



Notice of:

BOARD OF ALDERMEN REGULAR MEETING

Tuesday, September 06, 2022 at 6:00 PM

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

AGENDA

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

NOTICE/MINUTES

Call to order/Verification of Attendance

Motion to Approve Minutes

- [1\)](#) Motion to approve the minutes of the August 16, 2022 Regular Council Meeting.

Recognitions/Presentations

Mayor's Review

Community Announcements

ADMINISTRATION/FINANCE

- [2\)](#) **INTRODUCE** Ordinance to authorize the sale of certain immovable property to KVS, LLC (Karl Dhaliwal, et al) - lot on Coleman Street for new store.

BUILDING AND DEVELOPMENT

- [3\)](#) Ordinance to amend Sec 12-5069 of the Code of Ordinances, to update the various application fees for certain filings with the Department of Building and Development.

CODE ENFORCEMENT

LEGAL

- [4\)](#) Ordinance to enact Sec 11-4015.3 of the Code of Ordinances, to establish the crime of Obstruction of Justice by Tampering with Evidence.
- [5\)](#) Ordinance to amend Sec 9-1001.1 of the Code of Ordinances, to now include R.S. 47:521 as one of the state law violations which are also a violation of Sec. 9-1001.1.

PUBLIC WORKS

COMMUNITY SERVICES

PARKS AND RECREATION

POLICE/FIRE

WMFD

WMPD

ENGINEERING/CONSTRUCTION PROJECTS

6) 2022 WWTP Sparta Reuse Facility Granulated Activated Carbon (GAC) Replacement - Project #C22018

Accept/Reject bids for virgin bituminous granular activated charcoal (for the pressurized GAC's at Sparta Reuse Facility).

7) Mid-City Drainage Improvements, Planning & Construction - FP&C Project #50-MV2-22-01; City Project #C22019

Ordinance to authorize execution of a Cooperative Endeavor Agreement with the State of Louisiana, Office of Facility Planning & Control (FP&C) relating to the project "Mid-City Drainage Improvements, Planning & Construction".

8) Sunshine Heights Drainage Improvements, Planning & Construction - FP&C Project #50-MV2-22-02; City Project #C22024

Ordinance to authorize execution of a Cooperative Endeavor Agreement with the State of Louisiana, Office of Facility Planning & Control (FP&C) relating to the project "Sunshine Heights Drainage Improvements, Planning & Construction".

9) New sidewalks for safe access to Kiroli Elementary School and Kiroli Park, also known as Tupawek Estates Subdivision Sidewalks - Project #C22005

Ordinance to authorize execution of a Cooperative Endeavor Agreement (Line Item Appropriation) with the Louisiana Department of the Treasury and State of Louisiana relating to "New sidewalks for safe access to Kiroli Elementary School and Kiroli Park" (State of Louisiana legislative appropriation of \$290,000.00).

10) New sidewalks for safe access to Kiroli Elementary School and Kiroli Park, also known as Tupawek Estates Subdivision Sidewalks - Project #C22005

Authorize the City Clerk to advertise for bids.

11) Highland Park Commercial Subdivision Infrastructure Improvements (DRA) - Project #000165

Authorize Change Order No. 3 with Merrick, LLC.

12) Project Updates

Lazenby & Associates, Inc.

S. E. Huey Co.

PUBLIC COMMENTS/OTHER BUSINESS

13) West Monroe Fire Department August Fire Report.

ADJOURN

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



BOARD OF ALDERMEN REGULAR MEETING
Tuesday, August 16, 2022 at 6:00 PM
Council Chambers, City Hall, 2305 North 7th Street, West Monroe

MINUTES

NOTICE/MINUTES

Call to order/Verification of Attendance

PRESENT

Mayor Staci Mitchell
Morgan Buxton
Thom Hamilton
Rodney Welch
Ben Westerburg

ABSENT

Polk Brian

The invocation was offered by Mr. Ben Westerburg. The pledge was led by all members of the Council.

Motion to Approve Minutes

Motion to approve the minutes of the August 2, 2022 Regular Council Meeting.

Motion made by Westerburg, Seconded by Hamilton.

Voting Yea: Buxton, Hamilton, Welch, Westerburg

ADMINISTRATION/FINANCE

Resolution 796: Resolution to approve the Louisiana Compliance Questionnaire (for audit engagements of government agencies) for the period July 1, 2021 to June 30, 2022.

Motion made by Buxton, Seconded by Welch.

Voting Yea: Buxton, Hamilton, Welch, Westerburg

Resolution 797: Resolution to approve submission of a Federal NTIA Broadband Grant Application for middle mile fiber.

Motion made by Hamilton, Seconded by Welch.

Voting Yea: Buxton, Hamilton, Welch, Westerburg

Ordinance 5097: Ordinance to authorize the sale of certain immovable property to Marion State Bank (lot in Highland Park Commercial Subdivision). **Introduced at July 19, 2022 Council Meeting.**

Voting Yea: Buxton, Hamilton, Welch, Westerburg

Ordinance 5098: Ordinance to grant right-of-way to Entergy Louisiana, LLC to provide electric service to the West Monroe Sports and Events Complex. **Introduced at July 19, 2022 Council Meeting.**

Voting Yea: Buxton, Hamilton, Welch, Westerburg

Ordinance 5105: Ordinance to authorize execution of a Memorandum Of Understanding with the Ouachita Parish School Board to provide sheltering at the Ike Hamilton Expo in the event of emergency evacuations.

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

LEGAL

Ordinance 5106: Ordinance to approve a Cooperative Endeavor Agreement with KVS, LLC relating to the planned extension of the water distribution system at the intersection of Arkansas Road and Good Hope Road. Project #C23003

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

PUBLIC WORKS

Accept/Reject Bids for Knuckle-Boom Trash Loader

Motion made by Westerburg, Seconded by Buxton.

POLICE/FIRE

Ordinance 5107: Ordinance to authorize execution of the 2023 Louisiana Highway Safety Grant Agreement and Contract for FFY 2023.

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

ENGINEERING/CONSTRUCTION PROJECTS

Good Hope Road Water Extension - Project #C23003

Ordinance 5108: Ordinance to authorize approval of proposal with Lazenby & Associates for Engineering and CE&I.

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

Indoor Sports Complex CMAR – Project #000179

Authorize Change Order No. 1 (+ \$137,090.00; 0 days) with Lincoln Builders of Ruston, Inc.

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

Cypress/Slack Sewer Improvements (DRA) - Project #000174

Accept or reject bids.

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

Project Updates

Engineer from Lazenby & Associates, Inc. presented the City Council with project updates. Robert L. George, IV, P.E. (S.E. Huey Co.) presented the City Council with project updates for transportation,

drainage, water and other, as well as presented a presentation of a report for the Mid-City Drainage project(s).

ADJOURN

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

ATTEST:

APPROVED:

RONALD SCOTT OLVEY
CITY CLERK

STACI ALBRITTON MITCHELL
MAYOR

CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE THE CITY OF WEST MONROE, LOUISIANA TO SELL CERTAIN DESCRIBED IMMOVABLE PROPERTY WHICH IS NOT NEEDED FOR ANY PUBLIC PURPOSE BY THE CITY OF WEST MONROE, LOUISIANA TO KVS, LLC FOR THE CASH SUM OF \$150,000.00; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

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

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

NOW, THEREFORE:

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

Lot 2 of the Resubdivision Of A Portion of Block “A” of Zeigin’s Sub. Of The J.C. Ransom Estate In Sections 44 & 52, T17N & 18N - R3E, Ouachita Parish, Louisiana, of record in Plat Book 20, page 54, records of Ouachita Parish, Louisiana

But currently subject to city easements, fifteen feet (15') in width, centered above existing sewer and water lines located on the property described above

to KVS, LLC (“BUYER”) for and in consideration of the cash sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 (\$150,000.00) DOLLARS, subject to the following conditions:

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

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the

City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to execute a Deed on behalf of the City of West Monroe, Louisiana, reflecting the price and terms set forth above, and to take any other action or execute any and all other documents deemed by her either necessary or appropriate in order to transfer the above described immovable property as set forth above, including but not limited to provisions, whether included in the deed or in an unrecorded supplemental agreement, that limits the nature of the initial construction and operation of the business to be located on that property to a certain types of activity, that requires the construction to be initiated within a certain time and/or pursued in a commercially reasonable manner through to completion by a certain date that requires ongoing operations for a certain period of time, else reimbursement to the City for various related expenditures, together with any and all such other requirements and provisions as she deems appropriate, including a provision that provides for a right and option in favor of the City of West Monroe to re-acquire the property at the same price if such conditions are not timely met, or to provide for liquidated damages or other consideration payable to the City of West Monroe in lieu of such reacquisition, the terms, conditions or provisions of all of such conditions to be as determined appropriate by the Mayor.

SECTION 3. The above ordinance was introduced on September 6, 2022, in regular and legal session convened; notice of this ordinance was published three times in fifteen (15) days, one week apart, as required by R.S. 33:4712; no opposition being filed, it is considered by sections, voted on by yea and nay vote, passed and adopted in regular and legal session convened this 4th day of October, 2022, with the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 4TH DAY OF
OCTOBER, 2022

RONALD S. OLVEY, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

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

STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AMEND SECTION 12-5069 OF THE CODE OF ORDINANCES, CITY OF WEST MONROE, LOUISIANA, RELATIVE TO APPLICATION FEES; TO PROVIDE AN EFFECTIVE DATE; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Section 12-5069 of the Code of Ordinances, City of West Monroe, Louisiana, is hereby amended, to read as follows:

"Sec. 12-5069. Application fees.

The planning and zoning director shall collect appropriate fees for application procedures specified herein. Such fees shall include:

- (1) For map amendments: Three hundred dollars (\$300.00) for the first acre and ten dollars (\$10.00) for each additional acre. The minimum charge is three hundred dollars (\$300.00) and the maximum charge is two thousand dollars (\$2,000.00).
- (2) For planned building groups, planned unit developments, and mobile home parks: Two hundred dollars (\$200.00) for the first acre and ten dollars (\$10.00) for each additional acre. The minimum charge is two hundred dollars (\$200.00) and the maximum charge is two thousand dollars (\$2,000.00). Acreage is computed on total acres, exclusive of streets.
- (3) For planning approval: Two hundred dollars (\$200.00)
- (4) For special exceptions: Three hundred dollars (\$300.00)
- (5) For variances: Two hundred dollars (\$200.00)
- (6) For zoning ordinance amendments: Three hundred dollars (\$300.00)
- (7) For revocations: Three hundred dollars (\$300.00)
- (8) Annexations: No charge.
- (9) Dedications: No charge.
- (10) Preliminary subdivision review: Two hundred dollars (\$200.00) for the first acre and ten dollars (\$10.00) for each additional acre. The minimum charge is two hundred dollars (\$200.00) and the maximum charge is two thousand dollars (\$2,000.00). Acreage is computed on total acres, exclusive of streets.
- (11) Final subdivision review: Two hundred dollars (\$200.00) for the first acre and ten dollars (\$10.00) for each additional acre. The minimum charge is two hundred dollars (\$200.00) and the maximum charge is two thousand dollars (\$2,000.00). Acreage is computed on total acres, exclusive of streets.
- (12) For purposes of determining acreage in (1), (2), (10), and (11) above:

- a. fractional acreage 0.10 acre and above is rounded upwards to the next whole acre; and
- b. fractional acreage below 0.10 acre is rounded downwards to the next whole acre.

* * *”

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 this amendment shall be effective September 12, 2022.

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 6th day of September, 2022, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 6TH DAY OF
SEPTEMBER, 2022

RONALD S. OLVEY, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

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

STATE OF LOUISIANA

CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO ENACT SECTION 11-4015.3, TO ESTABLISH THE CRIME OF OBSTRUCTION OF JUSTICE BY TAMPERING WITH EVIDENCE; TO PROVIDE THE PROVISIONS OF THIS ORDINANCE ARE SEVERABLE; TO PROVIDE AN EFFECTIVE DATE; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Section 11-4015.3 of the Code of Ordinances, City of West Monroe, Louisiana, is hereby enacted, to read as follows:

"Sec. 11-4015.3 Obstruction of justice by tampering with evidence

A. The crime of obstruction of justice by tampering with evidence, when involving any misdemeanor criminal proceeding that does not involve an intentional misdemeanor directly affecting the person and when committed with the knowledge that such act has, reasonably may, or will affect an actual or potential present, past, or future criminal proceeding, is tampering with evidence with the specific intent of distorting the results of any criminal investigation or proceeding which may reasonably prove relevant to a criminal investigation or proceeding. Tampering with evidence shall include the intentional alteration, movement, removal, or addition of any object or substance either:

(a) At the location of any incident which the perpetrator knows or has good reason to believe will be the subject of any investigation by state, local, or United States law enforcement officers; or

(b) At the location of storage, transfer, or place of review of any such evidence.

