



Notice of:

BOARD OF ALDERMEN REGULAR MEETING

Tuesday, September 05, 2023 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 15, 2023 Regular Council Meeting.

Recognitions/Presentations

Mayor's Review

Community Announcements

ADMINISTRATION/FINANCE

- [2\)](#) Resolution to approve the appointment of certain designated positions (City Clerk & Deputy City Clerk).
- [3\)](#) Ordinance to authorize a First Amendment to the Management Facility Agreement with Sports Facilities Management to provide an amendment of the "Opening Date".

BUILDING AND DEVELOPMENT

- [4\)](#) Ordinance to rezone properties located at 145 Reagan Street, 105 Bancroft Blvd and 214 Reagan Street from a R-1 (Single Family) District to a B-3 (General Business) District. Applicants are the property owners: Salvation Army, Inc., Ginger Patrick Trichell and Transformations 122 Inc. **Received a favorable review from the Planning Commission.**
- [5\)](#) Resolution to reappoint Thom Hamilton to the City of West Monroe Historic Preservation Commission for a term expiring October 1, 2027.
- [6\)](#) Resolution to reappoint Nora Collins to the City of West Monroe Historic Preservation Commission for a term expiring October 1, 2027.

CODE ENFORCEMENT

LEGAL

- [7\)](#) Ordinance to expand the boundaries of the West Monroe Economic Development District, and to extend the levy of a sales tax and a hotel occupancy tax within the expended boundaries.

PUBLIC WORKS

- [8\)](#) Ordinance to authorize a joint funding agreement for water sources investigations with the U.S. Geological Survey, U.S. Department of the Interior (annual agreement: \$20,560 City, \$7,600 USGS).

COMMUNITY SERVICES

- [9\)](#) Ordinance to declare certain movable property as surplus, and to be sold by public internet auction (miscellaneous surplus items and scrap metal at Ike).

PARKS AND RECREATION

POLICE/FIRE

WMFD

WMPD

- [10\)](#) **INTRODUCE** Ordinance to sell service firearm to retired Major Gary Aldridge.

ENGINEERING/CONSTRUCTION PROJECTS

- 11) Mane Street Cross Drain Repair - Project #CP23012

Authorization to invite bids from selected contractors (construction cost estimate: \$79,900).

- [12\)](#) West Monroe Sports Complex - Project #000179

Authorize Change Order No. 004 (+ \$6,119.00; + 67 days) with Lincoln Builders of Ruston, Inc.

- 13) West Monroe Sports Complex - Project #000179

Authorize City Clerk to advertise for bids for wood court flooring protection.

- [14\)](#) Highland School Area Sidewalks - Project #000134

Ordinance to authorize execution of an Entity/State Agreement with LA Department of Transportation and Development (DOTD).

- [15\)](#) Otis Street Rehabilitation - State Project #H.013518 - City Project #000145

Authorize Change Order No. 7 (+ \$32,318.23; + 30 days) with Amethyst Construction, Inc, subject to the availability of City funds and DOTD approval of the Change Order and DOTD funding of their share of the Change Order.

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

Authorize Change Order No. 7 (+ \$50,312.60; + 30 days) with Diamond B. Construction Co., LLC, subject to the availability of City funds and DOTD approval of the Change Order and DOTD funding of their share of the Change Order.

- 17) North 7th Street (Hwy. 143) Restriping (5-Lane) - Project #000188

Authorize the City Clerk to advertise for bids.

- 18) Kiroli Park Trails - LWCF Grant - Project #C24002

Add to Agenda: Ordinance to authorize acceptance of Land and Water Conservation Fund Grant.

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

Ordinance to authorize acceptance of a Land and Water Conservation Fund Grant through the Louisiana Office of State Parks for certain described recreational improvements at

Kiroli Park according to the terms and provisions of the grant, including a commitment for local funding of up to 50% of the project costs.

[20\)](#) Project Updates

Lazenby & Associates, Inc.

S. E. Huey Co.

PUBLIC COMMENTS/OTHER BUSINESS

ADJOURN

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



BOARD OF ALDERMEN REGULAR MEETING

Tuesday, August 15, 2023 at 6:00 PM

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

MINUTES

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

PRESENT

Mayor Staci Mitchell
Morgan Buxton
Thom Hamilton
Ben Westerburg

ABSENT

Polk Brian
Rodney Welch

Motion to Approve Minutes

Motion to approve the minutes of the August 1, 2023 Regular Council Meeting.

Motion made by Hamilton, Seconded by Westerburg.

Voting Yea: Buxton, Hamilton, Westerburg

BUILDING AND DEVELOPMENT

Authorize Change Order #1 to the construction contract with 318 Construction, LLC, for the repair and renovation of the building located at 508 Austin Avenue (Children's Coalition Early Head Start (+\$19,788.09)).

Motion made by Westerburg, Seconded by Buxton.

Voting Yea: Buxton, Hamilton, Westerburg

LEGAL

Ordinance 5228: Ordinance to authorize a Site Host Agreement with Francis Energy, LLC (would allow EV chargers to be located in the IKE parking lot if grant for partial costs of construction received).

Motion made by Hamilton, Seconded by Westerburg.

Voting Yea: Buxton, Hamilton, Westerburg

POLICE/FIRE

WMFD

Resolution 824: Resolution to participate in the Temporary Housing and Shelter Assistance Program administered through the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), and to authorize execution of the Expedited Temporary Housing Assistance Waiver Form.

Motion made by Buxton, Seconded by Westerburg.

Voting Yea: Buxton, Hamilton, Westerburg

WMPD

Ordinance 5229: Ordinance to authorize execution of the 2024 Louisiana Highway Safety Grant Agreement and Contract for FFY 2024.

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

INTRODUCE Ordinance to sell service firearm to retired Major Gary Aldridge.

- Agenda item #7 was incomplete, and no action was taken.

ENGINEERING/CONSTRUCTION PROJECTS

Class Street Cross Drain Replacement - Project #CP0134

Ordinance 5230: Ordinance to accept low bid, and to authorize a contract for project construction with the low bidder.

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

Kiroli Dog Park Improvements - Project #C23004

Ordinance 5231: Ordinance to authorize a contract for project construction with BGW Construction, LLC (\$106,286.02).

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

Project Updates

Joshua D. Hays, P.E., M.S.C.E. (Lazenby & Associates, Inc.) and Gary Eldridge, City Engineer (on behalf of S.E. Huey) presented the City Council with project updates for transportation, drainage, water and other.

ADJOURN

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

ATTEST:

APPROVED:



CHRISTEN HEATH
CITY CLERK



STACI ALBRITTON MITCHELL
MAYOR

CITY OF WEST MONROE

RESOLUTION NO. _____

MOTION BY: _____

SECONDED BY: _____

A RESOLUTION TO APPROVE THE APPOINTMENT OF A CERTAIN DESIGNATED POSITION BY THE MAYOR WHICH IS REQUIRED BY THE HOME RULE CHARTER OF THE CITY OF WEST MONROE, LOUISIANA, BEING THE POSITION OF CITY CLERK FOR THE CITY OF WEST MONROE, AND FOR RELATED APPOINTMENTS, AND TO FURTHER PROVIDE WITH RESPECT THERETO.

WHEREAS, the Home Rule Charter of the City of West Monroe, Louisiana provides that the Mayor of the City of West Monroe, Louisiana, appoint certain designated positions, with those appointments requiring approval of the Board of Aldermen.

NOW THEREFORE,

SECTION 1. BE IT RESOLVED by the Mayor and the Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that in compliance with Sec. 208(b) of the Home Rule Charter of the City of West Monroe, Louisiana, that the appointment of Cindy Emory to the position of City Clerk is approved; and.

SECTION 2. BE IT FURTHER RESOLVED by the Mayor and the Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that in compliance with the Home Rule Charter and the Code of Ordinances of the City of West Monroe, Louisiana, that the appointment of Andrea Pate to the position of Deputy City Clerk, for the purpose of certifying as to the actions, documents, and proceedings of the City, is approved.

The above resolution was read and considered by sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened on the 5th day of September, 2023, voted on by yea and nay vote, passed and adopted, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 5TH DAY OF
SEPTEMBER, 2023

CHRISTEN HEATH, CITY CLERK
CITY OF WEST MONROE

STACI ALBRITTON MITCHELL, MAYOR
CITY OF WEST MONROE

STATE OF LOUISIANA
CITY OF WEST MONROE

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

AN ORDINANCE TO AUTHORIZE THE EXECUTION OF A FIRST AMENDMENT TO THE MANAGEMENT FACILITY AGREEMENT WITH SPORTS FACILITIES MANAGEMENT, LLC WHICH PROVIDES FOR A MODIFIED DEFINITION OF THE “OPENING 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 Staci Albritton Mitchell, as the Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to act on behalf of the City of West Monroe, Louisiana, and to execute a First Amendment to the Facility Management Agreement for certain described services with Sports Facility Management, LLC, which provides for a modified definition of “Opening Date” as now being October 1, 2023, as more particularly attached on Exhibit A.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as the Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized to negotiate the various terms and provisions of the proposed agreement in order to obtain those services desired under the terms and conditions, and with such limitations and provisions, as she determines are in the best interests of the City.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea or nay vote, this 5th day of September, 2023, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 5TH DAY OF
SEPTEMBER, 2023

CHRISTEN HEATH, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

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

FIRST AMENDMENT TO FACILITY MANAGEMENT AGREEMENT

THIS FIRST AMENDMENT TO FACILITY MANAGEMENT AGREEMENT (the "First Amendment") is made and entered into this ____ day of September, 2023 (the "Effective Date"), by and between the City of West Monroe, a Louisiana municipality (the "Owner") and Sports Facilities Management, LLC a Florida limited liability company (the "Manager").

RECITALS

WHEREAS, Owner originally anticipated its new indoor sports facility to be fully complete and ready for operations on or before October 1, 2023, and wished for Manager to then provide facility management services to Owner according to the terms of that Facility Management Agreement originally dated on or about August 25, 2022 (and as since amended); and

WHEREAS, due to unavoidable delays in construction not attributable to Manager, it does not appear the new indoor sports facility will be fully complete and ready for operations before December 1, 2023; and

WHEREAS, Owner has determined a benefit to Owner for Manager to now begin providing preparatory and initial management services, so that the delayed date of initiation of operations will not further adversely affect the initial and future operations of the facility,

NOW THEREFORE, in consideration of the promises and covenants herein contained and other good and valuable cause and consideration, the receipt of which is hereby acknowledged, Owner and Manager agree as follows:

1. Article 1, Definitions, Numerical Paragraph 1.1, the definition of "Opening Date" is hereby amended, and replaced in its entirety with the following:

"Opening Date: shall be October 1, 2023."

THUS DONE AND SIGNED in duplicate original before me, the undersigned notary and in the presence of the undersigned witnesses in Ouachita Parish, Louisiana, this ____ day of September, 2023.

WITNESSES:

Print Name: _____

CITY OF WEST MONROE, Owner

By: _____

Staci Albritton Mitchell, Mayor

Print Name: _____

DOUGLAS C. CALDWELL, NOTARY PUBLIC
LOUISIANA BAR ROLL NO. 03783

THUS DONE AND SIGNED in duplicate original before me, the undersigned notary and in the presence of the undersigned witnesses in Pinellas County, Florida, this ____day of September, 2023.

WITNESSES:

 Print Name: _____

SPORTS FACILITIES MANAGEMENT, LLC,
 Manager
 By: _____
 Jason Clement, Manager

 Print Name: _____

 NOTARY PUBLIC, ID NO. _____
 Printed Name _____
 My Commission Expires: _____

STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AMEND AND RE-ENACT THE ZONING ORDINANCE OF THE CITY OF WEST MONROE, LOUISIANA, PARTICULARLY THE ZONING MAP ANNEXED TO AND MADE A PART OF ORDINANCE NO. 1501, AS THAT ZONING MAP, AS CODIFIED BY SECTION 12-5011(C) OF THE CODE OF ORDINANCES, CITY OF WEST MONROE, LOUISIANA, HAS BEEN FROM TIME TO TIME AMENDED, AND PARTICULARLY TO AMEND THAT ZONING MAP AS IT PERTAINS TO 145 REAGAN STREET, 105 BANCROFT BOULEVARD AND 214 REAGAN STREET, ALL IN WEST MONROE, LOUISIANA, AS MORE PARTICULARLY DESCRIBED ON THE ATTACHED EXHIBIT "A", PURSUANT TO THE APPLICATION OF SALVATION ARMY, INC. (OWNER OF 145 REAGAN STREET); GINGER TRICHELL PATRICK (OWNER OF 105 BANCROFT BOULEVARD); AND TRANSFORMATION 122, INC. (OWNER OF 214 REAGAN STREET), SO AS TO RE-ZONE SAID PROPERTIES FROM A R-1 (SINGLE FAMILY) DISTRICT TO A B-3 (GENERAL BUSINESS) DISTRICT AND RE-AFFIRMING CERTAIN REQUIREMENTS; TO AUTHORIZE AND DIRECT THE CITY ENGINEER OF THE CITY OF WEST MONROE, LOUISIANA, OR OTHER PERSON ACTING IN LIEU THEREOF AT THE DESIGNATION OF THE MAYOR TO DO AND PERFORM ANY AND ALL THINGS NECESSARY TO CARRY OUT THE FOREGOING AND PARTICULARLY TO NOTE THE AMENDMENTS ON THE ZONING MAP OF THE CITY OF WEST MONROE AS HEREIN ENACTED; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the City of West Monroe, Louisiana, has adopted a Zoning Ordinance (Ordinance No. 1501, as amended) now codified as Section 12-5001 et seq. of the Code of Ordinances, City of West Monroe, Louisiana; and,

WHEREAS, the West Monroe Municipal Planning Commission, acting as the municipal zoning commission for the City of West Monroe, Louisiana, has held a public hearing pursuant to written application and notice in accordance with law, and has made a recommendation to the Board of Aldermen of the City of West Monroe; and,

WHEREAS, the Mayor and Board of Aldermen of the City of West Monroe have held a public hearing and given public notice to the extent required by law;

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 Zoning Ordinance No. 1501, as amended, and as codified in Sections 12-5001 et seq. of the Code of Ordinances, City of West Monroe, Louisiana, particularly the Zoning Map of the City of West Monroe, Louisiana, as that Zoning Map, as codified by Section 12-5011(C) of the Code of Ordinances, City of West Monroe, Louisiana, has been from time to time amended, be further amended and re-enacted to re-zone 145

Reagan Street, 105 Bancroft Boulevard, 214 Reagan Street, all in West Monroe, Louisiana, as more particularly described on the attached Exhibit "A", from a R-1 (Single Family) District to a B-3 (General Business) District, pursuant to the application of Salvation Army, Inc. (owner of 145 Reagan Street), Ginger Trichell Patrick (owner of 105 Bancroft Boulevard) and Transformation 122, Inc. (owner of 214 Reagan Street), and reaffirming the buffer requirements of Sec. 12-5024(h)

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 the City Engineer of the City of West Monroe, Louisiana, or any person in lieu thereof to be designated by the Mayor, is hereby authorized and directed to do and perform any and all things necessary to carry out the foregoing change, and particularly to note said change on the Zoning Map as herein re-enacted.

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 this Ordinance and its provisions are to be construed to be severable in regards to any of its provisions, portions or parts, and that in the event any part or portion or provision of this Ordinance should be held invalid, then in such event, such invalidity shall not affect any other provisions, portions, or parts which can be given effect without the invalid provision, and this Ordinance hereby is declared severable.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, passed and adopted this 5th day of September, 2023, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 5TH DAY OF
SEPTEMBER, 2023

CHRISTEN HEATH, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

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

EXHIBIT A

1.

145 Reagan Street

(Assessor #88523)

Salvation Army, Inc.
- Lots One and Two of Chalmus A. Long’s Subdivision of part of Block Seven of Zeigin’s Subdivision of the J. C. Ransom Estate, as per plat on file in Plat Book 7, page 5 of the records of Ouachita Parish, Louisiana
2.

105 Bancroft Boulevard

(Assessor #53644)

Ginger Trichell Patrick
- A certain lot or parcel of ground located in Lot 5 of Chalmus A. Long’s Subdivision of a part of Block 7 of Zeigin’s Subdivision of the J. C. Ransom Estate, as per plat on file and of record in the Clerk’s office of Ouachita Parish, Louisiana, and more particularly described as follows:

Beginning at the Northwest corner of Lot 5, proceed thence in an Easterly direction along the North line of Lot 5 a distance of 158.65 feet; thence, in a Southerly direction parallel to the East line of Lot 5 a distance of 50 feet to the South line of said Lot 5; thence, in a Westerly direction along the South line of said Lot 5 a distance of 155.65 feet to the West boundary of said Lot 5; thence, in a Northerly direction along the West boundary of said Lot 5 a distance of 50.09 feet to the Point of Beginning.
3.

145 Reagan Street

(Assessor #s 02295,
02296, 02297, 02298,
02299, 02300, 02774,
86217, & 85216)

Transformation 122, Inc.
- Tract 1.

Lots Six (6), Seven (7) and Eight (8) of Block Two (2) of Tippit and Boyd’s Re-subdivision of Lot “G” of Zeigin’s Subdivision of the J.C. Ransom Estate, as per plat on record in the Clerk’s office of Ouachita Parish, Louisiana, in Plat Book One (1) page 32
- Tract 2.

Lot nine (9) of Square Two (2) of Tippit & Boyd’s Resubdivision of Lot “G” of Zeigin’s Subdivision of the J. C. Ransom Estate as per plat on file in Plat Book 1, page 32, records of said Parish.
- Tract 3.

A certain lot or parcel of ground situated in Lot 21 of Block 2 of Tippit & Boyd’s Resubdivision of Lot “G” of Zeigin’s Subdivision of the J. C. Ransom Estate, as per plat on file in Plat Book 1, page 32, records of Ouachita Parish, and particularly described as follows:

Commencing at a point on the southerly line of said Lot 21 of Block 2 of said Resubdivision which is 81.575 feet west of its intersection with the west line of Boyd Street, thence Westerly along the southerly line of said Lot 21, a distance of 75.555 feet to the southwest corner of said Lot 21; thence northerly along the west line of said Lot 21, a distance of 20.56 feet to an angle in the west line of said Lot; thence continuing northeasterly along the west line of said Lot 21, a distance of 17.22 feet to the northwest corner of said Lot; thence easterly along the northerly line of said Lot 21, a distance of 78.83 feet; thence southerly across said Lot 21 to the point of beginning; and being the westerly half of said Lot 21 of Block 2 of said resubdivision.

Lot Five (5) of Block One (1) of Hood’s Resubdivision of Block “D” of Zeigin’s Subdivision of the Ransom Tract, situated in the City of West Monroe, Louisiana, Parish of Ouachita, State of Louisiana, with improvements and appurtenances thereunto belonging;

Lots Six (6), Seven (7) and Eight (8) of Block Two (2) of Tippitt and Boyd’s re-subdivision of Lot “G” of Zeigin’s Subdivision of the J. C. Ransom Estate, as per plat on record in the Clerk’s Office of Ouachita Parish, Louisiana, in Plat Book 1, page 32.

Lots Three (3), Four (4), Five (5) and the westerly twenty-five (25) feet of Lot two (2) of Square Two (2) of Tippit & Boyd's Resubdivision of Lot "G" of Zeigin's Subdivision of the J. C. Ransom Estate, as per the plat on file and of record in Plat Book 1, page 32, records of Ouachita Parish.

Lot Nine (9) of Square Two (2) of Tippit and Boyd's Resubdivision of Lot "G" of Zeigin's Subdivision of the J. C. Ransom Estate, as per plat on file in Plat Book 1, page 32 records of said Parish.

Tract 4. Lots Ten (10) and Eleven (11) of Square Two (2) of Tippit and Boyd's Resubdivision of Lot "G" of Zeigin's Subdivision of the J. C. Ransom Estate, as per plat on file in the Office of the Clerk of Court of Ouachita Parish, Louisiana

Tract 5. Lot 20 of Block 2 of Tippit & Boyd's Resubdivision of Lot "G" of Zeigin's Subdivision of the J. C. Ransom Estate in Section 44, Township 17 North, Range 3 East, Ouachita Parish, Louisiana, a per plat of record in Plat Book 1, page 32, records of Ouachita Parish, Louisiana

Tract 6. Lots 15, 16, 17, 18 and 19 of Block of Tippit & Boyd's Resubdivision of Lot "G: of Zeigin's Subdivision of the J. C. Ransom Estate, in Section 44, Township 17 North, Range 3 East, as per plat of record in Plat Book 1, page 32, records of Ouachita Parish, Louisiana; SUBJECT TO rights of way granted to the Louisiana Department of Highways along the West line of said Lot 15.

Tract 7. A certain lot of ground situated in Lot 21 of Block 2 of Tippit & Boyd's Re-Subdivision of Lot "G" of Zeigin's Subdivision of the J. C. Ransom Estate as per plat on file in Plat Book 1, page 32, records of Ouachita Parish, Louisiana, more particularly described as follows, to-wit:

COMMENCING at the intersection of the southerly line of said Lot 21 of Block 2 of said Resubdivision with the westerly line of Boyd Street, and running thence westerly along the southerly line of said lot a distance of 81.575 feet; thence northerly across said lot to point equidistant from the northeast and northwest corners of said Lot 21; thence easterly along the northerly line of said Lot 21 a distance of 78.83 feet to the intersection of the northerly line of said Lot 21 with the westerly line of Boyd Street; thence southerly along the westerly line of Boyd Street a distance of 38.36 feet to the place of beginning, and being the Easterly Half of said Lot 21 of block 2 of Resubdivision and being the same property described in deed from E. K. Flournoy of record in Conveyance Book 304, page 303, records of Ouachita Parish, Louisiana

AND

Lot 1 and the Easterly 25 feet of Lot 2 of Square 2 of Tippit & Boyd's Resubdivision of Lot "G" of Zeigin's Subdivision of the J. C. Ransom Estate, described with particularity in Book 444, page 581, records of Ouachita Parish, Louisiana

LESS AND EXCEPT:

A certain lot or parcel of land lying in and being a part of Lot 14, Lot 15, Lot 16, Lot 17 & Lot 18, Block 2, Tippit & Boyd's Resubdivision of Lot "G" of Zeigin's Subdivision of the J. C. Ransom Estate lying in Section 44, Township 17 North, Range 3 East, Ouachita Parish, Louisiana containing 0.606 acres, more or less, more particularly described as follows:

For a POINT OF BEGINNING commence at a 3/4 iron pipe found marking the Northeast corner of Lot 16, Block 2 of said subdivision and run Southeasterly along the West right-of-way line of Boyd Street being along the arc of a curve which bears to the left (said curve having a radius of 832.48 feet and a Chord bearing S13d47'36"E - 106.63'), for a distance of 106.71 feet; thence run South 79 degrees 56 minutes 58 seconds West, for a distance of 256.23 feet to a 3/4" iron pipe located on the East right-of-way line of Jonesboro Road; thence run North 06 degrees 22 minutes 50 seconds West along the East right-of-way line of said highway, for a distance of 106.50 feet to an "X" made in concrete marking the intersection of the East right-of-way line of said Jonesboro Road; thence with the South right-of-way line of Montgomery Avenue; thence run North 79 degrees 55 minutes 13 seconds East along the South right-of-way of said Montgomery Avenue, for a distance of 242.45 feet to the POINT OF BEGINNING and being subject to the rights-of-way of all existing utilities of record or of use and being further shown by a plat prepared by Mason Surveying, Inc., West Monroe, Louisiana

STATE OF LOUISIANA
CITY OF WEST MONROE

RESOLUTION NO. _____ MOTION BY: _____
SECONDED BY: _____

A RESOLUTION AUTHORIZING THE APPOINTMENT OF THOM HAMILTON
TO THE CITY OF WEST MONROE HISTORIC PRESERVATION
COMMISSION, AND FURTHER PROVIDING RESPECT THERETO.

BE IT RESOLVED by the Mayor and the Board of Aldermen of the City of West Monroe,
Louisiana, in regular and legal session convened, that the following appointment to the City of West
Monroe Histroic Preservation Commission by the Mayor for the term shown is hereby authorized
and approved:

| | |
|--------------------|--------------------------|
| <u>APPOINTMENT</u> | <u>FOR TERM EXPIRING</u> |
| Thom Hamilton | October 1, 2027 |

The above resolution was read and considered by sections at a public meeting of the Mayor
and Board of Aldermen, in regular and legal session convened on the 5th day of September, 2023,
voted on by yea and nay vote, passed and adopted, the final vote being as follows:

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

| | |
|--|---|
| ATTEST: | APPROVED THIS 5TH DAY OF SEPTEMBER, 2023 |
| _____ CHRISTEN HEATH, 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

RESOLUTION NO. _____ MOTION BY: _____
SECONDED BY: _____

A RESOLUTION AUTHORIZING THE APPOINTMENT OF NORA COLLINS
TO THE CITY OF WEST MONROE HISTORIC PRESERVATION
COMMISSION, AND FURTHER PROVIDING RESPECT THERETO.

