



Notice of:

BOARD OF ALDERMEN REGULAR MEETING

Tuesday, April 12, 2022 at 6:30 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 March 22, 2022 Special Council Meeting.

Recognitions/Presentations

Mayor's Review

Community Announcements

- 2) Presentation of West Monroe Citywide Master Plan - Alex Holland (Atlas Community Studios)

ADMINISTRATION/FINANCE

- [3\)](#) Ordinance to authorize execution of a Professional Services Agreement to provide consulting services with Retail Strategies, LLC.
- [4\)](#) Resolution to approve an extension of the compliance deadline in order for Neighbors, LLC to qualify for an Industrial Tax Credit.
- [5\)](#) Ordinance authorizing the publication of a Notice of Intention to expand the boundaries of the West Monroe Economic Development District, State of Louisiana, and to levy the sales tax and hotel occupancy tax currently levied within the District in the new areas of the District; and providing for other matters in connection therewith.

BUILDING AND DEVELOPMENT

- [6\)](#) Ordinance to authorize the City of West Monroe, Louisiana to enter into a lease or leases of certain described property or properties owned by the City but subject to FEMA restrictions, each of which is not needed for any public purpose. **Introduced at March 8, 2022 City Council Meeting.**
- [7\)](#) Resolution to reappoint Melody Olson to the West Monroe Planning Commission. The five-year term will expire March 1, 2027.
- [8\)](#) Resolution to reappoint Marion "Bee" Meadows to the West Monroe Board of Adjustments. The five-year term will expire March 1, 2027.
- [9\)](#) Ordinance to annex property located at 177 Good Hope Road (Parcel #R20678) into the municipal limits of the City of West Monroe. Applicant: Richard T. Tonneson. Received a **favorable** review from the Planning Commission.

- [10\)](#) Ordinance to rezone property located at 177 Good Hope Road (Parcel #R20678), from an O-L (Open Land) District to a B-3 (General Business) District. Applicant: Richard T. Tonneson. Received a **favorable** review from the Planning Commission.
- [11\)](#) Ordinance to authorize a Comprehensive Maintenance Agreement with Storer Services to provide certain air conditioning and heating maintenance and repair services at the West Monroe Convention Center.
- [12\)](#) Ordinance to authorize agreement with Storer Services for upgrading controls and ongoing maintenance of HVAC equipment at the Ike Hamilton Expo.
- [13\)](#) Ordinance to authorize agreement with Storer Services for upgrading controls and ongoing maintenance of HVAC equipment at the West Monroe Convention Center.

CODE ENFORCEMENT

LEGAL

PUBLIC WORKS

- [14\)](#) Ordinance to authorize execution of a Vegetation Management Agreement with Edko, LLC.

COMMUNITY SERVICES

PARKS AND RECREATION

- [15\)](#) Ordinance to authorize revised application for a Land and Water Conservation Fund grant through the Louisiana Office of State Parks for Kiroli Park improvements (trail repair, new tennis/pickleball courts, re-surfacing existing tennis courts). Estimated project cost of \$1,535,722 with a local 50% contribution (\$767,861).

POLICE/FIRE

WMFD

WMPD

ENGINEERING/CONSTRUCTION PROJECTS

- [16\)](#) New Drago Street Sanitary Sewer Lift Station, Planning & Construction - Project #000180
Ordinance to authorize execution of a Cooperative Endeavor Agreement with the State of Louisiana, Office of Community Development (Water Sector Program-Sewer relating to the project "New Drago Street Sanitary Sewer Lift Station, Planning and Construction".
- [17\)](#) Kiroli Rd Rehab: Arkansas - Old Darbonne - State Project #H.014690 - City Project #000189
Ordinance to authorize execution of an Entity/State Agreement w/LA DOTD for State Project No. H.014690, Kiroli Rd Rehab: Arkansas - Old Darbonne.
- [18\)](#) Trenton St. Ph. 1 (Arkansas Rd - Cryer St) - State Project #H.014691 - City Project #000190
Ordinance to authorize execution of an Entity/State Agreement w/LA DOTD for State Project No. H.014691, Trenton Street Phase 1 (Arkansas Rd - Cryer St).
- [19\)](#) Mane Street Rehabilitation Phase 2 - State Project #H.013392 - City Project #000143
Ordinance to authorize execution of an Entity/State Agreement w/LA DOTD for State Project No. H.013392, Mane Street Rehabilitation Phase 2.
- [20\)](#) Crosley Street Rehab: Trenton - N 7th - State Project #H.013401 - City Project #000184

Ordinance to authorize execution of an Entity/State Agreement w/LA DOTD for State Project No. H.013401, Crosley Street Rehabilitation: Trenton Street - North 7th Street.

- [21\)](#) Constitution Dr. Pedestrian Improvements - State Project #H.014702 - City Project #000196

Ordinance to authorize execution of an Entity/State Agreement w/LA DOTD for State Project No. H.014702, Constitution Drive Pedestrian Improvements.

- [22\)](#) FY23 Federal Appropriations - Mid-City Drainage Improvements, Phase 1 - Project #C22019

Ordinance to submit appropriations request to U.S. Senator Bill Cassidy (\$2,000,000 with \$500,000 City Match).

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

Change Order No. 1 (+\$21,652.00: 0 days) with Diamond B Construction Co., LLC.

- [24\)](#) FY23 Federal Appropriations - Trenton Street Bike and Pedestrian Safety Improvement Project - Project #000199

Ordinance to submit appropriations request to U.S. Representative Julia Letlow (\$5 million with \$1.25 million City match).

- [25\)](#) Project Updates

Robert L. George, IV, P.E.

PUBLIC COMMENTS/OTHER BUSINESS

- [26\)](#) West Monroe Fire Department March Fire Report.

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

ADJOURN

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



BOARD OF ALDERMEN SPECIAL MEETING

Tuesday, March 22, 2022 at 5:30 PM

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

MINUTES

NOTICE/MINUTES

Call to order/Verification of Attendance

Call meeting to order, verify receipt of proper Notices of Service on or Waivers of Service by the Mayor and a majority of the Board, and the presence of a quorum.

PRESENT

Mayor Staci Mitchell
Polk Brian
Thom Hamilton
Trevor Land
Ben Westerburg

ABSENT

Morgan Buxton

Motion to Approve Minutes

Motion to approve the minutes of the March 8, 2022 Regular Council Meeting.

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

ENGINEERING/CONSTRUCTION PROJECTS

City Street Striping Project - Phase 2 - Project #C21008

Change Order #1 (- \$18,229.70; + 0 days).

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

Downing Pines Industrial Park Drainage Improvements (EDA) - Project #000122

Accept/Reject bids. The bids were as follows:

| <u>VENDOR NAME</u> | <u>BASE BID AMOUNT</u> |
|-------------------------------|-------------------------------|
| Bentz Construction Group, LLC | \$1,700,382.00 |
| W L Bass Construction, Inc. | \$2,001,702.00 |

Motion to authorize the acceptance and award of bid to the lowest bid that meets specifications made by Brian, Seconded by Westerburg.
Voting Yea: Brian, Hamilton, Land, Westerburg

Water System Capacity and Resiliency Improvement - Project #000186

Ordinance 5030: Ordinance to authorize an application to the Louisiana Department of Health Drinking Water Revolving Fund (DWRLF).

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

FY23 Trenton Corridor Utilities and Drainage Improvements, Bike/Pedestrian Trails - Project 000199

Resolution 786: Resolution to submit appropriations request to U.S. Representative Julia Letlow (\$5 million with \$1.25 million City match).

Motion made by Brian, Seconded by Hamilton.

Voting Yea: Brian, Hamilton, Land, Westerburg

FY22 RAISE Transportation Grant Program - Project #000172

Ordinance 5031: Ordinance to authorize an application for a RAISE transportation grant from the U.S. Department of Transportation (up to \$23,000,000 requested, with up to \$4,600,000 City match).

Motion made by Westerburg, Seconded by Land.

Voting Yea: Brian, Hamilton, Land, Westerburg

Mid-City Drainage Study - Project #C22019

Ordinance 5032: Ordinance to authorize a Professional Services Agreement with S.E. Huey Co. for engineering services.

Motion made by Land, Seconded by Hamilton.

Voting Yea: Brian, Hamilton, Land, Westerburg

Water Main Relocation - Project #000109

Change Order #2 - Tabled

West Monroe Indoor Sports Complex - Project #000179

Ordinance 5033: Ordinance to authorize a Second Amendment to the Contract for Pre-Construction Services with Lincoln Builders of Ruston, Inc. in order to now authorize a commitment for the purchase of steel material and fabrication.

Motion made by Land, Seconded by Westerburg.

Voting Yea: Brian, Hamilton, Land, Westerburg

ADD TO AGENDA: Authorization to advertise for sewer and water bids at West Monroe Indoor Sports Complex.

Motion made by Brian, Seconded by Westerburg.

Voting Yea: Brian, Hamilton, Land, Westerburg

Authorization to advertise for bids on sewer and water extensions to serve the West Monroe Indoor Sports Complex and adjacent hotel.

Motion made by Brian, Seconded by Land.

Voting Yea: Brian, Hamilton, Land, Westerburg

ADD TO AGENDA: Ordinance to authorize amendment to contract with Lincoln Builders for purchase of food services equipment package.

Motion made by Land, Seconded by Westerburg.

Voting Yea: Brian, Hamilton, Land, Westerburg

Ordinance 5034: Ordinance to authorize a Third Amendment to the Contract for Pre-Construction Services with Lincoln Builders of Ruston, Inc. in order to now authorize a commitment for the purchase of food services equipment package.

