

#### Notice of:

### **BOARD OF ALDERMEN REGULAR MEETING**

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

#### **AGENDA**

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

#### **NOTICE/MINUTES**

## Call to order/Verification of Attendance

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

1 Motion to approve the Minutes of the September 15, 2025 Special Council Meeting.

#### **Recognitions/Presentations**

- 2) City of West Monroe Employees recognized for years of service.
- 3) GrowNELA presentation by Rob Cleveland.

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

### **Community Announcements**

#### **ADMINISTRATION/FINANCE**

- 4) Ordinance to authorize an application for a FY 2026 Louisiana Community Development Grant for the Riverbend Area Sewer Rehabilitation (\$1,516,039.00).
- <u>5)</u> **Ordinance** to authorize execution of an updated Agreement For Services with the Ouachita Parish Sheriff's Office (Detention Services).
- 6) Ordinance to accept a FY 25-26 Technical Assistance grant in the amount of \$65,000 for the West Monroe Main Street Streetscape Improvement Visualization from Louisiana Main Street, part of the Office of Cultural Development in the Louisiana Department of Culture, Recreation, and Tourism.
- 7) Ordinance to accept funding assistance from the Waste Tire Pilot Program of the Louisiana Department of Environmental Quality (\$17,312 requested); to authorize submission of the necessary information required for preparation of the Cooperative Endeavor Agreement and to thereafter execute that Cooperative Endeavor Agreement.

### **BUILDING AND DEVELOPMENT**

- 8) INTRODUCE Ordinance to grant a Right of Way to Entergy Louisiana, LLC for the New Drago Street Sewer Lift Station.
- 9) Ordinance to amend Sec. 12-7038 of the Code of Ordinances to impose a fee of \$100.00 in order to apply to the West Monroe Historic Preservation Commission for a certificate of appropriateness (but excluding pre-approved actions under Sec. 12-7039).

#### **LEGAL**

- <u>10)</u> **Ordinance** to authorize the publication of a Notice of Intention to further expand the boundaries of the West Monroe Economic Development District, State of Louisiana, and to levy the sales tax and hotel occupancy tax currently levied within the District in the new areas of the District; and providing for other matters in connection therewith.
- <u>11)</u> **Ordinance** to amend Sec. 2-6016 of the Code of Ordinances, to update the listing of the actions previously approved which establish the West Monroe Economic Development District and its boundaries.
- **Ordinance** to amend Section 9-3006 of the Code of Ordinances, to prohibit owners and operators of Class 5 to Class 8 trucks from standing, stopping or parking on public streets, rights of way or other public properties or on private driveways, rights of way or other private properties within any residential district, excluding those being actively utilized on site; to modify the existing penalties for violation; and to set an effective date of October 13, 2025.

#### **PUBLIC WORKS**

13) Ordinance to authorize execution of a Cooperative Endeavor Agreement with the Louisiana Department of the Treasury and State of Louisiana in order to receive a Line Item Appropriation of \$390,000 pursuant to Act 461 of the 2025 Regular Legislative Session of the Louisiana Legislature for the purchase of a street sweeper.

#### **COMMUNITY SERVICES**

#### **PARKS AND RECREATION**

#### **POLICE/FIRE**

#### **WMFD**

14) Ordinance to approve execution of a Mutual Aid Agreement with the Louisiana Office of the State Fire Marshal and each Parish and City fire department entering into a similar Mutual Aid Agreement.

## WMPD

**15) Ordinance** to authorize execution of the Louisiana Highway Safety Subgrant Agreement and contract with the Louisiana Department of Public Safety and Corrections, Louisiana Highway Safety Commission for FFY 2026 (Proposed award amount: \$159,597).

#### **ENGINEERING/CONSTRUCTION PROJECTS**

16) Exchange Street Drainage Improvements - City Project #000329

Review submitted bids and engineer's recommendations, and if the project is awarded, approve **Ordinance** to accept awarded bid, and to authorize execution of a contract for project construction with the low bidder (Amethyst Construction, \$144,210).

<u>17)</u> <u>Cotton Street (Streetscape Improvements)</u> - City Project #000323

**Ordinance** to approve agreement with Civil & Environmental Consultants, Inc. for landscape architectural services related to Cotton Street.

18) West Monroe Riverfront Park Fishing Pier Project - City Project #C23014

Authorize Change Order No.1 (+0.00, +262 days) with D and L of Ouachita, Inc.

<u>19) Sunshine Heights Drainage Improvements</u> - State Project #50-MV2-22-02, City Project #C22024

Authorize Change Order No. 1 for Kepper Trucking & Dirt Contracting, LLC ( + \$21,567.00, + 0 days).

# 20) Project Updates

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

# **PUBLIC COMMENTS/OTHER BUSINESS**

### **ADJOURN**

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

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



### **BOARD OF ALDERMEN SPECIAL MEETING**

Monday, September 15, 2025 at 12:00 PM Council Chambers, City Hall, 2305 North 7th Street, West Monroe

#### **MINUTES**

### **NOTICE/MINUTES**

### Call to order/Verification of Attendance

#### **PRESENT**

Polk Brian Morgan Buxton Thom Hamilton — Mayor Pro Tem Rodney Welch Ben Westerburg

#### **ABSENT**

Mayor Staci Mitchell

The meeting was opened with prayer by Alderman Morgan Buxton. The Council led the Pledge of Allegiance.

Mayor Pro Tem, Thom Hamilton, called meeting to order, verified receipt of proper Notices of Service on or Waivers of Service by the Mayor and a majority of the Board, and the presence of a quorum.

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

MOTION PASSED to approve the Minutes of the September 2, 2025 Regular Council Meeting.

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

#### ADMINISTRATION/FINANCE

MOTION PASSED to authorize issuance and advertisement of a request for proposals from contractors for solid waste pickup and waste disposal services.

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

Ordinance 5517: Ordinance to authorize execution of Memorandums of Understanding or Cooperative Endeavor Agreements with parish or municipal governments, with agencies of the State of Louisiana, and other state or local public entities to provide for the terms and conditions for the use of certain buildings owned by the City of West Monroe as emergency evacuation shelters; provides continuing authority (emergency sheltering agreements).

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

#### **ENGINEERING/CONSTRUCTION PROJECTS**

<u>Crosley Street Sanitary Sewer Improvements</u> - City Project #000322

Review submitted bids and engineer's recommendations, and if the project is to be awarded, approve

Ordinance 5518: Ordinance to accept awarded bid, and to authorize execution of a contract for project construction with the low bidder (JABAR Corporation, \$418,668.50)

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

Julia Street Improvements - State Project #50-MV2-25-01, City Project #250003

<u>Ordinance 5519</u>: Ordinance to authorize execution of a contract with Lazenby & Associates, Inc. for Engineering & Surveying services (\$51,325.00).

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

# **Project Updates**

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

ATTEST:

APPROVED:

ANDREA PATE

Andrean. Pate

CITY CLERK

STACI ALBRITTON MITCHELL

**MAYOR** 

#### STATE OF LOUISIANA

#### CITY OF WEST MONROE

ORDINANCE NO	MOTION BY:	
	SECONDED BY:	

AN ORDINANCE TO AUTHORIZE THE CITY OF WEST TO MAKE APPLICATION FOR THE FY 2026 LOUISIANA COMMUNITY DEVELOPMENT PROGRAM FOR A GRANT TO PERFORM SEWER REHABILITATION IN THE RIVERBEND AREA (GRANT AMOUNT \$1,516,039.00); TO SELECT THE MAYOR AS THE AUTHORIZED REPRESENTATIVE OF THE CITY; TO SELECT THE ADMINISTRATOR AND THE ENGINEER FOR THE PROPOSED PROJECT, AND THE FEES TO BE PAYABLE TO THEM SHOULD THE GRANT BE AWARDED; TO COMMIT TO CERTAIN CONSTRUCTION FUNDS SHOULD THE GRANT BE AWARDED; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

WHEREAS, the City of West Monroe, Louisiana has identified a need related to community development activities; and

WHEREAS, the Louisiana Division of Administration Administers the Louisiana Development Program to assist community development activities in the State of Louisiana.

NOW, THEREFORE,

SECTION 1. BE IT ORDAINED by the Mayor and the Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe, Louisiana hereby makes application for a Louisiana Community Development Program Grant in the amount of \$1,516,039.00 under the terms and conditions of the State of Louisiana and shall enter into and agree to the understanding and assurances contained in said application.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and the Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe, Louisiana supports the proposed activities described hereinabove.

SECTION 3. BE IT FURTHER ORDAINED by the Mayor and the Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City Council hereby authorizes and designates Staci Albritton Mitchell, Mayor, as Chief Elected Officer and Authorized Representative, to act in all matters in connection with this Application and the participation in the Louisiana Community Development Program.

SECTION 4. BE IT FURTHER ORDAINED by the Mayor and the Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City hereby agrees to pay \$115,000.00 in local funds for the cost of administrative

fees for the project and does hereby authorize selection of Waxmans, III to prepare and administer the project, though no fees shall be due unless the Grant is funded; the City agrees to provide \$208,460.00 in engineering, surveying and inspection fees to be provided by S. E. Huey Co, though none of these fees shall be due unless the grant is funded; and the City agrees to put up an additional \$250,000.00 in construction funds if the Grant is funded.

The above ordinance was read and considered by sections at a public meeting of the Mayor and Board of Aklermen, in regular and legal session convened on the 7th day of October, 2025, voted on by yea and nay vote, passed and adopted, the final vote being as follows:

YEA:

NAY:

NOT VOTING:

ABSENT:

APPROVED THIS 7TH DAY OF OCTOBER, 2025

ANDREA PATE, CITY CLERK
CITY OF WEST MONROE

STACI ALBRITTON MITCHELL, MAYOR CITY OF WEST MONROE

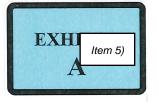
STATE OF LOUISIANA

STATE OF LOUISIANA

# STATE OF LOUISIANA

# CITY OF WEST MONROE

ORDINANCE NO	MOTION BY:
	SECONDED BY:
AN ORDINANCE TO AUTHORIZE THE CI TO ENTER INTO AN AGREEMENT FOR PARISH SHERIFF'S OFFICE IN ORDER TO SERVICES; AND TO OTHERWISE PROV	R SERVICES WITH THE OUACHITA TO PROVIDE CERTAIN DETENTION
SECTION 1. BE IT ORDAINED by the M	layor and Board of Aldermen of the City of West
Monroe, Louisiana, in regular and legal session conver	ned, that Staci Albritton Mitchell, Mayor of the City
of West Monroe, is hereby authorized to enter into an	Agreement For Services with the Ouachita Parish
Sheriff's Office in order to provide certain detention se	ervices, all as more fully set forth in that Agreement
For Services, attached as Exhibit "A".	
SECTION 2. BE IT FURTHER ORDAINE	D 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 h	nereby authorized to execute that Agreement For
Services with the Ouachita Parish Sheriff's Office, as w	ell as any additional documentation she determines
necessary or appropriate in order to enter into that Agre	ement For Services, or to administer its provisions,
and to take any and all actions she deems either nece	essary or proper to carry out the provisions of the
foregoing Agreement For Services, including but not l	imited to the payment of those amounts due under
this Agreement For Services by the City of West Mon	roe.
The above Ordinance was read and considere	d by sections at a public meeting of the Mayor and
Board of Aldermen, in regular and legal session conve	ned, voted on by yea and nay vote, this 7th day of
October, 2025, the final vote being as follows:	
YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	
	APPROVED THIS 7TH DAY OF OCTOBER, 2025
ANDREA PATE, CITY CLERK	STACI ALBRITTON MITCHELL, MAYOR



#### STATE OF LOUISIANA

#### CITY OF WEST MONROE

#### PARISH OF OUACHITA

#### AGREEMENT FOR SERVICES

This Agreement for Services (the "Agreement") is made and entered into by and between the City of West Monroe (the "City") and Ouachita Parish Sheriff's Office ("OPSO") effective as of the \_\_\_\_\_ day of October 2025.

# ARTICLE ONE TERM OF AGREEMENT

Section 1.01 <u>Term of Agreement.</u> This Agreement shall be and become effective upon the execution by the City and OPSO and, subject to all the terms and provisions hereof, the term of this Agreement shall begin on the effective date set forth above, executed by both parties and shall last for an initial period of two (2) years.

Section 1.02 <u>City Renewal and Extension</u>. The initial term of this Agreement shall be two years from the effective set forth above (the "Commencement Date"). The Agreement shall renew without notice to either party for additional one-year renewal terms unless a party exercises its right to not to renew this Agreement. Should either party desire not to renew this Agreement, the party desiring not to renew shall notify the other party in writing at least one-hundred twenty (120) days prior to the expiration of the renewal date, which shall be the anniversary of the Commencement Date.

# ARTICLE TWO SCOPE OF SERVICES

Section 2.01 <u>Detention Services</u>. The OPSO agrees to provide Detention Services to the City specifically for the housing of persons arrested on misdemeanor criminal charges by the City of West Monroe Police Department or sentenced to a term of confinement on misdemeanor charges by the West Monroe City Court (the "City Inmates") according to the provisions set forth below during the term of this Agreement and any renewal terms.

**Section 2.02** The Facility. The Detention Services to be provided under this Agreement will be provided at a unit or section of the Ouachita Correctional Center, which is operated by the OPSO and located at 4801 Highway 165 Bypass, Monroe, Louisiana (the "Facility"). OPSO shall endeavor to keep City Inmates segregated in housing from all pre-trial detainees of other jurisdictions and incarcerated felony offenders.

# ARTICLE THREE OPERATION OF THE FACILITY

Section 3.01 Minimum Conditions of Confinement. OPSO shall operate, manage, supervise and maintain the Facility and provide for the secure custody, care and safekeeping of City Inmates at the Facility in accordance with state and local law, including the standards promulgated by the Louisiana Basic Jail Guidelines, any applicable state or federal law, and this Agreement, provided that the level and the quality of services provided by OPSO pursuant to this Agreement shall meet or exceed the minimum standards promulgated by the Louisiana Basic Jail Guidelines and any applicable state and federal law. OPSO shall further provide housing, care, and meals for such City Inmates subject to the terms and conditions of this Agreement. In addition to such regulations and standards, the minimum conditions of confinement during the entire period of this Agreement are:

- (a) Staffing shall be provided 24 hours a day to supervise and maintain custody and control of City Inmates.
- (b) Three (3) meals (including two hot meals) shall be provided per day for City Inmates.
- (c) Access to twenty-four (24) hour per day emergency medical care will be provided for City Inmates.
- (d) OPSO will maintain an automatic smoke and fire detection and alarm systems, and shall maintain a written policy, procedure and practice regarding fire and other safety emergency standards.
- (e) OPSO will maintain a water supply and waste disposal program certified to be in compliance with applicable laws and regulations.

**Section 3.02** <u>Applicable Standards.</u> OPSO shall operate and maintain the Facility in accordance with all applicable provisions of the Louisiana Basic Jail Guidelines and applicable laws, rules and regulations.

**Section 3.03** Food Services. OPSO will provide food and beverage services in compliance with all applicable standards, sanitation and health codes, with menus that are appropriate to meet the dietary needs of all City Inmates. OPSO will provide two hot meals daily, and one other meal which need not be hot shall be provided daily, with no more than 14 hours elapsed between meals during the term of this Agreement. Special diets shall be available to City Inmates as prescribed by appropriate medical or dental personnel.

Section 3.04 <u>Laundry Services</u>. OPSO shall provide laundry facilities and services to all City Inmates being held at the Facility and shall be responsible for the issuance of clean clothing, linen, bath and hand towels when each City Inmate arrives at the facility. Laundering of linens and clothing associated with City Inmates shall be in accordance with OPSO policies and procedures.

**Section 3.05** <u>Transportation</u>. OPSO agrees to provide transportation of City Inmates to and from the City courthouse located at 2303 North 7th Street, West Monroe, Louisiana, as judicial proceedings are held.

- (a) The City shall endeavor to make maximum use of technologically based alternatives to traditional in-person court proceedings, when possible.
- (b) Transportation and escort guard services will be performed pursuant to policies, procedures and practices established by OPSO by armed, qualified officers employed by OPSO, and OPSO will augment such practices as may be requested by the City to enhance specific requirements for security, monitoring and contraband control.
- (c) Upon arrival at the courthouse or jail facility, transportation and escort guards will turn physical custody of City Inmates over to a City marshal or other authorized agent only upon presentation by such deputy or authorized agent of proper law enforcement credentials.
- (d) Each City Inmate will be restrained in handcuffs and leg irons during transportation.
- (e) OPSO will continue to be liable for the actions of its employees while they are transporting City Inmates and while on duty.
- (f) OPSO agrees to and shall hold harmless and indemnify the City, the mayor, and its officials, in their official and individual capacities, from any liability, including third party liability or worker's compensation, arising from the conduct of OPSO employees during the course of the transportation of City Inmates, as further set forth in Article 5.
- (g) OPSO will provide other transportation for City Inmates as mutually determined to be necessary and as agreed upon with the City.

#### Section 3.06 Intentionally Omitted

#### Section 3.07 Medical Guidelines and Reporting.

- (a) OPSO shall maintain written medical policies and guidelines at the facility site.
- (b) OPSO shall maintain confidentiality guidelines regarding AIDS and HIV medical information for employees and incarcerated persons.
- **Section 3.08 <u>Health Services.</u>** OPSO shall provide City Inmates with access to basic health care services. Medical and basic health care services shall comply with the following provisions:
- (a) The per diem rate under this Agreement covers only routine medical services for City Inmates, such as on-site sick call and nonprescription, over-the-counter/non-legend

- drugs and medical supplies and limited amount of prescription drugs, as set forth in Section 3.08(c).
- (b) The per diem rate for City Inmates does not cover medical/health care or mental health services provided outside of OPSO's facility by other than facility staff, prescription drugs in excess of \$500/month, treatments, or surgical, optical or dental care, and does not include the costs associated with any hospitalization of an inmate.
  - The City shall pay OPSO an amount equal to the amount that OPSO is required to expend for medical services for City Inmates other than those routine medical services provided for by the per diem rate. When it becomes necessary for a City Inmate to be hospitalized, OPSO shall contact the City through its Chief of Police as soon as possible to inform the City of the fact that the inmate has been, or is to be, hospitalized, and of the nature of the illness or injury that has required the hospitalization.
- (c) The City of West Monroe shall be responsible for the costs of prescription medications for City Inmates in excess of \$500 per month. The \$500 threshold applies to all prescription medications for all City Inmates held at the Facility and is not calculated on a per-inmate basis. OPSO will endeavor to ensure that City Inmate prescriptions are not filled on more than a seven-day basis. The City shall be billed for the cost of City Inmate prescription medications in excess of \$500 monthly. The City shall be entitled to receive a credit on its monthly bill for any unused or returned City Inmate prescriptions.
- (d) State certification and licensing requirements shall apply to all health care personnel responsible for providing medical services to City Inmates at the Facility. OPSO shall, at a minimum, provide at least one direct care employee certified in standard first aid procedures and cardiopulmonary resuscitation (CPR) on duty and available to City Inmates per shift at the Facility.
- (e) OPSO shall have sufficient first aid supplies and equipment adequately maintained at all times to support the overall medical treatment requirements of the assigned City Inmate population. Medical first aid supplies shall be maintained at the Facility in accordance with prescribed standards recognized or approved by a licensed, recognized health authority which possesses the expertise to evaluate, assess, and determine the potential need or conditions of the required first aid supplies and equipment.
- (f) All costs associated with hospital or health care services provided outside the Facility for City Inmates will be paid directly by the City or promptly reimbursed to OPSO. In the event that a contract with a medical facility/physician exists which allows OPSO to receive discounted rates, the City shall be entitled to receive the benefits of that rate.
- (g) The Warden of the Facility shall notify the City's Chief of Police as soon as possible of all emergency medical cases requiring removal of a City Inmate from the Facility.
- (h) Medical records shall be maintained for all City Inmates held at the Facility.

