transfer instrument from LLT to LPG or its designated entity.

LOCAL PARTICPATING GOVERNMENT

- 1. Acceptance of Property: Upon completion by Louisiana Land Trust of all structure demolition, lot clearing, flat ware removal, environmental clearance, and title curative activities, the LPG will agree to accept by donation from the Louisiana Land Trust, each parcel of immovable properties within the Designated Property contained with the boundaries of the attached PLAT (See Attached Exhibit B).
- 2. The LPG can designate a non-profit or another political subdivision to receive the property from the LLT. The receiving entity must obligate itself to handle the property, cooperate with inspections, audits, monitoring, and reporting requirements with LPG, LLT, OCD, and HUD, and remit Program Income in accordance with the terms of this Agreement.
- 3. <u>Timeline for Acceptance of Property</u> The timeline for acceptance of title to a parcel of property, will be within 60 days of receiving a transfer notice from LLT, subject to any title curative delays necessary to provide the City a clear title to the parcel of property.
- 4. <u>Resolution or Ordinances.</u> The City shall obtain necessary authorization from City Administration to facilitate the transfer the Property to the City. Any designee receiving the property must similarly have all necessary authorizations, by ordinance or resolution, as appropriate.
- 5. <u>Conservation Servitude</u> As consideration for receiving from LLT the CDBG-DR mitigation funded property, the City agrees to execute an Open Space Conservation Servitude, in favor of the State of Louisiana, Division of Administration, Office of Community Development.

6. Disposition and Use of Property

Transfer of the any property to a person or entity other than the LPG, or from the LPG, shall only occur after adoption of an ordinance by the relevant City or municipal jurisdiction in which the property is located prohibiting the issuance of building permits for structures in violation of the open space covenants included in the Conservation Servitude.

Transfer of the property from the LPG, or its designated entity, shall be subject to the open space covenants of the Conservation Servitude but otherwise in accordance all statutes governing the sale or transfer of other immovable property owned by the LPG, or designated entity.

In the event that the use or transfer of the property generates revenue to the LPG, or its designee, the revenue shall be treated as Program Income applicable to real property acquired with Community Development Block Grant funds and remitted to OCD.

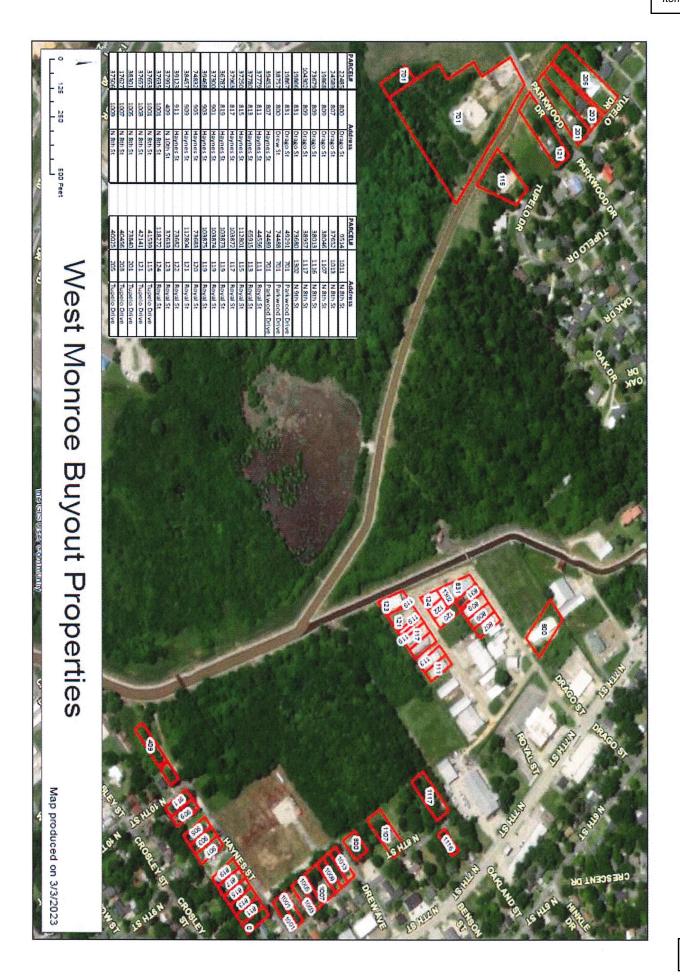
Direct Management of the Property

LLT shall be responsible for the maintenance of the Property <u>until</u> the effective date of the transfer of the parcel to the LPG or its designee. Maintenance by LLT shall include but is not limited to grass cutting, removing debris, making repairs, security, cleaning, clearing, performing demolitions, and attending to any other special needs of the property.

Item 15)

PLAT OF DESIGNATED AREA FOR PROGRAM CITY OF WEST MONROE





TITLE TRANSFER AND PERFORMANCE MEASURES

The LLT shall comply with the following title and performance measures:

- 1. Title review will begin upon LLT's receipt of a List of Properties the LPG has identified as ready for transfer to the LPG, or designee, completion of all Environmental Reviews by the OCD for the identified property, and substantial completion of demolition work. ("Properties Ready for Closing")
- 2. LLT shall complete the title review within 30 days of proper vetting by LLT of the list of "Properties Ready for Closing". LLT will begin the title review approximately 30 days prior to the scheduled transfer date. LLT must manage the title review process to minimize cost associated with title commitments becoming stale dated.
- 3. Within 30 days of a title commitment being issued, LLT shall deliver a closing document package to the transferee, either the LPG, or LPG's designee. A closing date shall be scheduled accordingly and mail away closings to the appropriate authorized signers will be coordinated by LLT's title vendor. If the transferee objects to any exceptions on the title commitment, clearing the objections will be arranged by with LLT's title vendor. If the title exceptions cannot be cleared to meet transferee's requirements, then LLT shall dispose of the property in accordance with this Agreement.

4. Property Transfer Schedule – notice requirements

- <u>Bundling of properties</u> <u>LLT</u> will transfer bundles of parcels (upon verification of completion of all demolition, title clearing, and environmental review processes) to the LPG, or its designee.
- Notice of Transfer and Title –

LLT: On the first working day of each month, LLT shall provide to LPG (1) a list of new parcels of the Property in LLT's inventory ("New Inventory Notice") and (2) a list of all parcels of the Property available for transfer to LPG, or LPG's agent ("Transferable Property Notice"). Property "available for transfer" means all parcels which (i) have been cleared for transfer by the OCD Environmental Officer at the conclusion of all demolition and lot clearing activities; (ii) are free of liens arising from past due and outstanding property taxes, fees, or assessments (including interest or other legal surcharges) levied by taxing or assessment authorities; (iii) have marketable title, with no outstanding liens or encumbrances other than those shown as title exceptions on the title insurance policy insuring LLT for that parcel. Any parcel for which LLT has knowledge of an outstanding deficiency in the Buyout grant process that impairs the validity of the

parcel's conveyance to LLT, or the correctness of the legal description in the instrument vesting title in LLT, shall not be included in the "Transferable Property Notice." Any dispute between or among the parties as to whether title is marketable shall be resolved based on the Louisiana State Bar Association's Committee on Title Standards.

Inventory and Title Status Reports. Upon Effective date of this Agreement, and quarterly thereafter, LLT shall provide to LPG, or LPG's agent or designee, a written report detailing the status of each parcel of the Property in LLT's inventory. The report shall include information regarding the status of the title curative work, environmental clearance, and demolition as applicable. LLT shall promptly respond to inquiries from LPG, or LPG's agent, as to the status of any of these properties from time to time.

LPG: Within 30 days of receipt of the New Inventory Notice, the LPG or LPG's agent, shall provide a list to LLT identifying those parcels of Property which it will accept by Act of Transfer. The LPG understands that for every parcel received, the LPG will execute and record the required Conservation Servitude attached with the Transfer Instrument (Example Transfer Instrument and Conservation Servitude Attached as Appendix B). Through an instrument substantially similar with the transfer instrument attached as Appendix B, the LPG or LPG agent, shall accept title to those parcels of Property identified in the Transferable Property Notice within Thirty (30) days after receipt of the Transferable Property Notice, unless LPG directs LLT in writing to transfer specific parcels to designated third parties within the same time constraints. All parcels transferred, whether by LLT to the LPG, or designated third party, will be transferred with the perpetual conservation servitude remaining attached to the property's title records. If the LPG, or LPG's agent, fails to timely accept title to each parcel of the Property identified in the Transferrable Property Notice, the LLT may dispose of the parcels of the Property not timely accepted by the LPG, or LPG designee or agent, in compliance with the provisions of this Agreement and the Action Plan or any of the Action Plan Amendments for the Buyout Mitigation Program, subject to the approval of the State of Louisiana, Division of Administration, Office of Community Development.

APPENDIX B

TRANSFER INSTRUMENT AND CONSERVATION SERVITUDE

ACT OF TRANSFER

STATE OF LOUISIANA CITY OF WEST MONROE

BE IT KNOWN, that on the dates, at the places identified and before us, Notaries Public, duly commissioned and qualified in and for our respective jurisdictions and in the presence of the undersigned competent witnesses, in whose presence this act is passed and executed,

PERSONALLY CAME AND APPEARED:

ROAD HOME CORPORATION (TIN: xx-xxx4376), a/k/a Road Home Corporation d/b/a Louisiana Land Trust, a Louisiana non-profit corporation created under and pursuant to the provisions of La. R.S. §40:600.61 through 40:600.66, inclusive, domiciled in the Parish of East Baton Rouge, State of Louisiana, whose mailing address is:

11100 Mead Road, Suite 200 Baton Rouge, Louisiana 70816

Acting	herein	by	the	undersigned	authority	by	resolution	adopted	on
			and	recorded at I	nstrument	Numl	oer		in
		Par	ish, L	ouisiana (refer	red to herei	n as "	Transferor"),		_

WHO DECLARES THAT, for and in consideration of the following: (1) the ongoing flood mitigation guidelines of the Louisiana Office of Community Development's Buyout Program, and other properties in specific identified High-Risk Communities that will demonstrably provide protection to the wider community if converted to permanent open space, (2) Transferee's agreement to use and maintain the property in accordance with the Environmental Review Record pertaining to the Property prepared by the Louisiana Division of Administration, Office of Community Development, (3) Transferee's support of the Buyout program's goals of improving the resilience of impacted communities by transforming high-risk parcels of land into wetlands, open space or storm water management systems, and creating a natural buffer to safeguard against future storms, and in order to facilitate recovery efforts and the public benefits to be derived there from, (4) Transferee's contemporaneous execution of a Conservation Servitude in favor of Transferor, intended to restrict the use of the Property and preserve natural floodplain values and to prevent future use of the Property that would impair or interfere with the open space benefits of the Property, and 5) Transferee's obligation to obtain prior written approval from the Executive Director of the State of Louisiana, Office of Community Development, for any subsequent transfer of the property,

the receipt and adequacy of which is hereby acknowledged,

Transferor does hereby grant, convey, transfer, assign, set over and deliver, unconditionally and irrevocably, unto:

No. of the latest and					, a po	olitical subd	ivision (of the State	e of
Louisiana,	who	declares	that	its	Tax	Identifica	tion	Number	is
			_and wh	ose pre	esent m	ailing addre	ss is:		
Appearing	through	its under	sioned					ć	luly
authorized	_		signed		on	•	20	in City	-
					Parish.		, 20	111 (010)	, 51
	(referred	l to herein a	s "Trans	sferee")				

with full warranty of title and with full substitution and subrogation in and to any and all rights and actions of warranty of title which Transferor has or may have against all preceding owners and vendors, the following described property (referred to herein as "Property"), the possession and delivery of which Transferee acknowledges:

SEE ATTACHMENT "A" - PROPERTY DESCRIPTION

TO HAVE AND TO HOLD, the property unto the Transferee, its successors and assigns forever, Transferee accepts the transfer herein made.