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

ADJOURN

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

ATTEST:



RONALD SCOTT OLVEY
CITY CLERK

APPROVED:



STACI ALBRITTON MITCHELL
MAYOR

CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE THE MAYOR OF THE CITY OF WEST MONROE, LOUISIANA, TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH RETAIL STRATEGIES, LLC; TO PROVIDE CERTAIN PROFESSIONAL CONSULTING SERVICES REGARDING RETAIL RECRUITMENT AND RELATED ACTIVITIES; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, Retail Strategies, LLC is a consulting service which possesses a high degree of professional skill and experience, and is a unique provider of professional consulting services in retail recruitment; and

WHEREAS, The City of West Monroe desires to continue to retain Retail Strategies, LLC to provide certain professional consulting services because of its professional skill and experience, though to now narrow the focus of their efforts;

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 Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to execute on behalf of the City of West Monroe, Louisiana, that Professional Services Agreement to provide for consulting services with Retail Strategies, LLC, to provide certain modified professional consulting services regarding retail recruitment and related activities, all as more fully set forth in that agreement, a copy of which is attached as Exhibit "A".

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized further modify the attached agreement in such manner as she determines appropriate prior to its execution, and to take any and all actions and to execute any and all further documents she deems either necessary or proper to carry out the activities arising out of that agreement described above according to its terms and its intent.

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 ye or nay vote, this 12th day of April, 2022, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

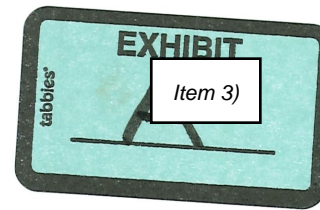
ABSENT: _____

ATTEST:

APPROVED THIS 12TH DAY OF
APRIL, 2022

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

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



PROFESSIONAL SERVICES AGREEMENT TO PROVIDE CONSULTING SERVICES

This Professional Services Agreement to Provide Consulting Services (this "Agreement") sets forth the mutual understanding of The City of West Monroe, LA (the "Client") and Retail Strategies, LLC, an Alabama limited liability company (the "Consultant") on this the ____ day of April, 2022 (the "Execution Date"), for the provision of professional consulting services as more fully set forth below.

R E C I T A L S:

The Consultant possesses a high degree of professional skill and experience and is a unique provider of professional consulting services in retail recruitment.

The Client desires to hire the Consultant to provide professional consulting services because of its professional skill and experience.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the Client and the Consultant, intending to be legally bound, do hereby agree as follows:

1. **CONSULTING SERVICES.** The Consultant agrees to provide the following professional consulting services to the Client (the "Services"):
 - A. **Retail Recruitment.** The Consultant will proactively recruit retailers/restaurants to open new businesses within the Client's municipal area. The Consultant has already begun work on recruiting retailers/restaurants for the Client and a list of these active retailers is attached as "Exhibit B" (each, individually, a "Designated Account", and collectively, the "Designated Accounts"). The Consultant will update the Client Representative as necessary on retail recruitment efforts, in general, and specifically for the Designated Accounts, via email or telephone communication. The Consultant reserves the right to add additional Designated Accounts to the recruitment scope pending signed approval from the client.
 - B. **Updates.** The Consultant will provide the Client Representative (designated below) with updates within three business days of their knowledge of any new development (i.e. execution of a letter of intent for a retail lease or negotiation of a retail lease by a Designated Account) with respect to any Designated Account. The Client Representative will provide Consultant any updates as to progress of Designated Account opening in the Client's Municipal Area.
 - C. **Designated Account.** The Consultant will provide in writing to Client Representative any positive retail/restaurant leads interested in locating in the Client's Municipal Area, which will then be considered a Designated Account(s).
- A. **Additional Services.** The Consultant will additionally provide those professional consulting services listed on the attached "Exhibit A".

2. **TERM.** The Consultant's engagement and provision of Services will commence upon the Execution Date as set forth above. The Consultant's engagement and this Agreement will terminate automatically twelve (12) months following the Execution Date (the "Term") unless earlier terminated as provided in Section 4 below. At the end of the Term, the Client, acting by and through its Mayor, may extend the Term at its option for successive twelve-month periods on such terms and conditions as the Mayor, acting for and on behalf of the Client, and the Consultant may agree upon in writing.

3. **CONSULTING FEE.**

- A. **Consulting Fee.** In consideration for providing the Services, the Client agrees to pay the Consultant a consulting fee (the "Consulting Fee") in an amount equal to \$5,000 within fifteen (15) days of the Execution Date. In addition, the Client agrees to pay the Consultant a success fee (the "Success Fee") in an amount equal to \$22,500 per any retail opening from the Designated Account listed on **EXHIBIT B** (a copy of which is attached hereto and incorporate herein by reference), as may be updated, revised, or amended from time to time, that occupies premises and opens for business during the Term, or within twenty-four (24) months following the end of the Term of this Agreement. All Designated Accounts and/or Designated Account additions must be acknowledged and approved by Client via email or Basecamp. The success fee will be invoiced fourteen (14) days after Retailer/Restaurant/Business ("Designated Account") opens for business. Payments of the success fee will be capped at \$45,000 per twelve month period, but excess fees over this \$45,000 cap will roll over and be payable by Client at such time as the additional payment(s) do not exceed the annual cap.
- B. **Payment Default.** If the Client fails to pay any portion of the Consulting Fee or a Success Fee on the requisite payment date, the Consultant will immediately cease all Services, including but not limited to all recruiting and marketing efforts. If the Client fails to pay any portion of the Consulting Fee or a Success Fee on the requisite payment date, then Consultant shall make formal demand for payment in writing to Client by certified or registered mail; and if the fees remain unpaid 30 days thereafter, and Consultant shall engage an attorney to collect any unpaid amount due hereunder, the Client shall pay to Consultant, in addition to such unpaid amount, plus interest to accrue on the unpaid amount at the rate of 1.5% per month, a reasonable attorney fee and all expenses incurred by such attorney in connection with collection of such amount so due.

4. **TERMINATION.**

- A. **By the Client Upon the Consultant's Default.** The Client may notify the Consultant within 90 days of the day that the Client knows or should have known that the Consultant breached this Agreement. The Consultant will have 30 days following receipt of such notice to cure any alleged breach. If the Consultant fails to cure any alleged breach within that 30-day period, then the Client may terminate this Agreement. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the number of days remaining in such contract period.
- B. **By the Consultant Upon the Client's Default.** The Consultant may notify the Client within 90 days of the day that the Consultant knows or should have known that the Client

breached this Agreement. The Client will have 30 days following receipt of such notice to cure any alleged breach. If the Client fails to cure any alleged breach within that 30-day period, then the Consultant may terminate this Agreement. Any portion of the Consulting Fee or a Success Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.

5. NOTICES. Any notice or communication in connection with this Agreement will be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

Client: The City of West Monroe, LA
2305 North 7th Street
West Monroe, LA
Email: smitchell@westmonroe.com
Attn: Mayor Staci Albritton Mitchell
And with copy to:
Email: chornsby@westmonroe.com
Attn: Courtney Hornsby
(the “Client representative”)

Consultant: Retail Strategies, LLC
2200 Magnolia Ave. South, Suite 100
Birmingham, AL 35205
Email: sleara@retailstrategies.com
Fax: (205) 313-3677
Attention: Stephen P. Leara, Esq – EVP | General Counsel

or to such other address as may be furnished in writing by either party in the preceding manner. Notice shall be deemed to have been properly given for all purposes: (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier, (ii) if personally delivered, on the actual date of delivery, (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing, or (iv) if sent by facsimile or email of a PDF document (with confirmation of transmission), then on the actual date of delivery if sent prior to 5 p.m. Central Time, and on the next business day if sent after such time.

6. INDEPENDENT CONTRACTOR. The Consultant, in its capacity as a professional consultant to the Client, is and will be at all times an independent contractor. The Consultant does not have the express, implied or apparent authority either (A) to act as the Client’s agent or legal representative or (B) to legally bind the Client, its officers, agents or employees.

7. STANDARD TERMS.

A. **Affiliated Services:** The Client acknowledges that certain affiliates of the Consultant provide real estate brokerage and management services for which they are paid brokerage, development, leasing, management and similar fees. In connection with the Services and with the prior written permission of the Client, such affiliates may be engaged to provide such services in consideration for the payment of such fees.

- B. **Applicable Laws:** The Consultant will abide by all laws, rules and regulations applicable to the provision of the Services.
- C. **Third Party Beneficiaries:** This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- D. **Publicity:** The Client agrees that the Consultant may, from time-to-time, use the Client's name, logo and other identifying information on the Consultant's website and in marketing and sales materials.
- E. **Entire Agreement:** This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. Any prior written or oral understandings and agreements between the parties are merged into this Agreement, which alone fully and completely expresses their understanding. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.
- F. **Further Assurances:** Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.
- G. **Force Majeure:** Neither party to this Agreement will hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts, pandemics, or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.
- H. **Limitation on Liability; Sole Remedy:** Each party's liability to the other party arising out of or related to this Agreement or the Services will not exceed the amount of the Consulting Fee and the Success Fee(s). The Client's sole remedy in the event of any alleged breach of this Agreement by the Consultant will be the notice, cure and refund provisions of Section 4(A) of this Agreement.
- I. **Amendment in Writing:** This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by a duly authorized officer of the Consultant and the Client Representative, acting for and on behalf of the Client.
- J. **Binding Effect:** This Agreement will bind the parties and their respective successors and assigns. If any provision in this Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- K. **Captions:** The captions of this Agreement are for convenience and reference only, are not a part of this Agreement and in no way define, describe, extend, or limit the scope or intent of this Agreement.