BE IT RESOLVED by the Mayor and the Board of Aldermen of the City of West Monroe,
Louisiana, in regular and legal session convened, that the following appointment to the City of West
Monroe Histroic Preservation Commission by the Mayor for the term shown is hereby authorized
and approved:

| | |
|--------------------|--------------------------|
| <u>APPOINTMENT</u> | <u>FOR TERM EXPIRING</u> |
| Nora Collins | October 1, 2027 |

The above resolution was read and considered by sections at a public meeting of the Mayor
and Board of Aldermen, in regular and legal session convened on the 5th day of September, 2023,
voted on by yea and nay vote, passed and adopted, the final vote being as follows:

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

| | |
|--|---|
| ATTEST: | APPROVED THIS 5TH DAY OF SEPTEMBER, 2023 |
| _____ CHRISTEN HEATH, 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 EXPANDING THE BOUNDARIES OF THE WEST MONROE ECONOMIC DEVELOPMENT DISTRICT, STATE OF LOUISIANA; EXTENDING THE LEVY OF A SALES TAX AND HOTEL OCCUPANCY TAX WITHIN THE EXPANDED AREA OF THE DISTRICT; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, in order to accomplish the funding of economic development projects, including various public infrastructure improvements, in accordance with Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31 through 33:9038.42, inclusive) (the "Act"), the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana (the "Governing Authority"), acting as the governing authority of the City of West Monroe, State of Louisiana (the "City"), created the West Monroe Economic Development District, State of Louisiana (the "District"), pursuant to Ordinance No. 3686 adopted by the Governing Authority on September 11, 2007, as amended by Ordinance No. 4615 adopted on December 11, 2018 and Ordinance No. 5073 adopted on June 14, 2022 (collectively, the "Prior Ordinance"); and

WHEREAS, pursuant to the Act, the Prior Ordinance, and Ordinance No. 4616 adopted by the Governing Authority on December 11, 2018 (the "Tax Ordinance"), the District is now levying and collecting a one percent (1%) sales tax and a one percent (1%) hotel occupancy tax (collectively, the "Taxes"), such Taxes being effective in perpetuity from and after January 1, 2019 pursuant to the Tax Ordinance, which provide funds for economic development projects; and

WHEREAS, this Governing Authority now desires to expand the boundaries of the District (the "Expanded Area") and levy the Taxes within the Expanded Area; and

WHEREAS, in accordance with the Act, there has been published two times in the Ouachita Citizen, the official journal of the City and the District, a notice in the form attached hereto as Exhibit A, relative to the proposed expansion of the boundaries of the District and the proposed levy of the Taxes within the Expanded Area, and informing the citizens of the City of the date of consideration of this Ordinance; and

WHEREAS, a public hearing was held on this date, at which public hearing no objections were made to the proposed expansion of the boundaries of the District or the proposed levy of the Taxes within the Expanded Area; and

WHEREAS, according to the certificate of the Registrar of Voters for the Parish of Ouachita attached hereto as Exhibit B, no registered voters reside within the Expanded Area, and therefore La.

R.S. 33:9038.39 permits the Governing Authority, acting as the governing authority of the District, to levy the Taxes within the Expanded Area for authorized purposes without the necessity of holding an election thereon, and this Governing Authority now wishes to levy the Taxes within the Expanded Area.

NOW, THEREFORE,

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, acting as the governing authority of the City of West Monroe, State of Louisiana and of the West Monroe Economic Development District, that the Governing Authority hereby expands the boundaries of the District to include the boundaries set forth in Exhibit A attached hereto, which Exhibit A is hereby incorporated in and made a part of this Ordinance, all pursuant to the Act.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, acting as the governing authority of the City of West Monroe, State of Louisiana and of the West Monroe Economic Development District, that the levy of the Taxes is hereby extended to the Expanded Area, and the Tax Ordinance is hereby amended to the extent necessary to provide for the levy of the Taxes within the Expanded Area. The proceeds of the Taxes will continue to be deposited into the West Monroe Economic Development District Trust Fund established by Ordinance No. 3686. A copy of this Ordinance shall be furnished to the Collector (as defined in the Tax Ordinance) with a request that the Collector enforce and collect the Taxes within the Expanded Area in accordance with the Tax Ordinance.

SECTION 3. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, acting as the governing authority of the City of West Monroe, State of Louisiana and of the West Monroe Economic Development District, that the Mayor and the City Clerk are hereby authorized to do any and all things necessary and incidental to carry out the provisions of this Ordinance.

SECTION 4. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, acting as the governing authority of the City of West Monroe, State of Louisiana and of the West Monroe Economic Development District, that the Tax Ordinance shall remain in full force and effect, except as expressly amended hereby. All other ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, acting as the governing authority of the City of West Monroe, State of Louisiana and of the West Monroe Economic Development District, that if any provision of this Ordinance shall be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Ordinance, but this Ordinance shall be construed and enforced as if such illegal or invalid provisions had not been contained herein. Any constitutional or statutory provision enacted after the date of this Ordinance which validates or makes legal any provision of this Ordinance which would not otherwise be valid or legal, shall be deemed to apply to this Ordinance.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea or nay vote, this 5th day of September, 2023, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 5TH DAY OF
SEPTEMBER, 2023

CHRISTEN HEATH, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

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

EXHIBIT A

CITY OF WEST MONROE, STATE OF LOUISIANA

NOTICE OF INTENTION

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

SEE ATTACHED EXHIBIT

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

NOTICE IS HEREBY FURTHER GIVEN that the Governing Authority will meet in open and public session on Tuesday, September 5, 2023, at 6:00 p.m., at its regular meeting place, Council Chambers, West Monroe City Hall, 2305 N. 7th Street, West Monroe, Louisiana, and will at that time hear any and all objections to the proposed expansion of the boundaries of and the levy of the Taxes within the Expanded Area.

EXPANDED AREA

| PROPERTY OWNER NAME | | ADDRESS / LOCATION | Assessor Number | Business (for ease of identification only) |
|--|---|----------------------------|--|--|
| PEJJ LLC * | PEJJ LLC * | 105 to 125 CONSTITUTION DR | 119673 and 94989 | To include all current and future businesses: currently DON CHUY, ACADEMY SPORTS, HARBOR FREIGHT, and PLANET FITNESS |
| TRENTON BASIC PROPERTIES LLC | | | 110554 | |
| LOWE'S HOME CENTERS, INC | - - CONSTITUTION DR to DOWNING PINES ROAD | 88622 | Currently unimproved | |
| HOWARD, MIRANDA LYNN FROST | 406 THOMAS RD | 41197 | To be SMALL SLIDERS (formerly BAYOU PAWN SHOP) | |
| SIGNATURE NAILS AND BEAUTY LLC | 100 BASIC DR | 50857 | Currently VIET COFFEE/SIGNATURE NAILS & BEAUTY | |
| BLANCHARD GROVE PROPERTIES LLC | 3426 CYPRESS ST, STE 03 | 45222 | Currently PIZZA HUT | |
| BLANCHARD GROVE PROPERTIES LLC | 3426 CYPRESS ST, STE 06 | 45222 | Currently BUBBLE TEA | |
| FORBES HOTELS CORP | 399 CONSTITUTION | 88118 | Currently unimproved | |
| BOSSIER PROPERTY GROUP, LLC ** | 110 BASIC DR | 137921 | Currently ANDY'S FROZEN CUSTARD (originally a portion of # 103665 - Golden Corral) | |
| BED & BISCUITS INN, LLC ** | 205 MANE ST | 121775 | BED & BISCUITS INN (originally a portion of #107573 - then Mane Street Mini-Golf and Games, currently Twin City Fencing) | |
| SAIKRUPA LODGING, LLC ** | 1101 GLENWOOD DR | 135083 | SUPER 8 MOTEL (originally a portion of #86528 - then Super 8 by Windham and EL Paso Restaurant, currently only the Super 8 by Windham) | |
| * The area currently occupied by Don Chuy, a portion of #94989, was earlier included in the District when formerly occupied by Willie's Duck Diner | | | | |
| ** Although earlier included in the District, these are again listed for completeness due to the division of the parcel into two parcels with separate assessor #s | | | | |

EXHIBIT B



Isabelle Butler, CERA
 REGISTRAR OF VOTERS
 PARISH OF OUACHITA
 1650 DESJARD STREET, SUITE 125
 MONROE, LOUISIANA 71201



Telephone (518) 527-1436
 Fax (518) 527-1337



I, Isabelle Butler, the duly appointed Ouachita Parish Registrar of Voters, do hereby certify to the West Monroe Economic Development District, State of Louisiana (the "District") that, as of the date set forth below, there are no qualified electors located within the expanded areas of the District, the boundaries of which expanded areas are as set forth on Exhibit "A" hereto.

IN FAITH WHEREOF, witness my signature and official seal of the Ouachita Parish Registrar of Voters, this 8th day of August, 2023.


 Isabelle Butler

STATE OF LOUISIANA

PARISH OF OUACHITA

I, the undersigned City Clerk of the City of West Monroe, State of Louisiana (the "City"), do hereby certify that the foregoing pages constitute a true and correct copy of an ordinance adopted by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, acting as governing authority of the City, on September 5, 2023, expanding the boundaries of the West Monroe Economic Development District, State of Louisiana; extending the levy of a sales tax and hotel occupancy tax within the expanded area of the District; and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature on this, the 5th day of September, 2023.

Christen Heath, City Clerk

CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE THE CITY OF WEST MONROE, LOUISIANA TO ENTER INTO A JOINT FUNDING AGREEMENT FOR WATER RESOURCES INVESTIGATIONS (OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024) WITH THE U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

Section 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe, Louisiana, be and it is hereby authorized to enter into that Joint Funding Agreement for Water Resources Investigation (October 1, 2023 through September 30, 2024) with the U.S. Geological Survey, United States Department of the Interior, a copy of which is attached hereto as Exhibit A, all according to all terms, conditions and provisions as set forth therein.

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 that Joint Funding Agreement on behalf of the City of West Monroe, Louisiana, and to take any and all other action deemed by her either necessary or appropriate to effectuate execution of that Joint Funding Agreement for Water Resources Investigation (October 1, 2023 through September 30, 2024) with the U.S. Geological Survey, United States Department of the Interior.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, passed and adopted the 5th day of September, 2023, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 5TH DAY OF
SEPTEMBER, 2023

CHRISTEN HEATH, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

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

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000002035
Agreement #: 24MLJFALADA116
Project #: ML009Z5
TIN #: 72-6001497

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2023, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi-Gulf Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of West Monroe party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the continued operation and maintenance of the Ouachita River at West Monroe gage and the provision of daily discharge and stage data on the Ouachita River, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$7,600 by the party of the first part during the period
October 1, 2023 to September 30, 2024
- (b) \$20,560 by the party of the second part during the period
October 1, 2023 to September 30, 2024
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000002035
Agreement #: 24MLJFALADA116
Project #: ML009Z5
TIN #: 72-6001497

9. Billing for this agreement will be rendered **annually**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Aub Ward
Assistant Director - Southwest Data
Program (Louisiana)
Address: 3095 West California
Ruston, LA 71270
Telephone: (318) 548-1637
Fax: (318) 251-0372
Email: anward@usgs.gov

Customer Technical Point of Contact

Name: Terry Emory
Enviromental Quality Manager
Address: Department of Water, Wastewater, and
Stormwater 303 W. Pavillion Drive
West Monroe, La 71292
Telephone: (318) 325-0496
Fax:
Email: temory@westmonroe.la.gov

USGS Billing Point of Contact

Name: My-Chae May
Budget Analyst
Address: 3535 South Sherwood Forest Blvd.
Baton Rouge, LA 70816
Telephone: (225) 298-5481
Fax:
Email: gs-w-lmg_agreements@usgs.gov

Customer Billing Point of Contact

Name: Terry Emory
Enviromental Quality Manager
Address: Department of Water, Wastewater, and
Stormwater 303 W. Pavillion Drive
West Monroe, La 71292
Telephone: (318) 325-0496
Fax:
Email: temory@westmonroe.la.gov

U.S. Geological Survey
United States
Department of Interior

City of West Monroe

Signature

SHANNON WILLIAMS

Digitally signed by SHANNON WILLIAMS
Date: 2023.06.30 14:17:31 -05'00'

By _____ Acting For: _____ Date: _____
Name: Rodney R. Knight
Title: Director, LMG Water Science Center

Signatures

By _____ Date: _____
Name: _____
Title: _____

By _____ Date: _____
Name: _____
Title: _____

By _____ Date: _____
Name: _____
Title: _____

AD: SDW

STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE THE CITY OF WEST MONROE, LOUISIANA TO SELL CERTAIN DESCRIBED TANGIBLE NON-CONSUMABLE MOVABLE PROPERTY WHICH IS NO LONGER NEEDED FOR ANY PUBLIC PURPOSE BY THE CITY OF WEST MONROE, LOUISIANA, THROUGH INTERNET COMPUTER AUCTION PURSUANT TO R.S. 33.4711.1; THE CITY OF WEST MONROE, LOUISIANA RESERVING THE RIGHT TO REJECT ANY AND ALL BIDS AND/OR REMOVE ALL OR ANY PORTION OF THAT MOVABLE PROPERTY FROM THE SALE, IF APPROPRIATE; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the City of West Monroe, Louisiana, owns certain tangible non-consumable movable property which is no longer needed for public purposes, and

WHEREAS, that movable property still has a potential value if sold, and the receipt of any funds received 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, Louisiana, hereby declares the following movable property is no longer needed for any public purpose by the City of West Monroe, Louisiana, and is therefore declared surplus, and the City of West Monroe, Louisiana is hereby authorized to sell that property through internet computer auction(s) pursuant to the provisions of R.S. 33:4711.1. That movable property is more particularly described as follows, to-wit:

Surplus equipment and scrap metal at the Ike Hamilton Expo Center, including:

- a) 2 copper air conditioning coils
- b) Vending machine
- c) refrigerator
- d) food warmer
- e) miscellaneous equipment
- f) scrap metal

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 the use of any method or means allowed by R.S. 33:4711.1 is hereby approved.

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 if determined or

appropriate, Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, or her designee, then the City of West Monroe, Louisiana, may sell the listed items in one or more auctions (however believed to be most efficient), and may reserve the right to reject any and all bids and/or remove any and all portion of the movable property from the auction sale prior to its being offered, and/or sold, all with or without a minimum price, and that the terms, conditions and provisions of that sale are to be for cash at time of sale, and except as otherwise expressly provided in the sales advertising, all items to be sold in “as is” condition.

SECTION 4. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to pay any necessary costs associated with the sale from the proceeds of the sale.

SECTION 5. 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, or her designee, is hereby authorized to take any and all other action and to execute any and all documentation as is necessary or desirable in order to further effectuate the provisions of this Ordinance, including but not limited to execution of any and all bills of sale or other documents in order to evidence transfers of title of the movable property which is sold.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea or nay vote, this 5th day of September, 2023, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 5TH DAY OF
SEPTEMBER, 2023

CHRISTEN HEATH, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

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







Item 9)



















STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE THE CITY OF WEST MONROE, LOUISIANA TO SELL CERTAIN DESCRIBED MOVABLE PROPERTY WHICH IS NOT NEEDED FOR ANY PUBLIC PURPOSE BY THE CITY OF WEST MONROE, LOUISIANA TO RETIRED MAJOR GARY L. ALDRIDGE, BEING HIS SERVICE FIREARM, ALL PURSUANT TO R.S. 33:4712G; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the City of West Monroe, Louisiana, owns a certain item of movable property which is no longer needed for public purposes, and

WHEREAS, a purchaser, retired Major Gary L. Aldridge, wishes to acquire that item for a price which is fair and reasonable, and which sale would be beneficial to the City of West Monroe and its residents; and

WHEREAS, R.S. 33:4712G provides notwithstanding any provisions to the contrary, a municipal police officer who retires with at least twenty years of active service and who is in good standing with the Municipal Police Employees' Retirement System shall be entitled to purchase his firearm at fair market value upon retirement, subject to approval by the Chief of Police and the local governing authority, and those requirements are here satisfied, as reflected by the attached exhibits.

NOW, THEREFORE:

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe, Louisiana is hereby authorized to sell certain movable property which is no longer needed for any public purpose by the City of West Monroe, Louisiana, to retired Major Gary L. Aldridge, as allowed under the terms of R.S. 33:4712G, for the total cash price of TWO HUNDRED FIFTY AND NO/100 (\$250.00) DOLLARS, which property is more particularly described as follows, to-wit:

9mm Glock 17 (Generation 4), Serial #WMU361

in "as is" and "where is" condition, and without any warranty of any type or nature, with the purchase price to be paid in cash at the time of conveyance.

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 Bill of

Sale on behalf of the City of West Monroe, Louisiana, reflecting the sale upon verification of the required provisions of R.S. 33:4712G, and to take any other actions and/or to execute any and all other documents deemed by her either necessary or appropriate in order to transfer the above described movable property, all as set forth above.

SECTION 3. The above ordinance was introduced on September 5, 2023, in regular and legal session convened; notice of this ordinance was published three times in fifteen (15) days, one week apart, as required by R.S. 33:4712G; no opposition being filed, it is considered by sections, voted on by yea and nay vote, passed and adopted in legal session convened this 3rd day of October, 2023, with the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 3RD DAY OF
OCTOBER, 2023

CHRISTEN HEATH, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

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



FFL License #5-72-073-02-6A-06418

To whom it may concern:

As requested by the West Monroe Police Department, I have personally assessed and handled the following used firearm and appraised its purchase value to be \$250.00.

Make: Glock

Model: 17 (Generation 4)

Caliber: 9mm

Serial # WMU361

Sincerely,
Patriot Pawn Team

William Frierson

Owner

(318) 605-3966

Patriot_Pawn2018@Yahoo.com



City of West Monroe

HR Manager
Denise Calhoun



August 23, 2023

To whom it may concern:

Retired Major Gary L Aldridge retired with over twenty years of active service and is in good standing with the Municipal Police Employees' Retirement System.

Respectfully submitted,

A handwritten signature in black ink that reads "Denise Calhoun".

Denise Calhoun

Manager, Human Resources



City of West Monroe

HR Manager
Denise Calhoun



August 23, 2023

To whom it may concern:

Retired Major Gary L. Aldridge retired with over twenty years of active service and is in good standing with the Municipal Police Employees' Retirement System.

Respectfully submitted,

A handwritten signature in black ink that reads "Denise Calhoun".

Denise Calhoun

Manager, Human Resources

City of West Monroe

POLICE DEPARTMENT

2301 NORTH SEVENTH STREET
WEST MONROE, LA 71291

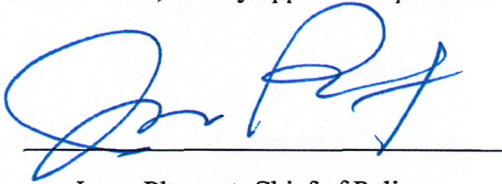
Jason E. Pleasant
Chief of Police

Main: (318) 396-2722
Fax: (318) 396-4903

August 30, 2023

To whom it may concern:

West Monroe Police Department Major Gary L. Aldridge, who is now retired after over thirty years of active service, has my approval to purchase his service firearm at its fair market value.



Jason Pleasant, Chief of Police



Office of the Mayor
Staci Albritton Mitchell

August 24, 2023

To whom it may concern:

West Monroe Police Department Major Gary L. Aldridge, who is now retired after over twenty years of active service, has my approval to purchase his service firearm at its fair market value.

A handwritten signature in blue ink, reading "Staci Albritton Mitchell", is written over a horizontal line.

Staci Albritton Mitchell, Mayor



AIA® Document G701® – 2017

Change Order

PROJECT: (Name and address)
West Monroe Indoor Sports Complex
West Monroe, Louisiana

CONTRACT INFORMATION:
Contract For: General Construction
Date: September 27, 2021

CHANGE ORDER INFORMATION:
Change Order Number: 004
Date: August 3, 2023

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

ARCHITECT: (Name and address)
Tim M. Brandon, Architect, APC
103 Cypress Street
West Monroe, LA 71291

CONTRACTOR: (Name and address)
Lincoln Builders of Ruston, Inc.
P.O. Box 400
Ruston, LA 71273-0400

THE CONTRACT IS CHANGED AS FOLLOWS:

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

- OCOP#25 - June 2023 Weather Days = \$0 / 8 days
- OCOP#26 - Pickleball Court Striping = \$4,692 / 0 days
- OCOP#27 - July 2023 Weather Days = \$0 / 5 days
- OCOP#28 - HVAC Equipment Delay = \$0 / 54 days
- OCOP#29 - Framing at Lobby Stairs = \$1,427 / 0 days

| | |
|--|------------------|
| The original Guaranteed Maximum Price was | \$ 23,461,741.00 |
| The net change by previously authorized Change Orders | \$ 355,636.00 |
| The Guaranteed Maximum Price prior to this Change Order was | \$ 23,817,377.00 |
| The Guaranteed Maximum Price will be increased by this Change Order in the amount of | \$ 6,119 |
| The new Guaranteed Maximum Price including this Change Order will be | \$ 23,823,496.00 |

The Contract Time will be increased by sixty seven (67) days.

The new date of Substantial Completion will be January 10, 2024

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

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

Tim M. Brandon, Architect, APC
ARCHITECT (Firm name)

SIGNATURE

Tim Brandon
PRINTED NAME AND TITLE

DATE

Lincoln Builders of Ruston, Inc.
CONTRACTOR (Firm name)

SIGNATURE

West Bayne, Vice President
PRINTED NAME AND TITLE

DATE

City of West Monroe
OWNER (Firm name)

SIGNATURE

Staci Albritton Mitchell, Mayor
PRINTED NAME AND TITLE

DATE

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User Notes:

(3B9ADA3E)



Owner Change Order Proposal SUMMARY

Item 12)

OCOP # 25
Date: 7/3/2023

Project Name: West Monroe Sports Complex

Description of Work: Weather days for the month of June 2023

General Contractor Direct Costs - Breakdown No. NA \$ -

(See attached breakdown)

Total General Contractor Cost 15 %

Subcontractor Cost Breakdowns

(See attached.)

| Subcontractor Name | A | B | C |
|--------------------|----------------------|------|--------------------|
| | Total Direct Cost | OH&P | Total A+(A X B) |
| | | 15 % | |
| | | % | |
| | | % | |
| | | % | |
| | | % | |
| | | % | |
| | | % | |
| | | % | |
| | | % | |

Subcontractor Total Cost

General Contractor OH&P at 5 %

Total Subcontractor Costs

Change Order Subtotal

Performance and Payment Bond at 0.60 %

Amount will be ☐ increased ☐ decreased ☒ unchanged by

Days will be ☒ increased ☐ decreased ☐ unchanged by 8

WEATHER DATA FOR MONTH OF JUNE 2023

WEST MONROE SPORTS COMPLEX

Total Weather Days Life-of-Project = 111
Total Weather Day Extensions reqst'd Life-of-Project = 44

Total Weather Days allowed per specs = 6
Total Weather Days requested for contract extension = 8

Total Weather Days this Month = 14
Total Precipitation this Month = 2.54

[illegible]

Notes/Comments: The rain cycles had a severe impact on progress of the paving this month. We spent the entire month trying to get ready to install the soil cement only to be rained out every time we got a proof roll to pass after drying out the site from a previous rain. We need about two weeks of no rain. We almost had everything ready to go at the end of the month, and then we received too much rain on a Monday morning that was detrimental to progress. We had a total of 14 days of lost progress due to rain this month. As a result, we are requesting an additional 8 days to be added to the substantial completion date.



Owner Change Order Proposal SUMMARY

Item 12)

OCOP # 26
Date: 7/13/2023

Project Name: West Monroe Sports Complex

Description of Work: Stripe (4) full pickleball courts and 2"x2" tic marks for (8) pickleball courts - (12) tics per court - (96) tic marks total as requested by owner.