The Property is conveyed together with and shall include all buildings, other improvements, component parts, fixtures, if any, located thereon, and all rights, ways, servitudes, privileges, appurtenances and advantages thereunto belonging or anywise appertaining. Transferor also conveys all of Transferor's right, title, and interest in all public ways adjoining the Property, as a private landowner, if any. This sale is made and accepted subject to any and all existing any and all existing reservations, building setback lines, servitudes, easements, rights-of-way, and zoning ordinances, land use controls imposed by public authority, building restrictions, all mineral servitudes and mineral leases, subdivision ordinances, subdivision covenants, conditions and restrictions that may appear of record or on the Property and other land use controls imposed by a public authority, liens for public improvements and safety, all shortages in area, encroachments or overlaps in boundaries or the fact that any portion of the property lies within a road or roadway, and all other matters which would be shown by a current, on the ground, survey of the Property.

Transferor, for itself and its successors, expressly reserves and retains all right, title, and interest in and to all of the oil, gas, and other minerals and mineral rights in, on, or under the Property, if any. Transferor expressly waives the right to use the surface of the Property in connection with the exercise of the mineral reservation herein created. Transferor reserving the right to extract minerals from the Property only by means of directional drilling from other properties or by pooling or utilization of the Property with other tracts.

To the extent that the Property may be determined to have been transferred for less than one-half of its market value, Transferor agrees that this transfer shall be construed as a donation.

DISCLAIMERS, WAIVERS, RELEASES, ENVIRONMENTAL MATTERS, LEAD WARNING

The Property is being transferred and Transferee takes the Property "AS IS" AND "WHERE IS", with all defects and vices whether latent or apparent, known or unknown. Transferee has had full, complete and unlimited access to the Property herein conveyed for all tests and inspections which Transferee, in Transferee's sole discretion, deems sufficiently diligent for the protection of Transferee's interest. Except as provided herein, Transferee acknowledges that Transferor has made no representations or warranties as to zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, operating history, governmental approvals and regulations, or any other representations or warranties, express or implied, with respect to the Property or any other matter or thing relating to or affecting the Property, and that Transferee is not relying on the accuracy of any information or documents previously furnished to Transferee or any prior owners of the Property.

Transferee releases Transferor from any liability that may arise from Transferor's actual or constructive knowledge of Transferee's intended use of the property or from Transferor's actual or constructive knowledge of the condition of the property.

Transferee further acknowledges that although Transferor may know or have reason to know of the particular use Transferee intends for the Property, or Transferee's particular purpose for buying the Property, Transferee releases Transferor from any liability that may arise from Transferor's actual or constructive knowledge of Transferee's intended use of the Property, or from Transferor's actual or constructive knowledge of the condition of the Property. Transferee is not relying on Transferor's skill or knowledge in selecting the Property. Accordingly, Transferor makes no warranty or representation that the Property is fit for Transferee's intended use or his particular purpose and Transferee waives any such warranty to which it might be entitled under La. C.C. Art. 2524 and Transferee further waives any warranty to which it might be entitled under said Art. 2524 that the Property be reasonably fit for its ordinary use.

Implied warranties with respect to the Property, as to the fitness for a particular purpose, zoning, or other regulatory matters, are hereby disclaimed by Transferor and expressly waived by Transferee. Transferee shall have no right or cause of action against Transferor to assert in any controversy, claim, demand, or litigation arising from or in connection with the Property as to these matters. Further, Transferor does not warrant that the Property is free from hidden, redhibitory or latent defects or vices or that the Property is fit for the use intended by the Transferee, and Transferee hereby releases Transferor from any liability for and expressly waives all rights in redhibition pursuant to La, C.C. Arts. 2520 through 2548. Warranties against hidden or redhibitory defects in the Property, and the warranty that the Property is fit for its intended use, each of which would otherwise be imposed upon Transferor by La. C.C. Art. 2475 are hereby disclaimed by Transferor and expressly waived by Transferee.

The waiver of warranties contained herein have been called to the attention of and explained to the Transferee, as acknowledged by its signature.

Transferee acknowledges receipt of an Environmental Disclosure previously provided by Transferor. Transferee agrees to accept the Property subject to any and all conditions disclosed in that document, and to comply with all restrictions and conditions as to the use of the Property indicated in that document.

Transferee hereby releases Transferor from any claims, demands, liabilities, costs or suits under or pursuant to 42 U.S.C. § 9601 et seq., and La. R.S. § 30:2001 et seq., together with any and all claims, demands, suits or litigation under any other applicable laws, statutes, ordinances, rules and regulations, as the same may from time to time be amended, relating to any contamination on, or under the Property, and from Hazardous Substances (as hereinafter defined) liabilities of whatsoever kind or nature, including without limitation all foreseeable and unforeseeable damages of any kind or nature and the cost of any required or necessary investigation, study, repair, cleanup, detoxification, under any laws, statutes, rules and regulations (including but not limited to LAC 33: Pat XI), ordinances or decree. Transferee further agrees to comply with all such laws, statutes, ordinances, rules and regulations, and to comply with any orders, decrees or judgments based thereon.

For purposes of Transferee's release of Transferor, Hazardous Substances ("Hazardous Substances") means (a) any chemicals, materials, elements or compounds or substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous materials", "restricted hazardous materials", "toxic substances", "toxic pollutants", "hazardous air pollutants", "pollutants", "contaminants", "toxic chemicals", "petroleum or petroleum products", "toxics", "hazardous chemicals", "extremely hazardous substances" "pesticides", or related materials, as now, in the past, or hereafter defined in any applicable environmental laws; (b) any petroleum or petroleum products (including but not limited to gasoline and fuel additives including MTBE and other oxygenates, typically added to gasoline or their degradation products), natural or synthetic gas, radioactive materials, asbestos-containing materials, urea formaldehyde foam insulation, and radon; and (c) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority.

If the Property has any structure present on it at the time of the transfer, Transferee hereby acknowledges that the structure is not a habitable dwelling. Transferor declares it does not consider any structure present on the property to be "housing", and that significant rehabilitation would be required before any such structure could be made available for occupancy as housing. However, the Transferor has demolished and removed all structures on the Property prior this Transfer, and any structures placed on the Property after this demolition activity were made without Transferor's consent or knowledge. As consideration for receiving title to the Property, the Transferee shall execute a Conservation Servitude prohibiting, in perpetuity, the placement or construction of any habitable housing structures on the Property. The Conservation Servitude will prohibit human habitation of any structure on the Property.

Although Transferor does not have specific information on the age of any structure that may be on the property, any such structure may have been built prior to 1978, and as such, may present exposure to lead from lead-based paint. Unless Transferor has expressly provided site-specific information to the Transferee stating otherwise, Transferor has no knowledge of lead-based paint and/or lead-based paint hazards in housing that may be located on the Property.

However, out of an abundance of caution, Transferor furnishes the following warning from the Residential Lead-Based Paint Hazard Reduction Act of 1992 and its implementing regulations:

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase

The United States Environmental Protection Agency has published an informational pamphlet entitled "Protect Your Family from Lead in Your Home." If any structure is located on the Property, Transferee acknowledges that a copy of that pamphlet has been made available to Transferee, and is at http://www.epa.gov/lead/pubs/leadpdfe.pdf

Unless a period of at least ten (10) days prior to closing has previously been made available to Transferee for inspection of any structure that may be on the Property at the time of transfer, Transferee shall have ten (10) days from the date of this Act of Transfer to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. Transferee may rescind this transfer at any time during that period in the event Transferee discovers the presence of lead-based paint and/or lead-based paint hazards.

OTHER MATTERS

Disaster Assistance and Flood Insurance. Consideration for this Transfer was funded through disaster appropriations to the Community Development Block Grant Program of the U.S. Department of Housing and Urban Development (HUD). The Property is ineligible for any further federally funded disaster assistance for any purpose with respect to the Property, including relating to future disasters. No application for such assistance may be made to any entity or source. The property is not eligible for coverage under National Flood Insurance Program for damages to structures on the Property occurring after the effective date of the Conservation Servitude, except for pre-existing structures being relocated off the Property in relation to the grant of this Servitude.

Transferor expressly waives and renounces vendor's lien, privilege, mortgage, resolutory condition, or right of rescission that may be deemed to have been created by the provisions of this Act of Transfer, reserving however the right to enforce covenants herein which run with the land, and expressly waives and renounces any right to rescind or dissolve the transfer of the Property conveyed to Transferee on account of the non-fulfillment of any of Transferee's obligations hereunder, under the Action Plan, or under CDBG Supplemental Disaster regulations and procedures; and further warrants that third parties may deal with Transferee free and clear of any vendor's lien, privilege, mortgage, resolutory condition or right of rescission. Transferor stipulates that La. R.S. 41:1338(A)(1), which relates to a public entity offering to sell property to a grantor prior to disposition to a third party, shall not apply to this Act of Transfer.