- (i) Subject to the following paragraph (j), OPSO will submit invoices for medical services provided to City Inmates during detention at the Facility along with its regular monthly billings for Detention Services provided under this Agreement, and such invoices shall be paid on the same terms as the regular monthly billings as provided herein.
- (j) If the hospitalization of a City Inmate is to be for a duration of more than 24 hours, or the cost of any medical care or hospitalization of a City Inmate is to exceed \$1,000.00, OPSO has the right to arrange for the hospital or health care provider to bill the City directly for the costs of such hospitalization and/or medical care, rather than OPSO paying the costs and billing the same to the City. If the hospital or health care provider refuses to bill the City directly, the City shall reimburse OPSO for such costs within ten (10) business days of receipt of an invoice from OPSO thereof, which invoice may be delivered personally, by facsimile, by mail, by e-mail, or by other reliable courier.
- (k) The City will provide OPSO with medical information for all City Inmates sought to be initially transferred to the Facility under this Agreement, including information regarding any special medications, diets or exercise regimens applicable to each City Inmate when said information is reasonably available to and known by the City.
- Section 3.09 <u>Recreation and Exercise</u>. OPSO shall provide City Inmates with access to adequate physical facilities, equipment, and supplies for a recreation program that meets all applicable Louisiana Basic Jail Guidelines requirements and any applicable state or federal law.
- Section 3.10 <u>Visitation</u>. OPSO shall provide adequate space, equipment, and supervision necessary to implement a visitation program for City Inmates that meets all applicable Louisiana Basic Jail Guidelines requirements and any applicable state or federal law.
- **Section 3.11** <u>Safety Requirements.</u> OPSO shall operate and maintain the Facility in compliance with all applicable state, federal, and local rules, laws, and codes. OPSO shall further maintain safety plans for the Facility and provide safety reports as follows:
  - (a) The Facility shall be maintained in compliance with all applicable codes, including but not limited to, the Louisiana State Fire Marshal, the Louisiana State Health Department, and applicable Louisiana Basic Jail Guidelines.
  - (b) OPSO will follow an emergency fire plan and written procedure for the safe evacuation of residents and staff at the Facility. Each new City Inmate shall be briefed on these evacuation procedures during admission to the Facility. Written emergency fire exit plans for the Facility shall be posted in all major meeting rooms, dining rooms, hallways and living areas at the Facility.
  - (c) OPSO shall complete an injury report in the event that an injury to a City Inmate or OPSO employee results in one full day's loss of work or programmatic activity and/or that results in medical treatment, provided that first aid treatment shall not be deemed

medical treatment. OPSO shall complete an injury report and shall forward same to the City's Chief of Police within 24 hours following said injury.

- **Section 3.12.** <u>Resident Correspondence.</u> OPSO shall handle City Inmate correspondence at the Facility in accordance with applicable Louisiana Basic Jail Guidelines and any applicable state or federal law.
- **Section 3.13.** Resident Funds. OPSO shall have written policies governing the operations of any fund established for City Inmates during detention at the Facility. These funds shall be held by OPSO and shall be controlled consistent with generally accepted accounting principles and all applicable guidelines, laws, and rules.
- **Section 3.14.** Religious Services. OPSO shall cause religious services to be conducted for City Inmates detained at the Facility in accordance with applicable Louisiana Basic Jail Guidelines and any applicable state or federal law. Participation in religious services shall be voluntary for all City Inmates.
- **Section 3.15.** <u>Security.</u> OPSO shall provide adequate security with respect to all City Inmates in accordance with all requirements of this Agreement and the applicable Louisiana Basic Jail Guidelines and any applicable state or federal law. As part of such security program, OPSO will comply with the following census and reporting requirements.
  - (a) OPSO will develop, implement and document a daily system for physically counting all City Inmates assigned to the Facility, assuring strict accountability for City Inmates and that at least one City Inmate count occurs per shift.
  - (b) OPSO will notify the City's Chief of Police as soon as possible when a City Inmate is involved in an escape, attempted escape, or conspiracy to escape from the Facility.
- Section 3.16. <u>Programs.</u> OPSO may provide programing to meet the needs of the City Inmate population as requested by the City. Programs may include, but not be limited to, education, counseling, substance abuse education, and case management. The per diem rate set out in this Agreement only covers basic custodial care and supervision of City Inmates held at the Facility and does not include any special education, vocational, or other programs provided to City Inmates at the Facility. The parties may agree by a written amendment to this Agreement, or by separate agreement, for the provision of special programs to City Inmates on terms mutually agreed to by the parties. OPSO may, at no cost to the City and not inconsistent with applicable rules and regulations of the Louisiana Basic Jail Guidelines and the purposes of this Agreement, provide special programs for City Inmates and permit or require selected City Inmates to participate in selected programs provided in other segments of OPSO.
- **Section 3.17.** Receiving and Discharging. OPSO agrees to accept City Inmates only from, and release City Inmates only to, authorized persons in compliance with this Section.

- (a) OPSO shall accept City Inmates presented by the City upon presentation by the officer or proper law enforcement credentials, subject to the population limits set forth herein.
- (b) OPSO agrees to release City Inmates only to law enforcement officers of agencies authorized by the City or in accordance with Section 4.05 of this Agreement.
- (c) City Inmates may not be released from the Facility or placed in the custody of any federal, state or local official unless the release or transfer is in accordance with all applicable laws, policies, rules and regulations of the State of Louisiana; for medical emergency situations; pursuant to a court order; according to an express request by the City made in writing; or by mutual agreement of the parties hereto.
- Section 3.18. <u>Disciplinary Procedures.</u> OPSO shall maintain a written administrative remedy procedure to include the processing of violations and graduated sanctions that may be imposed with respect to City Inmates held at the Facility. Each City Inmate shall be informed of the disciplinary procedures upon admission to the Facility. OPSO shall maintain a master file of all discipline reports of actions taken with respect to City Inmates held at the facility and shall provide the City with an electronic copy of any such report upon specific request made by the City in writing. OPSO's administrative remedy procedure shall comply with applicable state and federal laws and regulations.
- **Section 3.19** <u>Grievance Procedures.</u> OPSO shall maintain written grievance procedures, which procedures shall be available to all City Inmates upon admission to the Facility. At a minimum, the grievance procedure shall comply with applicable state and federal laws and regulations.
- **Section 3.20.** <u>Use of Force.</u> OPSO shall maintain written procedures governing the use of force against City Inmates. This procedure shall conform to applicable state and federal laws and regulations. OPSO shall maintain a master file of all use -of-force incidents that occur with respect to City Inmates.
- Section 3.21. <u>Inspection and Technical Assistance</u>. OPSO agrees to periodic inspections of the Facility by the City, not to exceed one per annual term or renewal term of this Agreement. Findings of the inspection will be shared with the Facility administration in order to promote improvements to operations, conditions of confinement, and service levels at the Facility. OPSO will provide the City with a copy of any annual or periodic inspections conducted by the State of Louisiana or the federal government during the initial term of this Agreement or during any renewal term.
- Section 3.22 Access to Records. OPSO agrees to maintain and make available for inspection, audit or reproduction by the City, the Louisiana Department of Corrections, and/or their employees, attorneys, agents and/or independent auditors, documents pertaining to the services provided hereunder, and/or to the sums billed pursuant to this Agreement by OPSO. Such records shall be maintained by OPSO for at least three (3) years following completion of the original or any renewal term of this Agreement and thereafter until any pending audit or litigation

and all questions arising therefrom and involving this Agreement or such records have been finally resolved.

Section 3.23 <u>Interview/PEI Room</u>. OPSO agrees to furnish an Interview/PEI Room for the Monroe Police Department as needed.

# ARTICLE FOUR CITY RESERVATION OF BEDS AND PAYMENT

Section 4.01 <u>City Use of Beds.</u> The City shall have the right to use and occupy up to forty (40) beds in the Facility for the Term of this Agreement for holding City Inmates and agrees to pay the per diem rate specified in Section 4.02 for the use and/or occupancy of such beds and the Detention Services to be provided by OPSO pursuant to this Agreement. The City shall not be required to pay for any bed not used by the City from and after the Commencement Date but shall pay the per diem rate for each such bed used and occupied by City Inmates assigned to the Facility by the City.

**Section 4.02** Per Diem Rate. The rates and fees charged by OPSO and paid by the City pursuant to this Agreement shall be as follows:

- (a) The per diem rate for the actual use and/or occupancy of up to forty (40) beds in the Facility for the term of this agreement for holding City Inmates, and related detention, transportation services, and medical/prescription services specified in this Agreement shall be \$34.77 per inmate per bed per day. This rate covers one City Inmate per bed per day. A twelve-hour period of any day shall count as an Inmate Day under this Agreement, except that the City shall not be billed for two Inmate Days when a City Inmate is admitted one evening and removed the following morning. In that situation, OPSO will bill for the day of arrival, but not for the day of departure.
- (b) The OPSO shall receive a \$30 processing fee from the City for each individual booked into OCC, for the completion of booking and eventual release responsibilities detailed in section 4.05.
- (c) If this Agreement is renewed for additional one (1) year periods as provided by Section 1.02, beginning in the second year of this Agreement and for each renewal year thereafter, OPSO and the City may negotiate increases in the per diem rate by February 1<sup>st</sup> of the fiscal year preceding the renewal. Any such increase shall be applicable during the following fiscal year of the City, which begins May 1st. Any such increases in the per diem rates or booking fees shall be based upon increases in the costs and

expenses of operating, insuring and maintaining the Facility and providing the Detention Services. If the parties are unable to agree on the amount of increase in the per diem rate on or before February 1 of such year, OPSO may increase the per diem rates unilaterally, provided that such rates shall not be increased to an amount greater than an amount determined by multiplying the applicable per diem rate set forth in (a) above by a percentage amount equal to 100% plus the cumulative percentage increase in the Consumer Price Index, All Urban Areas, from the second anniversary of the Commencement Date to the date of the increase.

**Section 4.03** <u>Billing Procedure</u>. OPSO shall submit an itemized invoice for the services provided each month to the City under this Agreement. Invoices will be submitted to the officer of the City designated to receive the same on behalf of the City. The City shall make payments to OCC within fifteen (15) days after receipt of the invoice. Payment shall be in the name of Ouachita Correctional Center and shall be remitted to: 4801 Highway 165 Bypass, Monroe, La 71202.

Amounts which are not paid timely in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 12%, or the maximum legal rate applicable to City. City further agrees that OPSO shall be entitled to recover its reasonably necessary attorney's fees and costs incurred in collection of amounts due under this Agreement.

**Section 4.04.** <u>Inmate Eligibility.</u> The only inmates of the City eligible for incarceration in OPSO's facility pursuant to this Agreement are male/female inmates that are classified as pretrial misdemeanor or sentenced misdemeanor inmates in the physical custody of the City of West Monroe.

Prior to OPSO receiving the initial group of City Inmates for transportation by OPSO to the Facility, the City shall furnish the following: (1) complete information and documentation relating to the City Inmate's case history; (2) all the City Inmate's records concerning classification, including conduct records; and (3) medical and clinical records, including certification of tuberculosis screening or treatment, pertaining to the City Inmate being transferred to the Facility.

OPSO will not accept City Inmates which are brought to the Facility for booking who are noticeably injured, severely bleeding and/or bruised, in need of immediate medical attention, or who are comatose (passed out).

Section 4.05 <u>Inmate Booking</u>, <u>Sentences</u>, <u>& Releases</u>. The OPSO shall assume all initial booking intake responsibilities for the population described in Section 4.04, including input of city ordinance and charge information. The City shall be responsible for input of all information and data derived from respective inmate court proceedings into the shared jail management system. Furthermore, the City shall be responsible for the computation or processing of a City Inmate's time of confinement, including, but not limited to, computation of good time awards/credits and

discharge dates. OPSO shall be responsible for processing of bail or bail bonds, and court ordered releases.

It shall be the responsibility of the City to notify OCC of any discharge date for a City Inmate or to direct the release of a City Inmate from custody. The City accepts the responsibility for the calculations and determinations set forth above or giving OCC notice of the same and shall indemnify and hold OCC harmless for all liability or expenses of any kind arising therefrom.

# ARTICLE FIVE INSURANCE AND INDEMNIFICATION

Section 5.01 <u>Indemnification</u>. OPSO hereby agrees to indemnify and hold the City and its agents, officers and employees harmless from all costs, claims, expenses and liability (including attorney's fees) whatsoever that may be incurred by the City, its agents, officers or employees, that may arise from any and all acts or omissions of the OPSO, or its appointees, employees, agents, subcontractors or assigns in connection with the operation of the Facility or the provision of Detention Services by OPSO pursuant to this Agreement and from any and all claims or causes of action that may be brought by any third party by reason of any act or omission of OPSO or its appointees, employees, agents, subcontractors, or assigns in connection with the operation of the Facility or the provision of Detention Services pursuant to this Agreement, provided that this Section shall not be construed as creating any right, cause of action, or claim of waiver or estoppel for or on behalf of the City or any third party nor shall it be construed as a waiver or modification of the availability of the defense of governmental immunity or any other legal defense available to either OPSO or the City.

Section 5.02 <u>Contractor to Provide Defense</u>. In case any action or proceeding is brought against the City regarding any claim or matter referenced in the foregoing Section, City shall provide immediate notice to OPSO and OPSO shall defend and indemnify the City against such action. City shall have the right to utilize separate counsel, to participate in the investigation and defense of any such claims, and the fees and expenses of such counsel shall be paid by City unless the employment of such counsel has been previously authorized in writing by OPSO.

Section 5.03 Waiver and Releases. Neither OPSO nor City shall waive, release, or otherwise forfeit any possible defense that OPSO or the City may have regarding any claim arising from or made in connection with the operation of the Facility by OPSO or the housing of City Inmates at the Facility without the written consent of the other party to this Agreement, provided that OPSO shall have authority to compromise and settle any claim for monetary consideration only those claims for which OPSO is indemnifying the City. City and OPSO shall preserve all such available defenses and cooperate with each other to make such defenses available for each other's benefit to the maximum extent allowed by law, including any defenses City many have regarding litigation, losses, and costs resulting from claims or litigation pending at the time this Agreement becomes effective, or arising thereafter from occurrences prior to the effective date of this Agreement.

Section 5.04 <u>Insurance</u>. OPSO shall secure and maintain in effect, or shall cause to be secured and maintained, an insurance policy or policies and/or membership in an interlocal risk management agency created by the Louisiana Sheriffs' Association providing coverage against all claims based on violations of the Civil Rights Act arising from the services performed under this Agreement; (ii) coverage to protect against all claims arising from services performed under this Agreement; and (iii) coverage to protect City from actions by third parties against OPSO that may arise as a result of the performance of any obligations under this Agreement. The insurance policy or policies or coverage provided by an interlocal risk management agency required by this Section shall be for not less than any limits of liability specified herein or required by law, whichever is greater, and shall include coverage for liabilities assumed by OPSO under this Agreement. The City shall be named as an additional insured on each such insurance policy.

Section 5.05 Additional Insurance. OPSO shall continuously maintain such accident, general liability, worker's compensation (if applicable), and automobile insurance as required by law to include protecting OPSO, its officers, employees, and agents from and against any and all liability caused by or arising out of any aspect of the operation of the Facility and the furnishing of Detention Services pursuant to this Agreement, including the payment of damages and attorney's fees. OPSO shall provide proof of insurance or risk management coverage to City upon written request of the City.

Section 5.06 <u>Coverage Amounts</u>. The liability insurance and coverage insuring against claims made pursuant to the Civil Rights Act shall be maintained in an amount that is not less than \$1,000,000. The general liability and automotive insurance and coverage shall be maintained in an amount that is not less than \$1,000,000 per person per occurrence and \$1,000,000 per occurrence and an aggregate coverage of \$2,000,000.

# ARTICLE SIX GENERAL PROVISIONS

Section 6.01 <u>City Liability</u>. To the extent permitted by applicable law, City shall be fully responsible and liable for all suits, claims, damages, losses, or expenses, including reasonable attorney's fees, arising out of the City's performance or nonperformance of its obligations hereunder, and specifically excluding the actual transportation or incarceration of City Inmates by OPSO at City's facility after OPSO has returned and delivered the City Inmate back to the City.

**Section 6.02 OPSO Liability.** OPSO shall be fully responsible and liable for all suits, claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of OPSO's performance or nonperformance of the services and duties herein stated in regard to the actual transportation, holding, and incarceration of inmates by OPSO.

**Section 6.03** <u>Binding Agreement.</u> This Agreement is binding upon the parties hereto and their successors, assigns and representative in accordance with and subject to all the terms and conditions hereof.

**Section 6.04** Notices. All notices, demands, and other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To OPSO

Ouachita Correctional Center, L.L.C Attention: Warden Paul Campbell

4801 Highway 165 Bypass

Monroe, LA 71202

To City:

City of West Monroe

Attention: Mayor Staci Albritton Mitchell With a copy to City Attorney and Chief of Police

2305 North 7<sup>th</sup> Street West Monroe, LA 71291

The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

**Section 6.05** <u>Amendment.</u> This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the City.

**Section 6.06 Prior Agreements.** Except as expressly provided in this Section, this Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein, and no prior agreement or understanding pertaining to any such matter shall be effective.

**Section 6.07** Funding Sources. The City represents that is has current funds available sufficient to meet its obligations pursuant to this Agreement through the remainder of this fiscal year and the signature of the City's mayor below certifies that there are sufficient funds from current revenues available to the City to meet its obligations under this Agreement.

Section 6.08 Non-Appropriation of Funds. Notwithstanding anything contained in this Agreement to the contrary, all the financial obligations of the City pursuant to this Agreement are subject to appropriations and, in the event no funds or insufficient funds are appropriated or budgeted therefor, or that current funds are otherwise unavailable in any fiscal period for the payment of the per diem fees, expenses, defenses and amounts due to be paid by the City to OPSO pursuant to this Agreement, the City will immediately notify OPSO or its assignees of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments and funds herein agreed upon for which funds shall have so appropriated or budgeted or are otherwise lawfully available for the payment of the fees for services actually rendered by the OPSO. The City further agrees that, after giving notice of such termination, the City shall withdraw all City Inmates from the Facility on the last day for which sufficient funds are available to the City to pay the per diem amounts and fees due to OPSO pursuant to this Agreement. Notwithstanding the foregoing, and to the extent permitted by law, City agrees that it will not cancel this Agreement under the provisions of this Section for any fiscal year in which funds are appropriated to it, or by it, for the intended purpose of paying the per diem fees and amounts due to be paid by the City pursuant to this Agreement. To the fullest extent permitted by law, this Section will not be construed so as to permit the City to terminate this Agreement in order to acquire the same or similar services, or to acquire the use of similar property, or to allocate funds directly or indirectly to perform essentially the same application and obtain the same services or use of property for which this Agreement is intended.

Section 6.09 <u>City Insurance and Liability.</u> The City shall indemnify and shall defend against, all claims, actions, proceedings, expenses, damages or liabilities, including attorney's fees and court costs arising in connection with the arrest, confinement, housing, transportation or treatment of any City Inmate prior to the time that any such City Inmate shall have been delivered to the Facility for holding pursuant to this Agreement or accepted into the physical custody of the OPSO pursuant to this Agreement or after the City Inmate has been delivered or returned back to the physical custody of the City or its designee. This provision shall continue to be in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination thereof.

Section 6.10 <u>Assignment.</u> OPSO may assign the revenues and payments payable by the City pursuant to this Agreement and/or grant or assign a security interest in this Agreement. Any assignment of this Agreement, except for a security interest, must have the prior written consent of the City. Such consent shall not be unreasonably withheld. Any such assignees shall have all of the rights of OPSO under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assign of the parties hereto. Upon assignment of OPSO's interest herein, OPSO will cause written notice of such assignment to be sent to City which will be sufficient if it discloses the name of the assignee and address to which further payments hereunder should be made.

- **Section 6.11** <u>Assignment of Contract.</u> All of the terms, covenants, conditions, representations, and agreement in this Agreement shall be binding upon all parties herein and their successors and/or assignees.
- Section 6.12 <u>Section Headings.</u> All section headings contained herein are for the convenience for reference only and are not intended to define or limit the scope of any provision of this Agreement.
- Section 6.13 <u>Governing Law.</u> This Agreement shall be construed in accordance with and governed by the laws of the State Louisiana. Venue shall lie exclusively in Ouachita Parish, Louisiana.
- Section 6.14 Severability. In the event any one or more of the sections, provisions or clauses contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
- **Section 6.15** Approvals and Consents. Whenever this Agreement requires or permits approvals or consents to be given or mutual agreements to be reached, the parties agree that such approval or consent shall not be unreasonably withheld, and each party will exert reasonable effort

to reach mutual agreement. Such approval, consent or mutual agreement shall be evidenced in writing and be approved by the authorized officer of OPSO, and the mayor of the City.

**Section 6.16** Work Release. The City reserves the right to have City inmates assigned to work release programs administered by the City. Notwithstanding the requirement in Article Two, which requests OPSO use best efforts to house City Inmates separately from convicted felons, OPSO may place City Inmates assigned to the City's work release program to any dorm or facility which houses OPSO's trustees or other work release inmates. OPSO will appropriately screen all inmates and trustees before housing any City Inmate with other trustees and inmates under this Section.