General Contractor Direct Costs - Breakdown No. NA \$ -

(See attached breakdown)

Total General Contractor Cost 15 %

Subcontractor Cost Breakdowns

(See attached.)

| Subcontractor Name | A Total Direct Cost | B OH&P | C Total A+(A X B) |
|--------------------|---------------------------|-----------|-------------------------|
| Covington | \$ 4,270.00 | 10 % | \$4,697.00 |
| | | % | |
| | | % | |
| | | % | |
| | | % | |
| | | % | |
| | | % | |
| | | % | |
| | | % | |
| | | % | |

Subcontractor Total Cost \$4,697.00

General Contractor OH&P at 5 % \$235.00

Total Subcontractor Costs \$4,932.00

Change Order Subtotal \$4,932.00

Performance and Payment Bond at 0.60 % \$30.00

Amount will be ☒ increased ☐ decreased ☐ unchanged by \$4,962.00

Days will be ☐ increased ☐ decreased ☒ unchanged by



CHANGE ORDER REQUEST

Item 12)

205-328-2330

www.covington.com

BILL

TO: LINCOLN BUILDERS, INC.
11567 MERCANTILE DRIVE
BATON ROUGE LA 70809

WORK PICKLEBALL COURTS
DONE 875 CONSTITUTION DRIVE
AT: WEST MONROE, LA 71291

PHONE 225 706 5038 CUST# 50875

| JOB NO. | CUST ORDER# | TERMS | REQUEST NUMBER | DATE |
|------------|-------------|---------|----------------|---------|
| 22222 -503 | 2114WM-019 | NET DUE | 503 | 7/11/23 |

| QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|--|---|------------|-------------------|
| STRIPE FOUR (4) FULL PICKLEBALL COURTS - COLOR TAN | | | |
| PAINT ON 2" X 2" SQUARE TIC MARKS FOR EIGHT (8) PICKLEBALL COURTS - 12 TICS PER COURT - (96) 2" X 2" SQUARE TIC MARKS IN TOTAL - COLOR TAN | | | |
| NOTE - TIC MARKS REQUIRE TAPING OUT OF FULL COURT FOR PLACEMENT LOCATIONS | | | |
| PER INCLUDED LAYOUT | | | |
| 12.00 | PICKLEBALL MATERIAL (PAINT, TAPE, ROLLERS, ETC..) | LS 730.00 | 730.00 |
| | PICKLEBALL LABOR | 295.00EA | 3,540.00 |
| | | | <hr/> 4,270.00 |
| OVERHEAD | | | <hr/> 427.00 |
| SUBTOTAL | | | 4,697.00 |
| C/O REQUEST TOTAL | | | \$4,697.00 |

**COVINGTON IS REQUESTING A
CHANGE ORDER IN THE AMOUNT
BILLED**

Mailing Address:
P. O. Box 19968
Birmingham, Alabama 35219

Shipping Address:
709 1st Avenue North
Birmingham, Alabama 35203



Owner Change Order Proposal SUMMARY

Item 12)

OCOP # 27
Date: 8/1/2023

Project Name: West Monroe Sports Complex

Description of Work: July 2023 weather delays

General Contractor Direct Costs - Breakdown No. NA \$ -

(See attached breakdown)

Total General Contractor Cost 15 %

Subcontractor Cost Breakdowns

(See attached.)

| Subcontractor Name | A Total Direct Cost | B OH&P 15 % | C Total A+(A X B) |
|--------------------|---------------------------|-------------------|-------------------------|
| | | % | |
| | | % | |
| | | % | |
| | | % | |
| | | % | |
| | | % | |
| | | % | |
| | | % | |
| | | % | |
| | | % | |

Subcontractor Total Cost

General Contractor OH&P at 5 %

Total Subcontractor Costs

Change Order Subtotal

Performance and Payment Bond at 0.60 %

Amount will be ☐ increased ☐ decreased ☒ unchanged by

Days will be ☒ increased ☐ decreased ☐ unchanged by 5

WEATHER DATA FOR MONTH OF JULY 2023

WEST MONROE SPORTS COMPLEX

Month Starts on: Saturday

Total Weather Days this Month = 11
Total Precipitation this Month = 2.96

Total Weather Days allowed per specs = 6
Total Weather Days requested for contract extension = 5

Total Weather Days Life-of-Project = 122
Total Weather Day Extensions requested Life-of-Project = 49

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Owner Change Order Proposal SUMMARY

Item 12)

OCOP # 28
Date: 8/2/2023

Project Name: West Monroe Sports Complex

Description of Work: Delivery delay for PU-1A and PU-1B

General Contractor Direct Costs - Breakdown No. NA \$ -

(See attached breakdown)

Total General Contractor Cost 15 %

Subcontractor Cost Breakdowns

(See attached.)

| Subcontractor Name | A Total Direct Cost | B OH&P | C Total A+(A X B) |
|--------------------|---------------------------|-----------|-------------------------|
| | | 15 % | |
| | | % | |
| | | % | |
| | | % | |
| | | % | |
| | | % | |
| | | % | |
| | | % | |
| | | % | |
| | | % | |

Subcontractor Total Cost

General Contractor OH&P at 5 %

Total Subcontractor Costs

Change Order Subtotal

Performance and Payment Bond at 0.60 %

Amount will be ☐ increased ☐ decreased ☒ unchanged by

Days will be ☒ increased ☐ decreased ☐ unchanged by 54



LINCOLN
BUILDERS, INC.

THE POWER OF INTEGRITY.

Lincoln Builders of Ruston, Inc.
PO Box 400
Ruston, LA 71273

8/2/23

West Monroe Sports – HVAC Material Delay

On 11/8/22, Lincoln Builders was made aware of a significant delay in the expected delivery of the two HVAC units that serve the main gym, PU-1A and PU-1B. Immediately upon learning of this delay, Lincoln notified the Architect of the delay and its impact on the project schedule. We have continued to provide updates on this delay during each owner meeting.

At the time, we had scheduled to start these units up on 5/4/23 to allow the building to acclimate to reduce humidity in the slab and to allow the wood floor materials to stabilize before installation. This would have required the units to be on site no later than 4/6/23. The April 6, 2023 date allowed 11 months for delivery as we had released the order before the contract was even signed to try to avoid any potential issues with delivery. However, the units did not make it to the site until 8/2/23, a delay to the original schedule of 118 days.

We currently have submitted time extensions for weather and additional work totaling 64 days. These days run concurrently with the delay caused by the HVAC units delay. This leaves a total of 54 days of delay that we are due for the delay of the equipment.

With the information outlined above we are submitting a request for 54 days to be added to the substantial completion date due to unforeseen equipment delivery delays that are beyond our control and are required for the critical path work. This will make the new substantial completion date December 27, 2023.

Although we are making this request per the terms of the contract, it is still our full intent to continue pushing the project to complete as soon as possible.

Sincerely,

West Bayne,
Vice President



Owner Change Order Proposal SUMMARY

Item 12)

OCOP # 29
Date: 8/2/2023

Project Name: West Monroe Sports Complex

Description of Work: Install framing, drywall, and paint under bottom landing of the stairs at the lobby as directed by the fire marshal.

General Contractor Direct Costs - Breakdown No. NA \$ -
(See attached breakdown)

Total General Contractor Cost 15 %

Subcontractor Cost Breakdowns (See attached.)

| Subcontractor Name | A Total Direct Cost | B OH&P | C Total A+(A X B) |
|--------------------|---------------------------|-----------|-------------------------|
| Joe Banks | \$ 1,173.91 | 15 % | \$1,350.00 |
| | | % | |
| | | % | |
| | | % | |
| | | % | |
| | | % | |
| | | % | |
| | | % | |
| | | % | |
| | | % | |

Subcontractor Total Cost \$1,350.00

General Contractor OH&P at 5 % \$68.00

Total Subcontractor Costs \$1,418.00

Change Order Subtotal \$1,418.00

Performance and Payment Bond at 0.60 % \$9.00

Amount will be ☒ increased ☐ decreased ☐ unchanged by \$1,427.00

Days will be ☐ increased ☐ decreased ☒ unchanged by



JOE BANKS
DRYWALL & ACOUSTICS, INC.

JOB NAME: West Monroe Sports Complex

DATE: August 1, 2023

LOCATION: Monroe, La.
ARCHITECT: TBA

To: Lincoln Builders **Framing & Sheetrock Around Bottom of Stair Platform in Lobby**
Att: West Bayne

Items not specifically listed are not included. **Proposal is submitted for acceptance within 14 days of date of said proposal. If commitment to Joe Banks Drywall and Acoustics is not made within the 14-day time frame, JBD&A reserves the right to not enter into a contract due to volatility of market conditions for both labor and materials and or reserves the right to adjust pricing based upon current market conditions.**

It is agreed that if this job has been estimated from plans and the building is constructed larger than the plans show, this Contractor will be paid for the extra footage. All contracts are based on A1A forms.

WE PROPOSE TO FURNISH THE NECESSARY LABOR, MATERIALS AND EQUIPMENT TO INSTALL THE FOLLOWING PHASES OF WORK IN THE ABOVE-NAMED BUILDING. WE ACKNOWLEDGE 0 ADENDUMS

Includes: Framing & Sheetrock Around Bottom Stair Platform in Lobby

- | | |
|---|-------------------|
| 1. Add Metal Studs & One Layer of Sheetrock | |
| 2. Total Added Cost | \$1,350.00 |

Note: Prices Good For 14 Days of Bid Due to Material Increases

STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE THE CITY OF WEST MONROE, LOUISIANA TO ENTER INTO AN ENTITY/STATE AGREEMENT WITH THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT REGARDING STATE PROJECT NO. H.015216, FEDERAL AID PROJECT NO. H015216, HIGHLAND SCHOOL AREA SIDEWALKS OUACHITA PARISH; TO FURTHER AUTHORIZE THE MAYOR TO EXECUTE THAT ENTITY/STATE AGREEMENT AND ALL RELATED DOCUMENTS; AND TO FURTHER EXECUTE ANY ALL FURTHER DOCUMENTS, AUTHORIZATIONS OR COMMITMENTS, AND TO UNDERTAKE ANY AND ALL ACTIONS WHICH ARE NECESSARY, APPROPRIATE OR DESIRABLE IN ORDER TO MEET ANY AND ALL OTHER REQUIREMENTS RELATING TO THE AWARD OF THAT PROJECT, OR OTHERWISE TO FULFILL THE OBLIGATIONS OF THE CITY OF WEST MONROE, LOUISIANA, AS IT RELATES TO THE AGREEMENT; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Alderman of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe, Louisiana, is hereby authorized to enter into an Entity/State Agreement with the Louisiana Department of Transportation and Development regarding State Project No. H.015216, Federal Aid Project No. H015216, Highland School Area Sidewalks Ouachita Parish, a copy of which is attached as Exhibit “A”, and that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to execute that Entity/State Agreement on behalf of the City of West Monroe, Louisiana, and to further execute any and all documents either necessary or appropriate to reflect the approval by the City of West Monroe, Louisiana.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Alderman of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized to execute any and all further documents, authorizations or commitments, including but not limited to any funding commitments required or requested, and to undertake any and all actions which are necessary, appropriate or desirable in order to meet any and all other requirements relating to the award of that project, including the designation of Matthew Wilson, Finance Director, or such other persons as she shall determine appropriate, as the “Responsible Charge”, and otherwise to fulfill the obligations of the City of West Monroe, Louisiana, as it relates to the award of funds for this project, or the provisions of the Entity/State Agreement approved above.

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 5th day of September, 2023, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 5TH DAY OF
SEPTEBER, 2023

CHRISTEN HEATH, CITY CLERK
CITY OF WEST MONROE,
STATE OF LOUISIANA

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

**STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**ENTITY/STATE AGREEMENT
STATE PROJECT NO. H.015216
FEDERAL AID PROJECT NO. H015216
HIGHLAND SCHOOL AREA SIDEWALKS
OUACHITA PARISH**

THIS AGREEMENT, is made and executed in two originals on this _____ day of _____, 20____, by and between the **Louisiana Department of Transportation and Development**, through its Secretary, hereinafter referred to as “**DOTD**,” and the **City of West Monroe**, a political subdivision of the State of Louisiana, hereinafter referred to as “**Entity**”.

WITNESSETH: That;

WHEREAS, the Entity and DOTD desire to cooperate in the financing and delivery of the Project as described herein; and

WHEREAS, the Entity understands that funding for this project is not a grant, but reimbursement/disbursement of eligible expenditures as provided herein; and

WHEREAS, if applicable, the Project is part of a Transportation Improvements Program (TIP), serving to implement the area wide transportation plan held currently valid by appropriate local officials and the MPO, and developed as required by Section 134 of Title 23, U.S.C.; and

WHEREAS, the Entity grants access within the project limits to DOTD and all necessary parties required to complete the project; and

WHEREAS, DOTD is agreeable to the implementation of the Project and desires to cooperate with the Entity as hereinafter provided; and

WHEREAS, the Entity is required to attend the mandatory Qualification Core Training and to adhere to the Local Public Agency (LPA) Manual.

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

The foregoing recitals are hereby incorporated by reference into this agreement.

ARTICLE I: PROJECT DESCRIPTION

The improvement, hereinafter referred to as “Project,” that is to be undertaken under this Agreement is to construct Portland cement concrete sidewalks and install drainage structures. This project will consist of the construction of approximately 1500 linear feet of sidewalk on the east side of Arlene Street from Wellerman Road to Elizabeth Street, approximately 600 linear feet of sidewalk along Wellerman Road in front of Highland Elementary School, and the installation of drainage structures on city and school board right-of-way and related work, in the City of West Monroe, Ouachita Parish, Louisiana.

For purposes of identification and record keeping, State and Federal Project Numbers have been assigned to this Project as follows: **State Project No. H.015216 and Federal Project No. H015216**. All correspondence and other documents pertaining to this project shall be identified with these project numbers.

The table below defines who will perform the work involved with each item listed in their respective articles, either directly with in-house staff or through a consultant or contractor. This table does not address funding.

| Responsibility Table Roadway Control Section 000-37 | | | |
|--|--------|------|----------|
| | Entity | DOTD | Comments |
| Roadway Owner | Yes | No | |
| Environmental Process | Yes | No | |
| Pre-Construction Engineering | Yes | No | |
| Rights-of-Way | | | |
| Appraisal/Valuation Services | Yes | No | |
| Appraisal Review | Yes | No | |
| Acquisition/Relocation Services | Yes | No | |
| Other Right of Way Services | Yes | No | |
| Permits Necessary for Project | Yes | No | |
| Utility Agreements (Clearance/Relocation) | Yes | No | |
| Utility Permits | Yes | No | |
| Construction | Yes | No | |
| Construction Engineering Administration and Inspection | Yes | No | |
| Construction Engineering Testing | Yes | No | |
| Non-Infrastructure Enhancements | Yes | No | |

ARTICLE II: FUNDING

Except for services hereinafter specifically listed to be furnished solely at DOTD's expense or solely at the Entity's expense, the cost of this Project will be a joint participation between DOTD and the Entity, with DOTD or the Entity contributing the local match of the participating approved project Stage/Phase and the Federal Highway Administration, hereinafter referred to as "FHWA," contributing Federal Funds through DOTD, as shown in the Funding Table. The Entity does, however, reserve the right to incorporate items of work into the construction contract not eligible for state or federal participation if it so desires, and at its own cost subject to prior DOTD and/or federal approval.

| Funding Table¹ Roadway Control Section 000-37 | | | |
|---|--------------------------------|------------------------------|--|
| Method of Payment | Disbursement | | |
| | Percentage Funded By Entity | Percentage Funded By DOTD | Comments |
| Environmental Process | 100% | 0% | |
| Pre-Construction Engineering | 100% | 0% | |
| Rights-of-Way | | | |
| Appraisal/Valuation Services | 100% | 0% | |
| Appraisal Review | 100% | 0% | |
| Acquisition/Relocation Services | 100% | 0% | |
| Other Right of Way Services | 100% | 0% | |
| Permits Necessary for Project | 100% | 0% | |
| Utility Agreements (Clearance/Relocation) ² | 100% | 0% | |
| Utility Permits | 100% | 0% | |
| Construction | 20% | 80% | (Additional Approved Federal Funds past original limit) 20% Entity, 80% Federal |
| Construction Engineering and Inspection | 100% | 0% | |
| Construction Engineering Testing | 100% | 0% | |
| Non-Infrastructure Enhancements | 100% | 0% | |

¹Percentages are to be applied to the amount shown in the most current approved Transportation Improvement Program (TIP) including subsequent modifications and amendments. If in a non-MPO area, a Funding Commitment Letter will be used to identify the available funds.

²Includes railroads

The estimated percentage paid by the Entity, as shown in the Funding Table, is required to be remitted to DOTD prior to advertisement or commencement of any Stage/Phase for which DOTD is designated as being responsible, as per the Responsibility Table.

In addition, if DOTD manages a contract for an off-system (i.e., locally owned) route, the Entity will, in advance of DOTD entering into any contract for any Stage/Phase, be required to pay for DOTD's indirect costs associated with the administration of that contract, in proportion to the local share of the contract (as specified in the funding table). The amount of indirect costs will be calculated based on DOTD's most current federally-approved administrative cost rate, which shall be applied to the cost of the contract. Entity may request in writing from the DOTD Project Manager an exemption from the obligation to pay a share of DOTD's indirect costs.

For construction contracts the Entity will be required to pay 1.2 times the amount described in the above paragraphs, with the additional amount to be held in reserve for change orders and claims. In the event that the actual cost of the contract exceeds the preliminary cost estimate the Entity shall reimburse DOTD in an amount equal to the matching funds of the actual final cost in excess of said preliminary cost estimate, which shall be payable within 30 days of receipt of an invoice for same from DOTD. In the event that the actual cost of the contract is less than the said preliminary cost estimate (and the amount held in reserve, as applicable) DOTD shall return to Entity funds in excess of the amount required in proportionate matching funds, based on actual cost incurred, as provided in the funding table.

For services for which the Entity is designated as being responsible, as per the Responsibility Table, and which will receive Federal funding, as per the Funding Table, the Entity agrees it will not incur or expend any funds or provide a written Notice To Proceed (NTP) to any consultant or contractor prior to written notification from DOTD that they can begin work. Any costs incurred prior to such notification will not be compensable.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *disbursement* method is chosen, as per the Funding Table, DOTD will pay to the Entity monthly the correct federal ratio of the approved project costs after the Entity has rendered such invoices. The invoices shall be submitted with a DOTD Cost Disbursement Certification, executed by the properly designated Entity official. The Entity is required to tender payment for the invoiced cost to the vendor promptly upon receipt of each disbursement of funds. Within sixty (60) days from receipt of payment from DOTD, Entity shall provide proof to DOTD of said payment to vendor.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *reimbursement* method is chosen, as per the Funding Table, the Entity will submit an invoice monthly to DOTD with a copy of the cancelled check, in accordance with DOTD's standards and methods. Upon receipt of each invoice, DOTD will reimburse the percentage shown in the Funding Table within 30 days of determining that it is correct. The Entity must bill within 60 days of the incurrence of expense or receive a written waiver from their project manager extending the time of submittal.

All charges shall be subject to verification, adjustment, and/or settlement by DOTD's Audit Section. Before final payment is recommended by DOTD, all supporting documentation shall conform to DOTD policies and procedures. The Entity shall submit all final billings for all Stage/Phases of work within 90 days after the completion of the period of performance of this agreement. Failure to submit these billings within the specified 90 day period shall result in the Project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Entity. The Entity shall reimburse DOTD any and all amounts for services which are cited by DOTD as being noncompliant with federal/state laws and/or regulations. The cited amounts which are reimbursed by the Entity will be returned to the Entity upon clearance of the citation(s).

Should the Entity fail to reimburse DOTD the cited amounts within 30 days after notification, all future payment requests from the Entity will be held until the cited amounts are exceeded, at which time only the amount over the cited amounts will be released for payment. Additionally, future Local Public Agency projects for the Entity may not be approved until such time as the cited amount is reimbursed to DOTD.

ARTICLE III: PROJECT RESPONSIBLE CHARGE

23 CFR 635.105 requires a full-time employee of the Entity to be in "Responsible Charge" of the Project for the Stages/Phases for which the Entity is designated as being responsible, as per the Responsibility Table. The Entity at the time of execution of this Agreement shall complete, if not previously completed, the LPA Responsible Charge Form and submit it to the Project Manager. The Entity is responsible for keeping the form updated and submitting the updated form to the Project Manager. The LPA Responsible Charge need not be an engineer. DOTD will serve as the Responsible Charge for the construction engineering and inspection portion of the Project on state routes. The LPA Responsible Charge is expected to be accountable for the Project and to be able to perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation;
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project.
- Review QA/QC forms, Constructability/Biddability Review form, and all other current DOTD quality assurance documents.

The above duties do not restrict an Entity's organizational authority over the LPA Responsible Charge or preclude sharing of these duties and functions among a number of public Entity employees. It does not preclude one employee from having responsible charge of several projects and directing project managers assigned to specific projects.

In accordance with 23 CFR 635.105, DOTD will provide a person in "responsible charge" that is a full-time employed state engineer for Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table. For Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table, the Entity will also provide an LPA Responsible Charge, but that person will have the following modified duties.

- Acts as primary point of contact for the Entity with the DOTD;
- Participate in decisions regarding cost, time and scope of the Project, including changed / unforeseen conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is appropriate in light of the magnitude and complexity of the Project; or as determined by the DOTD Responsible Charge;
- Provide assistance or clarification to DOTD and its consultants, as requested;
- Attend project meetings as determined by the DOTD Responsible Charge; and shall attend the Project's "Final Inspection";
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project as requested by the DOTD Responsible Charge;
- Review QA/QC forms, Plan Constructability/Biddability Review form, and other current DOTD quality assurance documents as requested by the DOTD Responsible Charge

ARTICLE IV: PERIOD OF PERFORMANCE

If the Tables indicate that State or Federal funds are used for an authorized Stage/Phase of the project, a period of performance is required for the authorized Stage/Phase. As per 2 CFR 200.309, the Period of Performance is a period when project costs can be incurred; specifically, a project Stage/Phase authorization start and end date. Any additional costs

incurred after the end date are not eligible for reimbursement. The Project Manager will send the LPA a Period of Performance written notification which will provide begin and end dates for each authorized project Stage/Phase and any updates associated with the dates.

ARTICLE V: CONSULTANT SELECTION

If the Funding Tables indicate that Federal funds are used for a Stage/Phase of the project in which consulting services will be performed, DOTD shall advertise and select a consulting firm for the performance of the services necessary to fulfill the scope of work unless the Entity has a selection process which has been previously approved by FHWA and DOTD for the designated Stage/Phase. Following the selection of the consulting firm by DOTD, if applicable, and if the Responsibility Table specifies that the Entity holds the contract, the Entity shall enter into a contract (prepared by DOTD) with the consulting firm for the performance of all services required for the Stage/Phase. The Entity may make a non-binding recommendation to the DOTD Secretary on the consultant shortlist. If the Entity makes a selection pursuant to its approved procedures, the Entity shall submit to DOTD the draft contract for approval prior to execution. No sub-consultants shall be added to the Project without prior approval of the DOTD Consultant Contract Services Administrator. The specified services will be performed by the selected consultant under the direct supervision of the LPA Responsible Charge, who will have charge and control of the Project at all times.

Formal written notification from DOTD of federal authorization is required prior to the issuance of an NTP by the Entity. Any costs which the Entity expects to be reimbursed prior to such authorization will not be compensable prior to the NTP date or if performed outside of the period of performance of this agreement.

The Entity shall be responsible for any contract costs attributable to the errors or omissions of its consultants or sub-consultants.

If **DOTD** is designated as being responsible to complete the Stage/Phase, as per the Responsibility Table, DOTD will perform the specified services.

As per the Funding Table, if the **Entity** is responsible for all costs associated with a Stage/Phase, and the Responsibility Table indicates the Entity is the contract holder, the Entity shall either conduct the specified services or advertise and select a consulting firm (if not previously selected) for the performance of services necessary to fulfill the scope of work for the designated Stage/Phase. If a consulting firm is selected, the Entity shall enter into a contract with the selected firm for the performance of the services. The Entity is prohibited from selecting or approving any consultant or sub-consultant who is on DOTD's disqualified list or who has been debarred pursuant to LSA-R.S. 48:295.1 et seq.

ARTICLE VI: ENVIRONMENTAL PROCESS

If it is specified in the Funding Table, the environmental process is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

The Project will be developed in accordance with the National Environmental Policy Act (NEPA), as amended, and its associated regulations. Additionally, the Project will comply with all applicable State and Federal laws, regulations, rules and guidelines, in particular 23 CFR Parts 771, 772, and 774, along with the latest version of DOTD's "Stage/Phase 1: Manual of Standard Practice" and "Environmental Manual of Standard Practice." All Stage/Phase 1, environmental documents, and public involvement proposals, prepared by or for the Entity, shall be developed under these requirements and shall be submitted to DOTD for review and comment prior to submittal to any agency.

ARTICLE VII: PRE-CONSTRUCTION ENGINEERING

If it is specified in the Funding Table, pre-construction engineering is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article. In the event that the Entity is obligated to complete this work and contracts with a third party to perform the work, and DOTD is obligated to complete any subsequent work, DOTD and the Entity agree that any rights that the Entity may have to recover from the provider of pre-construction engineering services shall be transferred to DOTD.

The Engineer of Record shall make all necessary surveys, prepare plans, technical specifications and cost estimates and complete any and all required documentation for the Project in accordance with the applicable requirements of the latest edition of the Louisiana Standard Specifications for Roads and Bridges, applicable requirements of 23 CFR Part 630 ("Preconstruction Procedures"), and the following specific requirements:

The design standards shall comply with the criteria prescribed in 23 CFR Part 625 ("Design Standards For Highways") and state requirements applicable to the roadway(s) that is/are the subject of this agreement. The format of the plans should conform to the latest standards used by DOTD in the preparation of its contract plans for items of work of similar character. The deliverables must incorporate all applicable *accessibility* codes and all related regulations including but not limited to: ADAAG, 2010 ADA Standards for Accessible Design, MUTCD, PROWAG, Section 504 of the Rehabilitation Act of 1973, 23 CFR 450, State DOT Regulations, USDOT, 49 CFR Part 37. For information on

acronyms see the LPA Manual located on the DOTD website: (http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Administration/LPA/Pages/default.aspx).