Transferor and Transferee expressly acknowledges that Transferor is a nonprofit corporation, and therefore exempt from the assessment or payment of ad valorem taxes assessed or bearing against the Property during the period of Transferor's ownership thereof. It is further acknowledged by the parties that, as a result thereof, no monetary pro-ration of any ad valorem taxes has been made in connection with this act and that Transferee hereby releases me, Notary, Transferor, the Title Insurance Company insuring the title to the Property in favor of Transferee, and each of Transferor's contractors who provided services related to this act or closing, including, but not limited to Team Title LLC from any liability therefore.

Notwithstanding Transferor's tax-exempt status, Transferee acknowledges Transferor's declaration that outstanding taxes on the Property may appear on the records of local authorities responsible for tax assessment and collection. The Property is transferred subject to any outstanding taxes, and Transferee assumes responsibility for paying, appealing, or otherwise resolving any such tax liability. To the extent necessary for Transferee to take such actions, Transferor hereby assigns its rights to take such actions to the Transferee. Transferee's responsibility in this regard extends to any tax obligation bearing against the property, regardless of whether it arises before, during, or after Transferor's period of Ownership. To the extent that any taxes may be determined to be due, such taxes shall be deemed to have been prorated as of the date of this transfer any such proration is final between Transferor and Transferee, and Transferee shall be obligated to pay any such taxes determined to be due. Further, Transferee agrees that any ad valorem taxes assessed against the Property for any period accruing from and after the due date shall be the sole responsibility of the Transferee.

Transferee will be responsible for providing tax assessor for the Parish where the immovable property is located with the address where property tax and assessment notices are to be mailed. As of the date of this transfer sale, such notices should be sent to Transferee's mailing address as shown on page one of this Act of Transfer.

The parties hereto waive the production of all mortgages and conveyance certificates and all other necessary certificates and research, and agree to release and relieve me, Notary, from all responsibility and liability in connection with the non-production thereof. All parties signing within the instrument have declared themselves to be of full legal capacity.

All agreements and stipulations herein and all the obligations herein assumed will inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties, and Transferee, their successors and assigns, shall have and hold the Property in full ownership forever.

THUS DONE, PASSED AND SIGNED, in, 20 at	
presence of me, Notary and the undersigned comp with the undersigned, after reading of the whole.	petent witnesses who thereunto sign our names
TRANSFEROR:	Witness:
ROAD HOME CORPORATION a/k/a Road Home Corporation d/b/a LOUISIANA LAND TRUST,	Print Name:
a Louisiana non-profit corporation	Witness:
By:	Print Name:
Notary P	
Printed Name:	
Notary or Bar Number,	Parish, Louisiana
My Commission Expires: _	

THUS DONE, PASSED AND SIGNED, in, 20 at	
presence of me, Notary and the undersigned comp with the undersigned, after reading of the whole.	
TRANSFEREE:	Witness:
	Print Name:
A political subdivision of the State of Louisiana	Witness:
By:	Print Name:
Notary P Printed Name:	
Notary or Bar Number,	Parish, Louisiana
My Commission Expires: _	

Attachment A

Item 15)

LEGAL DESCRIPTION OF PROPERTY TRANSFERRED

CONSERVATION SERVITUDE

STATE OF LOUISIANA
PARISH OF
SECTION I. APPEARANCES
BE IT KNOWN that on the dates, at the places and before us, Notaries Public, duly commissioned and qualified in and for our respective jurisdictions; and before the undersigned competent witnesses, in whose presence this act is passed and executed, personally came and appeared:
[Appearance information for owner], domiciled in Parish, Louisiana, whose mailing address is
hereinafter "Owner;" and, whose mailing address is:
appearing through its undersigned agent, duly authorized by resolution adopted on and registered on at Book, Page, File # in the land records of Parish, Louisiana, hereinafter "Holder."
SECTION II. ESTABLISHMENT, PURPOSE, AND PERPETUAL DURATION
Owner hereby establishes this conservation servitude over the property described in Attachment "A" (the " Property ") pursuant to the <u>Louisiana Conservation Servitude Act, La. R.S. 9:2171, et seq.</u> (" Servitude ").
This Servitude is intended to restrict the use of the Property to protect and preserve natural floodplain values and to prevent future use of the Property that would impair or interfere with the open space benefits of the Property. This servitude shall be perpetual unless it is modified or released in writing by Holder and registered in the land records of Parish.

SECTION III. PERMITTED USES

The following uses ("Permitted Uses") may be conducted on the Property:

- 1. Open space uses, including:
 - a. Agricultural activities (e.g. cultivation or grazing)
 - b. Forestry activities
 - c. Nature reserves
 - d. Buffer zones including those buffer zones needed for drainage or levee protection
 - e. Mineral extraction (e.g. subsurface oil, gas and other minerals), contingent that such mineral extraction is accomplished by methods that do not require structures on the surface of the property, and do not alter or impair the surface condition and open space of the property
- 2. Recreational uses, including
 - a. Parks for outdoor activities
 - b. Outdoor recreation
 - c. Camping on a short term basis of no more than 30 days per campsite and conducted in a matter which allows for prompt evacuation of all persons and movable property associated with the activity
- 3. Floodplains and wetlands management practices uses

Activities under Permitted Uses includes the ability to place movable property on the Property that is either

- a. incidental to the contemporaneous to permitted use of the property and removed upon completion of the permitted use, or
- b. temporarily located on the Property in conjunction with the development or maintenance of a Permitted Use or Permitted Structure.

SECTION IV. PERMITTED STRUCTURES

The following structures ("Permitted Structures") may be constructed on the Property:

- 1. A public facility that is open on all sides and functionally related to a Permitted Use, including:
 - a. Unimproved, unpaved parking lots
 - b. Infrastructure necessary to support a Permitted Use
 - c. Lighting and security features necessary to support a Permitted Use
 - d. Recreational sports fields
 - e. Open park pavilions or playgrounds
 - f. Docks or boat launches for water recreation
- 2. Rest rooms
- 3. A flood control structure, provided that structure does not reduce valley storage, increase erosive velocities, or increase flood heights on the opposite bank, upstream, or downstream

and that the local floodplain manager approves, in writing, before the commencement of the construction of the structure

A Permitted Structure under Section IV shall not be constructed in a manner that restricts or obstructs the flow of surface water, including floodwaters, or traps debris.

SECTION V. PROHIBITED USES

The following uses ("Prohibited Uses") may not be conducted on the Property:

- 1. Habitation other than short-term camping allowed in Section III
- 2. Placement of movable property or waste other than allowed in Section III
- 3. Cemeteries

SECTION VI. USES NEITHER EXPRESSLY PERMITTED OR PROHIBITED

A use of the Property that is neither expressly permitted or prohibited under the prior two sections may be permitted by express written authorization by Holder registered in the land records of the parish in which the Property is located, and such a use shall be deemed to be a Permitted Use as though it were expressly stated in this Servitude. Holder must acquire written assent from the State of Louisiana, acting through the Executive Director of the Division of Administration, Office of Community Development (OCD), or its successorentity if any, prior to such authorization.

Holder and Owner acknowledge that the Permitted Uses described herein are based on their common understanding at the time this Servitude is enacted of uses that are both beneficial to and compatible with the purposes of this Servitude stated in Section II above. They also acknowledge that in light of the perpetual duration of this servitude, new and different uses not anticipated herein may likewise be both beneficial and compatible. Their mutual intent is for such new and different uses to be permitted to the extent that they are of like kind or character to the Permitted Uses based on their impact on open space and floodway functions. To the extent that the Property is put to a use that is neither expressly permitted or prohibited under the prior two sections, and there is a dispute as to whether it is permitted, such a dispute shall be resolved by reference to the kind and character to the Permitted Uses based on their impact on open space and floodway functions.

SECTION VII. DISASTER ASSISTANCE AND FLOOD INSURANCE

Consideration for this Servitude was funded through disaster appropriations to the Community Development Block Grant Program of the U.S. Department of Housing and Urban Development (HUD). The Property is ineligible for any further federally funded disaster assistance for any purpose with respect to the Property, including relating to future disasters. No application for such assistance may be made to any entity or source. The property is not eligible for coverage under the National Flood Insurance Program for damage to structures on the Property occurring after the effective date of the Servitude, except for pre-existing structures being relocated off the Property in relation to the grant of this Servitude.

SECTION VIII. INSPECTION OF THE PROPERTY;

CORRECTION OF NONCOMPLIANT CONDITIONS

Holder, any person having a third party right of enforcement, and their representatives, or assigns, shall have the right: (a) to enter upon the Property, at reasonable times to inspect the Property, any improvements on it, or any uses to which it is put to ensure compliance with this Servitude; and (b) to demolish or remove or otherwise correct any noncompliant use or structure on the Property.

SECTION IX. RIGHT TO ENFORCE

In addition to the rights of Holder to enforce this servitude, the following persons shall have a third party right of enforcement pursuant to the Louisiana Conservation Servitude Act:

- 1. Any natural or juridical person designated by Holder in a writing registered in the land records of ______ Parish;
- 2. The State of Louisiana, acting through the Division of Administration, Office of Community Development (OCD), or its successorentity; and
- 3. The U.S. Department of Housing and Urban Development (HUD).

To the extent that there is a dispute as to enforcement between or among persons having a third party right of enforcement, the dispute shall be resolved in favor of the position of the Holder first, or of the other persons with third party rights of enforcement in the order listed in above.

Holder may by release or partial release of this Servitude, with the written concurrence of OCD by authentic act on such release or partial release and without the need of consent of any other party (including HUD), waive or amend the provision of this Servitude, which will be binding on any party thereafter seeking to enforce provisions of the Servitude.

This Servitude and duties accessory thereto shall be enforceable at law or in equity, and any person entitled to enforcement may seek injunctive relief against the Owner for violation thereof, without posting bond and without the need for demonstrating irreparable harm.

SECTION X. COMPLIANCE WITH LOCAL OR STATE LAND USE LAWS

This Servitude is restrictive in nature and is not intended to supplant or supersede any local or state land use or zoning laws that are more restrictive in their application, or to relieve Owner from any obligations or restrictions imposed by such laws.