# ARTICLE SEVEN TERMINATION

**Section 7.01.** <u>Termination with Cause.</u> The City of West Monroe and OPSO may only terminate this agreement for cause and upon the following conditions:

- 1. The terminating party must provide written notification to the non-terminating party of at least one-hundred twenty (120) days;
- 2. The written notification provided in this section must set forth the cause of the termination, including any Sections of this Agreement which the terminating party contends are implicated;
- 3. The non-terminating party shall have a period of sixty (60) days to dispute and/or remedy the cause(s) identified by the terminating party, and the parties shall negotiate in good faith to resolve the alleged cause(s); and
- 4. If the parties mutually fail to resolve the causes or any dispute, then the terminating party may elect to proceed with termination for cause at the end of the one-hundred twenty (120) day period.

Nothing in this Section shall be construed to restrict the right of either party to seek a judicial determination concerning whether sufficient cause existed to warrant termination of this Agreement.

Section 7.02 <u>Termination Without Cause</u> The City of Monroe and OPSO may terminate this agreement without cause upon the following conditions:

- 1. The terminating party must provide written notification to the non-terminating party of at least one-hundred- eighty (180) days;
- 2. The parties shall identify a suitable jail, prison, or other facility to house the City Inmates, at a reasonable cost, upon termination of the Agreement, and if no suitable Page 14 of 16

- jail, prison, or other facility is identified, then the Agreement will continue in effect until such time as a suitable jail, prison, or other facility is identified;
- 3. After the identification of such jail, prison, or other facility, the City of West Monroe shall be given sufficient time, which will include any remaining time in the one-hundred eighty (180) period and an additional period not to exceed sixty (60) days, to negotiate any necessary contracts with the new jail, prison, or other facility and arrange for the transport and relocation of City Inmates.
- 4. For purposes of this Section, the parties agree to work together using good-faith and best efforts to identify a substitute jail, prison, or other facility, and the City of West Monroe will not unreasonably withhold its consent to a substitute jail, prison, or other facility.

<b>OUACHITA</b>	<b>PARISH</b>	SHERIFF'	'S
OFFICE			

Ву	/	
	Name: Marc Mashaw	
	Title: Sheriff	

#### STATE OF LOUISIANA

#### PARISH OF OUACHITA

PERSONALLY APPEARED BEFORE ME, the undersigned a jurisdiction aforesaid, the within names	authority in and for the _who did execute the
above and foregoing Contract for Services.	
SWORN TO AND SUBSCRIBED BEFORE ME, this day of	, 2025.
Notary Public	

# CITY OF WEST MONROE

	By:
	Name: Staci Albritton Mitchell
	Title: Mayor, City of West Monroe, LA
STAT	E OF LOUISIANA
PARI	SH OF OUACHITA
	<b>PERSONALLY APPEARED BEFORE ME</b> , the undersigned authority in and for the iction aforesaid, the within name STACI ALBRITTON MITCHELL who did execute the and foregoing Contract for Services.
2025.	SWORN TO AND SUBSCRIBED BEFORE ME this day of,
	Notary Public

#### STATE OF LOUISIANA

#### CITY OF WEST MONROE

ORDINANCE NO	MOTION BY:
	SECONDED BY:
AN ORDINANCE TO ACCEPT A FY 25-26 IN THE AMOUNT OF \$65,000 FOR TH STREETS CAPE IMPROVEMENT VI LOUISIANA MAIN STREET, PART OF DEVELOPMENT IN THE LOUISIANA RECREATION, AND TOURISM; TO A FORMAL GRANT AGREEMENT; AND RESPECT THERETO	E WEST MONROE MAIN STREET ISUALIZATION PROJECT FROM OF THE OFFICE OF CULTURAL A DEPARTMENT OF CULTURE, OUTHORIZE EXECUTION OF THE

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, is hereby authorized to accept a FY 25-26 Technical Assistance grant in the amount of \$65,000 for the West Monroe Main Street Streetscape Improvement Visualization project (a copy of the scope and requirements of which are attached as Exhibit "A") from Louisiana Main Street, part of the Office of Cultural Development in the Louisiana Department of Culture, Recreation, and Tourism.

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 the required grant agreement from Louisiana Main Street, part of the Office of Cultural Development in the Louisiana Department of Culture, Recreation, and Tourism, which reflects the scope and requirements referred to above, and to execute any and all other ancillary documents and to take any and all actions she deems either necessary or proper to comply with the requirements of the grant agreement.

The above Ordinance was read and considered by sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, this 7th day of October, 2025, the final vote being as follows:

YEA:			
NAY:			
NOT VOTING:			
ABSENT:			

ATTEST:

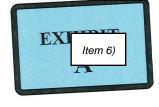
APPROVED THIS 7TH DAY OF OCTOBER, 2025

ANDREA PATE, CITY CLERK

CITY OF WEST MONROE
STATE OF LOUISIANA

STACI ALBRITTON MITCHELL, MAYOR CITY OF WEST MONROE

STATE OF LOUISIANA



# WEST MONROE MAIN STREET STREETSCAPE IMPROVEMENT VISUALIZATION

#### PROJECT UNDERSTANDING

The West Monroe Main Street is interested in visualizing potential improvements of their downtown area by enhancing the public realm with pedestrian-first infrastructure. They would like to use a temporary demonstration project to get real-time community input that can inform the final design of upcoming road work in the downtown area. Quantitative and qualitative data gathered from the demonstration will help develop a shared vision for the streetscape, define the spatial considerations for future roadway projects, and recommend a palette for street furnishings and landscape materials.

#### **PROJECT SUMMARY**

Working with community partners, West Monroe Main Street, mayor and staff, local businesses, and local engineers, CPEX will develop a placemaking demonstration project. This demonstration project will reflect community desires for what components should be considered as part of streetscape improvement projects to improve the pedestrian experience in the downtown. In conjunction with the demonstration project, community feedback will be collected to understand barriers to visiting downtown and what desires/needs should be considered in an improvement project. Following the demonstration project, CPEX will create a report synthesizing public input about the ideal pedestrian experience and providing recommendations for interventions to be considered as part of roadway design. CPEX will cultivate community partnerships and champions to ensure these components are included in the final roadway designs. Working collaboratively with city leadership and engineers, we will create tailored recommendations for implementable pedestrian enhancements.

Work under this proposal will include:

#### Phase 1: Groundwork + initial engagement

#### Key tasks:

- Gather and review planning documents, funding documents, and other relevant materials involving planned improvements.
- Establish and meet with a stakeholder committee group to set priorities.
- Set metrics for success through goals, priorities, and performance indicators.
- Evaluate existing site conditions and synthesize needs

Deliverables: Synthesis of findings, stakeholder group make up, draft metrics, goals, and priorities

#### **Phase 2: Demonstration Project**

Key tasks:

- Conduct virtual meeting with city representatives and stakeholder committee to review proposed designs
- Demonstration design documents with instructions
- Training locals on demonstration project implementation and data collection
- Data collection during demonstration project
- Material list for purchase
- **Demonstration Project implementation**
- **Design Evaluation** 
  - Survey deployed during demonstration
  - Community open house to discuss
  - Performance indicators

Deliverables: Demonstration drawings, data and survey results, demonstration activities, list of needed materials

#### **Phase 3: Implementation Report**

#### Key tasks:

- · Document the process followed
- Develop a report on how to permanently install the demonstration project
- Spatial considerations for each design element
- Funding and partner matrix
- Meeting to review implementation report

Deliverables: Report, prioritization criteria, and draft matrix

ESTIMATED SERVICE COST: \$50,000 ANTICIPATED MATERIAL COST: \$15,000

**TOTAL ESTIMATED COST: \$65,000** 

**TOTAL ESTIMATED TIME: 9 MONTHS** 

#### STATE OF LOUISIANA

#### CITY OF WEST MONROE

ORDINANCE NO	MOTION BY:	
	SECONDED BY:	

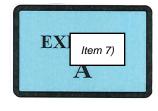
AN ORDINANCE TO ACCEPT FUNDING ASSISTANCE FROM THE WASTE TIRE PILOT PROGRAM OF THE LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY; TO AUTHORIZE SUBMISSION OF THE INFORMATION REQUIRED IN ORDER TO GENERATE A COOPERATIVE ENDEAVOR AGREEMENT WHICH REFLECTS THE GRANT OF SOME OR ALL OF THE REQUESTED FUNDING BY THE CITY; TO THEREAFTER EXECUTE THE COOPERATIVE ENDEAVOR AGREEMENT AND ANY OTHER DOCUMENTS WHICH ARE REQUIRED IN ORDER TO OBTAIN THE REQUESTED FINANCIAL ASSISTANCE; 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, is hereby authorized to accept all available funding assistance from the Waste Tire Pilot Program of the Louisiana Department of Environmental Quality, as is acknowledged in that news release attached as Exhibit "A" and, in order to do so, is authorized to submit all of the information required, including that requested in the attached Exhibit "B" in order to generate the necessary cooperative endeavor agreement which reflects the grant of some or all of the requested funding by the City, as is more fully set out in that proposal attached as Exhibit "C".

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that once the above described Cooperative Endeavor Agreement is received, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to execute the required grant agreement from the Louisiana Department of Environmental Quality, which reflects the scope and requirements referred to above, and to execute any and all other ancillary documents and to take any and all actions she deems either necessary or proper to comply with the requirements of the grant agreement.

The above Ordinance was read and considered by sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, this 7th day of October, 2025, the final vote being as follows:

YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	
	APPROVED THIS 7TH DAY OF OCTOBER, 2025
ANDREA PATE, CITY CLERK	STACI ALBRITTON MITCHELL, MAYOR
CITY OF WEST MONROE	CITY OF WEST MONROE
STATE OF LOUISIANA	STATE OF LOUISIANA



Contact: Meagan Molter

Phone: 225-219-3964

#### FOR IMMEDIATE RELEASE:

September 26, 2025

# LDEQ announces Waste Tire Pilot Program recipients

**BATON ROUGE, LA** — The Louisiana Department of Environmental Quality (LDEQ) has selected the first six recipients of the agency's Waste Tire Pilot Program, an initiative designed to empower municipalities and parishes with resources to address unauthorized waste tire disposal.

The following municipalities and parishes have been awarded funding under the program:

- City of Gretna
- City of West Monroe
- Iberville Parish
- Lafourche Parish
- Ouachita Parish
- Terrebonne Parish

Launched earlier this year, the Waste Tire Pilot Program provides reimbursement-based funding of up to \$20,000 per recipient to support local governments in combating unauthorized waste tire disposal. Eligible uses of funding include equipment purchases related to cleanup or prevention, costs for municipal or parish workers handling enforcement or collection, installation of barriers or fencing and cleanup of newly discovered unauthorized dump sites.

"This program is a win for Louisiana's environment and for the communities we serve," **LDEQ Secretary Courtney J. Burdette said.** "For too long, unauthorized tire dumping has created health, safety and environmental concerns across our state. By partnering directly with local

governments, we're putting resources where they are most needed and working together toward cleaner, safer communities."

The pilot program grew out of a series of town hall meetings hosted by LDEQ in 2024, followed by the release of a comprehensive report in March 2025. The pilot program is funded through fees collected under WTMP, consistent with statutory requirements to further the program's environmental goals.



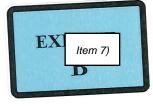
Since its establishment in 1989, WTMP has played a critical role in ensuring the effective management and beneficial reuse of recycled waste tires across Louisiana. The new pilot program reflects LDEQ's ongoing commitment to supporting municipalities and parishes with the tools they need to tackle longstanding environmental challenges at the local level.

For more information about LDEQ's Waste Tire Pilot Program and other environmental initiatives, visit www.deq.louisiana.gov.

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#### About the Louisiana Department of Environmental Quality

LDEQ is dedicated to serving the people of Louisiana by providing comprehensive environmental protection to promote and protect health, safety and welfare.

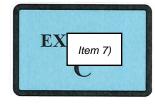


# Vendor Information for Cooperative Endeavor Agreements or Intergovernmental Contracts

The following information is needed to start a draft Cooperative Endeavor Agreement or Intergovernmental Contract. Please note that the Vendor name and address should be the same across all entity profiles.

Vendor Name (as it should be listed in the agreement/contract):
Vendor Address (as it should be listed in the agreement/contract):
<ul> <li>LaGov Vendor Number: Please provide your LaGov Vendor Number (starts with 31*).</li> <li><a href="https://www.cfprd.doa.louisiana.gov/osp/lapac/vendor/VndPubMain.cfm">https://www.cfprd.doa.louisiana.gov/osp/lapac/vendor/VndPubMain.cfm</a></li> <li>If you have any questions about your profile or if you need to register, contact Office of State Procurement (OSP) directly at (225) 342-8010 or send an email to vendr_inq@la.gov.</li> </ul>
Federal Tax ID Number:
Contact person for draft agreement/contract: Please indicate the person to contact for this draft agreement/contract. It does not need to be the person with signature authority, but should be the person readily available for questions during this process.  Name:  Email:
Phone:
Agreement/Contract Draft Review: Please describe the process needed for your office to review the draft agreement/contract before it is signed. (e.g.: legal staff only, council meeting/vote, etc.)
Signature Person: Please provide the name and title of the person who has signature authority to sign the agreement/contract.  Name:  Title:
Signature Option: Please select the preferred signature option:
(a) Electronic Signature (DocuSign) or (b) PDF provided by email
(i) If <u>Electronic Signature (DocuSign)</u> – Please provide the email address of the person who has <u>signature authority</u> ; <b>Email:</b>

	(i.e. witness signature, legal review, etc.)?
	Yes  or No
	If yes, please list name, title, and email address of each person that needs to sign <b>Name:</b>
	Email:
	Phone:
8.(b)	(i) If <u>PDF provided by email</u> – Please indicate the person the agreement/contract should be send to for processing. Your office will print, sign, and witness two (2) copies of the agreement/contract, and then return the hard copies to DEQ.  Name:
	Email:
	Phone:
9.	Other Information: This space is provide to include any additional information, as needed.





#### Office of the Mayor Staci Albritton Mitchell

August 5, 2025

Louisiana Department of Environmental Quality Office of Environmental Services P.O. Box 4313 Baton Rouge, LA 70821-4313 Attn: Dutch Donlon

RE: LDEQ Waste Tire Pilot Program (City of West Monroe, LA Updated Submission)

Dear Mr. Donlon,

The City of West Monroe is respectfully submitting a proposal to the Louisiana Department of Environmental Quality Waste Tire Pilot Program for funding assistance in battling the issue of unauthorized waste tire disposals in the West Monroe area.

#### Need for Funding

The City of West Monroe Public Works is the municipal department responsible for the collection and management of all waste tires that are gathered by city Code Enforcement officers, West Monroe Police officers and at community cleanups led by volunteers with Keep West Monroe Beautiful. The recent Franklin Rubber fire in the region has caused significant congestion in tire disposal operations at the sole pickup location, Benson Environmental. This bottleneck is leading to a backlog of uncollected tires, resulting in an increased accumulation of waste tires at the Public Works facility. To handle the current and future waste tire volume at the collection center, the City of West Monroe requests \$17,312.00 to construct a covered open-air pavilion facility to house collected tires during the process of preparing them for appropriate disposal. This funding will help cover the costs of materials for this pavilion. This cost was generated from estimates received by Public Works as well as a quote from a vendors. \*

Materials Needed	Cost
Concrete- 17 cubic yards	\$2,125.00
Roof	\$13,386.50
Fence	\$1,800.00
Total Cost	\$17,312.00
*Quote attached to document including co assessed by Public Works Department.	ost of open-air structure for waste tire storage. Concrete and Fence cost

#### Operational Ability

On average, the West Monroe Public Works Department currently collects 800 waste tires a year through collection days, code enforcement activities, and responding to reports of illegal waste tire dumping. The Public Works Department is responsible for removing metal rims from all tires, cleaning them, and preparing them to be transported by a local license tire hauler. The proposed storage pavilion would increase efficiency and timeliness of waste tire collections since the allocated space for storage



#### Office of the Mayor Staci Albritton Mitchell

would allow for planning and processing of waste tires for disposal. Currently, West Monroe is dealing with an increase of waste tires due to the aforementioned Franklin Rubber fire; these additional tires are waiting for proper disposal and recycling. The proposed additional storage facility will decrease the community impact of the hazardous issues associated with waste tires.

#### Public Benefit

The construction of a covered open-air pavilion for waste tire storage will improve the ability of the City of West Monroe to respond to promiscuously disposed tires and improve service to the public during collection days. The intention of this proposal is to provide additional infrastructure to facilitate the proper storage and disposal of waste tires and provide additional opportunities for the community to appropriately dispose of unwanted tires to increase the sustainability of the practice.

As acknowledged in the Louisiana Department of Environmental Quality 2024 Waste Tire Town Hall Report, "municipalities bear the cost and burden of maintaining clean areas to prevent blight and other detrimental community impacts resulting from illegal tire dumping." The City of West Monroe requests funding to help supplement the ongoing efforts to battle the unauthorized disposal of waste tires and the impact to our community.

We greatly appreciate the opportunity to work with LDEQ to continue the fight against waste tires. We are an active partner with Keep Louisiana Beautiful, and the City of West Monroe leadership has a strong commitment to maintaining the beauty and health of our community.

If you need additional information about this proposal, please contact City of West Monroe Chief of Staff Courtney Hornsby at (318) 396-2600 or <a href="mailto:chornsby@westmonroe.la.gov">chornsby@westmonroe.la.gov</a>. Thank you for your consideration of this proposal.

Sincerely,

Staci Albritton Mitchell

Lace Sonth Metholl

Mayor, City of West Monroe, Louisiana

Attachment: Quote

Item 7)



Star Buildings & Carports 2803 NW Stallings Dr. Nacogdoches, TX 75964 (833) 319-0301 or (936) 715-0363 orders@starbuildingsandcarports.com

Customer Order - May 8, 2025

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*Lift rec	uired for install. Lift fee is \$3,000, unless the Lift is provided by the customer.	
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The contemplate of the contempla	Sales Tax (10.99%):	\$12,061 \$1,325.50
A (r.	Total Order Amount:	\$13,386.50
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management of the contract of	Final Balance Due at Installation:	\$11,215.52
	Card Balance Due:	\$11,551.99
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Date:		
Purchase Agreement & Terms:		
Star Building Carports reserves t NOT accepted as a form of paym being used for the final payment installation. If repossession is no before installation is scheduled. less than 15 feet above building will charge the customer a labor additions are made after the buil weather, lack of permits, accider commercial cargo trailer. They re	he right to correct any balance/pricing errors. Orders over \$20,000 require a 50% payment to be made when installation is scheduled. Per bent. Final payment must be made in the form of a cashier's check. The customer is required to show proof of final payment prior to installed the office must have the card number on file prior to install. Star Buildings & Carports holds the right to repossess any buildings not paid an option, a lean will be placed on the property. The customer is responsible for obtaining building permits, if required. Proof of permit in the customer is also responsible to verify there are no pipelines, gas lines, or water lines on installation site. In addition, there should be site. Star Buildings & Carports is NOT liable for any damages caused during installation if pipelines, gas lines or water lines are not mark fee for any additional labor such as cutting posts to level carports, building over objects (ex. RVs, mobile homes, etc.) or for leveling you tis or unexpected extended installation times from previous customers. Customers should note that the installers will arrive in a heavy during clear access to the location of installation. If the location can not be accessed directly and materials have to be carried in, there will have the carried in the properts.	all. If a card is in full upon must be submitted no electrical wires ed. The installers r land. If any ling due to uty truck with a
Warranted buildings must be ins warranty. Damages from strong buildings are rated for 25 PSF and	alled by a manufacturer approved installer using only approved anchors. Installation by anyone other than a factory approved installer winds, snow, or ice are not considered defects. Damage from storms, such as hurricanes and tornadoes, are not covered under warranty. d 140 MPH per 3 second gust of wind with certified anchors. If the High Wind Package is added the wind rating increases to 170 MPH pertified anchors MUST be used for the wind rating to be valid.	ill VOID your
By signing this form, the custom order of building. Should you nee will result in a 30% charge to the	er agrees with all of the above specifications, and understands that deposit on building is non-refundable in the event of cancellation afte d to cancel your order, you must contact Star Buildings & Carports. Orders that are canceled through the dealer and not through Star Bui customer.	er 72 hours upon dings & Carports
NOTE: 3% Fee for Debit card & Co	edit card processing of each credit card & debit cards transaction.	
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Dealer Signature:	Date:	
Approval Signature upon install of		
	Date:	

\_\_\_ Date: \_\_\_

\_\_\_\_\_ Date:

Installer Signature:\_

This estimate is provided by Star Buildings & Carports. Use of this estimate with any other company violates the terms and conditions of Star Buildings & Carports and will be subject to legal action.