For projects including lighting systems, the Entity will execute a lighting agreement. The Entity shall also provide DOTD with documentation of the utility/electrical service account in the Entity's name where projects are built on state rights-of-way.

ARTICLE VIII: RIGHT-OF-WAY APPRAISAL, ACQUISITION AND RELOCATION

If it is specified in the Funding Table, right-of-way services and acquisition are eligible as project costs.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

If right-of-way is required for this Project, appraisal and acquisition of all real property and property rights required for this Project shall be in accordance with all applicable State and Federal laws, including Title 49 CFR, Part 24 as amended; Title 23 CFR, Part 710 as amended; DOTD's Right-of-Way Manual; DOTD's LPA Right-of-Way Manual; DOTD's Guide to Title Abstracting and any additional written instructions as given by the DOTD Right-of-Way Section.

Design surveys, right-of-way surveys and the preparation of right-of-way maps shall be performed in accordance with the requirements specified in the current edition of the "Location & Survey Manual."

The Entity shall sign and submit the LPA Assurance Letter to the DOTD Right-of-Way Section annually. As soon as it is known that the acquisition of right-of-way is required for this Project, the Entity shall contact the DOTD Right-of-Way Section for guidance.

DOTD or the Entity, as per the Responsibility Table, shall ensure that the design of the Project is constrained by the existing right-of-way or the right-of-way acquired for the Project, as shown on the construction plans. When applicable, the Entity will send to the Project Manager a letter certifying that the Project could be built within the right-of-way.

If right-of-way was acquired by the Entity, the letter should also state that the acquisition was performed according to state and federal guidelines, as mentioned above, and it is understood that liability and any costs incurred due to insufficient right-of-way are the responsibility of the Entity.

ARTICLE IX: TRANSFER AND ACCEPTANCE OF RIGHT-OF-WAY

If the Responsibility Table indicates that parcels of land shall be acquired by DOTD as right-of-way for the Project and if the roadway shall not remain in the State Highway System after completion and acceptance of the Project, these parcels shall be transferred by DOTD, in full ownership, to the Entity, upon the Final Acceptance of the Project by the DOTD Chief Engineer. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the Entity's road system and the assumption by the Entity of the obligations to maintain and operate the property and its improvements, if any, at its sole cost and expense.

If the Responsibility Table indicates that parcels of land shall be acquired by the Entity as right-of-way for the Project and the roadway shall not remain in the Entity's Highway System after completion and acceptance of the Project, these parcels shall be transferred by the Entity to DOTD, in full ownership, upon final inspection and acceptance of the Project by the DOTD. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the State Highway System and the assumption by the State of the obligations to maintain and operate the property and its improvements, if any, at DOTD's sole cost and expense.

Furthermore, both DOTD and the Entity agree to hold harmless and indemnify and defend the other party against any claims of third persons for loss or damage to persons or property resulting from the failure to maintain or to properly sign or provide and maintain signals or other traffic control devices on the property acquired pursuant to this Agreement.

ARTICLE X: PERMITS

The Responsibility Table defines whether DOTD or the Entity shall be obligated to obtain the permits and the approvals necessary for the Project, whether from private or public individuals and pursuant to local, State or Federal rules, regulations, or laws.

ARTICLE XI: UTILITY RELOCATION/RAILROAD COORDINATION

If specified in the Funding Table, companies that have compensable interest and whose utilities must be relocated may be reimbursed relocation costs from project funds.

The responsible party, as defined in the Responsibility Table, shall be obligated to obtain from affected utility companies or railroads all agreements and designs of any required systems or relocations.

When the Entity is responsible for these activities on one or more control sections of the Project, the Entity will be required to submit a Utility Assurance Letter to the DOTD Project Manager prior to the letting of the Project.

If the Entity is the responsible party, then it shall comply with all utility relocation processes as specified in the LPA Manual.

The responsible party, as defined in the Responsibility Table, shall be obligated to issue any permits or otherwise authorize any utility companies or railroads that are relocating into project right-of-way in connection with the Project.

ARTICLE XII: BIDS FOR CONSTRUCTION

DOTD shall prepare construction proposals, advertise for and receive bids for the work, and award the contract to the lowest responsible bidder. Construction contracts will be prepared by DOTD after the award of contract.

For Entity held contracts, DOTD will advertise for and receive bids for the work in accordance with DOTD's standard procedures. All such bids will be properly tabulated, extended, and summarized to determine the official low bidder. DOTD will then submit copies of the official bid tabulations to the Entity for review and comment while DOTD will concurrently analyze the bids. The award of the contract shall comply with all applicable State and Federal laws and the latest edition of the Louisiana Standard Specifications for Roads and Bridges. The Entity will be notified when the official low bid is greater than the estimated construction costs. When a decision is made to award the contract, the contract will be awarded by DOTD on behalf of the Entity following concurrence by the Federal Highway Administration (FHWA) and the Entity. DOTD will transmit the construction contract to the Entity for its further handling toward execution. The Entity will be responsible for construction contract recordation with the Clerk of Court in the Project's parish. A receipt of filing shall be sent to DOTD Financial Services Section. DOTD will, at the proper time, inform the Entity in writing to issue to the contractor an official NTP for construction.

ARTICLE XIII: CONSTRUCTION ENGINEERING AND INSPECTION

If it is specified in the Funding Table, construction engineering and inspection is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

If DOTD is obligated to complete the work specified in this Article, DOTD will perform the construction engineering and inspection using funds as specified in the Funding Table. If the Entity is obligated to complete the work specified in this Article, the Entity will either perform the construction engineering and inspection with in-house staff or will hire a consultant to perform the work. If federal funds are specified in the Funding Table for construction engineering and inspection, the selection of any consultant will be as provided

in Article V, above. The construction engineering and inspection must be performed by a professional licensed to perform the type of work being performed.

DOTD will assign a representative from a District Office to serve as the District Project Coordinator during project construction. The District Project Coordinator will make intermittent trips to the construction site to ensure that the construction contractor is following established construction procedures and that applicable federal and state requirements are being enforced. The District Project Coordinator will advise the LPA Responsible Charge of any discrepancies noted. Failure to comply with such directives will result in the withholding of Federal funds by DOTD until corrective measures are taken by the Entity.

Except where a deviation has been mutually agreed to in writing by both DOTD and the Entity, the following specific requirements shall apply:

1. When it is stipulated in the latest edition of the Louisiana Standard Specifications for Roads and Bridges that approval by the Project Engineer or DOTD is required for equipment and/or construction procedures, such approval must be obtained through the DOTD Construction Section. All DOTD policies and procedures for obtaining such approval shall be followed.
2. All construction inspection personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD construction personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD. Construction inspection personnel shall be responsible for ensuring conformity with the plans and specifications.
3. All construction procedures must be in accordance with DOTD guidelines and policies established by the latest editions of the Construction Contract Administration Manual, the Engineering Directives and Standard Manual (EDSM), and any applicable memoranda. DOTD shall make these documents available to the Entity for use by project personnel.
4. Construction documentation shall be performed in Site Manager by the Entity or the Entity's consultant. All documentation of pay quantities must conform to the requirements of DOTD as outlined in the Construction Contract Administration Manual, latest edition. DOTD shall make these documents available to the Entity for use by project personnel.
5. Quality assurance personnel must follow appropriate quality assurance manuals for all materials to be tested and ensure that proper sampling and testing methods are used. Sampling shall be done in accordance with DOTD's Sampling Manual or as directed by DOTD through Site Manager Materials.

6. If the Entity is obligated to perform testing, as per the Responsibility Table, the Entity will be responsible for all costs associated with the material testing, and any utilized laboratory must be accredited and approved by DOTD. Approved accreditation companies are listed on the Materials Lab website. DOTD may, in its sole discretion, if appropriate and if requested by the Entity, perform testing at its Material Testing lab.

7. All laboratory personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD laboratory personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD.

8. The Entity or the Entity's consultant shall prepare and submit the final records to DOTD within a maximum of 30 days from the date of recordation of the acceptance of the project for projects under \$2 million and 60 days for projects over \$2 million.

The Consultant and/or the Entity shall be required to comply with all parts of this section while performing duties as Project Engineer.

ARTICLE XIV: SUBCONTRACTING

Any subcontracting performed under this Project with state or federal funds either by consulting engineers engaged by the Entity or the construction contractor must have the prior written consent of DOTD. In the event that the consultant or the contractor elects to sublet any of the services required under this contract, it must take affirmative steps to utilize Disadvantaged Business Enterprises (DBE) as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

- (a) Including qualified DBE on solicitation lists.
- (b) Assuring that DBE are solicited whenever they are potential sources.
- (c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum DBE participation.
- (d) Where the requirement permits, establishing delivery schedules which will encourage participation by DBE.
- (e) Using the services and assistance of the Office of Disadvantaged Business Enterprise of the Department of Commerce and the Community Services Administration as required.

Also, the Contractor is encouraged to procure goods and services from labor surplus areas.

ARTICLE XV: DBE REQUIREMENTS

It is the policy of DOTD that it shall not discriminate on the basis of race, color, national origin, or gender in the award of any United States Department of Transportation (US DOT) financially assisted contracts or in the administration of its DBE program or the requirements of 49 CFR Part 26. Entity agrees to ensure that DBEs, as defined in 49 CFR 26, have a reasonable opportunity to participate in the performance of work under this agreement, and in any contracts related to this agreement. In this regard, Entity shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that DBEs have a reasonable opportunity to compete for and perform services relating to this agreement. Furthermore, Entity shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. Entity shall carry out applicable requirements of 49 CFR part 26 in the performance and administration of this agreement and any related contracts.

The Entity or its consultant agrees to ensure that the "Required Contract Provisions for DBE Participation in Federal Aid Construction Contracts" are adhered to for the duration of this Project. These contract provisions shall apply to any project with a DBE Goal and must be included in the requirements of any contract or subcontract. Failure to carry out the requirements set forth shall constitute a breach of this agreement and, after notification by DOTD, may result in DOTD withholding funds, termination of this agreement by DOTD, or other such remedy as DOTD deems appropriate.

If a DBE is subcontracted to perform services in connection with this agreement, Entity shall provide to DOTD a copy of the contracts between Entity, the prime contractor/consultant, and the DBE. Further, Entity will ensure that any contracts between its contractors/consultants and any DBE will require that the prime contractor/consultant pay the DBE in full for services satisfactorily performed, and such payment shall be made within thirty (30) calendar days of receipt of payment for those services by the prime contractor/consultant.

Regardless of whether or not a DBE goal has been assigned to this agreement, Entity, its employees, and its agents shall comply with all requirements of 2 CFR 200.321 regarding minority- and women-owned business enterprises.

Failure to carry out the above requirements shall constitute a breach of this agreement. After proper notification by DOTD, immediate remedial action shall be taken by Entity as deemed appropriate by DOTD or the agreement may be terminated. The option shall rest with DOTD.

The above requirements shall be included in all contracts and/or subcontracts entered into

by the Entity or its contractor/consultant.

ARTICLE XVI: DIRECT AND INDIRECT COSTS

Any DOTD direct or indirect costs associated with this Project may be charged to this Project.

If the Entity is indicated in the Responsibility Table as being responsible for a Stage/Phase, the Entity may be eligible for reimbursement of direct and/or indirect costs incurred related to administration of the contract for such Stage/Phase. Per 2 CFR 200, an Entity must establish and maintain effective internal controls over Federal award to provide reasonable assurance that awards are being managed in compliance with federal laws and regulations. The Entity must verify this to DOTD by completing all necessary steps in order to obtain a sub-recipient risk assessment from DOTD. The Entity's failure to comply with these requirements may result in Agreement termination.

As per 2 CFR 200 the Entity may receive indirect costs if it has a financial tracking system that can track direct costs incurred by the project. An Entity that has never received a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs as per 2CFR 200.68 Modified Total Direct Cost (MTDC). If chosen, this methodology once elected must be used consistently for all Federal awards until such time as the Entity chooses to negotiate for a rate, which the Entity may apply to do at any time.

Allowable direct and indirect costs: Determination of allowable direct and indirect costs will be made in accordance with the applicable Federal cost principles, e.g. 2 C.F.R. Part 200 Subpart E.

Disallowed direct and indirect costs: Those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this Agreement.

ARTICLE XVII: RECORD RETENTION

The Entity and all others employed by it in connection with this Project shall maintain all books, documents, papers, accounting records, and other evidence pertaining to this Project, including all records pertaining to costs incurred relative to the contracts initiated due to their participation Stage/Phases for this Project, and shall keep such material available at its offices at all reasonable times during the contract period and for five years from the date of final payment under the Project, for inspection by DOTD and/or Legislative Auditor, FHWA, or any authorized representative of the Federal Government under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested. If documents are not produced, the Entity will be required to refund the Federal Funds.

For all Stage/Phases for which the Entity is designated as being responsible, as per the Responsibility Table, the final invoice and audit shall be delivered to DOTD.

Record retention may extend beyond 5-years if any of the following apply:

- (a) If any litigation, claim, or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the Entity is notified in writing by FHWA, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through Entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

ARTICLE XVIII: CANCELLATION

The terms of this Agreement shall be binding upon the parties hereto until the work has been completed and accepted and all payments required to be made have been made; however, this Agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the Entity should it desire to cancel the Project prior to the receipt of bids, provided any Federal/State costs that have been incurred for the development of the Project shall be repaid by the Entity.
3. By DOTD due to the withdrawal, reduction, or unavailability of State or Federal funding for the Project.
4. By DOTD due to failure by the Entity to progress the Project forward or follow the specific program guidelines (link found on the LPA website). The Program Manager will provide the Entity with written notice specifying such failure. If within 60 days after receipt of such notice, the Entity has not either corrected such failure, or, in the event it cannot be corrected within 60 days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then DOTD shall terminate the Agreement on the date specified in such notice. Any Federal/State costs that have been incurred for the development of the Project shall be repaid by the Entity to DOTD. The Entity may be deemed ineligible for other LPA projects for a minimum of 12 months or until any repayment is rendered.

5. If the project has not progressed to construction within the time periods provided under applicable federal law, then the Project will be cancelled and all expended Federal funds must be refunded to DOTD.
6. Failure to comply with the requirements of state or federal law, including 2 C.F.R. 200 and Title 23 of the U.S. Code.

ARTICLE XIX: COMPLIANCE WITH CIVIL RIGHTS

The parties agree to abide by the requirements of the following as applicable: Titles VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended, and Title II of the Genetic Information Nondiscrimination Act of 2008.

The parties agree not to discriminate in employment practices, and shall render services under the contract without regard to race, color, age, religion, sex, national origin, veteran status, genetic information, political affiliation, disability, or age in any matter relating to employment.

Any act of discrimination committed by the Entity, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE XX: INDEMNIFICATION

The Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Entity, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, the Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of the installation and the use of these items. Such indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

ARTICLE XXI: CONSTRUCTION, FINAL INSPECTION AND MAINTENANCE

Construction– DOTD

In the event that DOTD is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

If **DOTD** is the roadway owner of any control section of the Project, as per the Responsibility Table, then upon the Final Acceptance of the Project by DOTD and delivery of the Final Acceptance to the Entity, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by DOTD in the appropriate parish. Before making the final inspection, DOTD shall notify the Entity so that they may have representatives present for such inspection.

If the **Entity** is the roadway owner of any control sections of the Project, as per the Responsibility Table, then upon the Final Acceptance of the Project, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be provided to DOTD and recorded by DOTD in the appropriate parish. Before making the final inspection, DOTD shall notify Entity so that they may have representatives present for such inspection.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, whether such improvements are located within right-of-way owned by DOTD or the Entity, upon the Final Acceptance of the Project, the Entity shall assume the ownership, maintenance and operations of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

Construction– Entity

In the event that the Entity is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

If **DOTD** is the roadway owner of any control section of the Project, as per the Responsibility Table, then before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final

Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor and record it with the Clerk of Court in the appropriate parish. The receipt of filing from the courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by the Entity in the appropriate parish. Before making the final inspection, the Entity shall notify DOTD so that they may have representatives present for such inspection.

If the Entity is the roadway owner of any control sections of the Project, as per the Responsibility Table, before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor and record it with the Clerk of Court in the appropriate parish. The receipt of filing from the courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to DOTD and FHWA.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, then upon the Final Acceptance of the Project and delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership, maintenance and operations of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

ARTICLE XXII: COMPLIANCE WITH LAWS

The parties shall comply with all applicable federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Government Ethics (LSA-R.S. 42:1101, *et seq.*), in carrying out the provisions of this Agreement.

ARTICLE XXIII: VENUE

The exclusive venue for any suit arising out of this Agreement shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana.

IN WITNESS THEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

CITY OF WEST MONROE

BY: _____

Typed or Printed Name

Title

72-001497
Taxpayer Identification Number

TKPGRPA6GCE9
Unique Entity ID Number

20.205
Assistance Listing Number (ALN)

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT**

BY: _____
Secretary

RECOMMENDED FOR APPROVAL:

BY: _____



Project Management Section
Box 94245 | Baton Rouge, LA 70804-9245
ph: 225-379-1585 | fx: 225-379-1501

Item 14)

John Bel Edwards, Governor
Shawn D. Wilson, Ph.D., Secretary

Christen Heath
City of West Monroe
2305 North 7th Street
West Monroe, LA 71291

RE: Federal Funding Commitment Letter
S. P. No. H.015216
Highland School Area Sidewalks
Ouachita Parish

The Commitment letter is to be approved by the Entity's budget authority. The original construction amounts are set by the project application. **As shown in the chart below, the Entity is responsible for all costs above the amounts shown in the document.** If funding amounts change, the revised document will be sent to the Entity's Person in Responsible Charge for processing by the DOTD Project Manager.

| Phase | Local Match Percentage | Federal Percentage | Total |
|---|------------------------|--------------------|---------------------|
| Conceptual Plans and Environmental Decision | 100% | 0% | 100% |
| Preconstruction Engineering | 100% | 0% | 100% |
| Right-of-Way Acquisition and Relocation | 100% | 0% | 100% |
| Utility Relocation | 100% | 0% | 100% |
| Construction Engineering & Inspection | 100% | 0% | 100% |
| Construction (Original Limit) | 20% - \$65,404.00 | 80% - \$261,616.00 | 100% - \$327,020.00 |
| Construction (DOTD Approved Increase past Original Limit) | 20% | 80% | 100% |
| Non-eligible/excess costs | 100% | 0% | 100% |
| Total | \$65,404.00 | \$261,616.00 | \$327,020.00 |

Responsible Person In Charge Approval

Date

Printed Name of Responsible Person


DOTD TAP Program Manager
Cc: Consultant Contract Services


Date

CHANGE ORDERNo. 7Dated: August 31, 2023OWNER'S Contract No.: 000145 ENGINEER'S Project No.: 215203Project: **OTIS STREET REHABILITATION**CONTRACTOR: **AMETHYST CONSTRUCTION, INC.**Contract For: Sidewalks & Roadway Contract Date: December 20, 2021To: **AMETHYST CONSTRUCTION, INC.**
Contractor

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

City of West Monroe

Owner

By: Staci Albritton Mitchell - Mayor
Dated: September 5, 2023

Nature of Changes:

1. Add handicap ramps to the new roadway going into the Highland Park Subdivision. This roadway was constructed prior to this project.
2. Add concrete tie-in to N. 7th Street. Project plans called for asphalt tie-in.
3. Add additional traffic control for extension of contract.

Enclosures: Change Order #7 Detail

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

Contract Price Prior to This Change Order: \$ 1,591,772.61Net (Increase) Resulting from this Change Order: \$ 32,318.23Current Contract Price Including this Change Order: \$ 1,624,090.84

| | | |
|--|------------|------|
| Contract Time Prior to This Change Order: | <u>114</u> | Days |
| Net (Add) Resulting from This Change Order: | <u>30</u> | Days |
| Current Contract Time Including This Change Order: | <u>144</u> | Days |

The Above Changes Are Recommended:

S. E. HUEY CO.

Project Engineer

By:

Brad Anzalone, P.E.

Date:

The above Changes Are Approved As Recommended:

City of West Monroe

Owner

By:

Staci Albritton Mitchell - Mayor

Date:

The above Changes Are Accepted:

Amethyst Construction, Inc.

Contractor

By:

Date:

SMGR0005

| | | | |
|--|----------------------------|-----------------|------------|
| Louisiana Department of Transportation and Development Change Order Report | | NO. | 007 |
| | | Date: | 08/17/2023 |
| S.P. NO. | H.013518.6 | F.A.P. NO. | H013518 |
| Name: | OTIS STREET REHABILITATION | Primary Parish: | Ouachita |
| | | Category 2 / 3F | |
| This change order requires an LADOTD authorizer | | | |
| This change order requires an LADOTD Area Engineer authorizer | | | |

PURPOSE: The purpose of this change order is add four new items not included in original contract.

SCOPE: SPN H.013518.6 Otis Street Rehabilitation in Ouachita Parish. The scope of the project is to resurface 0.612 miles of Otis Street in West Monroe. The project includes milling asphaltic concrete, asphalt pavement patching, concrete sidewalks, asphaltic concrete overlay, and related work.

EXPLANATION: A new roadway has recently been constructed which ties into Otis Street at approximate Sta. 3+55. New handicap ramps are required in the newly installed sidewalk on each side of this new roadway.

The original plans did not account for exactly how the tie-in of Otis Street would be accomplished at N. 7th. The existing concrete apron at N. 7th will remain in place and will be widened at the turnlane location. At the point of tie-in between to concrete and new asphalt, a concrete "bolster block" will be placed so the there will be a smooth transition between the concrete turnout and the new asphalt.

Additionally, this change order adds additional cost for sign rental for the time that this contract has been extended.

ATTACHMENTS:

CWS

Handicap Ramp Detail

N. 7th Tie-In Detail

Statewide Averages

COST: Increase of \$32,318.23. The pricing for the new items were provided by the contractor and were based upon negotiated prices which are comparable to the weighted statewide averages for these items.

SPECIFICATIONS: This Change Order does not alter any Specifications.

TIME: There will be thirty additional days added as a result of this Change Order.

FUNDING: Approved by City Council. The project manager, as listed in the contract proposal, has been made aware of the item additions within this change order and the anticipated cost.

Project Number H.013518.6

706-04-00110 Line Item 0909 = 706-04-00110 Curb Ramps

Funding Category 0001:

Create item for 61 SQYD or 100%.

JUSTIFICATION: A new concrete roadway was constructed which enters Otis Street at approximate Sta. 3+55 prior to start of construction of this project. Handicap ramps are needed in the new sidewalk at the location which it crosses this new roadway.

CI-000-10GEN Line Item 0910 = CI-000-10GEN General Additional Signs & Barricades

Funding Category 0001:

Create item for 4 EACH or 100%.

JUSTIFICATION: This item is necessary for reimbursement of sign rental for the time that the contract has been extended by change orders.

602-05-03120 Line Item 0911 = 602-05-03120 FDP of JCP (48.1 sqyds & over) (8" TH) Concrete Pavement Patching

Funding Category 0001:

Create item for 78.2 SQYD or 100%.

JUSTIFICATION: Concrete patching (bolster block & apron) needed to achieve a smooth transition between the existing concrete turnout and new asphalt.

202-02-32500 Line Item 0912 = 202-02-32500 Rem. of Portland Cement Conc. Pavement

Funding Category 0001:

Create item for 21.33 SQYD or 100%.

JUSTIFICATION: This item is for the potential removal of pavement needed to achieve a smooth transition from the existing concrete to new asphalt. The necessity of this item will be determined once the asphalt overlay of the existing apron is removed and the existing apron is evaluated.

Time Adjustment: 30 day(s) are required for this additional work. At the request of DOTD and the City, the contractor has been asked to do the work within this change order. The additional time required to do this work, per the contractor, is thirty (30) days. A review of the approved updated project schedule has been done by the project engineer and verified that this additional work will impact the contractor's project schedule by 30 days. It is requested to award 30 days back towards this contract due to this additional work.