SECTION XI. ASSIGNMENT TO OR DESIGNATION OF ANOTHER HOLDER

In its sole discretion, Holder may assign all of its rights under this Servitude to another holder or may designate another holder to exercise Holder's rights under this Servitude. An assignment to or designation of another holder shall not be effective until an instrument making the assignment or designation is registered in the land records of the parish in which the property is located. The term "Holder" in this Servitude shall be deemed to include any such assignee or designee. Any such assignee or designee shall have no rights greater than the original Holder and shall be bound by any prior acts of the original Holder provided for herein.

SECTION XII. SERVITUDE RUNS WITH THE PROPERTY

This Servitude and the duties accessory thereto shall constitute a covenant running with the Property and shall be binding upon the Owner and his successors. To the extent any obligation(s) set forth herein is (are) construed by a court of competent jurisdiction not to be a conservation servitude such provision(s) shall not be severed from the Servitude but shall constitute a personal servitude(s) of and enforceable against the Property and/or Owner and his heirs, successors and assignees, and remaining obligations shall be enforced as a conservation servitude.

SECTION XIII. SEVERABILITY; CONSTRUCTION

This Servitude and duties accessory thereto shall be governed and construed in accordance with Louisiana Law. Any provision of the Servitude found to be prohibited by law or unenforceable will be ineffective to the extent of such prohibition or unenforceability without invalidating any other part hereof. The Servitude, to the extent possible, will be construed or reformed so as to give validity to all of its provisions. The Servitude is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto except for the United States of America, as set forth herein.

THUS DONE, PASSED, AND SIGN	NED in multiple originals, on this day of
undersigned, in the presence of me, Notary and the sign our names with the undersigned, after readi	, Louisiana, by the ne undersigned competent witnesses who hereunto ng of the whole.
ATTEST:	HOLDER
ATTEST:	
	OWNER
	Signature
	Printed Name
NOTARY	Y PUBLIC
11017110	

MARCH 21, 2023 WEST MONROE CITY COUNCIL MEETING ENGINEERING UPDATE L&A, INC. PROJECT NO. 23E038.00

Kiroli Walk Trail Improvements – City Project No. C22002

• State Agency has submitted the project to the National Park Service & they anticipate an award in September 2023. We will continue to be in communication with State Agency.

Sunshine Heights Drainage Improvements – City Project No. C22024

• Work with State Project Manager for kickoff meeting.

Good Hope Road Water Main Extension

• Under Construction

Kiroli Dog Park Improvements

• Anticipate finalizing plans within the next two weeks & will request authorization to invite letter bids at the April City Council meeting.



INFRASTRUCTURE PROJECT UPDATE

March 21, 2023

UNDER CONSTRUCTION						
Project	Description	Funding	Status			
Tupawek Estates Sidewalks	Construction of sidewalk along Tupawek Drive to provide a safe corridor for pedestrians within the neighborhood.	City	Under Construction.			
Otis Street (Urban Systems)	Mill & Overlay, add bike/ped path.	Urban Systems (80/20)	Under Construction.			
Natchitoches Street (Urban Systems)	Mill & Overlay, improve drainage, add bike lane.	Urban Systems (80/20)	Under Construction.			
New Downtown Parking Lot	Addition of parking spaces and garbage bin location adjacent to "Flower Lot".	City	Scheduling asphalt for week of 3/12/23.			
Flood Buyout Program (HMGP)	Purchase and remove 24 flood-prone homes within the City.	FEMA/City	15 Properties acquired and demolished.			
Highland Park Commercial Subdivision	Development of the east end of the golf course land to sell as commercial property.	DRA/City	Final work being done as weather allows. Trail repair complete.			
Highland Park Trails Parking Lot	Construction of a crushed stone parking lot off of Otis Street for users of the walking trails at Highland Park	City	Lien Period ended. Contractor has provided clear lien and provided pay request for retainage.			
DRA: Cypress/Slack Sanitary Sewer Improvements	Replacement of sanitary sewer lines in the vicinity of Cypress Street.	DRA/City	Under construction.			
Arlington Place and Mallard Ave Water Main Replacement	Installation of new water main and connection of house services to provide more reliable water service.	CWEF/City	Under construction.			
La Watershed Initiative – Flood Acquisitions	\$5.2M awarded for Buyouts.	LWI	Public meeting conducted by OCD on 10/17/22.			
New Kiroli Road Bridge (North)	Replacement of bridge on Kiroli Road with box culverts.	Capital Outlay	Bids received 3/21/23. Recommendation of Award tonight (3/21/23)			
Constitution & Sh. Const. Dr. (Urban Systems)	Pulverize and rebuild road base and pavement.	Urban Systems (80/20)	Project bid 3/8/23 (LaDOTD). Contract documents being prepared by LaDOTD.			
Industrial Park Drainage Improvements (EDA)	Drainage improvements including cross drains, piping, and ditches.	EDA/City	Pre-Construction meeting held 2/22. Site Certificate in EDA Regional legal review.			

Project Classifications

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

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



IN DESIGN					
Project	Description	Funding	Status		
Kiroli Sidewalk Project	Install new sidewalks along Kiroli Road from Post Oak Apartments to Arkansas Road. Install pedestrian crossing at Kiroli Elementary.	DOTD TAP (80/20)	Pursuing additional funding from DOTDTAP.		
Black Bayou Canal - 2016 Flood Damage Repairs	Public Assistance (PA) damage claims to the concrete canal.	FEMA/CDBG/ City	Pursuing additional funding via federal appropriations.		
IBlack Bayou (anal Improvements (HMGP)	Improvements including cleaning, widening, and armoring portions of the Black Bayou Canal south of I-20.	FEMA/City	Awaiting FEMA Phase 1 review comments.		
Highland School Area Sidewalks	Construction of sidewalks along Arlene Street to provide a safe pedestrian route to school.	LaDOTD/City	Comments addressed. Plans resubmitted to LaDOTD.		
Mane Street Rehabilitation Phase 2 (Urban Systems)	Mill & Overlay Mane Street from Downing Pines Rd to Interchange.	Urban Systems (80/20)	95% Preliminary submitted to LaDOTD. Funding delayed until Oct. 2024.		
New Drago Sanitary Sewer Lift Station	New sanitary sewer lift station to replace Drago LS. Design funded through LaDEQ. Seeking EDA funding for construction.	LaDEQ/City	LDH comments addressed. Final plan revisions underway. Wetlands mitigation complete. Rate study pending (state-supplied).		
New Austin Sanitary Sewer Lift Station	New sanitary sewer lift station to replace Austin LS.	EDA/City	Environmental clearance/survey phase.		
Arkansas Rd. (N. 7th St. to Trenton Street)	Mill, patch, and overlay (3,325LF). Fill in ditch. Add 10' path.	Urban Systems (80/20)	Utility relocation plans being put together for permitting.		
North 7th Street (Hwy. 143) Restriping (5–Lane)	Restriping N. 7th from Cypress to Arkansas to add center turn lane for Highland Commercial Subdivision.	City	Final DOTD Review.		
North 7th Street Bicycle/Pedestrian Path (Arkansas Rd to Otis St)	Construction of 10' wide concrete path along the east side of North 7th Street.	FHWA Rec Trails Prog/City	Design 60% DOTD permitting. Lighting Specs for DOTD review. Environmental Review Complete.		
LaDOTD Safe Routes to Public Places: McMillan Library Sidewalks	New sidewalk along McMillan Road, from Hilton Street to the library.	SRTPP	DOTD is conducting feasibility study. Surveying underway.		
Downtown - Trenton/Wood Sewer	Sewer line improvements.	City	Awaiting LDH comments/permit.		
Mid-City Drainage (Fed Approp/FEMA-PDM)	Drainage improvements between Trenton Street and Black Bayou Canal. (\$2.4 m Award)	FEMA/City	Appropriation awarded. Application for FEMA program due April 14, 2023.		
Flanagan Street Water Main Replacement	Replacement of existing 4" W.M. along Flanagan with a 6" W.M.	CWEF/City	CWEF contract (CEA) executed and submitted. Project to go out for pricing next week.		

Project Classifications

Tran	nsportation
Drai	inage
Wat	ter System
Sew	rer System
Qua	lity-of-Life/Economic/Safety

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



City of West Monroe

2023 TRIAL BALANCE AS OF 02/28/2023

ACCOUNTING PERI

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FUND 001 General Fund CREDIT ACCOUNT DEBIT ACCOUNT DESCRIPTION BALANCE BALANCE 101 01 00 Cash / Operating Cash 10,320,519.72 101 04 00 Cash / Old General Fund Cash .00 101 11 00 Cash / 86 Sales Tax Account .00 101 20 00 Cash / Investment in LAMP 3,500,000.00 102 10 00 Cash with Fiscal Agent / Crawford & Company .00 102 20 10 Petty Cash / Cash Boxes 17,200.00 103 10 00 Current Investments / Reserve Cash .00 105 00 00 Current Assets / Property Tax Receivable .00 111 00 00 Current Assets / Tax Lien Receivable .00 115 00 00 Current Assets / Accounts Receivable 94,741.36 211,808.62 115 10 10 Utility Billing / Utility 115 12 00 Accounts Receivable / Billed Services 11,655.84 115 20 10 Code Enforcement / Code Enforcement 85,188.35 115 25 10 Building Permits / Building Permits 5,449.00 115 30 10 Parks & Recreation / KIROLI Park 1,002.00 115 35 10 Cultural & Recreation / Convention Center 15,118.61 115 35 15 Cultural & Recreation / Expo Center .00 115 40 10 Due From Employees / Insurance Premiums 907.95 403.49 115 40 15 Due From Employees / Payroll Levy 115 40 20 Due From Employees / Travel Advances 25,279.38 115 40 25 Due From Employees / Advance Checks .00 115 45 10 Special Details / Police Details 33,425.36 115 50 10 NSF Checks / NSF 1,132.00 115 70 10 Due From Other Entities / Golf Course .00 115 70 15 Due From Other Entities / Georgia Pacific .00 .00 115 70 20 Due From Other Entities / Riverwood

