



Notice of:

BOARD OF ALDERMEN REGULAR MEETING

Tuesday, August 20, 2024 at 6:00 PM

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

AGENDA

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

NOTICE/MINUTES

Call to order/Verification of Attendance

Motion to Approve Minutes

- [1\)](#) Motion to approve the minutes of the August 6, 2024 Regular Council Meeting.

Recognitions/Presentations

- 2) City of West Monroe Employee Recognitions.

Mayor's Review

Community Announcements

ADMINISTRATION/FINANCE

- [3\)](#) **Ordinance** to amend Sec 7-2010 of the Code of Ordinances, relating to sewerage collection charges, to provide for a required increase in sewer treatment charges to be effective on September 1, 2024, and to provide for the further required increases in sewer treatment charges to be effective on July 1, 2025, and on July 1, 2026.
- [4\)](#) Finance Director, Matthew Wilson, will explain the West Monroe Sales Tax rates.
- [5\)](#) **Ordinance** to authorize execution of a services agreement with Skyriders Communications, Inc. to provide internet services at an additional location and to extend the term of the existing agreement.

BUILDING AND DEVELOPMENT

LEGAL

- [6\)](#) **INTRODUCE** Ordinance to authorize the purchase of certain immovable property located along Golf Course Creek/Black Bayou drainage canal from MISC Properties, LLC for \$3,000.00.
- [7\)](#) **Ordinance** to authorize the sale of certain immovable property to KVS, LLC (Karl Dhaliwal, et al) of an additional 0.157 acres adjoining the lot purchased on Coleman Street which will improve access to the proposed store to be considered. **Ordinance introduced at the July 16, 2024 City Council meeting.**
- 8) **Ordinance** to enact Sec. 2-6020 of the Code of Ordinances to provide a description of the West Monroe Riverfront Economic Development District.

PUBLIC WORKS

COMMUNITY SERVICES

PARKS AND RECREATION

POLICE/FIRE

WMFD

WMPD

ENGINEERING/CONSTRUCTION PROJECTS

[9\)](#) Crosley Street Sanitary Sewer Improvements - City Project # 000322

Ordinance to authorize execution of a contract with S.E. Huey Co. for Engineering Services.

[10\)](#) South 8th Street Drainage Improvements - City Project #000200

Ordinance to authorize execution of a contract with S.E. Huey Co. for Engineering Services.

[11\)](#) S. Riverfront Street Water Main Improvements CWFY FY22-23 - City Project #000201

Ordinance to authorize execution of contract with S.E. Huey Co. for Engineering Services.

[12\)](#) **Ordinance** to authorize entering into a Professional Services Contract for certain consulting services with Providence Engineering and Environmental Group, LLC in connection with the regulatory relationships involved in the operation of the WM/WO#5 Sewer Treatment Plant.

[13\)](#) Highland School Area Sidewalk Project - City Project #000134

Ordinance to authorize execution of an amendment to the contract with S.E. Huey Co. for Engineering Services.

[14\)](#) South 5th Street Sewer Point Repair - City Project #000308

Authorize Change Order No. 1 (+ \$707.50; + 0 days) with Amethyst Construction, Inc.

[15\)](#) Kiroli Park Trails - LWCF Grant - City Project #C24002

Authorize Change Order No. 2 (+ \$4,500.00; + 0 days) with Ryan Watson Construction.

[16\)](#) Montgomery Avenue Lift Station Renovation & Force Main - City Project #CP0083

Authorize Change Order No. 1 (+ \$0; + 42 days) with McLemore Service Contractors, LLC.

[17\)](#) Arkansas Road Utility Relocation (North 7th St to Otis St) - City Project #000213

Authorize City Clerk to advertise for bids.

[18\)](#) New Drago Street Sanitary Sewer Lift Station - City Project #000180

Authorize City Clerk to advertise for bids.

[19\)](#) Project Updates

S.E. Huey Co.

Lazenby & Associates, Inc.

PUBLIC COMMENTS/OTHER BUSINESS

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

ADJOURN

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

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



**HIGHLAND PARK ECONOMIC DEVELOPMENT DISTRICT, STATE OF
LOUISIANA**

**Tuesday, August 06, 2024 at 5:50 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

ABSENT

Ben Westerburg

ADMINISTRATION/FINANCE

Resolution 845: Resolution to adopt the millage rate and levy the ad valorem taxes authorized for the year of 2024 for the Highland Park Economic Development District, State of Louisiana.

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

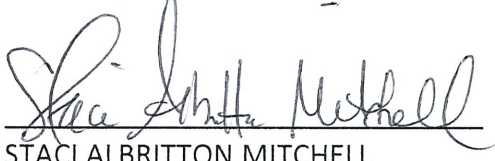
ADJOURN

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

ATTEST:


CINDY EMORY
CITY CLERK

APPROVED:


STACI ALBRITTON MITCHELL
MAYOR



PUBLIC HEARING FOR AD VALOREM TAX

Tuesday, August 6, 2024 at 6:00 PM

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

MINUTES FOR PUBLIC HEARING

Public Comments: Any person present who wishes to comment should stand 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.

Call to order/Verification of Attendance

PRESENT

Mayor Staci Mitchell
Polk Brian
Morgan Buxton
Thom Hamilton
Rodney Welch

ABSENT

Ben Westerburg

To consider levying additional millage rates without further voter approval or adopting the adjusted millage rate after reassessment and rolling forward to rates not to exceed the prior year's maximum.

ADJOURN

Motion made by Brian, Seconded by Hamilton.

Voting Yea: Brian, Buxton, Hamilton, Welch

BOARD OF ALDERMEN REGULAR MEETING

Tuesday, August 06, 2024 at 6:05 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

ABSENT

Ben Westerburg

The meeting was opened with prayer by Mt. Gilead Baptist Church Pastor Carey Davis. The Pledge of Allegiance was led by Highland Elementary First Grader Ransom Murphy.

Motion to Approve Minutes

Motion to approve the minutes of the July 16, 2024 Regular Council Meeting.

Motion made by Brian, Seconded by Welch.

Voting Yea: Brian, Buxton, Hamilton, Welch

Mayor Mitchell presented a proclamation to Skyjacker Suspensions, recognizing the 50th Anniversary of Skyjacker Suspensions, continuing to provide innovative products and excellent service to not only the residents of the City of West Monroe and our region, but also throughout North America and Europe.

The Mayor and Board of Aldermen were presented with LMA Community Achievement Awards for the Indoor Sports Facility and its contribution to the Community.

ADMINISTRATION/FINANCE

Ordinance 5361: Ordinance to adopt the adjusted millage rate for the general alimony ad valorem property tax.

Motion made by Welch, Seconded by Hamilton.

Voting Yea: Brian, Buxton, Hamilton, Welch

Ordinance 5362: Ordinance to roll forward the general alimony adjusted millage rate.

Motion made by Buxton, Seconded by Hamilton.

Voting Yea: Brian, Buxton, Hamilton, Welch

BUILDING AND DEVELOPMENT

Ordinance 5363: Ordinance to rezone property located at 118 N. Hilton Street, West Monroe, from O-L (Open Land) District to R-2 (Multi-Family Residential) District. Assessor parcel #101491. BAH Nathan Village Ltd., applicant. Received a **favorable** recommendation by the Planning Commission.

Motion made by Brian, Seconded by Buxton.

Voting Yea: Brian, Buxton, Hamilton, Welch

LEGAL

Public Hearing on the proposed creation of the West Monroe Riverfront Economic Development District, State of Louisiana, and the levy of a one percent (1%) sales tax therein.

Ordinance 5364: Ordinance to create the West Monroe Riverfront Economic Development District, State of Louisiana, in accordance with and as authorized by Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended; defining the boundaries thereof; and providing for other matters in connection therewith.

Motion made by Hamilton, Seconded by Welch.

Voting Yea: Brian, Buxton, Hamilton, Welch

Ordinance 5365: Ordinance to authorize the levy of a one percent (1%) sales tax within the West Monroe Riverfront Economic Development District, State of Louisiana, directing that such sales tax in the District will be used to provide funds for economic development projects in accordance with and as authorized by Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended; and providing for other matters in connection with the foregoing.

Motion made by Welch, Seconded by Buxton.

Voting Yea: Brian, Buxton, Hamilton, Welch

Ordinance 5366: Ordinance to approve Letter of Intent with Francis Energy Charging, LLC with regard to seeking grant funds for development of Electric Vehicle Charging Stations.

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

Ordinance 5367: Ordinance to amend Section 11-4015(b)(1) of the Code of Ordinances, relative to the crime of resisting an officer, to provide that obstruction includes failure to provide or display proper identification under certain circumstances.

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

Ordinance 5368: Ordinance to amend Section 11-4035 of the Code of Ordinances, relating to the penalties for possession or use of drug paraphernalia, to reduce the penalties relating to marijuana drug paraphernalia.

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

Ordinance 5369: Ordinance to enact Section 11-5016 of the Code of Ordinances, to define the crime of unlawful use of an unmanned aircraft system, to provide applicable definitions of terms, to provide for certain exceptions and exclusions, and to establish the penalties for violations.

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

Ordinance 5370: Ordinance to enact Section 11-3001.1 of the Code of Ordinances, to create the crime of vandalizing, tampering with, or destroying a crime camera system; to provide for definitions.

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

Ordinance 5371: Ordinance to amend Sec. 11-4027 to 11-4027.6 of the Code of Ordinances, to amend "Operating a Vehicle While Intoxicated" to "Operating a Vehicle While Impaired", to provide that impairment may be caused by alcohol or drugs or a combination, and to amend related provisions.

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

COMMUNITY SERVICES

Acting as the West Monroe Housing Authority,

Resolution 846: Resolution to close the waiting list for the Housing Voucher Program.

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

ENGINEERING/CONSTRUCTION PROJECTS

Sewer Point Repair South 5th Street - City Project #000308

Authorize Certificate of Substantial Completion with Amethyst Construction, Inc.

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

Otis St Fire Station Driveway Repair - City Project #000318

Ordinance 5372: Review submitted bids and engineer's recommendations, and if project is awarded, approve Ordinance to accept awarded bid, and to authorize execution of a contract for project construction with the low bidder (BGW Construction, LLC - \$82,076.19).

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

Kiroli Park Trails - LWCF Grant - City Project #C24002

Authorization to advertise for bids.

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

Black Bayou Canal Improvements - Thomas Road Area (EDA) - City Project #000221

Ordinance 5373: Ordinance to authorize execution of a contract with S.E. Huey Co. for Engineering Services.

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

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 and more.

ADJOURN

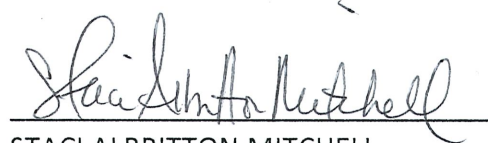
Motion made by Hamilton, Seconded by Buxton.
Voting Yea: Brian, Buxton, Hamilton, Welch

ATTEST:



CINDY EMORY
CITY CLERK

APPROVED:



STACI ALBRITTON MITCHELL
MAYOR

STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AMEND SECTION 7-2010 OF THE CODE OF ORDINANCES, CITY OF WEST MONROE, LOUISIANA, RELATING TO SEWERAGE COLLECTION CHARGES, TO PROVIDE FOR A REQUIRED INCREASE IN SEWER TREATMENT CHARGES TO BE EFFECTIVE ON SEPTEMBER 1, 2024, AND TO PROVIDE FOR THE FURTHER REQUIRED INCREASES IN SEWER TREATMENT CHARGES TO BE EFFECTIVE ON JULY 1, 2025, AND ON JULY 1, 2026; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, in order to qualify for receipt of grant funds of \$1,813,614.00 for the New Drago Street Lift Station Project, the sewer utility system of the City of West Monroe must show there is a sufficiency of resources available for continued operation, that the sufficiency of resources will be continued to be adequately augmented by sufficient revenue, and that the revenue (when considering other available sources of funds) provides a sustainability factor of 1.15x;

WHEREAS, City contracted for a Sewer Rate Study Report, which analyzed the Sewer utility system from a financial standpoint, and which determined that in order to obtain and maintain the required 1.15x sustainability factor, the City is required to increase its sewer rates in accordance with the Sewer Rate Study; and

WHEREAS, now implementing those recommended sewer rate increases for 2024, for 2025, and for 2026 will allow the City to attain the required sustainability factor of 1.15x.

ACCORDINGLY,

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Section 7-2010 of the Code of Ordinances, City of West Monroe, Louisiana, is hereby amended, to be applicable for all commercial and residential sewer collection and treatment charges billed after September 1, 2024, to read as follows:

"Sec. 7-2010. Sewer collection and treatment charges - beginning September 1, 2024.

(a) *Sewerage collection charges.*

(1) *Single family residences (noncommercial):* The monthly charge for sewerage collection shall be thirteen dollars and fifty-six cents (\$13.56);

(2) *Commercial (all other than single family residences):*

a. The monthly sewerage collection charge shall be the sum

of thirteen dollars and fifty-six cents (\$13.56) plus two dollars and fourteen cents (\$2.14) for each one thousand (1,000) gallons of water metered and billed which is in excess of ten thousand (10,000) gallons;

- b. Notwithstanding a. above the monthly charge for sewerage collection for institutions exclusively providing room, board, service and/or treatment to handicapped, sick, aged, or persons below the age of majority, or other persons unable physically to care for themselves by reason of some infirmity, shall be the sum thirteen dollars and fifty-six cents (\$13.56) plus one dollar and eighty-seven (\$1.87) for each one thousand (1,000) gallons of water metered and billed which is in excess of ten thousand (10,000) gallons.

(b) *Sewerage treatment charges.*

- (1) Single-family residences (noncommercial): The monthly charge for sewerage treatment shall be four dollars and twenty-four cents (\$4.24) for each one thousand (1,000) gallons of water metered and billed.
- (2) Commercial (all other than single-family residences): The monthly charge for sewerage treatment shall be four dollars and seventy-two cents (\$4.72) for each one thousand (1,000) gallons of water metered and billed.”

(c) *Beginning in 2027, all of the rates set forth above shall be annually adjusted for all charges billed after June 30th of each year in accordance with Sec. 7-2010.2.*

SECTION 2. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Section 7-2010 of the Code of Ordinances, City of West Monroe, Louisiana, is hereby amended, to be applicable for all commercial and residential sewer collection and treatment charges billed after July 1, 2025, to read as follows:

"Sec. 7-2010. Sewer collection and treatment charges - beginning July 1, 2025.

(a) *Sewerage collection charges.*

- (1) *Single family residences (noncommercial):* The monthly charge for sewerage collection shall be seventeen dollars and fifty-six cents (\$17.56);
- (2) *Commercial (all other than single family residences):*
 - a. The monthly sewerage collection charge shall be the sum of seventeen dollars and fifty-six cents (\$17.56) plus two dollars and fourteen cents (\$2.14) for each one thousand (1,000) gallons of water metered and billed which is in excess of ten thousand (10,000) gallons;
 - b. Notwithstanding a. above the monthly charge for sewerage collection for institutions exclusively providing room, board, service and/or treatment to handicapped, sick, aged, or persons below the age of majority, or other persons unable physically to care for themselves by reason of some infirmity, shall be the sum of seventeen dollars and fifty-six cents (\$17.56) plus one dollar and eighty-seven (\$1.87) for each one thousand (1,000) gallons of

water metered and billed which is in excess of ten thousand (10,000) gallons.

(b) *Sewerage treatment charges.*

- (1) Single-family residences (noncommercial): The monthly charge for sewerage treatment shall be five dollars and forty-nine cents (\$5.49) for each one thousand (1,000) gallons of water metered and billed.
- (2) Commercial (all other than single-family residences): The monthly charge for sewerage treatment shall be six dollars and eleven cents (\$6.11) for each one thousand (1,000) gallons of water metered and billed.”

(c) *Beginning in 2027, all of the rates set forth above shall be annually adjusted for all charges billed after June 30th of each year in accordance with Sec. 7-2010.2.*

SECTION 3. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Section 7-2010 of the Code of Ordinances, City of West Monroe, Louisiana, is hereby amended, to be applicable for all commercial and residential sewer collection and treatment charges billed after July 1, 2026, to read as follows:

"Sec. 7-2010. Sewer collection and treatment charges - beginning July 1, 2026.

(a) *Sewerage collection charges.*

- (1) *Single family residences (noncommercial):* The monthly charge for sewerage collection shall be twenty-two dollars and sixty-six cents (\$22.66);
- (2) *Commercial (all other than single family residences):*
 - a. The monthly sewerage collection charge shall be the sum of twenty-two dollars and sixty-six cents (\$22.66) plus two dollars and fourteen cents (\$2.14) for each one thousand (1,000) gallons of water metered and billed which is in excess of ten thousand (10,000) gallons;
 - b. Notwithstanding a. above the monthly charge for sewerage collection for institutions exclusively providing room, board, service and/or treatment to handicapped, sick, aged, or persons below the age of majority, or other persons unable physically to care for themselves by reason of some infirmity, shall be the sum twenty-two dollars and sixty-six cents (\$22.66) plus one dollar and eighty-seven (\$1.87) for each one thousand (1,000) gallons of water metered and billed which is in excess of ten thousand (10,000) gallons.

(b) *Sewerage treatment charges.*

- (1) Single-family residences (noncommercial): The monthly charge for sewerage treatment shall be seven dollars and nine cents (\$7.09) for each one thousand (1,000) gallons of water metered and billed.
- (2) Commercial (all other than single-family residences): The monthly charge for sewerage treatment shall be seven dollars and eighty-eight cents (\$7.88) for each one thousand (1,000) gallons of water metered and billed.”