The Project Engineer, verified by his approval of this change order, has confirmed and documented either in the project files or within this change order, that the pricing of items are priced per specification section 109.04, and any extension of contract time meets the requirements of specifications section 108.07. It is mutually agreed by the parties represented to perform and accept the above revisions in accordance with the original contract and applicable specification, and that this change order represents final adjustments for any and all compensation and time due to the Contractor for changes to the project's work referred to herein.

| Item No. | Item | Major Item | Price per Unit | Change | | Current Quantity | Revised Quantity | % Change |
|--|---|-------------------------------|----------------|----------|-------------|------------------|------------------|----------|
| Proj. / Line Item No. | | % of Cont. | | Quantity | Amount | | | |
| 706-04-00110 | Curb Ramps | No | \$73.94 | 61.000 | \$4,510.34 | 0.000 | 61.000 | New |
| H.013518.6 / 0909 | | 0.32% | SQYD | | | | | |
| CI-000-10GEN | General Additional Signs & Barricades | No | \$310.00 | 4.000 | \$1,240.00 | 0.000 | 4.000 | New |
| H.013518.6 / 0910 | | 0.09% | EACH | | | | | |
| 602-05-03120 | FDP of JCP (48.1 sqyds & over) (8" TH) Concrete Pavement Patching | No | \$331.56 | 78.200 | \$25,927.99 | 0.000 | 78.200 | New |
| H.013518.6 / 0911 | | 1.86% | SQYD | | | | | |
| 202-02-32500 | Rem. of Portland Cement Conc. Pavement | No | \$30.00 | 21.330 | \$639.90 | 0.000 | 21.330 | New |
| H.013518.6 / 0912 | | 0.05% | SQYD | | | | | |
| Additional Contract Days Requested 30 | | Change in Amount of Contract: | | | \$32,318.23 | | | |

Requested By:

Anzalone, Brad
Resident Engineer

Date: _____

Recommended By:

District Administrator

Date: _____

Accepted By:

CITY OF WEST MONROE
Contractor

Date: _____

DOTD Chief Const. Engineer

Date: _____

By: _____

Approved:

Chief Engineer

Date: _____

State Project No. H.013518.6
Plan Change #007
Draft

Item 15)

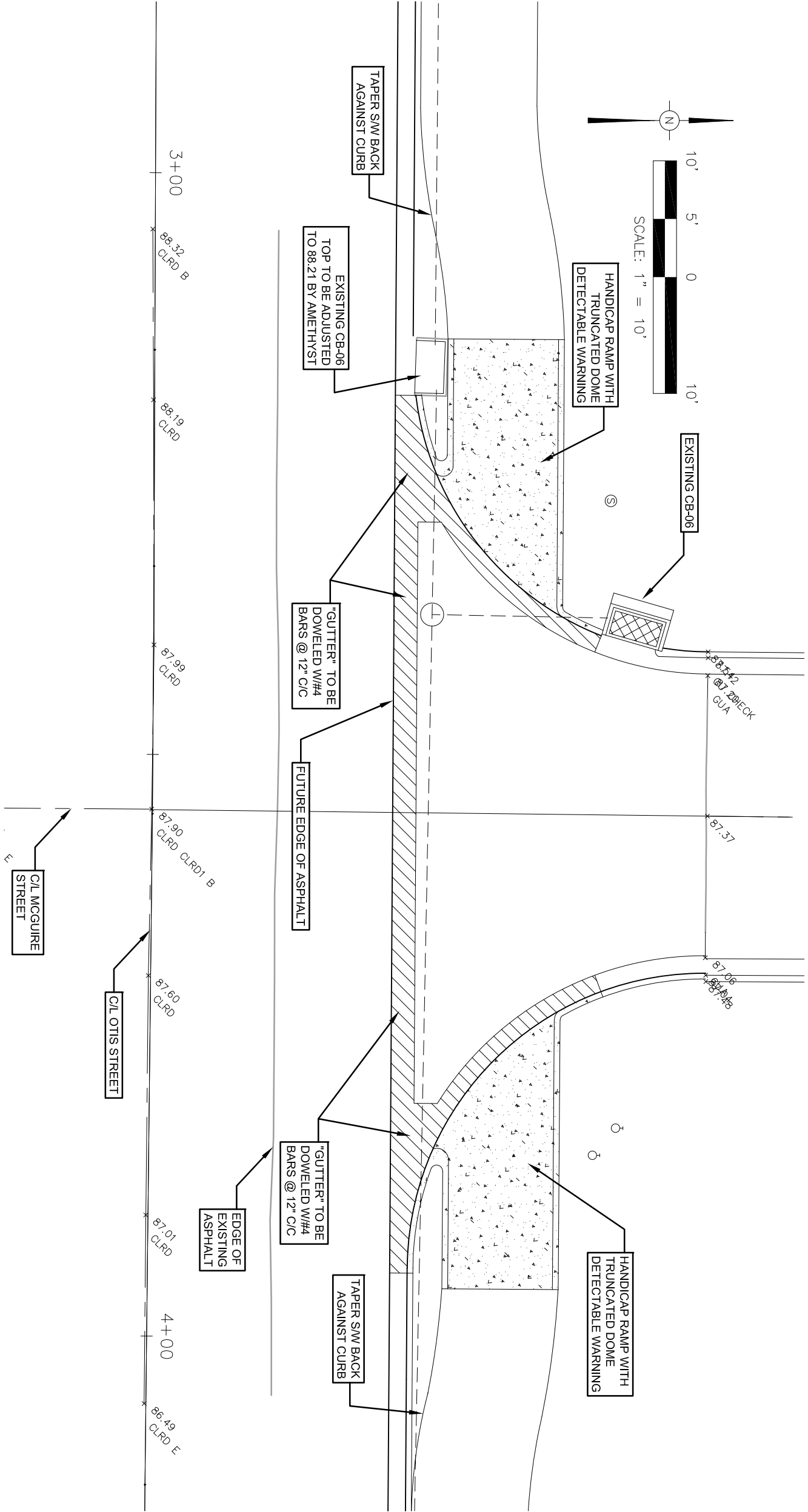
Original Contract Cost: \$1,393,777.92
Total Approved Change Order to date: \$197,994.70
% of Total Approved Cost: 14.206%

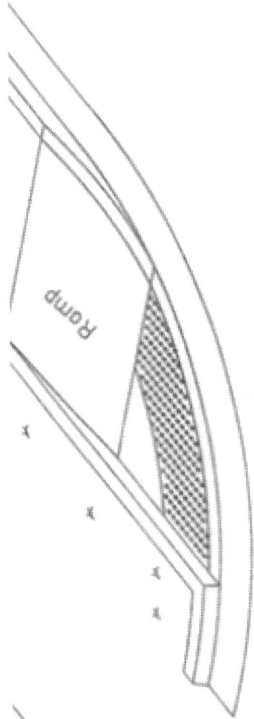
CHANGE ORDER CATEGORY WORKSHEET

State Project No. H.013518 Change Order No. 7

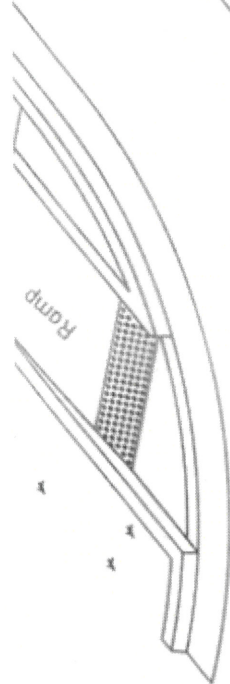
Revised July 22, 2015

| | | Category 3 | Category 2 | Category 1 |
|---|--|------------|------------|------------|
| Establishes any new funding sources and/or adds any non-participating item | | | | |
| Change in Amount of Contract | up to \$50,000 | | | |
| | up to \$250,000 | | | |
| | +/- 25% of original project cost or over \$250,000 | | | |
| Added Days | up to 30 | | | |
| | over 30 | | | |
| | excess adverse weather days per contract up to 50 | | | |
| | excess adverse weather days per contract over 50 | | | |
| Increasing a MAJOR ITEM more than 25% | | | | |
| Decreasing a MAJOR ITEM | up to 25% or \$50,000 (whichever is less) | | | |
| | over 25% or \$250,000 | | | |
| Decreasing a MINOR ITEM (any amount) | | | | |
| Changes in design / Written appr. by Design or Construction Division | | | | |
| Changes in Traffic Control Plan (change in sequence) | | | | |
| Change approved by Memo or Directive signed by Chief Engineer | | | | |
| Work outside limits of project | | | | |
| Change in structural design or geometrics | | | | |
| Change in typical section | | | | |
| Change in specifications | | | | |
| Change in method of measurement | | | | |
| Settlement of a claim or delay | | | | |
| Administrative Change Order per Contractual Documents | | | | |
| PAY ADJUSTMENTS | 50% Pay or Remove | | | |
| | Pay adjustments as per Specifications | | | |
| Consultant Inspected Projects | up to \$50,000 'see footnote below | | | |
| | Up to \$250,000 | | X | |
| | over \$250,000 | | | |
| Force Account | up to \$50,000 | | | |
| | up to \$250,000 | | | |
| | over \$250,000 | | | |
| Other Consultant Inspected LPA Project Up to \$250,000 | | | | |
| <p>¹ All Change Orders initiated by a Consultant Project Engineer shall be approved by DOTD District Area Engineer or their designee</p> | | | | |
| FHWA APPROVAL CHECKLIST | | | | |
| | | Category 3 | Category 2 | Category 1 |
| Projects of Division Interest / Projects of Corporate Interest (PoDI / PoCI) | | No | Yes | Yes |
| NHS Routes: Claim Settlement/Contract Termination | | Yes | | |
| Waiver of Buy America on any Projects | | | | |

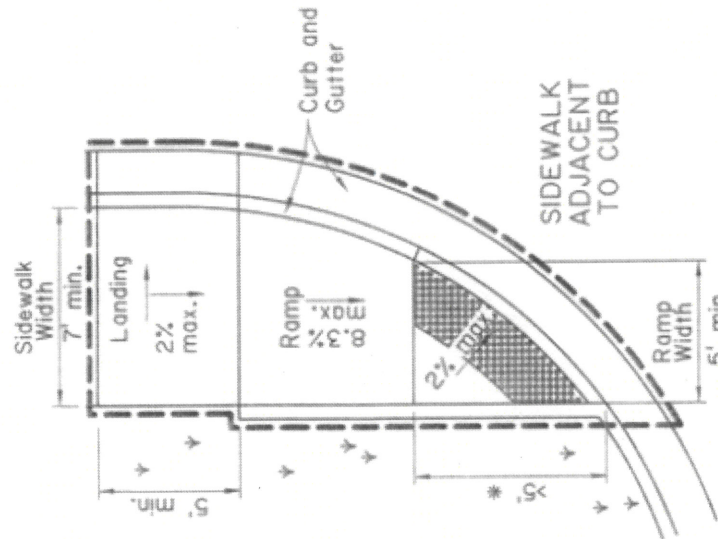




ISOMETRIC VIEW



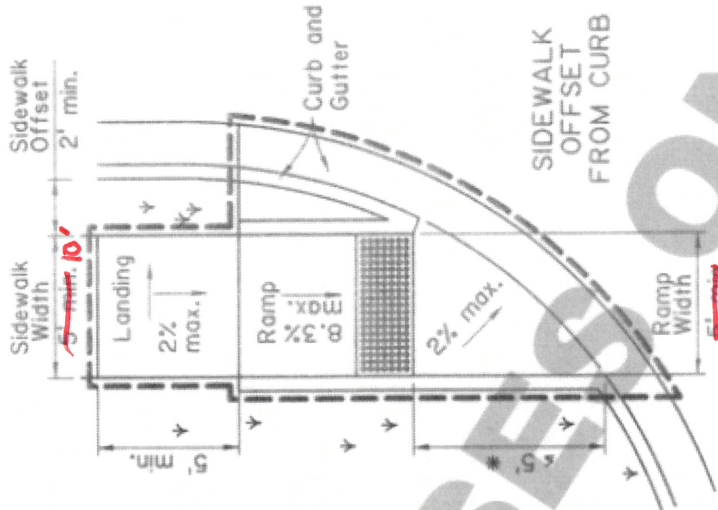
ISOMETRIC VIEW



PLAN VIEW

TYPE 8

THEORETICAL PAY AREA =
15.5 SQ. YDS.



PLAN VIEW

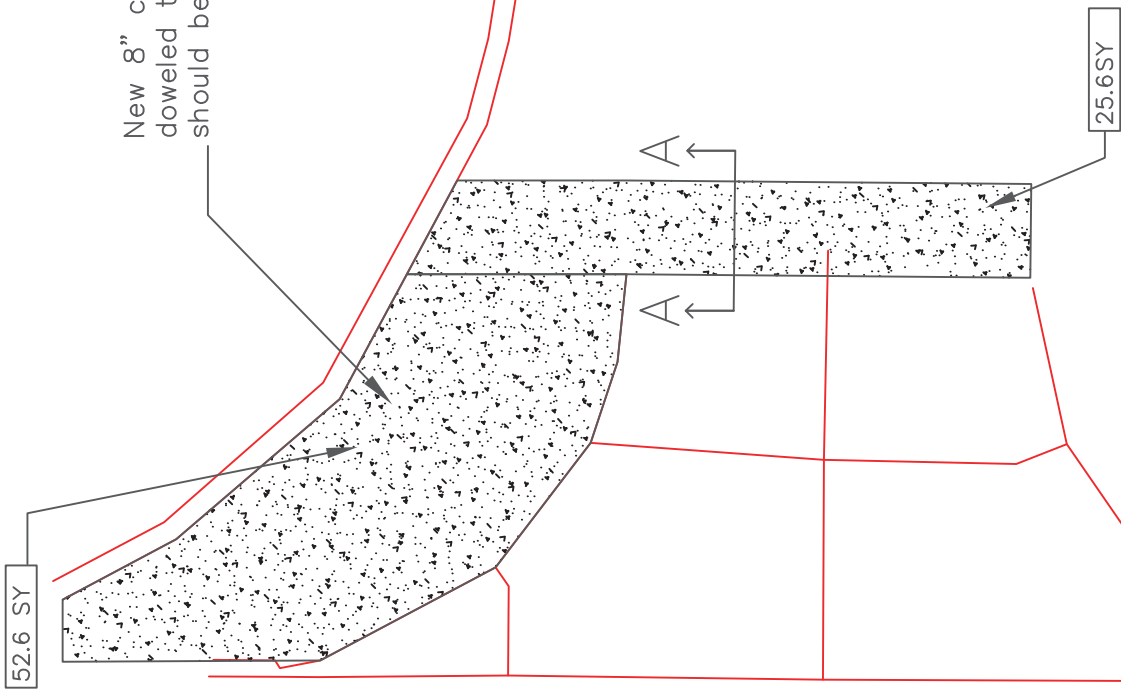
TYPE 7

THEORETICAL PAY AREA =
~~13.3~~ 30.5 SQ. YDS.

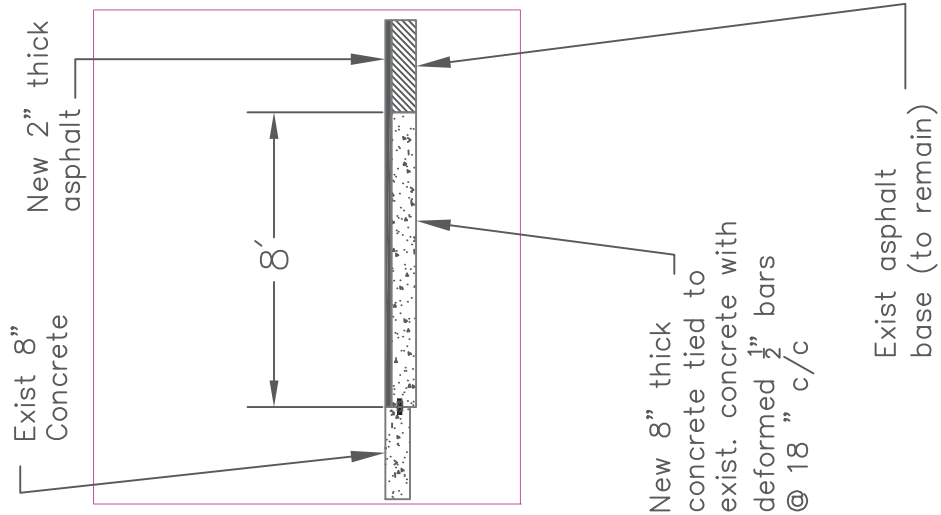
DIRECTIONAL CURB RAMP

- * Where the grade break is less than or equal to 5' from the back of curb, place detectable warning surface as shown in Type 7. Where grade break is greater than 5' from the back of the curb, place detectable warning surface as shown in Type 8.

New 8" concrete pavement to be
doweled to exist. concrete. Joints
should be radial to gutter.



Section "A - A"



Statewide Averages

| Item | Description | Unit | Quarter | QTR Num Bids | Qtr Quantity | Qtr Total | Qtr Min Bid | Qtr Max Bid | Qtr Average | L4 Qtr Num Bids | L4 Qtr Quantity | L4 Qtr Total | L4 Qtr Min Bid | L4 Qtr Max Bid | L4 Qtr Average |
|--------------|---|------|---------|-----------------|-----------------|--------------|----------------|----------------|----------------|--------------------|--------------------|-----------------|-------------------|-------------------|-------------------|
| 202-02-32500 | Removal of Portland Cement Concrete Pavement | SQYD | 2\2023 | 12 | 38734.2 | 935203.36 | 7 | 95 | 24.14 | 23 | 127424.7 | 2710984.66 | 7 | 95 | 21.28 |
| 602-05-03120 | oth Patching of Jointed Concrete Pavement (48.1 square yards and over) (8 | SQYD | 2\2023 | 4 | 2645.2 | 912495 | 180 | 475 | 344.96 | 6 | 15810.8 | 3960395 | 180 | 475 | 250.49 |
| 706-04-00110 | Curb Ramps | SQYD | 2\2023 | 53 | 9426.5 | 2554490.93 | 156.25 | 500 | 270.99 | 63 | 11012 | 2955832.93 | 150 | 500 | 268.42 |

Extended maintenance on Otis Street Rehab

Donny,

The Otis Street Rehab project was originally planned for 75 working days. The charge for each of these additional months of maintenance is \$310, and we will continue to charge \$310 per month for each month the signs and devices will be in place.

Please let me know if you have any questions or need more information.

Thank you,
Carla Maynard

--

Thanks,

Acacia Industries, LLC

318.470.1917 office

318.925.6709 fax

acacia.ind@gmail.com

CHANGE ORDERNo. 7Dated: 8/31/2023OWNER'S Contract No.: 000144 ENGINEER'S Project No.: 215202Project: **NATCHITOCHES ST REHAB: TRENTON - N 7TH****CONTRACTOR: DIAMOND B CONSTRUCTION CO., L.L.C.**Contract For: Sidewalks & Roadway Contract Date: December 20, 2021To: **DIAMOND B CONSTRUCTION CO., L.L.C.**
Contractor**You are directed to make the changes noted below in the subject Contract:****City of West Monroe**

Owner

By: Staci Albritton Mitchell - Mayor
Dated: September 5, 2023Nature of Changes: Add additional striping and delineators to facilitate bike lanes requested by the City.
Add metal plates to 10 handicap ramps to achieve ADA compliance and maintain drainage in the gutter.Enclosures: Change Order #7 Detail

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

Contract Price Prior to This Change Order: \$ 1,562,574.76Net (Increase) Resulting from this Change Order: \$ 50,312.60Current Contract Price Including this Change Order: \$ 1,612,887.36

| | | |
|--|------------|------|
| Contract Time Prior to This Change Order: | <u>214</u> | Days |
| Net (Add) Resulting from This Change Order: | <u>30</u> | Days |
| Current Contract Time Including This Change Order: | <u>244</u> | Days |

The Above Changes Are Recommended:

S. E. HUEY CO.

Project Engineer

By:

Brad Anzalone, P.E.

Date:

The above Changes Are Approved As Recommended:

City of West Monroe

Owner

By:

Staci Albritton Mitchell - Mayor

Date:

The above Changes Are Accepted:

Diamond B Construction Co., L.L.C.

Contractor

By:

Date:

SMGR0005

| | | | |
|--|--|-----------------|------------|
| Louisiana Department of Transportation and Development Change Order Report | | NO. | 007 |
| | | Date: | 08/17/2023 |
| S.P. NO. | H.013400.6 | F.A.P. NO. | H013400 |
| Name: | NATCHITOCHES ST REHAB: TRENTON - N 7TH | Primary Parish: | Ouachita |
| | | Category 2 / 3F | |
| This change order requires an LADOTD authorizer | | | |
| This change order requires an LADOTD Area Engineer authorizer | | | |

PURPOSE: The purpose of this change order is to add additional work required due to site conditions and at the request of the City.

SCOPE: SPN H.013400.6 Natchitoches St Rehab in Ouachita Parish. The scope of the project is to resurface 0.487 miles of Natchitoches Street in West Monroe. The project includes milling asphaltic concrete, asphalt pavement patching, concrete sidewalks, asphaltic concrete overlay, and related work.

EXPLANATION: This change order adds the installation of metal plates in the gutter of 10 handicap ramp locations. These plates are needed to achieve ADA compliance due to the elevations of the cross streets at these locations.

This change order also adds bicycle striping, delineators, and signs at the request of the City.

ATTACHMENTS:

CWS

Pictures of Problem Areas

Metal Plate Price Backup Documentation

Bike Path Striping Plan

Flex Guard Post Info Sheet

COST:

Increase of \$50,312.60. Documentation of price breakdown of the new items are included with this change order.

SPECIFICATIONS: This Change Order does not alter any Specifications.

TIME: There will be thirty (30) additional days added as a result of this Change Order.

FUNDING: City Council approved. The project manager, as listed in the contract proposal, has been made aware of the item additions within this change order and the anticipated cost.

Project Number H.013400.6

CI-000-10GEN Line Item 0809 = CI-000-10GEN General Metal Gutter Plate

Funding Category 0001:

Create item for 10 EACH or 100%.

JUSTIFICATION: The difference in elevation of the existing gutter and asphalt at several sidestreet locations prevents an ADA compliant ramp from being installed without blocking drainage in the gutter. By installing metal plates in the gutter, an ADA compliant slope can be achieved while still allowing for drainage.

732-04-02000 Line Item 0810 = 732-04-02000 Plas Pvemnt Leg & Sym (Bicycle)

Funding Category 0001:

Create item for 22 EACH or 100%.

JUSTIFICATION: Bicycle facilities were requested by the City to align with their master pedestrian and bicycle plan.

732-04-01020 Line Item 0811 = 732-04-01020 Plas Pvemnt Leg & Sym (Arrow - Straight)

Funding Category 0001:

Create item for 22 EACH or 100%.

JUSTIFICATION: Bicycle facilities were requested by the City to align with their master pedestrian and bicycle plan.

NS-744-00101 Line Item 0902 = NS-744-00101 Flexible Post Traffic Delineators

Funding Category 0001:

Create item for 7 EACH or 100%.

JUSTIFICATION: Bicycle facilities were requested by the City to align with their master pedestrian and bicycle plan.

729-01-00102 Line Item 0903 = 729-01-00102 Sign (Type A)(Furnish and Install)

Funding Category 0001:

Create item for 2 SQFT or 100%.

JUSTIFICATION: Bicycle facilities were requested by the City to align with their master pedestrian and bicycle plan.

Time Adjustment: 30 day(s) The contractor has been requested to do the work within this change order. The additional time required to do this work, per the contractor, is thirty (30) days.

A review of the approved project schedule has been done by the project engineer and verified that this additional work will impact the contractor's project schedule by 30 days.