2023 TRIAL BALANCE AS OF 02/28/2023

ACCOUNTING PERI

PAGE 2

FUND 001 Genera		DED TH	
ACCOUNT	ACCOUNT DESCRIPTION	DEBIT BALANCE	CREDIT BALANCE
115 80 00	Accounts Receivable / Due from Other Entities	.00	
115 80 10	Due from Other Entities / Energy Lease	.00	
115 80 11	Due from Other Entities / Cable Franchise Fee		35,083.72
115 80 12	Due from Other Entities / Due from Art Council	53.24	
115 80 13	Due from Other Entities / WPS Building Lease Receiv	131,355.00	
115 80 15	Due from Other Entities / Marshal's Office	.00	
115 80 16	Due from Other Entities / WM City Court	9,754.50	
115 80 17	Due from Other Entities / WOPT	14,160.00	
115 80 30	Due from Other Entities / ATMOS Gas		5,078.73
115 80 35	Due from Other Entities / Entergy		27,901.07
126 10 00	Due From Other Govts / State	14,527.52	
126 10 15	State / Mosquito Abatement	.00	
126 12 00	Due From Other Govts / Ouachita Parish	.00	
126 14 10	City of Monroe / Sales Tax	.00	
126 14 11	City of Monroe / Automobile Rental Tax	.00	
126 15 00	Due From Other Govts / Federal Govt	.00	
126 15 10	Federal Govt / FEMA	.00	
126 15 12	Federal Govt / IRS	.00	
126 15 17	Federal Govt / Dept of Justice	.00	
130 60 10	Due From Other Funds / Utility Enterprise Fund	.00	
130 60 11	Due From Other Funds / Street Maintenance Fund	.00	
130 60 12	Due From Other Funds / WOSC Fund	.00	
130 60 13	Due From Other Funds / Workman's Comp Res Fd	.00	
130 60 14	Due From Other Funds / General Insurance Fund	.00	
130 60 15	Due From Other Funds / Grant Fund	.00	
130 60 16	Due From Other Funds / Sales Tax Fund	.00	

2023 TRIAL BALANCE AS OF 02/28/2023

ACCOUNTING PERI

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FUND 001 Gener		DDD.T.	
ACCOUNT	ACCOUNT DESCRIPTION	DEBIT BALANCE	CREDIT BALANCE
120 60 15	Dec Brow Other Broke / Broke Broke Health Town Broke		
	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	33,867.04	
130 60 22	Due From Other Funds / Hasley 75%	.00	
130 60 23	Due From Other Funds / Hasley 25%	.00	
130 60 24	Due From Other Funds / Juvinile Justice Fund	.00	
130 60 25	Due From Other Funds / LCDBG Fund	.00	
130 60 26	Due From Other Funds / Detention Basin Fund	.00	
130 60 28	Due From Other Funds / OCOG	.00	
130 60 30	Due From Other Funds / BeardFest Fund	.00	
141 10 00	Inventories / Office Supplies	368.03	
141 15 00	Inventories / Parts	79,764.05	
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		658,995.09
202 10 00	Vouchers/Accounts Payable / Accounts Payable General	1,581.00	
206 00 00	Current Liabilities / Retainage Payable		.00
207 10 40	Sales Tax Payable / Convention Center	38,338.88	
207 10 41	Sales Tax Payable / Expo Center		.00
207 10 42	Sales Tax Payable / Golf Course		.00
207 10 43	Sales Tax Payable / KIROLI		.00
207 20 10	Due to State / Handicap Parking		.00

2023 TRIAL BALANCE AS OF 02/28/2023

ACCOUNTING PERI

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City of West Monroe

FUND 001 General Fund

001 Genera ACCOUNT	1 Fund ACCOUNT DESCRIPTION	DEBIT BALANCE	CREDIT BALANCE
207 20 11	Due to State / Due to State		.00
207 30 10	Due to Other Agencies / Cost of Court Distributn		36,181.52
207 30 12	Due to Other Agencies / OPOHSEP		.00
207 30 15	Due to Other Agencies / District Attorney		.00
207 30 16	Due to Other Agencies / 4TH Judicial Dist Court		.00
207 30 17	Due to Other Agencies / O.P.S.O		.00
207 30 19	Due to Other Agencies / Monroe Police Department		.00
207 30 20	Due to Other Agencies / OPSD Bond Premiums		.00
207 30 22	Due to Other Agencies / The Wellspring		.00
207 30 25	Due to Other Agencies / Metro Narcotics Unit		.00
207 30 48	Due to Other Agencies / City of Monroe		.00
207 40 10	Court Cost Distribution / Marshal Special Fund		.00
207 40 11	Court Cost Distribution / Court Special Fund		.00
207 40 12	Court Cost Distribution / Indigent Defender Board		.00
207 40 14	Court Cost Distribution / Crime Lab		.00
207 40 16	Court Cost Distribution / Crime Victim Fund		.00
207 40 18	Court Cost Distribution / Law Enf Trng Assistance		.00
207 40 20	Court Cost Distribution / CMIS / State Treasury		.00
207 40 22	Court Cost Distribution / Injury Trust Fund		.00
207 40 24	Court Cost Distribution / Crime Stoppers		.00
207 40 26	Court Cost Distribution / Restitution		.00
207 40 28	Court Cost Distribution / Pub Safety App. Tech		.00
207 40 30	Court Cost Distribution / ROC Due to Clerks		.00
207 40 32	Court Cost Distribution / Witness Fee		.00
207 40 34	Court Cost Distribution / Cash Bonds		.00
207 40 35	Court Cost Distribution / LA Supreme Court		.00

2023 TRIAL BALANCE AS OF 02/28/2023

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Item 17) 2023

City	of V	West Monroe		
FUND	001	General Fund		
		ACCOUNT	${f T}$	DEBIT

	Fund CCOUNT DESCRIPTION	DEBIT BALANCE	CREDIT BALANCE
 207 41 10 M	Jarshal Office Payables / Seizures and Forfeitures		.00
	Due to Other Funds / Credit Union Fund		.00
	Oue to Other Funds / Grant Fund		.00
	Oue to Other Funds / Capital Projects Fund		.00
	Oue to Other Funds / Juvenile Justice Grnt Fd		.00
	Oue to Other Funds / Due to Capital Fund		135,541.00
	Oue to Other Funds / 2007 DFC Fund		.00
	Oue to Other Funds / O.C.O.G.		.00
	axes Payable / Medicare/Social Security	20,508.31	
	axes Payable / Federal Taxes	49,499.76	
	'axes Payable / State Taxes	41,938.06	
	'axes Payable / Unemployment Tax	,	.00
	axes Payable / Property Tax		.00
	Pensions Payable / MERS	103,052.37	
217 20 20 P	Pensions Payable / Police	37,764.92	
217 20 30 P	Pensions Payable / Fire	33,595.08	
217 20 40 P	Pensions Payable / Judge	1,381.66	
217 30 10 D	Deferred Compensation / PEBSCO	100.00	
217 30 20 D	Deferred Compensation / VALIC	3,003.50	
217 35 10 н	ISA Contributions / UMB	879.49	
217 40 05 I	nsurances Payable / Voluntary Life AD&D		2,207.39
217 40 10 I	nsurances Payable / Health	106,585.78	
217 40 15 I	nsurances Payable / Critical Illness	1,007.23	
217 40 16 I	nsurances Payable / Group Life Insurance		3,688.75
217 40 17 I	nsurances Payable / Long Term Disability		7,143.05
217 40 18 I	nsurances Payable / Short Term Disability		3,268.50
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2023 TRIAL BALANCE AS OF 02/28/2023

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City	of	West Monroe					
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FUND 001 Gene	eral Fund ACCOUNT	DEBIT	CREDIT
ACCOUNT	DESCRIPTION	BALANCE	BALANCE
217 40 2	20 Insurances Payable / Accident Insurance	598.12	
217 40 2	25 Insurances Payable / Gap Insurance		.00
217 40 3	30 Insurances Payable / National Teachers		.00
217 40 3	5 Insurances Payable / UNUM Life & Critical Care		.00
217 40 4	0 Insurances Payable / Vision		1,876.57
217 40 4	5 Insurances Payable / US Legal		.00
217 40 5	0 Insurances Payable / Dental	5,664.99	
217 40 5	55 Insurances Payable / Prepaid Legal	680.91	
217 40 5	66 Insurances Payable / Cancer		.00
217 40 5	7 Insurances Payable / AFLAC	723.63	
217 40 5	8 Insurances Payable / Met Life Dental		.00
217 40 5	9 Insurances Payable / Met Life Insurance		14,387.64
217 40 6	0 Insurances Payable / Brokers National		.00
217 40 6	Insurances Payable / Assurity		.00
217 50 3	.0 Charities Payable / United Way	258.76	
217 60 1	.0 Other Deductions / Bankruptcy	811.65	
217 60 1	.5 Other Deductions / Judgements	6,854.61	
217 60 2	Other Deductions / Fitness Mem Payable	1,112.82	
217 60 5	0 Other Deductions / Credit Union	29,340.28	
217 70 3	.0 Union Dues / Fire Union	390.00	
217 70 2	0 Union Dues / Police Association	488.00	
217 70 2	5 Union Dues / Police Union	250.00	
217 70 3	0 Union Dues / MPOA/LPOA Relief	418.75	
218 01 (00 Payroll Liabilities / Accrual Offset		.00
218 02 0	00 Payroll Liabilities / Salaries Payable		.00
222 10 (00 Gratuities / WMCC Gratuities		.00
a			

FUND IS IN BALANCE

2023 TRIAL BALANCE AS OF 02/28/2023

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Item 17) 2023

City	of	West	Moni	coe	
 FUND	001	Gene	eral	Fund	

 ACCOUNT	ACCOUNT DESCRIPTION	DEBIT BALANCE	CREDIT BALANCE
223 10 00	Deferred Revenue / Overpayments	122,016.16	
223 12 00	Deferred Revenue / Deferred Rent Income		.00
223 15 00	Deferred Revenue / Property Tax Redemptions		.00
223 20 00	Deferred Revenue / Property Tax		.00
227 10 10	Collection Fee Pay / Archon		.00
228 20 10	Building Inspection / Contractor's Deposits		37,472.00
228 30 10	Customer Deposits / Kiroli Park		.00
228 30 15	Customer Deposits / Recreation Center		.00
228 30 20	Customer Deposits / Convention Center		8,528.09
228 30 25	Customer Deposits / Expo Center		14,050.00
239 50 00	Other Non-Current Liab / Prpty Tax Under Protest		.00
239 60 10	Unearned Income / DF Lease		.00
242 10 00	Fund Equtiy / Revenue Control Account		16,987,890.86
242 20 00	Fund Equtiy / Expenditure Cntrl Summary	15,339,410.04	
243 00 00	Fund Equity / Encumbrance Control		30,224.64
244 00 00	Fund Equity / Reserve for Encumbrances	30,224.64	
250 00 00	Fund Equity / Pr Yr Res for Encumbrance		187,142.33
253 10 00	Fund Balance / Unreserved Fund Balance		12,685,168.31
	FUND TOTALS	30,897,351.36	30,897,351.36

