

#### Notice of:

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

Tuesday, May 16, 2023 at 6:00 PM Council Chambers, City Hall, 2305 North 7th Street, West Monroe

#### **AGENDA**

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

#### **NOTICE/MINUTES**

#### Call to order/Verification of Attendance

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

1) Motion to approve the minutes of the May 4, 2023 Special Council Meeting.

#### **Recognitions/Presentations**

- 2) City of West Monroe Employee Recognitions.
- 3) Kris Kelley, West Monroe Chamber of Commerce, to address the Mayor and Council about a new Clean Business program sponsored by Keep Louisiana Beautiful and the La. Association of Chambers of Commerce.

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

#### **Community Announcements**

## **ADMINISTRATION/FINANCE**

- 4) INTRODUCE Ordinance to adopt a General Fund and Special Revenue Fund Budgets for the City of West Monroe for the fiscal year of July 1, 2023 to June 30, 2024.
- **INTRODUCE** Ordinance to adopt a Utility Enterprise Fund Budget for the City of West Monroe Utility Fund for the fiscal year of July 1, 2023 to June 30, 2024.

#### **BUILDING AND DEVELOPMENT**

#### **CODE ENFORCEMENT**

#### **LEGAL**

- 6) Ordinance to authorize a lease of certain described property or properties owned by the City not needed for any public purpose, but subject to FEMA restrictions (104 Royal Street, William Edward Pearson). Introduced at the April 18, 2023 Council Meeting.
- 7) Ordinance to codify Section 2 of Ordinance No. 5062 by enacting Sec. 7-1019.1, and to codify Section 2 of Ordinance No. 5063 by enacting Sec. 7-2010.2.
- 8) Ordinance to authorize agreement or agreements with BEN Enterprises, LLC to provided ATMs at the Ike Hamilton Expo Center and at the West Monroe Convention Center.

#### **PUBLIC WORKS**

## **COMMUNITY SERVICES**

#### **PARKS AND RECREATION**

POLICE/FIRE

**WMFD** 

**WMPD** 

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

9) West Monroe Indoor Sports Complex - Project #000179

Ordinance to authorize a contract with Major Display, Inc. for the acquisition and installation of the scoreboard systems for the West Monroe Indoor Sports Complex (\$94,235.00).

10) 2022 WWTP Sparta Reuse Facility Granulated Activated Carbon (GAC) Replacement - Project #C22018

Authorize Change Order No. 3 (+\$25,802.00; +45 days) with San-Tech, Inc.

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

Authorize Certificate of Substantial Completion with San-Tech, Inc.

12) Project Updates

Lazenby & Associates, Inc.

S. E. Huey Co.

#### **PUBLIC COMMENTS/OTHER BUSINESS**

- 13) West Monroe Fire Department April Fire Report.
- 14) General Fund and Utility Fund Monthly Budget Reports.

#### **ADJOURN**

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



## **BOARD OF ALDERMEN SPECIAL MEETING**

Thursday, May 04, 2023 at 5:30 PM Council Chambers, City Hall, 2305 North 7th Street, West Monroe

#### **MINUTES**

#### **NOTICE/MINUTES**

#### Call to order/Verification of Attendance

Call meeting to order, verify 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.

#### **PRESENT**

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

The invocation was led by Pastor Jason Wilks with the Pentecostals of the Twin Cities. The pledge was led by Mayor Mitchell.

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

Motion to approve the minutes of the April 18, 2023 Regular Council Meeting.

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

### **Recognitions/Presentations**

Recognition of City of West Monroe 140th Birthday essay contest winners.

#### ADMINISTRATION/FINANCE

Ordinance 5176: Ordinance to authorize City to enter into the annual Agreement for Professional Services with Arthur J. Gallagher Risk Management Services (Loss Control Services Fee Agreement) - \$16,500/annually.

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

<u>Ordinance 5177</u>: Ordinance to authorize City to enter into an agreement with The Picard Group to provide certain lobbying and related services at the state and federal level - \$8,000/monthly.

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

#### **BUILDING AND DEVELOPMENT**

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

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

PAGE 2 COUNCIL MINUTES MAY 4, 2023

Ordinance 5178: Ordinance to rezone property located at 618 Splane, 620 Splane, 622 Splane, 624 Splane, 700 Splane, and 708 Splane from a B-1 (Transitional Business) District to a R-1 (Single Family Residential) District. Applicants are the property owners: Hammons, Ronald Lee; Smith, Lawrence LaFayette; Williams, Barbara Jean Hayes; Scott, Dora Evelyn; Poole, Donald Edwin and Judy Diana Walls; KCB Family Properties, LLC.; Cassells, Benjamin F. and Connie R.S. Received a favorable review from the Planning Commission.

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

#### **LEGAL**

Ordinance 5179: Ordinance to enact Sec. 2-6018 of the Code of Ordinances, to provide a description of the West Monroe Hotel Corridor Economic Development District, and to enact Sec. 2-6019 of the Code of Ordinances, to provide a description of the West Monroe ISF Hotels Economic Development District.

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

#### **PUBLIC WORKS**

Ordinance 5180: Ordinance to amend Sec. 8-1018(a) of the Code of Ordinances, to increase the administrative fee charged for return of a garbage container from street-side to its usual location to \$10 per occasion, after warning (increase from \$5 fee established in 2007).

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

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

Natchitoches Street Rehab (Trenton - N. 7th) - State Project #H.013400 - City Project #000144

Authorize Change Order No. 6 (+ \$59,864.75; + 26 days) with Diamond B. Construction Co., LLC, subject to the availability of City funds and DOTD approval of the Change Order and DOTD funding of their share of the Change Order.

Motion made by Buxton, Seconded by Welch.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

Otis Street Rehabilitation - State Project #H.013518 - City Project #000145

Authorize Change Order No. 6 (+ \$78,919.68; + 5 days) with Amethyst Construction, Inc, subject to the availability of City funds and DOTD approval of the Change Order and DOTD funding of their share of the Change Order.

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

<u>New sidewalks for safe access to Kiroli Elementary School and Kiroli Park, also known as Tupawek Estates</u> <u>Sidewalks</u> - Project #000208

Authorize Change Order No. 2 (+ \$22,158.61; + 10 days) with C W & W Contractors, Inc.

Motion made by Buxton, Seconded by Welch.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

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<u>Downtown Parking Lot</u> - Project # C22017

Authorize Change Order No. 2 (- \$1,492.92; + 60 days) with JSB Enterprises, LLC.

Motion made by Hamilton, Seconded by Welch.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

Downtown Parking Lot - Project # C22017

Authorize Certificate of Substantial Completion with JSB Enterprises, LLC.

Motion made by Hamilton, Seconded by Welch.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

Utility Extensions at West Monroe Commercial Park - Project #C22008

Authorize Change Order No. 2 (+ \$4,187.05; + 48 days) with JABAR Corporation.

Motion made by Westerburg, Seconded by Buxton.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

Coleman Avenue Sewer Relocation - Project #000220

Ordinance 5181: Ordinance to accept the low bid on Coleman Avenue Sewer Relocation Project, being the bid from Don M. Barron Contractor, Inc. for \$82,571, and to authorize execution of a contract for the work to be performed.

Motion made by Welch, Seconded by Westerburg.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

Good Hope Road Water Extension - Project #C23003

Authorize Change Order No. 1 (+ 5,263.16; + 15 days) with Don M. Barron Contractor, Inc.

Motion made by Buxton, Seconded by Welch.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

Kiroli Dog Park Improvements - Project #C23004

Accept/Reject bids. All submitted bids exceeded Engineer's estimate and rejected.

Motion made by Buxton, Seconded by Welch.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

# **Project Updates**

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

#### **ADJOURN**

Motion made by Hamilton, Seconded by Welch.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

ATTEST:

**CHRISTEN HEATH** 

CITY CLERK

APPROVED:

STACI ALBRITTON MITCHELL

MAYOR

# STATE OF LOUISIANA

# CITY OF WEST MONROE

ORDINANCE NO	MOTION BY:
	SECONDED BY:
AN ORDINANCE TO ADOPT THE BUI AND SPECIAL FUNDS FOR THE FISCAL JUNE 30, 2024 FOR THE CITY OF WEST	YEAR OF JULY 1, 2023 THROUGH
SECTION 1. BE IT ORDAINED by the Ma	ayor and Board of Aldermen of the City of West
Monroe, Louisiana, in regular and legal session conv	ened, that the budgets attached hereto and made
a part hereof as Exhibit "A" for the fiscal year July	1, 2023 through June 30, 2024 for the City of
West Monroe, Louisiana, be and same hereby is adop	oted as the budgets for the General Fund and the
Special Funds for the City of West Monroe, Louisia	nna.
The above ordinance was introduced on May	16, 2023, in regular and legal session convened;
notice of this ordinance was published in accorda	nce with law; no opposition being filed, it is
considered by sections, voted on by yea and nay vote	e, passed and adopted in legal session convened
this 20th day of June, 2023, with the final vote being	g as follows:
YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	APPROVED THIS 20TH DAY OF JUNE, 2023
CHRISTEN HEATH, CITY CLERK CITY OF WEST MONROE STATE OF LOUISIANA	STACI ALBRITTON MITCHELL, MAYOR CITY OF WEST MONROE STATE OF LOUISIANA

City of West Monroe 2023-2024 Annual Budget						
General Fund Budget Summary						
	2021-2022 Actual	2022-2023 Budgeted	2022-2023 YTD Actual	2022-2023 Projected	2023-2024 Proposed	
REVENUES						
Taxes Licenses and Permits Intergovernmental Revenue Charges for Services Fines Investments, Rents, & Contributions Other Financing Sources	19,144,738.78 1,068,678.00 1,115,257.97 2,073,026.72 206,961.41 33,982.79 517,167.03	19,304,650 1,058,650 463,215 2,345,500 214,300 83,250 502,000	10,667,766.95 475,249.23 260,208.70 1,565,602.55 138,547.90 57,073.58 756,598.39	22,116,356.80 1,087,575.00 5,103,810.12 2,755,640.50 278,550.00 61,620.00 915,050.00	22,891,250 1,092,150 511,650 2,587,213 293,900 57,000 705,000	
Total Revenues	24,159,812.70	23,971,565	13,921,047.30	32,318,602.42	28,138,163	
<u>EXPENDITURES</u>						
Elected Council Court Marshal Mayor's Office City Clerk / Finance Director Information Technology City Attorney Inspection Planning & Zoning Maintenance Beautification Police Department Fire Department Sanitation I Garbage Sanitation II Trash City Maintenance Shop Street Department	76,994.64 637,278.60 564,938.12 302,676.49 1,357,585.56 0.00 463,307.36 292,377.02 81,968.27 454,388.05 279,475.91 5,917,724.50 3,256,238.30 858,358.93 704,874.89 387,000.54 968,180.45	85,776 608,230 552,523 335,530 1,050,394 424,225 652,704 287,582 83,807 459,543 358,500 6,020,880 3,256,100 766,464 874,880 449,036 930,525	49,369.86 352,417.12 340,009.87 213,152.14 641,158.34 139,833.86 314,807.91 156,618.41 48,606.30 315,499.15 125,378.98 3,489,909.03 1,968,241.37 526,965.28 440,618.49 240,719.22 602,136.52	86,251.88 617,734.37 576,004.00 486,548.00 969,565.47 308,794.81 593,164.29 273,402.90 84,641.08 606,940.33 202,528.77 6,140,468.29 3,459,660.30 889,814.98 740,392.69 435,599.77 1,000,220.71	86,420 624,185 578,048 720,075 747,900 412,160 548,035 329,093 82,100 596,280 235,300 6,313,577 3,554,403 0 1,636,896 531,980 968,110	
Cemetery Parks & Recreation Operations & Administration	6,878.51 408,231.25	3,000 462,670	1,688.68 239,612.86	2,312.76 453,555.57	0 532,452	

# City of West Monroe 2023-2024 Annual Budget

# General Fund Budget Summary

	2021-2022 Actual	2022-2023 Budgeted	2022-2023 YTD Actual	2022-2023 Projected	2023-2024 Proposed
KIROLI Park	666,339.11	687,500	401,943.77	721,220.51	676,550
Lazarre Park	5,991.81	5,500	2,917.23	5,386.36	5,500
Restoration Park	6,403,31	7,000	3,910.17	8,300.00	7,500
Farmer's Market	49,045.97	50,779	28,956.39	50,422.00	50,830
Convention Center Operations & Admin	253,104.71	222,540	154,386.51	284,162.61	280,320
Convention Center Events	166,043.70	237,381	144,261.97	205,694.91	215,016
Expo Center Operations & Admin	629,164.51	636,130	363,788.81	585,890.88	566,190
Expo Center Events	665,642.27	603,662	433,916.64	964,014.00	891,500
Community Center	263,310.12	292,994	179,793.93	322,264.22	385,400
Economic Development	0.00	0	0.00	0.00	0
Code Enforcement	269,487.12	277,120	161,332.72	275,739.74	293,490
211 Building	13,280.90	17,560	10,606.79	19,100.00	18,370
Section 8	231,517.49	230,685	130,346.54	215,447.64	231,910
Administrative Clearing	2,518,890.94	2,353,187	1,189,600.86	2,657,070.30	2,952,832
Total Expenditures	22,756,699.35	23,284,407	13,412,505.72	24,242,314.14	25,072,423
Excess (Deficiency) Revenues / Expenditures	1,403,113.35	687,158	508,541.58	8,076,288.28	3,065,739
•					
Other Financing Sources (Uses)	0.00	350,000	0.00	0.00	0
Operating Transfers In	0.00 (1,212,388.00)	250,000 (589,875)	(47,899.29)	(7,905,564.00)	(3,000,000)
Operating Transfers Out	(1,212,388.00)	(000,010)	(11,000.20)	((11-11-11-11-11-11-11-11-11-11-11-11-11	
Total Other Financing Sources (Uses)	(1,212,388.00)	(339,875)	(47,899.29)	(7,905,564.00)	(3,000,000)
Excess (Deficiency) Revenues & Other Financing					
Sources / Expenditures & Other Financing Uses	190,725.35	347,283	460,642.29	170,724.28	65,739
Fund Balance Start of Year	11,706,027.00	11,896,752	0.00	11,896,752.35	12,067,477
Fund Balance End of Year	11,896,752.35	12,244,035	460,642.29	12,067,476.63	12,133,216

# City of West Monroe 2023-2024 Annual Budget

# 1986 Sales Tax Capital Budget Summary

	2021-2022 Actual	2022-2023 Budgeted	2022-2023 YTD Actual	2022-2023 Projected	2023-2024 Proposed
REVENUES					
Taxes	6,665,692.89	6,500,000.00	3,429,273.35	7,000,000.00	7,350,000.00
Federal Grants	570,665.51	3,724,169.00	673,399.02	944,377.21	945,003.00
Parish Revenue	0.00	0.00	0.00	620,630.88	0.00
Sewer District 5	0.00	60,000.00	110,631.09	306,105.47	300,000.00
School Board Rev	0.00	0.00	0.00	0.00	0.00
State Revenue	1,079,231.81	3,170,870.00	1,178,755.35	1,853,545.61	2,030,400.00
Investment Earnings	559.46	500.00	377.39	550.00	500.00
Donations	100,000.00	0.00	17,750.00	17,750.00	17,750.00
Other Financing Sources	408,400.00	0.00	0.00	0.00	0.00
Total Revenues	8,824,549.67	13,455,539.00	5,410,186.20	10,742,959.17	10,643,653.00
<u>EXPENSES</u>					
Salary, Wages & Benefits	308,341.03	305,935.00	178,122.71	309,136.57	415,120.00
Professional Services	539,889.54	630,000.00	143,494.60	900,145.37	879,000.00
Repair & Maintenance	1,358,539.52	940,000.00	1,196,060.98	1,962,705.65	1,000,000.00
Capital Purchases	6,659,385.24	10,394,800.00	6,049,958.63	10,990,063.40	11,593,000.00
Miscellaneous	2,315.20	2,190.00	1,277.50	2,190.00	2,190.00
Total Expenses	8,868,470.53	12,272,925.00	7,568,914.42	14,164,240.99	13,889,310.00
Excess (Deficiency)				(0.404.004.00)	(0.045.057.00)
Revenues / Expenses	(43,920.86)	1,182,614.00	(2,158,728.22)	(3,421,281.82)	(3,245,657.00)
Other Financing Sources (Uses)					_ ,,,
Operating Transfers In	171,343.45	0.00	0.00	6,993,729.00	2,112,965.00
Operating Transfers Out	(991,601.04)	(858,190.00)	(429,095.46)	(858,190.92)	(858,190.00)
Total Other Financing Sources (Uses)	(820,257.59)	(858,190.00)	(429,095.46)	6,135,538.08	1,254,775.00