- (c) *Beginning in 2027, all of the rates set forth above shall be annually adjusted for all charges billed after June 30th of each year in accordance with Sec. 7-2010.2.*

SECTION 4. 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 these provisions shall be effective with the date of the adoption 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 or nay vote, passed and adopted the 20th day of August, 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 20TH DAY OF
AUGUST, 2024

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

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

Parish Rates (Effective 1/1/2023)

****The rate table below includes the new Walnut St EDD****

JURISDICTION	COL	SCHOOL BOARD	STREET IMPR.	CITY OF MONROE FIRE/ POLICE	EAST/WEST OUACHITA PARISH TAX	POLICE JURY	EDD TAX RATES	FIRE PROT.	SHERIFF	MUNIC.	COMBINED LOCAL RATE	STATE RATE	TOTAL RATE
Monroe Food & Drugs	1	2.00%	1.00%	0.49%	-	-	-	-	-	1.50%	4.99%	4.45%	9.44%
Monroe	2	2.00%	1.00%	0.49%	-	-	-	-	-	2.50%	5.99%	4.45%	10.44%
Richwood	R	1.50%	-	-	-	1.00%	-	1.00%	-	2.00%	5.50%	4.45%	9.95%
Sterlington	S	2.00%	-	-	-	1.00%	-	1.00%	-	2.50%	6.50%	4.45%	10.95%
West Monroe	3	3.00%	-	-	-	-	-	-	-	2.99%	5.99%	4.45%	10.44%
East Ouachita Parish	4	2.00%	-	-	1.39%	1.00%	-	1.00%	0.60%	-	5.99%	4.45%	10.44%
West Ouachita Parish	7	3.00%	-	-	0.39%	1.00%	-	1.00%	0.60%	-	5.99%	4.45%	10.44%
West Monroe EDD	8	3.00%	-	-	-	-	1.00%	-	-	2.99%	6.99%	4.45%	11.44%
Sterlington EDD	9	2.00%	-	-	-	1.00%	2.00%	1.00%	-	2.50%	8.50%	4.45%	12.95%
Walnut St EDD	10	2.00%	1.00%	0.49%	-	-	4.25%	-	-	0.25%	7.99%	4.45%	12.44%

STATE OF LOUISIANA
CITY OF WEST MONROE

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

AN ORDINANCE TO AUTHORIZE THE EXECUTION OF AN AGREEMENT FOR SERVICES WITH SKYRIDER COMMUNICATIONS, INC. WHICH PROVIDES FOR ADDITIONAL INTERNET ACCESS AND EXTEND THE TERM OF THE EXISTING AGREEMENT; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to act on behalf of the City of West Monroe, Louisiana, and to execute an agreement for certain services with Skyriders Communications, Inc., to provide internet services at an additional location and to extend the term of the existing agreement, all as more particularly set forth in that Internet Access Agreement, a copy of 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, Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized to execute such additional supplementary documents and to take such actions to obtain those services under the terms and conditions agreed as are reasonable and beneficial, and to take any and all actions and to execute any and all further documents or provide for any amendments she deems either necessary or proper in order to obtain the services needed and desired, including but not limited to providing for alternatives (including reduction in payments and/or termination of the agreement) should some or all of the services not be timely provided.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea or nay vote, this 20th day of August, 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 20TH DAY OF
AUGUST, 2024

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

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

INTERNET ACCESS AGREEMENT

This Internet Access Agreement ("Agreement") is entered into by and between SkyRider Communications, Inc., ("SkyRider") and City of West Monroe ("Customer").

BACKGROUND

- A. Customer desires SkyRider to provide the Customer Internet ("Internet Services").
- B. Customer will allow its employees and students (the "Users") to use the Internet Services.

AGREEMENT**1. Use of Internet Services**

SkyRider shall provide Customer with Dedicated Internet Connectivity and Dedicated Transport Services to twelve (12) locations see "Attachment A" under the terms and conditions embodied in this Agreement with the option to upgrade as provided herein. SkyRider will provide the customer with an IP range of /28 which will give the customer 14 usable IP addresses. Customer may not resell or redistribute any portion of the Internet Connectivity to any third party for financial gain. Customer agrees that the use of the Internet Connectivity by the Users will be subject to the terms and conditions hereof. Customer agrees that Customer is fully responsible for the Users' conduct while using the Internet Connectivity, and for any consequences if such individual misuses the Internet Connectivity, violates this Agreement, or accesses material or information which Customer or any User determines as obscene or otherwise objectionable.

2. Fees and Payment

2.1 Regardless of whether or not Customer uses the Services, SkyRider will charge Customer a monthly fee of \$499 per site for 11 sites and \$569 for 1 site for a total monthly cost of \$6,058.00 (including taxes and fees) which shall be paid by Customer on the first day of each month during the term of this Agreement (the "Services Fee"). The initial installation (one-time fee) charge for set-up and installation of all equipment and configuration is \$0.00. Billing will commence when the site or sites are operational. The Services Fee and installation charge will be billed immediately following the activation of service. From time to time, SkyRider may add or modify certain services relating to the Services, and SkyRider reserves the right to charge customer additional or different fees for providing such new or modified services to Customer upon acceptance of the changes by the Customer. Customer will also be liable for all attorney and collection fees arising from efforts to collect any unpaid balances on Customer's Account.

to operate the Internet Services properly, or to protect itself or its subscribers. SkyRider has no obligation to monitor the Internet Services. However, SkyRider reserves the right to refuse to post or to remove any information or materials, in whole or part, that, in its sole discretion, are unacceptable or in violation of this Agreement. Customer understands and agrees that, unless Customer notifies SkyRider to the contrary in writing, SkyRider may publish Customer's name and other information in directories which may be accessed by third parties.

9. System Rules

Customer shall establish written rules and policies for the proper and lawful use of the Internet Services and shall follow the rules and policies and cause the Users to follow the rules and policies which are important for the proper and lawful use of the Internet Services. Customer's failure to establish such rules and policies or failure to enforce such rules and policies may result in SkyRider terminating this Agreement.

10. Indemnity

Customer agrees to defend and indemnify and hold harmless SkyRider and its officers, directors, employees, affiliates and subsidiaries from and against any and all claims, proceedings, damages, injuries, liability, losses, costs and expenses claims, proceedings (including, without limitation, reasonable attorneys' fees) regardless of the type of claim or nature of the cause of action arising out of or relating to any:

- (a) acts by Customer or any User or materials or information transmitted by Customer or any User in connection with the Internet Services;
- (b) violation of any Rules by Customer or any User; and
- (c) breach of any obligation of this Agreement.

11. Proprietary Rights

By posting messages, uploading files, inputting data, or engaging in any form of communication (collectively, "Communications") in or through the Internet Services by Customer or User, Customer is granting to SkyRider a perpetual, worldwide license (the "License") to use, copy, modify, adapt or document such Communications. SkyRider shall use the Communications solely in conjunction with providing, promoting or distributing the Internet Services. The License does not, however, grant SkyRider any ownership rights in or to the Communications. Customer shall have no recourse against SkyRider for any alleged or actual infringement of any proprietary rights to which Customer may claim ownership. SkyRider or our suppliers own all rights, title and interest in and to all components of the Internet Services, but expressly excluding content owned by third parties which may be accessible through the Internet Services and/or the Internet generally. SkyRider's ownership rights in the Internet Services include, but are not limited to, the look and feel of the end-user interfaces associated with the

2.2 Upgrades. Customer has the option to upgrade bandwidth at anytime during the term of this contract. From time to time, SkyRider may add or modify certain services relating to the Internet Connectivity, and SkyRider reserves the right to charge customer additional or different fees for providing such new or modified services to Customer upon acceptance of the changes by the Customer.

3. Term

This Agreement is effective upon signing and shall remain in effect for a term of three (3) years beginning on (cut-over of services to SkyRider) and ending at midnight 36 months later unless the term is earlier terminated or extended as hereinafter provided. The Customer may automatically renew this Agreement for one-year periods unless terminated as provided herein. Either party hereto may terminate this Agreement at the end of the respective term by giving the other party thirty (30) days written notice prior to the end of the respective term.

4. Additional Charges

Any applicable Federal, State, or Local use, excise, sales or privilege taxes, duties, or similar liabilities, charged to or against SkyRider or customer because of the service furnished by SkyRider, shall be paid by the customer in addition to the regular charges under this agreement.

5. Uncensored Internet Access

YOU UNDERSTAND THAT THE INTERNET SERVICES PROVIDES FULL, UNCENSORED ACCESS TO MATERIALS ON THE INTERNET CREATED AND MAINTAINED BY UNAFFILIATED THIRD PARTIES. SKYRIDER EXERTS NO EDITORIAL CONTROL OVER SUCH MATERIALS, PORTIONS OF WHICH MAY BE CONSIDERED SEXUALLY EXPLICIT, OBSCENE OR OTHERWISE OFFENSIVE. IN NO EVENT SHALL SKYRIDER BE LIABLE TO ANY PERSON OR ENTITY, EITHER DIRECTLY OR INDIRECTLY, WITH RESPECT TO ANY MATERIALS FROM THIRD PARTIES ACCESSED THROUGH THE INTERNET SERVICES. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR CUSTOMER'S USE AND THE USERS' USE OF THE INTERNET SERVICES AND THE INTERNET GENERALLY. SKYRIDER DISCLAIMS ANY AND ALL RESPONSIBILITY FOR CONTENT CONTAINED IN ANY THIRD PARTY MATERIALS PROVIDED THROUGH THE INTERNET SERVICES. CUSTOMER HEREBY AGREES TO INDEMNIFY AND HOLD SKYRIDER HARMLESS FOR ANY AND ALL LOSSES, CLAIMS AND LIABILITIES RELATED TO THE USE OF THE INTERNET SERVICES BY CUSTOMER AND THE USERS INCLUDING REASONABLE ATTORNEYS' FEES.

6. Disclaimers of Warranty

THE INTERNET SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND CUSTOMER'S AND USERS' USE OF THE INTERNET SERVICES IS ENTIRELY AT CUSTOMER'S OWN RISK. CUSTOMER ASSUMES TOTAL RESPONSIBILITY AND RISK FOR CUSTOMER'S AND USERS' USE OF THE INTERNET SERVICES AND THE INTERNET GENERALLY. IT IS ALSO SOLELY CUSTOMER'S RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, USEFULNESS OR VALIDITY OF ALL OPINIONS, ADVICE, SERVICE, PROMOTIONS, ADVERTISEMENTS, AWARDS, PRIZES OR OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE, PROVIDED THROUGH THE INTERNET SERVICES OR ON THE INTERNET GENERALLY. NEITHER SKYRIDER, NOR ITS AFFILIATES OR SUBSIDIARIES, MAKE ANY REPRESENTATIONS, WARRANTIES OR ENDORSEMENTS, EXPRESS OR IMPLIED, WITH REGARD TO THE INTERNET SERVICES OR ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE INTERNET SERVICES OR ON THE INTERNET GENERALLY, OR AS TO THE ACCURACY, QUALITY, COMPLETENESS TITLE, NONINFRINGEMENT, OWNERSHIP, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE OF ANY MATERIALS ACCESSED THROUGH THE INTERNET SERVICES. SKYRIDER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liability

SKYRIDER WILL NOT BE RESPONSIBLE TO CUSTOMER, THE USERS OR ANY THIRD PARTIES UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES WHICH CUSTOMER OR ANY USER MAY INCUR IN CONNECTION WITH THE INTERNET SERVICES OR THE INTERNET GENERALLY, OR CUSTOMER'S OR ANY USERS' USE THEREOF, OR ANY OF THE DATA OR OTHER MATERIALS TRANSMITTED THROUGH OR RESIDING ON THE INTERNET SERVICES, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF SKYRIDER HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGE OR LOSS. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION.

8. Privacy

When reasonably practicable, SkyRider will attempt to preserve the confidentiality of communication with and through the Internet Services. However, Customer agrees that SkyRider has the right to monitor the Internet Services electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other government request,

Internet Services, the name of the Internet Services, and the collective works consisting of all public messages on the Internet Services. Customer may not reproduce and shall make every effort to prevent each User from reproducing any sequence of messages from our Internet Services without SkyRider's permission. In addition, Customer may not copy, modify, adapt, reproduce, translate, distribute, reverse engineer, decompile, or disassemble and shall make every effort to prevent each User from modifying, adapting, reproducing, translating, distributing reverse engineering, decompiling or disassembling (i) any aspect of the Internet Services which SkyRider or SkyRider's suppliers own, or (ii) any service, information or materials supplied by a third party content provider and which Customer or any User may access through the Internet Services.

12. Equipment and Access

Customer understands and agrees that in order to provide the Internet Connectivity that is the subject of this Agreement it might be necessary for SkyRider to install certain equipment on Customer's premises. Any such equipment shall remain the property of SkyRider and will not be considered a component part of Customer's premises.

Further, Customer agrees to allow SkyRider's employees, agents, contractors and designees access to Customer's premises as necessary for the installation, maintenance, repair, inspection, and service of the above-described equipment. SkyRider agrees to give Customer reasonable notice prior to coming onto Customer's premises for these purposes.

13. Miscellaneous

13.1. Notices. All notices, requests, consents, and other communication required or permitted hereunder shall be in writing and shall be personally delivered, electronically delivered by facsimile or telex or mailed by using U.S. first-class, registered or certified mail, return receipt requested, postage prepaid, to the following addresses or to such other address as the parties hereto may designate in writing:

Customer: City of West Monroe
2305 North 7th Street
West Monroe, LA 71291
Telephone:
Facsimile:
Email:

SkyRider: SkyRider Communications, Inc.
ATTN: Brad Warden, President
308 Pine Street
West Monroe, LA 71291
Telephone: (318) 680-6400
Facsimile: (888) 453-3907

Email: brad@skyrider.net

All such notices, requests, consents and other communications shall be deemed to be properly given if delivered personally or, if sent by U.S. Mail, registered or certified, return receipt requested, three (3) business days after the same have been deposited in the United States Mail, addressed and postage prepaid as set forth above or, if sent by Federal Express (or other nationally recognized overnight carrier), the day after delivery to Federal Express (or other nationally recognized overnight carrier) or, if sent electronically, upon verification of receipt.

13.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed by the parties hereto and delivered shall be deemed to be an original, and all such counterparts taken together shall be deemed to be but one and the same instrument.

13.3 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with the internal laws of the State of Louisiana. The parties hereby consent to the jurisdiction of any state or federal court of competent jurisdiction.

13.4 Integration; Construction. This Agreement shall comprise the complete of the agreements of the parties hereto and shall supersede all prior agreements, written or oral, pertaining to the subject matter hereof. This Agreement has been drafted with the joint participation of the parties hereto and shall be construed to be neither against nor in favor of either party, but rather shall be construed in accordance with the fair meaning thereof.

13.5 Waivers and Amendments. No amendment, modification, supplement, termination or waiver of any provision of this Agreement, and no consent to any departure therefore, may in any event be effective unless in writing and signed by the party or parties affected thereby, and then only in the specific instance and for the specific purpose given. Failure on the part of either party to insist on the strict performance of any of the terms and conditions of this Agreement shall not operate as a waiver of those or any other terms and conditions.

13.6 Attorneys' Fees. Each party to this Agreement shall bear its own legal fees and any and all other expenses relating to the transactions contemplated in this Agreement. If any party institutes any action or proceeding to enforce this Agreement or any provision hereof or for damages by reason of any alleged breach of this Agreement or of any provision hereof or for a declaration of rights hereunder, then the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in connection with such action or proceeding.

13.7 Headings. The table of contents (if any) and headings of the Articles and Sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

13.8 Exhibits. Each Exhibit referred to herein and attached hereto is an integral part of

this Agreement and is incorporated herein by this reference.

13.9 Survival of Representations and Warranties. All agreements, representations and warranties contained herein shall survive the execution and delivery of this Agreement and the closing of the transactions contemplated hereby.

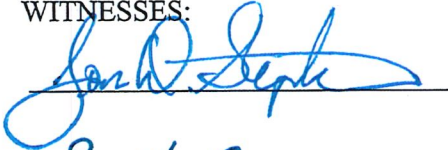
13.10 Assignment. Customer may not assign all or any part of this Agreement without the written consent of SkyRider.

13.11 Interpretation. This Agreement shall be interpreted as if written by both parties hereto.

13.12 Force Majeure. Performance of any obligation under this Agreement may be suspended by either party, without liability, to the extent that an Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party), makes impracticable the performance of this Agreement ("Event of Force Majeure"). Notwithstanding the foregoing, in no event shall the Customer's inability to pay the Internet Fee be deemed an Event of Force Majeure. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature of the contingency and the estimated extent and duration of the suspension. If any Event of Force Majeure causes either party to this Agreement to suspend performance hereunder for a period in excess of ninety (90) days, the party that has not suspended performance shall have the option to terminate this Agreement by providing the other party ten (10) days' notice of such termination.

Executed this 16th day of August, 2024.

WITNESSES:



Beth Avery

SkyRider Communications, Inc.

By: 

Brad Warden, President & CEO

WITNESSES:

City of West Monroe

By: _____
Staci Albritton Mitchell, Mayor

Attachment A

SkyRider shall provide 1GB WAN Hub and 1GB Internet at the City Hall with 100Mbps WAN to each of the sites listed below.