- L. **Construction:** This Agreement will be construed in its entirety according to its plain meaning and will not be construed against the party who provided or drafted it.
- M. **Prohibition on Assignment:** No party to this Agreement may assign its interests or obligations hereunder without the written consent of the other party obtained in advance of any such assignment. No such assignment will in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party will in all respects remain liable hereunder irrespective of such assignment.
- N. **Waiver:** Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.
- O. **Counterparts; Electronic Transmission:** This Agreement may be executed in counterparts, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument. A signed copy of this Agreement delivered by telecopy, electronic transmission or other similar means will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Client and the Consultant have caused this Agreement to be executed in duplicate original by their duly authorized officers to be effective as of the Effective Date.

CLIENT:

CITY OF WEST MONROE, LA

By: _____
 Name: STACI ALBRITTON MITCHELL
 Title: MAYOR
 Date:

CONSULTANT:

RETAIL STRATEGIES, LLC

By: _____
 Name:
 Title:
 Date

EXHIBIT A

I. CONSULTANT AGREEMENT

This section outlines what Retail Strategies (the “consultant”) will provide to the City of West Monroe, LA (the “client”).

A. Updated Research

- a. Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
- b. Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
- c. Conduct retail peer market analysis
- d. Competition analysis of identified target zones trade area(s)
- e. Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
- f. Customized retail market guide including aerial map with existing national retailer brands and traffic counts
- g. Retail competitor mapping/analysis
- h. Analysis of future retail space requirements in relation to the retail market analysis, the market’s growth potential and trends in the retail industry
- i. Continued engagement of the 30 retail prospects targeted for recruitment over one-year engagement
- j. Updates provided on retail industry trends
- k. Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

B. Update Boots on the Ground Analysis

- a. Identify/Evaluate/Catalog priority commercial properties for development, re-development and higher and best use opportunities
- b. Identification of priority business categories for recruitment and/or local expansion
- c. Perform competitive analysis of existing shopping centers and retail corridors
- d. Active outreach to local brokers and landowners

C. Continued Retail Recruitment

1. Pro-active retail recruitment for targeted zones
2. Will contact a minimum of 30 retailers, restaurants, brokers and/or developers
3. Updates on new activity will be provided to Client’s designated primary point of contact (Sec. II-A) via Basecamp, telephone, or email on a monthly and/or as needed basis
4. One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
5. ICSC conference representation- updates provided according to the yearly conference schedule

EXHIBIT B
DESIGNATED ACCOUNTS

The following list of retailers shall be deemed the initial list of Designated Accounts for purposes of the determining Success Fees referenced in Section 3 (Consulting Fee) of the Agreement.

- Marshalls
- Aldi
- Whataburger
- Panera
- Salad Station
- Panda Express
- Jersey Mike's
- Great American Cookie / Marble Slab
- Jimmy Johns
- Petsense
- Buc-ee's
- Lowes
- Great Wolf Lodge

Additional retailers can be added to Exhibit B, provided the Consultant delivers a written notice (the "Additional Retailer Notice") to the Client within thirty (30) days following the original outreach to an additional retailer, which shall include (at a minimum) the following information per each Additional Retailer to be added to this Exhibit B:

STATE OF LOUISIANA
CITY OF WEST MONROE

RESOLUTION NO. _____

MOTION BY: _____

SECONDED BY: _____

A RESOLUTION OF THE CITY OF WEST MONROE, LOUISIANA, TO REQUEST THE LOUISIANA BOARD OF COMMERCE AND INDUSTRY TAKE NO ACTION AND IMPOSE NO PENALTY FOR THE FAILURE OF NEIGHBORS, LLC TO SATISFY THE DECEMBER 31, 2021 EMPLOYMENT REQUIREMENTS FOR PROJECT EXPANSION NO. 1 FOR PARTICIPATION IN THE INDUSTRIAL TAX EXEMPTION PROGRAM AT WEST MONROE, OUACHITA PARISH, LOUISIANA BY NEIGHBORS, LLC (INDUSTRIAL AD VALOREM TAX EXEMPTION APPLICATION #20190093 - ITE); AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, Neighbors, LLC applied for and was granted an Industrial Tax Exemption (“ITE”); and

WHEREAS, Neighbors, LLC and the Louisiana Department of Economic Development agreed to certain terms and conditions regarding the requested ITE, and those were previously approved by the Ouachita Parish Police Jury, the City of West Monroe, the Ouachita Parish School Board, and the Ouachita Parish Sheriff; and

WHEREAS, Neighbors, LLC has not been able to timely meet their employment goals required to retain the ITE because of the effects of COVID on workforce hiring and related factors, and has requested an extension of time to meet the agreed employment goals; and

WHEREAS, the City of West Monroe acknowledges those effects and wishes to request the Louisiana Board of Commerce and Industry take no action and impose no penalty for the failure of Neighbors, LLC to satisfy the December 31, 2021 deadline to meet those employment goals.

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 upon consideration of the foregoing and the public discussion held this day, the City of West Monroe, Louisiana finds Neighbors, LLC has presented compelling evidence that the failure to timely attain the employment requirements of the exemption granted to it by the December 31, 2021 deadline are due to extraordinary matters beyond its control, and accordingly the City of West Monroe, Louisiana does hereby request the Louisiana Board of Commerce and Industry take no action and impose no penalty for that failure of Neighbors, LLC to timely satisfy the December 31, 2021 employment requirements for Project Expansion No. 1 for its participation in the Industrial Tax Exemption Program.

SECTION 2. BE IT FURTHER RESOLVED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that a copy of this resolution shall be forwarded to the Louisiana Board of Commerce and Industry and to the Louisiana Department of Economic Development.

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 12th day of April, 2022, voted on by yea and nay vote, passed and adopted, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 12TH DAY OF
APRIL, 2022

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

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

The following ordinance was offered by _____ and seconded by

_____:

ORDINANCE NO.

An ordinance authorizing the publication of a Notice of Intention to expand the boundaries of the West Monroe Economic Development District, State of Louisiana, and to levy the sales tax and hotel occupancy tax currently levied within the District in the new areas of the District; and providing for other matters in connection therewith.

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

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

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

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

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

NOW, THEREFORE, 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 the West Monroe Economic Development District, that:

SECTION 1. In accordance with the Act, the Governing Authority does hereby give notice of its intention to expand the boundaries of the District and levy the Taxes within the Expanded Area.

SECTION 2. The publication of the notice described in the recitals of this ordinance for the purposes set forth therein is hereby approved, and said notice is authorized and directed to be published two (2) times in the official journal of the City and the District.

SECTION 3. At the date, time and place set forth in said notice, as published, the Governing Authority will meet in open and public session to hear any objections to the proposed expansion of the boundaries of the District and the levy of the Taxes within the Expanded Area, and may consider the adoption of ordinance(s) expanding the boundaries of the District and levying the Taxes within the Expanded Area.

SECTION 4. This Governing Authority finds and determines that a real necessity exists for the employment of special counsel on matters related to the expansion of the boundaries of the District, and accordingly, Foley & Judell, L.L.P., of New Orleans, Louisiana, is hereby employed as special counsel for said purpose. No compensation shall be due said special counsel for rendering such services unless otherwise approved by this Governing Authority.

SECTION 5. The Mayor and the City Clerk are hereby authorized and empowered to do all acts, sign any and all instruments or documents, and do all things necessary and proper in order to carry out the purposes of this ordinance.

This ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

ABSTAINING:

And the ordinance was declared adopted on this, the 12th day of April, 2022.

/s/

City Clerk

/s/

Mayor

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 expanding the District to include the boundaries set forth below (the “Expanded Area”):

[TO BE INSERTED]

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, May 10, 2022, at 6:30 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.

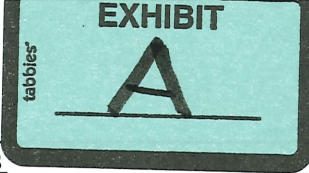
STATE OF LOUISIANA

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 April 12, 2022, authorizing the publication of a Notice of Intention to expand the boundaries of the West Monroe Economic Development District, State of Louisiana, and to levy the sales tax and hotel occupancy tax currently levied within the District in the new areas of the District; and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature on this, the 12th day of April, 2022.