City of V	Vest M	onroe
2023-2024	Annual	Budget

# 1986 Sales Tax Capital Budget Summary

	2021-2022 Actual	2022-2023 Budgeted	2022-2023 YTD Actual	2022-2023 Projected	2023-2024 Proposed
Excess (Deficiency) Revenues & Other Financing				**************************************	
Sources / Expenses & Other Financing Uses	(864,178.45)	324,424.00	(2,587,823.68)	2,714,256.26	(1,990,882.00)
Fund Balance Start of Year	1,048,559.00	552,461.96	184,380.55	184,380.55	2,898,636.81
Fund Balance End of Year	184,380.55	876,885.96	(2,403,443.13)	2,898,636.81	907,754.81

City of West Monroe 2023-2024 Annual Budget					
	WOSC / WOPT	Budget Summa	ıry		
	2021-2022 Actual	2022-2023 Budgeted	2022-2023 YTD Actual	2022-2023 Projected	2023-2024 Proposed
<u>REVENUES</u>					
Federal Grants State Revenue Charges for Services Private Contributions Other Financing Sources	457,553.00 85,368.50 11,039.50 108,251.33 10,174.91	235,000 84,000 10,000 110,000 5,035	295,841.00 82,918.59 8,272.22 34,419.60 9,426.93	408,000.00 110,685.60 13,000.00 103,407.96 11,040.00	235,000 110,000 12,000 100,000 10,040
Total Revenues	672,387.24	444,035	430,878.34	646,133.56	467,040
<u>EXPENSES</u>					
West Ouachita Senior Center West Ouachita Public Transit	525,377.75 453,093.62	491,320 450,523	308,912.97 260,202.37	496,170.99 478,460.44	471,665 531,410
Total Expenses	978,471.37	941,843	569,115.34	974,631.43	1,003,075
Excess (Deficiency) Revenues / Expenses	(306,084.13)	(497,808)	(138,237.00)	(328,497.87)	(536,035)
Other Financing Sources (Uses) Operating Transfers In Operating Transfers Out	306,084.13 0.00	497,808 0	138,237.00 0.00	328,497.87 0.00	536,035 0
Total Other Financing Sources (Uses)	306,084.13	497,808	138,237.00	328,497.87	536,035

# City of West Monroe 2023-2024 Annual Budget

# WOSC / WOPT Budget Summary

	2021-2022 Actual	2022-2023 Budgeted	2022-2023 YTD Actual	2022-2023 Projected	2023-2024 Proposed
Excess (Deficiency)	Actual	Dudgeted	Actual		
Revenues & Other Financing Sources / Expenses & Other Financing Uses	0.00	0	0.00	0.00	0
Retained Earnings Start of Year	0.00	0	0.00	0.00	0
Retained Earnings End of Year	0.00	0	0.00	0.00	0

	DEQ SRP Service Fund	DEQ SRP Reserve Fund	CDBG-ED WPS Service Fund
REVENUES			
Taxes	0.00	0.00	0.00
Interest	0.00	0.00	0.00
Other Revenue	34,457.00	0.00	25,020.00
Total Revenues	34,457.00	0.00	25,020.00
<u>EXPENDITURES</u>			
Principal Retirement & Interest	68,914.00	0.00	24,996.00
Total Expenditures	68,914.00	0.00	24,996.00
Excess (Deficiency)			
Revenues / Expenditures	(34,457.00)	0.00	24.00
Other Financing Sources (Uses)			
Operating Transfers In	34,457.00	0.00	0.00
Operating Transfers Out	0.00	0.00	0.00
Fund Balance Start of Year	42,369.00	34,696.00	24.00
Fund Balance End of Year	42,369.00	34,696.00	48.00

	2015 DFC Service Fund	2018 DFC Service Fund
REVENUES		· · · · · · · · · · · · · · · · · · ·
Taxes	1,813,481.00	0.00
Interest	0.00	0.00
Other Revenue	0.00	0.00
Total Revenues	1,813,481.00	0.00
EXPENDITURES		
Principal Retirement	1,185,000.00	440,000.00
Interest	628,081.00	420,287.00
Administrative Costs	400.00	400.00
Total Expenditures	1,813,481.00	860,687.00
Excess (Deficiency)		***************************************
Revenues / Expenditures	0.00	(860,687.00)
Other Financing Sources (Uses)		
Operating Transfers In	0.00	860,687.00
Operating Transfers Out	. 0.00	0.00
Fund Balance Start of Year	857,850.00	355,884.00
Fund Balance End of Year	857,850.00	355,884.00

·	DEQ SRP Service Fund	DEQ SRP Reserve Fund	CDBG-ED WPS Service Fund
REVENUES		<del> </del>	,
Taxes	0.00	0.00	0.00
Interest	0.00	0.00	0.00
Other Revenue	34,457.00	0.00	25,020.00
Total Revenues	34,457.00	0.00	25,020.00
EXPENDITURES			
Principal Retirement & Interest	68,914.00	0.00	24,996.00
Total Expenditures	68,914.00	0.00	24,996.00
Excess (Deficiency) Revenues / Expenditures	(34,457.00)	0.00	24.00
Other Financing Sources (Uses)			
Operating Transfers In	34,457.00	0.00	0.00
Operating Transfers Out	0.00	0.00	0.00
Fund Balance Start of Year	42,369.00	34,696.00	24.00
Fund Balance End of Year	42,369.00	34,696.00	48.00

	2015 DFC Service Fund	2018 DFC Service Fund
REVENUES		<u></u>
Taxes	1,813,481.00	0.00
Interest Other Revenue	0.00 0.00	0.00 0.00
Other Revenue	0.00	0.00
Total Revenues	1,813,481.00	0.00
EXPENDITURES		
Principal Retirement	1,185,000.00	440,000.00
Interest	628,081.00	420,287.00
Administrative Costs	400.00	400.00
Total Expenditures	1,813,481.00	860,687.00
Excess (Deficiency) Revenues / Expenditures	0.00	(860,687.00)
Other Financing Sources (Uses)		
Operating Transfers In	0.00	860,687.00
Operating Transfers Out	0.00	0.00
Fund Balance Start of Year	857,850.00	355,884.00
Fund Balance End of Year	857,850.00	355,884.00

## **Fiduciary Funds**

	Employee's Workers's Comp Reserve Fund	Hasley Cemetery Trust Fund
REVENUES		
Sales Taxes	0.00	0.00
Interest	0.00	0.00
Lot Sales	0.00	25,000.00
Insurance Proceeds	0.00	0.00
Other	0.00	0.00
Total Revenues	0.00	25,000.00
EXPENDITURES		
Claims Paid	0.00	0.00
Other Misc	0.00	0.00
Total Expenditures	0.00	0.00
Excess (Deficiency)		
Revenues / Expenditures	0.00	25,000.00
Other Financing Sources (Uses)		
Operating Transfer In	0.00	0.00
Operating Transfer Out	0.00	0.00
Total Other Financing Sources (Uses)	0.00	0.00
Excess (Deficiency)	<del></del>	
Revenues & Other Financing		
Sources / Expenditures &		
Other Financing Uses	0.00	25,000.00
Fund Balance Start of Year	534,499.00	670,332.00
Fund Balance End of Year	534,499.00	695,332.00
	***************************************	**************************************

# **Fiduciary Funds**

	KIROLI Foundation Fund	Ouachita Outreach Fund
REVENUES		
Contributions	20,000.00	10,000.00
Interest	0.00	0.00
Program Revenue	80,000.00	0.00
Other	0.00	0.00
Total Revenues	100,000.00	10,000.00
EXPENDITURES .		
Community Development	0.00	10,000.00
Culture and Recreation	100,000.00	0.00
Miscellaneous	0.00	0.00
Total Expenditures	100,000.00	10,000.00
Excess (Deficiency)	***************************************	
Revenues / Expenditures	0.00	0.00
Other Financing Sources (Uses)		
Operating Transfer In	0.00	0.00
Operating Transfer Out	<del>,</del>	
Total Other Financing Sources (Uses)	0.00	0.00
Excess (Deficiency)  Revenues & Other Financing		
Sources / Expenditures & Other Financing Uses	0.00	0.00
Other Financing Uses	0.00	0.00
Fund Balance Start of Year	132,466.00	0.00
Fund Balance End of Year	132,466.00	0.00
	**************************************	

#### **Internal Service Funds**

	Employee's Health Ins Fund
OPERATING REVENUES	
Contributions	
Sales Tax	0.00
Insurance Proceeds	0.00
Group Insurance Premiums	3,000,000.00
•	
Total Revenues	3,000,000.00
Total Nevertues	0,000,000.00
OPERATING EXPENSES	
Claims Paid	2,400,000.00
Administrative Services	570,000.00
Administrative Services	370,000.00
Total Operating Expenses	2,970,000.00
Total Operating Expenses	2,970,000.00
Not Operating Income	30,000.00
Net Operating Income	30,000.00
NON-OPERATING REVENUES	
Transfers - In	0.00
Interest Income	0.00
mercot modific	0.00
Total Non-Operating Revenues	0.00
Total (4011-Operating Nevertues	0.00
NET INCOME	30,000.00
N In 1 11 VO VIII In Accordance Company of the Comp	00,000.00
RETAINED EARNINGS AT BEGINNING OF YEAR	0.00
THE PRINTED OF THE PR	0.00
RETAINED EARNINGS AT END OF YEAR	30,000.00
INCIMITED EVIVINIACO VI FIAD OL LEVIV	30,000.00

	Street Maintenance Fund	West Ouachita Senior Center Fund	Emergency Food & Shelter Program Fund
REVENUES			
Taxes	290,000.00	0.00	0.00
Intergovernmental	0.00	345,000.00	0.00
Interest	0.00	0.00	0.00
Other	0.00	122,040.00	10,000.00
Total Revenues	290,000.00	467,040.00	10,000.00
EXPENDITURES			
Public Safety	0.00	0.00	0.00
Public Works	400,000.00	0.00	0.00
Community Development	0.00	1,003,075.00	10,000.00
Other	0.00	0.00	0.00
Capital Expenditures & Major Repairs	0.00	0.00	0.00
Total Expenditures	400,000.00	1,003,075.00	10,000.00
Excess (Deficiency)			
Revenues / Expenditures	(110,000.00)	(536,035.00)	0.00
Other Financing Sources (Uses)			
Operating Transfer In	110,000.00	536,035.00	0.00
Operating Transfer Out	0.00	0.00	0.00
Total Other Financing Sources (Uses)	110,000.00	536,035.00	0.00
Excess (Deficiency) Revenues & Other Financing Sources / Expenditures &			
Other Financing Uses	0.00	0.00	0.00
Fund Balance Start of Year	0.00	0.00	0.00
Fund Balance End of Year	0.00	0.00	0.00

	Officer Witness Court Fee Fund	Section 8 Housing Fund	General Insurance Fund
REVENUES			A
Taxes	0.00	0.00	24,000.00
Intergovernmental	0.00	1,920,500.00	0.00
Interest	0.00	600.00	0.00
Other	17,500.00	185,953.00	20,000.00
Total Revenues	17,500.00	2,107,053.00	44,000.00
EXPENDITURES			
Public Safety	5,000.00	0.00	0.00
Public Works	0.00	0.00	0.00
Community Development	0.00	2,074,974.00	0.00
Other	0.00	0.00	244,000.00
Capital Expenditures & Major Repairs	0.00	0.00	0.00
Total Expenditures	5,000.00	2,074,974.00	244,000.00
Excess (Deficiency)			
Revenues / Expenditures	12,500.00	32,079.00	(200,000.00)
Other Financing Sources (Uses) Operating Transfer In Operating Transfer Out	0.00 0.00	0.00 0.00	200,000.00 0.00
Total Other Financing Sources (Uses)	0.00	0.00	200,000.00
Excess (Deficiency) Revenues & Other Financing Sources / Expenditures & Other Financing Uses	12,500.00	32,079.00	0.00
Fund Balance Start of Year	35,100.00	266,519.00	0.00
Fund Balance End of Year	47,600.00	298,598.00	0.00

	West Monroe OMV Fund	Miscellaneous Grants Fund	Americorps Grant Fund
REVENUES		**************************************	
Taxes	0.00	0.00	0.00
Intergovernmental	0.00	0.00	150,000.00
Interest	0.00	0.00	0.00
Other	0.00	5,000.00	0.00
Total Revenues	0.00	5,000.00	150,000.00
<u>EXPENDITURES</u>			
Public Safety	17,000.00	0.00	0.00
Public Works	0.00	0.00	0.00
Community Development	0.00	0.00	150,000.00
Other	0.00	5,000.00	0.00
Capital Expenditures & Major Repairs	0.00	0.00	0.00
Total Expenditures	17,000.00	5,000.00	150,000.00
Excess (Deficiency)			
Revenues / Expenditures	(17,000.00)	0.00	0.00
Other Financing Sources (Uses)			
Operating Transfer In	17,000.00	0.00	0.00
Operating Transfer Out	0.00	0.00	0.00
Total Other Financing Sources (Uses)	17,000.00	0.00	0.00
Excess (Deficiency) Revenues & Other Financing Sources / Expenditures & Other Financing Uses	0.00	0.00	0.00
Fund Balance Start of Year	0.00	15,656.00	5,196.00
Fund Balance End of Year	0.00	15,656.00	5,196.00

	Keep West Monroe Beautiful Fund	Metro Narcotics LCLE Grant Fund	LCDBG Projects Fund
REVENUES			
Taxes	0.00	0.00	0.00
Intergovernmental	0.00	120,000.00	50,000.00
Interest	0.00	0.00	0.00
Other	10,000.00	0.00	0.00
Total Revenues	10,000.00	120,000.00	50,000.00
EXPENDITURES			
Public Safety	0.00	120,000.00	0.00
Public Works	0.00	0.00	50,000.00
Community Development	34,000.00	0.00	0.00
Other	0.00	0.00	0.00
Capital Expenditures & Major Repairs	0.00	0.00	0.00
Total Expenditures	34,000.00	120,000.00	50,000.00
Excess (Deficiency)	-		
Revenues / Expenditures	(24,000.00)	0.00	0.00
Other Financing Sources (Uses) Operating Transfer In Operating Transfer Out	24,000.00 0.00	0.00 0.00	0.00 0.00
Total Other Financing Sources (Uses)	24,000.00	0.00	0.00
Excess (Deficiency) Revenues & Other Financing Sources / Expenditures & Other Financing Uses	0.00	0.00	0.00
Fund Balance Start of Year	0.00	2,614.00	61,236.00
Fund Balance End of Year	0.00	2,614.00	61,236.00

	Capital Campaign Fund	1986 Sales Tax Capital Improv Fund	Economic Development District Fund
REVENUES			
Taxes	0.00	7,350,000.00	1,860,000.00
Intergovernmental	0.00	3,293,653.00	0.00
Interest	0.00	500.00	0.00
Other	250,000.00	0.00	0.00
Total Revenues	250,000.00	10,644,153.00	1,860,000.00
<u>EXPENDITURES</u>			
Public Safety	0.00	0.00	0.00
Public Works	0.00	0.00	0.00
Community Development	250,000.00	0.00	1,041,000.00
Other	0.00	0.00	0.00
Capital Expenditures & Major Repairs	0.00	13,889,310.00	0.00
Total Expenditures	250,000.00	13,889,310.00	1,041,000.00
Excess (Deficiency)		The state of the s	
Revenues / Expenditures	0.00	(3,245,157.00)	819,000.00
Other Financing Sources (Uses)			
Operating Transfer In	0.00	2,112,965.00	0.00
Operating Transfer Out	0.00	(858,190.00)	(1,304,015.00)
Total Other Financing Sources (Uses)	0.00	1,254,775.00	(1,304,015.00)
Excess (Deficiency) Revenues & Other Financing Sources / Expenditures & Other Financing Uses	0.00	(1,990,382.00)	(485,015.00)
Fund Balance Start of Year	369,150.00	2,898,637.00	972,195.00
Fund Balance End of Year	369,150.00	908,255.00	487,180.00

# STATE OF LOUISIANA

# CITY OF WEST MONROE

ORDINANCE NO	MOTION BY:
	SECONDED BY:
AN ORDINANCE TO ADOPT THE BUDG THE FISCAL YEAR OF JULY 1, 2023 THE CITY OF WEST MONROE, LOUISIANA.	
SECTION 1. BE IT ORDAINED by the Ma	ayor and Board of Aldermen of the City of West
Monroe, Louisiana, in regular and legal session conv	ened, that the Budget attached hereto and made
a part hereof as Exhibit "A" for the fiscal year July	1, 2023 through June 30, 2024 for the City of
West Monroe, Louisiana, be and same hereby is add	opted as the budget for the Utility Fund for the
City of West Monroe, Louisiana.	
The above ordinance was introduced on May	16, 2023, in regular and legal session convened;
notice of this ordinance was published in accordan	nce with law; no opposition being filed, it is
considered by sections, voted on by yea and nay vote	, passed and adopted in legal session convened
this 20th day of June, 2023, with the final vote being	g as follows:
YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	APPROVED THIS 20TH DAY OF JUNE, 2023
CHRISTEN HEATH, CITY CLERK CITY OF WEST MONROE STATE OF LOUISIANA	STACI ALBRITTON MITCHELL, MAYOR CITY OF WEST MONROE STATE OF LOUISIANA