PREPARED 03/13/2023, 10:03:09 PROGRAM: GM259L City of West Monroe REVENUE REPORT 67% OF YEAR LAPSED

ACCOUNTING PERI | PAGE | 1 | 1 | 17 | 10 | 23

FUND	001	Ge	neral Fund ACCOUNT	******	CURRENT ****	****	****** Y	EAR-TO-DATE ***	****	ANNUAL	UNREALIZED
AC(COUN'	T 	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
310 311	10 20		Taxes Property Tax Real Property Personal Property	91,667 0	.00		733,336 0	551,966.01 .00	75	1,100,000	548,033.99 .00
311		* *	Property Tax	91,667	.00		733,336	551,966.01	75	1,100,000	548,033.99
313	00 10		Sales & Use Tax Sales & Use Tax Auto Rental Tax	1,408,333 1,667	1,970,358.34	140 101	11,266,664 13,336	11,336,678.25 12,054.65	101 90	16,900,000 20,000	5,563,321.75 7,945.35
313		* *	Sales & Use Tax	1,410,000	1,972,044.67	140	11,280,000	11,348,732.90	101	16,920,000	5,571,267.10
316	10	61	Gross Receipts Business Insurance Premuim Tax	38,750	208,923.33	539	310,000	248,335.58	80	465,000	216,664.42
316		* *	Gross Receipts Business	38,750	208,923.33	539	310,000	248,335.58	80	465,000	216,664.42
318	20 20 20 20	15 20	Other Taxes CATV ATMOS Gas Entergy Adelphia	13,750 6,417 47,500 0	37,184.55 .00 118,379.71 .00	270 249	110,000 51,336 380,000 0	76,092.67 63,556.84 713,790.28 .00	69 124 188	165,000 77,000 570,000	88,907.33 13,443.16 143,790.28- .00
	20	*	Franchise Tax	67,667	155,564.26	230	541,336	853,439.79	158	812,000	41,439.79-
318		**	Other Taxes	67,667	155,564.26	230	541,336	853,439.79	158	812,000	41,439.79-
319	10 10 10	60 61	Penalties and Interest Property Tax Occupational License Insurance Taxes	208 417 13 638	.00 78.13 .00 78.13	19 12	1,664 3,336 104 5,104	215.05 1,598.36 89.65 1,903.06	13 48 86 37	2,500 5,000 150 7,650	2,284.95 3,401.64 60.35 5,746.94
319		* *	Penalties and Interest	638	78.13	12	5,104	1,903.06	37	7,650	5,746.94
310		***	Taxes	1,608,722	2,336,610.39		12,869,776	13,004,377.34		19,304,650	6,300,272.66
320 321	10 10 10 10	60 62 65	Licenses and Permits Business Licenses Alcoholic Beverages Occupational ROW Usage Lic Taxi Permits Business Licenses	2,083 70,417 0 0	.00 458,032.67 .00 .00	651 632	16,664 563,336 0 0	25,331.50 836,809.99 .00 .00	152 149 149	25,000 845,000 0 0	331.50- 8,190.01 .00 .00

City of West Monroe REVENUE REPORT 67% OF YEAR LAPSED

ACCOUNTING PERI

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| Item 17)

FUND 001 G ACCOUNT	eneral Fund ACCOUNT DESCRIPTION	******** ESTIMATED	CURRENT ***** ACTUAL	***** %REV	****** YEA ESTIMATED	AR-TO-DATE *** ACTUAL	***** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
20 10	Contractor Certificate	1,333	2,175.00	163	10,664	14,700.00	138	16,000	1,300.00
321 **	Business Licenses	73,833	460,207.67	623	590,664	876,841.49	149	886,000	9,158.51
322 10 10 10 20 10 25 10 30 10 35 10 40	Nonbusiness Building Electrical Plumbing Gas Heat & Air Mobile Home	5,833 1,458 6,250 0 708 13	11,795.04 2,550.00 4,030.97 .00 675.00	202 175 65 95	46,664 11,664 50,000 0 5,664 104	37,877.39 9,983.00 22,746.03 .00 4,485.00 25.00	81 86 46 79 24	70,000 17,500 75,000 0 8,500 150	32,122.61 7,517.00 52,253.97 .00 4,015.00 125.00
10 *	Inspection Permits	14,262	19,051.01	134	114,096	75,116.42	66	171,150	96,033.58
20 10 20 15 20 20	House Moving Rental Inspection ROW Usage	0 0 125	.00 .00 1,000.00	800	0 0 1,000	.00 50.00 3,500.00	350	0 0 1,500	.00 50.00- 2,000.00-
20 *	Special Permits	125	1,000.00	800	1,000	3,550.00	355	1,500	2,050.00-
322 **	Nonbusiness	14,387	20,051.01	139	115,096	78,666.42	68	172,650	93,983.58
320 ***	Licenses and Permits	88,220	480,258.68		705,760	955,507.91		1,058,650	103,142.09
330 331 18 00 21 00 22 00 40 00 43 00	Intergovernmental Revenue Federal Grants Section 8 FEMA Dept of Homeland Security Dept of Justice LA Comm Law Enf Adm CrmJS	19,224 0 0 0	.00 .00 .00 .00 22,596.00		153,792 0 0 0 0	.00 .00 .00 73,714.27 22,596.00		230,685 0 0 0	230,685.00 .00 .00 73,714.27- 22,596.00-
331 **	Federal Grants	19,224	22,596.00	118	153,792	96,310.27	63	230,685	134,374.73
332 10 00 12 00 13 00	Ouachita Parish Court Support Workforce Development District Attorney	1,917 0 0	1,916.67 .00 .00	100	15,336 0 0	15,423.36 .00 .00	101	23,000 0 0	7,576.64 .00 .00
332 **	Ouachita Parish	1,917	1,916.67	100	15,336	15,423.36	101	23,000	7,576.64
334 11 00 12 00 14 00 15 00 16 00 17 00	State Revenue State Revenue Dpt of Military Affairs LA Hwy Safety Commission Office of Business Devel Homeland Secrty & Emg Prp LA Comm on Law Enfrcemnt	0 0 7,083 0 0	.00 .00 34,884.75 .00 .00	493	0 0 56,664 0 0	.00 .00 73,587.27 .00 .00	130	0 0 85,000 0 0	.00 .00 11,412.73 .00 .00

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FUND	001	Gei	neral Fund								
7 00		_	ACCOUNT		CURRENT ****			AR-TO-DATE ***		ANNUAL	UNREALIZED
ACC	TMUO!	 	DESCRIPTION	ESTIMATED	ACTUAL	%REV 	ESTIMATED	ACTUAL	%REV	ESTIMATE 	BALANCE
	01 0	2.0		0	0.0		0	0.0		0	0.0
	21 0 25 0		Division of Administratio	0 0	.00		0	.00		0	.00
	29 0		Culture Rec & Tourism DOTD	896	.00		_	5,375.00	75	10,750	5,375.00
	90 1		State Signal Light	1,933	.00		15,464		73 72	23,200	12,000.00
	90 1		Misc Rev	1,933	.00		848	7,937.71	936	1,275	6,662.71-
	90 1		State Street Maint	1,525	.00		12,200	9,152.50	75	18,305	9,152.50
	90 2		2nd Injury Reinbursement	0	.00		0	.00	73	0	.00
	90 *	*	Other State Rev	3,564	.00		28,512	28,290.21	99	42,780	14,489.79
334	*	* *	State Revenue	11,543	34,884.75	302	92,344	107,252.48	116	138,530	31,277.52
335			State Shared Revenues								
	10 7	70	Beer Tax	1,667	.00		13,336	.00		20,000	20,000.00
	10 9	90	Fire Insurance 2%	4,250	.00		34,000	100,620.01	296	51,000	49,620.01-
	10 *	*	Taxes	5,917	.00		47,336	100,620.01	213	71,000	29,620.01-
335	*	* *	State Shared Revenues	5,917	.00		47,336	100,620.01	213	71,000	29,620.01-
330	*	* * *	Intergovernmental Revenue	38,601	59,397.42		308,808	319,606.12		463,215	143,608.88
340 341			Charges for Services General Government								
	10 1	10	Cost of Court	0	.00		0	.00		0	.00
	10 1	12	Marshal Revenue	0	.00		0	.00		0	.00
	10 1	15	City Attorney Work Rev	0	.00		0	12.50		0	12.50-
	10 *	*	Court	0	.00		0	12.50		0	12.50-
	30 1	10	Zoning Fee	417	525.00	126	3,336	3,475.00	104	5,000	1,525.00
	30 1		Vant Strct Reg Fee	0	.00		0	.00		0	.00
	30 *	*	Zoning	417	525.00	126	3,336	3,475.00	104	5,000	1,525.00
	50 1	1 ()	Activity Revenue	0	.00		0	.00		0	.00
	50 1		Misc Revenue	0	.00		Ō	.00		0	.00
	50 1		Building Rent	0	.00		0	.00		0	.00
	50 *	*	Community Development	0	.00		0	.00		0	.00
341	*	* *	General Government	417	525.00	126	3,336	3,487.50	105	5,000	1,512.50
342			Public Safety								
	10 1	10	Housing Prisoners Rev	0	.00		0	.00		0	.00
	10 1		Misc Rev	0	.00		0	.00		0	.00
	10 *	*	Jail Revenue	0	.00		0	.00		0	102