B. Whoever commits the crime of obstruction of justice by tampering with evidence shall be fined not more than five hundred dollars, imprisoned for not more than six months, or both."

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

SECTION 3. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that for cause determined to be in the best interests of the City of West Monroe and its citizens, this enactment shall be effective on September 7, 2022;

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 6th day of September, 2022, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 6TH DAY OF
SEPTEMBER, 2022

RONALD S. OLVEY, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

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

STATE OF LOUISIANA

CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AMEND AND RE-ENACT SECTION 9-1001.1, TO ADD THAT A VIOLATION OF R.S. 47:521 SHALL ALSO BE A VIOLATION OF THIS SECTION; TO PROVIDE THE PROVISIONS OF THIS ORDINANCE ARE SEVERABLE; TO PROVIDE AN EFFECTIVE DATE; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Section 9-1001.1 of the Code of Ordinances, City of West Monroe, Louisiana, is hereby amended and re-enacted, to read as follows:

"Sec. 9-1001.1. Additional violations.

It shall be unlawful for any person to operate a motor vehicle if the vehicle is in violation of any one or more of the following, each of which shall be considered as a separate violation:

- (a) R.S. 47:501. Owner to secure registration.
- (b) R.S. 47:505D. Number plates.
- (c) R.S. 47:506. Registration certificates.
- (d) R.S. 47:508. Registration; commercial vehicles; exemption.
- (e) R.S. 47:513. Vehicle of nonresident owner used regularly in business in Louisiana.
- (f) R.S. 47:519. Temporary registration plates issued by dealers.
- (g) R.S. 47:536.8. Violations of registration provisions.
- (h) R.S. 47:521. Display of temporary registration license plates"

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

SECTION 3. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that for cause determined to be in the best interests of the City of West Monroe and its citizens, this enactment shall be effective on September 7, 2022;

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 6th day of September, 2022, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 6TH DAY OF
SEPTEMBER, 2022

RONALD S. OLVEY, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

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

F. M. Huey, P.E., P.L.S.
P. C. Taylor, Jr., P.E.
J. M. Madden, P.E., A.I.A., P.L.S.
T. L. Rainbolt, P.E.



S. E. Huey Co.
Engineering • Architecture • Surveying
Established 1928

R. L. George, IV, P.E.
D. R. Arrington, P.E.
B. P. Anzalone, P.E.
J. W. Braswell, P.L.S.

Item 6)

**RECOMMENDATION OF AWARD
TO
CITY OF WEST MONROE, LA.**

Bid Date: **August 24, 2022**
Project: **2022 WWTP Sparta Reuse GAC Replacement**

Dear Mayor Mitchell,

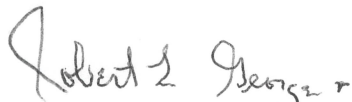
The following bids were received for the above-referenced project.

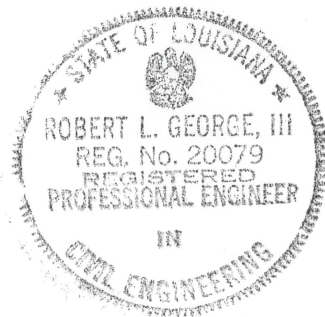
Base Bid (Engineer's Estimate: \$650,000)		
No.	Contractor	Amount of Base Bid
1	San – Tech, Inc.	\$ 643,500.00
2	Womack and Sons Construction Co.	\$ 724,850.00

After evaluating these bids, I hereby recommend an award of **\$643,500.00** to the lowest responsive and responsible bidder, **San – Tech, Inc.**

Should you have any questions regarding this recommendation, please contact me at (318) 325-1791.

Respectfully,
S. E. HUEY CO


Robert L. George, III, P.E.



**S. E. Huey Co.**

Engineering • Architecture • Surveying

BID TABULATION**2022 WWTP Sparta Reuse GAC Replacement
Wastewater Treatment Facility****Engineer: Robert L. George, III, P.E.****Bid Date: August 24, 2022****Engineer's Estimate: \$650,000.00**

No.	Contractor	Amount of Base Bid
1	San – Tech, Inc.	\$643,500.00
2	Womack and Sons Construction Group, LLC	\$724,850.00



S. E. Huey Co.
Engineering • Architecture • Surveying

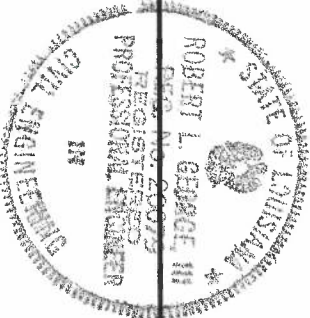
BID TABULATION
2022 WWTP Sparta Reuse GAC Replacement
Wastewater Treatment Facility
Engineer: Robert L. George, III, P.E.
Engineer's Estimate: \$650,000.00

NO.	ITEM	QTY	UNIT	San - Tech, Inc.		Wornack and Sons Construction Group, LLC	
				License No. 2469		License No. 54928	
				PRICE	TOTAL PRICE	PRICE	TOTAL PRICE
1	Provision of Bonds & Insurance	1	LS	\$11,200.00	\$11,200.00	\$22,575.00	\$22,575.00
2	Open pressure vessels; remove spent carbon & store until transport from site; transport new GAC to site; install new GAC into vessel; close vessel; wash new GAC to remove fines & ash; assist in returning vessel to operation; transport (non-hazardous) spent carbon from site & provide proper disposal off-site; cleanup of site.	10	EA	\$62,300.00	\$623,000.00	\$67,752.00	\$677,520.00
3	Inspection of Interior Surfaces of steel vessel & prepare report of each vessel.	10	EA	\$720.00	\$7,200.00	\$2,366.00	\$23,660.00
4	Move Out and Cleanup site	1	LS	\$2,100.00	\$2,100.00	\$1,095.00	\$1,095.00
Total Base Bid:				\$643,500.00		\$724,850.00	

CERTIFIED BY:

Robert L. George, III, P.E.
Date 8/31/22

Robert L. George, III, P.E.
La. License No. 20079
S.E. Huey Co.



STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE STATE OF LOUISIANA THROUGH THE OFFICE OF FACILITY PLANNING AND CONTROL OF THE DIVISION OF ADMINISTRATION WITH RESPECT TO THE PROJECT “MID-CITY DRAINAGE IMPROVEMENTS, PLANNING AND CONSTRUCTION (OUACHITA) FP&C PROJECT NO. 50-MV2-22-01”; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as the Mayor of the City of West Monroe, is hereby authorized to enter into a Cooperative Endeavor Agreement with the State of Louisiana through the Office of Facility Planning and Control of the Division of Administration with respect to the project referred to as “Mid-City Drainage Improvements, Planning and Construction (Ouachita) FP&C Project No. 50-MV2-22-01” , all as more fully set forth in the attached Exhibit A.

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

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 in addition to and not in limitation of the authority granted to Staci Albritton Mitchell, as the Mayor, as set forth above, Christen Heath, Deputy City Clerk of the City of West Monroe, Louisiana, is hereby additionally designated to act for and on behalf of the City of West Monroe, Louisiana, in all matters pertaining to this project, including certifying requests to the State of Louisiana for disbursements.

The above Ordinance was read and considered by sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, this 6th day of September, 2022, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 6TH DAY OF
SEPTEMBER, 2022

RONALD S. OLVEY, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

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



COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE STATE OF LOUISIANA and
CITY OF WEST MONROE
Mid-City Drainage Improvements, Planning and Construction
(Ouachita)
FP&C Project No. 50-MV2-22-01

In accordance with Article VII, Section 14 of the 1974 Constitution of the State of Louisiana (Constitution), the **STATE OF LOUISIANA** (State), herein represented by **JASON D. SOOTER, DIRECTOR, FACILITY PLANNING AND CONTROL, DIVISION OF ADMINISTRATION (DOA)**, and **CITY OF WEST MONROE** (Entity), a political subdivision of the State, herein represented by **STACI ALBRITTON, MAYOR** do hereby enter into a Cooperative Endeavor Agreement (Agreement) to serve the public for the purposes hereinafter declared.

ARTICLE I

1.1 WHEREAS, the Capital Outlay Act (Act), adopted in accordance with Article VII, Section 6 of the Constitution, is the comprehensive capital outlay budget required by said Article VII, Section 6, and contains an appropriation for the Entity for the Project Number and Project Description (Project) as set forth in a State Funding Summary (“Funding Summary”) attached hereto for reference only; and

1.2 WHEREAS, the Omnibus Bond Act of the Louisiana Legislature (OBA), adopted in accordance with Article VII, Section 6 of the Louisiana Constitution of 1974, provides for the issuance by the State Bond Commission of State General Obligation Bonds for certain of the projects contained in the Act, including the Project, which bonds are to be secured by a pledge of the full faith and credit of the State, as well as by monies dedicated to and paid into the Security and Redemption Fund as provided in Article VII, Section 9 of the Constitution, which authorization includes the issuance, **if applicable**, of State General Obligation Bonds for the Project (Project Bonds) as set forth in the Funding Summary; and

1.3 WHEREAS, if applicable, the Entity has supplied the State with evidence of the availability and commitment of Local, Federal or Non-State Matching Funds for the Project, as set forth in the Funding Summary; and

1.4 WHEREAS, the State appropriated State General Fund (Direct) or other sources of cash for the Project or the Bond Commission did grant a cash line of credit and/or a non-cash line of credit for the Project in the amount(s) as stated in the Funding Summary; and

1.5 WHEREAS, the Act provides that all of the funds appropriated, in the absence of express language to the contrary, shall be considered as having been appropriated directly to FP&C and shall be administered by FP&C under Cooperative Endeavor Agreements;

IT IS HEREBY AGREED by the State and the Entity that:

ARTICLE II
PURPOSE

2.1 The purpose of this Agreement is to set forth the terms of administering the Project by FP&C. FP&C will administer this Project in accordance with the Non-State Entity Capital Outlay Administrative Guidelines, January, 2019 ed. (the “Guidelines”), which is incorporated herein and made a part of this Agreement. As required by Section 147(e) of the Internal Revenue Code of 1986, as amended. The Entity hereby understands and agrees that, in addition to requirements of the Guidelines, no proceeds of the Project Bonds can or will be used for airplanes, skyboxes or luxury private boxes, health club facilities, facilities primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

ARTICLE III
SCOPE

3.1 As provided in the Act, the State funds for this Project are limited to capital improvements for the Project, in the Parish, and in the amounts set forth in the Funding Summary.

3.2 If the Entity enters into a contract prior to receipt of funding and prior to execution of a Cooperative Endeavor Agreement, then payments under such contracts are prohibited from capital outlay appropriations and are the sole responsibility of the Entity.

Mid-City Drainage Improvements, Planning and Construction
(Ouachita)
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3.3 The Entity hereby acknowledges and confirms that this Project constitutes a **Public Purpose** and will fulfill a public need within the parish in which the Project is to be located, all in accordance with Article VII, Section 14 of the Constitution.

3.4 Allowable costs shall not include the operating expenses of the Entity. In no case shall the total of any of the allowable costs exceed the amount shown in the Funding Summary.

ARTICLE IV USE OF FUNDS

4.1 The Entity hereby acknowledges and agrees that the funds provided by the State to the Entity shall be used solely for the purposes authorized and permitted in the Act and in accordance with all provisions of law affecting the Project, as well as the constitutional and statutory restrictions on the use of State funds for public purposes. The Entity acknowledges that any funds not used in accordance with the terms of this Agreement and state law will be reimbursed to the State.

4.2 The Entity shall not execute any contracts or agreements that would expend or commit State funds in excess of the amount for which lines of credit were granted pursuant to the Act. The Entity shall be solely responsible for any amount that exceeds the amount appropriated by the State.

4.3 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity shall not take any action which would have the effect of impairing the tax exempt status of the Project Bonds. The Entity agrees that the proceeds will not be used directly or indirectly in any trade or business carried on by any person other than a governmental unit. The Entity further agrees that the proceeds will not be used directly or indirectly to provide a facility used by any person other than the Entity pursuant to a lease, management contract, requirements contract or other arrangement granting, directly or indirectly, an interest in or special legal entitlement to the Project to a person other than the Entity, unless the State receives an opinion from a nationally recognized bond counsel that such contract will not adversely affect the tax-exempt status of the Project Bonds. The Entity shall immediately notify the State prior to entering into any such contract.