# City of West Monroe 2023-2024 Annual Budget

	<b>Utility Enterprise F</b>	Fund Budget Su	mmary		
	2021-2022 Actual	2022-2023 Budgeted	2022-2023 YTD Actual	2022-2023 Projected	2023-2024 Proposed
REVENUES					
Charges for Services	5,671,485.65	5,978,937	3,385,524.33	5,917,376.60	6,031,175
Fine & Fees	0.00	0	0.00	0.00	0
Investment, Rents & Contributions	0.00	0	0.00	0.00	0
Other Financing Sources	2,425.00	2,000	1,192.46	2,000.00	2,000
Total Revenues	5,673,910.65	5,980,937	3,386,716.79	5,919,376.60	6,033,175
<u>EXPENSES</u>	***************************************		***************************************		
Public Works Administration	447,011.95	430,285	301,859.13	513,759.70	466,900
Field Operations - Tech	585,557.84	591,490	368,956.06	591,678.76	461,868
Plant Operations - Water	909,968.65	802,300	678,465.15	1,009,435.00	995,950
Field Operations - WSD	685,942.46	734,450	463,471.84	885,422.61	1,073,630
Plant Operations - Sewer	2,860,167.59	2,712,875	1,597,411.80	2,576,753.20	2,665,450
Preventative Maint CIP	17,807.45	14,300	37,815.06	140,749.02	301,414
Administrative Clearing	242,975.76	232,500	191,775.50	310,528.07	411,000
Total Expenses	5,749,431.70	5,518,200	3,639,754.54	6,028,326.36	6,376,212
Excess (Deficiency)					
Revenues / Expenses	(75,521.05)	462,737	(253,037.75)	(108,949.76)	(343,037)
Other Financing Sources (Uses)					
Operating Transfers In	0.00	0	0.00	0.00	0
Operating Transfers Out DEQ SRP Service Fd	(68,848.00)	(69,097)	0.00	(68,848.00)	(69,097
Operating Transfers Out DEQ Resv	0.00	0	0.00	0.00	0
Operating Transfers Out Cap Additions	0.00	0	0.00	0.00	. 0
Operating Transfers Out Other		0	0.00	0.00	C
Total Other Financing Sources (Uses)	(68,848.00)	(69,097)	0.00	(68,848.00)	. (69,0 <del>°°</del>

# City of West Monroe 2023-2024 Annual Budget

# Utility Enterprise Fund Budget Summary

	2021-2022 Actual	2022-2023 Budgeted	2022-2023 YTD Actual	2022-2023 Projected	2023-2024 Proposed
Excess (Deficiency) Revenues & Other Financing					
Sources / Expenses & Other Financing Uses	(144,369.05)	393,640	(253,037.75)	(177,797.76)	(412,134)
Retained Earnings Start of Year	743,906.00	599,537	599,536.95	599,536.95	421,739
Retained Earnings End of Year	599,536.95	993,177	346,499.20	421,739.19	9,605

#### STATE OF LOUISIANA

#### CITY OF WEST MONROE

ORDINANCE NO	MOTION BY:	
	SECONDED BY:	

AN ORDINANCE TO AUTHORIZE THE CITY OF WEST MONROE, LOUISIANA, TO ENTER INTO A LEASE OF CERTAIN DESCRIBED PROPERTY OR PROPERTIES OWNED BY THE CITY BUT SUBJECT TO FEMA RESTRICTIONS, EACH OF WHICH IS NOT NEEDED FOR ANY PUBLIC PURPOSE BY THE CITY OF WEST MONROE, LOUISIANA; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the City of West Monroe, Louisiana, owns certain immovable properties which are subject to certain FEMA restrictions but which properties are not needed for public purposes, and each of which has limited use; and

WHEREAS, the City of West Monroe, Louisiana, will benefit from these proposed lease agreements by releasing itself of the maintenance obligations of the property and avoiding the negative appearance of unused or abandoned parcels; and

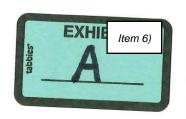
WHEREAS, the terms and conditions, and the benefits to be received by the City of West Monroe under the proposed lease agreements are fair and reasonable, and are beneficial to the City of West Monroe and its residents.

NOW, THEREFORE:

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe, Louisiana, is hereby authorized to enter into a lease agreement with William Edward Pearson, relating to certain personal, restricted use of certain immovable property located at 104 Royal St., West Monroe, which is not intended for any public purpose and which is owned by the City of West Monroe, Louisiana, all subject to all terms, conditions and provisions of that agreement attached hereto as Exhibit "A", which includes a full legal description, lessee obligations, and applicable FEMA restrictions.

SECTION 2. The above ordinance was introduced on April 18, 2023, in legal session convened; notice of this ordinance was published three times in fifteen (15) days, one week apart, as required by R.S. 33:4711; no opposition being filed, it is considered by sections, voted on by yea and nay vote, passed and adopted in legal session convened this 16th day of May, 2023, with the final vote being as follows:

YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	
	APPROVED THIS 16TH DAY OF
	MAY, 2023
CHRISTEN HEATH, CITY CLERK	STACI ALBRITTON MITCHELL, MAYOR
CITY OF WEST MONROE	CITY OF WEST MONROE
STATE OF LOUISIANA	STATE OF LOUISIANA



#### **LEASE**

BEFORE THE UNDERSIGNED notaries public, each duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

CITY OF WEST MONROE, LOUISIANA, a political subdivision of the State of Louisiana, located in Ouachita Parish, Louisiana, herein appearing through its duly authorized by its Mayor

together with its employees, agents, and elected official hereinafter referred to as "CITY", and

**WILLIAM EDWARD PEARSON,** a major resident of Union Parish, Louisiana, whose mailing address is 387 Point Place Road, Downsville, Louisiana 71234

hereinafter referred to as "TENANT".

#### WITNESSETH:

CITY does hereby and by the presents, lease and let unto Tenant, the "leased premises" being the following described property, to-wit:

Lots 16, 17, and 18 of West Monroe Commercial Center in Section 46, Township 18, Range 3 East, West Monroe, Ouachita Parish, Louisiana, as per plat of record in Plat Book 11, page 123, records of Ouachita Parish, Louisiana, with a municipal address: 104 Royal St, West Monroe

This Lease is made for a term of three (3) years, commencing on the 16<sup>th</sup> day of May, 2023, and ending on the 15<sup>th</sup> day of May, 2026, and thereafter shall automatically renew for consecutive periods of one (1) year unless either CITY or TENANT notify the other in writing more than 30 days prior to expiration of the then existing term, or unless otherwise terminated under the provisions of this Lease.

The cause and consideration of this Lease shall be the receipt by CITY of an initial payment of ONE HUNDRED FIFTY AND NO/100 (\$150.00) DOLLARS to offset the initial costs incurred by CITY, plus the payment of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS per year, which shall be paid in advance of each lease year, together with the obligation throughout the term of this Lease of TENANT keeping and maintaining the leased premises free from obnoxious weeds or grasses, and maintaining the leased premises in a clean and litter-free condition.

TENANT shall not construct any permanent structures, buildings, or other appurtenances upon the subject property other than approved fencing, all of which shall be removed at the termination of this Lease, and shall comply with and abide by all federal, state and city laws, rules, and regulations, including without limitation all environmental laws and regulations, and shall particularly comply with the provisions and restrictions on Exhibit "A".

Use of the leased premises shall be only by TENANT or TENANT's wholly controlled entities, and TENANT shall not sublease all or any portion of the leased premises to another, or allow use of all or any portion of the leased premises by another, or otherwise use the leased premises for any commercial purpose other than parking of vehicles or storage of items otherwise allowed under the applicable zoning laws.

TENANT shall utilize the leased premises at its own risk and assumes full and complete responsibility for the condition the leased premises; and CITY shall not be liable for injury to any person whatsoever caused by any defect in the leased premises, TENANT shall fully indemnify CITY against any expense, loss, cost, damage, claim, action or liability paid, suffered or incurred in any way or manner arising out of the use or operation of the leased premises by TENANT, and TENANT's agent, servants, employees, customers, or others, whether or not due

Page 2 of 4 31

Item 6)

to the carelessness, negligence, or improper conduct of TENANT, its agents, servants, employees, customers, or others.

TENANT agrees to carry and furnish public liability insurance during the term of this lease and any renewal thereof, with limits of not less than \$100,000.00 for injury, loss or damage sustained by one person in any one incident and not less than the sum of \$250,000.00 for injury or damage sustained by more than one person in any one accident, covering not less than \$100,000.00 in property damage, providing proof of such insurance coverage at inception of this Lease and at each renewal of the policy.

It is understood and agreed that the violation of any clause or provision of this Lease shall entitle CITY, at its sole option, to immediately terminate this Lease.

All notices provided herein to the respective parties shall be given in writing and by personal service or by U.S. mail to the following addresses:

#### CITY:

Name Mayor, City of West Monroe, Louisiana

Address 2305 North 7<sup>th</sup> Street

West Monroe, LA 71291

mayorsoffice@westmonroe.la.gov

318-396-2600

#### TENANT:

Name William Edward Pearson Address 387 Point Place Road

Downsville, La 71234

bill@pearsonbaseballacademy.com

318-372-5551

TENANT shall have the right to cancel this Lease at any time during the primary term or any extended term upon ninety (90) days prior written notice to the CITY. No refund of the initial or annual payments shall be made upon cancellation.

Page 3 of 4

THUS DONE AND SIGN	ED, before me, Notary, and the undersigned competent
witnesses, in Ouachita Parish, State	e of Louisiana in duplicate original, this day of May,
2023.	
WITNESSES:	
	_ CITY OF WEST MONROE, LOUISIANA
Printed Name:	BY:
	BY: STACI ALBRITTON MITCHELL, Mayor
Printed Name:	
LOUIS THUS DONE AND SIGN	C. CALDWELL, NOTARY PUBLIC SIANA BAR ROLL NO. 03786  IED, before me, Notary, and the undersigned competent e of Louisiana in duplicate original, this day of May,
2023.	o of Edulation in displaced original, the and of Frig,
WITNESSES:	TENANT
Printed Name:	WILLIAM EDWARD PEARSON
Printed Name:	_
NOT	ARY PUBLIC, ID NO
Printed 1	Name:
My Con	mission Expires:

C:\Users\2016\Dropbox\CITY\MISCELLANEOUS WEST MONROE FILES\Lease of properties acquired with FEMA funding (1303)\LEASE Pearson v1.wpd

#### CITY OF WEST MONROE

ORDINANCE NO	MOTION BY:	
	SECONDED BY:	

AN ORDINANCE TO CODIFY SECTION 2 OF ORDINANCE NO. 5062 BY ENACTING SEC. 7-1019.1 OF THE CODE OF ORDINANCES, CITY OF WEST MONROE, LOUISIANA; AND TO CODIFY SEC. 2 OF ORDINANCE NO. 5063 BY ENACTING SECTION 7-2010.2 OF THE CODE OF ORDINANCES, CITY OF WEST MONROE, LOUISIANA; TO PROVIDE FOR AN EFFECTIVE DATE; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, Ordinance No. 5062 of the Code of Ordinances, City of West Monroe, Louisiana, amending the provisions of Sec. 7-1019, was adopted on May 10, 2022; and

WHEREAS, Ordinance No. 5063 of the Code of Ordinances, City of West Monroe, Louisiana, amending the provisions of Sec. 7-2010, was adopted on May 10, 2022; and

WHEREAS, each of Ordinance No. 5062 and Ordinance No. 5063 each included a Section 2, which was then enacted but for which no specific section of the Code of Ordinances was assigned, resulting in those provisions being difficult to locate - and as a result, each should now be specifically included in a designated section of the Code.

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 Section 7-1019.1 be enacted, to now provide as follows, to-wit:

#### "Sec. 7-1019.1. Consumer Price Index adjustments.

Beginning with calendar year 2023, the charges imposed by subsections (b) (1) a. (ii), (b) (1) b. (ii), (b) (1) c. (ii), (b) (1) d. (ii), (b) (1) e. (ii), (b) (2) a. (ii), (b) (2) b. (ii), (b) (2) c. (ii), (b) (2) d. (ii), (b) (2) e. (ii), and (c) of Sec. 7-1019 shall be increased for all billings after June 30th by the average annual increase over the previous year in the Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted, as published by the United States Department of Labor, utilizing the value reflected for March of the then current calendar year over the value reflected for March of then previous calendar year."

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 Section 7-2010.2 be enacted, to now provide as follows, to-wit:

## "Sec. 7-2010.2. Consumer Price Index adjustments.

Beginning with calendar year 2023, the charges imposed by subsections (a) (1) and (a) (2) and subsections (b) (1) and (b) (2) shall be increased for all billings after June 30th by the average annual increase over the previous year in the Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted, as published by the United States Department of Labor, utilizing the value reflected for March of the then current calendar year over the value reflected for March of then previous calendar year."

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 amendment shall be effective on May 17, 2023;

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 16<sup>th</sup> day of May, 2023, the final vote being as follows:

and adopted the 16" day of May, 2023, the final vote being as follows:		
YEA:		
NAY:		
NOT VOTING:		
ABSENT:		
ATTEST:		
	APPROVED THIS 16TH DAY OF MAY, 2023	
CHRISTEN HEATH, CITY CLERK	STACI ALBRITTON MITCHELL, MAYOR	
CITY OF WEST MONROE	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 EXMAJOR DISPLAY, INC. FOR THE ACCURACY THE SCOREBOARD SYSTEMS FOR THE COMPLEX; AND TO OTHERWISE PRO	QUISITION AND INSTALLATION OF HE WEST MONROE INDOOR SPORTS
SECTION 1. BE IT ORDAINED by the I	Mayor and Board of Aldermen of the City of West
Monroe, Louisiana, in regular and legal session co	onvened, that Staci Albritton Mitchell, as Mayor
of the City of West Monroe, Louisiana, be and she	e is hereby authorized to execute on behalf of the
City of West Monroe, Louisiana, a contract to acqu	aire and install the scoreboard system for the West
Monroe Indoor Sports Complex from Major Disp	play, Inc., a copy of which is attached as Exhibit
"A".	
SECTION 2. BE IT FURTHER ORDAIN	NED by the Mayor and Board of Aldermen of the
City of West Monroe, Louisiana, in regular and lega	al session convened, that Staci Albritton Mitchell,
as Mayor of the City of West Monroe, Louisiana,	be and she is hereby further authorized to further
negotiate the terms and provisions of that purchas	se and installation; and thereafter to take any and
all actions and to execute the agreement and ar	ny and all further documents she deems either
necessary or proper to carry out the activities arisin	g out of the agreement described above according
to its terms and intent.	
The above Ordinance was read and consider	ered by Sections at a public meeting of the Mayor
and Board of Aldermen, in regular and legal session	on convened, voted on by yea or nay vote, this 16 <sup>th</sup>
day of May, 2023, the final vote being as follows:	:
YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	APPROVED THIS 16TH DAY OF MAY, 2023
CHRISTEN HEATH, CITY CLERK CITY OF WEST MONROE STATE OF LOUISIANA	STACI ALBRITTON MITCHELL, MAYOR CITY OF WEST MONROE STATE OF LOUISIANA



# $\blacksquare AIA^{\circ}$ Document A151 - 2019

## Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings, and Equipment (FF&E)

AGREEMENT made as of the day of in the year (In words, indicate day, month, and year.)

#### BETWEEN the Owner:

(Name, legal status, address, and other information)

West Monroe Sports Complex 875 Constitution Dr. West Monroe, LA 71292

#### and the Vendor:

(Name, legal status, address, and other information)

Major Display, Inc. Glen Whittaker 131 Franklin Plaza #114 Franklin, NC 28734 sales@majordisplay.com

for the following Project:
(Name, location, and detailed description)
West Monroe Sports Complex
875 Constitution Dr. West Monroe, LA 71292
Installed Scoreboards Project

#### The Architect:

(Name, legal status, address, and other information)

TBA Studio 103 Cypress St West Monroe, LA 318-340-1550

The Owner and Vendor agree as follows.

#### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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#### ARTICLE 1 GENERAL PROVISIONS

#### § 1.1 Governing Law, including the Uniform Commercial Code

This Agreement is for the sale of goods, specifically furniture, furnishings, and equipment (FF&E), and shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rule and including the jurisdiction's Uniform Commercial Code (UCC) as adopted. If this Agreement conflicts with terms provided by the UCC, the Agreement shall prevail. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.7.

#### § 1.2 The Contract Documents

The Contract Documents are enumerated in Article 15 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Vendor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the Vendor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

#### § 1.3 The Contract

The Contract Documents form the Contract for the Work. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior proposals, offers, terms and conditions, negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Vendor. The primary purpose of the Contract is the sale of goods, and any services provided are incidental to such primary purpose.

#### § 1.4 Modifications

A Modification is a written amendment to the Contract for changes in the Work signed by both parties or a written order for a minor change in the Work signed by the Architect. A minor change in the Work is a change that is consistent with the intent of the Contract Documents and does not involve an adjustment in the Contract Sum or an extension of the Contract Time.