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FUND 001 Ge									
ACCOUNT	ACCOUNT DESCRIPTION	********* ESTIMATED	CURRENT ***** ACTUAL	***** %REV	******* YEA ESTIMATED	AR-TO-DATE *** ACTUAL	**** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
15 10 15 12 15 13 15 15		417 667 1,250 1,000	535.00 1,440.00 3,883.79 590.00	128 216 311 59	3,336 5,336 10,000 8,000	6,770.60 10,260.00 28,184.15 2,813.38	203 192 282 35	5,000 8,000 15,000 12,000	1,770.60- 2,260.00- 13,184.15- 9,186.62
15 17 15 19	Property Owner's Serv Fee Drug Forfeiture Rev		.00		0	.00 7,668.05		0	.00 7,668.05-
15 *	Police	3,334	6,448.79	193	26,672	55,696.18	209	40,000	15,696.18-
20 10	Service Charge	333	.00		2,664	3,180.00	119	4,000	820.00
342 **	Public Safety	3,667	6,448.79	176	29,336	58,876.18	201	44,000	14,876.18-
343 10 00 12 00 14 05 14 10	Charges for Services Grass Cut Demolition CE Trash Removal Express Trash Service	2,500 833 0 21	.00 .00 .00		20,000 6,664 0 168	13,510.00 33,358.00 .00	68 501	30,000 10,000 0 250	16,490.00 23,358.00- .00 250.00
14 *	Trash Removeal	21	.00		168	.00		250	250.00
15 00 16 00 17 10	CE Structure Security Administration Fee RAD Class	0 500 0	.00 840.00 .00	168	0 4,000 0	800.00 117,152.46 .00	2929	0 6,000 0	800.00- 111,152.46- .00
343 **	Charges for Services	3,854	840.00	22	30,832	164,820.46	535	46,250	118,570.46-
344 10 30 10 35 10 *	Sanitation Garbage Excess Trash Rev Utilities	80,417 6,250 86,667	81,433.68 7,163.00 88,596.68	115	643,336 50,000 693,336	628,434.27 51,160.00 679,594.27	98 102 98	965,000 75,000 1,040,000	336,565.73 23,840.00 360,405.73
344 **	Sanitation	86,667	88,596.68	102	693,336	679,594.27	98	1,040,000	360,405.73
345 50 10	Health & Safety Stray Animal Fee	0	.00		0	.00		0	.00
345 **	Health & Safety	0	.00		0	.00		0	.00
346 10 10 10 12 10 14 10 16 10 *	Community Development Activity Revenue Misc Revenue Program Revenue Concession Revenue Community Center	125 83 0 0	550.00 23.18 .00 .00	440 28 276	1,000 664 0 0	2,800.00 838.62 90.00 .00	280 126 224	1,500 1,000 0 0	1,300.00- 161.38 90.00- .00
346 **	Community Development	208	573.18	276	1,664	3,728.62	224	2,500	1 228 62-

City of West Monroe REVENUE REPORT 67% OF YEAR LAPSED

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FUND 001 G	General Fund ACCOUNT	*****	CURRENT ****	*****	****** VE7	AR-TO-DATE ***	*****	ANNUAL	UNREALIZED
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
347	Culture & Recreation								,
10 02		14,583	10,896.00	75	116,664	85,359.18	73	175,000	89,640.82
10 02		1,667	2,400.00		13,336	16,470.00		20,000	3,530.00
10 04	Lodge Rent Fees	833	.00		6,664	900.00-		10,000	10,900.00
10 05	Dog Registration Fee	21	.00		168	15.00		250	235.00
10 06	Shelter Rent Fees	3,750	4,410.00		30,000	21,970.00		45,000	23,030.00
10 08		708	.00		5,664	4,366.55		8,500	4,133.45
10 10	Concessions	333	137.67		2,664	1,999.79		4,000	2,000.21
10 90	Miscellaneous Revenue	417	452.50	109	3,336	3,269.75	98	5,000	1,730.25
10 *	Kiroli Park	22,312	18,296.17	82	178,496	132,550.27	74	267,750	135,199.73
13 10	Shelter Rent	0	.00		0	.00		0	.00
13 12	Misc Rev	0	.00		0	.00		0	.00
13 14	Activity Revenue	0	.00		0	.00		0	.00
13 *	Restoration Park	0	.00		0	.00		0	.00
15 10	BMX Track	0	.00		0	.00		0	.00
15 90	Miscellaneous Revenue	0	.00		0	.00		0	.00
15 *	Lazarre Park	0	.00		0	.00		0	.00
20 10	Facility Rent	625	175.00	28	5,000	5,105.00	102	7,500	2,395.00
20 11	Memberships	1,250	1,457.50		10,000	13,313.00		15,000	1,687.00
20 12	Concessions	625	2,885.29		5,000	8,007.73		7,500	507.73-
20 15	Program Revenue	3,333	450.00		26,664	39,205.00		40,000	795.00
20 16	Basketball Revenue	0	.00		0	.00	<u>.</u> .	0	.00
20 *	Recreation Center	5,833	4,967.79	85	46,664	65,630.73	141	70,000	4,369.27
30 10	Membership Fee	0	.00		0	.00		0	.00
30 15	Booth Rental	833	.00		6,664	6,985.00	105	10,000	3,015.00
30 20	Pea Sheller	333	.00		2,664	3,686.00		4,000	314.00
30 21	Pecan Sheller	708	.00		5,664	4,753.00		8,500	3,747.00
30 25	Freezer Rental	667	.00		5,336	5,958.00		8,000	2,042.00
30 30	Misc Revenue	42	.00		336	590.50		500	90.50-
30 *	Farmer's Market	2,583	.00		20,664	21,972.50	106	31,000	9,027.50
40 10	Non-Catered Event Income	0	.00		0	.00		0	.00
40 11	Equipment Rental	1,667	1,918.25		13,336	23,231.89	174	20,000	3,231.89-
40 12	Concessions	542	898.50		4,336	6,058.01		6,500	441.99
40 13	Deposit Forfieture	83	.00		664	6,692.00		1,000	5,692.00-
40 14	Catering	2,083	513.80		16,664	5,645.77		25,000	19,354.23
40 15	Interagency Promotion	167	.00		1,336	468.95		2,000	1,531.05
40 16	Outside Caterer Fee	2,083	2,112.25	101	16,664	24,907.60		25,000	92.40
40 10	RV Space Rental	2,003	.00		10,004	.00		25,000	.00
40 18	Room Rental	7,500	7,250.00		60,000	61,589.74		90,000	28,410.26
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City of West Monroe REVENUE REPORT 67% OF YEAR LAPSED

City of West Monroe

PROGRAM: GM259L

FUND 001 G									
- ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	ACCOUNT		CURRENT ****			EAR-TO-DATE ***		ANNUAL	UNREALIZED
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
40 19	Special Events	0	.00	0.5	0	350.00	1.00	0	350.00-
40 20	Beverage Revenue	833	710.00	85	•		130	10,000	
40 21	Catering IKE	0	.00		0	.00		0	.00
40 22	Other Rev	0	.00		0	.00		0	.00
40 23	Ticket Sales Cnv Cntr	U	.00		U	.00		U	.00
40 *	Convention Center	14,958	13,402.80	90	119,664	137,595.19	115	179,500	41,904.81
45 10	Equine Event Rental	16,250	.00		130,000	78,084.00	60	195,000	116,916.00
45 11	Rental Forfeiture	0	.00		0	.00		0	.00
45 12	Stall Rentals	6,250	420.00	7	50,000		153	75,000	1,500.00-
45 13	Shavings Sales	10,417	1,034.00	10	83,336	93,420.00	112	125,000	31,580.00
45 14	Other Event Rental	6,667	4,800.00	72	53,336	41,350.00	78	80,000	38,650.00
45 16	RV Space Rental	3,000	490.00	16	24,000	36,361.00	152	36,000	361.00-
45 17	Concessions	9,583	17,379.35		76,664	92,307.33	120	115,000	22,692.67
45 18		2,500	267.00	11	20,000	25,276.26	126	30,000	4,723.74
45 19	Interagency Promotion	0			0	.00		0	.00
45 20	General Parking Fee Rev	0			0			0	.00
45 21	Sponsorships	0	.00		0			0	.00
45 22	Security	208	650.00	313	1,664		599	2,500	-
45 23	Ticket Sales - Ike	0	.00		0	.00		0	.00
45 24	Misc Rec - Ike	0	.00		0	125.00		0	125.00-
45 25	Beverage Sales	0	.00		0	2,254.00		0	2,254.00-
45 *	Ike Hamilton Expo Center	54,875	25,040.35	46	439,000	455,637.59	104	658,500	202,862.41
347 **	Culture & Recreation	100,561	61,707.11	61	804,488	813,386.28	101	1,206,750	393,363.72
348	Public Works								
20 10	Street Cuts	83	50.00	60	664	450.00	68	1,000	550.00
348 **	Deck 1 day 17 celler	0.2	F0 00	60	C C A	450.00	60	1 000	FF0 00
348 **	Public Works	83	50.00	60	664	450.00	68	1,000	550.00
340 ***	Charges for Services	195,457	158,740.76		1,563,656	1,724,343.31		2,345,500	621,156.69
350 351	Fines Court Fines								
10 10	City Court Fines	15,417	20,525.62	133	123,336	118,672.86	96	185,000	66,327.14
10 10	General Court Costs	1,250	1,837.00	133 147	10,000	18,126.00	181	15,000	3,126.00-
10 12	Parking Ticket Fines	1,250	.00	1 1 /	10,000	.00	101	15,000	.00
10 13	DWI Fines	1,000	3,352.24	335	8,000	24,988.90	312	12,000	12,988.90-
10 20	DWI Fines DWI Special Cost	192	450.00	234	1,536	2,900.00	189	2,300	600.00-
10 20	DWI Special Cost	172	430.00	234	1,550	2,700.00	100	2,300	000.00
10 *	Court	17,859	26,164.86	147	142,872	164,687.76	115	214,300	49,612.24
351 **	Court Fines	17,859	26,164.86	147	142,872	164,687.76	115	214,300	49,612.24
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City of West Monroe REVENUE REPORT 67% OF YEAR LAPSED