City Clerk



| | <u>OWNER NAME</u> | <u>ADDRESS</u> | <u>ASSESSOR #</u> | <u>Business (for ease of identification only)</u> |
|----|--|--|-------------------|---|
| 1 | JAYLOR HOLDINGS I, LLC BISHOP RANCH 8 | 100 THOMAS RD | 2650 | BURGER KING |
| 2 | FOSTER BAYOU RESOURCES LP | 105 THOMAS RD | 40272 | formerly GRANDYS |
| 3 | DELTA LAND COMPANY | 107 THOMAST D | 40098 | CAPTAIN D'S RESTURANT |
| 4 | GITTER, MICHAEL & GITTER, LISA ALEXANDER | 109 THOMAS RD | 41933 | WENDY'S |
| 5 | MPT OF WEST MONROE, LLC | Portion of 102 THOMAS RD located within 225 ft of the west right-of-way of Thomas Rd | 2649 | Portion of GRMC Mall parking |
| 6 | IASIS GLENWOOD REGIONAL MEDICAL | 198 THOMAS RD | 110557 | formerly McALISTERS |
| 7 | MCDONALD'S CORP | 202 THOMAS RD | 40945 | MCDONALD'S |
| 8 | CHICK-FIL-A INC | 203 THOMAS RD | 40339 | CHICK-FIL-A |
| 9 | CHICK-FIL-A, INC | 911 GLENWOOD DR | 102936 | CHICK-FIL-A |
| 10 | GEORGE, ALEX & JIMMIE | 204 THOMAS RD | 15116 | SUBWAY |
| 11 | TAYLOR-BELL PROPERTIES LLC | 205 THOMAS RD | 67610 | former FIVE GUY'S BURGERS |
| 12 | AASJ PROPERTIES LLC | 206 THOMAS RD | 82709 | RAISING CANE'S |
| 13 | SOVEREIGN INCOME HOLDINGS LLC | 210 THOMAS RD | 85181 | POPEYE'S CHICKEN |
| 14 | HAMER REAL ESTATE HOLDINGS III LLC | 212 THOMAS RD | 75183 | TACO BELL |
| 15 | KANG FAMILY TRUST | 901 GLENWOOD DR | 73124 | KFC |
| 16 | RACETRAC PETROLEUM INC | 300 THOMAS RD | 73089 | RACETRAC PETROLEUM |
| 17 | WAFFLE HOUSE, INC | 308 THOMAS RD | 94040 | WAFFLE HOUSE |
| 18 | BJET, LLC ET AL | 407 THOMAS RD | 34878 | U-PAK-IT CITGO, ET AL. |
| 19 | D L ROGERS CORP | 409 THOMAS RD | 54731 | SONIC DRIVE INN |
| 20 | HARRIS, HASKELL G & NORMA | 413 THOMAST RD | 50421 | HASKELL'S DONUTS |
| 21 | COLE CK PORTFOLIO III LLC | 503 THOMAS RD | 6854 | CIRCLE K, et al |
| 22 | ROSENBELL INC | 528 THOMASR RD | 134611 | ARBY'S |
| 23 | ABI INVESTMENTS LLC | 3112 CYPRESS ST | 13876 | CHICKEN EXPRESS |
| 24 | REBEL INVESTMENTS LLC | 811 SPLANE DR | 40298, 124680 | NEWKS |
| 25 | ROBINSON ESTATE AND INVESTMENTS LLC | 1412 RIDGE AVE | 41383 | formerly SMALLCAKE'S CUPCAKERY |
| 26 | BLANCHARD GROVE PROPERTIES LLC | 3426 CYPRESS ST | 106630 | CHURCH'S CHICKEN |
| 27 | CYPRESSWAL, LLC | 810 SPLANE DR | 108217 | PODNUHS BBQ |
| 28 | WM BLANCHARD LLC | 120 BLANCHARD ST | 56157 | THE PLATTER |
| 29 | WM BLANCHARD LLC | 150 BLANCHARD ST | 56157 | HIBACHI GRILL SUSHI & BUFFET |
| 30 | WM BLANCHARD LLC | 178 BLANCHARD ST | 56157 | THE CREAMERY |
| 31 | KHOUGAZ MARITAL TRUST IHOP 3160 | 202 BLANCHARD ST | 111991 | IHOP |
| 32 | 168 BLANCHARD PLAZA LLC | 203 BLANCHARD ST, STE A, B, C | 101386 | CAFÉ RAWZ |
| 33 | 168 BLANCHARD PLAZA LLC | 207 BLANCHARD ST, STE 1, 2 | 111536 | HENDRIXON CORNER COFFEEHOUSE, ET AL |
| 34 | 168 BLANCHARD PLAZA LLC | 207 BLANCHARD, ST STE 10 | 115612 | NUTRITION ZONE |
| 36 | DL ROGERS CORP. A. TEXAS CORPORATION | 3000 CYPRESS | 41786 | SONIC DRIVE-IN |
| 37 | MOUND PLACE REALTY LLC | 3212 CYPRESS ST, STE 1 | 39665 | SMOOTHIE KING |
| 38 | BLANCHARD GROVE PROPERTIES 3 LLC | 3414 CYPRESS ST | 133022 | PJ'S COFFEE |
| 39 | BLANCHARD GROVE PROPERTIES LLC | 3426 CYPRESS ST, STE 07 | 45222 | MI CASA GRANDE |
| 40 | BLANCHARD GROVE PROPERTIES LLC | 3426 CYPRESS ST, STE 11 | 45222 | EASTERN CHINESE RESTURANT |
| 41 | BLANCHARD GROVE PROPERTIES LLC | 3426 CYPRESS ST, STE 14-1 | 45222 | CRAWFISH CITY |
| 42 | BLANCHARD GROVE PROPERTIES LLC | 3426 CYPRESS ST, STE 14-2A | 45222 | TOKYO JAPANESE STEAK HOUSE |
| 43 | BLANCHARD GROVE PROPERTIES LLC | 3426 CYPRESS ST, STE 19 | 106630 | CHURCH'S CHICKEN |
| 44 | TACO BANDIDO OF WEST MONROE LLC | 3606 CYPRESS ST | 40151 | TACO BANDIDO |
| 45 | CHAMCO INC | 3623 CYPRESS ST, STE B | 109042 | EL JARRITO MEXICAN GRILL |
| 46 | BELL LANE INVESTMENTS LLC | 222 BELL LN, STE 8 | 41888 | formerly COUNTER CULTURE |
| 47 | BG COMMERCIAL PROPERTY, LLC | 200 BELL LN, STE A | 18401 | LIFESTYLE NUITRITION |
| 48 | FELKER, ERIC & FELKER, SANDRA | 701 MCMILLAN RD, | 105547 | McALISTER'S |
| 49 | DKM INVESTMENTS, LLC | 703 MCMILLAN RD | 114002 | ESKAMOE'S |

STATE OF LOUISIANA
CITY OF WEST MONROE

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

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

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

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

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

NOW, THEREFORE:

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

SECTION 2. The above ordinance was introduced on March 8, 2022, in legal session convened; notice of this ordinance was published three times in fifteen (15) days, one week apart, as required by R.S. 33:4711; no opposition being filed, it is considered by sections, voted on by yeas and nays vote, passed and adopted in legal session convened this 12th day of April, 2022, with the final vote being as follows:

YEA: _____
NAY: _____

NOT VOTING:_____

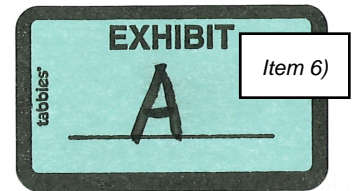
ABSENT:_____

ATTEST:

APPROVED THIS 12TH DAY OF
APRIL, 2022

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

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



LEASE

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

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

hereinafter referred to as "CITY", and

JEFFREY SCOTT GWIN
107 Avant Street
West Monroe, LA 71291

hereinafter referred to as "TENANT".

WITNESSETH:

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

104 Royal Avenue (portion only)

Lot 16 of West Monroe Commercial Center in Section 46, Township 18, Range 3 East, West Monroe, Ouachita Parish, Louisiana, as per plat of record in Plat Book 11, page 123, records of Ouachita Parish, Louisiana (acquired by City in Conveyance Book 2654, page 237)

This Lease is made for a term of three (3) years, commencing on the 15th day of April, 2022, and ending on the 14th day of April, 2025, and thereafter shall automatically renew for consecutive periods of one (1) year unless either CITY or TENANT notify the other in writing more than 30 days prior to expiration of the then existing term, or unless otherwise terminated under the provisions of this Lease.

The cause and consideration of this Lease shall be the payment of an initial payment of ONE HUNDRED FIFTY AND NO/100 (\$150.00) DOLLARS to offset the initial costs incurred by CITY, plus the payment of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS per year, which shall be paid in advance of each lease year, together with the TENANT during the term of

this Lease, keeping and maintaining the leased premises free from obnoxious weeds or grasses, and maintaining the leased premises in a clean and litter-free condition. TENANT shall not construct any permanent structures, buildings, or other appurtenances upon the subject property other than approved fencing, all of which shall be removed at the termination of this Lease.

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

TENANT shall comply with and abide by all federal, state and city laws, rules, and regulations including without limitation all environmental laws and regulations, and shall particularly comply with these provisions and restrictions on Exhibit "A".

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

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

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

CITY:

Name Mayor, City of West Monroe, Louisiana
 Address 2305 North 7th Street
 West Monroe, LA 71291

Tenant:

Name JEFFREY SCOTT GWIN
 Address 107 Avant Street
 West Monroe, LA 71291

TENANT shall have the right to cancel this Lease at any time during the primary term or any extended term upon one-hundred eighty (180) written notice to the CITY.

THUS DONE AND SIGNED, before me, Notary, and the undersigned competent witnesses, in Ouachita Parish, State of Louisiana in duplicate original, this ____ day of _____, 2022.

WITNESSES:

CITY OF WEST MONROE, LOUISIANA

Printed Name: _____

BY: _____

STACI ALBRITTON MITCHELL, Mayor

Printed Name: _____

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

THUS DONE AND SIGNED, before me, Notary, and the undersigned competent witnesses, in Ouachita Parish, State of Louisiana in duplicate original, this ____ day of _____, 2022.