4.4 The Entity shall make no changes in its local laws, bylaws, charter or other organizational documents which would allow use of the Project for any purpose other than a public purpose.

ARTICLE V ADMINISTRATIVE COSTS

5.1 Notwithstanding any provision of this contract to the contrary, FP&C may use up to six percent of each State fund line item contained in the Funding Summary for costs associated with administering the Project, all in accordance with the provisions of the Act.

ARTICLE VI PUBLIC BID LAWS

6.1 The Entity will solicit bids for the services, labor and materials needed to construct said Project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, *et seq.*, applicable to political subdivisions of the State. The Entity will also keep a procurement file relative to the necessary acquisition of services, labor and materials needed to complete said Project which will be subject to review by the State at any time.

ARTICLE VII COORDINATION

7.1 It is the responsibility of the Entity to administer the Project according to all applicable laws, rules and regulations and to ensure that the work is the best obtainable within established trade practice. The submittal of documentation to FP&C as required by this Agreement shall be for the purpose of verifying that the funds are spent in accordance with this Agreement and the applicable legislation, providing evidence of the progress of the Project and verifying that such documentation is being produced. FP&C will not provide extensive document review for the Project or take the responsibility for determining whether or not this documentation is complete and accurate.

7.2 The participation by FP&C in the Project shall in no way be construed to make FP&C a party to any contract between the Entity and its contractors.

ARTICLE VIII CHANGE ORDERS

8.1 A change order for the Project shall be subject to the approval of FP&C. However, as per R.S. 39:126, one or more change orders that cause an excess in the aggregate of **One Hundred Thousand Dollars (\$100,000)** per month shall also require the approval of the Joint Legislative Committee on the Budget ("Committee") and the Commissioner

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of Administration or his designee. Any change order in excess of fifty thousand dollars but less than one hundred thousand dollars shall be submitted to the Joint Legislative Committee on the Budget for review but shall not require Committee approval.

ARTICLE IX **HOLD HARMLESS AND INDEMNITY**

9.1 The Entity agrees and obligates itself, its successors and assigns to defend, indemnify and save harmless and provide a defense for the State, its officials, officers and employees against any and all claims, demands, suits, actions (*ex contractu, ex delictu*, quasi-contractual, statutory or otherwise), judgments of sums of money, attorney's fees and court costs to any party or third person including, but not limited to amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of the Entity or any of the above, growing out of, resulting from or by reason of any violation of the requirements of the Act and OBA or any other State law, or any negligent act or omission, operation or work of the Entity, its employees, servants, contractors or any person engaged upon or in connection with the engineering services, construction and construction engineering required or performed by the Entity hereunder including, but not limited to any omissions, defects or deficiencies in the plans, specifications or estimates, or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction or construction engineering cost incurred, or any other claim of whatever kind or nature arising from, out of or in any way connected with the Project, to the extent permitted by law.

9.2 Nothing herein is intended, nor shall be deemed to create a third party beneficiary to or for any obligation by FP&C herein or to authorize any third person to have any action against FP&C arising out of this Agreement.

9.3 The Entity further agrees and obligates itself, its successors and assigns, to indemnify and hold harmless the State for any monetary consequences resulting any Project Bonds issued by the State or interest therein being declared taxable as a result of the Entity's actions or inactions hereunder.

ARTICLE X **DISBURSEMENT OF FUNDS**

10.1 After execution of this Agreement in accordance with the terms hereof and the Act, the State, through FP&C, shall provide the Entity, identified under the Federal Tax Identification Number as set forth in the Funding Summary, with funds on an *as-needed* basis as approved by FP&C, but not to exceed the total Capital Outlay Cash, less FP&C Administration fee, as set forth in the Funding Summary. The Entity shall not be entitled to reimbursement of any expenditures made prior to the issuance of a cash line of credit or receipt of cash funding.

10.2 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity agrees to use its best efforts to expend all of the funds subject to this Agreement within two (2) years from the date of the issuance of the Project Bonds. FP&C agrees that it will notify the Entity of the date the Project Bonds are issued within one (1) month from the issuance thereof. The Entity understands and agrees that if the funds subject to this Agreement are not totally expended within two (2) years from the issuance of the Project Bonds, FP&C can close the Project and recommend that the Legislature reallocate any unexpended proceeds to other projects.

10.3 The Entity recognizes and agrees that the receipt of the State monies is contingent upon the receipt, pledge and expenditure of Local/Federal Matching Funds by the Entity in the amount stated in the Funding Summary. The Entity acknowledges and agrees that the requisite amount of matching funds has been received, pledged, and/or expended on the Project.

10.4 In the event funds subject to this Agreement represent a non-cash line of credit as set forth in the Funding Summary, the Entity understands that the funds so designated represent a non-cash line of credit and that no monies can be withdrawn from the Treasury for the non-cash line of credit unless and until the State Bond Commission has either issued bonds or a cash line of credit therefor.

ARTICLE XI **OWNERSHIP OF PROPERTY**

11.1 The Entity hereby covenants that it owns, will acquire title to, or obtain servitudes for the property upon which the Project is to be located and that it shall not, while any of the Project Bonds remain outstanding, or during the term of this Agreement, transfer, convey, sell, lease, mortgage, assign or otherwise alienate its ownership or servitude rights in the land or real property and appurtenances which constitute the Project except as provided in Section 4.3. Projects to be located by permits on existing property of the State or a political subdivision of the State are exempt from these ownership requirements.

11.2 The Entity shall not sell, transfer, or otherwise dispose of any of the facilities financed with the Project Bond proceeds prior to the end of the Term, except such minor parts or portions thereof as may be disposed of due to normal wear and tear and obsolescence.

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ARTICLE XII **INSURANCE**

12.1 If State funds for this Project are used in whole or in part towards construction of fixed insurable improvements, then upon completion of construction, the Entity shall, for the term of this Agreement, maintain or cause to be maintained property insurance issued by a company or companies admitted to do business in the State of Louisiana, in an amount equal to 100% of the replacement cost of such improvements.

12.2 If the property is located in a Special Flood Hazard Area, flood insurance equal to 100% of the value of the building or up to a minimum of \$500,000 as allowed by National Flood Insurance Program (NFIP) shall be obtained on this property. This includes properties shown on a Flood Insurance Rate Map (FIRM) issued by FEMA as Zone A, AO, A1-30, AE, A99, AH, VO, V1-30, VE, V, ZM, or E.

ARTICLE XIII **PLEDGE OF LEASE REVENUES**

13.1 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity hereby covenants and agrees that it shall not, while any portion of the Project Bonds issued by the State to fund the Project remain outstanding, enter into any agreement or otherwise covenant to directly pledge to the State any lease revenues from any lessee, its successors or assigns, for the payment of principal, interest or other requirements with respect to the Project Bonds, nor shall the Entity deposit any such lease revenues into the Bond Security and Redemption Fund of the State unless the State receives an opinion from a nationally recognized bond counsel that such contract and/or deposit of funds will not adversely affect the tax-exempt status of the Project Bonds.

ARTICLE XIV **TERM**

14.1 The provisions of this Agreement shall be effective from the date of execution hereof and shall be binding upon all parties and shall remain in effect until FP&C determines that the project(s) for which funds are appropriated is completed or for as long as any Project Bonds issued for the Project, or any refunding bonds therefor, remain outstanding.

ARTICLE XV **TERMINATION**

15.1 FP&C may terminate this Agreement for cause based upon the failure of Entity to totally spend all funds subject to this Agreement within two years from the execution of this Agreement or, if applicable, within two years from the issuance of any Project Bonds or for any act by the Entity that the State determines to be unlawful or in violation of this Agreement.

15.2 FP&C may terminate this Agreement at any time without penalty by giving thirty (30) days written notice to the Entity of such termination. Entity shall be entitled to payment for deliverables in progress to the extent work has been approved by FP&C and subject to the availability of funds.

ARTICLE XVI **AVAILABILITY OF FUNDS**

16.1 The availability of funds set forth in the Funding Summary are subject to and contingent upon appropriation of funds by the legislature and, if applicable, issuance of a line of credit by the State Bond Commission.

ARTICLE XVII **ASSIGNMENT**

17.1 Entity shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the FP&C.

ARTICLE XVIII **AUDIT**

18.1 As provided in the Act, the Entity agrees to comply with the provisions of R.S. 24:513. The Act provides that no funds shall be released or provided to the Entity if, when and for as long as the Entity fails or refuses to comply with R.S. 24:513.

18.2 The Entity shall maintain appropriate financial records, and the State reserves the right to audit these records or require the Entity to provide an audit at any time. The Entity agrees to retain all books, records, and other documents relevant to this Agreement and the funds expended hereunder for at least three years after maturity of any

Mid-City Drainage Improvements, Planning and Construction
(Ouachita)
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Project Bonds, including bonds issued by the State to refinance such Project Bonds (such term of Project Bonds is expected to be not less than 20 years).

18.3 The Entity agrees to comply with the provisions of La. R.S. 24:513 (H)(2)(a) and shall designate an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.

ARTICLE XIX **REQUIRED MATCH**

19.1 Pursuant to LA R.S. 39:112(E)(2), Entity agrees to provide a match of not less than twenty-five (25) percent of the total requested amount of funding except as provided in LA R.S. 39:112(E)(2)(a) or (b).

ARTICLE XX **AMENDMENT OF AGREEMENT**

20.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties.

ARTICLE XXI **REVISIONS TO STATE FUNDING SUMMARY**

21.1 FP&C may revise the Funding Summary based on the appropriation in the most current Capital Outlay Act and, if applicable, the issuance of a line of credit by the State Bond Commission.

ARTICLE XXII **PROJECT CLOSEOUT**

22.1 The Entity shall submit to FP&C a final Request for Disbursement with all invoices, payment applications, change order, etc., on any contract for which FP&C has obligated funding. The Entity shall also submit to FP&C a statement that no additional funds are due to the Entity under this appropriation. Said final Request for Disbursement and statement shall be submitted not later than eighteen (18) months after the date of substantial completion or acceptance of the project.

22.2 Should the Entity fail to submit the final Request for Disbursement within the time period specified in Section 22.1, then FP&C will consider all obligations as being paid in full to the Entity and the project will be closed.

Mid-City Drainage Improvements, Planning and Construction
(Ouachita)
 FP&C Project No. 50-MV2-22-01
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THUS DONE AND SIGNED, this _____ day of _____, 2022,
 at _____, Louisiana.

WITNESSES:

STATE OF LOUISIANA

 FP&C Witness #1 Sign Here

BY: _____
JASON D. SOOTER
FP&C DIRECTOR
DIVISION OF ADMINISTRATION

 FP&C Witness #2 Sign Here

THUS DONE AND SIGNED, this _____ day of _____, 2022,
 at _____, Louisiana.

WITNESSES:

CITY OF WEST MONROE

 Entity Witness #1 Signature

BY: _____
STACI ALBRITTON
MAYOR

 Entity Witness #1 Printed Name

 Entity Witness #2 Signature

 Entity Witness #2 Printed Name

FUNDING SUMMARY
THE STATE OF LOUISIANA and
City of West Monroe
Mid-City Drainage Improvements, Planning and Construction
(Ouachita)
FP&C Project No. 50-MV2-22-01

REVISION NO. _____ Date: _____

ACT #	YEAR	DESCRIPTION	STATE CASH	STATE NON-CASH LINE OF CREDIT	OTHER	TOTAL FUNDING
117	2022	General Fund (Non Recurring)	\$925,000			\$925,000
TOTAL			\$925,000		\$308,333	\$1,233,333
		FPC ADMIN.	\$41,625			

Federal Tax Identification for Entity: 72-6001497

Notes:

1. Planning costs shall not exceed 10% of Construction costs. Miscellaneous costs shall not exceed 5% of Construction costs.
2. Capital Outlay Cash includes General Funds, NRP Bonds, Cash Line of Credit and/or Bonds sold.
3. Total in "Other" column equals required 25% match as reflected in Article XIX.
4. The estimated cost of construction is \$4,362,500.00 per the 2022-23 Capital Outlay Request.

STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE STATE OF LOUISIANA THROUGH THE OFFICE OF FACILITY PLANNING AND CONTROL OF THE DIVISION OF ADMINISTRATION WITH RESPECT TO THE PROJECT “SUNSHINE HEIGHTS DRAINAGE IMPROVEMENTS, PLANNING AND CONSTRUCTION (OUACHITA) FP&C PROJECT NO. 50-MV2-22-02”; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as the Mayor of the City of West Monroe, is hereby authorized to enter into a Cooperative Endeavor Agreement with the State of Louisiana through the Office of Facility Planning and Control of the Division of Administration with respect to the project referred to as “SUNSHINE HEIGHTS DRAINAGE IMPROVEMENTS, Planning and Construction (Ouachita) FP&C Project No. 50-MV2-22-02” , all as more fully set forth in the attached Exhibit A.

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

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 in addition to and not in limitation of the authority granted to Staci Albritton Mitchell, as the Mayor, as set forth above, Christen Heath, Deputy City Clerk of the City of West Monroe, Louisiana, is hereby additionally designated to act for and on behalf of the City of West Monroe, Louisiana, in all matters pertaining to this project, including certifying requests to the State of Louisiana for disbursements.

The above Ordinance was read and considered by sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, this 6th day of September, 2022, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

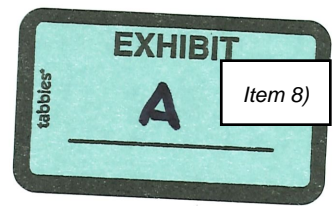
ABSENT: _____

ATTEST:

APPROVED THIS 6TH DAY OF
SEPTEMBER, 2022

RONALD S. OLVEY, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

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



**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE STATE OF LOUISIANA and
CITY OF WEST MONROE
Sunshine Heights Drainage Improvements, Planning and Construction
(Ouachita)
FP&C Project No. 50-MV2-22-02**

In accordance with Article VII, Section 14 of the 1974 Constitution of the State of Louisiana (Constitution), the **STATE OF LOUISIANA** (State), herein represented by **JASON D. SOOTER, DIRECTOR, FACILITY PLANNING AND CONTROL, DIVISION OF ADMINISTRATION (DOA)**, and **CITY OF WEST MONROE** (Entity), a political subdivision of the State, herein represented by **STACI ALBRITTON, MAYOR** do hereby enter into a Cooperative Endeavor Agreement (Agreement) to serve the public for the purposes hereinafter declared.

ARTICLE I

1.1 WHEREAS, the Capital Outlay Act (Act), adopted in accordance with Article VII, Section 6 of the Constitution, is the comprehensive capital outlay budget required by said Article VII, Section 6, and contains an appropriation for the Entity for the Project Number and Project Description (Project) as set forth in a State Funding Summary ("Funding Summary") attached hereto for reference only; and

1.2 WHEREAS, the Omnibus Bond Act of the Louisiana Legislature (OBA), adopted in accordance with Article VII, Section 6 of the Louisiana Constitution of 1974, provides for the issuance by the State Bond Commission of State General Obligation Bonds for certain of the projects contained in the Act, including the Project, which bonds are to be secured by a pledge of the full faith and credit of the State, as well as by monies dedicated to and paid into the Security and Redemption Fund as provided in Article VII, Section 9 of the Constitution, which authorization includes the issuance, **if applicable**, of State General Obligation Bonds for the Project (Project Bonds) as set forth in the Funding Summary; and

1.3 WHEREAS, if applicable, the Entity has supplied the State with evidence of the availability and commitment of Local, Federal or Non-State Matching Funds for the Project, as set forth in the Funding Summary; and

1.4 WHEREAS, the State appropriated State General Fund (Direct) or other sources of cash for the Project or the Bond Commission did grant a cash line of credit and/or a non-cash line of credit for the Project in the amount(s) as stated in the Funding Summary; and

1.5 WHEREAS, the Act provides that all of the funds appropriated, in the absence of express language to the contrary, shall be considered as having been appropriated directly to FP&C and shall be administered by FP&C under Cooperative Endeavor Agreements;

IT IS HEREBY AGREED by the State and the Entity that:

**ARTICLE II
PURPOSE**

2.1 The purpose of this Agreement is to set forth the terms of administering the Project by FP&C. FP&C will administer this Project in accordance with the Non-State Entity Capital Outlay Administrative Guidelines, January, 2019 ed. (the "Guidelines"), which is incorporated herein and made a part of this Agreement. As required by Section 147(e) of the Internal Revenue Code of 1986, as amended. The Entity hereby understands and agrees that, in addition to requirements of the Guidelines, no proceeds of the Project Bonds can or will be used for airplanes, skyboxes or luxury private boxes, health club facilities, facilities primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

**ARTICLE III
SCOPE**

3.1 As provided in the Act, the State funds for this Project are limited to capital improvements for the Project, in the Parish, and in the amounts set forth in the Funding Summary.

3.2 If the Entity enters into a contract prior to receipt of funding and prior to execution of a Cooperative Endeavor Agreement, then payments under such contracts are prohibited from capital outlay appropriations and are the sole responsibility of the Entity.

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3.3 The Entity hereby acknowledges and confirms that this Project constitutes a **Public Purpose** and will fulfill a public need within the parish in which the Project is to be located, all in accordance with Article VII, Section 14 of the Constitution.

3.4 Allowable costs shall not include the operating expenses of the Entity. In no case shall the total of any of the allowable costs exceed the amount shown in the Funding Summary.

ARTICLE IV USE OF FUNDS

4.1 The Entity hereby acknowledges and agrees that the funds provided by the State to the Entity shall be used solely for the purposes authorized and permitted in the Act and in accordance with all provisions of law affecting the Project, as well as the constitutional and statutory restrictions on the use of State funds for public purposes. The Entity acknowledges that any funds not used in accordance with the terms of this Agreement and state law will be reimbursed to the State.

4.2 The Entity shall not execute any contracts or agreements that would expend or commit State funds in excess of the amount for which lines of credit were granted pursuant to the Act. The Entity shall be solely responsible for any amount that exceeds the amount appropriated by the State.

4.3 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity shall not take any action which would have the effect of impairing the tax exempt status of the Project Bonds. The Entity agrees that the proceeds will not be used directly or indirectly in any trade or business carried on by any person other than a governmental unit. The Entity further agrees that the proceeds will not be used directly or indirectly to provide a facility used by any person other than the Entity pursuant to a lease, management contract, requirements contract or other arrangement granting, directly or indirectly, an interest in or special legal entitlement to the Project to a person other than the Entity, unless the State receives an opinion from a nationally recognized bond counsel that such contract will not adversely affect the tax-exempt status of the Project Bonds. The Entity shall immediately notify the State prior to entering into any such contract.

4.4 The Entity shall make no changes in its local laws, bylaws, charter or other organizational documents which would allow use of the Project for any purpose other than a public purpose.

ARTICLE V ADMINISTRATIVE COSTS

5.1 Notwithstanding any provision of this contract to the contrary, FP&C may use up to six percent of each State fund line item contained in the Funding Summary for costs associated with administering the Project, all in accordance with the provisions of the Act.

ARTICLE VI PUBLIC BID LAWS

6.1 The Entity will solicit bids for the services, labor and materials needed to construct said Project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, *et seq.*, applicable to political subdivisions of the State. The Entity will also keep a procurement file relative to the necessary acquisition of services, labor and materials needed to complete said Project which will be subject to review by the State at any time.

ARTICLE VII COORDINATION

7.1 It is the responsibility of the Entity to administer the Project according to all applicable laws, rules and regulations and to ensure that the work is the best obtainable within established trade practice. The submittal of documentation to FP&C as required by this Agreement shall be for the purpose of verifying that the funds are spent in accordance with this Agreement and the applicable legislation, providing evidence of the progress of the Project and verifying that such documentation is being produced. FP&C will not provide extensive document review for the Project or take the responsibility for determining whether or not this documentation is complete and accurate.

7.2 The participation by FP&C in the Project shall in no way be construed to make FP&C a party to any contract between the Entity and its contractors.

ARTICLE VIII CHANGE ORDERS

8.1 A change order for the Project shall be subject to the approval of FP&C. However, as per R.S. 39:126, one or more change orders that cause an excess in the aggregate of **One Hundred Thousand Dollars (\$100,000)** per month

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(Ouachita)
FP&C Project No. 50-MV2-22-02
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shall also require the approval of the Joint Legislative Committee on the Budget ("Committee") and the Commissioner of Administration or his designee. Any change order in excess of fifty thousand dollars but less than one hundred thousand dollars shall be submitted to the Joint Legislative Committee on the Budget for review but shall not require Committee approval.

ARTICLE IX **HOLD HARMLESS AND INDEMNITY**

9.1 The Entity agrees and obligates itself, its successors and assigns to defend, indemnify and save harmless and provide a defense for the State, its officials, officers and employees against any and all claims, demands, suits, actions (*ex contractu, ex delictu*, quasi-contractual, statutory or otherwise), judgments of sums of money, attorney's fees and court costs to any party or third person including, but not limited to amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of the Entity or any of the above, growing out of, resulting from or by reason of any violation of the requirements of the Act and OBA or any other State law, or any negligent act or omission, operation or work of the Entity, its employees, servants, contractors or any person engaged upon or in connection with the engineering services, construction and construction engineering required or performed by the Entity hereunder including, but not limited to any omissions, defects or deficiencies in the plans, specifications or estimates, or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction or construction engineering cost incurred, or any other claim of whatever kind or nature arising from, out of or in any way connected with the Project, to the extent permitted by law.

9.2 Nothing herein is intended, nor shall be deemed to create a third party beneficiary to or for any obligation by FP&C herein or to authorize any third person to have any action against FP&C arising out of this Agreement.

9.3 The Entity further agrees and obligates itself, its successors and assigns, to indemnify and hold harmless the State for any monetary consequences resulting any Project Bonds issued by the State or interest therein being declared taxable as a result of the Entity's actions or inactions hereunder.

ARTICLE X **DISBURSEMENT OF FUNDS**

10.1 After execution of this Agreement in accordance with the terms hereof and the Act, the State, through FP&C, shall provide the Entity, identified under the Federal Tax Identification Number as set forth in the Funding Summary, with funds on an *as-needed* basis as approved by FP&C, but not to exceed the total Capital Outlay Cash, less FP&C Administration fee, as set forth in the Funding Summary. The Entity shall not be entitled to reimbursement of any expenditures made prior to the issuance of a cash line of credit or receipt of cash funding.

10.2 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity agrees to use its best efforts to expend all of the funds subject to this Agreement within two (2) years from the date of the issuance of the Project Bonds. FP&C agrees that it will notify the Entity of the date the Project Bonds are issued within one (1) month from the issuance thereof. The Entity understands and agrees that if the funds subject to this Agreement are not totally expended within two (2) years from the issuance of the Project Bonds, FP&C can close the Project and recommend that the Legislature reallocate any unexpended proceeds to other projects.

10.3 The Entity recognizes and agrees that the receipt of the State monies is contingent upon the receipt, pledge and expenditure of Local/Federal Matching Funds by the Entity in the amount stated in the Funding Summary. The Entity acknowledges and agrees that the requisite amount of matching funds has been received, pledged, and/or expended on the Project.

10.4 In the event funds subject to this Agreement represent a non-cash line of credit as set forth in the Funding Summary, the Entity understands that the funds so designated represent a non-cash line of credit and that no monies can be withdrawn from the Treasury for the non-cash line of credit unless and until the State Bond Commission has either issued bonds or a cash line of credit therefor.

ARTICLE XI **OWNERSHIP OF PROPERTY**

11.1 The Entity hereby covenants that it owns, will acquire title to, or obtain servitudes for the property upon which the Project is to be located and that it shall not, while any of the Project Bonds remain outstanding, or during the term of this Agreement, transfer, convey, sell, lease, mortgage, assign or otherwise alienate its ownership or servitude rights in the land or real property and appurtenances which constitute the Project except as provided in Section 4.3. Projects to be located by permits on existing property of the State or a political subdivision of the State are exempt from these ownership requirements.

11.2 The Entity shall not sell, transfer, or otherwise dispose of any of the facilities financed with the Project Bond proceeds prior to the end of the Term, except such minor parts or portions thereof as may be disposed of due to normal wear and tear and obsolescence.

Sunshine Heights Drainage Improvements, Planning and
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ARTICLE XII **INSURANCE**

12.1 If State funds for this Project are used in whole or in part towards construction of fixed insurable improvements, then upon completion of construction, the Entity shall, for the term of this Agreement, maintain or cause to be maintained property insurance issued by a company or companies admitted to do business in the State of Louisiana, in an amount equal to 100% of the replacement cost of such improvements.