The Project Engineer, verified by his approval of this change order, has confirmed and documented either in the project files or within this change order, that the pricing of items are priced per specification section 109.04, and any extension of contract time meets the requirements of specifications section 108.07. It is mutually agreed by the parties represented to perform and accept the above revisions in accordance with the original contract and applicable specification, and that this change order represents final adjustments for any and all compensation and time due to the Contractor for changes to the project's work referred to herein.

| Item No. | Item | Major Item | Price per Unit | Change | | Current Quantity | Revised Quantity | % Change |
|--|--|-------------------------------|----------------|----------|-------------|------------------|------------------|----------|
| Proj. / Line Item No. | | % of Cont. | | Quantity | Amount | | | |
| CI-000-10GEN | General Metal Gutter Plate | No | \$2908.26 | 10.000 | \$29,082.60 | 0.000 | 10.000 | New |
| H.013400.6 / 0809 | | 2.22% | EACH | | | | | |
| 732-04-02000 | Plas Pvemnt Leg & Sym (Bicycle) | No | \$467.50 | 22.000 | \$10,285.00 | 0.000 | 22.000 | New |
| H.013400.6 / 0810 | | 0.79% | EACH | | | | | |
| 732-04-01020 | Plas Pvemnt Leg & Sym (Arrow - Straight) | No | \$302.50 | 22.000 | \$6,655.00 | 0.000 | 22.000 | New |
| H.013400.6 / 0811 | | 0.51% | EACH | | | | | |
| NS-744-00101 | Flexible Post Traffic Delineators | No | \$385.00 | 7.000 | \$2,695.00 | 0.000 | 7.000 | New |
| H.013400.6 / 0902 | | 0.21% | EACH | | | | | |
| 729-01-00102 | Sign (Type A)(Furnish and Install) | No | \$797.50 | 2.000 | \$1,595.00 | 0.000 | 2.000 | New |
| H.013400.6 / 0903 | | 0.12% | SQFT | | | | | |
| Additional Contract Days Requested 30 | | Change in Amount of Contract: | | | | \$50,312.60 | | |

Requested By:

Recommended By:

Anzalone, Brad
 Resident Engineer

Date: _____

District Administrator

Date: _____

Accepted By:

CITY OF WEST MONROE
Contractor

Date: _____

DOTD Chief Const. Engineer

Date: _____

By: _____

Approved:

Chief Engineer

Date: _____

Item 16)

State Project No. H.013400.6**Plan Change #007****Draft****Original Contract Cost:** \$1,310,066.00**Total Approved Change Order to date:** \$252,508.76**% of Total Approved Cost:** 19.275%

CHANGE ORDER CATEGORY WORKSHEET

State Project No. H.013400 Change Order No. 7

Revised July 22, 2015

| | | Category 3 | Category 2 | Category 1 |
|---|--|------------|------------|------------|
| Establishes any new funding sources and/or adds any non-participating item | | | | |
| Change in Amount of Contract | up to \$50,000 | | | |
| | up to \$250,000 | | | |
| | +/- 25% of original project cost or over \$250,000 | | | |
| Added Days | up to 30 | | | |
| | over 30 | | | |
| | excess adverse weather days per contract up to 50 | | | |
| | excess adverse weather days per contract over 50 | | | |
| Increasing a MAJOR ITEM more than 25% | | | | |
| Decreasing a MAJOR ITEM | up to 25% or \$50,000 (whichever is less) | | | |
| | over 25% or \$250,000 | | | |
| Decreasing a MINOR ITEM (any amount) | | | | |
| Changes in design / Written appr. by Design or Construction Division | | | | |
| Changes in Traffic Control Plan (change in sequence) | | | | |
| Change approved by Memo or Directive signed by Chief Engineer | | | | |
| Work outside limits of project | | | | |
| Change in structural design or geometrics | | | | |
| Change in typical section | | | | |
| Change in specifications | | | | |
| Change in method of measurement | | | | |
| Settlement of a claim or delay | | | | |
| Administrative Change Order per Contractual Documents | | | | |
| PAY ADJUSTMENTS | 50% Pay or Remove | | | |
| | Pay adjustments as per Specifications | | | |
| Consultant Inspected Projects | up to \$50,000 'see footnote below | | | |
| | Up to \$250,000 | | X | |
| | over \$250,000 | | | |
| Force Account | up to \$50,000 | | | |
| | up to \$250,000 | | | |
| | over \$250,000 | | | |
| Other Consultant Inspected LPA Project Up to \$250,000 | | | | |
| <p>¹ All Change Orders initiated by a Consultant Project Engineer shall be approved by DOTD District Area Engineer or their designee</p> | | | | |
| FHWA APPROVAL CHECKLIST | | | | |
| | | Category 3 | Category 2 | Category 1 |
| Projects of Division Interest / Projects of Corporate Interest (PoDI / PoCI) | | No | Yes | Yes |
| NHS Routes: Claim Settlement/Contract Termination | | Yes | | |
| Waiver of Buy America on any Projects | | | | |



Diamond B

CONSTRUCTION CO., LLC

Item 16)

Extra Work Summary

Project: H013400 - Natchitoches St Rehab, Ouachita

Date: 7/21/2023

Steel Plates at ADA Ramps
per direction by SE Huey

| <u>Labor & Burden</u> | <u>Number</u> | <u>Shifts</u> | <u>Total Hours</u> | <u>Pay Rate</u> | <u>OT Factor</u> | <u>Burden</u> | <u>Total Dollars</u> |
|---------------------------------|---------------|---------------|--------------------|-----------------|------------------|---------------|----------------------|
| | - | - | - | \$ - | 16.67% | 45.80% | \$ - |
| | - | - | - | \$ - | 16.67% | 45.80% | \$ - |
| | - | - | - | \$ - | 16.67% | 45.80% | \$ - |
| | - | - | - | \$ - | 16.67% | 45.80% | \$ - |
| | - | - | - | \$ - | 16.67% | 45.80% | \$ - |
| Subtotal | | | | | | | \$ - |
| Allowable 15% | | | | | | | \$ - |
| Total Labor & Burden | | | | | | | \$ - |

| <u>Equipment</u> | <u>Number</u> | <u>Shifts</u> | <u>Total Hours</u> | <u>Rate</u> | <u>Total Dollars</u> |
|------------------------|---------------|---------------|--------------------|-------------|----------------------|
| | - | - | - | \$ - | \$ - |
| | - | - | - | \$ - | \$ - |
| | - | - | - | \$ - | \$ - |
| | - | - | - | \$ - | \$ - |
| | - | - | - | \$ - | \$ - |
| Subtotal | | | | | \$ - |
| Allowable 0% | | | | | \$ - |
| Total Equipment | | | | | \$ - |

| <u>Materials</u> | <u>Units</u> | <u>Unit Cost w/ Tax</u> | <u>Total Dollars</u> |
|------------------------|--------------|-------------------------|----------------------|
| | - | \$ - | \$ - |
| | - | \$ - | \$ - |
| | - | \$ - | \$ - |
| | - | \$ - | \$ - |
| | - | \$ - | \$ - |
| Subtotal | | | \$ - |
| Allowable 15% | | | \$ - |
| Total Materials | | | \$ - |

| <u>Subcontractors</u> | <u>Units</u> | <u>Unit Cost w/ Tax</u> | <u>Total Dollars</u> |
|---------------------------------------|--------------|-------------------------|----------------------|
| Progressive Construction Company, LLC | 10.00 | EA \$ 2,632.68 | \$ 26,326.80 |
| | - | \$ - | \$ - |
| | - | \$ - | \$ - |
| | - | \$ - | \$ - |
| | - | \$ - | \$ - |
| Subtotal | | | \$ 26,326.80 |
| Allowable 10 % | | | \$ 2,632.68 |
| Total Subcontractor | | | \$ 28,959.48 |

| | |
|----------------------|---------------------|
| Total Labor & Burden | \$ - |
| Total Equipment | \$ - |
| Total Materials | \$ - |
| Total Subcontractor | \$ 28,959.48 |
| SUBTOTAL | \$ 28,959.48 |
| P&P Bond - 0.425% | \$ 123.08 |
| TOTAL PRICE | \$ 29,082.56 |
| per EA | 10.00 |
| Unit Price | \$ 2,908.26 |

| | | | |
|--------------------------------|-----------|------------------|---------------------|
| Project Number | H.013400 | Project Name | Natchitoches Street |
| Item Number | | Item Name | |
| General Contractor | Diamond B | Subcontractor | Progressive Con. |
| Item: Steel Plates @ ADA Ramps | | Planned Quantity | |

Labor

| | Title | Number | Hours | Rate | Extended Cost |
|----|--|--------|-------|---------|-------------------|
| 1 | Foreman / Supervisor | 1 | 25 | \$35.00 | \$875.00 |
| 2 | Operator | 0 | 0 | \$25.00 | \$0.00 |
| 3 | Carpenter | 1 | 25 | \$20.00 | \$500.00 |
| 4 | Finisher | 0 | 0 | \$20.00 | \$0.00 |
| 5 | Laborer / Flaggers | 2 | 25 | \$16.00 | \$800.00 |
| 6 | Drivers | 0 | 0 | \$18.00 | \$0.00 |
| 7 | Other 2 | 0 | 0 | \$0.00 | \$0.00 |
| 8 | Other 3 | 0 | 0 | \$0.00 | \$0.00 |
| 9 | Other 4 | 0 | 0 | \$0.00 | \$0.00 |
| 10 | Labor Sub Total | | | | \$2,175.00 |
| 11 | Overtime 10% | | | | \$217.50 |
| 12 | Labor Hour Cost Total | | | | \$2,392.50 |
| 13 | Payroll Liabilities (workmen's comp., ins., etc) | | | 57.33% | \$1,371.62 |
| 14 | Labor Cost Total | | | | \$3,764.12 |
| 15 | Overhead & Profit -15% | | | | \$564.62 |
| 16 | Labor Total Cost | | | | \$4,328.74 |

Equipment

| | Description | Number | Hours | Rate | Extended Cost |
|----|-------------------------|--------|-------|---------|-----------------|
| 15 | Crew Truck | 1 | 25 | \$5.00 | \$125.00 |
| 16 | | 0 | 0 | \$0.00 | \$0.00 |
| 17 | | 0 | 0 | \$0.00 | \$0.00 |
| 18 | | 0 | 0 | \$0.00 | \$0.00 |
| 19 | | 0 | 0 | \$0.00 | \$0.00 |
| 20 | | 0 | 0 | \$0.00 | \$0.00 |
| 21 | | 0 | 0 | \$0.00 | \$0.00 |
| 22 | | 0 | 0 | \$0.00 | \$0.00 |
| 23 | | 0 | 0 | \$0.00 | \$0.00 |
| 24 | Small Tools | 1 | 25 | \$15.00 | \$375.00 |
| 25 | Equipment Cost Total | | | | \$500.00 |
| 26 | Overhead & Profit 15% | | | | \$75.00 |
| 27 | Labor Total Cost | | | | \$575.00 |

Materials

| | Description | Units | Quantity | Rate | Extended Cost |
|----|--------------------------|-------|----------|------------|---------------|
| 28 | Miscellaneous Lumber | | 1 | \$150.00 | \$150.00 |
| 29 | 12" x 7" Steel Plate | | 1 | \$1,375.00 | \$1,375.00 |
| 30 | 15" x 7" Steel Plate | | 7 | \$1,500.00 | \$10,500.00 |
| 31 | 18" x 7" Steel Plate | | 2 | \$1,875.00 | \$3,750.00 |
| 32 | 4000 PSI Concrete | CY | 2 | \$131.00 | \$262.00 |
| 33 | | | 0 | \$0.00 | \$0.00 |
| 34 | | | 0 | \$0.00 | \$0.00 |
| 35 | | | 0 | \$0.00 | \$0.00 |
| 36 | | | 0 | \$0.00 | \$0.00 |
| 37 | | | 0 | \$0.00 | \$0.00 |
| 38 | Materials Cost Total | | | | \$16,037.00 |
| 39 | Material Tax's | | | 9.60% | \$1,539.55 |
| 40 | Materials Cost Sub Total | | | | \$17,576.55 |

| | | |
|----|-----------------------------|--------------------|
| 41 | Overhead & Profit 15% | \$2,636.48 |
| 42 | Materials Total Cost | \$20,213.03 |

Subcontractor

| | Vendor/Description | Units | Quantity | Rate | Extended Cost |
|----|---------------------------------|-------|----------|----------|-------------------|
| 43 | Freight | | 1 | \$700.00 | \$700.00 |
| 44 | Shortload fee | | 2 | \$200.00 | \$400.00 |
| 45 | | | 0 | \$0.00 | \$0.00 |
| 46 | | | 0 | \$0.00 | \$0.00 |
| 47 | | | 0 | \$0.00 | \$0.00 |
| 48 | | | 0 | \$0.00 | \$0.00 |
| 49 | | | 0 | \$0.00 | \$0.00 |
| 50 | | | 0 | \$0.00 | \$0.00 |
| 51 | | | 0 | \$0.00 | \$0.00 |
| 52 | | | 0 | \$0.00 | \$0.00 |
| 53 | Subcontractor Cost Total | | | | \$1,100.00 |
| 54 | Overhead & Profit 10% | | | | \$110.00 |
| 55 | Subcontractor Total Cost | | | | \$1,210.00 |

Item Cost Summary

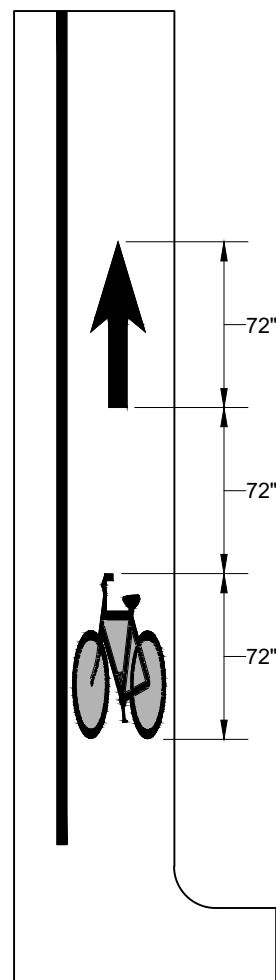
| | | Rate | Extended Cost |
|----|--------------------------|-------------------|---------------------|
| 56 | Labor Total Cost | XXXXXX | \$ 4,328.74 |
| 57 | Equipment Total Cost | XXXXXX | \$575.00 |
| 58 | Materials Total Cost | XXXXXX | \$ 20,213.03 |
| 59 | Subcontractor Total Cost | XXXXXX | \$ 1,210.00 |
| 60 | Sub Total Item Cost | XXXXXX | \$ 26,326.77 |
| 61 | Bond Cost % | 0.00% | \$0.00 |
| 62 | Insurance Cost % | 0.00% | \$0.00 |
| 63 | Adjustment | XXXXXX | \$0.00 |
| 64 | Total Item Cost | | \$ 26,326.77 |

| | (A) Quantity | (B) Unit | (C) Unit Price (line 64 divided by 65A) | (D) Extended Price (line 65C times 65A) |
|----|------------------------|-------------|---|--|
| 65 | Item Unit Price | 10 | EA | \$2,632.68 |
| | | | | \$26,326.77 |

Additional Days Requested _____ / _____ 3 Days

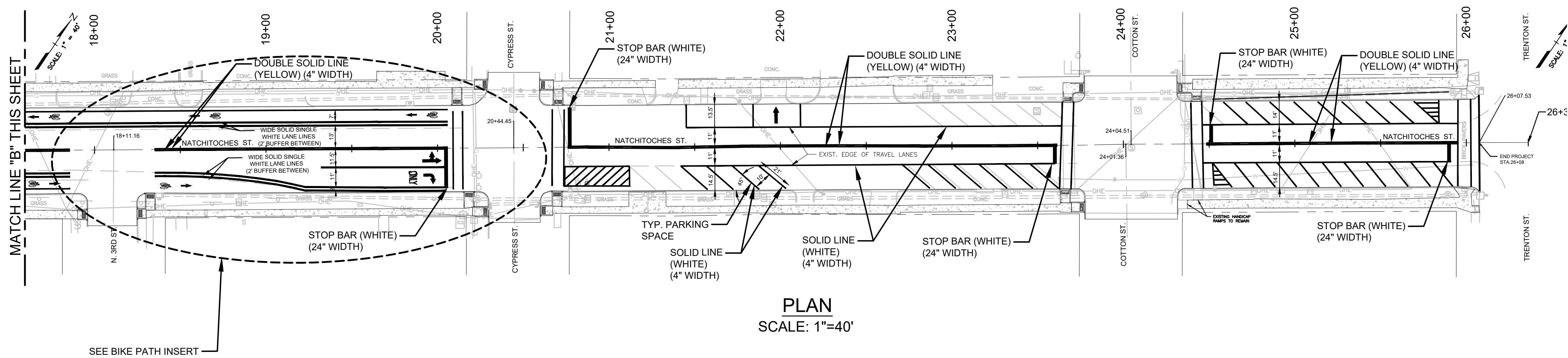
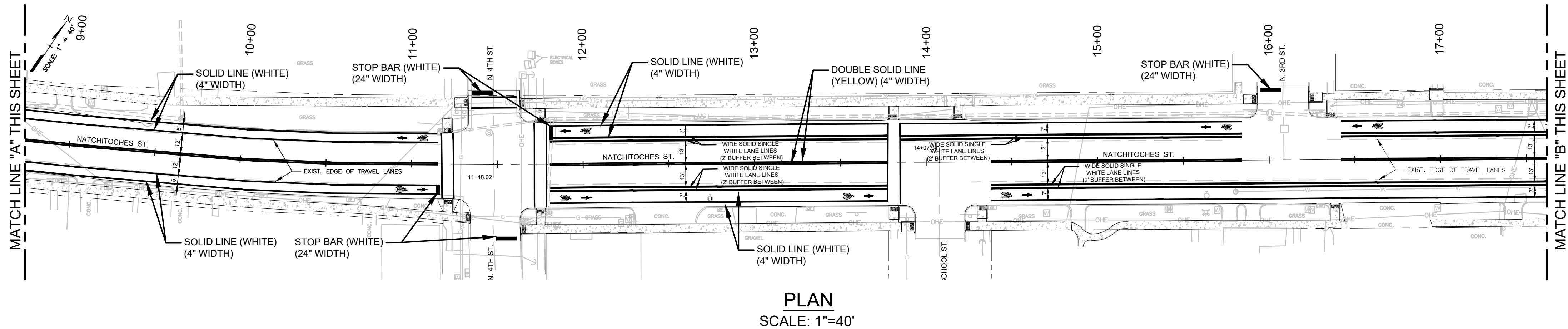
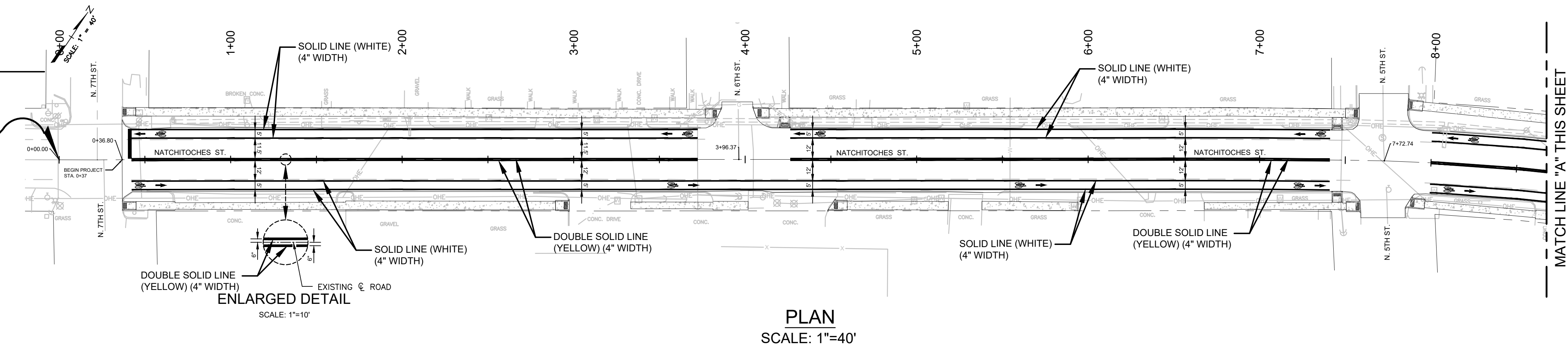
Additional Remarks:

STA. 0+00.00
BEGIN S.P. NO. H.007288
BEGIN F.A.P. NO. H007288

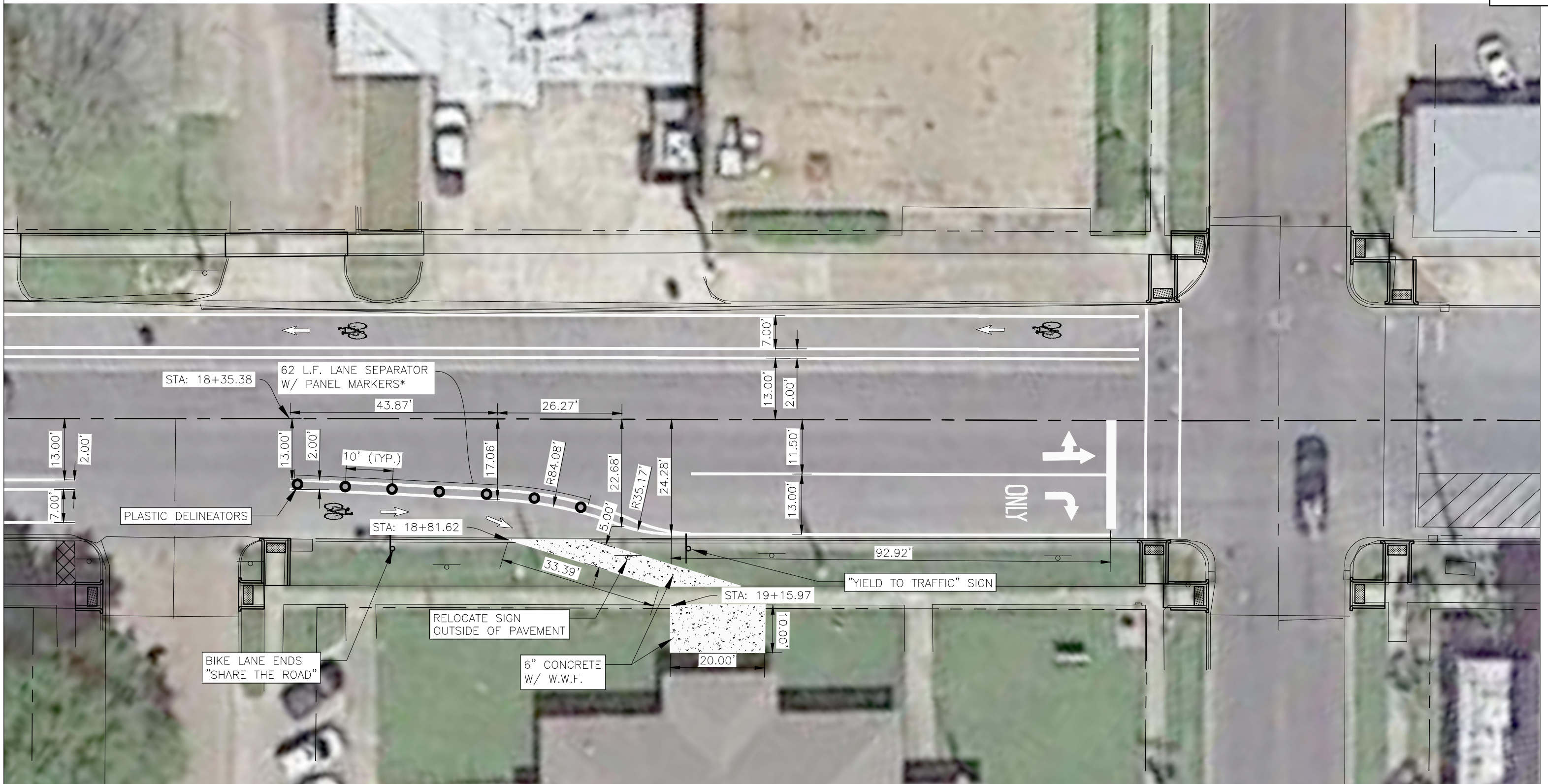


BIKE LANE
SYMBOL DETAIL
SCALE: NONE

NOTE: REFER TO STANDARD PLAN PM-01 FOR
FOR REFLECTORIZED PAVEMENT
MARKER REQUIREMENTS.



| | | |
|----------------------|----------|----------|
| SHEET NUMBER | 56 | Item 16) |
| PARISH | OUACHITA | |
| DRA | RLG | |
| DESIGNED | KDM | |
| CHECKED | DRA | |
| DATE | 01/19/22 | |
| SHEET | | |
| CONTROL SECTION | 000-37 | |
| STATE PROJECT | H.007288 | |
| REVISION DESCRIPTION | | |
| NO. | DATE | BY |
| .laseal BW.jpg | | |
| STRIPING SHEET | | |
| NATCHITOCHES STREET | | |
| | | |
| 105 | | |



NATCHITOCHES STREET REHAB
WEST MONROE, LA

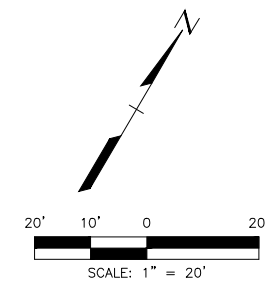
BIKE PATH PLAN VIEW



S. E. Huey Co.

Engineering • Architecture • Surveying

1111 N. 19th ST. MONROE, LA. 71201 PH. 318-325-1791



* QUICK KURB CONTINUOUS CURBING
SYSTEM WITH L104 MegaMarker
(WHITE), OR APPROVED EQUAL



Davidson Traffic Control Products

Products for Bicycle Safety

Flexible Posts for Bike Lanes & Cycle Tracks



Durable, High
Performance
Posts & Bollards

Using Bike-Friendly Posts to Improve Safety in Separated Bicycle Lanes & Cycle Tracks



The Need for Safer Bike Lanes is Growing Nationwide

Cities across the country are making more room for the cyclist population a priority. The motivation is fueled by the need to reduce congestion and improve overall safety for all who use our nation's roadways.

Separated bike lanes have been found to both reduce traffic-related injuries and increase ridership. State-of-the-Art designs are being implemented nationwide to create separated spaces for cyclists. Flexible posts (bollards) are an important tool in the cycle track tool box.

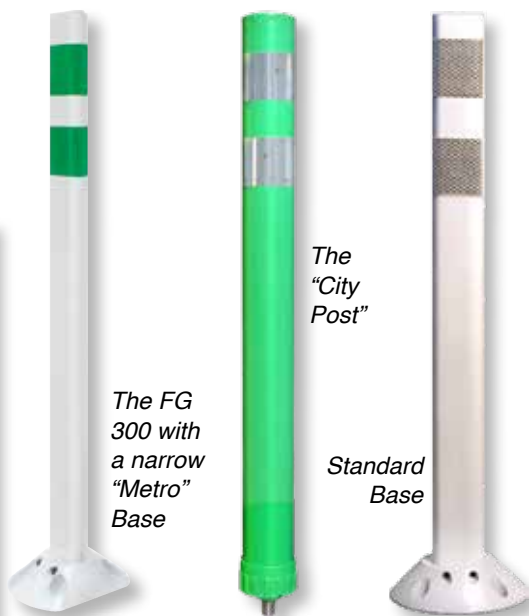


Pexco's Family of Posts and Bollards Offers High Performance, Durability and Improved Safety for Cyclists

For traffic engineers designing bike tracks, flexible posts are an invaluable tool to prevent cars from encroaching on bike lanes. They can also alert and slow down drivers and cyclists as they approach a hazardous intersection.