1. City Hall -2305 N 7th Street, 1 Gbps port, 1 Gbps of Internet.
2. 211 Building- 211 Cypress Street, 1 Gbps to City Hall via fiber.
3. Community Center- 400 S 5th Street, 100 Mbps to City Hall via fiber.
4. Complex-Public Works- 303 W Pavilion Drive, 100 Mbps to City Hall via fiber.
5. FD North 5th-303 N 5th Street, 100 Mbps to City Hall via fiber.
6. FD Otis- 404 Otis Street, 100 Mbps to City Hall via fiber.
7. Ike Hamilton- 501 Mane Street, 100 Mbps to City Hall via fiber.
8. West Ouachita Senior Center- 1800 N 7th Street, 100 Mbps to City Hall via fiber.
9. Waste Water Treatment Plant- 250 East Martin, 100 Mbps to City Hall via wireless.
10. Kiroli Park- 820 Kiroli Road, 100Mbps of Wireless WAN,
11. Fire Department- Cypress Street, 100Mbps via wireless
12. Recycling Center- 614 Grantham Ave, 100Mbps via fiber WAN

STATE OF LOUISIANA
CITY OF WEST MONROE

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

AN ORDINANCE TO AUTHORIZE THE PURCHASE OF CERTAIN IMMOVABLE PROPERTY FROM MISC PROPERTIES, LLC, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe, Louisiana, be and it is hereby authorized to purchase certain immovable property owned by MISC PROPERTIES, LLC, (“MISC”), the property to be purchased being more particularly described as follows:

From an iron pin marking the corner common to Sections 34, 46 and 47, Township 18 North, Range 3 East, Ouachita Parish, Louisiana, run North 54 degrees 00 minutes 30 seconds East along the southeasterly line of said Section 46 a distance of 2,274.2 feet to an iron pin at the most southerly corner of that certain 13.2 +/- acre tract conveyed to Charles E. Wilkes and Allison Syme Wilkes by Cash Sale in Conveyance Book 1576, Page 43, of the records of Ouachita Parish, Louisiana; thence run North 54 degrees 05 minutes 30 seconds East along the southeasterly line of said Section 46 and the southerly line of said Wilkes tract a distance of 600.0 feet to the most southerly corner of Tract 1 sold to Wal-Mart Stores, Inc. by deed filed for record in Conveyance Book 1612, Page 507, records of Ouachita Parish, Louisiana; thence North 35 degrees 54 minutes 30 seconds West a distance of 237.03 feet to a point on the northwesterly line of Lot 1 of the Blazier Estate, and the most westerly corner of said Tract 1 sold to Wal-Mart Stores, Inc.; thence run North 54 degrees 01 minutes 42 seconds East along said northwesterly line a distance of 728.78 feet to the centerline of Black Bayou Drainage Canal, the most northerly corner of said Tract 1 sold to Wal-Mart Stores, Inc., and the POINT OF BEGINNING of the herein described tract; then run South 52 degrees 03 minutes 01 seconds East along said centerline a distance of 247.60 feet to a point on the southerly line of said Lot 1 and said Section 46, and said point also being the most easterly corner of said Tract 1 sold to Wal-Mart Stores, Inc.; thence, proceed North 54 degrees 05 minutes 30 seconds East along the southeasterly line of said Section 46 and the southeasterly line of said Wilkes tract, a distance of 117.77 feet, more or less, to a 1/2 inch iron rod on the easterly bank of a drainage canal (Golf Course Creek), being the southwest corner of a 1.299+/- acre tract donated to the City of West Monroe by Donation filed as Instrument # 1895203, records of Ouachita Parish, Louisiana; thence, proceed North 21 degrees 06 minutes 31 seconds West along the easterly bank and southwesterly line of said City of West Monroe tract, a distance of 243.94 feet to the Southwest corner of Lot 34 of the West Monroe Commercial Center as per plat recorded in Plat Book 11, Page 123, of the records of Ouachita Parish, Louisiana; thence proceed in a Southwesterly direction along the northerly line of said Wilkes 13.2+/- acre tract back to the point of beginning (being all of that portion of the Wilkes 13.2 +/- acre tract located between the Black Bayou Drainage Canal and Golf Course Creek), being that same parcel of property transferred by Charles Edward Wilkes and Allison Syme Wilkes in that certain Cash Sale Deed filed for record as DR#1900984, records of Ouachita Parish, Louisiana.

for the cash price of THREE THOUSAND AND NO/100 (\$3,000.00) DOLLARS, subject to the further conditions:

- a) Taxes for the year 2024, if any, to be paid by the City of West Monroe.

- b) MISC PROPERTIES, LLC to waive, renounce and relinquish any and all rights to which it may have or enjoy pursuant to R.S. 41:1338 or R.S. 31:149, or arising under LA Constitution Article I, Section 4, as to the properties.
- c) The property described above to be free and clear of all mortgages, liens or encumbrances.
- d) Any improvements located on the property are in “as is” condition, with no warranty as to usability for any purpose.

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

SECTION 3. The above ordinance was introduced on August 20, 2024, 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 17th day of September, 2024, with the final vote being as follows:

YEA: _____

NAY: _____

NOTVOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 17TH DAY OF
SEPTEMBER, 2024

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

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

CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE THE CITY OF WEST MONROE, LOUISIANA TO SELL CERTAIN DESCRIBED IMMOVABLE PROPERTY WHICH IS NOT NEEDED FOR ANY PUBLIC PURPOSE BY THE CITY OF WEST MONROE, LOUISIANA TO KVS, LLC FOR THE CASH SUM OF \$18,337.19; 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 1B of “RESUBDIVISION OF LOT 1 OF THE RESUBDIVISION OF A PORTION OF BLOCK “A” OF ZEIGIN’S SUB. OF THE J.C. RANSOM ESTATE IN SECTION 44 & 52, T17N & 18N - R3E, OUACHITA PARISH, LOUISIANA”, the plat of which is of record as Instrument # 1898143, records of Ouachita Parish, Louisiana

Subject to any and all rights-of-way and/or servitudes of record or of use, including but not limited to the easements for ingress, egress, and utilities located in the northeastern corner of Lot 2, as shown on that plat of record in Plat Book 20, Page 54, and as further extended in the plat filed as Instrument #1898143, records of Ouachita Parish, Louisiana.

to KVS, LLC (“BUYER”) for and in consideration of the cash sum of EIGHTEEN THOUSAND, THREE HUNDRED THIRTY-SEVEN AND 19/100 (\$18,337.19) DOLLARS, subject to the following conditions:

- a) Subject to any and all subdivision or development restrictions of record, and all further 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.

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 requiring execution of an additional agreement imposing the same or similar provisions to which the adjacent property sold to KVS, LLC in 2023 remains subject, all as through this parcel was then also included in that sale, all to any extent determined as appropriate by the Mayor.

SECTION 3. The above ordinance was introduced on July 16, 2024, 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 20th day of August, 2024, with the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 20TH DAY OF
AUGUST, 2024.

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

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

STATE OF LOUISIANA
CITY OF WEST MONROE

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

AN ORDINANCE TO AUTHORIZE THE MAYOR OF THE CITY OF WEST MONROE, LOUISIANA, TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH S.E. HUEY CO. FOR CERTAIN ENGINEERING SERVICES IN CONNECTION WITH THE PROJECT KNOWN AS “CROSLEY STREET SANITARY SEWER IMPROVEMENTS”, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to execute on behalf of the City of West Monroe, Louisiana, a Contract For Engineering Services with S.E. Huey Co. for certain engineering services on the project known as “Crosley Street Sanitary Sewer Improvements”, a copy of which contract 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 Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized to take any and all actions and to execute any and all further documents she deems either necessary or proper to negotiate, prepare, execute and carry out the activities arising out of the contract described above according to its terms and intent, including but not limited to such negotiations and modifications as she determines appropriate regarding the terms and conditions of the employment, the nature of the services performed and the manner of calculation of compensation for those services.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea or nay vote, this 20th day of August, 2024, the final vote being as follows:

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

APPROVED THIS 20TH DAY OF
AUGUST, 2024

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

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

**CONTRACT FOR ENGINEERING SERVICES
CROSLEY STREET SANITARY SEWER IMPROVEMENTS**

THIS CONTRACT FOR ENGINEERING SERVICES (hereinafter simply referred to as this "Contract") by and between City of West Monroe, hereinafter referred to as "OWNER" and S. E. Huey Co., Monroe, Louisiana, hereinafter referred to as "ENGINEERS".

WHEREAS, OWNER proposes to undertake a project known as the "CROSLEY STREET SANITARY SEWER IMPROVEMENTS" (hereinafter referred to as the "PROJECT"), which includes the replacement of the sanitary sewer system along Crosley Street; and

WHEREAS, OWNER desires to engage ENGINEERS to make surveys, design improvements, prepare final construction plans and specifications, provide contract administration, and provide on-site construction observation/inspection as necessary or appropriate for proper review of construction activities by contractor; and

WHEREAS, ENGINEERS are agreeable to undertaking the engineering, surveying and related services under conditions and for fees set forth in this contract.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, OWNER and ENGINEERS hereto agree as follows:

OWNER hereby employs and retains ENGINEERS, and ENGINEERS agree to provide all engineering and surveying services necessary for the performance of the items of work for the PROJECT, including contract administration and on-site construction observation, as more fully provided in SCOPE OF SERVICES.

SCOPE OF PROJECT

The PROJECT for which services will be provided under this Contract consists of the replacement of sanitary sewer mains, reconnecting service mains, and replacing/repairing sanitary sewer manholes along Crosley Street, from N. 7th Street to Trenton Street.

SCOPE OF SERVICES ("WORK")

The services to be performed by ENGINEERS are as follows:

- 1) Provide topographic survey as required for analysis and design of the PROJECT.
- 2) Ensure that all permitting and environmental clearances are completed as required by regulatory agencies.
- 3) Provide engineering services required for the completion of the design and production of construction plans and contract documents.
- 4) Administer advertisement, letting, and award of the construction contract.
- 5) Provide part-time Construction Observation services sufficient to observe and document the progress of the work and ensure general adherence to the plans which are sufficient to assure overall satisfactory completion of PROJECT.
- 6) Provide Contract Administration services, as required, for interpreting construction contract documents, processing pay requests, and communicating with OWNER during construction.
- 7) Provide OWNER with "As-Built" plans.

EXCLUSIONS

This Contract does NOT include services related to wetland permitting or mitigation.

This Contract does NOT include property/right-of-way surveys or services related to acquisition thereof.

This Contract does NOT include traffic engineering or studies.

This Contract does NOT include engineering services for relocation or reconfiguration of utilities other than the sanitary sewer facilities included in the SCOPE OF PROJECT.

This Contract does NOT include contract administration or construction inspection services beyond those described in the SCOPE OF SERVICES.

ENGINEER does NOT guarantee the performance of any Constructor nor assume the responsibility for any Constructor's failure to furnish and perform work in accordance with the Construction Contract Documents, except that this shall not diminish the obligations provided for construction inspection services in this Contract.

CONTRACT TIME

WORK shall begin immediately, and progress in a timely manner. This Contract shall remain in effect until the construction project is accepted by OWNER and all documentation required by OWNER is complete.

COMPENSATION

OWNER shall pay, and ENGINEERS agree to accept, in full payment for the services to be performed under this Contract, compensation as outlined below:

- A. BASIC ENGINEERING SERVICES: The fee for Basic Engineering Services, including planning, preliminary and final design, production of plans and specifications, cost estimating, and contract administration shall be \$26,000.
- B. TOPOGRAPHIC SURVEYING: Surveying Services related to the collection of topographic data for use in design and plan preparation is \$2,500.
- C. CONSTRUCTION OBSERVATION: The fee for construction observation and reporting shall be \$16,500.
- D. ADDITIONAL SERVICES: All additional services required and authorized by OWNER shall be billed hourly per the "S. E. Huey Co. Schedule of Invoicing Rates" effective at the time the work is performed. Current rates are included in Exhibit "A". Advance approval of OWNER shall be required for all services to be performed at any increase of rates above current rates.
- E. All specialized consultant or laboratory fees will be either billed directly to OWNER, or fully reimbursed under this contract. These include third-party legal, consulting, and testing services.

PAYMENT SCHEDULE

The foregoing fees shall be paid to ENGINEERS per invoice. Invoices will be prepared not more frequently than once per month, based on the percentage of the fee expended for the engineering services completed to that billing date. A schedule of payments is attached as "Exhibit B", which provides for certain retentions until final completion of all PROJECT requirements.

Specialized consultant or laboratory fees will be invoiced immediately based on consultants' invoice to ENGINEERS.

An invoice will be rendered monthly and shall be due and payable within 30 days following the date rendered.

DELAYS AND EXTENSIONS

ENGINEERS will be given credit and extension of time for delays beyond their control or for those caused by tardy approvals of WORK in progress by reviewing agencies.

TERMINATION OR SUSPENSION

The terms of this Contract shall be binding upon OWNER and ENGINEERS until all WORK has been completed and accepted by OWNER, and all payments required to be made to ENGINEERS have been made; but this Contract may be terminated under any or all of the following conditions:

- 1) By mutual agreement and consent of the parties hereto.
- 2) By OWNER, as a consequence of the failure of ENGINEERS to comply with the terms of this Contract, or the quality or timeliness of work on this or other PROJECTs not being in a manner satisfactory to OWNER, all as determined in the discretion of OWNER, with proper allowance being made for circumstances beyond the control of ENGINEERS; or if for any other reason OWNER shall determine it does not wish to continue with the PROJECT under this Contract.
- 3) By either ENGINEERS or OWNER upon failure of the other to fulfill its obligations as set forth in this Contract.
- 4) By satisfactory completion of all services and obligations described herein.

In addition to the above, at any time OWNER determines it is appropriate and in the best interest of OWNER, OWNER may then suspend or terminate all or any portion of a category of services otherwise to be provided.

In the event of termination or suspension, payment shall be made to ENGINEERS for all services provided prior to termination or suspension, and ENGINEERS will correspondingly deliver all work in progress for which OWNER has made payment.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement ENGINEERS shall comply with the applicable provisions of the Civil Rights Act, as amended, and with other applicable laws, regulations or orders issued by a Governmental Agency exercising jurisdiction over ENGINEERS' employment practices, or which are otherwise applicable to services rendered in conjunction with the PROJECT.

SUCCESSORS AND ASSIGNS

This contract shall be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates indicated below.

WITNESSES:

S. E. HUEY CO.

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

DATE: _____

WITNESSES:

CITY OF WEST MONROE

BY: _____
Mayor Staci Albritton Mitchell

DATE: _____

EXHIBIT “A”

SCHEDULE OF INVOICING RATES

January 2024

CLASSIFICATION	INVOICING RATE PER MAN-HOUR
1. Engineering Services	
A. Senior Engineer	\$160.00
B. Design Engineer/Technician	\$110.00
C. Engineering Intern	\$ 95.00
D. Inspectors	\$ 85.00
2. Designer Services	
A. Senior Designer/Drafter	\$100.00
B. Drafter	\$ 85.00
3. Clerical	\$ 75.00
4. Survey Services	
A. Registered Land Surveyor	\$150.00
B. Survey Technician	\$105.00
C. 1-Man Survey Crew	\$150.00
D. 2-Man Survey Crew	\$165.00
5. Other Costs	

Any authorized sub-consultant costs will be billed at 100% of invoiced cost to ENGINEER. Travel, living, and out-of-pocket expenses for authorized out-of-town trips will be billed at actual cost.

CROSLEY STREET SANITARY SEWER IMPROVEMENTS		<u>EXHIBIT B</u>	
		Cumulative Maximum	Cumulative Maximum
<u>Phase (Fee)</u>	<u>Milestone Description</u>	<u>Billing %</u>	<u>Billing Amt</u>
<u>Engineering (\$26,000)</u>			
Allocated as appropriate		95%	\$24,700
	100% Final Plan Submittal	100%	\$26,000
<u>Topographic Surveying (\$2,500)</u>	Upon completion of surveying services	100%	\$2,500
<u>Construction Observation (\$16,500)</u>			
Construction	Invoiced monthly, per progression of construction	85%	\$14,025
Closeout	All required documentation submitted to OWNER and all agencies providing oversight or funding, and all acknowledge "close-out" of project is appropriate	100%	\$16,500

STATE OF LOUISIANA
CITY OF WEST MONROE

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

AN ORDINANCE TO AUTHORIZE THE MAYOR OF THE CITY OF WEST MONROE, LOUISIANA, TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH S.E. HUEY CO. FOR CERTAIN ENGINEERING SERVICES IN CONNECTION WITH THE PROJECT KNOWN AS “SOUTH 8TH STREET DRAINAGE IMPROVEMENTS”, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to execute on behalf of the City of West Monroe, Louisiana, a Contract For Engineering Services with S. E. Huey Co. for certain engineering services on the project known as “South 8TH Street Drainage Improvements”, a copy of which contract 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 Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized to take any and all actions and to execute any and all further documents she deems either necessary or proper to negotiate, prepare, execute and carry out the activities arising out of the contract described above according to its terms and intent, including but not limited to such negotiations and modifications as she determines appropriate regarding the terms and conditions of the employment, the nature of the services performed and the manner of calculation of compensation for those services.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea or nay vote, this 20th day of August, 2024, the final vote being as follows:

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

APPROVED THIS 20TH DAY OF
AUGUST, 2024

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

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

**CONTRACT FOR ENGINEERING SERVICES
SOUTH 8TH STREET DRAINAGE IMPROVEMENTS**

THIS CONTRACT FOR ENGINEERING SERVICES (hereinafter simply referred to as this "Contract"), by and between City of West Monroe, hereinafter referred to as "OWNER" and S. E. Huey Co., Monroe, Louisiana, hereinafter referred to as "ENGINEERS".

WHEREAS, OWNER proposes to undertake a project known as the "SOUTH 8TH STREET DRAINAGE IMPROVEMENTS" (hereinafter referred to as the "PROJECT"); and

WHEREAS, OWNER desires to engage ENGINEERS to make surveys, design improvements, prepare final construction plans and specifications, provide contract administration, and provide on-site construction observation/inspection as necessary or appropriate for proper review of construction activities by contractor for the PROJECT; and

WHEREAS, ENGINEERS are agreeable to undertaking the engineering, surveying and related services under conditions and for fees set forth in this Contract.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, OWNER and ENGINEER hereto agree as follows:

OWNER hereby employs and retains ENGINEERS, and ENGINEERS agree to provide all requested engineering and surveying services necessary for the performance of the items of WORK for the PROJECT, including contract administration and on-site construction observation, as more fully provided in SCOPE OF SERVICES.

SCOPE OF PROJECT

The PROJECT for which services will be provided for under this Contract consists of the design and construction services for replacement of undersized cross drains and sewer conflict at the intersection of S. 8th and Linderman Ave with a single, large cross drain and conflict box at the existing sewer main.