12.2 If the property is located in a Special Flood Hazard Area, flood insurance equal to 100% of the value of the building or up to a minimum of \$500,000 as allowed by National Flood Insurance Program (NFIP) shall be obtained on this property. This includes properties shown on a Flood Insurance Rate Map (FIRM) issued by FEMA as Zone A, AO, A1-30, AE, A99, AH, VO, V1-30, VE, V, ZM, or E.

ARTICLE XIII **PLEDGE OF LEASE REVENUES**

13.1 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity hereby covenants and agrees that it shall not, while any portion of the Project Bonds issued by the State to fund the Project remain outstanding, enter into any agreement or otherwise covenant to directly pledge to the State any lease revenues from any lessee, its successors or assigns, for the payment of principal, interest or other requirements with respect to the Project Bonds, nor shall the Entity deposit any such lease revenues into the Bond Security and Redemption Fund of the State unless the State receives an opinion from a nationally recognized bond counsel that such contract and/or deposit of funds will not adversely affect the tax-exempt status of the Project Bonds.

ARTICLE XIV **TERM**

14.1 The provisions of this Agreement shall be effective from the date of execution hereof and shall be binding upon all parties and shall remain in effect until FP&C determines that the project(s) for which funds are appropriated is completed or for as long as any Project Bonds issued for the Project, or any refunding bonds therefor, remain outstanding.

ARTICLE XV **TERMINATION**

15.1 FP&C may terminate this Agreement for cause based upon the failure of Entity to totally spend all funds subject to this Agreement within two years from the execution of this Agreement or, if applicable, within two years from the issuance of any Project Bonds or for any act by the Entity that the State determines to be unlawful or in violation of this Agreement.

15.2 FP&C may terminate this Agreement at any time without penalty by giving thirty (30) days written notice to the Entity of such termination. Entity shall be entitled to payment for deliverables in progress to the extent work has been approved by FP&C and subject to the availability of funds.

ARTICLE XVI **AVAILABILITY OF FUNDS**

16.1 The availability of funds set forth in the Funding Summary are subject to and contingent upon appropriation of funds by the legislature and, if applicable, issuance of a line of credit by the State Bond Commission.

ARTICLE XVII **ASSIGNMENT**

17.1 Entity shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the FP&C.

ARTICLE XVIII **AUDIT**

18.1 As provided in the Act, the Entity agrees to comply with the provisions of R.S. 24:513. The Act provides that no funds shall be released or provided to the Entity if, when and for as long as the Entity fails or refuses to comply with R.S. 24:513.

18.2 The Entity shall maintain appropriate financial records, and the State reserves the right to audit these records or require the Entity to provide an audit at any time. The Entity agrees to retain all books, records, and other

Sunshine Heights Drainage Improvements, Planning and
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(Ouachita)
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documents relevant to this Agreement and the funds expended hereunder for at least three years after maturity of any Project Bonds, including bonds issued by the State to refinance such Project Bonds (such term of Project Bonds is expected to be not less than 20 years).

18.3 The Entity agrees to comply with the provisions of La. R.S 24:513 (H)(2)(a) and shall designate an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.

ARTICLE XIX **REQUIRED MATCH**

19.1 Pursuant to LA R.S. 39:112(E)(2), Entity agrees to provide a match of not less than twenty-five (25) percent of the total requested amount of funding except as provided in LA R.S. 39:112(E)(2)(a) or (b).

ARTICLE XX **AMENDMENT OF AGREEMENT**

20.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties.

ARTICLE XXI **REVISIONS TO STATE FUNDING SUMMARY**

21.1 FP&C may revise the Funding Summary based on the appropriation in the most current Capital Outlay Act and, if applicable, the issuance of a line of credit by the State Bond Commission.

ARTICLE XXII **PROJECT CLOSEOUT**

22.1 The Entity shall submit to FP&C a final Request for Disbursement with all invoices, payment applications, change order, etc., on any contract for which FP&C has obligated funding. The Entity shall also submit to FP&C a statement that no additional funds are due to the Entity under this appropriation. Said final Request for Disbursement and statement shall be submitted not later than eighteen (18) months after the date of substantial completion or acceptance of the project.

22.2 Should the Entity fail to submit the final Request for Disbursement within the time period specified in Section 22.1, then FP&C will consider all obligations as being paid in full to the Entity and the project will be closed.

Sunshine Heights Drainage Improvements, Planning and
Construction
(Ouachita)
FP&C Project No. 50-MV2-22-02
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THUS DONE AND SIGNED, this _____ day of _____, 2022,
at _____, Louisiana.

WITNESSES:

STATE OF LOUISIANA

FP&C Witness #1 Sign Here

BY: _____
JASON D. SOOTER
FP&C DIRECTOR
DIVISION OF ADMINISTRATION

FP&C Witness #2 Sign Here

THUS DONE AND SIGNED, this _____ day of _____, 2022,
at _____, Louisiana.

WITNESSES:

CITY OF WEST MONROE

Entity Witness #1 Signature

BY: _____
STACI ALBRITTON
MAYOR

Entity Witness #1 Printed Name

Entity Witness #2 Signature

Entity Witness #2 Printed Name

FUNDING SUMMARY
THE STATE OF LOUISIANA and
City of West Monroe
Sunshine Heights Drainage Improvements, Planning and Construction
(Ouachita)
FP&C Project No. 50-MV2-22-02

REVISION NO. _____ Date: _____

ACT #	YEAR	DESCRIPTION	STATE CASH	STATE NON-CASH LINE OF CREDIT	OTHER	TOTAL FUNDING
117	2022	General Fund (Non Recurring)	\$500,000			\$500,000
TOTAL			\$500,000		\$166,667	\$666,667
		FPC ADMIN.	\$22,500			

Federal Tax Identification for Entity: 72-6001497

Notes:

1. Planning costs shall not exceed 10% of Construction costs. Miscellaneous costs shall not exceed 5% of Construction costs.
2. Capital Outlay Cash includes General Funds, NRP Bonds, Cash Line of Credit and/or Bonds sold.
3. Total in "Other" column equals required 25% match as reflected in Article XIX.
4. The estimated cost of construction is \$1,446,334.00 per the 2022-23 Capital Outlay Request.

STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE THE CITY TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT (LINE ITEM APPROPRIATION) WITH THE LOUISIANA DEPARTMENT OF THE TREASURY AND THE STATE OF LOUISIANA, WITH RESPECT TO THE RECEIPT OF A LINE ITEM APPROPRIATION IN THE AMOUNT OF \$290,000.00 FOR NEW SIDEWALKS FOR SAFE ACCESS TO KIROLI ELEMENTARY SCHOOL AND KIROLI PARK; TO AUTHORIZE EXECUTION OF THAT COOPERATIVE ENDEAVOR AGREEMENT AND COMPLIANCE WITH ITS TERMS AND PROVISIONS; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the City of West Monroe is the recipient of a line item appropriation contained in Act 170 of the 2022 Regular Session, the supplement appropriations act of the State of Louisiana, in the amount of \$290,000.00; and

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

WHEREAS, the monies must be expended for the purpose “New sidewalks for safe access to Kiroli Elementary School and Kiroli Park”, and the receipt and expenditure of these funds will be beneficial to the City of West Monroe, Louisiana, and its residents.

NOW, THEREFORE:

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe is hereby authorized to enter into a Cooperative Endeavor Agreement (Line Item Appropriation) by and between the Louisiana Department of the Treasury and the State of Louisiana, and the City of West Monroe in order to obtain appropriated funds in the amount of \$290,000.00 for the purpose of “New sidewalks for safe access to Kiroli Elementary School and Kiroli Park”, with the terms, conditions and provisions of that Cooperative Endeavor Agreement (Line Item Appropriation), to be substantially as set forth on the attached Exhibit “A” (and any omissions in the information to be inserted by the City to be completed prior to submission).

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

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

The above Ordinance was read and considered by sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, this 6th day of September, 2022, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

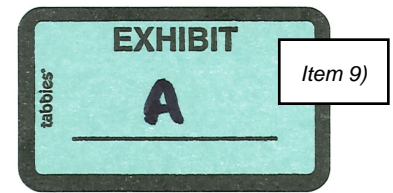
ABSENT: _____

ATTEST:

APPROVED THIS 6TH DAY OF
SEPTEMBER, 2022

RONALD S. OLVEY, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

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



STATE OF LOUISIANA
COOPERATIVE ENDEAVOR AGREEMENT
(Line Item Appropriation)

THIS COOPERATIVE ENDEAVOR, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as “State” and/or “Agency” and **CITY OF WEST MONROE** officially domiciled at 2305 North 7th Street, West Monroe, LA 71291, hereinafter referred to as “Contracting Party”.

ARTICLE I

WITNESSETH:

1.1 WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that “for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;” and

1.2 WHEREAS, Act 170 of 2022 Regular Legislative Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 170 contains a line item appropriation within the Agency’s budget for the benefit of **CITY OF WEST MONROE** of which the sum of **TWO HUNDRED AND NINETY THOUSAND & NO/100 (\$290,000.00) DOLLARS** has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;

1.3 WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation of the project as hereinafter provided;

1.4 WHEREAS, the public purpose is described as: **Construction of new sidewalks for safe access to Kiroli Elementary School and Kiroli Park;**

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with Act 170 of 2022 Regular Legislative Session, if applicable and the Governor’s Executive Order JBE 2016 - 38 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as “Attachment E.

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

ARTICLE II

SCOPE OF SERVICES

2.1 The Contracting Party shall: *Provide safe pedestrian access from Tupawek Estates Subdivision to Kiroli Elementary School and Kiroli Park. This shall be accomplished through the construction of concrete sidewalks and crosswalks along Tupawek Drive and Kiroli Road. This will allow school children and families living in Tupawek Estates to walk to safely walk to the school and park without utilizing the street to do so.*

2.2 Deliverables: *Executed construction contract will be provided at the beginning of construction, quarterly reports (below) will be submitted throughout the performance period, and a certificate of substantial completion will be provided at the conclusion of construction.*

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

2.3 Budget: The **Budget** for this project is incorporated herein as **Attachment B** which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The **Budget** for this project shall not exceed the total sum of **TWO HUNDRED AND NINETY THOUSAND & NO/100 (\$290,000.00) DOLLARS** which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the **Budget** attached as "Attachment B", without the **prior** approval of the State. **Attachment B Page 2 - Staffing Chart** and **Attachment B Page 3 - Schedule of Professional and Other Contracting Services** are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

2.4 Disclosure and Certification Statement(s): **Attachment E - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this **Attachment E**, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in **Attachment B Page 3** and any attachments thereto, **Attachment E-1 - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph. For public or quasi-public entities which are recipients under Act 170 of 2022 Regular Legislative

Session and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The recipient assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines "immediate family" as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1111 et seq.

ARTICLE III **CONTRACT MONITOR**

3.1 The Contract Monitor for this Agreement is the Local Government Fund Management Division of the Department of the Treasury.

3.2 Monitoring Plan: During the term of this Agreement, the Contracting Party shall discuss with the State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. The Contract Monitor shall review and analyze the Contracting Party's Plan to ensure the Contracting Party's compliance with the requirements of the Agreement.

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

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

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

ARTICLE IV

PAYMENT TERMS

4.1 Payment shall be made to the Contracting Party under the terms and conditions of one of the following plans *(Please check one)*:

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

☐ **PLAN B:** One initial payment limited to no more than 25% of the total line item appropriation shall be made to the Contracting Party in advance of services being performed **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan), and the Cooperative Endeavor Agreement is approved by the Office of Contractual Review or other delegated authority. The balance of the appropriation will be paid provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. **Upon receipt of the 1st Quarter Progress and Cost Reports and approval thereof, the initial 25% payment will be applied and if such approved expenses exceed the initial payment, the difference will be forthcoming.**

☐ **PLAN C:** Payment of 100% of the line item appropriation shall be made to the Contracting Party in advance of purchasing equipment or other similar expenditures **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan) indicating that there is no other source of funding available to make the purchase to satisfy the goals and objectives of the project, and the Cooperative Endeavor Agreement is approved by the Office of Contractual Review or other delegated authority.

4.2 Travel expenses, if any, shall be reimbursed only in the event that this Agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement. If reimbursement is sought for meals, which under Memorandum No. 49 are based upon departure and return times and dates that are properly set forth on the State Travel Expense Report, the Contracting Party shall fully complete and submit such Travel Expense Report, attached hereto as **Attachment F**, in addition to all other required submissions, for such reimbursement.

4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring

between and including the dates of July 1, 2022 and June 30, 2023, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval of this Agreement by the Office of Contractual Review or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2023, MUST, under all circumstances, be received by the Agency no later than July 15, 2023, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

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

4.4 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under Act 170 of 2022 Regular Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2023.