#### § 1.5 The Work

The Work means the Vendor's performance, including the sale of FF&E and any incidental fabrication, shipping, warehousing, delivery, installation, and other items or services required by the Contract Documents and provided, or to be provided, by the Vendor. The Work includes all labor, materials, temporary protection, storage, and equipment necessary to fulfill the Vendor's obligations, except as specifically indicated in the Contract Documents to be the responsibility of others. The Work may constitute the whole or a part of the Project.

#### § 1.6 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### § 1.7 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.7.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Vendor, sub-vendors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.7.2 The Vendor, sub-vendors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 1.8 and 1.9, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Vendor, sub-vendors, and suppliers may not use the Instruments of Service on other projects, or in connection with additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

#### § 1.8 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203<sup>TM</sup>—2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

#### § 1.9 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203<sup>TM</sup>\_2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202<sup>TM</sup>\_2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its vendors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

#### § 1.10 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

#### § 1.11 Notice

§ 1.11.1 Except as otherwise provided in Section 1.11.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203<sup>TM</sup>\_2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 1.11.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

#### § 1.12 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Vendor, assign the Contract to a lender providing financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Vendor shall execute all consents reasonably required to facilitate such assignment.

#### ARTICLE 2 CONTRACT SUM AND PAYMENTS

#### § 2.1 Contract Sum

§ 2.1.1 The Owner shall pay the Vendor the Contract Sum in current funds for the Vendor's performance of the Contract. The Contract Sum shall be ninety four thousand two hundred thirty five dollars (\$94,235), subject to additions and deductions as provided in the Contract Documents.

#### § 2.1.2 Alternates

§ 2.1.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	N/A

§ 2.1.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A	N/A	N/A

#### § 2.1.3 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A	N/A	N/A

§ 2.1.4 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
N/A	N/A

#### § 2.1.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

\$250 (two hundred fifty dollars) per day based on the installation scope being incorporated into the project schedule.

#### § 2.1.6 Other:

Init.

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(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

#### § 2.2 Payments

§ 2.2.1 The Owner shall make payments to the Vendor in conformance with the following payment terms: (Insert payment terms, such as payment due dates, deposit requirements, and prompt payment discounts, if any.)

Progress payments, \$400 due upon receipt of shop drawings, \$43,917.50 due upon accepted delivery of all hardware, \$43,917.50 due upon completed installation, and \$6,000 due upon final punch list completion.

- § 2.2.2 When payment is due pursuant to the payment terms of Section 2.2.1, the Vendor shall submit to the Owner an itemized invoice, supported by data substantiating the Vendor's right to payment.
- § 2.2.3 Except with the Owner's knowledge and consent, the Vendor shall not engage in any activity, or offer any employment, interest, or contribution to the Owner's employees or consultants, that would reasonably appear to compromise the Owner's employees' or consultants' judgment with respect to this Project.

#### ARTICLE 3 TIME

#### § 3.1 Contract Time

- § 3.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for completion of the Work. The Contract Time shall be measured from the date of commencement. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.
- § 3.1.2 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement, the Vendor confirms that the Contract Time is a reasonable period for performing the Work.
- § 3.1.3 If the Vendor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Vendor's control; or (3) other causes that the Vendor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 14.
- § 3.1.4 If the Vendor fails to achieve completion of the Work as provided in this Article 3, liquidated damages, if any, shall be assessed as set forth in Section 2.1.5.

#### § 3.2 Date of Commencement

The date of commencement of the Work shall be: (Check one of the following boxes.)

[ X	]	The date of this Agreement.
]	]	A date set forth in a notice to proceed issued by the Owner.
[	]	Established as follows:  (Insert a date or a means to determine the date of commencement of the Work)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

#### § 3.3 Completion

§ 3.3.1 Completion of the Work occurs upon acceptance of all FF&E in the Contract Documents in accordance with Article 8.

§ 3.	3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Vendo	r shall achieve
con	pletion of the entire Work:	

(Check the appropriate box and complete the necessary information.)

[	]	Not later than ( ) calendar days from the date of commencement of the Work
[	]	By the following date:

§ 3.3.3 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to completion of the entire Work, the Vendor shall achieve completion of such portions by the following dates:

 $\begin{array}{cc} \textbf{Portion of Work} & \textbf{Completion Date} \\ N/A & N/A \end{array}$ 

#### ARTICLE 4 OWNER

#### § 4.1 The Owner's Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall not be changed without ten days' prior notice to the Vendor. The Owner identifies the following representative:

(Name, address, email address, and other information)

The Sports Facilities Companies (Mike Mays or others as deemed necessary) 600 Cleveland St.
Suite 910
Clearwater, FL 33755

727-474-3845

#### § 4.2 Information and Services Required of the Owner

§ 4.2.1 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

- § 4.2.2 Unless otherwise provided in the Contract Documents, the Owner shall provide
  - .1 areas of the Project premises that the Vendor may use to perform the Work;
  - .2 access to the Project premises for the Vendor at reasonable times;
  - .3 information regarding any restrictions on the use of, or access to, the Project premises;
  - .4 suitable space for receipt, inspection, acceptance, and staging of materials and FF&E;
  - .5 utilities and facilities on the Project premises and vertical transportation necessary for progress and execution of the Work; and
  - .6 a secured premises for storage of FF&E until acceptance.
- § 4.2.3 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall furnish any other information or services under the Owner's control and relevant to the Vendor's performance of the Work with reasonable promptness after receiving the Vendor's written request for such information or services.

#### ARTICLE 5 VENDOR

#### § 5.1 The Vendor's Representative

The Vendor shall identify a representative authorized to act on behalf of the Vendor with respect to the Project. The Vendor's representative shall not be changed without ten days' prior notice to the Owner and Architect. The Vendor identifies the following representative:

(Name, address, email address, and other information)

Major Display, Inc.

Glen Whittaker

131 Franklin Plaza

#114

Init.

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User Notes:

Franklin, NC 28734 sales@majordisplay.com

- § 5.2 The Vendor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents by activities or duties of the Architect in the Architect's administration of the Contract.
- § 5.3 The Vendor shall coordinate its Work with the work provided by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor may communicate with the Owner's other vendors, consultants, and contractors, for the purposes of completing the Work. The Vendor shall keep the Owner reasonably informed of any such communications. The Vendor shall be entitled to rely on the accuracy and completeness of work and information furnished by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor shall provide prompt written notice to the Owner if the Vendor becomes aware of any error, omission, or inconsistency in such work or information.

#### § 5.4 Review of Contract Documents and Inspection of Project Premises by Vendor

- § 5.4.1 Execution of the Contract by the Vendor is a representation that the Vendor has visited the Project premises, if required in the Contract Documents, and correlated personal observations with requirements of the Contract Documents.
- § 5.4.2 Before starting each portion of the Work, including placing orders for FF&E, the Vendor shall (1) carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 4.2; (2) visit and inspect the Project premises in order to gain an understanding of the conditions under which the Work is to be performed; (3) determine availability of facilities for access, delivery, transportation, and staging; (4) determine any restrictions imposed by the Owner and the Owner's separate vendors and contractors; and (5) correlate observations with the requirements of the Contract Documents. The Vendor shall promptly report to the Owner and Architect conditions observed that would impede the Vendor's performance of the Work. The Vendor's obligations to review the Contract Documents are for the purpose of facilitating delivery and installation by the Vendor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Vendor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Vendor as a request for information in such form as the Architect may require. It is recognized that the Vendor's review is made in the Vendor's capacity as a vendor and not as a licensed design professional, unless otherwise specifically provided for in the Contract Documents.
- § 5.4.3 The Vendor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Vendor shall promptly report to the Architect any nonconformity discovered by or made known to the Vendor as a request for information in such form as the Architect may require.
- § 5.4.4 If the Vendor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Vendor's notices or requests for information pursuant to Sections 5.4.2 or 5.4.3, the Vendor shall submit Claims as provided in Article 14. If the Vendor fails to perform the obligations of Sections 5.4.2 or 5.4.3, the Vendor shall pay such costs and damages to the Owner, subject to Section 14.12, as would have been avoided if the Vendor had performed such obligations. If the Vendor performs those obligations, the Vendor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies, or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

#### § 5.5 Supervision

- § 5.5.1 The Vendor shall supervise and direct the Work using the Vendor's best skill and attention. The Vendor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures of fabrication, shipment, delivery, and installation, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.
- § 5.5.2 The Vendor shall be responsible to the Owner for acts and omissions of the Vendor's employees, sub-vendors, and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Vendor or any of its sub-vendors.

§ 5.5.3 The Vendor shall be responsible for inspection of portions of the Work already performed to determine that such portions are in proper condition for subsequent Work.

#### § 5.6 Labor and Materials

- § 5.6.1 Unless otherwise provided in the Contract Documents, the Vendor shall provide and pay for labor, materials, tools, installation equipment and machinery, delivery, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- § 5.6.2 The Vendor shall enforce strict discipline and good order among the Vendor's employees and other persons carrying out the Work. The Vendor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- § 5.6.3 The Vendor shall make no substitution or change in the Contract Documents unless done in accordance with a Modification, and after providing the Architect notice and a reasonable opportunity to evaluate the proposed substitution or change and consult with the Owner.

#### § 5.7 Taxes

The Vendor shall pay sales, consumer, use, and other similar taxes that are legally enacted when quotes are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

#### § 5.8 Permits, Fees, Notices, and Compliance with Laws

- § 5.8.1 Unless otherwise provided in the Contract Documents, the Vendor shall secure and pay for permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- § 5.8.2 The Vendor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Vendor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Vendor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

#### § 5.9 Allowances

The Vendor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select items under allowances with reasonable promptness. Allowance amounts shall include the costs to the Vendor of items delivered at the Project premises and all required taxes, less applicable trade discounts. Vendor's costs for unloading and handling at the Project premises, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Modification. The amount of the Modification shall reflect the difference between actual costs and the allowances under Section 2.1.4.

#### § 5.10 Vendor's Schedules

- § 5.10.1 The Vendor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a progress schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the progress of the Work and Project, shall be related to the entire Project, and shall provide for expeditious and practicable execution of the Work.
- § 5.10.2 The Vendor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.
- § 5.10.3 The Vendor's progress schedule shall indicate dates for commencement and completion of phases of the Work within the Contract Time, including dates for order placement, fabrication, shipping, delivery, and installation. The schedule shall indicate other critical dates, such as deadlines for approval of submittals of colors, finishes, and materials. The Vendor shall obtain and submit for the Owner's and the Architect's information written confirmation from sub-vendors of dates of fabrication and delivery.

§ 5.10.4 The Vendor shall cooperate with the Owner and Architect in coordinating the Vendor's progress schedule with those of contractors and separate vendors and with the requirements of the Owner and Architect. The Vendor shall cooperate in determining mutually acceptable dates and times for delivery, installation, and inspection of the Work, and use of services and facilities provided to the Vendor, all to be confirmed in writing within a reasonable time in advance of such dates and times.

#### § 5.11 Submittals

§ 5.11.1 The Vendor shall review for compliance with the Contract Documents and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents in coordination with the Vendor's progress schedule and in such sequence as to allow the Architect reasonable time for review. By submitting shop drawings, product data, samples, and similar submittals, the Vendor represents to the Owner and Architect that the Vendor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field installation criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals. Shop drawings, product data, samples and similar submittals are not Contract Documents.

§ 5.11.2 The Vendor shall provide the Owner with available manufacturer's warranty documents, product data, and material safety data sheets.

#### § 5.12 Cleaning Up

The Vendor shall keep the Project premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Vendor shall remove waste materials, rubbish, the Vendor's tools, construction equipment, machinery, and surplus material from and about the Project.

#### § 5.13 Access to Work

The Vendor shall provide the Owner and Architect with reasonable access to the Work in preparation and progress wherever located.

#### § 5.14 Indemnification

§ 5.14.1 To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 5.14.1.

- § 5.14.2 In claims against any person or entity indemnified under Section 5.14.1 by an employee of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 5.14.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Vendor or sub-vendor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- § 5.14.3 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Vendor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any sub-vendor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Vendor. If approved by the applicable court, when required, the Vendor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

#### ARTICLE 6 TITLE AND RISK OF LOSS

- § 6.1 Title to all FF&E shall be transferred to the Owner upon acceptance in accordance with Article 8.
- § 6.2 The risk of loss with respect to all FF&E provided by the Vendor shall remain with the Vendor, and the Owner has no obligation to insure such FF&E, until acceptance in accordance with Article 8.

#### ARTICLE 7 DELIVERY AND INSTALLATION

- § 7.1 The Vendor shall deliver FF&E in accordance with the Vendor's progress schedule, or at a time agreed upon by the Owner and Architect, and in accordance with Article 5.
- § 7.2 Delivery and installation of all FF&E shall be made at the Project premises unless otherwise specified in the Contract Documents.
- § 7.3 The Vendor shall coordinate with the Owner regarding the logistics of the Vendor's delivery and installation obligations at the Project premises.

#### ARTICLE 8 ACCEPTANCE

- § 8.1 The Owner and Architect may conduct a preliminary inspection of FF&E within seven days after its delivery to the Project premises for the purpose of verifying the delivery and quantities. Preliminary inspections shall not constitute acceptance of, taking charge over, or taking control of, such FF&E. The Architect shall report to the Vendor any defects, damage, deficiencies, or nonconformity observed during the preliminary inspection.
- § 8.2 When the Vendor considers the Work, or a portion thereof which the Owner agrees to accept separately, to be complete, the Vendor shall notify the Owner and Architect. The Vendor shall allow the Owner and Architect a reasonable amount of time to inspect the FF&E to determine, based on conformance with the Contract Documents, if it is accepted or rejected in whole or in part. Based on the Architect's recommendation to the Owner and the Owner's own inspection, if any, the Owner shall accept or reject the FF&E, in whole or in part.
- § 8.3 If the Owner rejects any of the FF&E, the Owner, or the Architect acting on behalf of the Owner, shall notify the Vendor within seven days of the date of inspection, specifying the basis for such rejection. Upon rejection, the Vendor shall provide a remedy and evidence of arrangements to accomplish such remedy. The Owner shall allow the Vendor a reasonable amount of time to remedy the rejected FF&E. When the Vendor considers the remedied FF&E to be complete, the parties shall follow the procedures set forth in Section 8.2. If the Owner rejects any of the FF&E for a second time, the Owner shall promptly notify the Vendor and the Vendor shall promptly remove the rejected FF&E from the Project premises and refund payments made for such rejected goods to the Owner. If the Vendor disagrees with an Owner's rejection, the Vendor may make a claim.
- § 8.4 FF&E not inspected in accordance with Section 8.2 or rejected in accordance with Section 8.3 shall be deemed accepted.
- § 8.5 The Owner's acceptance under this Article 8 cannot be revoked; however, the provisions of this Article 8 do not preclude recovery of damages as provided by law. The Owner's acceptance, or failure to discover a Vendor's breach after acceptance, shall not bar the Owner from making claims in accordance with Article 14 or from remedies and damages due to the Vendor's breach of this Agreement, including the Vendor's breach of warranties in Article 9.

#### ARTICLE 9 WARRANTIES

- § 9.1 The Vendor warrants to the Owner that the FF&E furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Vendor further warrants that the FF&E will conform to the requirements of the Contract Documents. FF&E not conforming to these requirements may be considered defective. The Vendor's warranty excludes remedy for damage or defect caused by abuse, alterations to the FF&E not executed by the Vendor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.
- § 9.2 The Vendor assigns to the Owner all FF&E manufacturers' warranties and guarantees upon acceptance in accordance with Article 8.
- § 9.3 The Vendor hereby provides to the Owner all warranties relating to the FF&E implied by law, including the warranty of merchantability and warranty of fitness for a particular purpose.
- § 9.4 The Vendor acknowledges that no exclusion of, or limitation on, warranties contained in any proposal, product literature, or other submittal shall affect the warranties provided in this Article 9.