Star Buildings & Carports 2803 NW Stallings Dr. Nacogdoches, TX, 75964 (833) 319-0301 or (936) 715-0363 orders@starbuildingsandcarports.com

#### Item 7)

### **FLOOR PLAN**



LEFT SIDE

50'

BACK

20'

RIGHT SIDE

SYMBOL LEGEND
---- Open Wall

#### CITY OF WEST MONROE

ORDINANCENO	MOTION BY:
	SECONDED BY:

AN ORDINANCE TO AUTHORIZE AND APPROVE THE CITY OF WEST MONROE, LOUISIANA, GRANTING A SPECIFIC RIGHT-OF-WAY TO ENTERGY LOUISIANA, LLC, FOR INSTALLATION AND MAINTENANCE OF CERTAIN OVERHEAD ELECTRICAL SERVICE ACROSS THAT PROPERTY LOCATED AT 121 ROYAL STREET, WEST MONROE, LOUISIANA, IN ORDER TO PROVIDE FOR ELECTRICAL SERVICE FOR THE NEW DRAGO STREET SANITARY SEWER LIFT STATION, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

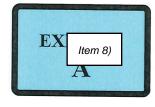
SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to enter into an Overhead Right-Of-Way agreement with Entergy Louisiana, LLC, in order that Entergy Louisiana, LLC is able to install and maintain certain overhead electrical service across that property located at 121 Royal Street, West Monroe, Louisiana, and provide for the electrical service for the New Drago Street Sanitary Sewer Lift Station according to the terms and provisions of that Overhead Right-Of-Way agreement as more fully set forth in that copy 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 hereb0y further authorized to negotiate those terms and provisions, and to determine and take any action and execute any further documents she deems either necessary or proper, in order to obtain the needed electrical service and to carry out the provisions of the foregoing.

The above ordinance was introduced on October 7, 2025, in regular and legal session convened; notice of this ordinance was published three times in fifteen (15) days, one week apart, as required by R.S. 33:4712; no opposition being filed, it is considered by sections, voted on by yea and nay vote, passed and adopted in legal session convened this 4<sup>th</sup> day of November, 2025, with the final vote being as follows: YEA: NAY:

NOT VOTING:

ATTEST:	
	APPROVED THIS 4TH DAY OF
	NOVEMBER, 2025
ANDREA PATE, CITY CLERK	STACI ALBRITTON MITCHELL, MAYOR
ANDREA PATE, CITY CLERK CITY OF WEST MONROE	STACI ALBRITTON MITCHELL, MAYOR CITY OF WEST MONROE



Line/Project Identification: Revenue, 2025, N1805 WM, Install 3PH for Lift Station

PARISH OF OUACHITA

CEA# C6PP24020

WR# 52571834

#### Overhead RIGHT-OF-WAY INSTRUMENT ENTERGY LOUISIANA, LLC

#### KNOW ALL MEN BY THESE PRESENTS THAT:

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

A certain tract of land in Section 46, Township 18N, Range 3E, Ouachita Parish, Louisiana

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

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

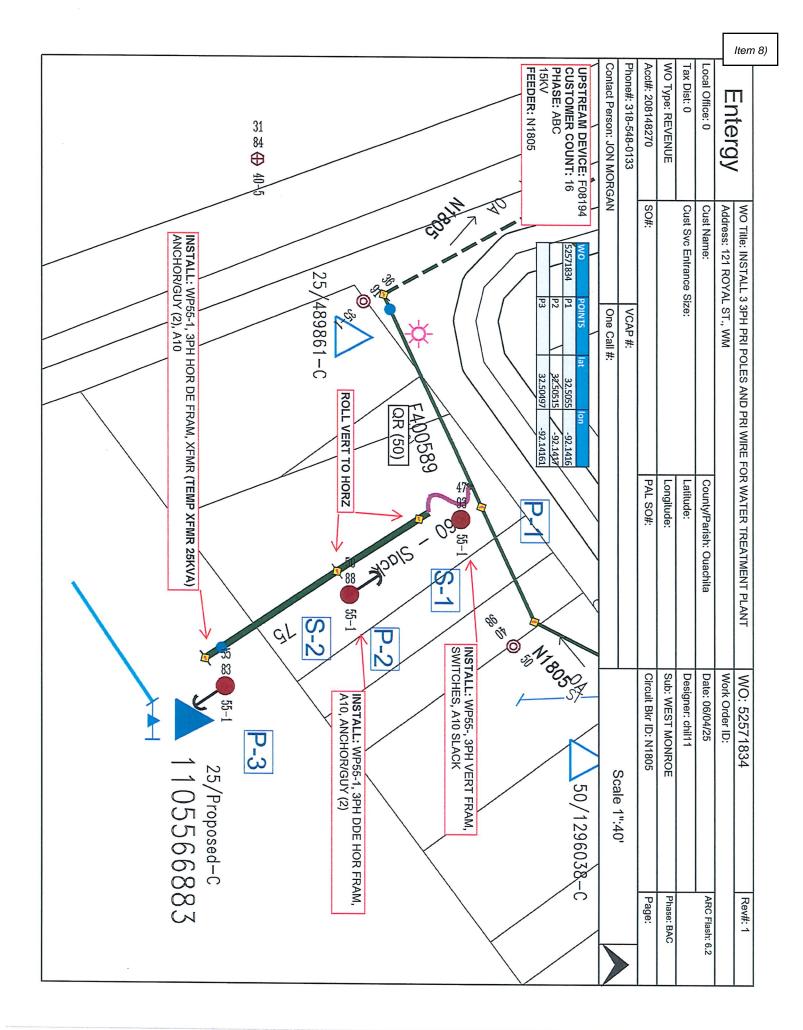
together with the right of ingress and egress to and from the said right-of-way across the adjoining land of the Grantor and the right to attach wires and cables of any other party to Grantee's facilities.

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

Grantor shall not construct or permit the construction of any structure, obstruction or other hazard within the said right-of-way, including but not limited to any house, barn, garage, shed, pond, pool or well, excepting only Grantor's fence(s) and Grantee's facilities. Grantor shall not construct or permit the construction of any buildings or other structures on land adjoining said right-of-way in violation of the minimum clearances from the lines and facilities of Grantee, as provided in the National Electrical Safety Code.

IN WITNESS WHEREOF, Grantor has exe	cuted this Right-of-Way Instrume	nt on this	lay of October, 2025.
WITNESSES:	GRANTOR:		
(Sign)	Business: CITY OF WEST MON	NROE, LOUISIANA	A
Print Name) ANDREA PATE	(Sign)_		_
(Sign)	(Print Name) STACI ALBRITT	ON MITCHELL	
Print Name) JONATHAN KAUFMAN	(Title) Mayor		
STATE OF LOUISIANA PARISH OF OUACHITA	ACKNOWLEDGMENT		
On this day of October, 2025, before sworn, did say that she/he is the duly authorized City C of the City by authority of its Mayor, and the said Andronoe, Louisiana and of its Mayor.	lerk of the City of West Monroe.	Louisiana, and that	said instrument was signed on behalf
		Andrea Pate, Appe	arer
Grantee's Permanent Mailing Address: 2901 Cypress Street, West Monroe, LA 71291		Notary Public Print Name: Bar Roll # or Nota My Commission E	ry ID: xpires: at death

(Rev. 01/06 (LLC)



	CITY OF WEST MONROE
ORDINANCE NO	MOTION BY:
	SECONDED BY:
ORDINANCE \$100.00 IN PRESERVATI (BUTEXCLUI	E TO AMEND SECTION 12-7038 OF THE OF THE CODE OF ES, CITY OF WEST MONROE, LOUISIANA, TO IMPOSE A FEE OF ORDER TO APPLY TO THE WEST MONROE HISTORIC ON COMMISSION FOR A CERTIFICATE OF APPROPRIATENESS DING PRE-APPROVED ACTIONS UNDER SEC. 12-7039); TO SET VE DATE; AND TO OTHERWISE PROVIDE WITH RESPECT
SECTION 1.	BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West
Monroe, Louisiana, in 1	regular and legal session convened, that 12-7038 of the Code of Ordinances, City
of West Monroe, Louis	siana, is hereby amended, to provide as follows:
"Sec. 12-7038	3. Procedure to obtain a certificate of appropriateness.
(a) The	e owner and/or contractor, prior to initiating any construction, reconstruction, alteration, removal, or demolition shall submit an application for a certificate of appropriateness in a form prescribed by the commission accompanied by reasonable plans and specifications and an application fee of \$100.00; however there shall be no application fee for applications which have been pre-approved pursuant to Sec 12-7039.
(b) The	e commission shall hold a public hearing upon each application for a certificate of appropriateness affecting property under its control unless, in preliminary review, the commission determines that the proposed work does not constitute a substantive change or that the work, as described in the submitted plans and specifications, complies with all standards adopted by the commission.
(c) The	commission shall post legal notice on or near the main entrance of the hall or room where the commission meets and in the official journal of the city at least seven (7) days prior to the meeting, giving the date, time, and place of the meeting and the application to be considered.
(d) The	e applicant shall be notified in writing of the commission's decision within forty-five (45) days of an application's submission, giving the reasons therefore."
SECTION 2.	BEITFURTHER ORDAINED by the Mayor and Board of Aldermen of the City
of West Monroe, Louis	siana, in regular and legal session convened, that for cause determined to be in the
best interests of the City	of West Monroe and its citizens, that this enactment shall be effective on October
13, 2025.	
The above Ord	linance 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 7 <sup>th</sup> day of	October, 2025, the final vote being as follows:
YEA:	
NAY:	

NOT VOTING:\_\_\_\_

ABSENT:

Item 9)

APPROVED THIS 7TH DAY OF OCTOBER, 2025
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 PUBLICATION OF A NOTICE OF INTENTION TO FURTHER EXPAND THE BOUNDARIES OF THE WEST MONROE ECONOMIC DEVELOPMENT DISTRICT, STATE OF LOUISIANA, AND TO LEVY THE SALES TAX AND HOTEL OCCUPANCY TAX CURRENTLY LEVIED WITHIN THE DISTRICT IN THE NEW AREAS OF THE DISTRICT; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, in order to accomplish the funding of economic development projects, including various public infrastructure improvements, in accordance with Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31 through 33:9038.42, inclusive) (the "Act"), the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana (the "Governing Authority"), acting as the governing authority of the City of West Monroe, State of Louisiana (the "City"), created the West Monroe Economic Development District, State of Louisiana (the "District") pursuant to an ordinance adopted by the Governing Authority on September 11, 2007, as amended by ordinances adopted on December 11, 2018, May 10, 2022, and September 5, 2023 (collectively, the "Prior Ordinance"); and

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

WHEREAS, pursuant to the Act and the Prior Ordinance, the District is now levying and collecting a one percent (1%) sales tax and a one percent (1%) hotel occupancy tax (collectively, the "Taxes"), which provide funds for economic development projects within the District; and

WHEREAS, this Governing Authority now desires to give notice of its intention to hold a public hearing relative to (i) the proposed further expansion of the boundaries of the District (the "Expanded Area") and (ii) the proposed levy of the Taxes in the Expanded Area, and therefore the Act requires the publication of a notice two (2) times expressing the intent to further expand the boundaries of the District and levy taxes within the Expanded Area, the first publication to appear at least fourteen (14) days before the date of the public hearing; and

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

NOW, THEREFORE,

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, acting as the governing authority of the City of West Monroe, State of Louisiana, and of the West Monroe Economic Development District, State of Louisiana, that in accordance with the Act, the Governing Authority does hereby give notice of its intention to further expand the boundaries of the District and levy the Taxes within the Expanded Area.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, acting as the governing authority of the City of West Monroe, State of Louisiana, and of the West Monroe Economic Development District, State of Louisiana, that publication of the notice described in the recitals of this ordinance for the purposes set forth therein is hereby approved, and said notice is authorized and directed to be published two (2) times in the official journal of the City and the District.

SECTION 3. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, acting as the governing authority of the City of West Monroe, State of Louisiana, and of the West Monroe Economic Development District, State of Louisiana, that at the date, time and place set forth in said notice, as published, the Governing Authority will meet in open and public session to hear any objections to the proposed expansion of the boundaries of the District and the levy of the Taxes within the Expanded Area, and may consider the adoption of ordinance(s) expanding the boundaries of the District and levying the Taxes within the Expanded Area.

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

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

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, this 7th day of

October, 2025, the final vote being as follows:

YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	
	APPROVED THIS 7TH DAY OF OCTOBER, 2025
ANDREA PATE, CITY CLERK	STACI ALBRITTON MITCHELL, MAYOR
CITY OF WEST MONROE STATE OF LOUISIANA	CITY OF WEST MONROE STATE OF LOUISIANA

#### **EXHIBIT A**

#### CITY OF WEST MONROE, STATE OF LOUISIANA

#### **NOTICE OF INTENTION**

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

#### SEE ATTACHED EXHIBIT

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

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

	2025 expansion of W	est Monroe Economic Dev	elopment	2025 expansion of West Monroe Economic Development District, State of Louisiana
			Assessor	
	PROPERTY OWNER NAME	ADDRESS / LOCATION	Number	Business (for ease of identification only)
	Warhawk Enterprises, LLC	301 Pavilion Rd 71292	23342	undeveloped
2	Warhawk Enterprises, LLC	- none -	107580	undeveloped
$\omega$	Warhawk Enterprises, LLC	401 Pavilion Rd 71292	107581	under current development
4	City of West Monroe	- none -	19316	undeveloped
S	City of West Monroe	- none -	120447	undeveloped
6	6 City of West Monroe	- none -	120448	undeveloped

#### PARISH OF OUACHITA

#### **CERTIFICATE**

I, the undersigned City Clerk of the City of West Monroe, State of Louisiana (the "City"), do hereby certify that the foregoing pages constitute a true and correct copy of an ordinance adopted by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, acting as governing authority of the City and the West Monroe Economic Development District, State of Louisiana (the "District"), on October 7, 2025, to authorize the publication of a Notice of Intention to further expand the boundaries of the District and to levy the sales tax and hotel occupancy tax currently levied within the District in the new areas of the District; and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature on this, the 7<sup>th</sup> day of October, 2025.

City Clerk	

#### CITY OF WEST MONROE

ORDINANCE NO	MOTION BY:
	SECONDED BY:

AN ORDINANCE TO AMEND SEC. 2-6016 OF THE CODE OF ORDINANCES, CITY OF WEST MONROE, LOUISIANA, TO UPDATE THE DESCRIPTION OF THE WEST MONROE ECONOMIC DEVELOPMENT DISTRICT, STATE OF LOUISIANA; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Sec. 2-6016 of the Code of Ordinances, City of West Monroe, Louisiana, is hereby amended, to now read as follows, to-wit:

"Sec. 2-6016. West Monroe Economic Development District, State of Louisiana.

- (a) Ordinance No. 3686 of the City of West Monroe, Louisiana, adopted on September 11, 2007, established an economic development district for the City of West Monroe, Louisiana, known as the "West Monroe Economic Development District, State of Louisiana" (hereinafter within this section sometimes simply referred to as the "district").
- (b) Ordinance No. 4606 of the City of West Monroe, Louisiana, adopted on November 13, 2018, authorized the publication of notice to amend the boundaries of the district, and to levy a sales tax and a hotel occupancy tax within the district.
- (c) Ordinance No. 4615 of the City of West Monroe, Louisiana, adopted on December 11, 2018, amended the boundaries of the district.
- (d) Ordinance No. 4616 of the City of West Monroe, Louisiana, adopted on December 11, 2018, levied one percent (1%) a one percent (1%) sales tax and a hotel occupancy tax within the expanded district.
- (e) Ordinance No. 5036 of the City of West Monroe, Louisiana, adopted on April 12, 2022, authorized the publication of notice to further expand the boundaries of the district, and to levy a sales tax and a hotel occupancy tax within the further expanded district; and Ordinance No. 5054 of the City of West Monroe, Louisiana, adopted on May 10, 2022, authorized the re-publication of the notice to further expand the boundaries of the district, and to levy a sales tax and a hotel occupancy tax within the further expanded district.
- (f) Ordinance No. 5073 of the City of West Monroe, Louisiana, adopted on June 14, 2022, further expanded the boundaries of the district and levied the one percent (1%) sales tax and the one percent (1%) hotel occupancy tax within the further expanded district.
- (g) Ordinance No. 5224 of the City of West Monroe, Louisiana, adopted on August 1, 2023, authorized the publication of notice to further expand the boundaries of the district, and to levy a sales tax and a hotel occupancy tax within the further expanded district.
- (h) Ordinance No. 5234 of the City of West Monroe, Louisiana, adopted on September 5, 2023, further expanded the boundaries of the district and levied

the one percent (1%) sales tax and the one percent (1%) hotel occupancy tax within the further expanded district.

SECTION 2. BE IT FURTHER ORDAINED, by the Mayor and the Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that if any provisions or sections of this ordinance are held invalid, such invalidity should not affect the other provisions or sections of this ordinance which can be given in effect without the invalid provisions or sections, and to this end the provisions and sections of this ordinance are hereby declared severable.

The above ordinance was read and considered by sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, passed and adopted this 7th day of October, 2025, the final vote being as follows:

YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	
	APPROVED THIS 7TH DAY OF
	OCTOBER, 2025
ANDREA PATE, CITY CLERK	STACI ALBRITTON MITCHELL, MAYOR
CITY OF WEST MONROE	CITY OF WEST MONROE
STATE OF LOUISIANA	STATE OF LOUISIANA

#### CITY OF WEST MONROE

ORDINANCE NO	MOTION BY:
	SECONDED BY:

ORDINANCE TO AMEND SECTION 9-3006 OF THE CODE OF ORDINANCES, CITY OF WEST MONROE, LOUISIANA, TO NOW INCLUDE A PROHIBITION WITHIN THE BOUNDARIES OF ANY R-1, R-2, OR R-1H DISTRICT AGAINST OWNERS AND OPERATORS OF CERTAIN DESIGNATED TRUCKS FROM ALLOWING SUCH VEHICLES TO STAND, STOP OR PARK ON PUBLIC STREETS, RIGHTS OF WAY OR OTHER PUBLIC PROPERTIES OR ON PRIVATE DRIVEWAYS, RIGHTS OF WAY OR OTHER PRIVATE PROPERTIES, EXCEPT THIS PROHIBITION SHALL BE INAPPLICABLE TO ANY TRUCK BEING ACTIVELY UTILIZED FOR TREE OR OTHER DEBRIS REMOVAL, OR SIMILAR ACTIVITY, AT THE SITE WHERE LOCATED; TO MODIFY THE PENALTIES FOR VIOLATION OF THIS SECTION; TO PROVIDE FOR SEVERABILITY IF ANY PORTION IS HELD INVALID; TO SET AN EFFECTIVE DATE; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that 9-3006 of the Code of Ordinances, City of West Monroe, Louisiana, is hereby amended, to provide as follows:

#### "Sec. 9-3006. Additional provisions regarding standing, stopped or parked vehicles.

- (a) (1) Within the boundaries of any R-1 district, any R-2 district, or any R-1H district (each as defined in section 12-5001, et seq), it shall be unlawful for the registered owner or for the operator of any vehicle to allow the vehicle to remain standing, stopped or parked in excess of a period of four (4) hours when such vehicle is located within seven (7) feet of the marked or unmarked centerline of any street or road. Both the registered owner and the operator of the vehicle shall be jointly and equally responsible for any violation, and either or both may be issued either a citation or a summons for the violation. For purposes of this section, the term "vehicle" shall include any motor vehicle, as defined in R.S. 32:1(40) and any trailer, as defined in R.S. 32:1(84), whether attached to or detached from a motor vehicle.
- (2) Within the boundaries of any R-1 district, any R-2 district, or any R-1H district (each as defined in section 12-5001, et seq), it shall be unlawful for the registered owner or for the operator of any Class 5, Class 6, Class 7, or Class 8 truck (as defined by the Federal Highway Administration vehicle classification system) to allow such vehicle to stand, stop, or park on any public street, right-of-way, or other public properties or on any private driveway, right-of-way, or other private properties; however, this prohibition shall be inapplicable to any truck being actively utilized for tree or other debris removal, or similar activity, at the site where located. Both the registered owner and the operator of the vehicle shall be jointly and equally responsible for any violation of this subsection, and either or both may be issued a citation or summons for the violation.
- (3) If neither the registered owner nor the operator are able to be promptly located, the citation may be secured to the vehicle, and/or may be mailed to the registered owner of the vehicle. In either situation, such attachment and/or mailing to the registered owner at the address reflected on the records of the vehicle registration shall itself be deemed as

sufficient notice, and proper service of the citation or summons on the registered owner.