SCOPE OF SERVICES ("WORK")

The services to be performed by ENGINEERS are as follows:

- 1) Provide topographic survey as required for analysis and design of improvements.
- 2) Obtain permits and facilitate utility relocations as may be required.
- 3) Prepare construction plans and bid package in conformance with applicable regulatory requirements.
- 4) Administer advertisement, letting, and award of contract.
- 5) Provide construction observation and project administration of construction Contract.

CONTRACT TIME

WORK shall begin immediately and shall progress in accordance with the schedule for the PROJECT. This Contract shall remain in effect until the PROJECT is fully accepted by OWNER and all required documentation has been provided to OWNER by ENGINEERS.

COMPENSATION

OWNER shall pay, and ENGINEERS agree to accept, in full payment for the services to be performed under this Contract, compensation as outlined below.

- A. ENGINEERING SERVICES: The fee for Basic Engineering Services, including planning, preliminary and final design, production of plans and specifications, cost estimating, and contract administration shall be \$11,500.
- B. RESIDENT PROJECT REPRESENTATIVE: The fee for construction observation and reporting shall be \$8,500.
- C. TOPOGRAPHIC SURVEYING: Surveying Services related to the collection of topographic data for use in design and plan preparation is \$2,500.
- D. ADDITIONAL SERVICES: All additional services required and specifically authorized by OWNER shall be billed hourly per the "S. E. Huey Co. Schedule of Invoicing Rates" effective at the time WORK is performed. Current rates are included in Exhibit "A". Advance approval of OWNER shall be required for all services to be performed at any increase of rates above current rates.

All specialized consultant or laboratory fees recommended by ENGINEERS and specifically authorized by OWNER will be either billed directly to OWNER, or fully reimbursed under this Contract. These include third-party legal, consulting, and testing services.

PAYMENT SCHEDULE

The foregoing fees shall be paid to ENGINEERS per invoice. Invoices will be prepared not more frequently than once per month, based on the percentage of the fee expended for the engineering services completed to that billing date. A schedule of payments is attached as "Exhibit B", which provides for certain retentions until final completion of all PROJECT requirements.

Specialized consultant or laboratory fees will be invoiced immediately based on consultants' invoice to ENGINEERS.

An invoice will be rendered monthly and shall be due and payable within 30 days following the date rendered.

DELAYS AND EXTENSIONS

ENGINEERS will be given credit and extension of time for delays beyond their control or for those caused by tardy approvals of WORK in progress by reviewing agencies.

TERMINATION OR SUSPENSION

The terms of this Contract shall be binding upon OWNER and ENGINEERS until all WORK has been completed and accepted by OWNER, and all payments required to be made to ENGINEERS have been made; but this Contract may be terminated under any or all of the following conditions:

- 1) By mutual agreement and consent of the parties hereto.
- 2) By OWNER, as a consequence of the failure of ENGINEERS to comply with the terms of this Contract, or the quality or timeliness of work on this or other PROJECTs not being in a manner satisfactory to OWNER, all as determined in the discretion of OWNER, with proper allowance being made for circumstances beyond the control of ENGINEERS; or if for any other reason OWNER shall determine it does not wish to continue with the PROJECT under this Contract.
- 3) By either ENGINEERS or OWNER upon failure of the other to fulfill its obligations as set forth in this Contract.

4) By satisfactory completion of all services and obligations described herein.

In addition to the above, at any time OWNER determines it is appropriate and in the best interest of OWNER, OWNER may then suspend or terminate all or any portion of a category of services otherwise to be provided.

In the event of termination or suspension, payment shall be made to ENGINEERS for all services provided prior to termination or suspension, and ENGINEERS will correspondingly deliver all work in progress for which OWNER has made payment.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement ENGINEERS shall comply with the applicable provisions of the Civil Rights Act, as amended, and with other applicable laws, regulations or orders issued by a Governmental Agency exercising jurisdiction over the ENGINEERS’ employment practices, or which are otherwise applicable to services rendered in conjunction with this project.

SUCCESSORS AND ASSIGNS

This Contract shall be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates indicated below.

WITNESSES:	S. E. HUEY CO.
_____	BY: _____
	Robert L. George, IV, P.E.
_____	DATE: _____

WITNESSES:	CITY OF WEST MONROE
_____	BY: _____
	Mayor Staci Albritton Mitchell
_____	DATE: _____

EXHIBIT “A”

SCHEDULE OF INVOICING RATES

January 2024

CLASSIFICATION	INVOICING RATE PER MAN HOUR
1. Engineering Services	
A. Senior Engineer	\$160.00
B. Design Engineer/Technician	\$110.00
C. Engineering Intern	\$ 95.00
D. Inspectors	\$ 85.00
2. Designer Services	
A. Senior Designer/Drafter	\$100.00
B. Drafter	\$ 85.00
3. Clerical	\$ 75.00
4. Survey Services	
A. Registered Land Surveyor	\$150.00
B. Survey Technician	\$105.00
C. 1-Man Survey Crew	\$150.00
D. 2-Man Survey Crew	\$165.00
5. Other Costs	
Any authorized sub-consultant costs will be billed at 100% of invoiced cost to ENGINEER. Travel, living, and out-of-pocket expenses for authorized out-of-town trips will be billed at actual cost.	

South 8th Street Drainage Improvements	<u>EXHIBIT B</u>		
		Cumulative Maximum	Cumulative Maximum
<u>Phase (Fee)</u>	<u>Milestone Description</u>	<u>Billing %</u>	<u>Billing Amt</u>
<u>Engineering (\$11,500)</u>			
Allocated as appropriate		95%	\$10,925
	100% Final Plan Submittal	100%	\$11,500
<u>Topographic Surveying (\$2,500)</u>	Upon completion of surveying services	100%	\$2,500
<u>Resident Project Representative (\$8,500)</u>			
Construction	Invoiced monthly, per progression of construction	85%	\$7,225
Closeout	All required documentation submitted to OWNER and all agencies providing oversight or funding, and all acknowledge	100%	\$8,500
	"close-out" of project is appropriate		

STATE OF LOUISIANA
CITY OF WEST MONROE

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

AN ORDINANCE TO AUTHORIZE THE MAYOR OF THE CITY OF WEST MONROE, LOUISIANA, TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH S.E. HUEY CO. FOR CERTAIN ENGINEERING SERVICES IN CONNECTION WITH THE PROJECT KNOWN AS “S. RIVERFRONT ST. WATER MAIN IMPROVEMENTS (CWEF FY22-23)”, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to execute on behalf of the City of West Monroe, Louisiana, a Contract For Engineering Services with S. E. Huey Co. for certain engineering services on the project known as “S. Riverfront St. Water Main Improvements (CWEF FY22-23)”, a copy of which contract 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 Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized to take any and all actions and to execute any and all further documents she deems either necessary or proper to negotiate, prepare, execute and carry out the activities arising out of the contract described above according to its terms and intent, including but not limited to such negotiations and modifications as she determines appropriate regarding the terms and conditions of the employment, the nature of the services performed and the manner of calculation of compensation for those services.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea or nay vote, this 20th day of August, 2024, the final vote being as follows:

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

APPROVED THIS 20TH DAY OF
AUGUST, 2024

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

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

**CONTRACT FOR ENGINEERING SERVICES
S. RIVERFRONT ST. WATER MAIN IMPROVEMENTS (CWEF FY22-23)**

THIS CONTRACT FOR ENGINEERING SERVICES (hereinafter simply referred to as this “Contract”), by and between City of West Monroe, hereinafter referred to as “OWNER” and S. E. Huey Co., Monroe, Louisiana, hereinafter referred to as “ENGINEERS”.

WHEREAS, OWNER desires to engage ENGINEERS to assist in design and preparation of plans and specifications for construction of “S. RIVERFRONT ST. WATER MAIN IMPROVEMENTS (CWEF FY22-23)” (hereinafter referred to as the “PROJECT”); and

WHEREAS, ENGINEERS are agreeable to undertaking the engineering, surveying, and related services as set forth in this Contract.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, OWNER and ENGINEERS hereto agree as follows:

OWNER hereby employs and retains ENGINEERS, and ENGINEERS agree to provide all requested engineering and surveying services necessary for the performance of the items of WORK for the PROJECT, including contract administration and on-site construction observation, as more fully provided in SCOPE OF SERVICES.

SCOPE OF PROJECT

The PROJECT for which services will be provided for under this Contract consists of engineering design and construction contract administration for construction of a new waterline and services along South Riverfront Street, from Larzarre Avenue to Mitchell Lane. The primary purpose of the project is to eliminate a dead-end water main and to relocate service connections from the rear of the properties to the front.

SCOPE OF SERVICES (“WORK”)

The services to be performed by the ENGINEERS are as follows:

- 1) Define detailed PROJECT Scope and cost estimate.
- 2) Topographic survey, as required for design.
- 3) Preparation of the construction plans and bid package in conformance with applicable regulatory requirements.
- 4) Obtain required permits from applicable regulatory agencies.
- 5) Attending any required meetings.
- 6) Observance of the WORK, addressing field issues, and documenting installed quantities.
- 7) Administration of the construction contract on behalf of OWNER.
- 8) Conducting final inspection on behalf of OWNER for close-out of the PROJECT.

EXCLUSIONS

This Contract does NOT include services related to Wetland permitting or mitigation, which are not anticipated to be required.

This Contract does NOT include property/right-of-way surveys or services related to acquisition thereof.

This Contract does NOT include traffic engineering or studies.

This Contract does NOT include engineering services for relocation or reconfiguration of utilities other than the facilities included in the scope of the PROJECT.

This Contract does NOT include contract administration or construction inspection services

beyond those described in the SCOPE OF SERVICES.

ENGINEERS DO NOT guarantee the performance of any Constructor nor assume responsibility for any Constructor's failure to furnish and perform WORK in accordance with the Construction Contract Documents. This does not diminish the obligation to provide sufficient CONSTRUCTION OBSERVATION in order to assure general adherence to the plans which are sufficient to assure overall satisfactory completion of the PROJECT.

CONTRACT TIME

WORK shall begin immediately and shall progress in accordance with the schedule for the PROJECT to facilitate timely construction, per guidelines that may be established by anticipated funding agencies.

COMPENSATION

OWNER shall pay and ENGINEERS agree to accept, in full payment for the services to be performed under this Contract, compensation as outlined below:

- A. ENGINEERING SERVICES: The fee for Basic Engineering Services, including planning, preliminary and final design, production of plans and specifications, cost estimating, and contract administration shall be \$14,000.
- B. TOPOGRAPHIC SURVEYING: Surveying Services related to the collection of topographic data for use in design and plan preparation is \$5,000.
- C. CONSTRUCTION OBSERVATION: The fee for construction observation and reporting shall be \$7,500.
- D. ADDITIONAL SERVICES: All additional services required and authorized by OWNER shall be billed hourly per the "S. E. Huey Co. Schedule of Invoicing Rates" effective at the time WORK is performed. (The current rates are included in Exhibit "A".)

All specialized consultant or laboratory fees will be either billed directly to OWNER or fully reimbursed under this CONTRACT. These include third-party legal, consulting, and testing services.

PAYMENT SCHEDULE

The foregoing fees shall be paid to ENGINEERS per invoice. Invoices will be prepared not more frequently than once per month, based on the percentage of the fee expended for the engineering services completed to that billing date. A schedule or method of determining payments based on a percentage of completion shall be agreed in advance of percentage to remain unpaid until final completion of all PROJECT requirements.

Specialized consultant or laboratory fees will be invoiced immediately based on consultants' invoice to ENGINEERS.

An invoice will be rendered monthly and shall be due and payable within 30 days following the date rendered.

DELAYS AND EXTENSIONS

ENGINEERS will be given credit and extension of time for scope changes and delays beyond their control.

TERMINATION OR SUSPENSION

The terms of this Contract shall be binding upon OWNER and ENGINEERS until all WORK has been completed and accepted by OWNER, and all payments required to be made to ENGINEERS have been made; but this Contract may be terminated under any or all of the following conditions:

- 1) By mutual agreement and consent of the parties hereto.
- 2) By OWNER, as a consequence of the failure of ENGINEERS to comply with the terms of this Contract, or the quality or timeliness of work on this or other PROJECTs not being in a manner satisfactory to OWNER, all as determined in the discretion of OWNER, with proper allowance being made for circumstances beyond the control of ENGINEERS; or if for any other reason OWNER shall determine it does not wish to continue with the PROJECT under this Contract.
- 3) By either ENGINEERS or OWNER upon failure of the other to fulfill its obligations as set forth in this Contract.
- 4) By satisfactory completion of all services and obligations described herein.

In addition to the above, at any time OWNER determines it is appropriate and in the best interest of OWNER, OWNER may then suspend or terminate all or any portion of a category of services otherwise to be provided.

In the event of termination or suspension, payment shall be made to ENGINEERS for all services provided prior to termination or suspension, and ENGINEERS will correspondingly deliver all work in progress for which OWNER has made payment.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement ENGINEERS shall comply with the applicable provisions of the Civil Rights Act, as amended, and with other applicable laws, regulations or orders issued by a Governmental Agency exercising jurisdiction over ENGINEERS' employment practices, or which are otherwise applicable to services rendered in conjunction with the PROJECT.

SUCCESSORS AND ASSIGNS

This Contract shall be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates indicated below.

WITNESSES:

S. E. HUEY CO.

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

DATE: _____

WITNESSES:

CITY OF WEST MONROE

BY: _____
Mayor Staci Albritton Mitchell

DATE: _____

EXHIBIT “A”

SCHEDULE OF INVOICING RATES

January 2024

CLASSIFICATION	INVOICING RATE PER MAN-HOUR
1. Engineering Services	
A. Senior Engineer	\$160.00
B. Design Engineer/Technician	\$110.00
C. Engineering Intern	\$ 95.00
D. Inspectors	\$ 85.00
2. Designer Services	
A. Senior Designer/Drafter	\$100.00
B. Drafter	\$ 85.00
3. Clerical	\$ 75.00
4. Survey Services	
A. Registered Land Surveyor	\$150.00
B. Survey Technician	\$105.00
C. 1-Man Survey Crew	\$150.00
D. 2-Man Survey Crew	\$165.00
5. Other Costs	

Any authorized sub-consultant costs will be billed at 100% of invoiced cost to ENGINEER. Travel, living, and out-of-pocket expenses for authorized out-of-town trips will be billed at actual cost.

S. RIVERFRONT ST. WATER MAIN IMPROVEMENTS (CWEF FY22-23)		<u>EXHIBIT B</u>	
		Cumulative Maximum	Cumulative Maximum
<u>Phase (Fee)</u>	<u>Milestone Description</u>	<u>Billing %</u>	<u>Billing Amt</u>
<u>Engineering (\$14,000)</u>			
Allocated as appropriate		95%	\$13,300
	100% Final Plan Submittal	100%	\$14,000
<u>Topographic Surveying (\$5,000)</u>			
	Upon completion of surveying services	100%	\$5,000
<u>Construction Observation (\$7,500)</u>			
Construction	Invoiced monthly, per progression of construction	85%	\$6,375
Closeout	All required documentation submitted to OWNER and all agencies providing oversight or funding, and all acknowledge "close-out" of project is appropriate	100%	\$7,500

STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE THE MAYOR OF THE CITY OF WEST MONROE, LOUISIANA, TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH PROVIDENCE ENGINEERING AND ENVIRONMENTAL GROUP, LLC FOR CERTAIN CONSULTING SERVICES IN CONNECTION WITH THE REGULATORY RELATIONSHIPS INVOLVED IN THE OPERATION OF THE WM/WO#5 SEWER TREATMENT PLANT; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to enter into a consulting services arrangement with Providence Engineering and Environmental Group, LLC in connection with the regulatory relationships involved in the operation of the WM/WO#5 Sewer Treatment Plant, and particularly with respect to the required waste water discharge permit(s) for the WM/WOSO #5 Sewer Treatment Plant, and in conjunction therewith, to execute a Master Services Agreement setting forth the overall terms and conditions of the engagement, with a copy of that Master Services Agreement being attached as Exhibit "A".

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized to take any and all actions and to execute any and all further documents she deems either necessary or proper to negotiate, prepare, execute and carry out the activities arising out of the consulting arrangement with Providence Engineering and Environmental Group, LLC, including the compliance with the Master Service Agreement attached according to its terms and intent, further including but not limited to such negotiations and modifications as she determines appropriate regarding the terms and conditions of the overall engagement, the nature of the services performed, the manner of calculation of compensation for those specific services, and related activities.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea or nay vote, this 20th day of August, 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 20TH DAY OF
AUGUST, 2024

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

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



**CITY OF WEST MONROE
PROVIDENCE ENGINEERING AND ENVIRONMENTAL GROUP LLC
MASTER SERVICES AGREEMENT**

This Agreement is made and entered into this ____ day of _____, 202__ by and between **City of West Monroe**, whose address **303 W Pavilion Drive, West Monroe, LA 71292**, hereinafter referred to as "Company," and **Providence Engineering and Environmental Group LLC**, whose address is **1201 Main Street, Baton Rouge, Louisiana 70802**, hereinafter referred to as "Contractor" (collectively the "Parties").

WITNESSETH:

WHEREAS, Company has a need for certain work and services ("Work") to be performed by an independent contractor from time to time; and

WHEREAS, Contractor is able, willing, and capable, and possesses the necessary technical knowledge, trained personnel, equipment, licenses, and expertise to perform the Work as an independent contractor to be requested by Company.

NOW, THEREFORE, in consideration of the provisions for payment and the mutual terms, conditions, and covenants hereinafter set forth, the Parties agree as follows:

1. **TERM**

This Agreement shall be effective for a period of twelve (12) months, commencing on the Effective Date first appearing above and will automatically renew on an annual basis, unless canceled pursuant to Section 19 herein.