Pexco's polyurethane posts are both tough for long life and forgiving for cyclists. They are soft and pliable, yet have proven durability and long life resulting in reduced maintenance costs.

Pexco's FG 300 UR and EFX posts and "City Post" are offered with a variety of designs to improve bicycle friendliness.



The Benefits of Flexible Posts for Bike Lane Safety

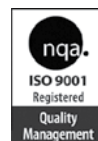
- Provides Clear Delineation and Physical Separation for Cyclists
- Low Maintenance
- Narrow Profile
- Highly Visible Day and Night
- Reduces Vehicle Entry
- Improves Cyclist and Pedestrian Safety
- Allows for Emergency Vehicle Access
- Available in White, Yellow, Black Orange and Green
- MUTCD Compliant



Click the CADdetails link on our website for technical drawings & specs or contact us at hwysales@pexco.com



Scan QR code to access Pexco's Traffic Safety Channel on YouTube



Pexco is a leading manufacturer of recycled traffic control products



Pexco LLC / Davidson Traffic Control Products

3110 70th Avenue East, Tacoma, WA 98424 • USA: 877-335-4638 • Intl: +1-253-284-8000

Email: hwysales@pexco.com • pexco.com/traffic



STATE OF LOUISIANA
CITY OF WEST MONROE

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

AN ORDINANCE TO AUTHORIZE ACCEPTANCE OF A LAND AND WATER CONSERVATION FUND GRANT FROM THE LOUISIANA OFFICE OF STATE PARKS FOR CERTAIN DESCRIBED RECREATIONAL IMPROVEMENTS AT KIROLI PARK, INCLUDING A COMMITMENT FOR LOCAL FUNDING OF UP TO 50% OF THE PROJECT COSTS; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the City of West Monroe, Louisiana is interested in acquiring lands and/or developing outdoor recreation facilities on the following described project for the enjoyment of the citizenry of the City of West Monroe, and the surrounding areas, and the State of Louisiana, with the project described as:

The Kiroli Park Improvements; Walking Trails and Racquet Sports Project is to develop local park facilities at City-owned Kiroli Park, specifically the rehabilitation of approximately 15,100 feet of paved walking trails and rehabilitation of existing tennis courts, as well as the construction of a new tennis courts/pickleball court with fencing and lighting. The trail system rehabilitation will include clearing the trails of debris, removal of the existing pavement, and construction of a new asphalt path with a crushed stone base. Any wiring covered in this project, or wiring done in the future on this site will be placed underground; and

WHEREAS, the application for a Land and Water Conservation Grant through the Louisiana Office of State Parks has now been awarded.

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, hereby agrees to accept the awarded grants, and here obligates the funds or services stipulated below to satisfactorily complete the project and satisfy the terms and provisions of the thus become eligible for Land and Water Conservation Fund financial aid grant of fifty percent (50%) of the actual allowable cost of this project, further here stating that sufficient funds are on hand as of this date to fund the project as follows:

| TOTAL ESTIMATED Cost | TOTAL ESTIMATED Federal | TOTAL ESTIMATED Sponsor's | SPONSOR'S COST BREAKDOWN (Total same as column 3) | |
|----------------------------|-------------------------------|---------------------------------|--|----------|
| \$1,535,722 | \$767,861 | \$767,861 | Cash | Services |
| | | | \$767,861 | \$0 |

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 the City of West Monroe, Louisiana, is hereby authorized to execute the required documents to accept the award of the grant and to thereafter comply with its terms, all as is more fully set forth in the Notice of Award and related documents attached as Exhibit A, as well as to execute any and all further documents and to take any and all further appropriate actions to complete the acceptances, and thereafter to pursue the project through completion.

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 5th day of September, 2023, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 5TH DAY OF
SEPTEMBER, 2023

CHRISTEN HEATH, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

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

EXHIBIT

A

Item 19)

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)

54 U.S.C. § 200305 Land and Water Conservation Fund, Assistance to States

1. DATE ISSUED MM/DD/YYYY 09/01/2023

1a. SUPERSEDES AWARD NOTICE dated
except that any additions or restrictions previously imposed
remain in effect unless specifically rescinded

2. CFDA NO.

15.916 - Outdoor Recreation Acquisition, Development and Planning

3. ASSISTANCE TYPE Project Grant

4. GRANT NO. P23AP01678-00

Originating MCA #

5. TYPE OF AWARD

Other

4a. FAIN P23AP01678

5a. ACTION TYPE New

6. PROJECT PERIOD MM/DD/YYYY

From 10/01/2023

Through

MM/DD/YYYY

09/30/2026

7. BUDGET PERIOD MM/DD/YYYY

From 10/01/2023

Through

MM/DD/YYYY

09/30/2026

8. TITLE OF PROJECT (OR PROGRAM)

22-00980-Kiroli Park Improvements

9a. GRANTEE NAME AND ADDRESS

LOUISIANA STATE PARKS & RECREATION COMMI
1051 N 3rd St Ste 300
BATON ROUGE, LA, 70802-5239

9b. GRANTEE PROJECT DIRECTOR

Mr. MITCHELL ALESHIRE
1051 North 3rd Street
Baton Rouge, LA, 70804-4426
Phone: 2253428102

10a. GRANTEE AUTHORIZING OFFICIAL

Mr. MITCHELL ALESHIRE
1051 North Third Street
Baton Rouge, LA, 70804-4426
Phone: 2253428102

10b. FEDERAL PROJECT OFFICER

Mrs. Leah Berry
100 Alabama Street, SW
1924 Building
Atlanta, GA, 30303
Phone: 404-507-5812

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only

II Total project costs including grant funds and all other financial participation

| | | |
|--------------------------|----|--------------|
| a. Salaries and Wages | \$ | 0.00 |
| b. Fringe Benefits | \$ | 0.00 |
| c. Total Personnel Costs | \$ | 0.00 |
| d. Equipment | \$ | 0.00 |
| e. Supplies | \$ | 0.00 |
| f. Travel | \$ | 0.00 |
| g. Construction | \$ | 933,400.00 |
| h. Other | \$ | 606,922.00 |
| i. Contractual | \$ | 0.00 |
| j. TOTAL DIRECT COSTS | \$ | 1,540,322.00 |
| k. INDIRECT COSTS | \$ | 0.00 |
| l. TOTAL APPROVED BUDGET | \$ | 1,540,322.00 |

12. AWARD COMPUTATION

| | | |
|--|----|------------|
| a. Amount of Federal Financial Assistance (from item 11m) | \$ | 770,161.00 |
| b. Less Unobligated Balance From Prior Budget Periods | \$ | 0.00 |
| c. Less Cumulative Prior Award(s) This Budget Period | \$ | 0.00 |
| d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION | \$ | 770,161.00 |
| 13. Total Federal Funds Awarded to Date for Project Period | \$ | 770,161.00 |

14. RECOMMENDED FUTURE SUPPORT

(Subject to the availability of funds and satisfactory progress of the project):

| YEAR | TOTAL DIRECT COSTS | YEAR | TOTAL DIRECT COSTS |
|------|--------------------|------|--------------------|
| a. 2 | \$ | d. 5 | \$ |
| b. 3 | \$ | e. 6 | \$ |
| c. 4 | \$ | f. 7 | \$ |

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING

ALTERNATIVES:

- a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER (See REMARKS)

e

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

- a. The grant program legislation.
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached -

● Yes

○ No)

No Program Income

GRANTS MANAGEMENT OFFICIAL:

John Gauthier, Outdoor Recreation Planner
100 Alabama Street, SW 1924 Bldg.
Atlanta, GA, 30303
Phone: (404) 507-5688

| 17. VENDOR CODE | | | 0071314674 | | 18a. UEI S1V9LLHFK754 | | 18b. DUNS 941998460 | | 19. CONG. DIST. | | 06 | |
|-----------------|------------------|-----------------|------------|------------|-----------------------|-----------------------------|---------------------|--|-----------------|--|----|--|
| LINE# | FINANCIAL ACCT | AMT OF FIN ASST | START DATE | END DATE | TAS ACCT | PO LINE DESCRIPTION | | | | | | |
| 1 | 0051040746-00010 | \$770,161.00 | 10/01/2023 | 09/30/2026 | 5035 | 21GW REHAB/EXPAND AMENITIES | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2

DATE ISSUED

09/01/2023

GRANT NO. P23AP01678-00

| Federal Financial Report Cycle | | | |
|--------------------------------|---------------------------|----------------|---------------------------|
| Reporting Period Start Date | Reporting Period End Date | Reporting Type | Reporting Period Due Date |
| 10/01/2023 | 09/30/2024 | Annual | 12/29/2024 |
| 10/01/2024 | 09/30/2025 | Annual | 12/29/2025 |
| 10/01/2025 | 09/30/2026 | Final | 01/28/2027 |

| Performance Progress Report Cycle | | | |
|-----------------------------------|---------------------------|----------------|---------------------------|
| Reporting Period Start Date | Reporting Period End Date | Reporting Type | Reporting Period Due Date |
| 10/01/2023 | 09/30/2024 | Annual | 12/29/2024 |
| 10/01/2024 | 09/30/2025 | Annual | 12/29/2025 |
| 10/01/2025 | 09/30/2026 | Final | 01/28/2027 |

AWARD ATTACHMENTS

LOUISIANA STATE PARKS & RECREATION COMMI

P23AP01678-00

-
1. LWCF Grant Agreement
 2. General Provisions
 3. Final updated Budget Narrative

Grant Agreement
Between
THE UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
AND
LOUISIANA STATE PARKS RECREATION COMMI

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I. LEGAL AUTHORITY

National Park Service (NPS) enters into this Agreement pursuant to:

Land and Water Conservation Fund (LWCF) Act of 1965, as amended (P.L. 88-578; currently codified at 54 U.S.C. § 200301 et seq.)

II. PERFORMANCE GOALS AND PROJECT OBJECTIVES

- A. Performance Goals – LWCF financial assistance is provided to assure that a sufficient quality and/or quantity of outdoor recreation resources are available to serve the present and future outdoor recreation demands and needs of the general public. This project will improve public outdoor recreation opportunity for residents of Ouchita Parish by renovating Kiroli Park in the City of Monroe. Residents of Ouchita Parish will benefit from park improvements that will offer more opportunities for multi-generational family use by improving trails and resurfacing tennis courts and expanding by adding new courts.
- B. Project Objectives – trail rehabilitation, resurfacing on 6 tennis courts and construction of 2 courts for pickleball and tennis.

III. PUBLIC PURPOSE

The purposes of the LWCF Act are to assist in preserving, developing, and assuring accessibility to all citizens of the United States of present and future generations, and visitors who are lawfully present within the boundaries of the United States, such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable for individual active participation in such recreation; and to strengthen the health and vitality of U.S. citizens. These purposes are accomplished in part by providing funds for and authorizing Federal financial assistance to States (and through States to local units of government) to plan for, acquire, and develop needed land and water areas and facilities for outdoor recreation.

IV. STATEMENT OF WORK

The City of West Monroe (sub-recipient) will rehabilitate and expand existing amenities at Kiroli Park and requests LWCF financial assistance.

The proposed project includes trail rehabilitation that will clear tree limbs and related debris, remove existing asphalt paving on trails and resurface existing trails. Also included is the resurfacing of existing tennis courts and construction of courts to be used for pickleball and tennis, installation of fencing around courts and lighting adjacent to the existing tennis courts.

The construction preparation, state review, public bid and scheduling and logistics should be accomplished by the end of the first year of award. Construction shall be completed by the end of the second year with administrative and closeout to be accomplished by the close of the third year and end of performance period.

The Recipient and Subrecipient shall adhere to the approved statement of work as set forth here and in Attachment F of this agreement.

V. RESPONSIBILITIES OF THE PARTIES

A. The Recipient agrees to:

1. Administer the grant to the Subrecipient, who shall carry out the Statement of Work in accordance with the terms and conditions stated herein. The Recipient and Subrecipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.
2. The sub-recipient will improve outdoor amenities at Kiroli Park.
3. Ensure Subrecipient compliance with the requirements of 2 CFR 200. The Recipient must identify the selected subrecipient and provide the associated project and budget narratives to the NPS for review prior to making the subaward.
4. Ensure the Subrecipient selects qualified subcontractors and submits documentation to the NPS showing competitive selection or justification for single source procurement in accordance with 2 CFR 200.318 – 200.327.
5. Conduct inspections of the project site in accordance with the State's inspection agreement and Attachment A, Part III.B.
6. Verify the Subrecipient's actual project expenses and match contributions before submitting requests for reimbursement to the NPS.
7. Collect and submit annual and final performance and financial reports in accordance with Article IX.
8. Ensure documentation memorializing the LWCF assistance is recorded with the property deed(s) in accordance with Attachment A, Part II.F and that a sign has been installed at the park, by the time of grant closing.

- B. Substantial involvement is defined as significant NPS participation prior to and during the performance of a financial assistance agreement. For grants, substantial involvement is neither expected nor required. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance, technical assistance at the request of the recipient.

VI. COST-SHARE REQUIREMENT

At least **50%** non-Federal cost-share is required for costs incurred under this Agreement. If pre-award costs are authorized, reimbursement of these costs is limited to the Federal cost share percentage identified in this agreement.

VII. PRE-AWARD INCURRENCE OF COSTS

The Recipient is authorized for reimbursement of, or use as match, costs up to **\$2,300.00** incurred on or after **July 2022**. Pre-award costs must be allowable, allocable, and reasonable under the terms and conditions of this Agreement and in accordance with the approved project budget. These costs must be charged to the initial budget period of the award and in accordance with the approved cost-share ratio.

VIII. AWARD AND PAYMENT

- A. NPS will provide funding to the Recipient in an amount not to exceed **\$770,161.00** in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with, the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.
- B. Recipient shall request payment as applicable in accordance with the following:
 - 1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.
 - 2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
 - 3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
 - 4. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.

5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
 6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be “high risk” or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.
- C. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory, and funding is available.
- D. Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
- E. Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

IX. REPORTS AND/OR OUTPUTS/OUTCOMES

- A. Refer to the second page of the Notice of Award document for Federal Financial reporting frequency and due dates. Performance reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the Grant Solutions “Manage Reports” functionality.
- B. A final Performance Report and a final Federal Financial Report will be due 120 days after the end-date of the Term of Agreement. If the recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to the Federal Awardee Performance and Integrity Information System (FAPIIS). Each report shall be submitted as described above.

- C. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333.
- D. Refer to the LWCF Manual Chapter 7.G.3 for the documentation required to close out an LWCF grant. In addition, the SF-429 Cover Sheet and Attachment A is a required deliverable for acquisition and combination grants.

X. AWARD SPECIFIC TERMS AND CONDITIONS

The initial performance and federal financial reports shall specifically identify and report on activities performed and costs incurred during the pre-award period before award issuance as identified in Article VII.

*** Intentional Page Break to maintain formatting in Article XI. Standard Terms and Conditions ***

XI. STANDARD TERMS AND CONDITIONS**1. DEPARTMENT OF INTERIOR STANDARD TERMS AND CONDITIONS, 2 CFR 200, 2 CFR 1402**

Recipients must adhere the DOI terms and regulatory requirements located at:

- <https://www.doi.gov/grants/doi-standard-terms-and-conditions>
- eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- eCFR :: 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. APPROVED INDIRECT RATE

NOT APPLICABLE

3. RESERVED**4. KEY OFFICIALS**

- A. Communications - The recipient shall address any communication regarding this Agreement to the ATR/Program Officer with a copy to the Awarding/Grants Management Officer. Communications that relate solely to technical matters may be sent only to the ATR/Program Officer.
- B. Changes in Key Officials - Recipient may not make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by Agency Approval.

5. PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

6. PROPERTY UTILIZATION

NOT APPLICABLE

7. MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

- A. This Agreement may be modified at any time, prior to the expiration date, only by agreement executed by both parties. Modifications will be in writing and approved by the NPS Awarding Officer and the authorized representative of Recipient.

B. Additional conditions may be imposed by NPS if it is determined that the Recipient is noncompliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.

C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

8. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

A. General Reporting Requirement

- i. If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings You Must Report

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government.
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
 - a) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition; or
 - b) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more; or
 - c) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages in excess of \$100,000; or
 - d) Any other criminal, civil, or administrative proceeding if:
 1. It could have led to an outcome described in paragraph B.iii. (a), (b), or (c) of this award term and condition.
 2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this award term and condition:

- a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b) Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- c) Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

9. FUNDING USED FOR THE PURCHASE AND OPERATION OF UNMANNED AIRCRAFT SYSTEMS (UAS)

NOT APPLICABLE

10. PATENTS AND INVENTIONS (37 CFR 401)**NOT APPLICABLE****11. ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER E.O. 14005 (dated January 25, 2021)**

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

12. SECTION 508 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. §794 (d))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Quarterly Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View [Section 508 of the Rehabilitation Act, Standards and Guidelines](#) for detailed information.

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to [Section 508.gov, Create Accessible Digital Products](#). All accessible digital content must conform to the requirements and techniques of the [Web Content Accessibility Guidelines \(WCAG\) 2.0 or later, Level AA Success Criteria](#).

a. Electronic documents with images

Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text

sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables

When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms

When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

13. LOBBYING PROHIBITION

18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107–273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110–161) also apply.

14. ANTI-DEFICIENCY ACT

Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

15. ASSIGNMENT

No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

16. MEMBER OF CONGRESS

Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

17. AGENCY

The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

18. NON-EXCLUSIVE AGREEMENT

This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

19. PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

20. NO EMPLOYMENT RELATIONSHIP

This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

21. NO THIRD-PARTY RIGHTS

This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended, nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

22. PROGRAM INCOME

If the Recipient earns program income, as defined in 2 CFR §200.1, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting

additional cash payments (2 CFR§200.305 (5)). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

23. RIGHTS IN DATA

The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

24. CONFLICT OF INTEREST

(a) Applicability.

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict-of-interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of

an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.

(d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

(e) Review Procedures. The Financial Assistance Officer will examine each conflict-of-interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

25. BUILD AMERICA, BUY AMERICA

(a) Standard Buy America Preference Award Term

The following terms apply for financial assistance agreements for infrastructure that currently or are anticipated to exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00. This threshold applies for the duration of the award and obligations made for infrastructure projects when additional funds are obligated through modification or renewal.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance

program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States -this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and,
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#). Additional information can also be found at the White House Made in America Office website: [Made In America | OMB | The White House](#).

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. **Non-availability Waiver:** the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. **Unreasonable Cost Waiver:** the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. **Public Interest Waiver:** applying the domestic content procurement reference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: [Approved DOI General Applicability Waivers | U.S. Department of the Interior](#).

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the Financial Assistance Awarding Officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#) and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).

8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued. Approved waivers will be posted at [Approved DOI General Applicability Waivers | U.S. Department of the Interior](#); recipients requesting a waiver will be notified of their waiver request determination by an Financial Assistance Awarding Officer.

Questions pertaining to waivers should be directed to the Financial Assistance Awarding Officer.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

(b) Buy America Preference Alternate Small Award Term

The following terms apply for financial assistance agreements for infrastructure that do not currently and are not anticipated to exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

This award currently qualifies for the existing DOI general applicability small grant waiver as described at: www.doi.gov/grants/BuyAmerica/Generalapplicabilitywaivers on the basis that the total award amount does not exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00. While this waiver permits the use of non-domestic materials for DOI financial assistance awards that do not exceed the SAT, recipients shall still maximize the use of domestic materials to the maximum extent possible. In the event the total award amount is increased to an amount above the SAT, recipients under this award are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are

mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica/. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

In the event the total amount of this award increases to an amount that exceeds the SAT, recipients shall notify their financial assistance awarding officer of any non-domestic iron, steel, manufactured products, or construction materials already incorporated into the project as early as possible. Recipients may then apply for a DOI waiver, subject to review and approval by DOI and the Made in America Office, for non-compliant materials if it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials used are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

Instructions for requesting a waiver can be found on www.doi.gov/grants/buyamerica. Recipients requesting a waiver will be notified of their waiver request determination

by an awarding officer. Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Recipients shall consult [OMB Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure](#), for additional information, inclusive of definitions for Construction Materials, Domestic Content Procurement Preference, and Infrastructure.

The DOI Small Grant General Applicability waiver expires on February 20, 2028. For awards that extend beyond the expiration date of the waiver, recipients shall ensure all iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless an approved waiver is obtained.

26. GEOSPATIAL DATA

Geospatial Data Act of 2018, Pub. L. 115-254, Subtitle F – Geospatial Data, §§ 751-759C, codified at 43 U.S.C. §§ 2801–2811 - Federal recipient collection of geospatial data through the use of the Department of the Interior financial assistance funds requires a due diligence search at the [GeoPlatform.gov](#) list of datasets to discover whether the needed geospatial-related data, products, or services already exist. If the required data set already exists, the recipient must use it. If the required data is not already available, the recipient must produce the proposed geospatial data, products, or services in compliance with applicable proposed guidance and standards established by the Federal Geospatial Data Committee (FGDC) posted at [www.fgdc.gov](#).

Recipients must submit a digital copy of all GIS data produced or collected as part of the award funds to the bureau or office via email or data transfer. All GIS data files shall be in open format. All delineated GIS data (points, lines or polygons) should be established in compliance with the approved open data standards with complete feature level metadata.

27. SIGNATURES

Recipients are NOT required to sign the Notice of Financial Assistance Award letter or any other award document. As per DOI standard award terms and conditions, the recipient's acceptance of a financial assistance award is defined as the start of work, drawing down funds, or accepting the award via electronic means.

XII ATTACHMENTS

The following completed documents are attached to and made a part of this Agreement by reference:

Attachment A. LWCF General Provisions

Attachment B. LWCF Federal Financial Assistance Manual (v. 71, March 11, 2021)

Attachment C. SF-424 – Application for Federal Assistance

Attachment D. SF-424C – Budget Information for Construction Programs

Attachment E. SF-424D – Assurances for Construction Programs

Attachment F. Project Application and Attachments

Attachment G. 36 CFR Part 59

ATTACHMENT A LWCF GENERAL PROVISIONS

Part I – Definitions

- A. The term "NPS" as used herein means the National Park Service, United States Department of the Interior (DOI).
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.
- D. The term "State" as used herein means the State, Territory, or District of Columbia that is a party to the grant agreement to which these general provisions are attached, and, when applicable, the political subdivision or other public agency to which funds are to be subawarded pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it applies solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- E. The term "Land and Water Conservation Fund" or "LWCF" as used herein means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 54 U.S.C. § 2003), which is administered by the NPS.
- F. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual, Volume 71 (March 11, 2021).
- G. The term "project" as used herein refers to an LWCF grant, which is subject to the grant agreement and/or its subsequent amendments.

Part II - Continuing Assurances

The parties to the grant agreement specifically recognize that accepting LWCF assistance for the project creates an obligation to maintain the property described in the agreement and supporting application documentation consistent with the LWCF Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of LWCF assistance will use the monies granted hereunder for the purposes of this program, and that assistance granted from the LWCF will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that the LWCF assistance will be added to, rather than replace or be substituted for, the State and/or local outdoor recreation funds.

- A. The State agrees, as the recipient of the LWCF assistance, that it will meet these LWCF General Provisions, and the terms and provisions as contained or referenced in, or attached to, the NPS grant agreement and that it will further impose these terms and provisions upon any political subdivision or public agency to which funds are subawarded pursuant to the grant agreement. The State also agrees that it shall be responsible for compliance with the terms and provisions of the agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply.
- B. The State agrees that the property described in the grant agreement and depicted on the signed and dated project boundary map made part of that agreement is being acquired or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of property leased from a federal agency. The Secretary shall approve such a conversion only if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location (54 U.S.C. 200305(f)(3)). The LWCF post-completion compliance regulations at 36 C.F.R. Part 59 provide further requirements. The replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or her/his designee.

Prior to the completion of this project, the State and the Director may mutually agree to alter the area described in the grant agreement and depicted in the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as soon as reimbursement is provided.

In the event the NPS provides LWCF assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation use as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the NPS of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and the program regulations. The provisions of this paragraph are also applicable to: leased properties developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the NPS; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the NPS.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality and quantity of public outdoor recreation facilities and resources that are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended

under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion request as described in Part II.B above.

- D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of the grant agreement.
- E. The State agrees that the property and facilities described in the grant agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (36 C.F.R Part 59).
- F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the grant agreement and the signed and dated project boundary map made part of that agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary as described in Part II.B above.
- G. Nondiscrimination
 - 1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in Section V of the Department of the Interior Standard Award Terms and Conditions.
 - 2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence, as set forth in 54 U.S.C. § 200305(i) and the Manual.