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the agreement shall be turned over to the Attorney General's Office, Collections Section for collection purposes.

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

ARTICLE V
TERMINATION FOR CAUSE

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

ARTICLE VI
TERMINATION FOR CONVENIENCE

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

ARTICLE VII
OWNERSHIP

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

ARTICLE VIII
ASSIGNMENT

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

ARTICLE IX

FINANCIAL DISCLOSURE

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

ARTICLE X

AUDITOR'S CLAUSE

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of Treasury's acceptance of the final Cost and Progress Reports and documentation as required to be filed under Section 2.2 of the Agreement.

ARTICLE XI

AMENDMENTS IN WRITING

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

ARTICLE XII

FISCAL FUNDING CLAUSE

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

ARTICLE XIII
TERM OF CONTRACT

13.1 This Agreement shall begin on July 1, 2022 and shall terminate on June 30, 2023. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2023. There is no extension of the June 30, 2023 deadline without legislative action and approval.

ARTICLE XIV
DISCRIMINATION CLAUSE

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

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the ____ day of _____, 20____

WITNESSES:

DEPARTMENT OF THE TREASURY
STATE OF LOUISIANA

Agency Head or designee

Print Name and Title

THUS DONE AND SIGNED AT West Monroe, Louisiana on the 7th day, of September, 2022.

WITNESSES:

Contracting Party

Authorized Person

Staci Albritton Mitchell, Mayor
Print Name and Title

<p align="center">ATTACHMENT A - PLAN Act 170 of 2022 Regular Legislative Session Schedule 20</p>	<p>NAME OF CONTRACTING PARTY: CITY OF WEST MONROE</p>
	<p>NAME AND BRIEF NARRATIVE OF PROGRAM: Construction of new sidewalks for safe access to Kiroli Elementary School and Kiroli Park</p>
<p>Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). What are the goals, objective(s), expected outcomes/results for this program: Indicate the goals/objectives for this program. Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.</p>	
<p>1. Program Goal (Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.)</p> <p>To provide safe pedestrian access from Tupawek Estates Subdivision to Kiroli Elementary School and Kiroli Park.</p>	
<p>2. Program Objective(s) (Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal, that identify the expected outcomes and results. The program objective must include a percentage, a specific dollar amount or a number).</p> <p>Construction of a safe permanent route connecting the residences within Tupawek Estates Subdivision to the Kiroli Road sidewalk system. (100%, \$290,000)</p>	
<p>3. Relevant Activity (Activities) (An activity is a distinct subset of functions or services within a program to meet the Program Objective.)</p> <p>1. Construction of concrete sidewalks and crosswalks by publicly-bid contract. 2. Administration of construction contract and inspection of construction activities (CE&I).</p>	
<p>4. Performance Measure(s) (Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness. A Performance Measure must be designated as a percentage, a specific dollar amount or a number).</p> <p>Construction of new concrete sidewalks and crosswalks. Performance measurement will be reported by percentage of completion of construction each quarter. (100%, \$290,000)</p>	

ATTACHMENT B

Page 1

Project Budget (2022-2023)

Act 170 of 2022 Regular Legislative Session

Schedule 20

CITY OF WEST MONROE**Anticipated Income or Revenue****Sources** *(list all sources of revenue)***Amounts**

1. State of LA - Act 170 Appropriation

\$290,000

2.

\$

3.

\$

Total all sources

\$290,000**Anticipated Expenses****Expense Categories****Total Amount****Amount Line Item
Appropriation***(see Footnote 1 below)**(see Footnote 2 below)*

Gross Salaries(See Attachment B, Page 2)

\$

\$

Related Benefits (Employer share)

\$

\$

Travel

\$

\$

Operating Services:

Advertising

\$

\$

Printing

\$

\$

Insurance

\$

\$

Maintenance of Equipment

\$

\$

Maintenance of Office and Grounds

\$

\$

Rentals

\$

\$

Software licensing

\$

\$

Dues and Subscriptions

\$

\$

Telephones and Internet Service

\$

\$

Postage

\$

\$

Utilities

\$

\$

Other

\$

\$

Office Supplies

\$

\$

Professional & Contract Services

\$290,000

\$290,000

(See Attachment B, Page 3)

Other Charges (See Attachment B, Page 4)

\$

\$

Acquisitions & Major Repairs

\$

\$

Total Use of the Appropriation

\$290,000\$290,000

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

All numbers must be rounded to the nearest dollar.

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

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

ATTACHMENT B

Page 2

Staffing Chart

Act 170 of 2022 Regular Legislative Session

Schedule 20

Name of Contracting Party: _____

Name of Program: _____

Name	Title	Total Annual Salary Amount	Total Salary Paid by Appropriation		Related Benefits	Full time or Part Time # of months
			Amount	Percentage		

Totals \$ _____ \$ _____ \$ _____

ATTACHMENT B

Page 3

Schedule of Professional and Other Contract Services

Act 170 of 2022 Regular Legislative Session

Schedule 20

Name of Contracting Party: CITY OF WEST MONROE

Name of Program: New Sidewalks for Safe Access to Kiroli Elementary School and Kiroli Park

Name and Address of Individual and/or Firm	Nature of Work Performed and Justification for Services	Total Contract Amount	Total Paid by Appropriation
S. E. Huey Co. 1111 North 19 th Street Monroe, LA 71201	Construction Engineering and Inspection	\$21,500	\$21,500
TBD	Construction Contract	\$268,500	\$268,500

Totals \$ \$290,000 \$ \$290,000

ATTACHMENT B

Page 4

Schedule of Other Charges

Act 170 of 2022 Regular Legislative Session

Schedule 20

Name of Contracting Party: _____

Name of Program: _____

<p>Provide a description of the intended use of the funds listed in Other Charges and the dollar amount. Each use should be listed separately. Do not budget funds in Other Charges that can be placed in another expenditure category.</p>	<p>List dollar Amount for each use</p>
1.	
	Total – Should agree with Attachment B, Page 1

ATTACHMENT B-SUPPLEMENT

Business Plan

Narrative Justification for Plan B or Plan C

Act 170 of 2022 Regular Legislative Session

Schedule 20

Type Name of Contracting Party

ATTACHMENT C

Progress Report for the Period of _____ to _____ Schedule 20 Act 170 of 2022 Regular Legislative Session (To be submitted quarterly showing progress achieved. Duplicate pages as needed.)

Name of Contracting Party: _____

Contact Name: _____

Telephone: (____) _____ Fax : (____) _____

Goal:		
Objective(s): 1. 2. 3.		
Activity(Activities) Performed:		
Performance Measure(s): 1. 2. 3.		% , \$ amt. or number complete 1. 2. 3.

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

Print Name and Title

Date

ATTACHMENT D

Cost Report for the Period of _____ to _____

(Expense categories & dollar amounts must reflect those listed in "Attachment B" project budget.)

Schedule 20

Name of Contracting Party: _____

Name of Program: _____

Expense Category	Amount of Line Item Appropriation from Attachment B Page 1	Quarterly Expenditures	Total Cumulative Year to Date Expenditures	Balance Remaining
Gross Salaries				
Related Benefits (employer share)				
Travel				
Operating Services:				
Advertising				
Printing				
Insurance				
Maintenance of Equipment				
Maintenance of Office and Grounds				
Rentals				
Software licensing				
Dues and Subscriptions				
Telephones and Internet Service				
Postage				
Utilities				
Other				
Office Supplies				
Professional Services				
Other Charges				
Acquisitions & Major Repairs				
Totals	\$	\$	\$	\$

NOTE: Include a copy of the check and invoice/receipt for each expense submitted with this report.
 I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

 Signature of Authorized Person

 Print Name and Title

 Date

Cost Report for the Period of _____ to _____
Act 170 of 2022 Regular Legislative Session

Schedule 20

Name of Contracting Party: _____

Name of Program:

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

INSTRUCTIONS. List each individual amount and/or total and approved budget amount as listed on Page 3 of Attachment B.									
Name of Sub-contractor	Amount of Line Item Appropriation from Attachment B	Quarterly Expenditures to be paid by the State (must equal invoices etc.)	Total Cumulative Year to Date Expenditures including this quarter's expenditures	Balance Remaining					
Professional Services:									
Totals	\$	\$	\$	\$					\$

NOTE: An Attachment E-1 must be submitted for any sub-contractor listed on this attachment.

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

Print Name and Title

Date _____

ATTACHMENT E
Disclosure and Certification Statement
 Act 170 of 2022 Regular Legislative Session

Schedule 20

Contracting Party Name: City of West Monroe

Contractor's Mailing Address: 2305 North 7th Street, West Monroe, LA 71291

Name of Program: New sidewalks for safe access to Kiroli Elementary School and Kiroli Park

Organization Type: (Example: local government, non-profit, corporation, LLP, etc.) Municipality

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

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

Mayor Staci Albritton Mitchell	Ben Westerburg	Morgan Buxton
210 Hines Lane	1510 Elizabeth Street	905 Hicks Street
West Monroe, LA 71291	West Monroe, LA 71291	West Monroe, LA 71291
James "Polk" Brian	Thomas Hamilton	Rodney Welch
110 Wilhite Street	318 Trenton Street	610 Cypress Street
West Monroe, LA 71291	West Monroe, LA 71291	West Monroe, LA 71291

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

Scott Olvey	Christen Heath
109 Bayside Circle	130 Fox Run
West Monroe, LA 71291	West Monroe, LA 71291

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

- ☐ I hereby certify that this organization has no outstanding audit issues or findings.
- ☐ I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings. (ATTACH COPY OF AUDIT FINDINGS)

Attach a completed Federal Form W-9 (Request for Taxpayer Identification Number and Certification)

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

Print Name and Title

Date

ATTACHMENT E-1
Disclosure and Certification Statement

Act 170 of 2022 Regular Legislative Session

Schedule 20

Contracting Party Name: City of West Monroe

Name of Program: New sidewalks for safe access to Kiroli Elementary School and Kiroli Park

Sub-Contractor's Name: S. E. Huey Co.

Sub-Contractor's Mailing Address: 1111 North 19th Street, Monroe, LA 71201

Organization Type: (Example: local government, non-profit, corporation, LLP, etc.) Corporation

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

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

Robert L. George, IV, President
 709 Hodge Watson Rd.
 Calhoun, LA 71225

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

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

☒ I hereby certify that this organization has no outstanding audit issues or findings.

☐ I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings. (ATTACH COPY OF AUDIT FINDINGS)

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

 Signature of Subcontractor (*Authorized person*)

 Robert L. George, IV - President
 Print Name and Title

 September 7, 2022
 Date

DATE	HOUR		TERRITORY TRAVELED SHOW ALL POINTS VISITED		ODOMETER READING		MILES TRAV.	SUBSISTENCE LODGING		MEALS COST		TOLLS AND PARK.		TIPS		OTHER EXPENSES DESCRIPTION COS	
	DEP.	ARR.			DEPART	ARRIVE				NO.							
			TOTALS						\$		\$		\$		\$		\$

(To be completed if travel expense category includes reimbursement of mileage, lodging, meals and tips.)

Signature of Authorized Person

Print Name and Title

Date

Contact Sheet

Act 170 of 2022 Regular Legislative Session

Please complete all sections:

Legal Name of Entity: City of West Monroe

Authorized Person: Staci Albritton Mitchell, Mayor

Contact Person, if different: Scott Olvey, City Clerk

Telephone Number: (318) 396-2600

Fax Number: (318) 397-2382

Email Address: cityclerk@westmonroe.la.gov

Fed Tax ID#: 72-6001497

Physical Address: 2305 North 7th Street, West Monroe, LA 71291

Mailing Address: 2305 North 7th Street, West Monroe, LA 71291

Parish: Ouachita

Legal Status of Entity *: Municipality

* The legal status of the entity may be any of the following:

Sole Proprietorship

Partnership

Limited Liability Company

Municipality

Local Governmental Authority

Corporation

Non-profit Corporation

Non-Profit Religious Corporation

CHANGE ORDERNo. 3Dated: September 6, 2022

OWNER'S Contract No.: 000165

ENGINEER'S Project No.: 209793

Project:

Highland Park Commercial Subdivision Infrastructure
Improvements, Phase 1

CONTRACTOR: Merrick, LLCContract For: Highland Park Commercial Subdivision Contract Date: February 14, 2022

To: Merrick, LLC
Contractor

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

City of West Monroe

Owner

By: Staci Albritton Mitchell - MayorDated: September 6, 2022

Nature of Changes: Arkansas W.M. Connection Size Change, extra fittings to make bend along
Otis Street, Church Street water main connection under asphalt, and
Entergy conduits under roadway

Enclosures:

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

Contract Price Prior to This Change Order: \$ 1,891,983.60Net (Increase) Resulting from this Change Order: \$ 31,609.67Current Contract Price Including this Change Order: \$ 1,923,593.27

Contract Time Prior to This Change Order: 255 Days

Net (Add) Resulting from This Change Order: 3 Days

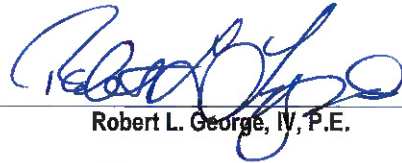
Current Contract Time Including This Change Order: 258 Days

The Above Changes Are Recommended:

S. E. HUEY CO.

Project Engineer

By:



Robert L. George, IV, P.E.