2. **SERVICES**

The Work to be performed by Contractor under this Agreement shall be performed for Company or on behalf of Company's clients ("Clients") pursuant to Company's prime contracts with Clients ("Prime Contracts").

3. **WORK ORDER AND COMPENSATION**

During the term of this Agreement, should Company desire Contractor to perform Work, Company shall prepare and submit to Contractor a Work Order substantially in the form attached hereto and incorporated herein as Exhibit "A," Work Order.

The Work Order shall include the following:

- (a) Detailed description of the Work to be performed ("Scope of Work")
- (b) Commencement and completion dates
- (c) Compensation to be paid to Contractor
- (d) When applicable, name of Client for whom the Work shall be performed

In each Work Order, Company shall indicate the amount of Contractor's compensation for its performance of the Work. Upon receipt of each Work Order submitted hereunder, Contractor shall either accept such Work Order by fully executing and returning same to Company, thereby agreeing to perform the requested Work in accordance with the Work Order, or promptly notify Company that it does not wish to accept the Work Order, thereby declining to perform the requested Work. All accepted and fully executed Work Orders shall become a part of this Agreement and all Work performed thereunder shall be governed by the terms and conditions hereof. No Work shall start until Contractor receives a Work Order from and fully executes and returns same to Company. Company agrees that Contractor's Rate Schedule shall automatically be updated on an annual basis and is subject to change at any time due to economic conditions.

4. BILLING AND PAYMENTS

Contractor shall submit written invoice statements to Company not more frequently than once every two weeks, setting forth the nature and time spent in the performance of services rendered, along with such records, receipts, or other evidence of payment for items for which reimbursement is requested by Contractor from Company. Payment shall be made by Company within thirty (30) days from Company's receipt of such invoice.

5. INDEPENDENT CONTRACTOR/SUPERVISION

Contractor shall perform the Work as an independent contractor and not as an employee. Contractor shall not be considered an agent, partner, or joint venture of Company. Contractor shall not represent itself to third persons as other than an independent contractor of Company, nor shall Contractor offer or agree to assume any obligations or commitments in Company's name.

Contractor shall have the right and obligation to control the manner, means, and details of its performance of the Work. Any provisions in the Scope of Work that appear to give Company or Client the right to direct or control details of Contractor's performance of the Work or exercise any measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Company or Client in the results of the Work only; such provisions shall not be construed as granting Company or Client control over the performance of the Work or the manner, means, or details by which it is to be accomplished.

The Work shall be performed in a manner best calculated to promote rapidity in execution and to avoid injury and damage to property. Contractor shall be responsible for the means and methods of performance of this Agreement and the safety procedures and programs incidental thereto.

6. PROPERTY PROTECTION/CLEANUP

Contractor shall be responsible for all damage or injury to public or private property occurring during its prosecution of the Work to the extent that such damage or injury results from any negligent act, omission, neglect, or willful misconduct by Contractor or any party for whose actions Contractor is responsible. Contractor shall not be responsible for any damage or injury to property to the extent that such damage or injury results from any negligent act, omission, neglect, or misconduct by Company or any party for whose actions Company is responsible.

Contractor shall maintain the work site(s) in a neat and orderly condition. Upon completion of the Work, Contractor shall remove all trash, debris and surplus material which resulted from its operation, leaving the site in a condition similar to that which existed prior to initiation of the Work.

7. INSPECTION AND UTILITIES

All Work performed by Contractor shall be subject to inspection and approval by Company at all reasonable times, but such approval shall not relieve Contractor of responsibility for its proper performance of the Work.

Where Work is near utility services (public or private) or properties, it shall be Contractor's responsibility to inform Company and the owner of the utility services and properties affected by such intended Work. Work shall not begin in the area until arrangements have been made by Contractor for protecting the respective lines, pipes, etc. from damage. In the event that services of any utility need to be interrupted in order for Contractor to perform the Work specified in this Agreement, Contractor shall promptly notify Company and the owner.

8. INSURANCE

Contractor shall procure and maintain in effect during the term of this Agreement the insurance coverages set forth in Exhibit "B," attached hereto and made a part hereof by this reference.

Contractor shall furnish a "Certificate of Insurance" to Company, confirming that such minimum coverages and limits are in effect, and such insurance coverages shall not be canceled without thirty (30) days' advance written notice to Company.

9. INDEMNITY

Contractor agrees to indemnify, defend, and hold harmless Company and Client, their officers, agents, and employees, from and against any and all liabilities, losses, damages, demands, claims, proceedings, judgments, orders, suits, taxes, costs and expenses, including reasonable legal fees and other expenses of litigation to the extent the foregoing result from (i) the negligent acts, errors or omissions of Contractor, its officers, employees, subcontractors, or agents under this Agreement, or (ii) any breach of the duties or obligations under this Agreement by Contractor, its officers, employees, subcontractors, or agents. The foregoing obligation shall include but not be limited to (1) personal injury, disease, or death of any person, including Contractor's, Company's, and Client's employees, (2) loss of or damage to property of any type, (3) professional liability arising out of errors or omissions and/or negligence in connection with the performance of the Work or services under the Scope of Work, (4) any contamination of, injury or damage to, or adverse effect on persons, animals, aquatic, or wildlife, vegetation, waters, air, land, or environment, (5) any violation by Contractor or its subcontractors of any applicable federal, state, or local law, rule, or regulation, or (6) any patent or copyright infringement by Contractor or its subcontractors or suppliers.

To the extent allowed by Louisiana law, Company agrees to indemnify, defend, and hold harmless Contractor, its officers, agents, and employees, from and against any and all liabilities, losses, damages, demands, claims, proceedings, judgments, orders, suits, taxes, costs and expenses including reasonable legal fees and other expenses of litigation to the extent the foregoing result from (i) the negligent acts, errors or omissions of Company, its officers, employees, other contractors, or agents under this Agreement, or (ii) any breach of the duties or obligations under this Agreement by Company, its officers, employees, other contractors, or agents. The foregoing obligation shall include but not be limited to (1) personal injury, disease, or death of any person, including Contractor's, Company's, and Client's employees, (2) loss of or damage to property of any type, (3) professional liability arising out of errors or omissions and/or negligence in connection with the performance of the Work or services under the Scope of Work, (4) any contamination of, injury or damage to, or adverse effect on persons, animals, aquatic or wildlife, vegetation, waters, air, land, or environment, (5) any violation by Company or its other contractors of any applicable federal, state, or local law, rule, or regulation, or (6) any patent or copyright infringement by Company or its other contractors or suppliers.

10. CONFIDENTIALITY

Contractor shall only utilize information received from Company for the purpose of providing the services contemplated under this Agreement. Contractor shall not divulge, directly or indirectly, any information acquired by Contractor from Company in the performance of this Agreement to any third party without the express written consent of Company, unless required to do so by law or court or agency order. Any demand for such information shall be forwarded to Company within 48 hours of receipt of such demand by Contractor.

Company shall only utilize information received from Contractor for the purpose of fulfilling its duties and obligations under this Agreement. Company shall not divulge, directly or indirectly, any information acquired by Company from Contractor in the performance of this Agreement to any third party without the express written consent of Contractor, unless required to do so by law or court or agency order. Any demand for such information shall be forwarded to Contractor within 48 hours of receipt of such demand by Company.

11. CHANGES

Company may request changes to the Scope of Work after the applicable Work Order has been accepted and fully executed. If Contractor is of the opinion that a proposed change will either increase or decrease the cost and/or time required for performance, Contractor shall so notify Company, and any subsequent change satisfactory to both Contractor and Company shall be reduced to writing, executed by Contractor and Company, and shall thereafter modify this Agreement accordingly.

12. NOTICES

Any notice, invoice, or statement provided for in this Agreement shall be in writing and shall be considered duly delivered when mailed, postage prepaid, or emailed to the following:

Send all invoices to:

TO: Company

City of West Monroe
Attn: Daryl Platt, Director of Public Works
303 W Pavilion Drive
West Monroe, LA 71292
Email: dplatt@westmonroe.la.gov
With a copy to: Joshua Laneaux
Email: jlaneaux@westmonroe.la.gov

TO: Contractor

Providence Engineering and Environmental Group LLC 1201 Main Street Baton Rouge, Louisiana 70802 Attn.: Contract Administrator Email: contracts@providenceeng.com	Providence Engineering and Environmental Group LLC 1201 Main Street Baton Rouge, Louisiana 70802
---	---

13. NON-EXCLUSIVE

The Parties recognize that this Agreement is not exclusive and that each Party reserves the right to contract with third parties for similar services during the term of this Agreement.

14. GOVERNING LAW

THE PROVISIONS OF THIS AGREEMENT AND THE DOCUMENTS DELIVERED PURSUANT HERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF LOUISIANA.

15. REGULATIONS

Contractor certifies that unless specifically exempted, all products, commodities, or services furnished under this Agreement have been manufactured, processed, delivered, and/or performed in full compliance with all applicable laws and regulations including but not limited to the Civil Rights Act of 1964, as amended; the Equal Pay Act, as amended; the Age Discrimination in Employment Act, as amended; Executive Orders 11246 and 11141 (Title 41, Chapter 60, Code of Federal Regulations); the Vietnam Era Readjustment Act of 1974; the Rehabilitation Act of 1973; Executive Order 11758 (Title 20, Chapter VI, Part 741, Code of Federal Regulations); and, all Regulations, Rules, and Orders thereunder. Contractor hereby agrees that all of the applicable provisions of the above Orders, Acts, Rules, and Regulations, as same may be amended or superseded, are hereby made a part hereof by reference and are binding upon Contractor.

16. ENTIRE AGREEMENT; AMENDMENTS AND WAIVERS

This Agreement, together with the Exhibits attached hereto and incorporated herein by this reference, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties. No supplement, modification, or waiver of this Agreement shall be binding unless executed in writing by the Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (regardless of whether similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

17. HEADINGS

The headings of the paragraphs and sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

18. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, information, or data prepared by Contractor specifically for Company in fulfillment of the services to be provided under this Agreement shall be the property of Company. Notwithstanding anything to the contrary contained in this Agreement, Contractor's preexisting proprietary information, including, but not limited to, software, computer programs, standard details and specifications, shall remain the exclusive property of Contractor. Any reuse of the documents prepared by Contractor under this Agreement for other than their specific intended purpose will be at the sole risk of the user and without liability or legal exposure to Contractor.

19. SUSPENSION AND/OR CANCELLATION

Should either Party be unable to fulfill its obligations under this Agreement in a timely and professional manner, the other Party shall have the right to cancel or suspend this Agreement with ten (10) days written notice. Neither Party shall be considered in default hereof should its failure to fulfill its obligations hereunder be the result of forces beyond that Party's control.

In the event that Company is informed by Client that the project covered under the Scope of Work is not able to continue, Company shall immediately notify Contractor and terminate this Agreement without further expense to Company or Contractor, except that Company shall pay Contractor for Work performed and/or services provided as of termination. Notwithstanding the foregoing, Company shall only be obligated to pay Contractor for Work performed and/or services provided as of termination to the extent that Client pays Company for same.

20. SAFETY

Contractor shall become familiar with, adhere to, and strictly enforce all rules and regulations established for the project site by Company and/or Client.

Contractor acknowledges that it possesses the federal, state, and local permits, licenses, and certifications necessary to practice in the state in which the Work is to be performed and shall perform the Work in a manner consistent with all applicable regulatory and industry standards.

Contractor understands and acknowledges the potential for contact with hazardous waste or materials in the Scope of Work and certifies that its employees engaged in the Work have completed health and safety training courses as specified by the Occupational Safety and Health Administration (OSHA), the United States Environmental Protection Agency (US EPA), and respective Chapters 29 and 40 of the Code of Federal Regulations (CFR). Contractor shall additionally assure its compliance with the Company's/Client's health and safety policies and procedures, site-specific health and safety plans, or other health and safety rules specified for the Work.

21. ASSIGNMENT

Company shall not assign or transfer this Agreement or any interest herein without the written consent from Contractor. Contractor may assign or transfer this Agreement at any time without consent from Company.

22. WARRANTIES

Contractor shall perform the Work with the care and skill ordinarily used by members of Contractor's profession practicing under the same or similar circumstances.

23. WORK PRODUCT

Services provided under this Agreement, including all reports, information, recommendations, or opinions ("Reports") prepared or issued by Contractor, are for the exclusive use and benefit of Contractor or its agents in connection with the Project, are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Contractor or its agents for any purpose other than the Project. Contractor will not distribute or convey such Reports to any other persons or entities without Company's prior written consent which shall include a release of Contractor from liability and indemnification by the third party. Contractor's Reports, boring logs, maps, field data, drawings, test results and other work products are part of Contractor's professional services, do not constitute goods or products and are copyrighted works of Contractor. However, such copyright is not intended to limit the Contractor's use of its work product in connection with the Project.

24. STANDARD OF CARE

Contractor will strive to perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the Contractor's profession practicing in the same locality under similar circumstances at the time the services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

25. COMPANY RESPONSIBILITIES

Company shall bear sole responsibility for (a) jobsite safety; (b) notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project site; and (c) providing and updating Contractor with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project site uses, the correct location of Project property boundaries, any change in Project plans, and all subsurface installations, such as pipes, tanks, cables, and utilities within the Project site. Company shall cooperate with all requests by Contractor, including obtaining permission for access to the Project site. Company releases Contractor from liability for any incorrect advice, judgment, or decision based on inaccurate information furnished by Company or others. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Contractor shall immediately stop work in the affected area and report the condition to Company.

26. LIMITATION OF LIABILITY

Contractor's potential liability to Company and others is grossly disproportionate to Contractor's fee due to the size, scope, and value of the Project. Therefore, unless Company and Contractor otherwise agree in writing in consideration for an increase in Contractor's fee, Company, including its directors, officers, partners, employees, agents, contractors, and their respective assigns, agree to limit Contractor's liability (whether arising from contract, statutory violation, or tort) to the amount

of Contractor's fee. This limitation of liability shall apply to all phases of Services performed in connection with this Project, whether subsequent to or prior to the execution of this Agreement.

27. CONSEQUENTIAL DAMAGES

Neither party shall be liable to the other for special, indirect, punitive, or consequential damages resulting from or arising out of this Agreement, including, without limitation, loss of profit or business interruptions, however same may be caused.

28. EXECUTION AND COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

29. EQUAL OPPORTUNITY

To the extent applicable, all parties agree that they will abide by the provisions 29 CFR Part 471 Appendix A to Subpart A. Additionally, this Company and Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

**PROVIDENCE ENGINEERING AND
ENVIRONMENTAL GROUP LLC**

CITY OF WEST MONROE

By _____

By _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT “A”

WORK ORDER

EXHIBIT "A" WORK ORDER

Project/Client Name: _____

Company submits this Work Order to Contractor pursuant to the terms of the Master Services Agreement between the Parties dated _____, 202_.

Contractor shall furnish all labor, technical capability, tools, equipment, transportation, materials, and other facilities and items necessary or convenient to complete the following Work:

Scope of Work: (Attach additional sheets as necessary.)

Contractor shall commence the Work by _____, 202_, and shall complete the Work on or before, ____
_____, 202_.

Contractor shall complete the Work in accordance with the Master Services Agreement for the following consideration, which shall constitute full and complete payment therefor:

- ☐ (a) the total lump sum amount of \$ _____;
- ☐ (b) in accordance with the project-specific rates attached to this Work Order.

This Work Order is hereby submitted to Contractor by Company as of the ____ day of _____, 20_.

City of West Monroe

By: _____

Title: _____

Project Number: _____

This Work Order is hereby accepted by Contractor as of the ____ day of _____, 202_.

Providence Engineering and Environmental Group LLC

By: _____

Title: _____

EXHIBIT “B”

INSURANCE REQUIREMENTS

EXHIBIT "B"

INSURANCE REQUIREMENTS

Contractor shall procure and maintain during the term of this Agreement insurance as hereinafter enumerated in minimum limits of:

Workers' Compensation and Employers' Liability Insurance

Workers' Compensation	- Statutory
Employers' Liability	- \$1,000,000 Each Accident
	- \$1,000,000 Disease Each Employee
	- \$1,000,000 Disease Policy Limit

Comprehensive General Liability Insurance

Each Occurrence	- \$1,000,000
General Aggregate	- \$2,000,000
Products and Completed operations Aggregate	- \$2,000,000
Personal and Advertising Injury	- \$1,000,000

Professional Liability Insurance (Errors & Omissions) (May be claims-made policy)

Each Occurrence	- \$1,000,000
-----------------	---------------

Pollution Liability Insurance (May be included in general liability policy)

Each Occurrence	- \$1,000,000
-----------------	---------------

Comprehensive Automobile Liability Insurance

Comprehensive Automobile Liability insurance which shall include coverage for all owned, non-owned, and hired vehicles.