WITNESSES:

TENANT

Printed Name: _____

JEFFREY SCOTT GWIN

Printed Name: _____

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

Exhibit
"A"
Restrictions on Use

Recitals

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"¹), 42

U.S.C. § 5121 et seq., identifies the use of disaster relief funds under § 5170c, Hazard Mitigation - Grant Program, including the acquisition and relocation of structures in the floodplain;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

Whereas, Louisiana has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency and has entered into a mitigation grant program Grant Agreement dated September 21, 2016 with FEMA and herein incorporated by reference, making it a mitigation grant program grantee;

Whereas, the Property is located in Ouachita Parish, and the City of West Monroe participates in the National Flood Insurance Program *and* is in good standing with NFIP as of the date of the Deed;

Whereas, the City, acting by and through the City of West Monroe, has applied for and been awarded federal funds pursuant to an agreement with Louisiana dated December 11, 2018 ("State-Local Agreement¹"), and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80., the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Hazard Mitigation Grant Program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to all Property acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:
 - a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow

evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

- b. Structures. No new structures or improvements shall be erected on the Property other than:
 - i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
 - ii. A public rest room; or
 - iii. A structure that is compatible with open space and-conserves the natural function of the floodplain; including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins. Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be flood proofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.
- c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.
- d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.
 - i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.
 - ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.
 - iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:
 - a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or
 - b) At the time of title transfer, the Grantee shall refrain such conservation

easement, and record it with the deed.

- iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.
- 2. Inspection. FEMA, its representatives and assigns including the state or tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.
- 3. Monitoring and Reporting. Every three years, the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.
- 4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:
 - a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.
 - i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
 - ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:
 - a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.
 - b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or
 - c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.
- 5. Amendment. This agreement may be amended upon signatures of FEMA, the state, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

STATE OF LOUISIANA
CITY OF WEST MONROE

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

A RESOLUTION AUTHORIZING THE APPOINTMENT OF MELODY OLSON TO THE CITY OF WEST MONROE MUNICIPAL PLANNING COMMISSION, FOR A TERM EXPIRING MARCH 1, 2027, AND FURTHER PROVIDING WITH 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 Municipal Planning Commission by the Mayor for the term shown is hereby authorized, all as set forth as follows, to-wit:

| | |
|--------------------|--------------------------|
| <u>APPOINTMENT</u> | <u>FOR TERM EXPIRING</u> |
| Melody Olson | March 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 12th day of April, 2022, voted on by yea and nay vote, passed and adopted, the final vote being as follows:

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

APPROVED THIS 12TH DAY OF
APRIL, 2022

| | |
|---|---|
| _____ RONALD S. OLVEY, CITY CLERK CITY OF WEST MONROE STATE OF LOUISIANA | _____ STACI ALBRITTON MITCHELL, MAYOR CITY OF WEST MONROE STATE OF LOUISIANA |
|---|---|

STATE OF LOUISIANA
CITY OF WEST MONROE

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

A RESOLUTION AUTHORIZING THE APPOINTMENT OF MARION “BEE” MEADOWS TO THE CITY OF WEST MONROE BOARD OF ADJUSTMENTS, FOR A TERM EXPIRING MARCH 1, 2027, AND FURTHER PROVIDING WITH 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 Board of Adjustments by the Mayor for the unexpired term shown is hereby authorized and approved:

| | |
|----------------------|--------------------------|
| <u>APPOINTMENT</u> | <u>FOR TERM EXPIRING</u> |
| Marion “Bee” Meadows | March 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 12th day of April, 2022, voted on by yea and nay vote, passed and adopted, the final vote being as follows:

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

ATTEST:
APPROVED THIS 12TH DAY OF
APRIL, 2022

| | |
|---|---|
| _____ RONALD S. OLVEY, CITY CLERK CITY OF WEST MONROE STATE OF LOUISIANA | _____ STACI ALBRITTON MITCHELL, MAYOR CITY OF WEST MONROE STATE OF LOUISIANA |
|---|---|

STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____ MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO ENLARGE THE CORPORATE LIMITS OF THE CITY OF WEST MONROE, LOUISIANA PURSUANT TO R. S. 33:171 ET SEQ., BY ANNEXING TERRITORY CONSISTING OF A TRACT LOCATED AT 177 GOOD HOPE ROAD, AND WHICH PROPERTY IS OWNED BY RICHARD THOMAS TONNESON, SAID TERRITORY BEING CONTIGUOUS TO THE EXISTING BOUNDARIES OF THE MUNICIPALITY; TO RETAIN ANY LAWS OR ORDINANCES NOT REPUGNANT HERETO AND NOT SPECIFICALLY REPEALED HEREIN; AND TO PROVIDE THAT IF ANY SUB-SECTION, ARTICLE, CLAUSE, SENTENCE, PHRASE, OR PART, OR APPLICATION OF THIS ORDINANCE FOR ANY REASON SHOULD BE FOUND UNCONSTITUTIONAL OR INVALID, NO OTHER PARTS AND/OR APPLICATIONS THEREOF SHALL BE AFFECTED.

WHEREAS, Louisiana Revised Statutes of 1950, Title 33, Section 171 et seq., as amended, provides for the procedure for annexation of territory into the corporate limits of a municipality; and,

WHEREAS, by Ordinance Number 1646, adopted June 14, 1977, now codified in Sec. 1-2002 and 1-2003 of the Code of Ordinances of the City of West Monroe, Louisiana, adopted by reference the provisions of R.S. 33:171 et seq., as amended from time to time by the Louisiana Legislature, in addition to vesting certain authority pertaining thereto in the Planning Commission of the City of West Monroe, Louisiana; and,

WHEREAS, there has been compliance with the procedure required by R.S. 33:171 et seq., as amended, and Ordinance Number 1646 of the City of West Monroe, including but not limited to the following:

- a) A Petition (see Exhibit "1") has been presented to the Mayor and Board of Aldermen of the City of West Monroe, Louisiana by Richard Thomas Tonneson, requesting that property owned by petitioner and located at 177 Good Hope Road, West Monroe, Louisiana, which property is owned by Richard Thomas Tonneson, said property being contiguous to the existing boundaries of the City of West Monroe, Louisiana and consisting of acreage owned by Richard Thomas Tonneson (and more particularly shown by vicinity map attached hereto as Exhibit "2" and more particularly described in Exhibit "3" hereto) be annexed into the corporate limits of the City of West Monroe, Louisiana;
- b) A certificate of the Ouachita Parish Assessor is attached hereto as Exhibit "4" certifying that according to assessment for property taxes for 2022 for the property described in Exhibit "3" is owned by both a majority of the number of property owners and the owners of more than a majority in value of that property, and the total property tax assessment for parish taxes for 2022 is in the amount of \$15,310 of

which the amount of \$15,310 represents the value of property owned by the persons signing the petition for annexation;

- c) A certificate of the Ouachita Parish Registrar of Voters is attached hereto as Exhibit "5" certifying that according to the records of the Registrar of Voters there are no registered voters residing within the territory described in Exhibit "3";
- d) Proof of publication of the filing of the petition, as required by R.S. 33:172B, and of a public hearing by the West Monroe Planning Commission concerning that petition of Richard Thomas Tonneson for annexation is attached hereto as Exhibit "6";
- e) Pursuant to notice as evidenced by Exhibit "6", the West Monroe Planning Commission on the 21st day March, 2022, held a public hearing regarding said petition for annexation by Richard Thomas Tonneson, resulting in the recommendation to the West Monroe Board of Aldermen that the property described in Exhibit "3" be annexed into the corporate limits of the City of West Monroe, Louisiana;
- f) Pursuant to that notice required by law, the West Monroe Board of Aldermen on the 12th day of April, 2022, held a public hearing regarding said petition for annexation by Richard Thomas Tonneson.

WHEREAS, following said hearing by the Mayor and Board of Aldermen and after careful consideration of all recommendations, comments, and objects made at said hearing the Mayor and West Monroe Board of Aldermen declare that it is in the best interest of the City of West Monroe to annex into the corporate limits of the City of West Monroe the property described in Exhibit "3".

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 property owned by Richard Thomas Tonneson, and contiguous to the existing boundaries of the corporate limits and located in the vicinity as shown by the map attached hereto as Exhibit "2" and more particularly described in Exhibit "3" be annexed into the corporate limits of the City of West Monroe, Louisiana.

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 Mayor of the City of West Monroe, Louisiana, or her designee, be and they shall hereby be authorized to take all further actions and execute all further documents, resolutions and/or certifications as are required under R.S. 33:171, et seq., or other applicable law, as are necessary, proper or desirable, particularly including but not limited to the filing of the entire boundary of the municipality as changed in order that the annexation of property set forth above be effected at the earliest possible date.

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 all Ordinances or parts of Ordinances in conflict herewith hereby are repealed, but this repeal shall be only insofar as such Ordinances conflict and/or are inconsistent with this Ordinance; and all Ordinances or parts of Ordinances not inconsistent herewith shall continue in full force and effect.

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 the articles, paragraphs, sentences, clauses, and phrases of this Ordinances are deemed to be severable, and if any sub-section, article, clause, sentence, phrase, or part of this Ordinance shall be declared to be unconstitutional and/or invalid, such unconstitutionality and/or invalidity shall not affect any of the remaining articles, sentences, paragraphs, clauses or phrases which can be given effect without the unconstitutional and/or invalid provision(s).