Part III - Project Assurances

A. Project Application

- 1. The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated documents is by this reference made a part of the agreement.
- 2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
- 3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

B. Project Execution

1. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
2. The State will cause physical work on the project to start within one year after receipt of notification that funds have been approved and assure that the project is being implemented to completion with reasonable diligence.
3. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
4. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications; and that it will furnish progress reports and such other information as the NPS may require.
5. In the event the project cannot be completed in accordance with the plans and specifications for the project, the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or her/his designee in accord with Section III.C below.
6. As referenced in the DOI Standard Terms and Conditions, the State will ensure the project's compliance with applicable federal laws and their implementing regulations, including: the Architectural Barriers Act of 1968 (P.L. 90-480) and DOI's Section 504 Regulations (43 CFR Part 17); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and applicable regulations; and the Flood Disaster Protection Act of 1973 (P.L. 93-234).
7. The State will comply with the provisions of: Executive Order (EO) 11988, relating to evaluation of flood hazards; EO 11288, relating to the prevention, control, and abatement or water pollution, and EO 11990 relating to the protection of wetlands.
8. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) and the Advisory Council on Historic Preservation regulations (36 C.F.R. Part 800) by adhering to procedural requirements while considering the effect of this grant award on historic properties. The Act requires federal agencies to take into account the effects of their undertaking (grant award) on historic properties by following the process outlined in regulations. That process includes (1) initiating the process through consultation with the State Historic Preservation Officer and others on the undertaking, as necessary, by (2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, and notifying the NPS of the existence of any such properties, by (3) assessing the effects of the undertaking upon such properties, if present, and by (4)

resolving adverse effects through consultation and documentation according to 36 C.F.R. §800.11. If an unanticipated discovery is made during implementation of the undertaking, the State in coordination with NPS shall consult per provisions of 36 C.F.R. §800.13.

9. The State will assist the NPS in its compliance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. §4321 et seq) and the CEQ regulations (40 C.F.R. §1500-1508), by adhering to procedural requirements while considering the consequences of this project on the human environment. This Act requires Federal agencies to take into account the reasonably foreseeable environmental consequences of all grant-supported activities. Grantees are required to provide the NPS with a description of any foreseeable impacts to the environment from grant-supported activities or demonstrate that no impacts will occur through documentation provided to the NPS. The applicant must submit an Application & Revision Form in order to assist the NPS in determining the appropriate NEPA pathway when grant-assisted development and other ground disturbing activities are expected. If a Categorical Exclusion (CE) is the appropriate NEPA pathway, the NPS will confirm which CE, according to NPS Director's Order 12, applies.

C. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the NPS.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement with the NPS.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the NPS under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole or in part at any time before the date of completion when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the non-cancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the NPS be returned.

D. Project Closeout

1. The State will determine that all applicable administrative actions, including financial, and all required work as described in the grant agreement has been completed by the end of the project's period of performance.
2. Within 120 calendar days after completing the project or the Expiration Date of the period of performance, whichever comes first, the State will submit all required documentation for closeout as outlined in the Manual, and the Federal Financial Report (SF-425) as outlined in Article IX of the Agreement, for approval by the NPS prior to requesting final reimbursement.
3. After review, including any adjustments, and approval from the NPS, the State will request through ASAP the final allowable payment of reimbursable costs. The State will submit a completed "LWCF Record of Electronic Payment" form to the NPS within 24 hours (before or after) of initiating the request for payment in ASAP.
4. The NPS retains the right to disallow costs and recover funds on the basis of later audit or other review within the record retention period.

LWCF Project Cost Estimate Worksheet (Budget Narrative Worksheet)

Project Name: Kirolli Park Improvements: Walking Trails and Racket Court

DOR#:

Proj. No.: 22-

Sponsor: City of West Monroe

Parish: Ouachita

Project Budget: Total Project: \$1,540,322.00 Federal Aid Requested: \$770,161.00 Req'd Match: \$770,161.00

(LWCF is a 50/50 Grant; typically Fed. Aid will be 1/2 Total Project; Fed. Aid and Required Match will be equal.)

Project Type (select type): Redevelopment (click arrow for list) [Acquisition, Development, Combination (acq. & dev.), Redevelopment, Conversion]

Person completing form: Alt. Contact: Mitchell Aleshire

Email: Email: maleshire@crt.la.gov

Phone: Phone: 225-342-8102

Ext.:

Data should only be entered in non-colored "white" cells, colored cells contain formulas and should auto populate or are fixed data.

Enter only grant assisted scope elements in sections "A" through "B2". Sections "C" through "D3" will auto populate.

Enter the amount of "Total" for each entry in the appropriate column for Cash expenditure, Donation value and In-Kind services value.

Use the "Special" column to identify element for which you are requesting Pre-Award costs and to identify when costs are Donations or In-Kind Services (select from pop-up list).

Complete the Narrative boxes below the tables. Specifically for Pre-Award cost, Donations and In-Kind Services identified in table.

This form is intended for grant scope elements only. However, you may note Non-grant scope element and cost in Section "E".

| A | | -Acquisition, Land | | | | (Sponsor's pre-reimb't expense by type) | | | | | | | |
|----|---------------------------|--------------------|-------|-----------|-------|---|---------------|--------------|-----------|-------------|---------|--|--|
| | Element | Qty. | Units | Unit Cost | Total | Cash Val. | Donation Val. | In-Kind Val. | Fed Share | Match Share | Special | | |
| 1 | Admin./Legal | | | | | | | | | | | | |
| 2 | Admin. Expenses | | | | 0.00 | | | | 0.00 | 0.00 | | | |
| 3 | Legal expenses | | | | 0.00 | | | | 0.00 | 0.00 | | | |
| 4 | Other (specify) | | | | 0.00 | | | | 0.00 | 0.00 | | | |
| 5 | Sub Total; Admin.: | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | |
| 6 | Real Property, improvem't | | | | | | | | | | | | |
| 7 | Acq.- Prop. ID | | | | 0.00 | | | | 0.00 | 0.00 | | | |
| 8 | Acq.- Prop. ID | | | | 0.00 | | | | 0.00 | 0.00 | | | |
| 9 | Easements ID | | | | 0.00 | | | | 0.00 | 0.00 | | | |
| 10 | Improvements (bldgs.) | | | | 0.00 | | | | 0.00 | 0.00 | | | |
| 11 | Sub Total; Admin.: | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | |
| 12 | Acquisition Total: | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | |

| B1 -Development, Design Fees | | | | | | | (Sponsor's pre-reimb't expense by type) | | | | |
|------------------------------|---------------------------------|------|-------|-----------|-----------------|-----------------|---|--------------|-------------|-------------|-----------|
| | Element | Qty. | Units | Unit Cost | Total | Cash Val. | Donation Val. | In-Kind Val. | Fed Share | Match Share | Special |
| 1 | Designer fees | | | | | | | | | | |
| 2 | Design fees, Prelim. | | | | 0.00 | | | | 0.00 | 0.00 | |
| 3 | Design fees, Prelim. | | | | 0.00 | | | | 0.00 | 0.00 | |
| 4 | Design fees, Final | | | | 0.00 | | | | 0.00 | 0.00 | |
| 5 | Design fees, Final | | | | 0.00 | | | | 0.00 | 0.00 | |
| 6 | Sub Total; Designer: | | | | 0.00 | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | 0.00 | 0.00 | |
| 7 | Supplement designer/Cost | | | | | | | | | | |
| 8 | Cost estimates | | | | 0.00 | | | | 0.00 | 0.00 | |
| 9 | Site investigation | | | | 0.00 | | | | 0.00 | 0.00 | |
| 10 | Site planning | | | | 0.00 | | | | 0.00 | 0.00 | |
| 11 | Feasibility studies | | | | 0.00 | | | | 0.00 | 0.00 | |
| 12 | Application developm't | | | | 0.00 | | | | 0.00 | 0.00 | |
| 13 | Environmental review | | | | 0.00 | | | | 0.00 | 0.00 | |
| 14 | Cultural resource sur'y | 1 | ea | 4,600.00 | 4,600.00 | 2,300.00 | | | 0.00 | 0.00 | Pre-Award |
| 15 | Other (specify) | | | | 0.00 | | | | 0.00 | 0.00 | |
| 16 | Sub Total; Supplem't.: | | | | 4,600.00 | <u>2,300.00</u> | <u>0.00</u> | <u>0.00</u> | 0.00 | 0.00 | |
| 17 | Other designer's costs | | | | | | | | | | |
| 18 | Lab test cost | | | | 0.00 | | | | 0.00 | 0.00 | |
| 19 | Geo. & soil boring | | | | 0.00 | | | | 0.00 | 0.00 | |
| 20 | Topo. Survey | | | | 0.00 | | | | 0.00 | 0.00 | |
| 21 | Other (specify) | | | | 0.00 | | | | 0.00 | 0.00 | |
| 22 | Sub Total; Other cost: | | | | 0.00 | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | 0.00 | 0.00 | |
| 23 | Project inspection fees | | | | | | | | | | |
| 24 | Inspection fees | | | | 0.00 | | | | 0.00 | 0.00 | |
| 25 | Other (specify) | | | | 0.00 | | | | 0.00 | 0.00 | |
| 26 | Sub Total; Inspec.: | | | | 0.00 | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | 0.00 | 0.00 | |
| 27 | Design Fee Total: | | | | 4,600.00 | <u>2,300.00</u> | <u>0.00</u> | <u>0.00</u> | 0.00 | 0.00 | |

| B2 -Development, Construction Costs | | | | | | (Sponsor's pre-reimb't expense by type) | | | | | |
|-------------------------------------|------------------------------|--------|-------|------------|--------------|---|---------------|--------------|-----------|-------------|---------|
| | Element | Qty. | Units | Unit Cost | Total | Cash Val. | Donation Val. | In-Kind Val. | Fed Share | Match Share | Special |
| 1 | Site Work | | | | | | | | | | |
| 2 | Clearing & Grubbing Trails | 1 | Lump | 100,000.00 | 100,000.00 | 50,000.00 | | | 0.00 | 0.00 | |
| 3 | | | | | 0.00 | | | | 0.00 | 0.00 | |
| 4 | | | | | 0.00 | | | | 0.00 | 0.00 | |
| 5 | | | | | 0.00 | | | | 0.00 | 0.00 | |
| 6 | | | | | 0.00 | | | | 0.00 | 0.00 | |
| 7 | Sub Total; Site Work: | | | | 100,000.00 | 50,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 8 | Demo/Removal | | | | | | | | | | |
| 9 | Existing Asphalt surface | 10067 | SqYd | 30.00 | 302,010.00 | 151,005.00 | | | 0.00 | 0.00 | |
| 10 | | | | | 0.00 | | | | 0.00 | 0.00 | |
| 11 | | | | | 0.00 | | | | 0.00 | 0.00 | |
| 12 | | | | | 0.00 | | | | 0.00 | 0.00 | |
| 13 | | | | | 0.00 | | | | 0.00 | 0.00 | |
| 14 | Sub Total; Demo: | | | | 302,010.00 | 151,005.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 15 | Construction | | | | | | | | | | |
| 16 | Trail Asphalt surfacing | 1,158 | Ton | 346.16 | 400,853.28 | 200,426.64 | | | 0.00 | 0.00 | |
| 17 | Trail aggreg. Base w/ Fabric | 11,745 | SqYd | 31.58 | 370,907.10 | 185,453.55 | | | 0.00 | 0.00 | |
| 18 | Resurface Tennis Courts | 4,160 | SqYd | 18.22 | 75,795.20 | 37,897.60 | | | 0.00 | 0.00 | |
| 19 | New Tennis Court w/ Fence | 1,600 | SqYd | 145.75 | 233,200.00 | 116,600.00 | | | 0.00 | 0.00 | |
| 20 | Modify Light Poles w/ LED | 8 | Each | 546.57 | 4,372.56 | 2,186.28 | | | 0.00 | 0.00 | |
| 21 | New Light Poles w/ LED | 2 | Each | 24,291.93 | 48,583.86 | 24,291.93 | | | 0.00 | 0.00 | |
| 22 | | | | | 0.00 | | | | 0.00 | 0.00 | |
| 23 | | | | | 0.00 | | | | 0.00 | 0.00 | |
| 24 | | | | | 0.00 | | | | 0.00 | 0.00 | |
| 25 | | | | | 0.00 | | | | 0.00 | 0.00 | |
| 26 | | | | | 0.00 | | | | 0.00 | 0.00 | |
| 27 | | | | | 0.00 | | | | 0.00 | 0.00 | |
| 28 | Sub Total; Constr.: | | | | 1,133,712.00 | 566,856.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 29 | Equipment | | | | | | | | | | |
| 30 | | | | | 0.00 | | | | 0.00 | 0.00 | |
| 31 | | | | | 0.00 | | | | 0.00 | 0.00 | |
| 32 | | | | | 0.00 | | | | 0.00 | 0.00 | |
| 33 | | | | | 0.00 | | | | 0.00 | 0.00 | |
| 34 | | | | | 0.00 | | | | 0.00 | 0.00 | |
| 35 | Sub Total; Equip.: | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |

| D1 | -Pre-award Costs Summary (from table above) | | | | |
|----|---|-------|-----------|-------------|--|
| | Element | Total | Fed Share | Match Share | |
| | 0 | 0.00 | 0.00 | 0.00 | |
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| | 0 | | | | |

| D2 -Donations Summary (from table above) | | | | | | |
|--|-------------|-------------|---------------|-------------|-------------|--|
| Element | Total | Cash Val. | Donation Val. | Fed Share | Match Share | |
| 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Donations Total: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |

(Complete the "j" narrative box below for Donations.)

| D3 -In-Kind Services Summary (from table above) | | | | | | |
|---|-------------|-------------|--------------|-------------|-------------|--|
| Element | Total | Cash Val. | In-Kind Val. | Fed Share | Match Share | |
| 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| In-Kind Total: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |

(Complete the "j" narrative box below for In-Kind services.)

| E -Non-Grant Scope Elements/Costs <OPTIONAL> (does not count as match) | | | | | | |
|--|------|-------|-----------|---------------------|-------------|-------------|
| Element | Qty. | Units | Unit Cost | Total | Fed Share | Match Share |
| 1 Acquisition, Land | | | | 0.00 | 0.00 | 0.00 |
| 2 Designer fees & Costs | | | | 0.00 | 0.00 | 0.00 |
| 3 Site Work | | | | 0.00 | 0.00 | 0.00 |
| 4 Demo/Removal | | | | 0.00 | 0.00 | 0.00 |
| 5 Construction | | | | 0.00 | 0.00 | 0.00 |
| 6 Equipment | | | | 0.00 | 0.00 | 0.00 |
| 7 Misc. | | | | 0.00 | 0.00 | 0.00 |
| 8 Contingencies | | | | 0.00 | 0.00 | 0.00 |
| Non-Grant Grand Total: | | | | 0.00 | 0.00 | 0.00 |
| Grant Grand Total: | | | | 1,540,322.00 | 0.00 | 0.00 |
| Project Grand Total: | | | | 1,540,322.00 | 0.00 | 0.00 |

NARRATIVE SECTION

| | | | | |
|----------|---|------------------------------------|-----------|---|
| F | Brief project scope description (should match 10-904 A&R). | | | |
| | The project includes trail rehabilitation consisting of the clearing of tree limbs and related debris, the removal of the existing asphalt paving on the trails, and the resurfacing of the trails with asphalt with a crushed stone base. The City's project also includes the resurfacing of the six existing tennis courts and the construction of two courts to be used for either pickleball or tennis with fencing and lighting adjacent to the existing tennis courts. | | | |
| G | Outline Pre-Award costs identified in budget above, include date of expense. | | | |
| | A Cultural Resource Survey Level 1 was requested, provided and reviewed during the SHPO review process. The La SHPO Section 106 office concurred with the findings. CRS report & SHPO concurrence letter included with application submittal. | | | |
| | Payments to date include: | Amount Paid | Date Paid | Other Notes |
| | Cultural Resource Survey, required by SHPO | \$4,600.00 | 8/3/2022 | |
| | | \$xx.00 | | |
| | | \$xx.00 | | |
| | | \$xx.00 | | |
| | | \$xx.00 | | |
| | | Paid Sub-Total: \$4,600.00 | | |
| | Payments pending, expected to be made prior to grant award include: | Amount | Pay Month | Other Notes |
| | | \$xx.00 | | |
| | | \$xx.00 | | |
| | | \$xx.00 | | |
| | | Pending Paid Sub-Total: \$4,600.00 | | |
| | Pre-Award Total: | \$9,200.00 | | |
| | For DOR use | | | Date Waiver of Retroactivity was requested: |
| | For DOR use | | | Date Waiver of Retroactivity was approved by NPS: |
| H | Note how budget was developed. Explain why cost(s) is lower or higher than might be expected for a typical type of scope element. | | | |

| | |
|--|---|
| | <p>Sub Sponsor used the services of Lazenby and Associates engineering firm to develop the cost estimate. The trail re-surfacing cost may seem high. However the cost are relative to the hilly terrain and that the base is being rebuilt plus the base and trail will be wider than existing trail.</p> |
|--|---|

| | | |
|---|---|----|
| I | Specifically call-out/list and identify source(s) for donations to the project. | NA |
| J | Detail the position(s), the work they will perform, the amount of time involved, and actual or average salary as appropriate for people/labor that will be paid related to In-Kind (Force Account). | NA |
| K | Explain how acquisition value was derived – from appraisal or some other method of estimating. | NA |



Grant Process after Award:
(Within the grant Performance Period)

1. Return signed Grant Agreement Package to Annette (acosme@crt.la.gov)
2. Schedule Kick Off Meeting at state office or by Zoom meeting - coordinate with Suzette ssimms@crt.la.gov or Mitchell maleshire@crt.la.gov)
3. Submit Plans & Specifications (bid package) to Suzette for state review prior to advertisement for bid. (ssimms@crt.la.gov)
4. Address state concerns & or deficiencies in plans & specs, if any & provide final bid set to Suzette (ssimms@crt.la.gov)
5. State sends “Preconstruction Review Form” (PRF) to sponsor. Appointed authority should sign, date & return to Suzette (ssimms@crt.la.gov)
6. Green light to advertise for bid. Bid date must be after state receives PRF (step 5).
7. Submit advertisement affidavit, bid tabs, contractor’s acceptance & construction contract (submit to Annette Acosme@crt.la.gov).
8. Begin construction & pay invoices, submit requests for payment (see Procedures for Reimbursement) to Annette (acosme@crt.la.gov), BABA certifications & monthly progress reports (see example).
9. Complete grant scope construction including punch list items & submit “As Built” & Letter of Request for closeout to Suzette per LWCF guidelines.
10. Submit Project Recordation (state approved “As Built” with 6f Boundary) in public property records (typically courthouse).
11. State conducts inspection & submits closeout package to NPS.
12. NPS approves closeout (or requires remedial action) & State issues final payment to sponsor.

*Please consult with state on any potential changes to the project scope, budget, or schedule.

**SEPTEMBER 5, 2023
WEST MONROE CITY COUNCIL MEETING
ENGINEERING UPDATE
L&A, INC. PROJECT NO. 23E038.00**

Sunshine Heights Drainage Improvements – City Project No. C22024

- T. Baker Smith's utility work has begun & mostly complete
- L&A Contract still under review with the State office

Kiroli Dog Park

- Under construction by BGW Construction

Natchitoches Street Cross Drain Replacement

- Plans under design

Mane Street Cross Drain Repair

- Plans complete
- Preparing to receive bids the week of September 11

North 3rd Street Improvements

- Plans under design

Class Street Cross Drain Replacement

- Project Awarded to Womack & Sons Construction Group
- Contractor ordering materials & scheduled to begin September 18



INFRASTRUCTURE PROJECT UPDATE

September 5, 2023

| UNDER CONSTRUCTION | | | |
|--|---|-----------------------|--|
| Project | Description | Funding | Status |
| Otis Street (Urban Systems) | Mill & Overlay, add bike/ped path. | Urban Systems (80/20) | Under Construction. Sidewalks complete. Roadway construction to begin after approval of change order at 9/5/23 Council. |
| Natchitoches Street (Urban Systems) | Mill & Overlay, improve drainage, add bike lane. | Urban Systems (80/20) | Under Construction. Asphalt work complete. Striping to be completed after approval of change order at 9/5/23 Council. |
| Highland Park Commercial Subdivision | Development of the east end of the golf course land to sell as commercial property. | DRA/City | Punch list items and clear lien period underway. |
| DRA: Cypress/Slack Sanitary Sewer Improvements | Replacement of sanitary sewer lines in the vicinity of Cypress Street. | DRA/City | Substantial completion and final change order approved at the 7/18 Council Meeting. Punch list and clear lien period underway. |
| Arlington Place and Mallard Ave Water Main Replacement | Installation of new water main and connection of house services to provide more reliable water service. | CWEF/City | Substantial completion and final change order approved at the 7/18 Council Meeting. Waiting for 45 day clear lien period. |
| La Watershed Initiative – Flood Acquisitions | \$10m awarded for buyouts. | LWI | Public meeting conducted by OCD (State) on 8/22/23. OCD contacting eligible residents. |
| North 7th Street (Hwy. 143) Restriping (5-Lane) | Restriping N. 7th from Cypress to Arkansas to add center turn lane for Highland Commercial Subdivision. | City | Advertising for bids. Opening 10/3. |
| New Kiroli Road Bridge (North) | Replacement of bridge on Kiroli Road with box culverts. | Capital Outlay | Box culverts and all Wall footing pours completed. First Headwall pour scheduled next week. |
| Constitution & Short Const. Dr. (Urban Systems) | Pulverize and rebuild road base and pavement. | Urban Systems (80/20) | Construction to begin in the middle of September due to delay in Sports Complex schedule. |
| Industrial Park Drainage Improvements (EDA) | Drainage improvements including cross drains, piping, and ditches. | EDA/City | Under Construction. Downing Pines Rd. closed until 9/11 (latest). |

Project Classifications

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

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| IN DESIGN | | | |
|--|--|---------------------------|--|
| Project | Description | Funding | Status |
| Kiroli Sidewalk Project | Install new sidewalks along Kiroli Road from Post Oak Apartments to Arkansas Road. Install pedestrian crossing at Kiroli Elementary. | DOTD TAP (80/20) | Pursuing additional funding from DOTDTAP. |
| Black Bayou Canal - 2016 Flood Damage Repairs | Repair concrete canal near Assembly and Wal Mart. | EDA/FEMA/ City | EDA awarding \$1.7 million. Awaiting agreement. |
| Black Bayou Canal Improvements (HMGP) | Improvements including cleaning, widening, and armoring portions of the Black Bayou Canal south of I-20. | FEMA/City | Awaiting FEMA Phase 1 review comments. |
| Highland School Area Sidewalks | Construction of sidewalks along Arlene Street to provide a safe pedestrian route to school. | LaDOTD/City | Plan-In-Hand Meeting held 7/18. Awaiting comments from DOTD. |
| Mane Street Rehabilitation Phase 2 (Urban Systems) | Mill & Overlay Mane Street from Downing Pines Rd to Interchange. | Urban Systems (80/20) | DOTD preparing bid documents. Bid date: 12/13/23. |
| New Drago Sanitary Sewer Lift Station | New sanitary sewer lift station to replace Drago LS. Funding from Capital Outlay and La Water Sector Program. | WSP/LaFPC/ City | Plans are complete. Rate study contractor assigned. Property acquisition underway. |
| New Austin Sanitary Sewer Lift Station | New sanitary sewer lift station to replace Austin LS. | EDA/City | Design and environmental phase. |
| Arkansas Rd. Utility Relocation | Relocation of water and sewer lines ahead of street rehabilitation project. | City | Design phase. |
| North 7th Street Bicycle/Pedestrian Path (Arkansas Rd to Otis St) | Construction of 10' wide concrete path along the east side of North 7th Street. | FHWA Rec Trails Prog/City | Design 80%. Electrical design for lighting underway and Entergy coordination. |
| McMillan Rd. Sidewalks (LaDOTD Safe Routes to Public Places Program) | New sidewalks along the south side of McMillan Road, from Hilton Street to the library. | LaDOTD | Design phase. |
| Downtown - Trenton/Wood Sewer | Sewer line improvements. | City | LDH permit approved. |
| Mid-City Drainage (Fed Approp/FEMA-PDM) | Drainage improvements between Trenton Street and Black Bayou Canal. (\$2.4m Award) | FEMA/City | FEMA reviewing RFI response. Starting Environmental Assessment. |
| Trenton Corridor Bike/Ped and Utilities (Fed Approp/LaDOTD) | Bury utilities and construct bike/ped path along Trenton St, from Otis St to Bridge St. (\$5.0m Award) | FEMA/City | Waiting on LaDOTD agreement. |
| 2023 DOTDTAP: N 6th Street Sidewalks | Construction of sidewalks along N 6th Street, from WMHS to Clayton Street. | LaDOTD/City | Received award letter (\$600,000) |
| Drago Sanitary Sewer Force Main (South 11th Street) | Replacement of an aging 16" AC F.M. along S. 11th Street from Coleman Ave. to the Austin Street Lift Station. | LGAP/City | Design phase. |
| Phillips Street Water Main FY22-23 CWEF | Replacement of an aging 6" AC W.M. along Phillips between Cherry Street to the east side of Ned Street. | CWEF/City | Project plans out for permitting. |
| Flanagan Street Water Main Replacement | Replacement of existing 4" W.M. along Flanagan with a 6" W.M. | CWEF/City | CWEF contract (CEA) executed and submitted. Ready to go out for pricing. |

Project Classifications

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| Transportation |
| Drainage |
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