- (b) Within the boundaries of any R-1 district, any R-2 district, or any R-IH district (each as defined in section 12-5001, et seq), it shall be unlawful for the registered owner and for the operator of any vehicle to allow the vehicle to remain standing, stopped or parked:
- (1) Within the publicly owned right-of-way (whether paved or unpaved) of any street or road within twenty (20) feet of the closest portion of any intersection; or
- (2) On the paved portion of any street or road, beyond twenty (20) feet but within fifty (50) feet of the closest portion of any intersection.
- (c) If any vehicle has not been relocated such that no continuing violation of this section or other applicable law continues to exist within twenty-four (24) hours of the issuance of any citation or summons, the vehicle may towed at the sole cost of the owner pursuant to R.S. 32:472, R.S. 32:473, or other applicable law. Any vehicle which has been previously cited for a similar violation at a location within one hundred (100) yards of the current location of the vehicle (measured along the outer edge of the road surface) during the previous ninety (90) days may be immediately towed.
- (d) A violation of any provision of this section shall be punished by a fine which shall not exceed two hundred dollars (\$200.00) for a first offense, which shall not exceed three hundred dollars (\$300.00) for a second offense, and which shall not exceed five hundred dollars (\$500.00) for a third or subsequent offense.
- (e) (1) Notwithstanding the restrictions above in (a), (b), and (c), the Chief of Police of the West Monroe Police Department, or his designated subordinate, shall have the right to grant exceptions to those restrictions (including the right to establish terms and conditions in order to obtain for eligibility for an exception), not to exceed three (3) days in length without the concurrence of the mayor, for special events and parades (whether or not a permit is required or has been issued), for emergencies, and for other special situations determined by the chief of police as being occasions or situations where an exception is appropriate.
- (2) This section shall not be applicable to the various departments of the City of West Monroe, nor to its employees as relates to any vehicle owned by the city."

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 if any provisions or sections of this ordinance are held invalid, such invalidity should not affect the other provisions or sections of this ordinance which can be given in effect without the invalid provisions or sections, and to this end the provisions and sections of this ordinance are hereby declared severable.

SECTION 3. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that for cause determined to be in the

best interests of the City of West Monroe and its citizens, this enactment shall be effective on October 13, 2025.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and

STATE OF LOUISIANA

STATE OF LOUISIANA

#### CITY OF WEST MONROE

ORDINANCE NO	MOTION BY:	
	SECONDED BY:	

AN ORDINANCE TO AUTHORIZE THE CITY TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT (LINE ITEM APPROPRIATION) WITH THE LOUISIANA DEPARTMENT OF THE TREASURY AND THE STATE OF LOUISIANA WITH RESPECT TO THE RECEIPT OF A LINE ITEM APPROPRIATION IN THE AMOUNT OF \$390,000.00 FOR THE PURCHASE OF A STREET SWEEPER; TO AUTHORIZE EXECUTION OF THAT COOPERATIVE ENDEAVOR AGREEMENT (LINE ITEM APPROPRIATION) IN COMPLIANCE WITH ITS TERMS AND PROVISIONS; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the City of West Monroe is the recipient of a line item appropriation contained in Act 461 of the 2025 Regular Session, the supplemental appropriations act of the State of Louisiana, in the amount of \$390,000.00; and

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

WHEREAS, the monies must be expended for the purpose of "the acquisition of a street sweeper for the Public Works Department", and the receipt and expenditure of these funds will be beneficial to the City of West Monroe, Louisiana, and its residents.

NOW, THEREFORE:

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe is hereby authorized to enter into a Cooperative Endeavor Agreement (Line Item Appropriation) by and between the Louisiana Department of the Treasury and the State of Louisiana, and the City of West Monroe in order to obtain appropriated funds in the amount of \$390,000.00 for the purpose of "the acquisition of a street sweeper for the Public Works Department", with the terms, conditions and provisions of that Cooperative Endeavor Agreement (Line Item Appropriation) to be substantially as set forth on the attached Exhibit "A", with any omissions in the information to be completed by the City prior to submission.

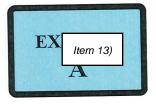
SECTION 2. BEITFURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to execute that Cooperative

Item 13)

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

The above Ordinance was read and considered by sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, this 7<sup>th</sup> day of October, 2025, the final vote being as follows:

october, 2023, the man vote being as follows	
YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	
	APPROVED THIS 7TH DAY OF OCTOBER, 2025
ANDREA DATE CITY OF EDIV	CTA CLAL DRITTON MITCHELL MANOR
ANDREA PATE, CITY CLERK	STACI ALBRITTON MITCHELL, MAYOR
CITY OF WEST MONROE	CITY OF WEST MONROE
STATE OF LOUISIANA	STATE OF LOUISIANA



## COOPERATIVE ENDEAVOR AGREEMENT (Line Item Appropriation)

THIS COOPERATIVE ENDEAVOR, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as "State" and/or "Agency" and **City of West Monroe** officially domiciled at 2305 N 7th Street, West Monroe, La 71291, hereinafter referred to as "Contracting Party".

#### **ARTICLE I - WITNESSETH**

- **1.1** WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;" and
- **1.2** WHEREAS, Acts of the 2025 Regular Legislative Session of the Louisiana Legislature, which were adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 461 of 2025 RLS contains a line item appropriation within the Agency's budget for the benefit of **City of West Monroe** of which the sum of \$ **390,000** has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;
- **1.3** WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation of the project as hereinafter provided;
- **1.4** WHEREAS, the public purpose is described as: the acquisition of a street sweeper for the Public Works Department;
- **1.5** WHEREAS, the Contracting Party has provided all required information in accordance with said Act of the 2025 Regular Legislative Session, if applicable and the Governor's Executive Order JML 2024-113 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as "Attachment E".

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

#### **ARTICLE II – SCOPE OF SERVICES**

**2.1** The Contracting Party shall: These funds will be used to purchase a new street sweeper for the public works department for the City of West Monroe.

**2.2** Deliverables: Funds will be used to purchase a new street sweeper for the public works department tor the city of west monroe.

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

- 2.3 Budget: The Budget for this project is incorporated herein as Attachment B which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The Budget for this project shall not exceed the total sum of \$390,000 which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the Budget attached as "Attachment B", without the prior approval of the State. Attachment B Page 2 Staffing Chart and Attachment B Page 3 Schedule of Professional and Other Contracting Services are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.
- 2.4 Disclosure and Certification Statement(s): Attachment E Disclosure and Certification Statement to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this Attachment E, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in Attachment B Page 3 and any attachments thereto, Attachment E-1 - Disclosure and Certification Statement to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph. For public or quasi-public entities which are recipients under Acts of the 2025 Regular Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific goal and objectives for the use of such funds. including measures of performance. This requirement will be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.
- 2.5 The recipient assures that elected/appointed officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines "immediate family" as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1101 et seq.

#### **ARTICLE III – CONTRACT MONITOR**

- **3.1** The Contract Monitor for this Agreement is the Local Government Fund Management Division of the Department of the Treasury.
- **3.2** Monitoring Plan: During the term of this Agreement, the Contracting Party shall discuss with the State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. The Contract Monitor shall review and analyze the Contracting Party's Plan to ensure the Contracting Party's compliance with the requirements of the Agreement.

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

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

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

#### **ARTICLE IV – PAYMENT TERMS**

**4.1** Payment shall be made to the Contracting Party under the terms and conditions of **Plan A** as detailed below:

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

- **4.2** Travel expenses, if any, shall be reimbursed only in the event that this Agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement. If reimbursement is sought for meals, which under Memorandum No. 49 are based upon departure and return times and dates that are properly set forth on the State Travel Expense Report, the Contracting Party shall fully complete and submit such Travel Expense Report, attached hereto as Attachment F, in addition to all other required submissions, for such reimbursement.
- **4.3** Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2025 and June 30, 2026, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval of this Agreement by the Office of State Procurement or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2026, MUST, under all circumstances, be received by the Agency no later than July 15, 2026, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

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

**4.4** The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget.

Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under said Act of the 2025 Regular Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2026.

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

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

#### **ARTICLE V – TERMINATION FOR CAUSE**

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

#### **ARTICLE VI – TERMINATION FOR CONVENIENCE**

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

#### **ARTICLE VII - OWNERSHIP**

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

#### **ARTICLE VIII – ASSIGNMENT**

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

#### **ARTICLE IX - FINANCIAL DISCLOSURE**

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

#### **ARTICLE X – AUDITOR'S CLAUSE**

- **10.1** It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.
- **10.2** The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of Treasury's acceptance of the final Cost and Progress Reports and documentation as required to be filed under Section 2.2 of the Agreement.

#### **ARTICLE XI - AMENDMENTS IN WRITING**

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

#### **ARTICLE XII - FISCAL FUNDING CLAUSE**

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

#### **ARTICLE XIII – TERM OF CONTRACT**

**13.1** This Agreement shall begin on July 1, 2025 and shall terminate on June 30, 2026. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2026. There is no extension of the June 30, 2026 deadline without legislative action and approval.

#### **ARTICLE XIV – DISCRIMINATION CLAUSE**

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

#### **CONTRACTING PARTY:**

THUS DONE AND SIGNED AT, Louisiana on

WITNESSES:

**Authorized Signer** 

Print Name and Title

#### **DEPARTMENT OF TREASURY - STATE OF LOUISIANA:**

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on

WITNESSES:

Agency Head or Designee

Print Name and Title

#### ATTACHMENT A - PLAN

#### Act 461 of 2025 RLS Schedule 20

#### NAME OF CONTRACTING PARTY:

City of West Monroe

#### NAME AND BRIEF NARRATIVE OF PROGRAM:

the acquisition of a street sweeper for the Public Works Department

1. PROGRAM GOAL (Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.)

These funds will be used to purchase a new street sweeper for the public works department for the City of West Monroe.

- 2. PROGRAM OBJECTIVE(S)(Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal, that identify the expected outcomes and results. The program objective must include a percentage, a specific dollar amount or a number.)
- 1. Spend \$390,000 on a new street sweeper
- 2.
- 3.
- **3. RELEVANT ACTIVITY (ACTIVITIES)** (An activity is a distinct subset of functions or services within a program to meet the Program Objective.)

Funds will be used to purchase a new street sweeper for the public works department for the city of west monroe.

- 4. PERFORMANCE MEASURES(S) (Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness. A Performance Measure must be designated as a percentage, a specific dollar amount, or a number.)
- 1. Amount spent on street sweeper
- b
- 3.

## ATTACHMENT B Page 1

#### Act 461 of 2025 RLS Schedule 20 City of West Monroe

#### Anticipated Income of Revenue

Sources:

(list all sources of revenue)	<u>Amounts</u>	
1. State Funding	\$ 390,000	
2. Other Sources	<b>\$</b> O	
Total Sources of Funding	\$ 390,000	-

Anticipated Expenditures	Total Amount	Line-Item Appropriation Amount (see Footnote 1
Cross Calarias (Cas Attackment B. Danie	(see Footnote 1 below)	below)
Gross Salaries (See Attachment B, Page 2)	<b>\$</b> 0	<b>\$</b> 0
Related Benefits (Employer share)	<b>\$</b> 0	<b>\$</b> 0
Travel	<b>\$</b> 0	<b>\$</b> 0
Operating Services	<b>\$</b> 0	<b>\$</b> 0
Professional Services & Contract Services (See Attachment B, Page 3)	<b>\$</b> 0	<b>\$</b> 0
Other Charges (See Attachment B, Page 4)	<b>\$</b> 0	<b>\$</b> 0
Acquisitions & Major Repairs	\$ 390,000	\$ 390,000
Totals	\$ 390,000	\$ 390.000

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

All numbers must be rounded to the nearest dollar.

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

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

## ATTACHMENT B Page 2 STAFFING CHART

#### Act 461 of 2025 RLS Schedule 20 City of West Monroe

			To be Pa	id with Appro	priation	
Name	Title	Total Annual Salary	Salary	Percentag e	Related Benefits	Full-time/Part- time (# of months worked)
N/A		\$	\$	%	\$	
Totals			\$ 0		\$ 0	

Item 13)

# ATTACHMENT B Page 3 SCHEDULE OF PROFESSIONAL AND OTHER CONTRACT SERVICES

#### Act 461 of 2025 RLS Schedule 20 City of West Monroe

Individual/Firm	Address	City	State	Zip	Nature of Work Performed and Justification for Services	Total Contract Amount	Total Paid by Appropriatio n
N/A						\$	\$
Total							\$ 0

## ATTACHMENT B Page 4 SCHEDULE OF OTHER CHARGES

#### Act 461 of 2025 RLS Schedule 20 City of West Monroe

Provide a description of the intended use of the funds listed in Other Charges and the dollar amount.

Each use should be listed separately.

Do NOT budget funds in Other Charges that can be placed in another expenditure category.

Description of Use of Funds	Total Contract Amount	Total Paid by Appropriation
N/A	\$	\$
Total		<b>\$</b> 0

#### **ATTACHMENT B - SUPPLEMENT**

#### **BUSINESS PLAN**

Narrative for Justification for Plan B or Plan C

Act 461 of 2025 RLS Schedule 20 City of West Monroe

N/A

## **ATTACHMENT C**

## Act 461 of 2025 RLS Schedule 20 City of West Monroe

## **Progress Report for the Period Ending:**

to

Goal: These funds will be used to purchase a new street sweeper for the public works department for the City of West Monroe.	
Objectives: 1. Spend \$390,000 on a new street sweeper 2. 3.	
Activity/Activities Performed: Funds will be used to purchase a new street sweeper for the public works department for the city of west monroe.	
Performance Measures: 1. Amount spent on street sweeper 2. 3.	%, \$ amt, or number complete: 1. 2. 3.

## **ATTACHMENT D**

## Act 461 of 2025 RLS Schedule 20 City of West Monroe

## **Progress Report for the Period Ending:**

to

EXPENSE CATEGORY	Amount of Line Item Appropriation from Attachment B, Page 1		Total Cumulative Year to Date Expenditures	Balance Remaining
Gross Salaries	<b>\$</b> 0	\$	\$	\$
Related Benefits	<b>\$</b> 0	\$	\$	\$
Travel	<b>\$</b> 0	\$	\$	\$
Operating Services	<b>\$</b> 0	\$	\$	\$
Professional Services	<b>\$</b> 0	\$	\$	\$
Other Charges	<b>\$</b> 0	\$	\$	\$
Acquisitions & Major Repairs	\$ 390,000	\$	\$	\$
Totals	\$ 390,000	<b>\$</b>	\$	\$

**NOTE:** Proof of payment (copy of check or statement) and invoice/receipt for each expenditure must be submitted with this report.

## **ATTACHMENT D-1**

## Act 461 of 2025 RLS Schedule 20 City of West Monroe

**Progress Report for the Period Ending:** 

to

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

## **Professional Services:**

Individual/ Firm	Address	City	State	Zip	Amount of Line-Item Appropriati on from Attachmen t B	Expenditure	Total Cumulative Year to Date Expenditur es	Remainin
N/A					\$	\$	\$	\$
Total					\$ 0			

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

## ATTACHMENT E <u>Disclosure and Certification</u>

## Act 461 of 2025 RLS Schedule 20 City of West Monroe

Entity Name: City of West Monroe

Entity Mailing Address: 2305 N 7th Street, West Monroe, La 71291

Name of Program: These funds will be used to purchase a new street sweeper for the public works department

for the City of West Monroe. **Organization Type:** Municipality

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

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

Name	Title	Street Address	City	State	Zip
Staci Mitchell	Mayor	2305 N 7th Street	West Monroe	La	71291

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

Name	Title	Street Address	City	State	Zip
Matthew Wilson	Finance Director	2305 N 7th Street	West Monroe	La	71291

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

Name	Title	Street Address	City	State	Zip

## **Entity's Statement Regarding Outstanding Audit Issues and Findings:**

This entity has no outstanding audit issues or findings.

ATTACHMENT F Travel Expense Reimbursement Name of Employee:

1	Nopole				Linpidy								
	TII	ME	AREA TRAVELL ED		MET R			MEAI	LS			OTHER E	XPENSES
DATE	DEP	ARR	list all separately	DEP	ARR	MILES	LODGING	NUMBER	соѕт	TOLLS/ PARKI NG	TIPS	DESCRIPTION	COST
TOTALS							\$		\$	\$	\$		\$

## STATE OF LOUISIANA

## CITY OF WEST MONROE

ORDINANCE NO	MOTION BY:				
	SECONDED BY:				
TO ENTER INTO A MUTUAL OFFICE OF THE STATE FIRE M PARISH AND CITY FIRE DEPAR	ETHECITY OF WESTMONROE, LOUISIANA AID AGREEMENT WITH THE LOUISIANA ARSHAL AND THE FIRE CHIEFS OF EACH RTMENT IN ORDER TO PROVIDE AND TO AND EMERGENCY SERVICES; AND TO ESPECT THERETO.				
<u>SECTION 1</u> . BE IT ORDAINED	by the Mayor and Board of Aldermen of the City of West				
Monroe, Louisiana, in regular and legal session	on convened, that Daniel Overturf, Fire Chief of the City of				
West Monroe, is hereby authorized to enter in	nto a Mutual Aid Agreement with the Louisiana Office of the				
State Fire Marshal and the Fire Chiefs of each	Parish and City Fire department in order to provide and to				
receive certain disaster and emergency service	es, all as more fully set forth in that Mutual Aid Agreement				
attached as Exhibit "A".					
SECTION 2. BE IT FURTHER OR	RDAINED by the Mayor and Board of Aldermen of the City				
of West Monroe, Louisiana, in regular and leg	ral session convened, that Daniel Overturf, Fire Chief of the				
City of West Monroe, be and he is hereby at	uthorized to execute that Mutual Aid Agreement, as well as				
any additional documentation necessary or ap	opropriate in order to administer its provisions.				
The above Ordinance was read and o	considered by sections at a public meeting of the Mayor and				
Board of Aldermen, in regular and legal sessi	on convened, voted on by yea and nay vote, this 7th day of				
October, 2025, the final vote being as follows	s:				
YEA:					
NAY:					
NOT VOTING:					
ABSENT:					
ATTEST:					
	APPROVED THIS 7TH DAY OF OCTOBER, 2025				
ANDREA PATE, CITY CLERK CITY OF WEST MONROE STATE OF LOUISIANA	STACI ALBRITTON MITCHELL, MAYOR CITY OF WEST MONROE STATE OF LOUISIANA				

# EXI Item 14)

## MUTUAL AID AGREEMENT

This MUTUAL AID AGREEMENT ("Agreement") is entered into by and between the following participating Parties, to wit:

- 1) The Louisiana Office of State Fire Marshal, represented herein by Chief Bryan Adams, Fire Marshal, duly authorized, and
- 2) The **Fire Chiefs** of each **Parish** and **City** fire departments entering into this agreement as a signatory thereto by execution of this agreement in counterpart copies, whose names and addresses are listed below separately, each of whom is hereinafter referred to collectively as "Chiefs", each duly authorized by their respective municipality or parish;

hereinafter, collectively, "the Parties", who agree to become Parties to this agreement and do hereby bind themselves and their successors to its terms and conditions until same is mutually terminated or any individual Party withdraws from same in writing, as provided by section 19 here in.

## RECITALS

The verbal agreement entered into between the Parties is hereby formalized by the Parties hereto by execution of this document, which agreement includes prior services rendered described herein.

The Parties recognize the vulnerability of the people and communities located within the state to damage, injury, and loss of life and property resulting from disasters and/or civil disturbances and emergencies and recognize that disasters and/or civil disturbances and emergencies may present requirements for equipment, services, supplies, manpower and other resources beyond the capacity of each individual Party; and

The Parties must confront the threats to public health and safety posed by possible terrorist actions and weapons of mass destruction and other incidents of man-made origin, and the threats to public health and safety from natural disasters or man-made events, all capable of causing severe damage to property and danger to life; and

The Parties to this Agreement recognize that Mutual Aid has been provided among them in the past and have determined that it is in the best interests of their local governmental subdivision, themselves and their citizens to create a plan to foster communications and the sharing of resources, personnel and equipment in the event of incidents, emergencies or disasters arising out of natural or man-made events; and

The Parties desire to secure for themselves and their citizenry the benefits of reciprocal Mutual Aid for the protection of life and property in the event of such incidents, emergencies or disasters; and

The Parties wish to make suitable arrangements for furnishing Mutual Aid in coping with such incidents, emergencies, disasters and/or civil disturbances and are so authorized and make this Agreement pursuant to La. R.S. 29:721 et seq., and other applicable provisions of law; and

The Parties recognize that a formal agreement for reciprocal Mutual Aid will allow for better coordination of effort, will provide that adequate equipment and manpower is available, and will help ensure that Mutual Aid is accomplished in the minimum time possible in the event of a disaster or civil disturbance or emergency, and thus desire to enter into an agreement to provide Mutual Aid.