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 12th day of April, 2022, with the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 12TH DAY OF
APRIL, 2022

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

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

ADDRESS: 177 GOOD HOPE ROAD
WEST MONROE, LOUISIANA

A certain tract or parcel of land situated in Section 26, Township 18 North, Range 3 East, Ouachita Parish, Louisiana, Land District North of Red River and being more particularly described as follows to wit:

Commencing at an existing 1 inch iron pipe marking the southeast corner of a 5.02 acre tract of land conveyed to Murry G. Streetman, et ux in that deed of record in Conveyance Book 1016, page 788, instrument number 685239, records of Ouachita Parish, Louisiana, with attached plat of survey by Alvin P. Andrews dated March 1, 1974, said point of beginning noted to be approximately 516 feet west of the west line of Good Hope Road, (formerly Old Mud Bridge Road) and being on the north right-of-way line of Arkansas Road; thence N 1°18'00" E, along a chain link fence and also along the easterly line of said 5.02 acre tract surveyed by Alvin P. Andrews and being the basis of bearing of the property herein described, a distance of 531.32 feet to a 1 inch iron rod for the Point of Beginning; Thence continue N 1°18'00" E along said fence and east line of Alvin P Andrews Survey, a distance of 176.80 feet to a 2 inch iron pipe and being the same pipe shown on the Andrews Survey; Thence N 1°11'44" E a distance of 203.77 feet to a ½ inch rebar; Thence S 79°14'54" E, a distance of 222.43 feet to a ½ inch rebar; Thence S 1°38'07" E, a distance of 127.97 feet to a ½ inch rebar; Thence S 84°41'23" E, a distance of 230.42 feet to a ½" rebar and the westerly right-of-way line of Good Hope Road; Thence S 1°42'42" E along said west right-of-way line of Good Hope Road, a distance of 234.77 feet to a ½ inch rebar; Thence N 84°30'14" W, a distance of 469.04 feet back to the Point of Beginning. Containing 3.17 Acres, more or less.

PETITION TO REQUEST ANNEXATION INTO THE CITY OF WEST MONROE

Owner: RICHARD THOMAS TONNESON

I am the owner of the property more particularly described as follows:

A certain tract or parcel of land situated in Section 26, Township 18 North, Range 3 East, Ouachita Parish, Louisiana, Land District North of Red River and being more particularly described as follows to wit:

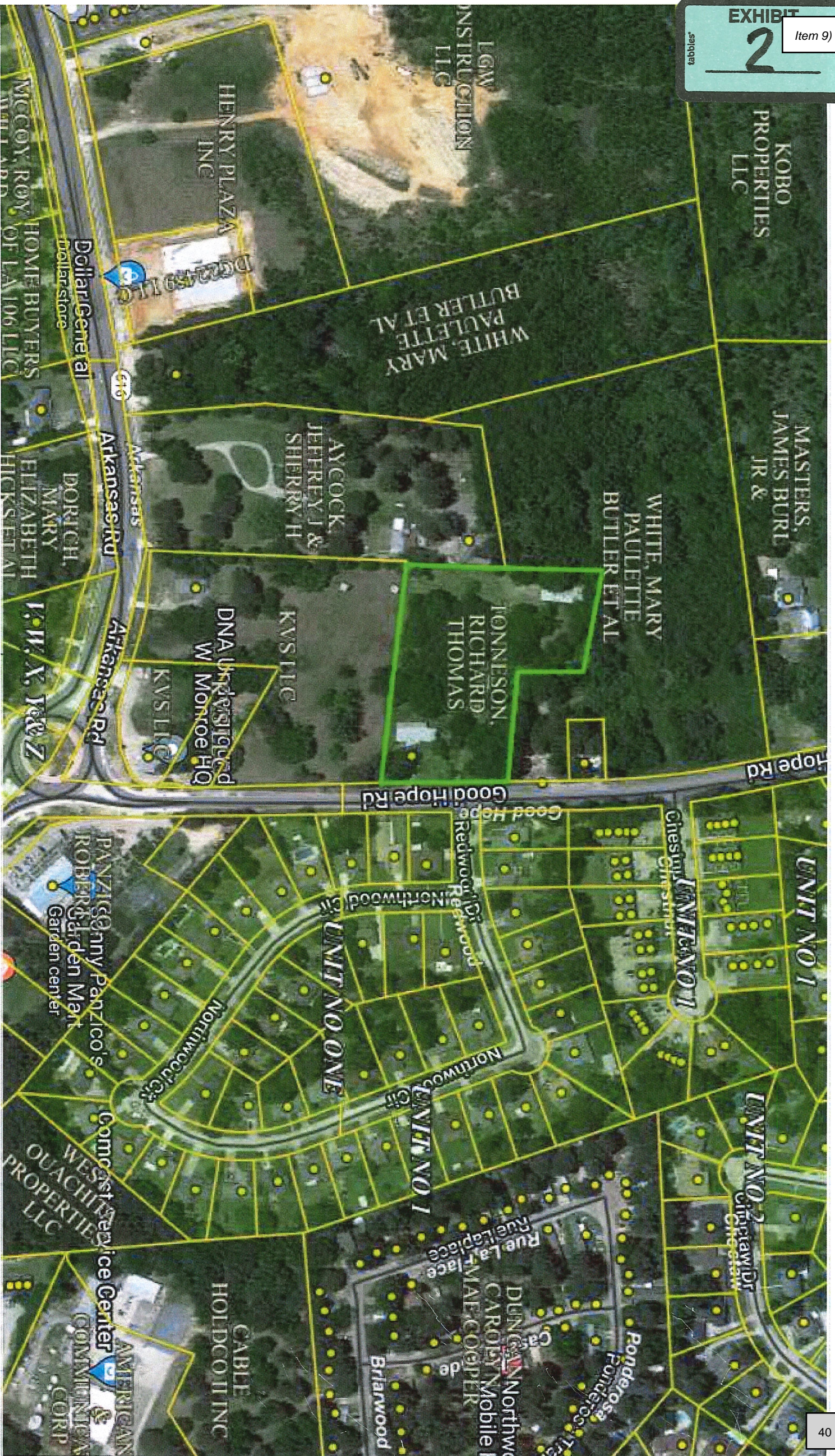
Commencing at an existing 1 inch iron pipe marking the southeast corner of a 5.02 acre tract of land conveyed to Murry G. Streetman, et ux in that deed of record in Conveyance Book 1016, page 788, instrument number 685239, records of Ouachita Parish, Louisiana, with attached plat of survey by Alvin P. Andrews dated March 1, 1974, said point of beginning noted to be approximately 516 feet west of the west line of Good Hope Road, (formerly Old Mud Bridge Road) and being on the north right-of-way line of Arkansas Road; thence N 1°18'00" E, along a chain link fence and also along the easterly line of said 5.02 acre tract surveyed by Alvin P. Andrews and being the basis of bearing of the property herein described, a distance of 531.32 feet to a 1 inch iron rod for the Point of Beginning; Thence continue N 1°18'00" E along said fence and east line of Alvin P Andrews Survey, a distance of 176.80 feet to a 2 inch iron pipe and being the same pipe shown on the Andrews Survey; Thence N 1°11'44" E a distance of 203.77 feet to a ½ inch rebar; Thence S 79°14'54" E, a distance of 222.43 feet to a ½ inch rebar; Thence S 1°38'07" E, a distance of 127.97 feet to a ½ inch rebar; Thence S 84°41'23" E, a distance of 230.42 feet to a ½" rebar and the westerly right-of-way line of Good Hope Road; Thence S 1°42'42" E along said west right-of-way line of Good Hope Road, a distance of 234.77 feet to a ½ inch rebar; Thence N 84°30'14" W, a distance of 469.04 feet back to the Point of Beginning. Containing 3.17 Acres, more or less.

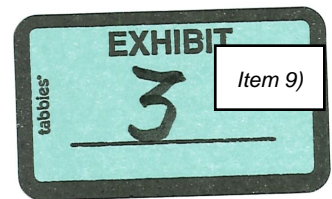
I do hereby petition for the forgoing described property to be annexed into the corporate limits of the City of West Monroe, Louisiana.

Effective the 2nd day of February, 2022.



RICHARD THOMAS TONNESON





ADDRESS: 177 GOOD HOPE ROAD
WEST MONROE, LOUISIANA

A certain tract or parcel of land situated in Section 26, Township 18 North, Range 3 East, Ouachita Parish, Louisiana, Land District North of Red River and being more particularly described as follows to wit:

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**CERTIFICATE OF THE
OUACHITA PARISH ASSESSOR ACCORDING TO
LOUISIANA R.S. 33:172 (ANNEXATIONS)**

The Assessor declares that she has examined the proposed annexation request dated March 29, 2022, by the municipality of the City of West Monroe for property referenced in the attached petition and does hereby certify that the petition represents a majority of the resident property owners in the proposed area and those assenting own at least 25% in value of the total assessed valuation, based upon the assessment rolls and homestead exemptions on file in the Parish Assessor's office.

I hereby certify that the valuation of the properties proposed for annexation is as follows:

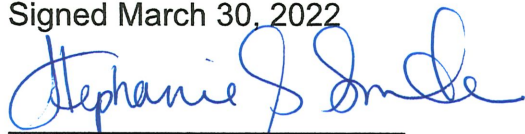
- PARCEL 1 - 20678
 - Owner: RICHARD THOMAS TONNESON
 - Legal: 3.17 ACS M/L IN SEC 26 T18N R3E, FROM SE COR OF A 5.02 ACS TRACT CONVEYED TO MURRY G STREETMAN ET UX, SAID POINT BEING APPROX 516 FT W OF W/L OF GOOD HOPE RD (FORMERLY OLD MUD BRIDGE RD & BEING ON N R/W LINE OF ARKANSAS RD, N1-18-00E 531.32 TO POB, N1-18-00E 176.80, N1-11-44E 203.77, S79-14-54E 222.43, S1-38-07E 127.97, S84-41-23E 230.42, S1-42-42E 234.77, N84-30-14W 469.04 TO POB
 - Assessed Value: 15,310 (currently frozen with Special Assessment Level)

Total Assessed Value of ALL Property in Proposed Area: 15,310

Total Assessed Value of Petition Signatures owning property in the Proposed Area:
15,310 or 100%

There is 1 (one) resident property owner signing homestead exemption as of the current date in the area proposed for annexation. This signing owner represents 100% of property owners in the proposed area.