#### ARTICLE 10 ARCHITECT

- § 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during the Vendor's performance, and until completion, of the Work. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.
- § 10.2 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Vendor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with sub-vendors and suppliers shall be through the Vendor. Communications by and with separate vendors shall be through the Owner. The Contract Documents may specify other communication protocols.
- § 10.3 The Architect will assist the Owner in coordinating schedules for fabrication, delivery, and installation of the Work, but will not be responsible for failure of the Vendor or a sub-vendor to meet schedules for completion or to perform their respective duties and responsibilities in conformance with applicable schedules.
- § 10.4 The Architect will visit the Project premises at intervals appropriate to the stage of the Work, or as otherwise agreed with the Owner, to become generally familiar with, and to keep the Owner informed about, the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will not have control over, charge of, or responsibility for, the means, methods, techniques, sequences, or procedures of fabrication, shipment, delivery, storage, or installation, or for the safety precautions and programs in connection with the Work, as these are solely the Vendor's rights and responsibilities under the Contract Documents.
- § 10.5 The Architect may order minor changes in the Work. The Architect's order for minor changes shall be in writing. If the Vendor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Vendor shall notify the Architect and shall not proceed to implement the change in the Work. If the Vendor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Vendor waives any adjustment to the Contract Sum or extension of the Contract Time.
- § 10.6 The Architect will conduct inspections of FF&E and provide recommendations as set forth in Article 8. Pursuant to Article 8, the Architect is only responsible for identifying defects, deficiencies, or nonconformities that the Architect actually observes, or reasonably should observe, during its inspections. The Architect is not required to make exhaustive or continuous inspections to fulfill its responsibilities in Article 8 and has no responsibility to discover latent defects.
- § 10.7 The Architect will review and approve or take other appropriate action upon the Vendor's submittals such as shop drawings, product data, and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

#### ARTICLE 11 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS

- § 11.1 The Owner shall coordinate the activities of the Owner's own forces and of each separate vendor or contractor, if any, with the Work.
- § 11.2 If the Work depends for proper execution or results upon activities by the Owner or a separate vendor or contractor, the Vendor shall, prior to proceeding with that portion of the Work, promptly report to the Owner and Architect apparent discrepancies or defects in, or arising from, the activities of the Owner or separate vendors or contractors, that would impede the Vendor in achieving proper execution and results. If the Vendor fails to report reasonably discoverable discrepancies or defects, it shall be responsible for deficiencies or defects in its Work due to such deficiencies or defects.
- § 11.3 The Vendor shall reimburse the Owner for costs the Owner incurs that are payable to a separate vendor or contractor because of the Vendor's delays, improperly timed activities, or damage to the work of a separate vendor or contractor. The Owner shall be responsible to the Vendor for costs the Vendor incurs because of the delays, improperly timed activities, or damage to the Work caused by a separate vendor or contractor.

§ 11.4 If a dispute arises among the Vendor, separate vendors, or contractors, and the Owner as to the responsibility under their respective contracts for maintaining the Project premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

#### ARTICLE 12 PROTECTION OF PERSONS AND PROPERTY

#### § 12.1 Safety Precautions and Programs

The Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Vendor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work, and materials and FF&E to be incorporated therein, whether in storage on or off the Project premises, under care, custody, or control of the Vendor or sub-vendors; and
- .3 other property at the Project premises or adjacent thereto.

The Vendor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Vendor shall promptly remedy damage and loss to property caused in whole or in part by the Vendor, sub-vendors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Vendor is responsible under Sections 12.1.2 and 12.1.3. The Vendor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect, or of anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Vendor. The foregoing obligations of the Vendor are in addition to the Vendor's obligations under Section 5.14.

#### § 12.2 Hazardous Materials and Substances

§ 12.2.1 The Vendor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Vendor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Project premises by the Vendor, the Vendor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Vendor. By written agreement between the Owner and Vendor, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Vendor's reasonable additional costs of shutdown, delay, and start-up.

§ 12.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Vendor, sub-vendors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 12.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 12.2.3 If, without negligence on the part of the Vendor, the Vendor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Vendor for all cost and expense thereby incurred.

#### ARTICLE 13 INSURANCE

§ 13.1 The Vendor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Article 13 or elsewhere in the Contract Documents. The Vendor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Vendor shall maintain the required insurance from the date of commencement of the Work to the date of completion of the Work, unless a different duration is stated below.

§ 13.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million dollars (\$ 1,000,000) each occurrence for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Vendor's indemnity obligations under Section 5.14.
- § 13.3 Automobile Liability covering vehicles owned by the Vendor and non-owned vehicles used by the Vendor, with policy limits of not less than one hundred thousand dollars (\$ 100,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.
- § 13.4 The Vendor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Sections 13.2 and 13.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- § 13.5 Workers' Compensation at statutory limits.
- § 13.6 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000) policy limit.
- § 13.7 If the Vendor is required to furnish professional services as part of the Work, the Vendor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.
- § 13.8 The Vendor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article 13 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final invoice and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 13.1. The certificates will show the Owner as an additional insured on the Vendor's Commercial General Liability and excess or umbrella liability policy.
- § 13.9 The Vendor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Vendor.
- § 13.10 To the fullest extent permitted by law, the Vendor shall cause the commercial liability coverage required by this Article 13 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Vendor's negligent acts or omissions during the Vendor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Vendor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.
- § 13.11 Within three (3) business days of the date the Vendor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Article 13, the Vendor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Vendor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Vendor. The furnishing of notice by the Vendor shall not relieve the Vendor of any contractual obligation to provide any required coverage.

#### § 13.12 Other Insurance Provided by the Vendor

(List below any other insurance coverage to be provided by the Vendor and any applicable limits.)

#### § 13.13 Waiver of Subrogation

§ 13.13.1 The Owner and Vendor waive all rights against (1) each other and any of their sub-vendors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) separate vendors or contractors, if any, and any of their sub-vendors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Vendor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, separate vendors and contractors, and sub-vendors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 13.13.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual, or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 13.13.2 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Vendor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Vendor shall make payments to their consultants and sub-vendors in similar manner.

#### ARTICLE 14 CLAIMS AND DISPUTES

#### § 14.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 14.6, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

^]	Arottration pursuant to Section 14.7 of this Agreement
]	Litigation in a court of competent jurisdiction
]	Other (Specify)
	N/A

If the Owner and Vendor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction located in Ouachita Parish, Louisiana, with interpretations under the law of Louisiana.

§ 14.2 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 12.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 14.12, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

#### § 14.3 Notice of Claims

Claims by either the Owner or Vendor shall be initiated by notice to the other party in accordance with Section 1.11.2.

#### § 14.4 Time Limits on Claims

The Owner and Vendor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement, whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more

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User Notes:

than 10 years after the date of completion of the Work. The Owner and Vendor waive all claims and causes of action not commenced in accordance with this Section 14.4.

- § 14.5 If a claim, dispute, or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien procedures, including notice or filing deadlines.
- § 14.6 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- § 14.7 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof (reference 14.1).
- § 14.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
- § 14.9 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.
- § 14.10 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### § 14.11 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Vendor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

#### § 14.12 Waiver of Claims for Consequential Damages

The Vendor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons;
- .2 damages incurred by the Vendor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Work.

**User Notes:** 

(1849782382)

This mutual waiver is applicable, without limitation, to all consequential damages. Nothing contained in this Section 14.12 shall be deemed to preclude an assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

#### ARTICLE 15 **ENUMERATION OF CONTRACT DOCUMENTS**

- § 15.1 The Contract Documents are defined in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.
- § 15.2 The Agreement is this executed AIA Document A151TM\_2019, Standard Form of Agreement Between Owner and Vendor for Furniture, Furnishings, and Equipment.
- § 15.3 AIA Document E203<sup>TM</sup>\_2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below: (Insert the date of the E203–2013 incorporated into this Agreement.)

#### § 15.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

§ 15.5 The Drawings			
• •	ings here or refer to an exhibit att	ached to this Agreement.)	
The drawings were is	sued in the RFP that was issued 0	04/17/2023 and acknowledged by em	ail 04/18/2023 at 1:14p
Number	Title	Date	
N/A	N/A	N/A	
§ 15.6 The Addenda,	if any:		
Number		Date	Pages
N/A		N/A	N/A

- § 15.7 Additional documents, if any, forming part of the Contract Documents:
  - Other Exhibits:

(Check all boxes that apply.)

The Sustainability Plan:

litle	Date	Pages
N/A	N/A	N/A
[ ]	Supplementary and other Conditions of the Contract:	

Document	Title	Date	Pages
N/A	N/A	N/A	N/A

Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents.)

OWNER (Signature)	VENDOR (Signature)	
(Printed name and title)	(Printed name and title)	

### Additions and Deletions Report for

AIA® Document A151™ – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 21:21:31 ET on 05/15/2023.

#### PAGE 1

West Monroe Sports Complex 875 Constitution Dr. West Monroe, LA 71292

...

(Name, legal status, address, and other information)

Major Display, Inc.
Glen Whittaker
131 Franklin Plaza
#114
Franklin, NC 28734
sales@majordisplay.com

...

West Monroe Sports Complex 875 Constitution Dr. West Monroe, LA 71292 Installed Scoreboards Project

...

TBA Studio 103 Cypress St West Monroe, LA 318-340-1550 PAGE 2

...-

1—5 GENERAL PROVISIONS PAGE 4

<u>N/A</u>

•••

§ 2.1.1 The Owner shall pay the Vendor the Contract Sum in current funds for the Vendor's performance of the Contract. The Contract Sum shall be (\$-), ninety four thousand two hundred thirty five dollars (\$94,235), subject to additions and deductions as provided in the Contract Documents.

•••

	<u>N/A</u>	<u>N/A</u>	
	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
•••			
	<u>N/A</u>	<u>N/A</u>	N/A
	<u>N/A</u>	<u>N/A</u>	
\$250 (two	o hundred fifty dollars) per day based on the	installation scope being incor	porated into the project schedule.
<u>N/A</u>			
•••			

Progress payments, \$400 due upon receipt of shop drawings, \$43,917.50 due upon accepted delivery of all hardware,

\$43,917.50 due upon completed installation, and \$6,000 due upon final punch list completion.

[X] The date of this Agreement.

PAGE 6

<u>N/A</u>

The Sports Facilities Companies (Mike Mays or others as deemed necessary) 600 Cleveland St.
Suite 910
Clearwater, FL 33755
727-474-3845

Major Display, Inc.
Glen Whittaker
131 Franklin Plaza
#114
Franklin, NC 28734
sales@majordisplay.com

PAGE 12

§ 13.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$ ) each occurrence, (\$ ) general aggregate, and (\$ ) aggregate one million dollars (\$ 1,000,000 ) each occurrence for products-completed operations hazard, providing coverage for claims including PAGE 13

§ 13.3 Automobile Liability covering vehicles owned by the Vendor and non-owned vehicles used by the Vendor, with policy limits of not less than one hundred thousand dollars (\$ 100,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.
<b></b>
§ 13.6 Employers' Liability with policy limits not less than <u>one million dollars (\$ 1,000,000</u> ) each accident, <u>one million dollars (\$ 1,000,000</u> ) each employee, and <u>one million dollars (\$ 1,000,000</u> ) policy limit.
§ 13.7 If the Vendor is required to furnish professional services as part of the Work, the Vendor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and one million dollars (\$ 1,000,000) in the aggregate.  PAGE 14
<u>N/A</u>
$[\underline{X}]$ Arbitration pursuant to Section 14.7 of this Agreement
<b></b>
N/A
If the Owner and Vendor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.jurisdiction located in Ouachita Parish, Louisiana, with interpretations under the law of Louisiana. PAGE 15
§ 14.7 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.thereof (reference 14.1).  PAGE 16
<u>N/A</u>
<b></b>
The drawings were issued in the RFP that was issued 04/17/2023 and acknowledged by email 04/18/2023 at 1:14pm.
<u>N/A</u> <u>N/A</u>
<b></b>

<u>N/A</u>

N/A

<u>N/A</u>

N/A

N/A

<u>N/A</u>

N/A

<u>N/A</u>

N/A

<u>N/A</u>

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User Notes:

## **Certification of Document's Authenticity**

AIA® Document D401 ™ - 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 21:21:31 ET on 05/15/2023 under Order No. 2114431102 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A151 <sup>TM</sup> – 2019, Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings, and Equipment (FF&E), other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)			
(Title)			
(Dated)			

		<b>CHANGE ORDE</b>	R	No.	3
				Dated:	May 16, 2023
OWNER'S Contra	act No.:	C22018	ENGINEER'S Proj	ject No.:	225386
Project:	TREATME	/EST MONROE WASTEWATE NT FACILITY EXCHANGE PROJECT	R		
CONTRACTOR:		SAN-TECH, INC.		, .	
Contract For:	GAC Exchan	ge in Filters	Contract Date:	September 21, 2022	
To:		SAN-TECH, INC. Contractor	0	-	
You are directed	I to make the d	changes noted below in the subject	Contract.	City of West Mo	2100
				City of West Mo	iroe
			By: Dated:	Staci Albritton Mitc May 16, 2023	hell
Nature of Change	98:	Tank Repairs and Final Quantities			
Enclosures:		Change Order Detail			

Page 1

Contract Price Prior to This Change Order:

Net (Increase) Resulting from this Change Order:

Current Contract Price Including this Change Order:

883,375.00

25,802.00

909,177.00

\$

Contract Time Prior to This Change Order:		<b>269</b> Days
Net (Add) Resulting from This Change Order:		<b>45</b> Days
Current Contract Time Including This Change Order:		<b>314</b> Days
		· · · · · · · · · · · · · · · · · · ·
The Above Changes Are Recommended:		S. E. HUEY CO. Project Engineer
	By: Date:	Calo Loligro
The above Changes Are Approved As Recommended:		City of West Monroe Owner
	Ву:	Staci Albriton Mitchell
	Date:	
The above Changes Are Accepted:		SAN-TECH, INC. Contractor
	Ву:	
	Date:	5 ~ 17 ~ 23

Project:	City of West Monroe Wastewater Treatment Facility								
	2022 GAC Exchange Project								
Job#:	209886	CI	nange Orde	r No. 3	Co	ntract Date:		September 21, 2022	
Date of Con	npletion	A	mount of Co	ntract			Contract	Days	
Original:		Current:	\$883,375.	00		Current	269		
Revised:		Revised:	\$909,177.			Revised:	314		
	Contract Items			Current			Change Or	Order No. 3	
Item No.	Item Description	Unit	Quantity	Unit \$	Extension	New Total Quantity	Difference	Extension	
1	Performance Bonds & Insurance	LS	1	\$11,200.00	\$11,200.00	1	0	\$0.00	
2	Carbon Removal & Replacement	EA	10	\$62,300.00	\$623,000.00	10	0	\$0.00	
3	Inspection & Report of Interior Surfaces	EA	10	\$720.00	\$7,200.00	10	0	\$0.00	
4	Move Out & Clean Up Site	EA	1	\$2,100.00	\$2,100.00	1	0	\$0.00	
5	Surface Prep & Recoating Vessel Interior Surfaces	EA	10	\$23,947.50	\$239,475.00	10	0	\$0.00	
6	Tank Repairs	LS	0	\$25,802.00	\$0.00	1	1	\$25,802.00	
			,						
						-			
			-			-			
			<u> </u>						
,									
				Project Cost In	crease (Decrease)	:		\$25,802.00	
		Contr	act Amount:	Current:	\$883,375.00	Revised	:	\$909,177.00	

BY:

W.B.Sanders, Jr., San-Tech, Inc.

WWTP GAC Exchange - Tank Repairs (Change Order No. 3)							
Vessel	Materials	Labor Rate	Hours	Labor	OH&P	Amount	
Tank 1	\$292.50	\$91.23	10.8	\$980.72	\$225.88	\$1,499.10	
Tank 2	\$292.50	\$91.23	10.8	\$980.72	\$225.88	\$1,499.10	
Tank 3	\$321.30	\$91.23	12.0	\$1,094.76	\$247.40	\$1,663.46	
Tank 4	\$535.50	\$91.23	19.5	\$1,778.99	\$412.34	\$2,726.83	
Tank 5	\$330.75	\$91.23	12.4	\$1,131.25	\$254.06	\$1,716.06	
Tank 6	\$486.90	\$91.23	18.0	\$1,642.14	\$374.91	\$2,503.95	
Tank 7	\$623.55	\$91.23	23.0	\$2,098.29	\$479.90	\$3,201.74	
Tank 8	\$623.55	\$91.23	23.0	\$2,098.29	\$479.90	\$3,201.74	
Tank 9	\$428.70	\$91.23	15.7	\$1,432.31	\$329.87	\$2,190.88	
Tank 10	\$564.75	\$91.23	20.8	\$1,897.58	\$434.86	\$2,897.19	
Subtotal	\$4,500.00	Total for 4 man crew		\$15,135.06	\$3,465.00	\$23,100.00	
						\$23,100.06	
San-Tech OH&P + Bond					\$2,702.00	\$2,702.00	
Total						\$25,802.00	

#### CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No.C22018	ENGINEER'S Job No. 225386
Project: WWTP	_
CONTRACTOR: San-Tech, Inc.	
Current Contract For: <u>\$909,177.00</u>	Contract Date: September 21, 2022
This Certificate of Substantial Completion applies the following specified parts thereof:	
Nor	ne specified.
	West Monroe WNER
	<mark>Гесh, Inc.</mark> RACTOR
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

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

## May 4, 2023 Date of Substantial Completion

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

except as follows:
None
The responsibilities between <b>OWNER</b> and <b>CONTRACTOR</b> shall be as follows:
RESPONSIBILITIES:
OWNER: Normal operation and maintenance
CONTRACTOR: Provide a 1-year warranty of materials and workmanship.
The following documents are attached to and made a part of this Certificate:  N/A
N/A 
ACCEPTED BY OWNER : City of West Monroe
By: Date: Staci Albritton Mitchell, Mayor
EXECUTED BY CONSULTANT: S. E. Huey Co.
BY: Date: Robert L. George, IV, P.E
The CONTRACTOR accepts this Certificate of Substantial Completion on, 20
San-Tech, Inc. CONTRACTOR
DV.