It is expressly understood that any Mutual Aid extended under this Agreement and the operational plans adopted pursuant thereto, is furnished in accordance with the "Louisiana Homeland Security and Emergency Assistance and Disaster Act" and other applicable provisions of law.

## NOW, THEREFORE, the Parties agree as follows:

- 1. **RECITALS.** The recitals set forth above are true and correct.
- **2. <u>DEFINITIONS.</u>** For purposes of this Agreement, the terms listed below will have the following meanings:
  - A. <u>AGREEMENT</u> this Mutual Aid Agreement, duly executed, together with an online Electronic Mission Request made through the State of Louisiana emergency operations website, such as WebEOC, EMAC, or other established form of electronic communication.
  - B. <u>ASSISTING PARTY</u> the Party furnishing equipment, supplies, facilities, services, and/or manpower to the Requesting Party.
  - C. <u>CIVIL DISTURBANCE OR EMERGENCY</u> an unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of a given jurisdiction that calls for immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry.
  - D. <u>DISASTER</u> means the result of a natural or man-made event which causes loss of life, injury, and property damage, including but not limited to natural disasters such as hurricane, tornado, storm, flood, high winds, and other weather related events, forest and marsh fires, and man-made disasters, including but not limited to nuclear power plant incidents, hazardous materials incidents, oil spills, explosion, civil disturbances, public calamity, acts of terrorism, hostile military action, and other events related thereto, as defined by La. R.S. 29:723, requiring emergency action.
  - E. <u>EMERGENCY</u> means, as defined by La. R.S. 29:723:
    - (a) The actual or threatened condition which has been or may be created by a disaster; or
    - (b) (i) Any natural or man-made event which results in an interruption in the delivery of utility services to any consumer of such services and which affects the safety, health, or welfare of a Louisiana resident; or
      - (ii) Any instance in which a utility's property is damaged and such damage creates a dangerous condition to the public.

Any national or state emergency, including acts of terrorism or a congressional authorization or presidential declaration pursuant to the War Powers Resolution (50 U.S.C. 1541 et seq.).

- F. <u>MUTUAL AID</u> includes, but is not limited equipment, services, supplies, manpower, and other resources beyond the capacity of each individual Party;
- G. <u>PARISH PRESIDENT</u> means the president of any parish, mayor-president, mayor of New Orleans (Orleans Parish), or police jury president, as defined by La. R.S. 29:723.
- H. <u>REQUESTING PARTY</u> -the Party requesting aid in the event of a disaster or a civil disturbance or emergency.
- I. <u>TERRORISM OR ACTS OF TERRORISM</u> shall have the same meaning as provided in R.S.14:128.1.
- 3. PARTY'S EMERGENCY MANAGEMENT PLAN. Each Party shall prepare and keep current an emergency management plan for its jurisdiction to provide for emergency and/or disaster mitigation, preparedness, response and recovery, in accordance with La. R.S. 29:722. The emergency management plan shall incorporate the use of available resources, including personnel, equipment and supplies necessary to provide and/or receive Mutual Aid. The emergency management plan shall be submitted to the Louisiana Office of Homeland Security and Emergency Preparedness for review and approval.
- **4. EMERGENCY MANAGEMENT COORDINATION.** Each Party shall coordinate with the parish office of homeland security and emergency preparedness and/or the chief executive officer of the town or city, as the occasion may require, whenever an emergency develops within a parish or municipality.
- **5.** <u>ACTIVATION OF AGREEMENT.</u> This Agreement may be activated by The Louisiana Office of State Fire Marshal, or any Parish or City Fire Chief who is a Party to this agreement, upon any one of the following conditions:
  - (a) A declaration of a local state of disaster pursuant to La. R.S. 29:727(E);
  - (b) A finding or proclamation of a disaster or state of civil disturbance or emergency by the governor pursuant to La. R.S. 29:724; or
  - (c) A finding of the occurrence or imminent threat of an emergency by a Party to the agreement such that local capabilities are predicted to be exceeded.
  - (d) Another State requesting assistance through an EMAC agreement.

The response of the Assisting Party pursuant to this Agreement shall continue until the services of the Assisting Parish are no longer required or the services of the Assisting Party can no longer be provided.

- **6. PROCEDURES FOR REQUESTS AND PROVISION OF MUTUAL AID.** A Party to this agreement or his or her designee, such as the "Chiefs", may request Mutual Aid assistance by:
  - 1. Submitting an online Electronic Mission Request made through the State of Louisiana Emergency Operations website, such as WebEOC, or other established form of electronic communication, for Assistance to an Assisting Party, or
  - 2. Orally communicating a request for Mutual Aid assistance to an Assisting Party, which

shall be followed by an online Electronic Mission Request made through the State of Louisiana Emergency Operations website, such as WebEOC, or other established form of electronic communication, as soon as circumstances allow, preferably within 24 hours.

Mutual Aid shall not be requested by a Party unless it is directly related to the disaster or emergency and resources available from the normal responding agencies to the stricken area are deemed to be inadequate, or are predicted to be expended prior to resolution of the situation. All requests for Mutual Aid must be transmitted by the Requesting Party or by his or her designee, who shall provide notification to the director of the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) contemporaneous with the request.

- A. <u>REQUESTS DIRECTLY TO ASSISTING PARTY:</u> The Requesting Party may directly contact the Assisting Party, or his or her designee, and provide the necessary information as prescribed in Section 6.B.
- B. <u>REQUIRED INFORMATION BY REQUESTING PARTY.</u> Each Electronic Mission Request for assistance shall be accompanied by the following information, to the extent known:
  - 1) A general description of the damage or injury sustained or threatened;
  - 2) Identification of the emergency service function or functions for which assistance is needed (e.g. fire, law enforcement, emergency medical, search and rescue, transportation, communications, public works and engineering, building, inspection, planning and information assistance, mass care, resource support, health and other medical services, etc.), and the particular type of assistance needed;
  - 3) The amount and type of personnel, equipment, materials, supplies, and/or facilities needed and a reasonable estimate of the length of time that each will be needed; and
  - 4) The location or locations to which the resources are to be dispatched and the specific time by which the resources are needed; and
  - 5) The name and contact information of a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party at each location to which resources are dispatched.

This information shall be provided in the Electronic Mission Request and made a part of this agreement, together with any supplementary documentation which may be needed.

- C. <u>ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE.</u> When contacted by a Requesting Party, the Party from which aid is requested or his or her designee agrees to assess local resources to determine availability of personnel, equipment, and other assistance based on current or anticipated needs. All Parties shall render assistance to the extent personnel, equipment, and resources are deemed available. No Party shall be required to provide Mutual Aid unless it determined that it has sufficient resources to do so based on current or anticipated events within its own jurisdiction.
- D. <u>INFORMATION REQUIRED OF THE ASSISTING PARTY</u>. A Party or his or her designee who determines that the Assisting Party has available personnel, equipment, or other resources, shall so notify the Requesting Party and provide the following information, to the extent known:

- 1) A complete description of the personnel and their expertise and capabilities, equipment, and other resources to be furnished to the Requesting Party;
- 2) The estimated length of time that the personnel, equipment, and other resources will be available:
- 3) The name of the person or persons to be designated as supervisory personnel; and
- 4) The estimated time of arrival for the assistance to be provided to arrive at the designated location.

This information shall be provided in the Electronic Mission Request and made a part of this agreement, together with any supplementary documentation, which may be needed.

- E. <u>SUPERVISION AND CONTROL</u>. When providing assistance under the terms of this Agreement, the response effort SHALL be organized and functioning according to the Louisiana Emergency Operations Plan and the personnel, equipment, and resources of any Assisting Party will be under the operational control of the Requesting Party as dictated, organized and functioning according to the National Incident Management System (NIMS). Direct supervision and control of personnel, equipment, and resources and personnel accountability of the Assisting Party shall remain with the designated supervisory personnel of the Assisting Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall report work progress to the Requesting Party. The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time, subject to reasonable notice to the Requesting Party.
- F. <u>MUTUAL AID PLAN</u>. By their signatures below, each Party hereto certifies that it will provide Mutual Aid assistance under this Agreement in accordance with its terms.
- G. <u>FOOD</u>, <u>HOUSING</u>, <u>AND SELF-SUFFICIENCY</u>: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the area of the civil disturbance, emergency, or disaster. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.
- H. <u>COMMUNICATIONS</u>: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish their own communications equipment sufficient only to maintain communications among their respective operating units, if such is practicable.
- I. <u>RIGHTS AND PRIVILEGES:</u> Personnel who are assigned, designated, or ordered by a Party to this agreement to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, where applicable, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed.

- J. <u>TERM OF DEPLOYMENT:</u> The initial duration of a request for assistance will be specified by the Requesting Party, to the extent possible by the situation.
- K. <u>SUMMARY REPORT:</u> Within ten working days of the return of all personnel deployed under this Agreement, the Requesting Party will prepare a Summary Report of the event, and provide copies to each Assisting Party and to the director of GOHSEP. The report shall, at a minimum, include a chronology of events and description of personnel, equipment, and materials provided by one Party to the other.
- 7. COSTS. All costs associated with an Assisting Party's provision of Mutual Aid, including but not limited to compensation for Assisting Party's personnel; operation and maintenance of equipment; damage to equipment; medical expenses; and food, lodging and transportation expenses shall be paid for by the Assisting Party and reimbursed by the Requesting Party at actual cost. Requests for reimbursement must be submitted as soon as practicable, preferably within sixty (60) days of the return of all personnel deployed under this Agreement. Such requests shall identify and provide documentation with specificity each service, labor, or equipment provided and the unit and total costs associated with each. The Assisting Party shall be responsible for creating and maintaining for a period of three years a record of all costs incurred, both reimbursed and unreimbursed costs, in providing aid under this Agreement. Nothing in this agreement, nor the activation of the provisions of this agreement, precludes a Party to the agreement from requesting, through GOHSEP, state and/or federal assistance, and/or the issuance of a gubernatorial or presidential declaration of emergency or disaster, according to the Louisiana Homeland Security and Emergency Assistance and Disaster Act or the federal Disaster Relief Act of 1974 (known as the Robert T. Stafford Act-Public law 93-288, 88 Stat. 143), as amended by the Disaster Mitigation Act of 2000.

## 8. <u>INSURANCE</u>

- A. <u>WORKERS' COMPENSATION COVERAGE:</u> Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Louisiana Workers' Compensation Act, if benefits are provided by a party prior to delivery or receipt of assistance pursuant to the agreement.
- B. <u>AUTOMOBILE LIABILITY COVERAGE</u>: Each Party shall be responsible for its own actions and is responsible for complying with the Louisiana motor vehicle financial responsibility laws.
- C. <u>GENERAL LIABILITY and PUBLIC OFFICIALS LIABILITY:</u> To the extent permitted by law and without waiving any immunity or limitation of liability or defense available to it, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain and maintain general liability and public official's liability, if applicable, or maintain a comparable self-insurance program.

- D. <u>OTHER COVERAGE</u>: The Assisting Party shall provide and maintain their existing packages of medical and death benefit insurance coverage while their personnel are assisting the Requesting Party,
- 9. WAIVER OF CLAIMS AGAINST PARTIES: IMMUNITY RETAINED. Each Party hereto waives all claims against the other Parties hereto for compensation for any loss or damage, occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the gross negligence or intentional misconduct of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity, defense, or limitation of liability on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.
- 10. **EXPENDING FUNDS.** No Party shall have any obligation to expend any funds whatsoever in order to perform any services of furnish aid pursuant to this Agreement. Any funds a Party may elect to expend shall be in that Party's sole discretion.
- 11. <u>TERM.</u> This Agreement shall become effective as to each Party upon signing and shall continue in force and remain binding on each and every Party for an initial term of twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless and until such time as a Party terminates its participation in this Agreement pursuant to Section 19 of this Agreement. Termination of participation in this Agreement by a Party or Parties shall not affect the continued operation of this Agreement between and among the remaining Parties.
- 12. ENTIRETY. This Agreement contains all commitments and agreements of the Parties with respect to the Mutual Aid to be rendered herew1der during or in connection with a Disaster and/or Civil Emergency. No other oral or written commitments of the Parties with respect to Mutual Aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 18 below.
- 13. <u>RATIFICATION.</u> Each Party hereby, by execution of this document, formally acknowledges the prior services rendered described herein.
- 14. <u>OTHER MUTUAL AID AGREEMENTS.</u> It is understood that certain Parties may have heretofore contracted or may hereafter contract with others for Mutual Aid in emergency and/or disaster situations, and it is agreed that, to the extent there is a conflict between this Agreement and any other such Mutual Aid agreement, each Party will determine and prioritize the needs of the Requesting Party and the availability of their resources and allocate them accordingly.

Notwithstanding the foregoing, the Parties acknowledge that any Party hereto may be a Party to Mutual Aid agreements similar to this Agreement with other parties, including parishes, which have Mutual Aid agreements with municipalities within their respective jurisdictions.

15. INTERLOCAL COOPERATION ACT. The Parties agree that mutual aid in the context

contemplated herein is a "governmental function and service." The Chiefs are "local governmental subdivisions" under La. R.S. 29:723(4), as defined therein, and are authorized to enter into this agreement under La. R.S. 29:730, 29:730.1, 29:730.2, 29:737, and any other applicable provisions of law.

- 16. . SEVERABILITY. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
- 17. <u>VALIDITY AND ENFORCEABILITY</u>. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.
- **18.** <u>AMENDMENT.</u> This Agreement may be amended only by the mutual written consent of the Parties.
- **19. <u>TERMINATION.</u>** Any signatory party may give notice of termination of participation in this agreement at any time and submit a copy to all other parties and GOHSEP. Such termination shall become effective not earlier than 30 days after the giving of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other Parties hereto.
- **20. THIRD PARTIES.** This Agreement is intended to inure only to the benefit of the Parties hereto, and is not intended to create, nor shall it be deemed or construed to create any rights in third parties.
- **21. NOTICE.** Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Party, and shall be delivered in person, mailed certified mail return receipt requested, faxed, or emailed to the appropriate addresses or numbers listed on the Electronic Mission Request.
- **22.** <u>WARRANTY.</u> The Agreement has been officially authorized by each participating Party and by the authority of each Party hereto by ordinance or resolution, where necessary, and each Party to this agreement guarantees and warrants that the signatory has full authority to execute this agreement and to legally bind the respective Party to this Agreement.
- 23. GOVERNING LAW AND VENUE. The laws of the State of Louisiana shall govern this Agreement, and venue for the purposes of this agreement, shall lie in the Nineteenth Judicial District Court for all matters pertaining to the Louisiana Office of State Fire Marshal. In matters between parties other than the Louisiana Office of State Fire Marshal, the ordinary rules of venue shall apply.

- **24.** <u>HEADINGS.</u> The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.
- 25. RECORD KEEPING AND COSTS. The Parties agree to establish and maintain accurate records of events and expenditures related to mutual aid assistance and shall have a financial and record keeping system in place that can be used to track these elements, including personnel, equipment, services, and supplies provided. In order to insure that proper documentation is maintained, each Party agrees to designate a person or persons to coordinate the compilation and filing of records, and to maintain a record for verification of all costs and expenditures. All records created and maintained pursuant to this agreement shall be maintained for a minimum of three (3) years following final reimbursements

IN WITNESS WHEREOF, the Parties have formalized their mutual aid agreement and executed same on the day, month and year written below. THUS DONE AND SIGNED this \_\_\_\_ day of October, 2025, before me, the undersigned notary public, in the presence of the undersigned witnesses, in Ouachita Parish, Louisiana WITNESSES: WEST MONROE FIRE DEPARTMENT City of West Monroe, Louisiana BY: Daniel Overturf, Fire Chief DOUGLAS C. CALDWELL, NOTARY PUBLIC LOUISIANA BAR ROLL NO. 03783 THUS DONE AND SIGNED this day of October, 2025, before me, the undersigned notary public, in the presence of the undersigned witnesses, in East Baton Rouge Parish. Louisiana WITNESSES: LOUISIANA OFFICE OF STATE FIRE MARSHAL BY:

NOTARY PUBLIC, ID NO. \_\_\_\_

MY COMMISSION EXPIRES:

PRINTED NAME

## STATE OF LOUISIANA

Item 15)

## CITY OF WEST MONROE

ORDINANCE NO	MOTION BY:
	SECONDED BY:
AN ORDINANCE TO AUTHORIZE EX	XECUTION OF A LOUISIANA HIGHWAY

AN ORDINANCE TO AUTHORIZE EXECUTION OF A LOUISIANA HIGHWAY SAFETY SUBGRANT AGREEMENT AND CONTRACT WITH THE LOUISIANA DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS, LOUISIANA HIGHWAY SAFETY COMMISSION FOR FFY 2026; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Alderman of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, is hereby authorized to execute a Louisiana Highway Safety Commission Subgrant Agreement and Contract with the Louisiana Department of Public Safety and Corrections, Louisiana Highway Safety Commission according to the terms and conditions of a FFY 2026 Subgrant Agreement and Contract in the proposal award amount of \$159,597.00, subject only to continuing compliance with the program standards and the earlier submitted budget for the funded activities.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Alderman of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized to execute any and all further documents, authorizations or commitments, and to undertake any and all actions which are necessary, appropriate or desirable in order to meet any and all other requirements relating to the application for or the award of that grant, or otherwise to fulfill the obligation of the City of West Monroe, Louisiana, as it relates to the grant and grant agreement.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea or nay vote, passed and adopted the 7th day of October, 2025, the final vote being as follows:

adopted the 7th day of October, 2025, the fir	nal vote being as follows:
YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	
	APPROVED THIS 7TH DAY OF OCTOBER, 2025
ANDREA PATE CITY CLERK	STACI AI BRITTON MITCHELL MAYOR

## STATE OF LOUISIANA

## CITY OF WEST MONROE

ORDINANCE NO	MOTION BY:	
<del></del>		
	SECONDED BY:	

AN ORDINANCE TO AUTHORIZE THE CITY OF WEST MONROE, LOUISIANA, TO ACCEPT THE LOW BID SUBMITTED WHICH MEETS THE PLANS AND SPECIFICATIONS AND IS WITHIN THE ESTIMATED COST OF CONSTRUCTION, BEING THE BID OF AMETHYST CONSTRUCTION, INC. FOR \$144,210.00; AND THEREAFTER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AMETHYST CONSTRUCTION, INC., FOR CERTAIN CONSTRUCTION SERVICES IN CONNECTION WITH THE PROJECT KNOWN AS "EXCHANGE STREET DRAINAGE IMPROVEMENTS"; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

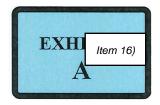
SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe accepts the low bid which met the plans and specifications for that work described as the "Exchange Street Drainage Improvements", being the bid of Amethyst Construction, Inc., in the amount of \$144,210.00.

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, and on behalf of the City of West Monroe, Louisiana, be and she is hereby authorized to enter into a construction contract with Amethyst Construction, Inc., for certain construction services in connection with the "Exchange Street Drainage Improvements", with the terms, conditions and provisions to be set forth in a construction contract utilizing the format of the Agreement attached as Exhibit "A".