Combined Single Limit	- \$1,000,000
-----------------------	---------------

STATE OF LOUISIANA
CITY OF WEST MONROE

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

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF WEST MONROE, LOUISIANA, TO EXECUTE AMENDMENT NO.1 TO THAT AGREEMENT FOR PROFESSIONAL SERVICES WITH S. E. HUEY ENGINEERS TO PROVIDE CERTAIN ENGINEERING AND RELATED SERVICES IN CONNECTION WITH “CONTRACT FOR ENGINEERING SERVICES FOR HIGHLAND ELEMENTARY SCHOOL AREA SIDEWALK PROJECT” DATED MAY 11, 2021; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to execute on behalf of the City of West Monroe, Louisiana, Amendment No.1 to that agreement for professional services with S. E. Huey Engineers to provide certain engineering and related services in connection with the “Highland Elementary School Area Sidewalk Project” dated May 11, 2021, with a copy of that Amendment No. 1 attached as Exhibit “A”.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized to take any and all actions and to execute any and all further documents he deems either necessary or proper to negotiate, prepare, execute and carry out the activities arising out of the agreements described above according to their terms and intent, including but not limited to such negotiations and agreements as he determines appropriate regarding the terms and conditions of the employment, the nature of the services performed and the manner of calculation of compensation for those services.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea or nay vote, this 20th day of August, 2024, the final vote being as follows:

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

ATTEST:

APPROVED THIS 20TH DAY OF
AUGUST, 2024

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

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

AMENDMENT NO. 1 TO CONTRACT FOR ENGINEERING SERVICES
FOR HIGHLAND ELEMENTARY SCHOOL AREA SIDEWALK PROJECT

Effective this ____ day of August, 2024, the CITY OF WEST MONROE (“OWNER”) and S. E. HUEY CO. (“ENGINEERS”) do agree to amend the “CONTRACT FOR ENGINEERING SERVICES FOR HIGHLAND ELEMENTARY SCHOOL AREA SIDEWALK PROJECT”, dated May 11, 2021 (hereinafter “ORIGINAL CONTRACT”), for the purpose and as stated below:

WHEREAS, the OWNER desires to engage ENGINEERS to provide construction contract administration, construction engineering, and construction inspection services as appropriate for proper review of construction activities by the contractor in accordance with the Transportation Alternatives Program (“LATAP”) of the Louisiana Department of Transportation and Development (LaDOTD), which services were not original requirements of the “HIGHLAND ELEMENTARY SCHOOL AREA SIDEWALK PROJECT”;

THEREFORE, the following sections of the ORIGINAL CONTRACT are hereby amended as set forth below. Except for these amendments, all other provisions of the ORIGINAL CONTRACT shall remain in full force and effect.

* * *

SCOPE OF ENGINEERING SERVICES

- ~~4) Observance of the work, addressing field issues, and documenting installed quantities.~~
- ~~5) Administration of the construction contract on behalf of the City.~~
- ~~6) Conducting final inspection on behalf of the City for close-out of the project.~~
- 4) Provide Construction Engineering and Inspection services, including documentation in the LADOTD “Site Manager” system, as required by LTAP.
- 5) Engineer specifically acknowledges the requirements of R.S. 38:2317, and agrees its provisions apply to all maps, plans, surveys, plats, property descriptions, and other work product generated or obtained in connection with PROJECT. ENGINEER will provide OWNER with all documents to which OWNER is entitled under R.S. 38:2317 and provide OWNER with “as built” plans, all in such common or usual formats as are requested by OWNER. ENGINEER will also provide OWNER with copies of all other documents requested which are produced or utilized by ENGINEERS in connection with the PROJECT, all in such common or usual formats as are requested by OWNER. ENGINEER shall be entitled to reimbursement for all direct additional costs incurred in supplying these requested documents, maps, plans, surveys, plats, property descriptions, and similar items (e.g., copying charges or charges incurred for format changes)

COMPENSATION

- ~~C. RESIDENT PROJECT REPRESENTATIVE: The fee for part time observation of the construction is \$20,500.~~
- C. CONSTRUCTION ENGINEERING AND INSPECTION (CE&I): The fee for Construction Engineering and Inspection services during the construction phase shall be \$75,000.

Should Engineers provide any other needed services beyond those provided in the ORIGINAL CONTRACT or this amendment, advance approval of OWNER shall be required for all services to be performed at any increase of rates above the rates attached to the ORIGINAL CONTRACT.

PAYMENT SCHEDULE

The foregoing fees shall be paid to ENGINEERS per invoice. Invoices will be prepared not more frequently than once per month, based on the percentage of the fee expended for the engineering services completed to that billing date. A schedule of payments is attached as “Exhibit B”, which provides for certain retentions until final completion of all PROJECT requirements.

Specialized consultant or laboratory fees will be invoiced immediately based on consultants’ invoice to ENGINEERS.

An invoice will be rendered monthly and shall be due and payable within 30 days following the date rendered.

* * *

TERMINATION OR SUSPENSION

The terms of this Contract shall be binding upon OWNER and ENGINEERS until all WORK has been completed and accepted by OWNER, and all payments required to be made to ENGINEERS have been made; but this Contract may be terminated under any or all of the following conditions:

- 1) By mutual agreement and consent of the parties hereto.
- 2) By OWNER, as a consequence of the failure of ENGINEERS to comply with the terms of this Contract, or the quality or timeliness of work on this or other PROJECTs not being in a manner satisfactory to OWNER, all as determined in the discretion of OWNER, with proper allowance being made for circumstances beyond the control of ENGINEERS; or if for any other reason OWNER shall determine it does not wish to continue with the PROJECT under this Contract.
- 3) By either ENGINEERS or OWNER upon failure of the other to fulfill its obligations as set forth in this Contract.
- 4) By satisfactory completion of all services and obligations described herein.

In addition to the above, at any time OWNER determines it is appropriate and in the best interest of OWNER, OWNER may then suspend or terminate all or any portion of a category of services otherwise to be provided (e.g., CONSTRUCTION ENGINEERING AND INSPECTION (CE&I) or TOPOGRAPHIC SURVEYING or BOUNDARY SURVEYING).

In the event of termination or suspension, payment shall be made to ENGINEERS for all services provided prior to termination or suspension, and ENGINEERS will correspondingly deliver all work in progress for which OWNER has made payment.

Signed and Agreed:

WITNESSES:

S. E. HUEY CO.

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

DATE: _____

WITNESSES:

CITY OF WEST MONROE

BY: _____
Mayor Staci Albritton Mitchell

DATE: _____

EXHIBIT “A”

SCHEDULE OF INVOICING RATES

January 2024

CLASSIFICATION	INVOICING RATE PER MAN-HOUR
1. Engineering Services	
A. Senior Engineer	\$160.00
B. Design Engineer/Technician	\$110.00
C. Engineering Intern	\$ 95.00
D. Inspectors	\$ 85.00
2. Designer Services	
A. Senior Designer/Drafter	\$100.00
B. Drafter	\$ 85.00
3. Clerical	\$ 75.00
4. Survey Services	
A. Registered Land Surveyor	\$150.00
B. Survey Technician	\$105.00
C. 1-Man Survey Crew	\$150.00
D. 2-Man Survey Crew	\$165.00
5. Other Costs	

Any authorized sub-consultant costs will be billed at 100% of invoiced cost to ENGINEER. Travel, living, and out-of-pocket expenses for authorized out-of-town trips will be billed at actual cost.

Highland Elementary School Area Sidewalks)		EXHIBIT B			
				Cumulative	Cumulative
				Maximum	Maximum
<u>Phase (Fee)</u>	<u>Milestone Description</u>			<u>Billing %</u>	<u>Billing Amt</u>
<u>CE&I (\$75,000)</u>					
Pre-Construction	Start of Construction			10%	\$7,500
Construction	Invoice monthly, per progression of construction			85%	\$63,750
Closeout	All required documentation submitted to LADOTD and WM			100%	\$75,000
	(both DOTD and WM acknowledge "close-out" of project)				

CHANGE ORDER

No. 1

PROJECT: South 5th Street Sewer Point Repair

DATE OF ISSUANCE: August 12, 2024

OWNER: City of West Monroe
2305 North 7th Street
West Monroe, LA 71291

CONTRACTOR: Amethyst Construction, Inc.
215 Industrial Parkway
West Monroe, LA 71291

OWNERS Project No. N/A

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

CONTRACT FOR: Sewer Point Repair

ENGINEER's Project No. 24E055.00

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

Description: Increase quantities for full depth patching and deduct quantities for traffic maintenance aggregate, and adjust items to final as-built quantities.

Purpose of Change Order: Adjust items to as-built quantities.

Attachments: Schedule of Items with Revised Quantities and Revised Item Total.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price:	Original Contract Time: (days or date)
\$139,561.00	20 days
Previous Change Orders No. __ to No. __	Net change from previous Change Orders:
\$0.00	None
Contract Price prior to this Change Order:	Contract Time prior to this Change Order: (days or date)
\$139,561.00	20 days
Net Difference of this Change Order:	Net Increase of this Change Order: (days)
\$707.50	0 days
Contract Price with all approved Change Orders	Contract Time with all approved Change Orders
\$140,268.50	20 days
	days or date

RECOMMENDED
Lazenby & Associates, Inc.

APPROVED
City of West Monroe

APPROVED
Amethyst Construction, Inc.

BY: _____
ENGINEER
Joshua D. Hays, P.E.

BY: _____
OWNER
Staci Albritton Mitchell, Mayor

BY: _____
CONTRACTOR
Benjamin L. Holdman, Vice President

South 5th Street Sewer Point Repair
Change Order No. 1
L&A, Inc. Project NO. 24E055.00
August 12, 2024

Item No.	Item Description	Unit Price	Units	Estimated Quantity	Revised Quantity	Amount Over/Under	Revised Item Total
1	Mobilization	\$25,000.00	Lump Sum	100%	100%	\$0.00	\$25,000.00
2	8" PVC, SDR 35, Sewer Gravity Main	\$2,500.00	Linear Feet	20.0	20.0	\$0.00	\$50,000.00
3	Rehabilitate Existing Manhole with Lining System	\$600.00	Vertical Feet	8	8	\$0.00	\$4,800.00
4	Traffic Maintenance Aggregate	\$88.00	Cubic Yard	22.0	0.0	(\$1,936.00)	\$0.00
5	Full Depth Patching of Jointed Concrete Pavement (12" Thick)	\$425.00	Square Yard	65	71.22	\$2,643.50	\$30,268.50
6	Temporary Signs & Barricades	\$15,000.00	Lump Sum	100%	100%	\$0.00	\$15,000.00
7	Final Clean-Up and Erosion Control	\$4,800.00	Lump Sum	100%	100%	\$0.00	\$4,800.00
8	Reconnect Sewer Main to Manhole	\$2,500.00	Each	1	1	\$0.00	\$2,500.00
9	Install Sewer Sentries on Manholes	\$3,500.00	Each	1	1	\$0.00	\$3,500.00
10	24" Reinforced Concrete Pipe	\$550.00	Linear Feet	8	8	\$0.00	\$4,400.00
						\$707.50	\$140,268.50

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

\$139,561.00
\$0.00
\$707.50

REVISED CONTRACT AMOUNT:

\$140,268.50



August 10, 2024

TBA Studio
ATTN: Rich Nadler/Molly Spencer
103 Cypress St
West Monroe, LA

Re: COP1- Kiroli Park Trails and Improvements: Racket Sports Expansions Project #23-0049

Rich & Molly:

Please accept our proposal of \$4500 to replace gate hardware and make various hardware repairs to the existing chainlink fencing around the tennis & pickle ball courts at Kiroli Park.

Labor and materials to replace gate hardware and add stops so that gates only open outward:
\$2500

Labor and materials to replace miscellaneous missing/damaged hardware and fasteners on existing fencing: \$2000

Thanks,

A handwritten signature in black ink, appearing to read "Ryan Watson", is positioned below the "Thanks," text.

Ryan Watson



AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Kiroli Park Improvements: Racket Sports
Expansions
Kiroli Park
West Monroe, LA 71291

CONTRACT INFORMATION:
Contract For: General Construction

Date: May 21, 2024

CHANGE ORDER INFORMATION:
Change Order Number: 002

Date: August 14, 2024

OWNER: *(Name and address)*
City of West Monroe
2305 North 7th
West Monroe, LA 71291

ARCHITECT: *(Name and address)*
TBA Studio Architecture APC
103 Cypress Street
West Monroe, LA 71291

CONTRACTOR: *(Name and address)*
Ryan Watson Construction
342 Willow Creek Drive
Calhoun, LA 71225

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

COP 002 Repairs to Existing Tennis Court Fencing – ADD \$4,500

The original Contract Sum was	\$	120,000.00
The net change by previously authorized Change Orders	\$	1,289.15
The Contract Sum prior to this Change Order was	\$	121,289.15
The Contract Sum will be increased by this Change Order in the amount of	\$	4,500.00
The new Contract Sum including this Change Order will be	\$	125,789.15

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be 10/29/2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

TBA Studio Architecture APC

ARCHITECT *(Firm name)*

SIGNATURE

Clint Whittington VP of Operations, WM
PRINTED NAME AND TITLE

8-14-24

DATE

Ryan Watson Construction

CONTRACTOR *(Firm name)*

SIGNATURE

Ryan Watson
PRINTED NAME AND TITLE

DATE

City of West Monroe

OWNER *(Firm name)*

SIGNATURE

Staci Albritton Mitchell, Mayor
PRINTED NAME AND TITLE

DATE



August 10, 2024

TBA Studio
ATTN: Rich Nadler/Molly Spencer
103 Cypress St
West Monroe, LA

Re: COP1- Kiroli Park Trails and Improvements: Racket Sports Expansions Project #23-0049

Rich & Molly:

Please accept our proposal of \$4500 to replace gate hardware and make various hardware repairs to the existing chainlink fencing around the tennis & pickle ball courts at Kiroli Park.

Labor and materials to replace gate hardware and add stops so that gates only open outward:
\$2500

Labor and materials to replace miscellaneous missing/damaged hardware and fasteners on existing fencing: \$2000

Thanks,

A handwritten signature in black ink, appearing to read "Ryan Watson", is written over a light blue horizontal line.

Ryan Watson

CHANGE ORDER

No. 1
Dated: August 20, 2024

OWNER'S Contract No.: CP0083 ENGINEER'S Project No.: 225339

Project: MONTGOMERY AVENUE LIFT STATION AND
FORCE MAIN PROJECT
S.E. HUEY PROJECT #: 225339

CONTRACTOR: MCLEMORE SERVICE CONTRACTORS, LLC

Contract For: Lift Station Pumps and Force Main Contract Date: April 26, 2024

To: MCLEMORE SERVICE CONTRACTORS, LLC
Contractor

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

City of West Monroe

Owner

By: Staci Albritton Mitchell - Mayor

Dated: August 20, 2024

Nature of Changes: Adding days due to delays in equipment delivery.

Enclosures: None

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

Contract Price Prior to This Change Order: \$ 229,760.50

Net Increase Resulting from this Change Order: \$ 0.00

Current Contract Price Including this Change Order: \$ 229,760.50

Contract Time Prior to This Change Order: 120 Days

Net Add Resulting from This Change Order: 42 Days

Current Contract Time Including This Change Order: 162 Days

The Above Changes Are Recommended:

S. E. HUEY CO.

Project Engineer

By:

Robert L. George, III, P.E.

Date:

The above Changes Are Approved As Recommended:

City of West Monroe

Owner

By:

Staci Albritton Mitchell - Mayor

Date:

The above Changes Are Accepted:

**MCLEMORE SERVICE
CONTRACTORS, LLC**

Contractor

By:

Charles W. McLemore, President

Date:

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



S. E. Huey Co.

Engineering • Surveying
Established 1928

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

8/20/2024

Project Name: Arkansas Road Utility Relocation (North 7th St. to Otis St.)

Funding: City

City Code: 000213

Description: This project involves relocating the existing 8" water main, 6" sewer force main, and pipe bursting the existing 8" sewer main along Arkansas Road. The purpose of the relocation and rehabilitation is to get the utilities further away from the roadway ahead of the Urban Systems road rehabilitation project for this stretch of Arkansas Road.

Est. Cost: \$890,000

Bid Date: 9/24/2024



ADVERTISEMENT FOR BIDS

Sealed bids will be received by the City of West Monroe for the construction of the project described as follows:

PROJECT: Arkansas Road Utility Relocation (North 7th St. to Otis St.)
TYPE: Municipal and Public Works Construction
CONTRACT TIME: 180 Calendar Days
LIQUIDATED DAMAGES: \$200 (Two hundred) per Calendar Day
ENGINEER'S ESTIMATE: \$890,000

Proposals shall be addressed to the City of West Monroe, and delivered here to the office of the City Clerk, located in the City Hall not later than 10:00 a.m. on September 24, 2024. Proposals shall be designated as "Sealed Bid – Arkansas Road Utility Relocation (North 7th St. to Otis St.)". All bids must be submitted on the proper bid form. The contractor shall display his active contractor's license number prominently on the outside of the envelope. Bids may also be submitted electronically through Civcast (www.civcastusa.com). Instructions for electronic submittal are provided on the site. Any bids received after the specified time and date will not be considered. The sealed bids will be publicly opened and read aloud at 10:00 a.m. on September 24, 2024 in the Council Chambers at the West Monroe City Hall located at 2305 North 7th Street, West Monroe, Louisiana.

The CONTRACT DOCUMENTS may be examined at www.civcastusa.com, or at the office of S.E. Huey Co., 1111 N. 19th Street, Monroe, LA 71201.

Copies of the CONTRACT DOCUMENTS may be obtained through Civcast (www.civcastusa.com), or via a link found at www.sehuey.com. Contract documents may be viewed and downloaded at no cost; free registration is required. A fee will be charged for printing and shipping contract documents. See website for details. Alternatively, copies of the contract documents may be obtained from the office of S.E. Huey Co., located at 1111 N. 19th Street, Monroe, LA 71201, upon payment of a \$50.00 deposit for each set. Bona fide prime contractors who submit a valid bid for the project will receive a full refund for their first set of Contract Documents obtained from S.E. Huey Co. upon returning them in good condition to the office of S.E. Huey Co. within ten calendar days of the bid opening. The deposit for all other plans will be non-refundable.

Each bidder must deposit with his/her bid, security in the amount, form and subject to the conditions provided in the Information for Bidders. Sureties used for obtaining bonds must appear as acceptable on the Department of Treasury Circular 570.

No bidder may withdraw his/her bid within 45 days after the actual date of the opening thereof.

The Contractor shall begin mobilization of materials within ten (10) working days of the receipt of the Notice to Proceed.

The successful bidder must submit executed copies of certification regarding Equal Employment Opportunity, Past Criminal Convictions of Bidders, and the Affidavit of Non-Collusion.

The successful bidder will be required to execute the Owner's Standard Form of Agreement/Contract for construction together with the Performance and Payment Bonds within ten (10) working days after normal award of contract.

Minority owned firms and small businesses are encouraged to participate.