# MAY 16, 2023 WEST MONROE CITY COUNCIL MEETING ENGINEERING UPDATE L&A, INC. PROJECT NO. 23E038.00

#### Kiroli Walk Trail Improvements - City Project No. C22002

• D&J Construction completed the 50 foot section of trail rehab Monday May 15.

#### Sunshine Heights Drainage Improvements – City Project No. C22024

• State Project Manager kickoff meeting scheduled for June 14.

#### **Good Hope Road Water Main Extension**

Week of May 22 contractor to make final tie-in & perform the final clean-up and seed & hay the job.

#### **Coleman Avenue Sewer Relocation**

• Don Barron Contractor tentatively scheduled to begin construction the week of May 22.

#### **Cotton Street Improvements**

• Completing cost estimates for Cotton Street improvements including various underground utility improvements in order to apply for DRA funding.

#### **Class Street Sanitary Sewer**

• Our firm will be performing & preparing the topographic survey for the Class Street area including sanitary sewer gravity mains, services, and cleanouts along with other utilities and/or drainage facilities that may conflict with the gravity sewer.

## West Monroe

### INFRASTRUCTURE PROJECT UPDATE

5.16.23

UNDER CONSTRUCTION			
Project	Description	Funding	Status
Tupawek Estates Sidewalks	Construction of sidewalk along Tupawek Drive to provide a safe corridor for pedestrians within the neighborhood.	City	Under Construction.
Otis Street (Urban Systems) H.014680	Mill & Overlay, add bike/ped path.	Urban Systems (80/20)	Under Construction.
Natchitoches Street (Urban Systems)	Mill & Overlay, improve drainage, add bike lane.	Urban Systems (80/20)	Under Construction.
Flood Buyout Program (HMGP)	Purchase and remove 24 flood-prone homes within the City.	FEMA/City	15 Properties acquired and demolished.
Highland Park Commercial Subdivision	Development of the east end of the golf course land to sell as commercial property.	DRA/City	Final tie-in complete and an on site inspection performed on 4/27 with contractor and City personnel to address all remaining items.
Highland Park Trails Parking Lot	Construction of a crushed stone parking lot off of Otis Street for users of the walking trails at Highland Park	City	Project complete. Contractor has applied for Retainage.
DRA: Cypress/Slack Sanitary Sewer Improvements	Replacement of sanitary sewer lines in the vicinity of Cypress Street.	DRA/City	Under construction.
Arlington Place and Mallard Ave Water Main Replacement	Installation of new water main and connection of house services to provide more reliable water service.	CWEF/City	Under construction.
WWTP GAC Exchange	Replacement of Granulated Activated Carbon filter media.	City	Complete.
La Watershed Initiative – Flood Acquisitions	\$5.2M awarded for Buyouts.	LWI	Public meeting conducted by OCD on 10/17/22.
New Kiroli Road Bridge (North)	Replacement of bridge on Kiroli Road with box culverts.	Capital Outlay	Notice to Proceed for this week.
Constitution & Sh. Const. Dr. (Urban Systems) H.014689	Pulverize and rebuild road base and pavement.	Urban Systems (80/20)	Project bid 3/8/23 (LaDOTD). Contract documents being prepared by LaDOTD.
Industrial Park Drainage Improvements (EDA)	Drainage improvements including cross drains, piping, and ditches.	EDA/City	Under Construction.

#### **Project Classifications**

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

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



IN DESIGN								
Project	Description	Funding	Status					
Kiroli Sidewalk Project	Install new sidewalks along Kiroli Road from Post Oak Apartments to Arkansas Road. Install pedestrian crossing at Kiroli Elementary.	DOTD TAP (80/20)	Pursuing additional funding from DOTDTAP.					
Black Bayou Canal - 2016 Flood Damage Repairs	Public Assistance (PA) damage claims to the concrete canal.	FEMA/CDBG/ City	Pursuing additional funding via federal appropriations.					
Black Bayou Canal Improvements (HMGP)	Improvements including cleaning, widening, and armoring portions of the Black Bayou Canal south of I-20.	FEMA/City	Awaiting FEMA Phase 1 review comments.					
Highland School Area Sidewalks	Construction of sidewalks along Arlene Street to provide a safe pedestrian route to school.	LaDOTD/City	Comments addressed. Plans resubmitted to LaDOTD.					
Mane Street Rehabilitation Phase 2 (Urban Systems)	Mill & Overlay Mane Street from Downing Pines Rd to Interchange.	Urban Systems	95% Preliminary submitted to LaDOTD.					
New Drago Sanitary Sewer Lift Station	New sanitary sewer lift station to replace Drago LS. Design funded through LaDEQ. Seeking EDA funding for construction.	LaDEQ/City	LDH comments addressed. Final plan revisions underway. Wetlands mitigation complete. Rate study pending (state-supplied).					
New Austin Sanitary Sewer Lift Station	EDA/City	Environmental clearance/survey phase.						
Arkansas Rd. (N. 7th St. to Trenton Street)	Mill, patch, and overlay (3,325LF). Fill in ditch. Add 10' path.	Urban Systems (80/20)	Utility relocation plans being put together for permitting.					
North 7th Street (Hwy. 143) Restriping (5–Lane)	Restriping N. 7th from Cypress to Arkansas to add center turn lane for Highland Commercial Subdivision.	City	Waiting on DOTD approval.					
North 7th Street Bicycle/Pedestrian Path (Arkansas Rd to Otis St)	Construction of 10' wide concrete path along the east side of North 7th Street.		Design 75% Lighting Specs for DOTD review. Environmental Review Complete.					
LaDOTD Safe Routes to Public Places: McMillan Library Sidewalks	New sidewalk along McMillan Road, from Hilton Street to the library.	SRTPP	DOTD is conducting feasibility study. Surveying underway.					
Downtown - Trenton/Wood Sewer	Sewer line improvements.	City	LDH permit approved.					
Mid-City Drainage (Fed Approp/FEMA-PDM)	Drainage improvements between Trenton Street and Black Bayou Canal. (\$2.4 m Award)	FEMA/City	Appropriation awarded. Application for FEMA program submitted April 14, 2023.					
Flanagan Street Water Main Replacement	Replacement of existing 4" W.M. along Flanagan with a 6" W.M.	CWEF/City	CWEF contract (CEA) executed and submitted. Ready to go out for pricing.					

#### **Project Classifications**

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

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





# Fire Incident Summary Report



**Print Date/Time:** 05/16/2023 13:02

csimmons

Login ID: Station:

Incident Type(s): All

From Date: 04/01/2023

**To Date:** 04/30/2023 **Location:** All

West Monroe Fire Department

FDID Number: 37020

#### **General Information**

Total Number of Calls	Fire:	7	EMS:	134	Unknown:	1	All	217
Average Calls per Day	Fire:	0.24	EMS:	4.62	All:	7.48		
Total Number of Arson Calls	_AII:	2						
Estimated Dollar Loss	Fire:	\$158,800.00	Other:	\$0.00	All:	\$158,800.00	Arson:	\$150,000.00
Estimated Value	Fire:	\$158,800.00	Other:	\$0.00	All:	\$158,800.00	Arson:	\$150,000.00
Percentage Saved	Fire:	0.00%	Other:	0.00%	All:	0.00%	Arson:	0.00%
Total Injuries	Fire Service:	0	Civilian Fire:	0	EMS:	0	Arson:	0
Total Fatalities	Fire Service:	0	Civilian Fire:	0	Arson:	0		
Total Apparatus Responses	All:	556						
Average Responses per Day	All:	7.48						
Average Apparatus per Call	Fire:	3.43	EMS:	2.41	All:	2.56		
Average Turnout Time	All:	00:00:54						
Average Response Time	All:	00:04:38						
Average Contain Time	All:	00:00:00						
Average Total Time	All:	00:16:31						
Average Personnel per Call	Fire:	6.14	EMS:	3.93	All:	4.45		
Total Aid Given Calls	AII:	0						
Total Aid Received Calls	AII:	0						

Item 14)

ACCOUNTING PERIOD 10/2023

City of West Monroe REVENUE REPORT 83% OF YEAR LAPSED

PREPARED 05/16/2023, 16:08:44 PROGRAM: GM259L

City of West Monroe

FUND 001 General Fund ESTIMATED ACTUAL %REV ESTIMATED ACTUAL %REV ESTIMATED UNREALIZED BALANCE ACCOUNT DESCRIPTION ACCOUNT 310 Taxes 311 Property Tax 57,371.32-916,670 1,157,371.32 1,100,000 10 00 Real Property 91,667 20,356.80 .00 20 00 Personal Property 126 1,100,000 57,371.32-20.356.80 916,670 1,157,371.32 91,667 311 Property Tax 313 Sales & Use Tax 1,408,333 101 14,083,330 2,672,123.37 4,993.10 14,227,876.63 101 16,900,000 00 00 1,426,713.68 Sales & Use Tax 1,667 1,437.86 16,670 15,006.90 90 20,000 10 00 Auto Rental Tax 86 14,242,883.53 101 16,920,000 2,677,116.47 1,428,151.54 101 14,100,000 313 Sales & Use Tax 1,410,000 Gross Receipts Business 316 387,500 330,625,58 85 465,000 134,374.42 38,750 33,496.67 86 10 61 Insurance Premuim Tax 33,496.67 387,500 330,625.58 85 465.000 134,374.42 316 Gross Receipts Business 38,750 Other Taxes 165,000 77,000 137,500 76,092.67 55 88,907.33 20 10 13,750 CATV 101,443.05 24,443.05-200,727.70-6,417 47,500 37,886.21 64,170 158 20 15 590 ATMOS Gas 20 20 20 25 475,000 162 570,000 56,937.42 120 Entergy .00 .00 Adelphia .00 0 812,000 136,263.42-140 676,670 948,263.42 140 20 \* Franchise Tax 67,667 94,823.63 94,823.63 812,000 136,263.42-67,667 140 676,670 948,263.42 140 318 Other Taxes 319 Penalties and Interest 1,452.22 2,165.82-2,500 2,080 1,047.78 10 10 Property Tax 208 504.92 243 Occupational License 2,818.02 4,170 7,165.82 172 10 60 417 89.65 69 150 60.35 10 61 Insurance 13 638 3,322.94 521 6,380 8,303.25 130 7,650 653.25-10 \* Taxes 653,25-638 3,322.94 521 6,380 8,303.25 130 7,650 319 Penalties and Interest 2,617,202.90 1,608,722 1,580,151.58 16,087,220 16,687,447.10 19,304,650 310 Taxes Licenses and Permits 320 321 Business Licenses 26,016.50 1.0 1.0 2,083 685.00 20,830 125 25,000 1.016.50-Alcoholic Beverages 58,194.74-70,417 34,002.10 48 704,170 903,194.74 128 845,000 10 60 Occupational .00 ROW Usage Lic 0 .00 .00 10 62 .00 .00 0 .00 Ō 10 65 Taxi Permits 870,000 59,211,24-10 \* 72,500 34,687,10 725.000 929,211.24 128 Business Licenses

ACCOUNTING PERIOD 10/2023

City of West Monroe RÉVENUE REPORT 83% OF YEAR LAPSED

PREPARED 05/16/2023, 16:08:44 PROGRAM: GM259L

LA Comm on Law Enfrcemnt

City of West Monroe

17 00

FUND 001 General Fund \*\*\*\*\*\*\* CURRENT \*\*\*\*\*\*\* ESTIMATED ACTUAL %REV \*\*\*\*\*\* YEAR-TO-DATE \*\*\*\*\*\* ANNUAL UNREALIZED ACCOUNT BALANCE ESTIMATE ESTIMATED ACTUAL %REV DESCRIPTION ACCOUNT 550.00-13,330 16,550.00 124 16,000 1,333 750.00 Contractor Certificate 20 10 128 886,000 59,761.24-738,330 945,761.24 73,833 35.437.10 48 321 Business Licenses 322 Nonbusiness 4,647.13 5,674.00 45,713.00 10 10 10 20 10 25 10 30 17,106.48 362.00 5,910.97 58,330 14,580 70,000 5,833 1,458 65,352.87 112 Building 11,826.00 29,287.00 17,500 75,000 81 Electrical 47 6,250 62,500 Plumbing 3,310.00 .00 5,190.00 0 0 708 7,080 Gas 8,500 .00 10 35 Heat & Air 130 25.00 19 150 125.00 10 40 Mobile Home .00 111,680.87 78 171,150 59,469.13 23,379.45 142,620 14,262 164 10 \* Inspection Permits .00 .00 .00 20 10 House Moving 50.00 50.00-.00 Rental Inspection Ω 20 15 500.00 1,250 4,250.00 340 1,500 2,750.00-400 20 20 ROW Usage 1,250 4,300.00 344 1,500 2,800.00-125 500.00 4.00 20 \* Special Permits 143.870 115,980.87 81 172,650 56,669.13 14,387 23,879.45 166 322 Nonbusiness 882,200 1,061,742.11 1.058.650 3,092.11-320 88,220 59,316.55 Licenses and Permits Intergovernmental Revenue 330 Federál Grants 331 18 00 21 00 22 00 192,240 230,685.00 19,224 .00 .00 230,685 Section 8 .00 .00 .00 FEMA 76,405.07-Ō Ō .00 .00 Dept of Homeland Security 76,405.07 Dept of Justice 40 00 .00 22,596.00-.00 22,596.00 LA Comm Law Enf Adm CrmJS 43 00 .00 192,240 99,001.07 52 230,685 131,683.93 331 Federal Grants 19,224 332 Ouachita Parish 23,000 2,196.70-25,196.70 131 Court Support 7,856.67 410 19,170 10 00 .00 12 00 13 00 0 .00 0 .00 Workforce Development .00 District Attorney .00 0 .00 2,196.70-1,917 7.856.67 410 19,170 25, 196, 70 131 23,000 332 Ouachita Parish 334 State Revenue .00 .00 .00 0 11 00 State Revenue 0 0 .00 Dpt of Military Affairs LA Hwy Safety Commission 12 00 .00 .00 11,715.61-7,083 9.919.44 70,830 96,715.61 137 85,000 14 00 15 00 140 .00 .00 .00 Office of Business Devel .00 Homeland Secrty & Emg Prp 16 00 .00 .00 Ô

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ACCOUNTING PERIOD 10/2023

City of West Monroe REVENUE REPORT 83% OF YEAR LAPSED

PREPARED 05/16/2023, 16:08:44 PROGRAM: GM259L

City of West Monroe

FUND 001 General Fund

	COUNT		neral Fund ACCOUNT DESCRIPTION	******** ESTIMATED	CURRENT ***** ACTUAL	**** %REV	******* YE. ESTIMATED	AR-TO-DATE *** ACTUAL	**** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
	21 0 25 0 29 0 90 1 90 1 90 2	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Division of Administratio Culture Rec & Tourism DOTD State Signal Light Misc Rev State Street Maint	0 896 1,933 106 1,525	.00 .00 .00 .00		0 8,960 19,330 1,060 15,250	.00 .00 5,375.00 11,200.00 10,258.21 9,152.50	60 58 968 60	0 10,750 23,200 1,275 18,305	.00 .00 5,375.00 12,000.00 8,983.21- 9,152.50
			Misc Rev State Street Maint 2nd Injury Reinbursement	2,520	.00		35 640	.00	86	0 42 780	.00 12,169.29
	90 *		Other State Rev	3,564	.00		35,640	30,610.71	00	42,700	12,105.25
334	*	*	State Revenue	11,543	9,919.44	86	115,430	132,701.32	115	138,530	5,828.68
335	10 7 10 9		State Shared Revenues Beer Tax Fire Insurance 2%	1,667 4,250	5,527.22	332	16,670 42,500	5,527.22 100,620.01	33 237	20,000 51,000	14,472.78 49,620.01-
	10 *	-	Taxes	5,917	5,527.22	93	59,170	106,147.23	179	71,000	35,147.23-
335	*	*	State Shared Revenues	5,917	5,527.22	93	59,170	106,147.23	179	71,000	35,147.23-
330	*	**	Intergovernmental Revenue	38,601	23,303.33		386,010	363,046.32		463,215	100,168.68
340 341	10 1 10 1 10 1	.2	Charges for Services General Government Cost of Court Marshal Revenue City Attorney Work Rev	0 0 0	.00		0 0 0	.00 .00 12.50		0 0 0	.00 .00 12.50-
	10 *		Court	0	.00		0	12.50		0	12.50-
	30 1 30 1	.0 .5	Zoning Fee Vant Strct Reg Fee	417 0	250.00 .00	60	4,170	4,325.00	104	5,000 0	675.00 .00
	30 *	•	Zoning	417	250.00	60	4,170	4,325.00	104	5,000	675.00
	50 1 50 1 50 1	.0 .2 .4	Activity Revenue Misc Revenue Building Rent	0	.00		0 0 0	.00 .00 .00		0 0 0	.00 .00 .00
	50 *	7	Community Development	0	.00		0	.00		0	.00
341	*	*	General Government	417	250.00	60	4,170	4,337.50	104	5,000	662.50
342	10 1 10 1	.0	Public Safety Housing Prisoners Rev Misc Rev	0	.00		0	.00		0	.00
	10 *	•	Jail Revenue	0	.00		0	.00		0	.00