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

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, passed and adopted the 7<sup>th</sup> day of October, 2025, the final vote being as follows:

YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	APPROVED THIS 7TH DAY OF OCTOBER, 2025
ANDREA PATE, CITY CLERK CITY OF WEST MONROE STATE OF LOUISIANA	STACI ALBRITTON MITCHELL, MAYOR CITY OF WEST MONROE STATE OF LOUISIANA



## **AGREEMENT**

THIS AGREEME	NT, made this	day of		, 202	5, by and between
	The			,	hereinafter called
		(Name of Owner	r)		
"OWNER" and	Amethyst Const	truction, Inc.	, doing b	usiness as a corp	poration hereinafter
called "CONTRA	CTOR."				
WITNESSETH:	That for and is	n consideration	of the payn	nents and agre	ements hereinafter
mentioned:					
1. The CONT	RACTOR will co	mmence and con	nplete the <u>EX</u>	CHANGE STE	REET DRAINAGE
<u>IMPROVEMENT</u>	<u>'S</u> project.				
2. The CO	NTRACTOR will	furnish all of the	e material, su	pplies, tools, eq	uipment, labor and
other services nece	essary for the con	struction and con	npletion of th	e PROJECT de	scribed herein.
3. The CC	ONTRACTOR v	will commence	the work	required by	the CONTRACT
DOCUMENTS w	rithin <u>10</u> calen	dar days after the	e date of the	NOTICE TO P	ROCEED and will
complete the sam	e within <u>90</u>	consecutive cal	endar days u	nless the period	d for completion is
extended otherwis	e by the CONTR	ACT DOCUME	NTS. In defa	ult thereof, the	Contractor shall be
liable for liquidat	ed damages in th	ne amount of Tw	o Hundred a	and No/100 (\$2	200.00) Dollars per
calendar day of de	linquency.				
4. The CO	NTRACTOR agr	ees to perform a	ll of the WO	RK described in	n the CONTRACT
DOCUMENTS ar	nd comply with th	ne terms therein fo	or the sum of	\$_144,210.00	or as shown in the
BID schedule.					
5. The term	"CONTRACT I	OOCUMENTS" r	neans and inc	ludes the follow	ving:
(A) E	BID FORM				
(B) A	Agreement				
(C) (	General Condition	ıs			
(D) P	Payment BOND				
(E) F	Performance BON	ND			

	(F)	DRAWINGS prepared by <u>S. E. Huey Co.</u> signed and dated <u>August 2025</u> .
	(G)	SPECIFICATIONS prepared or issued by <u>S. E. Huey Co.</u> signed and dated <u>August</u>
		<u>2025.</u>
	(H)	ADDENDA:
		No, dated, 2025.
6.	The O	WNER will pay to the CONTRACTOR in the manner and at such times as set forth
in the Go	eneral C	Conditions such amounts as required by the CONTRACT DOCUMENTS.
7.	This A	greement shall be binding upon all parties hereto and their respective heirs, executors,
administ	rator, sı	accessors, and assigns.
IN WIT	NESS V	WHEREOF, the parties hereto have executed, or caused to be executed by their duly
authorize	ed offic	ials, this Agreement in (4) each of which shall be deemed an original on date (No. of Copies)
first abo	ve writt	en.
(SIGNA	TURES	S ON FOLLOWING PAGE)

WITNESS:	OWNER:
	City of West Monroe
(Print Name)	Name Staci Albritton Mitchell (Please Type)
(Print Name)	Title <u>Mayor</u>
WITNESS:	CONTRACTOR:
(Print Name)	Name(Please Print)
(Print Name)	Address

## STATE OF LOUISIANA

## CITY OF WEST MONROE

ORDINANCE NO	MOTION BY:
	SECONDED BY:
AN ORDINANCE TO AUTHORIZE THE MAYO MONROE, LOUISIANA, TO EXECUTE A PROPORTION SULTING SERVICES WITH CIVIL & ENVIROINC., FOR THE COTTON STREET (STREET PROJECT; AND TO OTHERWISE PROVIDE WITH	OSAL FOR PROFESSIONAL ONMENTALCONSULTANTS, ISCAPE IMPROVEMENTS)
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, that Proposal for Professional Services: Cott	on Street - Streetcape Improvements with
Civil & Environmental Consultants, Inc. to provide for needed	consulting services for the Cotton Street
(Streetscape Improvements) project, all as more fully set forth in	n that Proposal for Professional Services:
Cotton Street - Streetscape Improvements, a copy of which pro	oposal is attached as Exhibit "A".
SECTION 2. BE IT FURTHER ORDAINED by the I	Mayor and Board of Aldermen of the City
of West Monroe, Louisiana, in regular and legal session convened	d, that Staci Albritton Mitchell, as Mayor
of the City of West Monroe, Louisiana, be and she is hereby further	ner authorized further modify the attached
contract in such manner as she determines appropriate prior to its	execution, and to take any and all actions
and to execute any and all further documents she deems eith	ner necessary or proper to carry out the
activities arising out of that contract described above according	g to its terms and its intent.
The above Ordinance was read and considered by Section	ons at a public meeting of the Mayor and
Board of Aldermen, in regular and legal session convened, vote	ed on by yea or nay vote, this 7th day of
October, 2025, the final vote being as follows:	
YEA:	
NAY:	
NOT VOTING:	
ABSENT:	

ATTEST:

APPROVED THIS 7TH DAY OF OCTOBER, 2025

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

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





Civil & Environmental Consultants, Inc.

September 30, 2025 Revised October 6, 2025

Jonathan Kaufman
Director of Planning & Development
City of West Monroe
2305 North 7<sup>th</sup> Street
West Monroe, LA 71291

Dear Mr. Kaufman:

Subject: Proposal for Professional Services

Cotton Street – Streetscape Improvements

CEC Project #356-372

Civil & Environmental Consultants, Inc. (CEC) is pleased to submit this proposal to the City of West Monroe ("City") in a streetscape revitalization effort on Cotton Street. The City of West Monroe, with federal support, is advancing roadway improvements aimed at enhancing safety, mobility, and community character. Federal funding will support core roadway upgrades, while the City has committed to financing complementary aesthetic improvements that reinforce a welcoming, pedestrian-friendly environment.

## UNDERSTAND OF PROJECT REQUIREMENTS

As part of this initiative, the project will:

- Relocate existing overhead utilities to underground systems. (Lazenby Associates ("Lazenby"))
- Widen sidewalks to improve pedestrian accessibility and meet ADA requirements. (CEC)
- Redesign on-street parking to improve functionality, circulation, and aesthetics. (CEC)
- Integrate site furnishings (benches, trash receptacles, lighting, and bicycle racks) to create a cohesive streetscape experience. (CEC)
- Enhance landscaping in key corridors to contribute shade, comfort, and long-term beautification. (CEC)

Our team of landscape architects will work collaboratively with the City and Lazenby to deliver design solutions that balance technical performance, constructability, and community identity.

### **ASSUMPTIONS**

- It is assumed that base mapping, including topography, utility, and storm sewer will be provided by Lazenby. Accuracy of the streetscape design is contingent on said base mapping.
- Lazenby is responsible for utility, storm sewer, and grading design.
- CEC is responsible for landscape architectural components within the streetscape.

## PROPOSED SCOPE OF SERVICES

Our services are structured in two (2) phases:

## 1.0 CONCEPTUAL LAYOUT

This phase will focus on developing a comprehensive conceptual design that captures the City's vision and establishes a framework for engineering solutions.

Jonathan Kaufman CEC Project 356-372 Page 2 September 30, 2025 Revised October 6, 2025

- Evaluate existing conditions, utilities, and right-of-way constraints.
- Prepare conceptual layouts for sidewalk widening, parking upgrades, bump outs, and planting spaces.
- Develop preliminary site furnishing, landscaping, and pedestrian lighting concepts
- Provide schematic-level drawings to support City review and decision-making.

## 2.0 CONSTRUCTION DOCUMENTATION

Building upon the approved concepts, this phase will advance the project into detailed engineering design suitable for bidding and construction.

- Finalize pedestrian lighting layout and fixture selection.
  - o Electrical engineering by others.
- Develop pavement design and striping plans for on-street parking.
- Finalize site furnishing specifications and placement plans.
- Complete landscape design with plant selection, layout, and maintenance considerations.
- Provide construction drawings and related specification sections for bid document assembly by Lazenby.

## 3.0 LUMP SUM FEES

The lump sum fees to complete the scope of services are provided below and are based on our current understanding of the project.

1.0	CONCEPTUAL LAYOUT	\$5,700
2.0	CONSTRUCTION DOCUMENTATION	\$10.800
		, , , , , , , , , ,
	Lump Sum Fee	\$16,500

## 4.0 INVOICING

Invoicing of professional services will be invoiced on a percentage complete basis on a monthly cycle. Reimbursable expenses are included in the above costs.

## 5.0 SCHEDULE

CEC is available to begin work within two (2) weeks of receiving base mapping from Lazenby.

## 6.0 EXCLUSIONS AND ADDITIONAL SERVICES

The estimated fees presented above do not include the following services. At your request, we can provide separate proposals which include these additional services as their scope is defined.

- Survey
- Ecological Services
- Environmental Services
- Geotechnical Investigation

Jonathan Kaufman CEC Project 356-372 Page 3 September 30, 2025 Revised October 6, 2025

- **Bidding Services**
- Construction Administration

### 7.0 **CLOSING**

CEC appreciates the opportunity to provide this proposal to the City of West Monroe. Please reach out to Matt Pizatella at (304) 290-5738 or Jim Christie at (304) 709-2332 if you have any questions or require any additional information.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Project Manager

CEC's Schedule of Terms and Conditions, which governs the proposed work, is attached. CEC's proposal is valid for thirty (30) days from the date of the proposal, after which time the validity may only be extended with CEC's consent. CEC reserves the right to revise, adjust or withdraw this proposal if not accepted by the City of West Monroe within thirty (30) days of the date of the proposal. Your written acceptance below will form a binding contract pursuant to the attached Terms and Conditions. The individual signing below warrants that they have authority to sign and execute this Agreement on behalf of the City of West Monroe.

CEC Project 356-372 DATE: 10/6/2025 ACCEPTED BY: City of West Monroe

Signature:	Date:
Name:	Title:



### 1. AGREEMENT

The following terms and conditions ("TERMS") shall apply to and are an integral part of the attached proposal ("PROPOSAL") between Civil & Environmental Consultants, Inc. ("CEC") and the client ("CLIENT") named in the attached PROPOSAL. CLIENT's acceptance of the PROPOSAL includes acceptance of these TERMS and acceptance of this PROPOSAL shall form the entire agreement between the parties ("AGREEMENT"). In the event of a conflict or inconsistency between these TERMS and the PROPOSAL or any other document provided by CLIENT, these TERMS shall take precedence.

### 2. STANDARD OF CARE

CEC shall perform its services consistent with the professional skill and care ordinarily provided by professionals, such as CEC, practicing in the same or similar locality under the same or similar circumstances and in effect at the time of performance, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional services provider. CEC provides no warranties or guarantees whether express or implied.

## 3. SITE ACCESS, SITE CONDITIONS AND SUBSURFACE FEATURES

CLIENT will grant or obtain free access to the site for all equipment and personnel for CEC to perform the services set forth in this AGREEMENT.

The CLIENT is responsible for the accuracy of locations for all subsurface structures and utilities. CEC will take reasonable precautions to avoid known subsurface structures, and the CLIENT waives any claim against CEC, and agrees to defend, indemnify, and hold CEC harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subsurface structures and utilities not identified or accurately located. In addition, CLIENT agrees to reimburse CEC for time and expenses incurred by CEC in defense of any such claim based upon CEC's current fee schedule and expense reimbursement policy.

The CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by CEC will be based solely on information available to CEC. CEC is responsible for the data, interpretations, and recommendations based on its services, but will not be responsible for other parties' interpretations or use of the information developed.

## 4. BIOLOGICAL POLLUTANTS, HAZARDOUS MATERIALS AND HAZARDOUS CONDITIONS

CLIENT warrants that a reasonable effort to investigate and inform CEC of known or suspected Biological Pollutants, Hazardous Materials and hazardous conditions on or near the site has been made by the CLIENT. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the by-product of any such biological organisms. The term "Hazardous Materials" shall mean any toxic substances, chemicals, pollutants, or other materials, in whatever form or state, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, minerals, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant, that is known or suspected to adversely affect the health and safety of humans or of animal or plant organisms, or which are known or suspected to impair the environment in any way whatsoever. Hazardous Materials shall also include, but not be limited to, those substances defined, designated, or listed in Section 404 of the Solid Waste Disposal Act (42 USC Subsection 6903); Section 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act (42 USC Subsection 9601(14)); as listed or designated under Sections 1317 and 1321(b)(2)(a) of the Title 33 (33 USC Subsections 1317 and 1321(b)(2)(a)); or as defined, designated, or listed under any other federal, state, or local law, regulation or ordinance concerning hazardous wastes, toxic substances, or pollutants.

CEC and CLIENT agree that when unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions are encountered it may be necessary for CEC to take immediate measures to protect health and safety. CEC agrees to immediately notify CLIENT when unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. In the event the site is not owned by CLIENT, CLIENT recognizes that it is the CLIENT's responsibility to inform

the property owner of the discovery of unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CEC, and to the maximum extent permitted by law, agrees to defend, indemnify, and hold CEC harmless from any claim, liability, and/or defense costs for injury or loss arising from CEC's discovery of unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions. CLIENT will be responsible for ultimate disposal of any samples secured by CEC which are found to be contaminated with Biological Pollutants and/or Hazardous Materials.

Nothing contained in this AGREEMENT shall be construed or interpreted as requiring CEC to assume liability for the generation, transportation, treatment, storage and/or disposal of hazardous waste within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar federal, state, or local regulation or law.

If during remediation and/or construction activities waste manifests are required, CLIENT shall provide an authorized person to sign manifests or will provide CEC with a written limited power of attorney or agency agreement to sign manifests on CLIENT'S behalf.

### 5. EVOLVING TECHNOLOGIES

Services such as those provided by CEC may involve technologies which are new or emerging and these technologies may supersede current techniques. In addition, standards for our services, including statutes and regulations, may change with time. CLIENT understands that CEC's recommendations and/or services must be based upon the current Standard of Care utilizing established technologies and standards excluding new or emerging technologies.

### 6. SAFETY/CONSTRUCTION OBSERVATION

CLIENT, its contractors or other representatives shall be solely responsible for working conditions on the site, including compliance with OSHA regulations and safety of all persons and property during the performance of the work in relation to working conditions of the site. CEC shall be responsible for the safety of its own personnel in performance of the services. CEC will not be responsible for means, methods, techniques, sequences or procedures of construction including, but not limited to safety.

If CEC is retained by the CLIENT to provide a site representative for the purpose of observing specific portions of work on site as set forth in the PROPOSAL, CEC will report on its observations and professional opinions. CEC's presence on the site does not in any way guarantee the completion or quality of the performance of the work by any party retained by the CLIENT to provide construction or other related field services. CEC does not have the duty to reject or stop work of CLIENT, its contractors, or its agents.

## 7. BILLING AND PAYMENTS

7.1. General: Invoices will be submitted in accordance with the provisions outlined in the PROPOSAL. Payment is due from CLIENT thirty (30) days from the invoice date. If a retainer or pre-payment is required by the PROPOSAL, payment must be received by CEC prior to commencement of services. Payment shall be made as follows:

Electronic Payment:

PNC Bank, Pittsburgh, PA 15222 PNC Bank Routing #043000096 CEC Account #002272405 SWIFT & BIC Code: PNCCUS33

Remittance Detail: accountsreceivable@cecinc.com

Lockbox (regular mail):

Civil & Environmental Consultants, Inc. P.O. Box 644246

Pittsburgh, PA 15264-4246

Any retainer shall be applied to the final invoice and unused funds, if any, returned to CLIENT. In the event CLIENT fails to pay CEC within thirty (30) days of invoice, CLIENT agrees that CEC will have the right to suspend performance of services after written notice to CLIENT. CEC will be entitled to interest of one and one-half percent (1.5%) per month for past due amounts. CEC will be entitled to collect for time and expenses (per CEC's current fee schedules), attorneys' fees and other costs incurred by CEC for collection of past due amounts.



Our PROPOSAL does not include gross receipts taxes, business or occupation taxes or assessments that the municipality where the project is located may assess upon CEC or its subcontractors. If such taxes are or become a liability of CEC, the CLIENT agrees to reimburse CEC at cost.

7.2. Reimbursable Expenses: Direct non-salary expenses (e.g. Travel, Equipment, Subcontractors/Vendors) will be billed according to the terms of our PROPOSAL.

### 8. CHANGES

- 8.1. Changes: Upon a change in CEC's scope of services, discovery of unforeseen conditions, or any direction or instruction by CLIENT outside of the PROPOSAL, CEC will provide CLIENT with the estimated cost of performing the change and any change in the AGREEMENT schedule. Prior to CEC being required to implement the change, CLIENT shall authorize the requested change amending the AGREEMENT price and schedule.
- 8.2. Unauthorized Changes: If changes are made to CEC WORK PRODUCT by CLIENT or persons other than CEC, any and all liability against CEC arising out of such changes is waived and CLIENT assumes full responsibility for such changes unless CLIENT has given us prior notice and has received written consent from CEC for such changes.

### DELAYS

Delays not due to CEC shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to CEC, the AGREEMENT price shall be equitably adjusted by the amount of such additional costs.

### 10. INSURANCE

CEC will maintain Workmen's Compensation Insurance as required by state law, General Liability Insurance for bodily injury and property damage with a limit of \$1,000,000 per occurrence and an aggregate limit of \$2,000,000 and Automobile Liability with a limit of \$1,000,000. Professional liability will be provided with a limit of \$1,000,000 per claim and \$1,000,000 in the aggregate, if applicable. CLIENT and/or the property owner will be listed as additional insured for General Liability and Automobile Insurance.

### 11. ALLOCATION OF RISK

- 11.1. Limitation of Remedies: CLIENT agrees to limit CEC's liability for any claim arising from, or alleged to arise from any acts, errors or omissions in the performance of services under this AGREEMENT, whether such claim is based in negligence, breach of contract, or other legal theory to an aggregate limit of the amount of fees paid to CEC under this AGREEMENT, or \$50,000, whichever is greater, except for CEC's willful misconduct or gross negligence.
- 11.2. Waiver of Consequential Damages: CEC and CLIENT agree to waive any claim against each other for consequential, incidental, special or punitive damages.
- 11.3. Indemnification: CEC shall indemnify CLIENT from and against third party claims or liability to the extent caused by the negligent performance of services under this AGREEMENT by CEC, including injuries to employees of CEC.

### 12. TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice: i) in the event of breach of any provision of this AGREEMENT; ii) if the CLIENT suspends the work for more than three (3) months in the aggregate; or iii) for CLIENT or CEC's convenience. In the event of termination for suspension or convenience, CEC will be paid for services performed prior to the date of termination plus reasonable termination and demobilization expenses, including, but not limited to the cost of completing analyses, records and reports necessary to document job status at the time of termination. CEC may immediately suspend performance of its services and terminate this AGREEMENT upon written notice if CLIENT becomes insolvent or bankrupt.

## 13. GOVERNING LAW

The law of the State of Louisiana will govern this AGREEMENT, their interpretation and performance. If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

### 14. DISPUTE RESOLUTION

14.1. Notice of Dispute: Within fifteen (15) days of the occurrence of any incident, act, or omission upon which a claim for relief may be based, the party seeking relief shall serve the other party with a written notice specifying the

nature of the relief sought, the amount of relief sought, a description of the reason relief should be granted, and the provisions of this AGREEMENT that authorize the relief requested.

- 14.2. Meet and Confer: Within ten (10) days of receipt of the Notice of Dispute, the parties shall meet and confer in a good faith attempt to resolve the dispute. Participants in the meet and confer must have the authority to enter into a binding resolution on behalf of each party.
- 14.3. Jurisdiction and Venue: After completion of the meet and confer, either party may proceed to litigation. CEC and CLIENT agree that any court of record in Ouachita Parish, Louisiana, shall have the exclusive jurisdiction and venue over any claims relating to or arising under this AGREEMENT.
- 14.4. Waiver of Jury Trial: THE PARTIES AGREE AND IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, DISPUTE, PROCEEDING OR SUIT RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR THE PROJECT.

### 15. ASSIGNMENT

CLIENT and CEC each binds itself and its successors and assigns to the other and its successors and assigns with respect to all covenants of this AGREEMENT. Neither CLIENT nor CEC shall assign, sublet or transfer any rights under or interest in this AGREEMENT without the prior written consent of the other party. This section shall not, however, apply to subrogation rights (if any) of any insurer of either party.