Any person with disabilities requiring special accommodations must contact the City of West Monroe no later than seven (7) days prior to bid opening.

Mayor Staci Albritton Mitchell

Publication Dates

8/29/2024

9/5/2024

9/12/2024

9/19/2024

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



S. E. Huey Co.

Engineering • Surveying
Established 1928

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

8/20/2024

Project Name: New Drago Sanitary Sewer Lift Station

Funding: LA Water Sector Program/FP&C/City

City Code: C19019

Description: Construction of a new sanitary sewer lift station including pumps/motors and controls, discharge force main, incoming sewage mains, and miscellaneous appurtenances. The project also includes clearing, sitework, and construction of an access road.

Est. Cost: \$2,500,000

Bid Date: TBD



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



S. E. Huey Co.

Engineering • Surveying
Established 1928

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

8/20/2024

Project Name: New Drago Sanitary Sewer Lift Station

Funding: LA Water Sector Program/FP&C/City

City Code: 000180

Description: Construction of a new sanitary sewer lift station including pumps/motors and controls, discharge force main, incoming sewage mains, and miscellaneous appurtenances. The project also includes clearing, sitework, and construction of an access road.

Est. Cost: \$2,500,000

Bid Date: TBD





INFRASTRUCTURE PROJECT UPDATE

August 20, 2024

UNDER CONSTRUCTION

Project	Description	Funding	Status
Mane Street Rehabilitation Phase 2 (Urban Systems)	Mill & Overlay Mane Street from Downing Pines Rd to Interchange.	Urban Systems (80/20)	Construction underway. Roadway complete. Installing remaining sidewalks.
Flanagan Street Water Main Replacement	Replacement of existing 4" W.M. along Flanagan with a 6" W.M.	CWEF/City	Construction nearing completion.
Phillips Street Water Main FY22-23 CWEF	Replacement of an aging 6" AC W.M. along Phillips between Cherry Street to the east side of Ned Street.	CWEF/City	Construction to begin in August.
Montgomery Ave. Lift Station and Force Main Improvements	Replacement of pumps at the Montgomery Lift Station, and installation of a new force main from the lift station to Mont/Reagan intersection.	City	Force main construction and equipment delivery this week. Adding contract days for equip. delays.
Drago Sanitary Sewer Force Main (South 11th Street)	Replacement of an aging 16" AC F.M. along S. 11th Street from Coleman Ave. to the Austin Street Lift Station.	LGAP/City	Construction nearing completion.
Highland School Area Sidewalks	Construction of sidewalks along Arlene Street to provide a safe pedestrian route to school.	LaDOTD/City	Contracts signed. NTP to be issued by 8/29/24.
Industrial Park Drainage Improvements (EDA)	Drainage improvements including cross drains, piping, and ditches.	EDA/City	Finalizing Contractor submittal for Close Out Change Order.

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
McMillan Rd. Lift Station Rehabilitation	Replacement of pumps and piping at the McMillan Rd. sanitary sewer lift station.	LGAP/City	Alternate contractors pricing job.
Downtown - Trenton/Wood Sewer	Sewer line improvements.	City	City to work directly with contractor to perform work.
Arkansas Rd. Utility Relocation	Relocation of water and sewer lines ahead of street rehabilitation project.	City	Authorizing advertisement.
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)	Revised contract pending.
New Drago Sanitary Sewer Lift Station	New sanitary sewer lift station to replace Drago LS. Funding from Capital Outlay and La Water Sector Program.	WSP/LaFPC/ City	WSP approval. Authorizing advertisement to be published by Sept. 6th.
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 90%. Final plan with City review underway. Irrigation changes to be incorporated.
McMillan Rd. Sidewalks (LaDOTD Safe Routes to Public Places Program)	New sidewalks along the south side of McMillan Road, from Hilton Street to the library.	LaDOTD/City	95% Final Design submitted on 8/13/24
Black Bayou Canal Improvements (HMGP)	Improvements including cleaning, widening, and armoring portions of the Black Bayou Canal south of I-20.	FEMA/City	Awaiting FEMA Phase I approval. USACE 404 Permit in process.
2023 DOTDTAP: N 6th Street Sidewalks	Construction of sidewalks along N 6th Street, from WMHS to Clayton Street.	LaDOTD/City	Survey Complete. 60% preliminary plans in progress.
Crosley Street Rehabilitation	Mill & Overlay with sidewalk replacement, from Trenton St. to N. 7th Street.	Urban Systems (80/20)	Design Phase.
New Austin Sanitary Sewer Lift Station	New sanitary sewer lift station to replace Austin LS.	EDA/City	Design and permitting phase. USACE permit underway.
Mid-City Drainage (Fed Approp/FEMA-PDM)	Drainage improvements between Trenton Street and Black Bayou Canal. (\$2.4m Award)	FEMA/City	Environmental Assessment / Preliminary Design.
Black Bayou Canal - 2016 Flood Damage Repairs	Repair concrete canal near Assembly and Wal Mart.	EDA/FEMA/ City	Engineering contract pending.
Trenton Corridor Bike/Ped and Utilities (Fed Approp/LaDOTD)	Bury utilities and construct bike/ped path along Trenton St, from Otis St to Bridge St. (\$5.0m Award)	FEMA/City	Engineering contract pending.
Crosley Sanitary Sewer Improvements	Sanitary sewer rehabilitation along Crosley, from Trenton to N. 7th.	City	Engineering contract pending.
S. Riverfront Water Main Improvements (CWEF FY22-23)	Replacement of water lines along South Riverfront St.	CWEF/City	Engineering contract pending.
S. 8th Street Drainage Improvements (LGAP FY22-23)	Conflict box and drainage pipe replacement at the S. 8th/Linderman intersection.	LGAP/City	Engineering contract pending.

Project Classifications

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

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



**AUGUST 20, 2024
WEST MONROE CITY COUNCIL MEETING
ENGINEERING UPDATE
L&A, INC. PROJECT NO. 24E038.00**

Kiroli Walk Trail Improvements – City Project No. C22002

- Open Bids September 12, 2024
- Tentative October 14, 2024 construction start date

Sunshine Heights Drainage Improvements – City Project No. C22024

- Finalizing plans for submittal to State

North 3rd Street Improvements – City Project No. C23013

- Bentz Construction Group will begin construction August 22

Stella Street Gravity Sewer Main Rehabilitation (710 Stella Street, near J Russell)

- Plans are complete & the estimated construction cost is \$127,000
- On hold waiting for pipe bursting contractors

Gulpha Drive Ditch Stabilization

- Preliminary plan is complete. Researching alternatives for ditch lining with corresponding costs

Downing Pines Roadside Ditch Stabilization

- Preliminary plan is complete. Researching alternatives for ditch lining with corresponding costs

City Street Evaluation & Report

- Initial inspection of streets is complete. Traffic counts have begun

Otis Street Fire Station Driveway Repair

- Contract with low bidder, BGW Construction, are being signed & filed
- Tentative September 3, 2024 construction start date

City of West Monroe
REVENUE REPORT
8% OF YEAR LAPSED

City of West Monroe

FUND 901 Utility Enterprise Fund		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
340	Charges for Services								
344	Sanitation								
10 15	Sewer	94,129	89,655.11	95	94,129	89,655.11	95	1,129,547	1,039,891.89
10 *	Utilities	94,129	89,655.11	95	94,129	89,655.11	95	1,129,547	1,039,891.89
15 10	Sewer Dist 5	128,333	96,660.14	75	128,333	96,660.14	75	1,540,000	1,443,339.86
344 **	Sanitation	222,462	186,315.25	84	222,462	186,315.25	84	2,669,547	2,483,231.75
348	Public Works								
10 10	Water	192,035	195,855.58	102	192,035	195,855.58	102	2,304,418	2,108,562.42
10 20	Treatment Plant	138,740	138,499.01	100	138,740	138,499.01	100	1,664,876	1,526,376.99
10 25	Penalty	10,500	8,427.73	80	10,500	8,427.73	80	126,000	117,572.27
10 *	Utilities	341,275	342,782.32	100	341,275	342,782.32	100	4,095,294	3,752,511.68
348 **	Public Works	341,275	342,782.32	100	341,275	342,782.32	100	4,095,294	3,752,511.68
340 ***	Charges for Services	563,737	529,097.57		563,737	529,097.57		6,764,841	6,235,743.43
350	Fines								
352	Fees								
352 **	Fees	0	.00		0	.00		0	.00
350 ***	Fines	0	.00		0	.00		0	.00
360	Invstmnts,Rents,Contribut								
361	Investment Earnings								
361 **	Investment Earnings	0	.00		0	.00		0	.00
360 ***	Invstmnts,Rents,Contribut	0	.00		0	.00		0	.00
390	Other Financing Sources								
391	Interfund Transfers In								
391 **	Interfund Transfers In	0	.00		0	.00		0	.00
392	Proceeds from Asset Disp								
392 **	Proceeds from Asset Disp	0	.00		0	.00		0	.00
393	Gen Long Term Debt Issued								
393 **	Gen Long Term Debt Issued	0	.00		0	.00		0	.00

PREPARED 08/20/2024, 17:09:11
PROGRAM: GM259L

City of West Monroe
REVENUE REPORT
8% OF YEAR LAPSED

ACCOUNTING PERIOD 01/2025

City of West Monroe

FUND 901 Utility Enterprise Fund		***** CURRENT *****			***** YEAR-TO-DATE *****			ANNUAL	UNREALIZED
ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
394	Miscellaneous Revenue								
10 00	Other Misc Revenue	417	1,325.00	318	417	1,325.00	318	5,000	3,675.00
394	** Miscellaneous Revenue	417	1,325.00	318	417	1,325.00	318	5,000	3,675.00
390	*** Other Financing Sources	417	1,325.00		417	1,325.00		5,000	3,675.00
FUND TOTAL Utility Enterprise Fund		564,154	530,422.57		564,154	530,422.57		6,769,841	6,239,418.43
GRAND TOTAL		564,154	530,422.57		564,154	530,422.57		6,769,841	6,239,418.43

PREPARED 08/20/2024, 17:08:48
PROGRAM: GM257U
City of West Monroe

2025 TRIAL BALANCE
AS OF 07/31/2024

ACCOUNTING PERIOD 01/2025

Item 20)

FUND 901 Utility Enterprise Fund		DEBIT	CREDIT
ACCOUNT	ACCOUNT DESCRIPTION	BALANCE	BALANCE
101 01 00	Cash / Operating Cash	220,714.52	
115 10 10	Utility Billing / Utility	1,558,515.07	
115 12 00	Accounts Receivable / Billed Services	18,161.94	
115 40 20	Due From Employees / Travel Advances		182.00
115 70 20	Due From Other Entities / Riverwood	12,125.00	
116 10 00	Allowance for Uncollectab / Utility Billing		770,911.31
126 12 10	Ouachita Parish / Sewer Dist #5	78,882.71	
149 10 00	Deferred Charges / Net Pension Liability	1,537,845.56	
161 00 00	Fixed Assets / Land	74,150.00	
162 00 00	Fixed Assets / Infrastructure	54,724,684.00	
162 10 00	Infrastructure / Accumulated Depreciation		31,682,986.94
163 00 00	Fixed Assets / Building	73,435.92	
163 10 00	Building / Accumulated Depreciation		73,434.75
165 00 00	Fixed Assets / Machinery & Equipment	2,058,506.28	
165 10 00	Machinery & Equipment / Accumulated Depreciation		1,842,390.26
207 10 35	Sales Tax Payable / Water		42,938.03
208 25 00	Due to Other Funds / 2010 DEQ SRB Cap Add & Cn		591,000.00
218 03 00	Payroll Liabilities / Accrued VAC/SIC		209,917.68
223 10 00	Deferred Revenue / Overpayments		880,773.90
228 10 10	Utilities / Water		233,319.83
238 10 00	Net Pension Obligation / MERS		4,339,878.02
242 10 00	Fund Equitiy / Revenue Control Account		530,422.57
242 20 00	Fund Equitiy / Expenditure Cntrl Summary	538,393.27	
243 00 00	Fund Equity / Encumbrance Control	11,220.20	
244 00 00	Fund Equity / Reserve for Encumbrances		11,220.20
250 00 00	Fund Equity / Pr Yr Res for Encumbrance		73,509.36

PREPARED 08/20/2024, 17:08:48
PROGRAM: GM257U
City of West Monroe

2025 TRIAL BALANCE
AS OF 07/31/2024

FUND 901 Utility Enterprise Fund		DEBIT	CREDIT
ACCOUNT	ACCOUNT DESCRIPTION	BALANCE	BALANCE
254 10 00	Retained Earnings / Unreserved Retnd Earnings	32,464,904.18	
261 10 00	Invested in Capital Assts / Contributed Capital		52,088,653.80
	FUND TOTALS	93,371,538.65	93,371,538.65
	FUND IS IN BALANCE		

City of West Monroe
REVENUE REPORT
8% OF YEAR LAPSED

ACCOUNTING PERIOD 01/2025

City of West Monroe

FUND 001 General Fund		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
310	Taxes								
311	Property Tax								
10 00	Real Property	100,000	10,251.21	10	100,000	10,251.21	10	1,200,000	1,189,748.79
311	** Property Tax	100,000	10,251.21	10	100,000	10,251.21	10	1,200,000	1,189,748.79
313	Sales & Use Tax								
00 00	Sales & Use Tax	1,709,389	.00		1,709,389	.00		20,512,671	20,512,671.00
10 00	Auto Rental Tax	1,750	4,168.98	238	1,750	4,168.98	238	21,000	16,831.02
313	** Sales & Use Tax	1,711,139	4,168.98		1,711,139	4,168.98		20,533,671	20,529,502.02
316	Gross Receipts Business								
10 61	Insurance Premiun Tax	45,833	.00		45,833	.00		550,000	550,000.00
316	** Gross Receipts Business	45,833	.00		45,833	.00		550,000	550,000.00
318	Other Taxes								
20 10	CATV	12,000	.00		12,000	.00		144,000	144,000.00
20 15	ATMOS Gas	6,250	.00		6,250	.00		75,000	75,000.00
20 20	Enterergy	58,333	52,049.99	89	58,333	52,049.99	89	700,000	647,950.01
20 *	Franchise Tax	76,583	52,049.99	68	76,583	52,049.99	68	919,000	866,950.01
318	** Other Taxes	76,583	52,049.99	68	76,583	52,049.99	68	919,000	866,950.01
319	Penalties and Interest								
10 10	Property Tax	358	1,004.60	281	358	1,004.60	281	4,300	3,295.40
10 60	Occupational License	625	1,002.50	160	625	1,002.50	160	7,500	6,497.50
10 61	Insurance	8	.00		8	.00		100	100.00
10 *	Taxes	991	2,007.10	203	991	2,007.10	203	11,900	9,892.90
319	** Penalties and Interest	991	2,007.10	203	991	2,007.10	203	11,900	9,892.90
310	*** Taxes	1,934,546	68,477.28		1,934,546	68,477.28		23,214,571	23,146,093.72
320	Licenses and Permits								
321	Business Licenses								
10 10	Alcoholic Beverages	2,083	.00		2,083	.00		25,000	25,000.00
10 60	Occupational	78,333	3,995.00	5	78,333	3,995.00	5	940,000	936,005.00
10 *	Business Licenses	80,416	3,995.00	5	80,416	3,995.00	5	965,000	961,005.00
20 10	Contractor Certificate	1,333	75.00	6	1,333	75.00	6	16,000	15,925.00
321	** Business Licenses	81,749	4,070.00	5	81,749	4,070.00	5	981,000	976,930.00

City of West Monroe
REVENUE REPORT
8% OF YEAR LAPSED

Item 20)

ACCOUNTING PERIOD 01/2025

City of West Monroe

FUND 001 General Fund									
ACCOUNT	ACCOUNT DESCRIPTION	***** ESTIMATED	CURRENT ACTUAL	***** %REV	***** ESTIMATED	YEAR-TO-DATE ACTUAL	***** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
322	Nonbusiness								
10 10	Building	6,667	862.00	13	6,667	862.00	13	80,000	79,138.00
10 20	Electrical	1,333	1,974.00	148	1,333	1,974.00	148	16,000	14,026.00
10 25	Plumbing	10,833	1,635.00	15	10,833	1,635.00	15	130,000	128,365.00
10 35	Heat & Air	1,083	1,230.00	114	1,083	1,230.00	114	13,000	11,770.00
10 40	Mobile Home	8	.00		8	.00		100	100.00
10 *	Inspection Permits	19,924	5,701.00	29	19,924	5,701.00	29	239,100	233,399.00
20 20	ROW Usage	333	.00		333	.00		4,000	4,000.00
20 *	Special Permits	333	.00		333	.00		4,000	4,000.00
322 **	Nonbusiness	20,257	5,701.00	28	20,257	5,701.00	28	243,100	237,399.00
320 ***	Licenses and Permits	102,006	9,771.00		102,006	9,771.00		1,224,100	1,214,329.00
330	Intergovernmental Revenue								
331	Federal Grants								
18 00	Section 8	21,222	.00		21,222	.00		254,658	254,658.00
21 00	EPA	8,333	.00		8,333	.00		100,000	100,000.00
40 00	Dept of Justice	0	55,182.98		0	55,182.98		0	55,182.98-
331 **	Federal Grants	29,555	55,182.98	187	29,555	55,182.98	187	354,658	299,475.02
332	Ouachita Parish								
10 00	Court Support	1,917	1,916.67	100	1,917	1,916.67	100	23,000	21,083.33
332 **	Ouachita Parish	1,917	1,916.67	100	1,917	1,916.67	100	23,000	21,083.33
334	State Revenue								
14 00	LA Hwy Safety Commission	8,750	8,386.70	96	8,750	8,386.70	96	105,000	96,613.30
29 00	DOTD	896	.00		896	.00		10,750	10,750.00
90 10	State Signal Light	1,867	.00		1,867	.00		22,400	22,400.00
90 15	State Street Maint	1,542	.00		1,542	.00		18,500	18,500.00
90 *	Other State Rev	3,409	.00		3,409	.00		40,900	40,900.00
334 **	State Revenue	13,055	8,386.70	64	13,055	8,386.70	64	156,650	148,263.30
335	State Shared Revenues								
10 70	Beer Tax	1,667	5,854.34	351	1,667	5,854.34	351	20,000	14,145.66
10 90	Fire Insurance 2%	7,083	.00		7,083	.00		85,000	85,000.00
10 *	Taxes	8,750	5,854.34	67	8,750	5,854.34	67	105,000	99,145.66
335 **	State Shared Revenues	8,750	5,854.34	67	8,750	5,854.34	67	105,000	99,145.66
330 ***	Intergovernmental Revenue	53,277	71,340.69		53,277	71,340.69		639,308	567,967.31