Signed March 30, 2022



STEPHANIE S. SMITH
Ouachita Parish Assessor

| Parcel Information | | | | Owner Information - ID:288635 | | |
|--|--------|-------------|-----------|--|--|--|
| Parcel: 20678 | | RPID: | 20678 | TONNESON, RICHARD THOMAS | | |
| Address: 177 GOOD HOPE RD | | | | 177 GOOD HOPE ROAD | | |
| Subdivision: Township 18 Range 03 Section 26 | | | | WEST MONROE LA 71291 | | |
| Lot: | Block: | Acres: 3.17 | | <div>Assessment Information</div> <div>Homestead: Yes</div> <div>Land Assessed:3,170</div> <div>Imp. Assessed:12,140</div> <div>Total Assessed:15,310</div> <div>Homestead Exemption:7,500</div> <div>Taxable Assessed:7,810</div> | | |
| Section: 26 Township:18 Range:03 | | | 7 | | | |
| Tax District: 05 | | | WARD FIVE | | | |
| Tax Status: Real Estate | | | | | | |
| | | | | | | |

| | | Assessment Items | | | | | |
|-------|---------------------|------------------|----------|--------------|----------------|--------------|--|
| Class | Description | Card | Quantity | Market Value | Assessed Value | HS Exemption | |
| 3260 | Residential acreage | | 3.17 | 31,700 | 3,170 | Yes | |
| 4000 | Single Family Res | 1 | 1.00 | 121,400 | 12,140 | Yes | |

Legal Description:
3.17 ACS M/L IN SEC 26 T18N R3E, FROM SE COR OF A 5.02 ACS TRACT CONVEYED TO MURRY G STREETMAN ET UX, SAID POINT BEING APPROX 516 FT W OF W/L OF GOOD HOPE RD (FORMERLY OLD MUD BRIDGE RD & BEING ON N R/W LINE OF ARKANSAS RD, N1-18-00E 531.32 TO POB, N1-18-00E 176.80, N1-11-44E 203.77, S79-14-54E 222.43, S1-38-07E 127.97, S84-41-23E 230.42, S1-42-42E 234.77, N84-30-14W 469.04 TO POB

| Transfers | | | | | | | | |
|-----------|-----------|--------------------------|------|------|------------|-----------|---------|--|
| Year | Date | Grantee | Book | Page | Instrument | Deed Type | Amount | |
| 2021 | 7/14/2021 | TONNESON, RICHARD THOMAS | 2665 | 679 | 01831481 | CASH DEED | 200,000 | |

Information provided by Stephanie Smith, AAS, Ouachita Parish Assessor, PO Box 1127 Monroe LA 71201.
This information is given without recourse or warranty. This service is for your convenience only.



City of West Monroe

Office of the City Attorney

2001 North 7th Street, West Monroe, LA 71291
(318) 388-1000 FAX (318) 388-1002

March 29, 2022

Stephanie Smith, Ouachita Parish Assessor
Ouachita Parish Courthouse
301 South Grand Street
Monroe, LA 71201
By email
Original by US Mail

RE: Annexation/Richard Thomas Tonneson

Dear Stephanie:

I need to get your "standard" annexation information/response for an annexation into the City of West Monroe. Attached is the Petition For Annexation I will attach to my Ordinance. This is for our meeting on Tuesday, April 12, 2022 and if possible I'd like to receive it by April 8, 2022.

I appreciate your assistance.

Very truly yours,


DOUGLAS C. CALDWELL

Attach: Copy of Petition To Annex
Area map showing location

DCC/sw

C:\Users\Shannon\Dropbox\CITY\ANNEXATIONS\2022\Tonneson, Richard Thomas - Annexation of 177 Good Hope Road (3.17 ac)\ltr to Assessor's Office 3-25-22.wpd

PETITION TO REQUEST ANNEXATION INTO THE CITY OF WEST MONROE

Owner: RICHARD THOMAS TONNESON

I am the owner of the property more particularly described as follows:

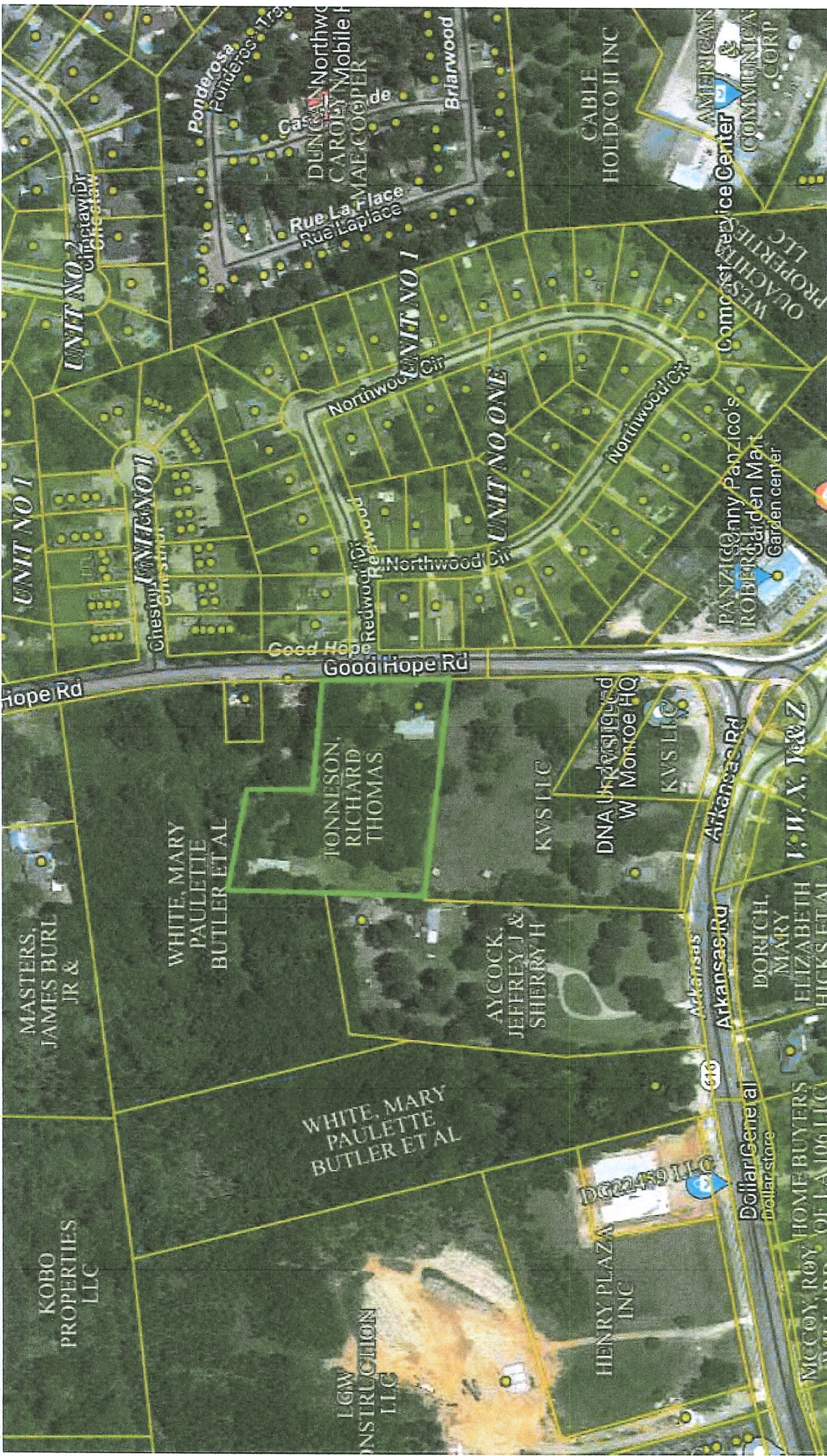
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I do hereby petition for the forgoing described property to be annexed into the corporate limits of the City of West Monroe, Louisiana.

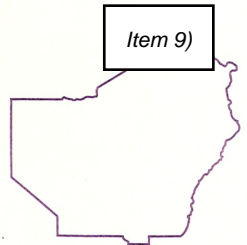
Effective the 2nd day of February, 2022.


RICHARD THOMAS TONNESON





Christa R. Medaries, CEF
REGISTRAR OF VOTERS
PARISH OF OUACHITA
1650 DESIARD STREET, SUITE 125
MONROE, LOUISIANA 71201



Telephone (318) 327-1436
Fax (318) 327-1337



CERTIFICATE

I, Isabelle W. Butler, Registrar of Voters for Ouachita Parish, Louisiana, do hereby certify that according to the records of the Registrar of Voters for Ouachita Parish, Louisiana, there are no registered voters residing at 177 Good Hope Rd, proposed for the annexation into the city of West Monroe, Louisiana.

MONROE, LOUISIANA, THIS 30, DAY OF MARCH 2022.

ISABELLE W. BUTLER, REGISTRAR OF VOTERS
OUACHITA PARISH, LOUISIANA

Bids shall be accepted only from Contractors who attend the Pre-bid Conference.

The Owner reserves the right to reject any and all bids.

OUACHITA PARISH SCHOOL BOARD

JERRY HICKS, PRESIDENT

ATTEST:

Dr. Don Coker, ED.D

3/3,3/10,3/17

PUBLIC NOTICE

NOTICE is hereby given that the Planning Commission of the City of West Monroe will meet in legal session on Monday, March 21, 2022, at 5:00 p.m. in the Council Chambers at West Monroe City Hall, 2305 North 7th Street, West Monroe, Louisiana, to review the following:

ANNX-22-60000001

Richard T. Tonneson

177 Good Hope Road

Parcel: R20678

Requesting: Annexation into the West Monroe City Limits. Sec. 1-2003.