City of West Monroe REVENUE REPORT 83% OF YEAR LAPSED

PREPARED 05/16/2023, 16:08:44 PROGRAM: GM259L

City of West Monroe

ACCOUNTING PERIOD 10/2023

	001 G OUNT	eneral Fund ACCOUNT DESCRIPTION	******** ESTIMATED	CURRENT ***** ACTUAL	**** %REV	****** YE. ESTIMATED	AR-TO-DATE *** ACTUAL	**** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
	15 10 15 12 15 13 15 15 15 17 15 19	Police Fees Bonds & Surrety Metro Reimbursement Miscellaneous Rev Property Owner's Serv Fee Drug Forfeiture Rev	417 667 1,250 1,000 0	15.00 1,590.00 .00 720.00 .00	4 238 72	4,170 6,670 12,500 10,000	6,983.10 12,940.00 28,184.15 3,533.38 130.00 10,954.71	168 194 226 35	5,000 8,000 15,000 12,000 0	1,983.10- 4,940.00- 13,184.15- 8,466.62 130.00- 10,954.71-
	15 *	Police	3,334	2,325.00	70	33,340	62,725.34	188	40,000	22,725.34-
	20 10	Service Charge	333	.00		3,330	3,180.00	96	4,000	820.00
342	**	Public Safety	3,667	2,325.00	63	36,670	65,905.34	180	44,000	21,905.34-
	10 00 12 00 14 05 14 10	Charges for Services Grass Cut Demolition CE Trash Removal Express Trash Service	2,500 833 0 21	.00 .00 650.00		25,000 8,330 0 210	19,510.00 33,358.00 650.00	78 401	30,000 10,000 0 250	10,490.00 23,358.00- 650.00- 250.00
	14 *	Trash Removeal	21	650.00	3095	210	650.00	310	250	400.00-
	15 00 16 00 17 10	CE Structure Security Administration Fee RAD Class	500 0	.00 680.00 .00	136	5,000 0	800.00 10,670.00 .00	213	6,000 0	800.00- 4,670.00- .00
343	**	Charges for Services	3,854	1,330.00	35	38,540	64,988.00	169	46,250	18,738.00-
344	10 30 10 35	Sanitation Garbage Excess Trash Rev	80,417 6,250	78,218.95 5,800.00	97 93	804,170 62,500	805,516.73 64,562.00	100 103	965,000 75,000	159,483.27 10,438.00
	10 *	Utilities	86,667	84,018.95	97	866,670	870,078.73	100	1,040,000	169,921.27
344	**	Sanitation	86,667	84,018.95	97	866,670	870,078.73	100	1,040,000	169,921.27
345	50 10	Health & Safety Stray Animal Fee	0	.00		0	.00		0	.00
345	**	Health & Safety	0	.00		0	.00		0	.00
	10 10 10 12 10 14 10 16	Community Development Activity Revenue Misc Revenue Program Revenue Concession Revenue	125 83 0 0	50.00 .00 .00	40	1,250 830 0 0	3,575.00 815.44 90.00 .00	286 98	1,500 1,000 0	2,075.00- 184.56 90.00-
	10 *	Community Center	208	50.00	24	2,080	4,480.44	215	2,500	1,980.44-
346	**	Community Development	208	50.00	24	2,080	4,480.44	215	2,500	1,980.44-

ACCOUNTING PERIOD 10/2023

City of West Monroe RÉVENUE REPORT 83% OF YEAR LAPSED

PREPARED 05/16/2023, 16:08:44 PROGRAM: GM259L

City of West Monroe

40 18

\_\_\_\_\_ FUND 001 General Fund

ACCOUNT

ACCOUNT

ACCOUNT

ACCOUNT

DESCRIPTION

ESTIMATED

ACTUAL

REV

ESTIMATED 347 22,312 27,800.69 125 223,120 194,550.63 87 267,750 73,199.37 10 \* Kiroli Park n 13 10 Shelter Rent Misc Rev .00 0 .00 Misc Rev Activity Revenue Ŏ O 13 12 .00 0 .00 Ò 0 .00 13 14 .00 0 .00 .00 .00 0 13 \* Restoration Park 0 .00 0 .00 .00 .00 15 10 BMX Track Miscellaneous Revenue 15 90 0 .00 0 .00 .00 15 \* Lazarre Park Facility Rent 625 950.00 152 6,250 7,105.00 114 7,500 395.00 Memberships 1,250 1,491.00 119 12,500 16,739.00 134 15,000 1,739.00-Concessions 625 56.94 9 6,250 8,559.12 137 7,500 1,059.12-Program Revenue 3,333 .00 33,330 51,905.50 156 40,000 11,905.50-Basketball Revenue 0 .00 0 .00 20 10 20 11 20 12 20 15 20 16 5,833 2,497.94 43 58,330 84,308.62 145 70,000 14,308.62-20 \* Recreation Center 30 10 Membership Fee 833 333 708 667 30 Î5 Booth Rental 30 20 Pea Sheller 30 21 Pecan Sheller Freezer Rental Misc Revenue 30 25 42 30 30 Farmer's Market 30 \* Non-Catered Event Income 40 10 Non-Catered Event Income
Equipment Rental
Concessions
Deposit Forfieture
Catering
Interagency Promotion
Outside Caterer Fee
RV Space Rental
Room Rental 40 11 542 40 12 2,083 2,119.45 167 52.88 2,083 2,675.75 0 .00 7,500 6,762.50 40 13 40 14 40 15 40 16 40 17

ACCOUNTING PERIOD 10/2023

City of West Monroe REVENUE REPORT 83% OF YEAR LAPSED

PREPARED 05/16/2023, 16:08:44 PROGRAM: GM259L

City of West Monroe

FUND 001 General Fund ACCOUNT DESCRIPTION 599.00-Beverage Revenue 833
Catering IKE 0
Other Rev 0
Ticket Sales Cry Crtr 40 19 Special Events 1,683.23-2,717.00 40 20 .00 .00 40 21 40 22 Ticket Sales Cnv Cntr .00 40 23 179,500 14,958 16,390.08 110 149,580 173,638.48 116 5,861.52 40 \* Convention Center 195,000 66,916.00 75,000 14,190.00-125,000 31,860.50-80,000 17,750.00 36,000 12,621.00-15,000 22,585.88-30,000 9,676.79-1,496.00-45 10 45 11 45 12 ī5ĭ 45 13 93 45 14 45 16 144 15,000 159 30,000 45 17 45 18 • 00 594 2,500 0 0 9,860.00-125.00 .00 125.00-0 0 .00 Ticket Sales - Ike 45 23 Ticket Sales - Ike
Misc Rec - Ike 0
Reverage Sales 0 .00 45 24 2,254.00 2,254.00-.00 Ike Hamilton Expo Center 54,875 98,138.58 179 548,750 678,503.17 124 658,500 20,003.17-45 \* \*\* Culture & Recreation 100,561 144,827.29 144 1,005,610 1,152,973.40 115 1,206,750 53,776.60 347 Public Works .00 500.00 60 1,000 500.00 20 10 83 830 Street Cuts 83 .00 830 500.00 60 1,000 500.00 348 Public Works \*\*\* Charges for Services 195,457 232,801.24 1,954,570 2,163,263.41 2,345,500 182,236.59 340 Fines 351 Court Fines 185,000 182,192.14 21,611.00 2,807.86 6,611.00-City Court Fines 15,417 24,046.97
General Court Costs 1,250 2,140.00
Parking Ticket Fines 0 .00
DWI Fines 1,000 3,000.12 154,170 12,500 118 10 10 City Court Fines 171 15,000 10 12 12,000 2,300 300 10,000 28,689.10 87 1,920 3,248.00 3,000.12 167.00 .00 16,689.10-10 15 10 18 DWI Fines DWI Special Cost 948.00-192 169 10 20 17,859 29,354.09 164 178,590 235,740.24 132 214,300 21,440.24-10 \* Court 17,859 29,354.09 164 178,590 235,740.24 132 214,300 21,440.24-351 \*\* Court Fines

City of West Monroe REVENUE REPORT 83% OF YEAR LAPSED

PREPARED 05/16/2023, 16:08:44 PROGRAM: GM259L

City of West Monroe

ACCOUNTING PERIOD 10/2023

			eneral Fund ACCOUNT	******** ESTIMATED	CURRENT ****		******* YE. ESTIMATED	AR-TO-DATE *** ACTUAL	**** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
ACCOUNT		NT 	DESCRIPTION	ESIIMAIED	ACTUAL %REV			ACTOAL	21CV	EDITURE	
352	Ω1	00	Fees NSF Fee	0	25.00-		0	25.00		0	25.00-
352	U .I.	**	Fees	0	25.00-		0	25.00		0	25.00-
350		***			29,329.09		•			214,300	
360			Invstmnts, Rents, Contribut	1,,000	23,023.03		1,0,000	200,		,	·
361		00 10 15	Investment Earnings Interest Revenue General Govt Hasley Cemetary Trust	2,917 0 0	2,854.03 .00 .00	98	29,170 0 0	23,010.57 .00 .00	79	35,000 0 0	11,989.43 .00 .00
	10	*	Interest Revenue	2,917	2,854.03	98	29,170	23,010.57	79	35,000	11,989.43
361		**	Investment Earnings	2,917	2,854.03	98	29,170	23,010.57	79	35,000	11,989.43
362	20 30	00 10 10	Golf Course Rent	250 1,667 0	925.00 1,709.75 .00	370 103	2,500 16,670 0	2,825.00 16,936.57 .00	113 102	3,000 20,000 0	175.00 3,063.43 .00
	30 30	12 15	Ice Machine IKE ATM	0 0 21	.00 .00		210	.00 390.75	186	250	.00 140.75-
	30	*	Leases	21	.00		210	390.75	186	250	140.75-
362		**	Rents and Royalties	1,938	2,634.75	136	19,380	20,152.32	104	23,250	3,097.68
363	10	00	Escheats Sales of Recyclables	2,083	432.40	21	20,830	13,001.35	62	25,000	11,998.65
363		**	Escheats	2,083	432.40	21	20,830	13,001.35	62	25,000	11,998.65
364	13	00 00 00 00	Contributions / Donations Kiroli Contributions Expo Center Contributions Community Development Private Contributions	0 0 0	.00 .00 .00 5,150.00		0 0 0 0	330.00 .00 .00 9,310.00		0 0 0	330.00- .00 .00 9,310.00-
364		**	Contributions / Donations	0	5,150.00		0	9,640.00		0	9,640.00-
360		***	Invstmnts, Rents, Contribut	6,938	11,071.18		69,380	65,804.24		83,250	17,445.76
390 391	12 13	00	Other Financing Sources Interfund Transfers In Transfers In 86 Sales Tax Capital	0	.00		0	.00		0	.00

ACCOUNTING PERIOD 10/2023

City of West Monroe REVENUE REPORT 83% OF YEAR LAPSED

PREPARED 05/16/2023, 16:08:44 PROGRAM: GM259L

City of West Monroe

FUND 001 General Fund \*\*\*\*\*\* YEAR-TO-DATE \*\*\*\*\*\* ANNUAL UNREALIZED ACCOUNT \*\*\*\*\*\*\* CURRENT \*\*\*\*\*\*\* ACTUAL %REV ESTIMATED ACTUAL %REV ESTIMATED \_\_\_ ESTIMATE BALANCE ACCOUNT DESCRIPTION .00 .00 18 00 Section 8 Fund Õ .00 .00 .00 0 0 19 00 Utility Enterprise Fund .00 .00 Ω .00 391 Interfund Transfers In 392 Proceeds from Asset Disp 500,000 28,900.00 416,670 471,100.00 113 10 00 41,667 .00 Sale of Assets .00 20 00 .00 Comp on Loss of Cap Asset 0 471,100.00 113 500,000 28,900.00 .00 416,670 41,667 392 Proceeds from Asset Disp Gen Long Term Debt Issued 393 0 599.49-0 599.49 0 87.00 10 00 General Obligation Bonds 599.49-599.49 0 87.00 393 Gen Long Term Debt Issued 394 Miscellaneous Revenue 408,099.36-10 00 10 05 408,099.36 0 6,132.00 Other Misc Revenue 5.00-5.00 .00 Unknown 52.40 20,497.87-154.22 1,670 1,947.60 2.000 117 10 06 Credit Card Fee 167 20,497.87 0 0 10 10 Re-Insurance Claims Rev 0 .00 4,000.00-Ō 4,000.00 0 .00 10 12 Claims 1,670 2,000 432,549.83-167 6,286.22 3764 434,549.83 6021 10 \* Other Misc Revenue 434,549.83 6021 2,000 432,549.83-167 6,286.22 3764 1,670 394 Miscellaneous Revenue 906,249.32 502,000 404,249.32-6,373.22 418,340 390 \*\*\* Other Financing Sources 41,834 23,971,565 2,488,247.26 1,997,631 1,942,346.19 19,976,310 21,483,317.74 FUND TOTAL General Fund 19,976,310 21,483,317.74 23,971,565 2,488,247.26 1,997,631 1,942,346.19 GRAND TOTAL

2023 TRIAL BALANCE AS OF 04/30/2023 ACCOUNTING PERIOD 1072023

FUND 001 General Fund ACCOUNT DEBIT ACCOUNT DESCRIPTION BALANCE BALANCE 9,322,542.97 101 01 00 Cash / Operating Cash .00 101 04 00 Cash / Old General Fund Cash .00 101 11 00 Cash / 86 Sales Tax Account 3,484,158.50 101 20 00 Cash / Investment in LAMP .00 102 10 00 Cash with Fiscal Agent / Crawford & Company 17,105.00 102 20 10 Petty Cash / Cash Boxes .00 103 10 00 Current Investments / Reserve Cash .00 Current Assets / Property Tax Receivable .00 Current Assets / Tax Lien Receivable 99,225.05 115 00 00 Current Assets / Accounts Receivable 66,133.49 115 10 10 Utility Billing / Utility 5,655.84 115 12 00 Accounts Receivable / Billed Services 35,990.98 115 20 10 Code Enforcement / Code Enforcement 115 25 10 Building Permits / Building Permits 3,704.00 1,002.00 115 30 10 Parks & Recreation / KIROLI Park 11,393.09 115 35 10 Cultural & Recreation / Convention Center .00 115 35 15 Cultural & Recreation / Expo Center 364.00 115 40 10 Due From Employees / Insurance Premiums 683.49 115 40 15 Due From Employees / Payroll Levy 32,513.01 115 40 20 Due From Employees / Travel Advances .00 115 40 25 Due From Employees / Advance Checks 35,520.36 115 45 10 Special Details / Police Details 1,107.00 115 50 10 NSF Checks / NSF 115 70 10 Due From Other Entities / Golf Course .00 115 70 15 Due From Other Entities / Georgia Pacific .00 .00 115 70 20 Due From Other Entities / Riverwood

130 60 16 Due From Other Funds / Sales Tax Fund

2023 TRIAL BALANCE AS OF 04/30/2023

Item 14) ACCOUNTING PERIOD 10/202

FUND 001 General Fund ACCOUNT DEBIT BALANCE ACCOUNT DESCRIPTION 115 80 00 Accounts Receivable / Due from Other Entities .00 .00 115 80 10 Due from Other Entities / Energy Lease 4,867.89 115 80 11 Due from Other Entities / Cable Franchise Fee 115 80 12 Due from Other Entities / Due from Art Council 53.24 106,335.00 115 80 13 Due from Other Entities / WPS Building Lease Receiv .00 115 80 15 Due from Other Entities / Marshal's Office 8.623.74 115 80 16 Due from Other Entities / WM City Court 23,600.00 115 80 17 Due from Other Entities / WOPT 20,656.47 115 80 30 Due from Other Entities / ATMOS Gas 175,569.13 115 80 35 Due from Other Entities / Entergy .02 126 10 00 Due From Other Govts / State .00 126 10 15 State / Mosquito Abatement .00 126 12 00 Due From Other Govts / Ouachita Parish .00 126 14 10 City of Monroe / Sales Tax 126 14 11 City of Monroe / Automobile Rental Tax .00 .00 126 15 00 Due From Other Govts / Federal Govt .00 126 15 10 Federal Govt / FEMA 126 15 12 Federal Govt / IRS .00 .00 126 15 17 Federal Govt / Dept of Justice .00 130 60 10 Due From Other Funds / Utility Enterprise Fund 130 60 11 Due From Other Funds / Street Maintenance Fund .00 130 60 12 Due From Other Funds / WOSC Fund .00 130 60 13 Due From Other Funds / Workman's Comp Res Fd .00 130 60 14 Due From Other Funds / General Insurance Fund .00 130 60 15 Due From Other Funds / Grant Fund .00 .00