City of West Monroe
REVENUE REPORT
8% OF YEAR LAPSED

Item 20)

ACCOUNTING PERIOD 01/2025

City of West Monroe

FUND 001 General Fund		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
340	Charges for Services								
341	General Government								
10 15	City Attorney Work Rev	1	.00		1	.00		13	13.00
10 *	Court	1	.00		1	.00		13	13.00
30 10	Zoning Fee	417	1,045.00	251	417	1,045.00	251	5,000	3,955.00
30 *	Zoning	417	1,045.00	251	417	1,045.00	251	5,000	3,955.00
50 *	Community Development	0	.00		0	.00		0	.00
341 **	General Government	418	1,045.00	250	418	1,045.00	250	5,013	3,968.00
342	Public Safety								
10 *	Jail Revenue	0	.00		0	.00		0	.00
15 10	Police Fees	250	295.00	118	250	295.00	118	3,000	2,705.00
15 12	Bonds & Surrety	1,250	2,215.00	177	1,250	2,215.00	177	15,000	12,785.00
15 13	Metro Reimbursement	1,250	11,990.22	959	1,250	11,990.22	959	15,000	3,009.78
15 15	Miscellaneous Rev	677	802.50	119	677	802.50	119	8,120	7,317.50
15 19	Drug Forfeiture Rev	1,515	.00		1,515	.00		18,180	18,180.00
15 *	Police	4,942	15,302.72	310	4,942	15,302.72	310	59,300	43,997.28
20 10	Service Charge	183	.00		183	.00		2,200	2,200.00
342 **	Public Safety	5,125	15,302.72	299	5,125	15,302.72	299	61,500	46,197.28
343	Charges for Services								
10 00	Grass Cut	2,917	8,650.00	297	2,917	8,650.00	297	35,000	26,350.00
12 00	Demolition	1,886	.00		1,886	.00		22,630	22,630.00
13 00	Electricity charging sale	5	54.59	1092	5	54.59	1092	65	10.41
14 05	CE Trash Removal	27	.00		27	.00		325	325.00
14 10	Express Trash Service	2	.00		2	.00		25	25.00
14 *	Trash Removeal	29	.00		29	.00		350	350.00
15 00	CE Structure Security	417	1,005.00	241	417	1,005.00	241	5,000	3,995.00
16 00	Administration Fee	854	2,790.00	327	854	2,790.00	327	10,250	7,460.00
343 **	Charges for Services	6,108	12,499.59	205	6,108	12,499.59	205	73,295	60,795.41
344	Sanitation								
10 30	Garbage	80,000	79,727.25	100	80,000	79,727.25	100	960,000	880,272.75
10 35	Excess Trash Rev	6,500	6,450.00	99	6,500	6,450.00	99	78,000	71,550.00
10 *	Utilities	86,500	86,177.25	100	86,500	86,177.25	100	1,038,000	951,822.75
344 **	Sanitation	86,500	86,177.25	100	86,500	86,177.25	100	1,038,000	951,822.75

City of West Monroe
REVENUE REPORT
8% OF YEAR LAPSED

ACCOUNTING PERIOD 01/2025

City of West Monroe

FUND 001 General Fund		***** CURRENT *****			***** YEAR-TO-DATE *****			ANNUAL	UNREALIZED
ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
345	Health & Safety								
345 **	Health & Safety	0	.00		0	.00		0	.00
346	Community Development								
10 10	Activity Revenue	667	300.00	45	667	300.00	45	8,000	7,700.00
10 12	Misc Revenue	25	.00		25	.00		300	300.00
10 14	Program Revenue	4	.00		4	.00		50	50.00
10 *	Community Center	696	300.00	43	696	300.00	43	8,350	8,050.00
346 **	Community Development	696	300.00	43	696	300.00	43	8,350	8,050.00
347	Culture & Recreation								
10 02	Entrance Fees	13,333	10,462.50	79	13,333	10,462.50	79	160,000	149,537.50
10 03	Season Pass	2,083	1,200.00	58	2,083	1,200.00	58	25,000	23,800.00
10 06	Shelter Rent Fees	5,000	3,600.00	72	5,000	3,600.00	72	60,000	56,400.00
10 08	Other Facility Rent Fees	8	.00		8	.00		100	100.00
10 10	Concessions	292	545.07	187	292	545.07	187	3,500	2,954.93
10 90	Miscellaneous Revenue	508	612.50	121	508	612.50	121	6,100	5,487.50
10 *	Kiroli Park	21,224	16,420.07	77	21,224	16,420.07	77	254,700	238,279.93
13 *	Restoration Park	0	.00		0	.00		0	.00
15 *	Lazarre Park	0	.00		0	.00		0	.00
20 10	Facility Rent	1,042	1,275.00	122	1,042	1,275.00	122	12,500	11,225.00
20 11	Memberships	1,500	2,219.00	148	1,500	2,219.00	148	18,000	15,781.00
20 12	Concessions	583	.00		583	.00		7,000	7,000.00
20 15	Program Revenue	5,417	400.00	7	5,417	400.00	7	65,000	64,600.00
20 *	Recreation Center	8,542	3,894.00	46	8,542	3,894.00	46	102,500	98,606.00
30 15	Booth Rental	750	2,435.00	325	750	2,435.00	325	9,000	6,565.00
30 20	Pea Sheller	342	886.00	259	342	886.00	259	4,100	3,214.00
30 21	Pecan Sheller	917	.00		917	.00		11,000	11,000.00
30 25	Freezer Rental	583	1,890.00	324	583	1,890.00	324	7,000	5,110.00
30 30	Misc Revenue	25	87.00	348	25	87.00	348	300	213.00
30 *	Farmer's Market	2,617	5,298.00	202	2,617	5,298.00	202	31,400	26,102.00
40 11	Equipment Rental	2,083	1,022.00	49	2,083	1,022.00	49	25,000	23,978.00
40 12	Concessions	1,500	1,272.19	85	1,500	1,272.19	85	18,000	16,727.81
40 13	Deposit Forfieture	83	275.00	331	83	275.00	331	1,000	725.00
40 14	Catering	1,250	49.90	4	1,250	49.90	4	15,000	14,950.10

City of West Monroe
REVENUE REPORT
8% OF YEAR LAPSED

ACCOUNTING PERIOD 01/2025

City of West Monroe

FUND 001 General Fund		***** CURRENT *****			***** YEAR-TO-DATE *****			ANNUAL	UNREALIZED
ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
40 15	Interagency Promotion	167	.00		167	.00		2,000	2,000.00
40 16	Outside Caterer Fee	2,000	6,137.50	307	2,000	6,137.50	307	24,000	17,862.50
40 18	Room Rental	8,333	9,150.00	110	8,333	9,150.00	110	100,000	90,850.00
40 19	Special Events	333	605.50	182	333	605.50	182	4,000	3,394.50
40 20	Beverage Revenue	1,833	202.38	11	1,833	202.38	11	22,000	21,797.62
40 *	Convention Center	17,582	18,714.47	106	17,582	18,714.47	106	211,000	192,285.53
45 10	Equine Event Rental	8,083	10,000.00	124	8,083	10,000.00	124	97,000	87,000.00
45 12	Stall Rentals	20,000	780.00	4	20,000	780.00	4	240,000	239,220.00
45 13	Shavings Sales	12,917	480.00	4	12,917	480.00	4	155,000	154,520.00
45 14	Other Event Rental	8,333	4,200.00	50	8,333	4,200.00	50	100,000	95,800.00
45 16	RV Space Rental	11,250	720.00	6	11,250	720.00	6	135,000	134,280.00
45 17	Concessions	11,250	28,095.50	250	11,250	28,095.50	250	135,000	106,904.50
45 18	Equipment Rental	3,333	12,400.00	372	3,333	12,400.00	372	40,000	27,600.00
45 19	Interagency Promotion	208	.00		208	.00		2,500	2,500.00
45 22	Security	2,500	1,200.00	48	2,500	1,200.00	48	30,000	28,800.00
45 25	Beverage Sales	1,384	165.00	12	1,384	165.00	12	16,603	16,438.00
45 *	Ike Hamilton Expo Center	79,258	58,040.50	73	79,258	58,040.50	73	951,103	893,062.50
347 **	Culture & Recreation	129,223	102,367.04	79	129,223	102,367.04	79	1,550,703	1,448,335.96
348 20 10	Public Works Street Cuts	50	.00		50	.00		600	600.00
348 **	Public Works	50	.00		50	.00		600	600.00
340 ***	Charges for Services	228,120	217,691.60		228,120	217,691.60		2,737,461	2,519,769.40
350	Fines								
351	Court Fines								
10 10	City Court Fines	17,500	23,441.86	134	17,500	23,441.86	134	210,000	186,558.14
10 12	General Court Costs	3,333	3,030.00	91	3,333	3,030.00	91	40,000	36,970.00
10 18	DWI Fines	3,083	6,703.32	217	3,083	6,703.32	217	37,000	30,296.68
10 20	DWI Special Cost	333	762.00	229	333	762.00	229	4,000	3,238.00
10 *	Court	24,249	33,937.18	140	24,249	33,937.18	140	291,000	257,062.82
351 **	Court Fines	24,249	33,937.18	140	24,249	33,937.18	140	291,000	257,062.82
352	Fees								
352 **	Fees	0	.00		0	.00		0	.00
350 ***	Fines	24,249	33,937.18		24,249	33,937.18		291,000	257,062.82

City of West Monroe
REVENUE REPORT
8% OF YEAR LAPSED

ACCOUNTING PERIOD 01/2025

City of West Monroe

FUND 001 General Fund		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
360	Invstmnts,Rents,Contribut								
361	Investment Earnings								
10 00	Interest Revenue	16,667	5,030,582.95	183	16,667	5,030,582.95	183	200,000	4,830,582.95-
10 *	Interest Revenue	16,667	5,030,582.95	183	16,667	5,030,582.95	183	200,000	4,830,582.95-
361	** Investment Earnings	16,667	5,030,582.95	183	16,667	5,030,582.95	183	200,000	4,830,582.95-
362	Rents and Royalties								
10 00	Rent of Office Space	250	250.00	100	250	250.00	100	3,000	2,750.00
20 10	Energy Lease Royalties	725	185.51	26	725	185.51	26	8,700	8,514.49
30 15	ATM	167	263.00	158	167	263.00	158	2,000	1,737.00
30 *	Leases	167	263.00	158	167	263.00	158	2,000	1,737.00
362	** Rents and Royalties	1,142	698.51	61	1,142	698.51	61	13,700	13,001.49
363	Escheats								
10 00	Sales of Recyclables	625	4,218.57	675	625	4,218.57	675	7,500	3,281.43
363	** Escheats	625	4,218.57	675	625	4,218.57	675	7,500	3,281.43
364	Contributions / Donations								
30 00	Private Contributions	250	2,113.82	846	250	2,113.82	846	3,000	886.18
364	** Contributions / Donations	250	2,113.82	846	250	2,113.82	846	3,000	886.18
360	*** Invstmnts,Rents,Contribut	18,684	5,037,613.85		18,684	5,037,613.85		224,200	4,813,413.85-
390	Other Financing Sources								
391	Interfund Transfers In								
391	** Interfund Transfers In	0	.00		0	.00		0	.00
392	Proceeds from Asset Disp								
10 00	Sale of Assets	41,667	.00		41,667	.00		500,000	500,000.00
20 00	Comp on Loss of Cap Asset	8	.00		8	.00		100	100.00
392	** Proceeds from Asset Disp	41,675	.00		41,675	.00		500,100	500,100.00
393	Gen Long Term Debt Issued								
393	** Gen Long Term Debt Issued	0	.00		0	.00		0	.00
394	Miscellaneous Revenue								
10 00	Other Misc Revenue	8,333	5,226.65	63	8,333	5,226.65	63	100,000	94,773.35
10 06	Credit Card Fee	42	953.40	2270	42	953.40	2270	500	453.40-

PREPARED 08/20/2024, 17:09:02
PROGRAM: GM259L

City of West Monroe
REVENUE REPORT
8% OF YEAR LAPSED

P Item 20)

ACCOUNTING PERIOD 01/2025

City of West Monroe

FUND 001 General Fund		***** CURRENT *****			***** YEAR-TO-DATE *****			ANNUAL	UNREALIZED
ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
10 *	Other Misc Revenue	8,375	6,180.05	74	8,375	6,180.05	74	100,500	94,319.95
394 **	Miscellaneous Revenue	8,375	6,180.05	74	8,375	6,180.05	74	100,500	94,319.95
390 ***	Other Financing Sources	50,050	6,180.05		50,050	6,180.05		600,600	594,419.95
FUND TOTAL General Fund		2,410,932	5,445,011.65		2,410,932	5,445,011.65		28,931,240	23,486,228.35
GRAND TOTAL		2,410,932	5,445,011.65		2,410,932	5,445,011.65		28,931,240	23,486,228.35

PREPARED 08/20/2024, 17:08:38
PROGRAM: GM257U
City of West Monroe

2025 TRIAL BALANCE
AS OF 07/31/2024

ACCOUNTING PERIOD 01/2025

Item 20)

FUND 001 General Fund				
ACCOUNT	ACCOUNT DESCRIPTION		DEBIT BALANCE	CREDIT BALANCE
101 01 00	Cash / Operating Cash		11,198,538.96	
101 20 00	Cash / Investment in LAMP		2,566,256.09	
102 20 10	Petty Cash / Cash Boxes		20,757.25	
103 10 00	Current Investments / Reserve Cash		5,012,617.77	
115 00 00	Current Assets / Accounts Receivable		149,102.49	
115 10 10	Utility Billing / Utility		69,103.82	
115 12 00	Accounts Receivable / Billed Services		6,705.84	
115 20 10	Code Enforcement / Code Enforcement		56,272.00	
115 25 10	Building Permits / Building Permits		4,250.00	
115 30 10	Parks & Recreation / KIROLI Park		1,002.00	
115 35 10	Cultural & Recreation / Convention Center		4,218.02	
115 35 15	Cultural & Recreation / Expo Center		24,915.00	
115 40 10	Due From Employees / Insurance Premiums		2,220.56	
115 40 15	Due From Employees / Payroll Levy			263.08
115 40 20	Due From Employees / Travel Advances		11,745.42	
115 45 10	Special Details / Police Details		37,382.93	
115 50 10	NSF Checks / NSF		1,107.00	
115 80 13	Due from Other Entities / WPS Building Lease Receiv		81,315.00	
115 80 16	Due from Other Entities / WM City Court		8,623.74	
130 60 19	Due From Other Funds / Capital Fund		326,713.00	
130 60 21	Due From Other Funds / Sec 8 Housing Fund		493,558.77	
141 10 00	Inventories / Office Supplies			1,649.15
141 15 00	Inventories / Parts		28,637.86	
202 00 00	Current Liabilities / Vouchers/Accounts Payable			160,037.96
207 10 40	Sales Tax Payable / Convention Center			283.86
207 30 10	Due to Other Agencies / Cost of Court Distributn			100,550.88

PREPARED 08/20/2024, 17:08:38
PROGRAM: GM257U
City of West Monroe

2025 TRIAL BALANCE
AS OF 07/31/2024

ACCOUNTING PERIOD 01/2025

Item 20)

FUND 001 General Fund		DEBIT	CREDIT
ACCOUNT	ACCOUNT DESCRIPTION	BALANCE	BALANCE
208 17 00	Due to Other Funds / Due to Capital Fund		135,541.00
216 10 10	Police / state supplemental	34,800.00	
217 20 10	Pensions Payable / MERS		394.82
217 20 20	Pensions Payable / Police	1,736.18	
217 40 05	Insurances Payable / Voluntary Life AD&D	114.96	
217 40 16	Insurances Payable / Group Life Insurance		384.30
217 40 17	Insurances Payable / Long Term Disability		441.65
217 40 18	Insurances Payable / Short Term Disability		229.43
217 40 20	Insurances Payable / Accident Insurance		986.81
217 40 40	Insurances Payable / Vision		34.83
217 40 50	Insurances Payable / Dental	2,956.96	
217 40 57	Insurances Payable / AFLAC		123.60
217 40 59	Insurances Payable / Met Life Insurance		1,074.68
217 70 30	Union Dues / MPOA/LPOA Relief		.03
223 10 00	Deferred Revenue / Overpayments		31,185.27
228 20 10	Building Inspection / Contractor's Deposits		37,352.00
228 30 20	EVIDENCE DEPOSIT / Convention Center		9,545.23
228 30 25	EVIDENCE DEPOSIT / Expo Center		28,850.00
242 10 00	Fund Equitiy / Revenue Control Account		5,445,011.65
242 20 00	Fund Equitiy / Expenditure Cntrl Summary	1,940,189.64	
243 00 00	Fund Equity / Encumbrance Control	58,173.40	
244 00 00	Fund Equity / Reserve for Encumbrances		58,173.40
250 00 00	Fund Equity / Pr Yr Res for Encumbrance		221,769.49
253 10 00	Fund Balance / Unreserved Fund Balance		15,909,131.54
FUND TOTALS		22,143,014.66	22,143,014.66
FUND IS IN BALANCE			