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 FUND 00	1 Ge	neral Fund								
ACCOU	NT	ACCOUNT DESCRIPTION	********* ESTIMATED	CURRENT ***** ACTUAL	**** %REV	******* YEAI ESTIMATED	R-TO-DATE *** ACTUAL	**** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
352 81	00	Fees NSF Fee	0	.00		0	25.00		0	25.00-
01	. 00	MPI I GG	O	.00		O	25.00		O	23.00-
352	* *	Fees	0	.00		0	25.00		0	25.00-
350	***	Fines	17,859	26,164.86		142,872	164,712.76		214,300	49,587.24
360 361		Invstmnts,Rents,Contribut Investment Earnings								
10	00	Interest Revenue	2,917	2,485.72	85	23,336	17,314.65	74	35,000	17,685.35
	10	General Govt	0	.00		0	16,210.30		0	16,210.30-
10	15	Hasley Cemetary Trust	0	.00		0	.00		0	.00
10	*	Interest Revenue	2,917	2,485.72	85	23,336	33,524.95	144	35,000	1,475.05
361	* *	Investment Earnings	2,917	2,485.72	85	23,336	33,524.95	144	35,000	1,475.05
362		Rents and Royalties								
	00	Rent of Office Space	250	150.00	60	2,000	1,650.00	83	3,000	1,350.00
	10		1,667	1,383.72	83	13,336	13,916.22	104	20,000	6,083.78
	10 12	Golf Course Rent Ice Machine IKE	0 0	.00		0	.00		0	.00
	15	ATM	21	49.75	237	168	390.75	233	250	140.75-
30	*	Leases	21	49.75	237	168	390.75	233	250	140.75-
362	**	Rents and Royalties	1,938	1,583.47	82	15,504	15,956.97	103	23,250	7,293.03
262			·	·		·	·		·	·
363 10	00	Escheats Sales of Recyclables	2,083	299.95	14	16,664	11,960.80	72	25,000	13,039.20
363	* *	Escheats	2,083	299.95	14	16,664	11,960.80	72	25,000	13,039.20
364		Contributions / Donations								
	00	Kiroli Contributions	0	.00		0	.00		0	.00
	00	Expo Center Contributions	0	.00		0	.00		0	.00
13 30	00	Community Development Private Contributions	0 0	.00		0 0	.00 400.00		0 0	.00 400.00-
364	* *	Contributions / Donations	0	.00		0	400.00		0	400.00-
360	***	Invstmnts, Rents, Contribut	6,938	4,369.14		55,504	61,842.72		83,250	21,407.28
	00	Other Financing Sources Interfund Transfers In Transfers In 86 Sales Tax Capital	0 0	.00		0 0	.00		0 0	.00
		-								

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City of West Monroe REVENUE REPORT 67% OF YEAR LAPSED

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FUND 001 G	ACCOUNT		CURRENT ****			YEAR-TO-DATE ***		ANNUAL	UNREALIZED
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
18 00	Section 8 Fund	0	.00		0	.00		0	.00
19 00	Utility Enterprise Fund	0	.00		0	.00		0	.00
391 **	Interfund Transfers In	0	.00		0	.00		0	.00
392	Proceeds from Asset Disp								
10 00	Sale of Assets	41,667	.00		333,336	471,100.00	141	500,000	28,900.00
20 00	Comp on Loss of Cap Asset	0	.00		0	.00		0	.00
392 **	Proceeds from Asset Disp	41,667	.00		333,336	471,100.00	141	500,000	28,900.00
393	Gen Long Term Debt Issued								
10 00	General Obligation Bonds	0	400.00		0	512.49		0	512.49-
393 **	Gen Long Term Debt Issued	. 0	400.00		0	512.49		0	512.49-
394	Miscellaneous Revenue								
10 00	Other Misc Revenue	0	583.33		0	280,398.23		0	280,398.23-
10 05	Unknown	0	.00		0	.00		0	.00
10 06	Credit Card Fee	167	318.98	191	1,336	1,319.98	99	2,000	680.02
10 10	Re-Insurance Claims Rev	0	.00		0	170.00		0	170.00-
10 12	Claims	0	.00		0	4,000.00		0	4,000.00-
10 *	Other Misc Revenue	167	902.31	540	1,336	285,888.21	1399	2,000	283,888.21-
394 **	Miscellaneous Revenue	167	902.31	540	1,336	285,888.21	1399	2,000	283,888.21-
390 ***	Other Financing Sources	41,834	1,302.31		334,672	757,500.70		502,000	255,500.70-
בוואום הסהצ	L General Fund	1,997,631	3,066,843.56		15,981,048	16,987,890.86		23,971,565	6,983,674.14
FUND IOIA	n deneral rund	1,331,U31	5,000,045.50		13,901,040	10,301,030.00		23,911,505	0,303,0/4.14
GRAND TOTA	L	1,997,631	3,066,843.56		15,981,048	16,987,890.86		23,971,565	6,983,674.14

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2023 TRIAL BALANCE AS OF 02/28/2023

ACCOUNTING PERI

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CREDIT BALANCE	DEBIT BALANCE	ty Enterprise Fund ACCOUNT DESCRIPTION
	21,916.36	Cash / Operating Cash
	1,453,747.00	Utility Billing / Utility
	9,487.00	Accounts Receivable / Billed Services
	4,688.63	Due From Employees / Travel Advances
	.00	NSF Checks / NSF
	.00	Due From Other Entities / Georgia Pacific
	12,125.00	Due From Other Entities / Riverwood
530,055.51		Allowance for Uncollectab / Utility Billing
	125,779.13	Ouachita Parish / Sewer Dist #5
	.00	Due From Other Funds / City General Fund
	1,075,740.35	Deferred Charges / Net Pension Liability
	.00	Non-Current Assets / Investments
	74,150.00	Fixed Assets / Land
	52,495,293.00	Fixed Assets / Infrastructure
27,508,792.94		Infrastructure / Accumulated Depreciation
	73,435.92	Fixed Assets / Building
73,434.75		Building / Accumulated Depreciation
	.00	Fixed Assets / Imp Other Than Buildings
	.00	Imp Other Than Buildings / Accumulated Depreciation
	1,800,461.28	Fixed Assets / Machinery & Equipment
1,800,461.26		Machinery & Equipment / Accumulated Depreciation
	.00	Fixed Assets / Construction in Progress
91,351.90		Current Liabilities / Vouchers/Accounts Payable
53,784.60		Vouchers/Accounts Payable / Accounts Payable General
.00		Current Liabilities / Retainage Payable
62,832.03		Sales Tax Payable / Water

FUND 901 Utility Enterprise Fund

FUND IS IN BALANCE

2023 TRIAL BALANCE AS OF 02/28/2023

ACCOUNTING PERI

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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		716,000.00
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		177,907.00
223 10	00 Deferred Revenue / Overpayments	85,193.29	
223 11	00 Deferred Revenue / Net Pension Liability		269,313.26
228 10	10 Utilities / Water		213,371.39
238 10	00 Net Pension Obligation / MERS		4,862,298.58
242 10	00 Fund Equtiy / Revenue Control Account		3,705,340.52
242 20	00 Fund Equtiy / Expenditure Cntrl Summary	4,090,596.37	
243 00	00 Fund Equity / Encumbrance Control	6,482.48	
244 00	00 Fund Equity / Reserve for Encumbrances		6,482.48
250 00	00 Fund Equity / Pr Yr Res for Encumbrance		17,183.00
254 10	00 Retained Earnings / Unreserved Retnd Earnings	28,360,731.21	
261 10	00 Invested in Capital Assts / Contributed Capital		49,601,217.80
	FUND TOTALS	89,689,827.02	89,689,827.02

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

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- 0000	ACCOUNT		CURRENT ****			EAR-TO-DATE ***		ANNUAL	UNREALIZED
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV 	ESTIMATED	ACTUAL	%REV 	ESTIMATE	BALANCE
340 344	Charges for Services Sanitation								
10 15 10 20	Sewer Sewer Line Services	79,167 0	75,514.89 .00	95	633,336 0	590,510.84 .00	93	950,000 0	359,489.16 .00
10 35	Excess Trash Rev	0	.00		Ō	.00		Ō	.00
10 *	Utilities	79,167	75,514.89	95	633,336	590,510.84	93	950,000	359,489.16
15 10	Sewer Dist 5	113,036	.00		904,288	868,895.98	96	1,356,437	487,541.02
344 **	Sanitation	192,203	75,514.89	39	1,537,624	1,459,406.82	95	2,306,437	847,030.18
348	Public Works	170 022	124 700 67	70	1 266 664	1 007 004 00	0.0	0.050.000	000 015 00
10 10 10 20	Water Treatment Plant	170,833 128,333	134,722.67 103,176.92	79 80	1,366,664 1,026,664	1,227,084.92 934,003.65	90 91	2,050,000 1,540,000	822,915.08 605,996.35
10 25	Penalty	6,875	5,209.25	76	55,000	83,652.67	152	82,500	1,152.67-
10 50	Taps	0	.00		0	.00		0	.00
10 *	Utilities	306,041	243,108.84	79	2,448,328	2,244,741.24	92	3,672,500	1,427,758.76
348 **	Public Works	306,041	243,108.84	79	2,448,328	2,244,741.24	92	3,672,500	1,427,758.76
340 ***	Charges for Services	498,244	318,623.73		3,985,952	3,704,148.06		5,978,937	2,274,788.94
350 352	Fines Fees								
81 00	NSF Fee	0	.00		0	.00		0	.00
352 **	Fees	0	.00		0	.00		0	.00
350 ***	Fines	0	.00		0	.00		0	.00
360	Invstmnts, Rents, Contribut								
361 10 00	Investment Earnings Interest Revenue	0	.00		0	.00		0	.00
361 **	Investment Earnings	0	.00		0	.00		0	.00
360 ***	Invstmnts, Rents, Contribut	0	.00		0	.00		0	.00
390	Other Financing Sources								
391 12 00	Interfund Transfers In Transfers In	0	.00		0	.00		0	.00
391 **	Interfund Transfers In	0	.00		0	.00		0	.00
392	Proceeds from Asset Disp	_			_	_		_	_
10 00	Sale of Assets	0	.00		0	.00		0	.00
392 **	Proceeds from Asset Disp	0	.00		0	.00		0	110 00

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

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FUND 901		ility Enterprise Fund ACCOUNT		CURRENT *****		IBAR IO DAIB		ANNUAL	UNREALIZED
ACCOU	NT 	DESCRIPTION	ESTIMATED	ACTUAL	%REV ESTIMATE	D ACTUAL	%REV 	ESTIMATI	E BALANCE
393 10	00	Gen Long Term Debt Issued General Obligation Bonds	0	.00	(.00		0	.00
393	* *	Gen Long Term Debt Issued	0	.00	(.00		0	.00
394 10	00	Miscellaneous Revenue Other Misc Revenue	167	.00	1,336	1,192.46	89	2,000	807.54
394	**	Miscellaneous Revenue	167	.00	1,336	1,192.46	89	2,000	807.54
390	***	Other Financing Sources	167	.00	1,336	1,192.46		2,000	807.54
FUND 7	TOTAL	Utility Enterprise Fund	498,411	318,623.73	3,987,288	3,705,340.52		5,980,937	2,275,596.48
GRAND 7	TOTAL		498,411	318,623.73	3,987,288	3,705,340.52		5,980,937	2,275,596.48