PREPARED 05/16/2023, 16:09:31 PROGRAM: GM257U

207 20 10 Due to State / Handicap Parking

City of West Monroe

2023 TRIAL BALANCE AS OF 04/30/2023 PA Item 14)
ACCOUNTING PERIOD 10/2023

FUND 001 General Fund ACCOUNT DEBIT ACCOUNT DESCRIPTION BALANCE BALANCE .00 130 60 17 Due From Other Funds / Employee Health Ins Fund 326,713,00 130 60 19 Due From Other Funds / Capital Fund 130 60 20 Due From Other Funds / Office of Motor Vehicles .00 130 60 21 Due From Other Funds / Sec 8 Housing Fund 265,384.53 130 60 22 Due From Other Funds / Hasley 75% .00 - 0.0 130 60 23 Due From Other Funds / Hasley 25% 130 60 24 Due From Other Funds / Juvinile Justice Fund .00 130 60 25 Due From Other Funds / LCDBG Fund .00 130 60 26 Due From Other Funds / Detention Basin Fund .00 130 60 28 Due From Other Funds / OCOG .00 130 60 30 Due From Other Funds / BeardFest Fund .00 368.03 141 10 00 Inventories / Office Supplies 37,376,46 141 15 00 Inventories / Parts 141 20 00 Inventories / Food Inventory Conv Cntr .00 141 25 00 Inventories / Food Inventory Expo Cntr .00 143 10 10 Prepaid Services / Phone Cards .00 143 10 15 Prepaid Services / Advertising .00 151 10 00 Non-Current Assets / Investments .00 202 00 00 Current Liabilities / Vouchers/Accounts Payable 142,153.09 202 10 00 Vouchers/Accounts Payable / Accounts Payable General .00 206 00 00 Current Liabilities / Retainage Payable .00 3,179.99 207 10 40 Sales Tax Payable / Convention Center 207 10 41 Sales Tax Payable / Expo Center .00 .00 207 10 42 Sales Tax Payable / Golf Course .00 207 10 43 Sales Tax Payable / KIROLI

.00

2023 TRIAL BALANCE AS OF 04/30/2023 ACCOUNTING PERIOD 1072023

FUND 001 General Fund CREDIT DEBIT ACCOUNT BALANCE BALANCE ACCOUNT DESCRIPTION .00 207 20 11 Due to State / Due to State 29,772.17 Due to Other Agencies / Cost of Court Distributn 207 30 10 .00 207 30 12 Due to Other Agencies / OPOHSEP .00 207 30 15 Due to Other Agencies / District Attorney .00 207 30 16 Due to Other Agencies / 4TH Judicial Dist Court .00 207 30 17 Due to Other Agencies / O.P.S.O .00 207 30 19 Due to Other Agencies / Monroe Police Department .00 207 30 20 Due to Other Agencies / OPSD Bond Premiums .00 207 30 22 Due to Other Agencies / The Wellspring .00 207 30 25 Due to Other Agencies / Metro Narcotics Unit .00 207 30 48 Due to Other Agencies / City of Monroe .00 207 40 10 Court Cost Distribution / Marshal Special Fund ,00 207 40 11 Court Cost Distribution / Court Special Fund 207 40 12 Court Cost Distribution / Indigent Defender Board .00 .00 Court Cost Distribution / Crime Lab 207 40 14 .00 207 40 16 Court Cost Distribution / Crime Victim Fund .00 207 40 18 Court Cost Distribution / Law Enf Trng Assistance .00 Court Cost Distribution / CMIS / State Treasury 207 40 20 .00 207 40 22 Court Cost Distribution / Injury Trust Fund .00 207 40 24 Court Cost Distribution / Crime Stoppers .00 207 40 26 Court Cost Distribution / Restitution .00 207 40 28 Court Cost Distribution / Pub Safety App. Tech Court Cost Distribution / ROC Due to Clerks .00 207 40 30 .00 207 40 32 Court Cost Distribution / Witness Fee .00 207 40 34 Court Cost Distribution / Cash Bonds .00 207 40 35 Court Cost Distribution / LA Supreme Court

2023 TRIAL BALANCE AS OF 04/30/2023 ACCOUNTING PERIOD 10/2023

FUND 001 General Fund CREDIT ACCOUNT BALANCE ACCOUNT DESCRIPTION .00 207 41 10 Marshal Office Pavables / Seizures and Forfeitures .00 208 12 00 Due to Other Funds / Credit Union Fund .00 208 13 00 Due to Other Funds / Grant Fund .00 208 14 00 Due to Other Funds / Capital Projects Fund .00 208 16 00 Due to Other Funds / Juvenile Justice Grnt Fd 135,541.00 208 17 00 Due to Other Funds / Due to Capital Fund .00 208 20 00 Due to Other Funds / 2007 DFC Fund .00 208 21 00 Due to Other Funds / O.C.O.G. 295.52 217 10 10 Taxes Payable / Medicare/Social Security 43.48 217 10 20 Taxes Payable / Federal Taxes 24.848.89 217 10 30 Taxes Payable / State Taxes .00 217 10 35 Taxes Payable / Unemployment Tax .00 217 10 50 Taxes Payable / Property Tax 2,578.77 217 20 10 Pensions Payable / MERS 922.63 217 20 20 Pensions Payable / Police 217 20 30 Pensions Payable / Fire .00 64.74 217 20 40 Pensions Payable / Judge .00 217 30 10 Deferred Compensation / PEBSCO 217 30 20 Deferred Compensation / VALIC .00 217 35 10 HSA Contributions / UMB .00 710.85 217 40 05 Insurances Payable / Voluntary Life AD&D 225.00 217 40 10 Insurances Payable / Health 92.22 217 40 15 Insurances Payable / Critical Illness 451.53 217 40 16 Insurances Payable / Group Life Insurance 1.199.69 217 40 17 Insurances Payable / Long Term Disability 132.26 217 40 18 Insurances Payable / Short Term Disability

2023 TRIAL BALANCE AS OF 04/30/2023 ACCOUNTING PERIOD 10/2023

FUND 001 General Fund DEBIT CREDIT ACCOUNT BALANCE ACCOUNT DESCRIPTION 158.22 217 40 20 Insurances Payable / Accident Insurance .00 217 40 25 Insurances Payable / Gap Insurance .00 Insurances Payable / National Teachers .00 217 40 35 Insurances Payable / UNUM Life & Critical Care 396.26 217 40 40 Insurances Payable / Vision .00 217 40 45 Insurances Payable / US Legal 11,418.28 217 40 50 Insurances Payable / Dental 15.00 217 40 55 Insurances Payable / Prepaid Legal .00 217 40 56 Insurances Payable / Cancer 36.03 217 40 57 Insurances Payable / AFLAC .00 217 40 58 Insurances Payable / Met Life Dental 7,706.08 217 40 59 Insurances Payable / Met Life Insurance .00 Insurances Payable / Brokers National .00 217 40 61 Insurances Payable / Assurity .00 217 50 10 Charities Payable / United Way .00 217 60 10 Other Deductions / Bankruptcy .00 217 60 15 Other Deductions / Judgements 37.82 217 60 20 Other Deductions / Fitness Mem Payable 217 60 50 Other Deductions / Credit Union .00 .00 217 70 10 Union Dues / Fire Union .00 217 70 20 Union Dues / Police Association .00 217 70 25 Union Dues / Police Union .03 217 70 30 Union Dues / MPOA/LPOA Relief .00 218 01 00 Payroll Liabilities / Accrual Offset .00 218 02 00 Payroll Liabilities / Salaries Payable .00 222 10 00 Gratuities / WMCC Gratuities

PREPARED 05/16/2023, 16:09:31
PROGRAM: GM257U
City of West Monroe

PROGRAM: GM257U
AS OF 04/30/2023
ACCOUNTING PERIOD 107/2023 Item 14)

FUND IS IN BALANCE

FUND 001 General	al Fund ACCOUNT DESCRIPTION	DEBIT BALANCE	CREDIT BALANCE
223 10 00	Deferred Revenue / Overpayments		20,027.35
223 12 00	Deferred Revenue / Deferred Rent Income		.00
223 15 00	Deferred Revenue / Property Tax Redemptions		.00
223 20 00	Deferred Revenue / Property Tax		.00
227 10 10	Collection Fee Pay / Archon		.00
228 20 10	Building Inspection / Contractor's Deposits		37,772.00
228 30 10	Customer Deposits / Kiroli Park		.00
228 30 15	Customer Deposits / Recreation Center		.00
228 30 20	Customer Deposits / Convention Center		9,554.85
228 30 25	Customer Deposits / Expo Center		15,550.00
239 50 00	Other Non-Current Liab / Prpty Tax Under Protest		.00
239 60 10	Unearned Income / DF Lease		.00
242 10 00	Fund Equtiy / Revenue Control Account		21,483,317.74
242 20 00	Fund Equtiy / Expenditure Cntrl Summary	19,688,241.34	
243 00 00	Fund Equity / Encumbrance Control		25,623.66
244 00 00	Fund Equity / Reserve for Encumbrances	25,623.66	
250 00 00	Fund Equity / Pr Yr Res for Encumbrance		187,142.33
253 10 00	Fund Balance / Unreserved Fund Balance		11,709,081.65
	FUND TOTALS	33,825,280.21	33,825,280.21

ACCOUNTING PERIOD 10/2023

City of West Monroe REVENUE REPORT 83% OF YEAR LAPSED

PREPARED 05/16/2023, 16:09:05 PROGRAM: GM259L

City of West Monroe

FUND 901 Utility Enterprise Fund

\*\*\*\*\*\*\*\*\* CURRENT \*\*\*\*\*\*\*\* YEAR-TO-DATE \*\*\*\*\*\*\*\*

ACCOUN	NT	ACCOUNT DESCRIPTION	******** ESTIMATED	CURRENT ***** ACTUAL	***** %REV	******* ESTIMATED	EAR-TO-DATE **: ACTUAL	***** *REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340 344 10 10	15 20 35	Charges for Services Sanitation Sewer Sewer Line Services Excess Trash Rev	79,167 0 0	49,788.04 .00 .00	63	791,670 0 0	755,899.51 .00 .00	96	950,000 0 0	194,100.49 .00 .00
10	*	Utilities	79,167	49,788.04	63	791,670	755,899.51	96	950,000	194,100.49
15	10	Sewer Dist 5	113,036	.00		1,130,360	1,043,209.06	92	1,356,437	313,227.94
344	**	Sanitation	192,203	49,788.04	26	1,922,030	1,799,108.57	94	2,306,437	507,328.43
348 10 10 10 10	10 20 25 50	Public Works Water Treatment Plant Penalty Taps	170,833 128,333 6,875 0	114,493.73 79,506.89 9,702.44	67 62 141	1,708,330 1,283,330 68,750	1,560,044.92 1,188,240.44 102,228.59	91 93 149	2,050,000 1,540,000 82,500	489,955.08 351,759.56 19,728.59- .00
10	*	Utilities	306,041	203,703.06	67	3,060,410	2,850,513.95	93	3,672,500	821,986.05
348	**	Public Works	306,041	203,703.06	67	3,060,410	2,850,513.95	93	3,672,500	821,986.05
340	***	Charges for Services	498,244	253,491.10		4,982,440	4,649,622.52		5,978,937	1,329,314.48
	00	Fines Fees NSF Fee	0	.00		0	.00		0	.00
352	**	Fees	0	.00		0	.00		0	.00
350	***	Fines	0	.00		0	.00		0	.00
360 361 10	00	Invstmnts,Rents,Contribut Investment Earnings Interest Revenue	0	.00		0	.00		0	.00
361	**	Investment Earnings	0	.00		0	.00		0	.00
360	***	Invstmnts, Rents, Contribut	0	.00		0	.00		0	.00
390 391 12	00	Other Financing Sources Interfund Transfers In Transfers In	0	.00		0	.00		0	.00
391	* *	Interfund Transfers In	0	.00		0	.00		0	.00
392 10	00	Proceeds from Asset Disp Sale of Assets	0	.00		0	.00		0	.00
392	**	Proceeds from Asset Disp	0	.00		0	.00		0	.00

ACCOUNTING PERIOD 10/2023

City of West Monroe REVENUE REPORT 83% OF YEAR LAPSED

PREPARED 05/16/2023, 16:09:05 PROGRAM: GM259L

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City of West Monroe

FUND 901 Ut ACCOUNT	ility Enterprise Fund ACCOUNT DESCRIPTION	******** ESTIMATED	CURRENT **** ACTUAL	**** %REV	******* Y	EAR-TO-DATE *** ACTUAL	**** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
393 10 00	Gen Long Term Debt Issued General Obligation Bonds	0	.00		0	.00		0	.00
393 **	Gen Long Term Debt Issued	0	.00		0	.00		0	.00
394 10 00	Miscellaneous Revenue Other Misc Revenue	167	300.00	180	1,670	1,862.46	112	2,000	137.54
394 **	Miscellaneous Revenue	167	300.00	180	1,670	1,862.46	112	2,000	137.54
390 ***	Other Financing Sources	167	300.00		1,670	1,862.46		2,000	137.54
FUND TOTAL	Utility Enterprise Fund	498,411	253,791.10		4,984,110	4,651,484.98		5,980,937	1,329,452.02
GRAND TOTAL		498,411	253,791.10		4,984,110	4,651,484.98		5,980,937	1,329,452.02

2023 TRIAL BALANCE AS OF 04/30/2023 PA Item 14)
ACCOUNTING PERIOD 10/2023

FUND 901 Utility Enterprise Fund DEBIT CREDIT ACCOUNT BALANCE BALANCE ACCOUNT DESCRIPTION 175.342.68 101 01 00 Cash / Operating Cash 1,530,526.19 115 10 10 Utility Billing / Utility 9,787.00 115 12 00 Accounts Receivable / Billed Services 4.688.63 115 40 20 Due From Employees / Travel Advances .00 115 50 10 NSF Checks / NSF .00 115 70 15 Due From Other Entities / Georgia Pacific 12,125.00 115 70 20 Due From Other Entities / Riverwood 770,911.31 116 10 00 Allowance for Uncollectab / Utility Billing 152,901.70 126 12 10 Ouachita Parish / Sewer Dist #5 .00 130 60 18 Due From Other Funds / City General Fund 756,572,79 Deferred Charges / Net Pension Liability 149 10 00 .00 151 10 00 Non-Current Assets / Investments 74.150.00 161 00 00 Fixed Assets / Land 52,683,255.00 162 00 00 Fixed Assets / Infrastructure 162 10 00 Infrastructure / Accumulated Depreciation 29,606,046.94 73,435.92 163 00 00 Fixed Assets / Building 73,434.75 163 10 00 Building / Accumulated Depreciation 164 00 00 Fixed Assets / Imp Other Than Buildings .00 .00 164 10 00 Imp Other Than Buildings / Accumulated Depreciation 165 00 00 Fixed Assets / Machinery & Equipment 2,003,006.28 165 10 00 Machinery & Equipment / Accumulated Depreciation 1,800,461.26 .00 166 00 00 Fixed Assets / Construction in Progress 85,611.18 Current Liabilities / Vouchers/Accounts Payable 202 10 00 Vouchers/Accounts Payable / Accounts Payable General .00 Current Liabilities / Retainage Payable .00 206 00 00 15,628.68 207 10 35 Sales Tax Payable / Water

FUND IS IN BALANCE

2023 TRIAL BALANCE AS OF 04/30/2023 ACCOUNTING PERIOD 10/202.

FUND 901 Utility Enterprise Fund CREDIT ACCOUNT DEBIT ACCOUNT BALANCE DESCRIPTION .00 208 11 00 Due to Other Funds / City General Fund .00 208 23 00 Due to Other Funds / 2010 DEQ SRB Sinking Fund .00 Due to Other Funds / 2010 DEQ SRB Reserve Fund 654,000.00 208 25 00 Due to Other Funds / 2010 DEQ SRB Cap Add & Cn .00 217 10 35 Taxes Payable / Unemployment Tax .00 Payroll Liabilities / Accrual Offset .00 218 02 00 Payroll Liabilities / Salaries Payable 193,253.68 218 03 00 Payroll Liabilities / Accrued VAC/SIC 520.00 223 10 00 Deferred Revenue / Overpayments 1,640,158.79 223 11 00 Deferred Revenue / Net Pension Liability 214,323.39 228 10 10 Utilities / Water 2,747,544.12 238 10 00 Net Pension Obligation / MERS 4,651,484.98 242 10 00 Fund Equtiy / Revenue Control Account 5,087,230.25 242 20 00 Fund Equtiy / Expenditure Cntrl Summary 4,949.76 Fund Equity / Encumbrance Control 243 00 00 4,949.76 Fund Equity / Reserve for Encumbrances 244 00 00 17,183.00 250 00 00 Fund Equity / Pr Yr Res for Encumbrance 30,249,950.80 254 10 00 Retained Earnings / Unreserved Retnd Earnings 261 10 00 Invested in Capital Assts / Contributed Capital 49,991,724.80 92,642,579.32 92,642,579.32 FUND TOTALS