### 16. OWNERSHIP

- 16.1. "Intellectual Property" means any and all of the following arising pursuant to the laws of any jurisdiction throughout the world: (a) copyrights and all registrations and applications for registration thereof; (b) trade secrets and know-how; (c) patents and patent applications; and (d) other intellectual property and related proprietary rights owned or licensed by a party hereto. "Background Intellectual Property" means the Intellectual Property of a party created or developed prior to the effective date of this AGREEMENT and/or independently of the work performed by the party pursuant to this AGREEMENT. Except for the licenses granted hereunder, all rights in a party's Intellectual Property and Background Intellectual Property are otherwise reserved.
- 16.2. CEC shall retain all rights, title, and interest in and to all Intellectual Property in all drawings, specifications, documents, or other tools or materials ("WORK PRODUCT") furnished to CLIENT and intended for use in connection with projects under this AGREEMENT. CEC hereby grants CLIENT a limited, non-exclusive, non-transferable, non-sublicensable license: (a) to use and reproduce the WORK PRODUCT solely for CLIENT's own internal business purposes; and (b) to use CEC'S Background Intellectual Property solely to the extent that: it is incorporated into the WORK PRODUCT, and a license thereof is necessary to use and reproduce the WORK PRODUCT. CLIENT shall not disclose or use the WORK PRODUCT with CLIENT's other contractors, subcontractors, or material suppliers on other projects without the express written consent of CEC.
- 16.3. CLIENT shall not use the name, logo, or marks of CEC in any publicity releases, interviews, promotional or marketing materials, or public announcements without the prior written approval of CEC.

### 17. FILE RETENTION

Upon conclusion of the services, CEC will close its project file and archive for storage. CEC reserves the right to destroy all file information within seven (7) years after conclusion of the services.

### 18. SURVIVAL

In the event of termination, cancellation or avoidance of this AGREEMENT, the terms and conditions of Articles 3 (Site Access, Site Conditions and Subsurface Features), 4 (Biological Pollutants, Hazardous Materials and Hazardous Conditions), 5 (Evolving Technologies), 10 (Insurance), 11 (Allocation of Risk), 13 (Governing Law), 14 (Dispute Resolution), and 16 (Ownership) shall survive termination of the AGREEMENT.

### **END OF TERMS**

## David Lane Beaird & Associates, Inc.

105 Commercial Parkway P.O. Box 769

West Monroe, Louisiana 71294-0769

Phone: 318-388-3227 Fax: 318-388-3228

September 16, 2025

Honorable Mayor Staci Mitchell City of West Monroe 2305 North 7<sup>th</sup> Street West Monroe, LA 71291

RE: New Fishing Pier Addition

Riverfront Park

West Monroe, Louisiana DLB Project No. 230205

## Dear Mayor Mitchell:

Transmitted herewith are four (4) copies of Change Order No 1 for the referenced project for your signature. This Change Order is required to account for the days due to the river stage being 2' above pool stage. A summary of the project time impacted as a result of the river stage is as follows:

- 1. Notice to Proceed January 8, 2024 Contract Completion Date: 10/24/2024
- 2. River Stage above 22' gage from Jan 8, 2024 to June 15, 2024 159 days delay
- 3. June 16, 2024 to Jan 1, 2025 Below 22' Gage Total of 165 days from 270 days-
- 4. River levels rose above contract level of 22' gage on January 1, 2025 and remained above 22' for an additional 173 days to Substantial Completion Date of June 23, 2025.
- 5. Total days of work stoppage due to the river level above 22' gage was 262 days.

Should you have any questions concerning this matter feel free to contact me.

Sincerely,

DAVID LANE BEAIRD & ASSOCIATES, INC.

David Lane Beaird, P.E.

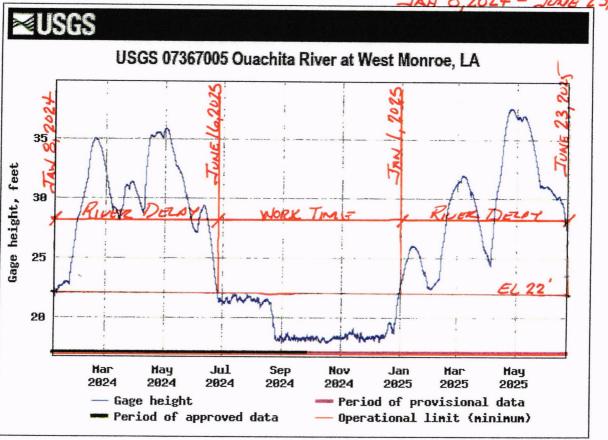
## Item 18)

## TENSAS BASIN LEVEE DISTRICT

## **CHANGE ORDER REQUEST**

PROJECT NAME: PROJECT NUMBER: CONTRACTOR: Date of Change Order	PROJECT NUMBER: 23205  CONTRACTOR: D and L of Ouachita, Inc.		CHANGE ORDER NO: CONTRACT DATE: Purchase Order No.	2/12/2024		
forms as required and giv This Change Order is require work would be stopped. The Completion Date: 10/24/202 - Total of 165 days from 270	re a brief description of ed due to account for consist condition is beyond the 4 - River Stage from Jar 1) days-Balance of 105 days 1) remained above 22' for a	f the change(s) below ditions of the river lest control of the Control 18, 2024 to June 15, bys on Contract Time	ow. vels being two (2 actor. No change 2024 above cont - Completion De	2) feet above pool see in contract amountract levels total of ate adjusted to Janu	EAKDOWN and/or UNIT PRICE stage for an extended period of time.as at. Notice to Proceed January 8, 2024 (159 days. June 16, 2024 to Jan 1, 2025 arry 18, 2025. River levels rose above f June 23, 2025. Total days of work st	specified that the Original Contract 5 below Contract level contract level of 22'
The Original Contract Su Total Changes by Previou Current Contract Sum Contract Sum will be und	as Change Order(s)	e Order			\$544,000.00 \$544,000.00	
New Contract Sum  The Original Contract Co Total Time extended by F Contract Time will be in New Contract Completi	empletion Date and Co Previous Change Order creased by this Change	ntract Time. r(s) e Order	Date:	10/4/2024	20	0 70 DAYS DAYS 62 DAYS 32 DAYS
Added Building Area  NOTE: No additional in  RECOMMENDED  Designer's Name:  David Lane Beaird & Acc		PROPOSER Contractor's Nam			after it has been executed.  REVIEWER  Project Manager:  Staci Mitchel	(Sq. Ft.)
Address: 105 Commercial Parkway West Monroe, LA 71292 By: David L. Beaird, PE		Address: 1568 A Hwy 80 I Calhoun, LA 712 By:	East		City of West Monroe 505 District Drive  West Monroe, Louisiana 71291  By:	
9/16/203 ( Tensas Basin Levee Dist Classification Omission (Type "O")*	rict Amount		ssification		Amount	
Error (Type "E")*	Louisiana Capital Imp	Ow		d (Type "R")	nd Construction, 2006 Edition	_
<b>COMMENTS:</b>			O	approvat.		_

TAN 8,2024 - JUNE 23,2025



## CHANGE ORDER

			No.	1
PROJECT: Sunshine	Heights Drainage Improvements	DATE OF ISS	SUANCE:	September 18, 2025
	est Monroe th 7th Street nroe, LA 71291	OWNERS Pro	ject No.	N/A
(Name, 8	Kepper Trucking & Dirt Contracting, 368 Hwy 139 Monroe, LA 71203	LLC ENGINEER:	Lazenby & A 2000 North 7 West Monroe	th Street
		ENGINEER's	Project No.	22E045.00
CONTRACT FOR: S	Sunshine Heights Drainage Improvem	nents		
You are directed to ma	ike the following changes in the Cont	ract Documents.		
three new 6" and maintain	contract included the relocation of two 12" gat gate valves will be installed to replace and sup ing service to customers during construction. I to protect and prevent damage to an existing se	plement the original reloc n addition, 30 L.F. of 6" P	ations, improving	isolation of the water system
Order: re	for proper long-term operation of the water systellocation of existing valves is deleted and replaced to improve isolation due to the depth of the and casing will protect the existing sewer states.	ced with the installation of the new water line and to	f new gate valves.  prevent water out	Additional valves are tages. The added sewer
Attachments: Revised item	s, quantities, and cost.			
	IN CONTRACT PRICE		E IN CONTR	
Original Contract Price	): 	Original Contract Tin	ne: (days or da	ite)
\$1,953,25	8.92	180 Calendar l	Days	
Previous Change Order	rs No to No 1	Net change from prev	ious Change (	Orders:
\$0.00		0 days		
Contract Price prior to	this Change Order:		o this Change	Order: (days or date)
		•		oracii (aays or aaco)
\$1,953,258		180 Calendar I		
Net Increase (Decrease	e) of this Change Order:	Net Increase (Decreas	se) of this Cha	nge Order: (days)
\$21,567.00	0	0 days		
Contract Price with all	approved Change Orders	Contract Time with a	l approved Ch	nange Orders
\$1,974,825	5.92	180 Calendar I	Days	
			days or date	
RECOMMENDED LAZENBY & ASSOCIATES BY:  PROPERTY OF THE PROPERTY	S, INC.  APPROVED  City of West Monroe  BY:		APPROVED Kepper Trucking	& Dirt Contracting, LLC.
ENGINEER Josh Hays, P	OWY		· I	CONTRACTOR Eddie Kepper

Sunshine Heights Drainage Improvements

CHANGE ORDER NO. 1 L&A, INC. PROJECT NO. 22E045.00

September 18, 2025

		4	Original	Revised	Amount
Item No.	Unit Price		Quantity	Quantity	Over/Under
202-01-00100 Removal of Structures and Obstructions	\$49,900.00	Lump Sum	100%	100%	\$0.00
202-02-02000 Removal of Asphalt Drives	\$45.00		17	17	\$0.00
[202-02-06100] Removal of Concrete Walks and Drives	\$11.70		373	373	\$0.00
202-02-12000 Removal of Fence	\$10.00	Lin. Ft.	135	135	\$0.00
203-05-00100 Excavation and Embankment	\$29,026.00	Lump Sum	100%	100%	\$0.00
203-10-00100 Cleaning Existing Ditches	\$5.50		4283	4283	\$0.00
402-01-00100 Traffic Maintenance Aggregate (Net Section)	\$100.00	Cu. Yd.	340	340	\$0.00
[502-01-00200 Asphalt Concrete, Drives, Turnouts and Miscellaneous	\$650.00	Ton	10	10	\$0.00
510-01-00104 Pavement Patching (10" Min. Thickness)	\$230.00		922	922	\$0.00
701-01-00900 Cross Drain Pipe (18" RCP/CPPPDW)	\$80.82		56	56	\$0.00
[701-01-01080   Cross Drain Pipe (48" RCP/CPPPDW)	\$300.00		08	80	\$0.00
701-02-01000 Cross Drain Pipe Arch (24" Equiv. RCPA)	\$39.50		144	144	\$0.00
[701-02-01040 Cross Drain Pipe Arch (36" Equiv. RCPA)	\$187.00	Lin. Ft.	107	107	\$0.00
701-02-01060 Cross Drain Pipe Arch (42" Equiv. RCPA)	\$266.50	Lin. Ft.	236	236	\$0.00
[701-04-01040] Storm Drain Pipe Arch (24" Equic. RCPA)	\$99.50	Lin. Ft.	96	98	\$0.00
701-04-01100 Storm Drain Pipe Arch (42" Equic. RCPA)	\$256.00		102	102	\$0.00
701-04-01120 Storm Drain Pipe Arch (48" Equic. RCPA)	\$336.00		452	452	\$0.00
701-05-01049 Side Drain Pipe (18" RCP/CPPDW)	\$65.00		20	90	\$0.00
[701-06-00020] Side Drain Pipe Arch (18" Equiv. RCPA)	\$70.00		99	99	\$0.00
701-06-00040 Side Drain Pipe Arch (24" Equiv. RCPA)	\$102.00	Lin. Ft.	148	148	\$0.00
[701-06-00080 Side Drain Pipe Arch (36" Equiv. RCPA)	\$179.26	Lin. Ft.	40	40	\$0.00
[701-06-00100] Side Drain Pipe Arch (42" Equiv. RCPA)	\$256.00		152	152	\$0.00
701-07-00500   Yard Drain Pipe (12" RCP/CPPDW)	\$60.00	Lin. Ft.	12	12	\$0.00
701-07-00600   Yard Drain Pipe (15" RCP/CPPDW)	\$100.00	Lin. Ft.	8	8	\$0.00
701-15-00100   Concrete Collar	\$3,500.00	Each	1	1	\$0.00
702-03-00100   Catch Basins (CB-01)	\$9,500.00	Each	1	1	\$0.00
702-03-00300   Catch Basins (CB-04)	\$9,850.00	Each	2	2	\$0.00
702-03-01100   Catch Basins (CB-SD02	\$22,500.00	Each	2	7	\$0.00
702-03-10000   Catch Basins (CB-14xOPEN)	\$33,500.00	Each	3	3	\$0.00
702-04-00100 Adjusting Manholes	\$2,850.00	Each	2	2	\$0.00
705-06-00100 Chain Link Fence (4 Foot Height)	\$30.00	Lin. Ft.	135	135	\$0.00
706-01-00100   Concrete Walk (4" Thick)	\$180.00		57.4	57.4	\$0.00
706-02-00200   Concrete Drive (6" Thick)	\$225.00		313.3	313.3	\$0.00

		Original	Revised	Amount
Item No.	Unit Price Ur	Units Quantity	Quantity	Over/Under
711-01-03020   Rip-Rap (30 Lb. 18" Thick)	\$100.00  Sq.	Sq. Yd.   181.8	181.8	\$0.00
711-01-04000 Rip-Rap (55 Lb, 18" Thick)	\$110.00 Sq.	Sq. Yd. 112.2	112.2	\$0.00
713-01-00100   Temporary Signs and Barricades	\$35,500.00  Lump	Lump Sum 100%	100%	\$0.00
726-01-00100 Bedding Material		Cu. Yd. 521.8	521.8	\$0.00
727-01-00100  Mobilization	\$227,000.00 Lump	Lump Sum 100%	100%	\$0.00
739-01-00100 Hvdro-Seedina	\$27,000.00 Ac	Acre 2.4	2.4	\$0.00
740-01-00100 Construction Layout		Lump Sum 100%	100%	\$0.00
741-01-01080 Water Main (6" PVC, C900)	\$212.00 Lin	Lin. Ft. 168	168	\$0.00
741-01-01140 Water Main (12" PVC, C900)	\$310.00 Lin	Lin. Ft. 285	285	\$0.00
741-07-00100 Relocating Water Valve	\$2,786.00 Ea	Each 3	0	(\$8,358.00)
741-08-00100 Relocating Water Meter	\$4,011.00 Ea	Each 2	2	\$0.00
741-11-00100 Adjusting Water Valve	\$1,000.00 Ea	Each 6	9	\$0.00
741-21-00300 Gate Valve (6")		Each 0	3	\$9,690.00
741-21-00600 Gate Valve (12")		Each 0	3	\$15,600.00
742-01-00300 Sanitary Sewer Pipe (6")	\$54.50 L	L.F. 0	30	\$1,635.00
742-04-00100   Casing (8")	\$100.00 L	L.F. 0	30	\$3,000.00
NS-500-00340 Saw Cutting Asphalt Concrete Pavement	\$10.00 ln	InL.F. 178	178	\$0.00
NS-600-00220 Saw Cutting Portland Cement Concrete Pavement	- In   \$6.00	InL.F. 2244	2244	\$0.00
S-001 Concrete Head Wall (2 - 42" (Equiv.) RCPA) (24" (Equiv.) RCPA Wing Wall	\$13,000.00	Each 1	-	\$0.00
S-002 Concrete Head Wall (2 - 42" (Equiv.) RCPA)	\$13,000.00 Ea	Each 6	9	\$0.00
	\$13,000.00 Ea	Each 2	2	\$0.00
	\$13,000.00 Ea	Each 4	4	\$0.00
	\$8,000.00 Lump	Lump Sum 100%	100%	\$0.00
S-006 Final Cleanup and Erosion Control	\$38,400.00  Lump Sum	o Sum 100%	100%	\$0.00

\$1,953,258.92 \$0.00 \$21,567.00

\$1,974,825.92

REVISED CONTRACT AMOUNT:

ORIGINAL CONTRACT AMOUNT: TOTAL OF PREVIOUS CHANGE ORDERS: NET INCREASE (DECREASE) THIS CHANGE ORDER:



## INFRASTRUCTURE PROJECT UPDATE

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Item 20)

UNDER CONSTRUCTION									
Project	Description	Funding	Status						
INORTH /th Street Bicycle/Pedestrian Path (Arkansas Rd. to Otis St.)	Construction of 10' wide concrete path along the east side of North 7th Street.	IEHWA Rec Trails Prog/City	Construction complete. Final walkthrough scheduled for 10/9/25.						
New Drago Sanitary Sewer Lift Station	New sanitary sewer lift station to replace Drago LS. Funding from LA Water Sector Program.	WSP/ City	Construction in progress. Approx. 45% complete.						
Crosley Sanitary Sewer Improvements	Sanitary sewer rehabilitation along Crosley, from Trenton to N. 7th.	City	Contract awarded to JABAR. Contract documents are being executed.						

**Project Classifications** 

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		
Exchange Street Drainage Improvements	Catch basins, drainage pipe installation, pavement widening at the intersection of Downing Pines Road and Exchange Street.	City	Bid received. Recommendation of award on council agenda.		
S. 8th Street Drainage Improvements (LGAP FY22-23)	Conflict box and drainage pipe replacement at the S. 8th/Linderman intersection.	LGAP/City	Design Phase. LGAP contract received.		
2023 DOTDTAP: N 6th Street Sidewalks	Construction of sidewalks along N. 6th Street, from WMHS to Clayton Street.	LaDOTD/City	100% Final Plans submitted.		
Black Bayou Canal - Thomas Rd. Area (EDA)	Repair concrete canal near Assembly and Walmart.	EDA/FEMA/ City	Will be submitted to EDA for final review 9/16/25.		
McMillan Rd. Sidewalks (LaDOTD Safe Routes to Public Places Program)	New sidewalks along the south side of McMillan Road, from Hilton Street to the library.	LaDOTD/City	In the process of putting together 100% Final Plans		
Crosley Street Rehabiliation	Mill & Overlay with sidewalk replacement, from Trenton St. to N. 7th Street.	Urban Systems (80/20)	Design Phase.		
Arkansas Road Improvements	Widen and Rehabilitate Arkansas Road, From N. 7th to Otis St.	Urban Systems (80/20)	Design Phase.		
Black Bayou Canal Improvements (HMGP)	Improvements including cleaning, widening, and armoring portions of the Black Bayou Canal south of I-20.	FEMA/City	Pending FEMA EHP approval. Awaiting USACE Draft 404 permit and mitigation requirements.		
Kiroli Sidewalk Project	Install new sidewalks along Kiroli Road from Post Oak Apartments to Arkansas Road. Install pedestrian crossing at Kiroli Elementary.	DOTD TAP (80/20)	Environmental clearance and design Phase.		
New Austin Sanitary Sewer Lift Station	New sanitary sewer lift station to replace Austin LS.	EDA/City	Plan Development.		
Mid-City Drainage (Fed Approp/FEMA-PDM)	Drainage improvements between Trenton Street and Black Bayou Canal. (\$2.4m Award)	FEMA/City	Scope modification and budget variance approved. Revised 60% Preliminary Plans submitted to FEMA. EA coordination underway.		
Cypress/Slack Drainage Improvements (LWI-DSP)	Drainage improvements at Golf Course Creek crossings of Cypress and Slack Streets.	LWI/City	Preparing H&H documentation for submission. 30% Preliminary Plans and OPC completed.		
Trenton Corridor Bike/Ped and Utilities (Fed Approp/LaDOTD)	Bury utilities and construct bike/ped path along Trenton St. from Otis St. to Bridge St. (\$5.0m Award)	FEMA/City	Preliminary design and utility verification.		

**Project Classifications** 

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

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



## OCTOBER 7, 2025 WEST MONROE CITY COUNCIL MEETING ENGINEERING UPDATE L&A, INC. PROJECT NO. 25E038.00

## **Kiroli Walk Trail Improvements**

• Benchmark Construction Group is under construction. Tentative substantial completion date is end of October 2025.

## **Sunshine Heights Drainage Improvements**

• Kepper Trucking & Dirt Contracting is under construction

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

• Coordinating with companies for TV camera footage of drainage pipe, tentatively scheduled for October 13

## **Constitution Drive Improvements**

- Amethyst Construction is under construction
- Substantially complete, final inspection scheduled for October 8

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

- State Project Number H.016019
- LDOTD in process of consultant procurement

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

- Bridge Street to Wood Street
- Coordinating with companies for TV camera footage of drainage pipe and sewer services

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

- Pine Street to Wood Street
- DRA Funded Project (SEDAP) LA-7333
- Coordinating with companies for TV camera footage of drainage pipe and sewer to verify sewer services along Cotton Street from Natchitoches to Wood