Date:

9-6-22

The above Changes Are Approved As Recommended:

City of West Monroe

Owner

By:

Staci Albritton Mitchell - Mayor

Date:

The above Changes Are Accepted:

Merrick, LLC

Contractor

By:

Chad P. Juneau, President

Date:

Project: Highland Park Commercial Subdivision Infrastructure Improvements, Phase 1					Change Order No. 3		Contract Date: February 14, 2021	
Job #: 209793		Amount of Contract			Contract Days			
Date of Completion		Original: \$1,891,983.60			Original: 255			
Original:		Revised: \$1,923,593.27			Revised: 258			
Revised:								
Contract Items		Original			Change Order No. 3			
Item No.	Item Description	Unit	Quantity	Unit \$	Extension	New Total Quantity	Difference	Extension
1	General Cleaning & Grubbing	LS	1	\$25,000.00	\$25,000.00	1	0	\$0.00
2	Site Grading (Excavation and Embankment measured as in-situ to be cut and placed as fill)	CY	9,210	\$8.50	\$78,285.00	9,210	0	\$0.00
3	Hauled in Select Fill	CY	5,070	\$18.00	\$91,260.00	5,070	0	\$0.00
4	Road Base Grading and Compaction	SY	5,550	\$1.20	\$6,660.00	5,550	0	\$0.00
5	4,000 PSI Portland Cement Concrete Paving (10" Thick)	SY	4,731	\$82.00	\$387,942.00	4,731	0	\$0.00
6	Class II Crushed Stone Base Course (8" Thick)	SY	5,550	\$27.00	\$149,850.00	5,550	0	\$0.00
7	Concrete Curb & Gutter	LF	2,950	\$23.50	\$69,325.00	2,950	0	\$0.00
8	Storm Drain Pipe (31" x 51") RCP Arch	LF	0	\$177.00	\$0.00	0	0	\$0.00
9	Storm Drain Pipe (24") RCP	LF	1,418	\$96.00	\$136,128.00	1,418	0	\$0.00
10	Reinforced Cast-in-place Concrete Catch Basin (C8-06)	EA	15	\$9,300.00	\$139,500.00	15	0	\$0.00
11	Reinforced Cast-in-place Concrete Catch Basin (C8-02)	EA	1	\$6,700.00	\$6,700.00	1	0	\$0.00
12	Tie-in and Rehabilitation of Existing Catch Basin (N. 7th Catch Basin)	LS	0	\$3,300.00	\$0.00	0	0	\$0.00
13	C8-06 to C8-02 Catch Basin Rehabilitation	LS	1	\$3,300.00	\$3,300.00	1	0	\$0.00
14	10" C900 PVC Water Main (Inclusive of Fittings)	LF	2,525	\$55.00	\$138,875.00	2,525	0	\$0.00
15	10" HDPE, DR11 Water Main (Directional Drill)	LF	450	\$120.00	\$54,000.00	450	0	\$0.00
16	12" HDPE, DR11 Water Main (Directional Drill)	LF	200	\$155.00	\$31,000.00	200	0	\$0.00
17	Fire Hydrant Assembly	EA	5	\$7,130.00	\$35,650.00	5	0	\$0.00
18	6" Gate Valve W/ Pad, Box, & Sign	EA	4	\$1,570.00	\$6,280.00	2	-2	(\$3,140.00)
19	10" Gate Valve W/ Pad, Box, & Sign	EA	10	\$3,270.00	\$32,700.00	10	0	\$0.00
20	12" Gate Valve W/ Pad, Box, & Sign	EA	6	\$3,940.00	\$23,640.00	6	0	\$0.00
21	6" x 4" D.I. Reducer W/ Acc.	EA	1	\$429.00	\$429.00	1	0	\$0.00
22	10" x 6" D.I. Reducer W/ Acc.	EA	1	\$700.00	\$700.00	1	0	\$0.00
23	10" x 12" D.I. Reducer W/ Acc.	EA	2	\$955.00	\$1,910.00	2	0	\$0.00
24	6" x 6" x 10" Swivel Tee W/ Acc.	EA	2	\$1,495.00	\$2,990.00	1	-1	(\$1,495.00)
25	10" x 10" x 6" Swivel Tee W/ Acc.	EA	2	\$1,320.00	\$2,640.00	2	0	\$0.00
26	10" Swivel Tee W/ Acc.	EA	3	\$1,775.00	\$5,325.00	3	0	\$0.00
27	12" Swivel Tee W/ Acc.	EA	2	\$3,280.00	\$6,560.00	2	0	\$0.00
28	10" x 6" Connection	EA	3	\$1,460.00	\$4,380.00	2	-1	(\$1,460.00)
29	10" x 4" Connection	EA	1	\$1,320.00	\$1,320.00	1	0	\$0.00
30	12" x 12" Connection (Inclusive of saw cutting, excavation, & street repair)	EA	2	\$11,000.00	\$22,000.00	2	0	\$0.00
31	10" SDR35 Sanitary Sewer Main	LF	1,220	\$51.00	\$62,220.00	1,220	0	\$0.00
32	10" HDPE, DR11 Sanitary Sewer Main (Directional Drill)	LF	100	\$90.00	\$9,000.00	100	0	\$0.00
33	Sanitary Sewer Manholes	EA	6	\$5,700.00	\$34,200.00	6	0	\$0.00
34	6" Sewer Service W/ Cleanout	EA	10	\$1,300.00	\$13,000.00	10	0	\$0.00
35	Ditch Grading	LF	500	\$15.00	\$7,500.00	500	0	\$0.00
36	10'0" Curb Ramp W/ Detectable Warning	EA	4	\$2,500.00	\$10,000.00	4	0	\$0.00
37	Plastic Pavement Striping (Solid White) (24" Width) (Thermoplastic 125 mil)	LF	86	\$20.85	\$1,793.10	86	0	\$0.00
38	Plastic Pavement Legends and Symbols (Solid White Arrows)	EA	4	\$490.00	\$1,960.00	4	0	\$0.00
39	Plastic Pavement Striping (Solid Yellow) (4" Width) (Thermoplastic 90 mil)	LF	2,960	\$2.25	\$6,660.00	2,960	0	\$0.00
40	Plastic Pavement Striping (Solid White) (4" Width) (Thermoplastic 90 mil)	LF	2,950	\$2.25	\$6,637.50	2,950	0	\$0.00
41	Plastic Pavement Striping (Dashed White) (4" Width) (Thermoplastic 90 mil)	LF	100	\$2.25	\$225.00	100	0	\$0.00
42	Reflectorized Raised Pavement Markings (Two Way Yellow)	EA	39	\$29.00	\$1,131.00	39	0	\$0.00
43	Reflectorized Raised Pavement Markings (White/Red)	EA	12	\$29.00	\$348.00	12	0	\$0.00
44	Stop Sign (R1-1) & Post	EA	5	\$215.00	\$1,075.00	5	0	\$0.00
45	25 MPH Speed Limit Sign & Post	EA	6	\$215.00	\$1,290.00	6	0	\$0.00
46	Plastic Pavement Legends and Symbols (ONLY)	EA	4	\$750.00	\$3,000.00	4	0	\$0.00
47	SWPPP (Including all Temporary Erosion Control)	LS	1	\$6,000.00	\$6,000.00	1	0	\$0.00
48	Broadcast Seeding	AC	20	\$800.00	\$16,000.00	20	0	\$0.00
49	Concrete Demolition & Disposal	LS	1	\$10,000.00	\$10,000.00	1	0	\$0.00
50	Tree Removal & Disposal	LS	1	\$20,000.00	\$20,000.00	1	0	\$0.00
51	Hydromulch	AC	1.20	\$4,000.00	\$4,800.00	1.20	0	\$0.00
52	Geotextile Fabric	SY	150	\$4.50	\$675.00	150	0	\$0.00
53	Construction Layout	LS	1	\$10,000.00	\$10,000.00	1	0	\$0.00
54	Temporary Traffic Control	LS	1	\$30,000.00	\$30,000.00	1	0	\$0.00
55	Mobilization	LS	1	\$160,000.00	\$160,000.00	1	0	\$0.00
56	Saw Cut and Removal of Curb and Gutter	LF	180	\$25.00	\$4,500.00	180	0	\$0.00
57	Alternate No. 1 (Additional Roadway and Drainage)	LS	0	\$194,467.20	\$0.00	0	0	\$0.00
58	30#/14" Rip Rap W/ Fabric	SY	40	\$55.50	\$2,220.00	40	0	\$0.00
59	Asphalt trail Repair	LS	1	\$3,400.00	\$3,400.00	1	0	\$0.00
60*	10" W.M. Fittings W/ Acc.	LS	0	\$3,840.98	\$0.00	1	1	\$3,840.98
61*	8" C900 PVC Water Main	LF	0	\$51.59	\$0.00	40	40	\$2,063.60
62*	8" Gate Valve W/ Pad & Box	EA	0	\$2,426.05	\$0.00	2	2	\$4,852.10
63*	10" x 8" D.I. Reducer W/ Acc.	EA	0	\$776.49	\$0.00	1	1	\$776.49
64*	8" Connection	EA	0	\$1,313.40	\$0.00	1	1	\$1,313.40
65*	8" D.I. Tee W/ Acc.	EA	0	\$1,049.73	\$0.00	1	1	\$1,049.73
67*	Crushed Stone Backfill	CY	0	\$103.51	\$0.00	25	25	\$2,587.75
68*	Remove and Replace Asphalt at W.M. Tie Ins	SY	0	\$176.77	\$0.00	6	6	\$1,060.62
69*	8" Conduits Under Roadway for Entergy	LF	0	\$72.00	\$0.00	280	280	\$20,160.00
* - New Item, Change Order No. 3 (9-6-22)		Project Cost Increase (Decrease):					\$31,609.67	
		Contract Amount:		Original: \$1,891,983.60	Revised:	\$1,923,593.27		

BY:

Chad P. Juneau, President

**SEPTEMBER 6, 2022
WEST MONROE CITY COUNCIL MEETING
ENGINEERING UPDATE
L&A, INC. PROJECT NO. 22E038.00**

Linderman Avenue Street Improvement – City Project No. C22010

- Limits are from south 8th Street to South 10th Street
- Contract amount \$399,061.65
- Under Construction (week of August 29)

West Monroe Commercial Park Utility Extensions – City Project No. C22008

- JABAR was the low bidder at \$591,920.10
- Contract awarded to JABAR
- Materials have arrived, begin work week of September 5

Kiroli Walk Trail Improvements – City Project No. C22002

- In funding agency office, awaiting instruction from agency

Storm Water Pollution Prevention Plan 2022 – City Project No. C22006

- Completed mapping for Terry Emory on water well discharge near Fairlane Drive, ultimately to South Tupawek Bayou

Downtown Utility Relocation, Phase 1 – City Project No. C22021

- Funding application for placing utilities underground within the downtown Cottonport District along Commerce Street from Pine Street to Natchitoches Street
- DRA application submitted June 10, 2022
- DRA ask was \$1,000,000.00, City match was \$308,890.00, Construction Estimate was \$1,294,419.00

Sunshine Heights Drainage Improvements – City Project No. C22024

- Field inspection during storms
- Attached area map
- Identified initial projects for immediate relief, now estimating construction costs
- Continue drainage study for entire area & identify projects

Wood Street Sidewalk Repairs – City Project No. C22025

- Complete

Trenton Street Sidewalk Repairs – City Project No. C22025

- Complete

LCDBG Public Facilities Grant

- Working with Robbie Waxman for grant opportunity of \$1,600,000 for street improvements
- Completed mapping for low to moderate income (LMI), mapping allowed us to narrow a list of streets to focus on a list of streets that will be competitive in receiving full capacity of grant
- Completed initial street inspection for ratings in accordance with grant application

Coleman Avenue Sewer Relocation

- Possible authorization to proceed with final plans on sewer relocation

Good Hope Road Water Main Extension

- Plans are complete
- Plans have been submitted to Department of Health & Department of Transportation
- Permits are approved
- Estimate for construction is \$210,000
- City's decision to advertise or solicit three quotes

Cotton Street Improvements

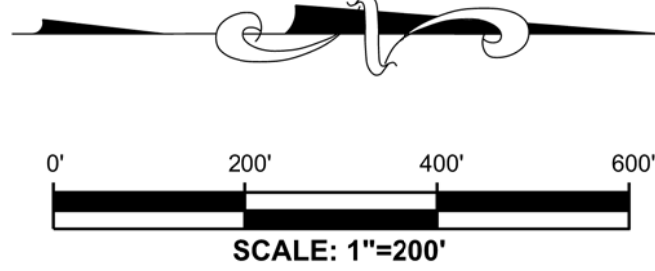
- Estimating costs for street & sidewalk repair for multiple options
- Reviewing & determining grant availability

Site Development Reviews within last month

- None this period

Drainage Impact Reviews within last month

- None this period

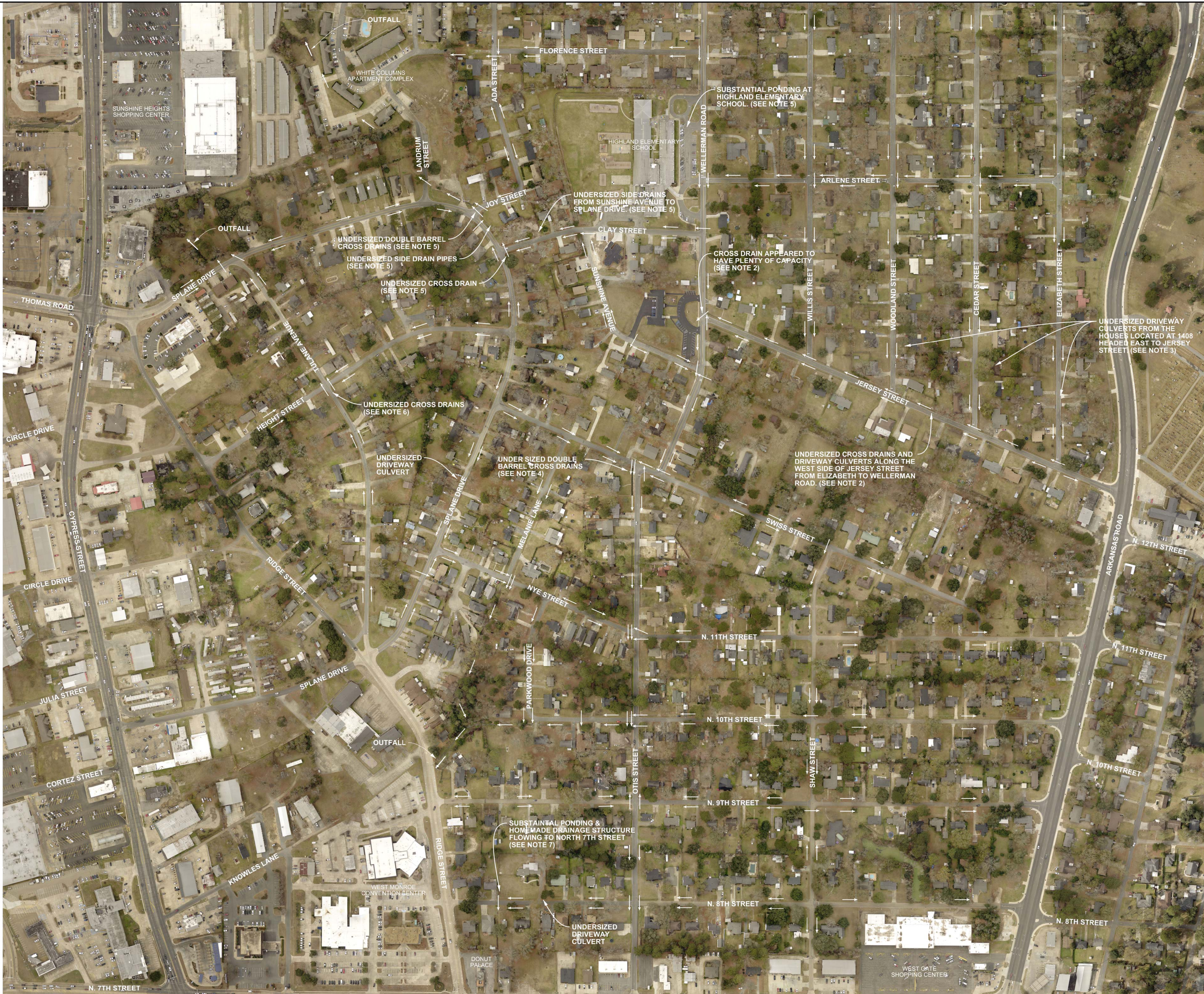


MONROE REGIONAL AIRPORT RAIN GAUGE	
DATE	RAINFALL (INCHES)
08/22/2022	1.07
08/23/2022	4.30
08/24/2022	2.11
08/25/2022	0.76

Δ ALL RAINFALL DATA WAS RECORDED FROM WEATHER UNDERGROUND'S WEBSITE (WUNDERGROUND.COM).

NOTE:

- 1.) ALL DRAINAGE PATTERNS ARE BASED ON FIELD OBSERVATIONS FROM A STORM EVENT ON AUGUST 23, 2022 AND RECONFIRMED ON AUGUST 25, 2022.
- 2.) IT WAS DETERMINED THAT THE MOST IMPORTANT IMPROVEMENT WILL BE TO INCREASE THE CAPACITY OF THE CULVERTS RUNNING ALONG THE WEST SIDE OF JERSEY STREET FROM ELIZABETH STREET TO WELLERMAN ROAD. AS WE TRAVELED SOUTH DOWN JERSEY STREET THE CAPACITY OF THE DITCH AND PIPES IMPROVED. ALTHOUGH THE CROSS DRAIN AT JERSEY AND WELLERMAN HAS CAPACITY TO HANDLE MORE WATER, WHEN DESIGNING THE NEW SIDE DRAINS CAUTION MUST BE USED NOT TO OVERSIZE THE PIPES, WHICH COULD POTENTIALLY CAUSE PROBLEMS DOWN STREAM DUE TO THE FLOW OF WATER INCREASING.
- 3.) THE DRIVEWAY CULVERTS ALONG ELIZABETH, CEDAR, AND WOODLAND STREET FROM THE HOUSES LOCATED AT 1408 TO THE INTERSECTION OF JERSEY STREET ARE ALL UNDERSIZED, THEREFORE CAUSING THE YARDS TO FLOOD AND IN A FEW CASES CAUSING THEIR DRIVEWAYS TO WORK AS A WEIR. ALTHOUGH THIS PROBLEM WILL BE IMPROVED BY INCREASING THE SIZE OF THE CULVERTS ALONG JERSEY STREET, UPSIZING THESE DRIVEWAY CULVERTS IS RECOMMENDED.
- 4.) THE DOUBLE BARREL CROSS DRAINS AT THE CORNER OF SWISS AND OTIS STREET WERE COMPLETELY SUBMERGED ON THE INLET SIDE AND RESTRICTING THE FLOW OF WATER. THE PIPES UPSTREAM AND DOWN STREAM OF THE CROSS DRAINS WERE NOTICEABLY LARGER AND STILL HAD CAPACITY LEFT IN THEM. INCREASING THE SIDE DRAINS ALONG JERSEY STREET (AS MENTIONED IN NOTE 2) WILL INCREASE THE RATE AT WHICH THE WATER ARRIVES TO THESE CROSS DRAINS. UP SIZING THE CROSS DRAINS WILL BE CONTROLLED BY THE WIDTH OF THE ROADSIDE DITCH THAT THEY DISCHARGE INTO AS WELL AS THE SIZE OF THE DOWNSTREAM CULVERTS.
- 5.) SUBSTANTIAL PONDING WAS OBSERVED AT HIGHLAND ELEMENTARY SCHOOL ALONG WELLERMAN ROAD AND CLAY STREET. AFTER FURTHER INVESTIGATION IT WAS DETERMINED THAT THE SIDE DRAINS ON BOTH SIDES OF CLAY STREET FROM THE INTERSECTION OF SUNSHINE TO SPLANE AVENUE, THE CROSS DRAIN AT THE INTERSECTION OF CLAY AND SPLANE, THE TWO SIDE DRAINS ON THE NORTH SIDE OF SPLANE BETWEEN CLAY AND JOY, AS WELL AS THE DOUBLE BARREL CROSS DRAINS AT JOY AND SPLANE ALL NEED TO BE UP SIZED. AS THE WATER FLOWED DOWNSTREAM TOWARDS THE OUTFALL AT WHITE COLUMNS APARTMENT COMPLEX, THE OPEN DITCH AND SYSTEM OF CULVERTS APPEARED TO HAVE PLENTY OF CAPACITY. FURTHER INVESTIGATION WOULD NEED TO BE DONE DOWN STREAM OF THE OUTFALL TO DETERMINE THE EFFECTS OF INCREASING THE RATE OF FLOW ON THE SYSTEM.
- 6.) PONDING WAS OBSERVED BETWEEN TULANE AVENUE AND SPLANE DRIVE. THIS ISSUE APPEARS TO BE CAUSED BY UNDERSIZED CROSS DRAINS AT THE CORNER OF HEIGHT STREET AND TULANE AVENUE.
- 7.) THE HOUSE LOCATED AT 2411 N. 8TH STREET HAD A SIGNIFICANT AMOUNT OF WATER PONDING IN IT'S FRONT YARD. AS THE WATER WAS TRYING TO FLOW EAST THROUGH A SMALL CROSS DRAIN IT WAS BEING RETAINED BY A HOME MADE DRAINAGE STRUCTURE ACROSS THE STREET AT 2402 N. 8TH STREET. THE DRAINAGE CONTRAPTION IS CONSTRUCTED OUT OF CINDER BLOCKS THAT ARE SERVING AS A RETAINING WALL TO POND THE WATER. THE EAST SIDE OF THE CINDER BLOCK RETAINING WALL HAS A SMALL PLASTIC YARD DRAIN PIPE STUBBED INTO IT WHICH ALLOWS THE WATER TO DISCHARGE TOWARDS N. 7TH STREET INTO THE DONUT PALACE PARKING LOT.



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CONSULTING ENGINEERS & LAND SURVEYORS

2000 NORTH 7TH STREET WEST MONROE, LOUISIANA (318) 387-2710

DRAINAGE MAP

SUNSHINE HEIGHTS
DRAINAGE IMPROVEMENTS,
CITY PROJECT NO. C22024
CITY OF WEST MONROE
OUACHITA PARISH, LOUISIANA

DESIGNED BY: N.J.S.

CKD BY: H.H.L.

DRWN BY: N.J.S.

CKD BY: H.H.L.

DATE: AUG. 25, 2022

SCALE: 1" = 200'

FILE: drainage.dgn

PROJ NO: 22E045.00

SHEET 1 OF 1

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Fire Incident Summary Report



Item 13)

Print Date/Time: 08/31/2022 09:21
Login ID: csimmons
Station:
Incident Type(s): All

From Date: 08/01/2022
To Date: 08/31/2022
Location: All

West Monroe Fire Department
FDID Number: 37020

General Information

Total Number of Calls	Fire: 4	EMS: 150	Unknown: 2	All: 243
Average Calls per Day	Fire: 0.13	EMS: 5.00	All: 8.10	
Total Number of Arson Calls	All: 0			
Estimated Dollar Loss	Fire: \$76,000.00	Other: \$0.00	All: \$76,000.00	Arson: \$0.00
Estimated Value	Fire: \$76,000.00	Other: \$0.00	All: \$76,000.00	Arson: \$0.00
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: 627			
Average Responses per Day	All: 8.10			
Average Apparatus per Call	Fire: 8.50	EMS: 2.21	All: 2.58	
Average Turnout Time	All: 00:00:58			
Average Response Time	All: 00:05:12			
Average Contain Time	All: 00:00:00			
Average Total Time	All: 00:14:48			
Average Personnel per Call	Fire: 13.25	EMS: 3.36	All: 4.24	
Total Aid Given Calls	All: 0			
Total Aid Received Calls	All: 0			