ZC-22-45000002

Richard T. Tonneson

177 Good Hope Road

Parcel: R20678

Requesting: Zone Change from O-L (Open Land) to B-3 (General Business) District per Sec. 12:5016.

RESUB-22-55000002

Traditions on Trenton LLC

306 Trenton Street, 308 Trenton St, 207 Commerce St, 209 Commerce St

Parcels: R36563

Requesting: Sellers Re-subdivision of Lots 4 & 5 of Block B of the Town of West Monroe per Sec 12:2002.

Continuing General Discussion of Zoning Districts, Zoning Definitions and Zoning Code Uses (Uses By Right, Uses Requiring Planning Approval, Uses Requiring Planning Approval/Special Exception). Focusing on B-3 (General Business) District.

The public is invited to attend.

3/3,3/10,3/17

PUBLIC NOTICE

The Franklin Parish Police Jury will be accepting Proposals for a Grant Administration in relation to the American Rescue Plan Act funds. Proposals must be marked sealed as specified in the request package and received by Friday, March 25, 2022 by 4:00 p.m. A Request for Proposal package may be obtained by emailing samwiggins@fppj.org or by contacting our office at 6558 Main Street, Winnsboro 318-435-9429. Monday - Friday 7:30 a.m. - 4:30 p.m.

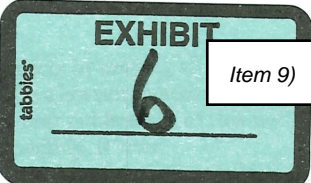
2/24,3/3,3/10,3/17,3/24

NOTICE OF INTEREST

This notice is out of necessity for the establishment of a perfected interest in the Estate identified herein. The BETTY J WILSON, Estate, hereinafter "DEBTOR" Bond registration Department of Homeland Security file number XXXXX7819, Federal Reserve, federal insurance, and Treasury account number ending in xxx1530, is a commercial transmitting utility for transmitting life energy into a valuable form cognizable in commerce. The grantor, beneficiary, heir and General Executrix Wilson, J Betty, a woman, hereinafter "Creditor" has a first priority secured interest in the Debtor's property by private agreement in the amount of thirty-three billion dollars (\$33,000,000,000.00). As of the date of this publishing, no person, natural or artificial, has presented a superior claim of interest in the DEBTOR's Estate incl. but not limited to personal and real property, chattels and entitlement rights of the Estate assets and securities to Creditor. The last known residence address of the DEBTOR Estate as certified on the certificate of title is the 100 E. Madison Ave. Bastrop, LA 71220. All DEBTOR's labor/energy, and every product created therefrom, whether past, present, or future are indentured by private agreement. All products of DEBTOR's labor including but not limited to property acquired by gift, agreement, wage and/or sale in DEBTOR's NAME. All means "everything" real and personal which DEBTOR has both in possession and not in possession as an equitable interest.

Personal Tangible and Intangible Property

All: Bank accounts, credit accounts, deposit accounts, securities accounts, investment accounts, derivatives, derivative accounts, government accounts, government subdivision accounts, government municipality ac-



300 Saint John Street, Room 102
Monroe, LA 71201
318-329-1280
3/17

NOTICE

Parcel No. 53448

Peter Glen Mulhearn, Jr.

Michele Mulhearn Crow

Lavell Stacy

THIS NOTICE BY PUBLICATION RIGHTS OR INTEREST IN THE PROPERTY LOCATED MONROE, LOUISIANA OPERATION OF LAW IF YOU DO NOT ACCORDANCE WITH LAW:

Legal Description: LOT 8 SQ 19 U

No Municipal Address: Located on

Tax sale title to the above described

pay taxes. You have been identified as in this property.

Your interest in the property will be property by making all required payment or file a lawsuit in accordance with law the first publication of this notice, or ownership, if later.

Ouachita Parish Tax Collector

300 Saint John Street, Room 102

Monroe, LA 71201

318-329-1280

3/17

MINUTES OF REGULAR MEETING
TOWN OF STERLINGTON
MAYOR AND BOARD OF ALDERMEN
STERLINGTON, LOUISIANA
6:30 P.M. TUESDAY, JANUARY 25
TOWN HALL COUNCIL MEETING
CALL TO ORDER/ROLL CALL

Mayor Caesar Velasquez called the meeting to order. Matt Talbert, Ron Hill, Brian McCart meeting was Zack Howse. A quorum was present. INVOCATION AND PLEDGE OF ALLEGIANCE. Mayor Caesar Velasquez gave the Pledge of Allegiance.

GUESTS

Guests in attendance were Peggy Breen, J-Rob Breen, Emma Tatum, L. Keys, Deacon Keys, Cody Keys, Zeiler.

Town Personnel in attendance were Town Attorney Devin Jones.

REPORTS

Alderman Matt Talbert and Mayor of Transportation plans on the turnpike 165. They will be contacting the area about this.

Matt Talbert reported having spent the morning with Mr. Talbert said sent his son to school.

STUDENT OF THE MONTH AWARDS

Peggy Sullivan introduced the Student of the Month Awards. Each one with an award. Deacon Keys School; Leah Baker a 6th grade student; 7th grade; Cameron Johns, 8th grade; Sterlington High School.

PUBLIC COMMENTS

The mayor read the Public Comments. He read each item listed on the agenda.

There were no comments or questions.

UNFINISHED BUSINESS

The Ouachita CITIZEN

www.ouachitacitizen.com

4423 Cypress Street, West Monroe, LA 71291 • Phone (318) 396-0602 • Fax (318) 396-0900

AFFIDAVIT Proof of Publication

I certify that the attached notice was published in
The Ouachita Citizen, a weekly newspaper and the official
legal journal of Ouachita Parish, Louisiana, in the issue/s of:

Feb 17, 24, March 3, 2022

Signed by: 

Sworn and subscribed before me, this 3 day of
March, 2022


Notary Public #33912
Devin Todd Jones

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 A TRACT 177 GOOD HOPE ROAD, WEST MONROE, LOUISIANA, AS MORE PARTICULARLY DESCRIBED ON THE ATTACHED EXHIBIT “A”, PURSUANT TO THE APPLICATION OF RICHARD T. TONNESON, SO AS TO RE-ZONE SAID PROPERTIES FROM AN O-L (OPEN LAND) DISTRICT TO A B-3 (GENERAL BUSINESS) DISTRICT; 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 177 Good Hope Road, West Monroe, Louisiana, as more particularly described on the attached Exhibit

"A", from an O-L (Open Land) District to a B-3 (General Business) District, pursuant to the application of Richard T. Tonneson.

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 12th day of April, 2022, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 12TH DAY OF
APRIL, 2022

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

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

EXHIBIT "A"

ADDRESS: 177 GOOD HOPE ROAD
WEST MONROE, LOUISIANA

A certain tract or parcel of land situated in Section 26, Township 18 North, Range 3 East, Ouachita Parish, Louisiana, Land District North of Red River and being more particularly described as follows to wit:

Commencing at an existing 1 inch iron pipe marking the southeast corner of a 5.02 acre tract of land conveyed to Murry G. Streetman, et ux in that deed of record in Conveyance Book 1016, page 788, instrument number 685239, records of Ouachita Parish, Louisiana, with attached plat of survey by Alvin P. Andrews dated March 1, 1974, said point of beginning noted to be approximately 516 feet west of the west line of Good Hope Road, (formerly Old Mud Bridge Road) and being on the north right-of-way line of Arkansas Road; thence N 1°18'00" E, along a chain link fence and also along the easterly line of said 5.02 acre tract surveyed by Alvin P. Andrews and being the basis of bearing of the property herein described, a distance of 531.32 feet to a 1 inch iron rod for the Point of Beginning; Thence continue N 1°18'00" E along said fence and east line of Alvin P Andrews Survey, a distance of 176.80 feet to a 2 inch iron pipe and being the same pipe shown on the Andrews Survey; Thence N 1°11'44" E a distance of 203.77 feet to a ½ inch rebar; Thence S 79°14'54" E, a distance of 222.43 feet to a ½ inch rebar; Thence S 1°38'07" E, a distance of 127.97 feet to a ½ inch rebar; Thence S 84°41'23" E, a distance of 230.42 feet to a ½" rebar and the westerly right-of-way line of Good Hope Road; Thence S 1°42'42" E along said west right-of-way line of Good Hope Road, a distance of 234.77 feet to a ½ inch rebar; Thence N 84°30'14" W, a distance of 469.04 feet back to the Point of Beginning. Containing 3.17 Acres, more or less.

EXHIBIT "A"

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WEST MONROE, LOUISIANA

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CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF WEST MONROE, LOUISIANA, TO EXECUTE A COMPREHENSIVE MAINTENANCE PROGRAM SERVICES AGREEMENT FOR CERTAIN SERVICES WITH STORER SERVICES, TO PROVIDE AIR CONDITIONING AND HEATING INSPECTION AND MAINTENANCE SERVICES AT THE WEST MONROE CONVENTION CENTER, AND OTHERWISE PROVIDING WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to execute on behalf of the City of West Monroe, Louisiana, a Comprehensive Maintenance Agreement with Storer Services, to provide certain air conditioning and heating inspection and maintenance services at the West Monroe Convention Center, a copy of which is attached as Exhibit “A”.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized to further negotiate the terms and provisions of that Comprehensive Maintenance Program Services Agreement regarding the extent of the equipment to be covered under the agreement and the service to be provided, the automatic renewal of its term of service, required arbitration, general terms and conditions and other provisions not significantly or materially increasing its cost; and thereafter to take any and all actions and to execute the agreement and any and all further documents he deems either necessary or proper to carry out the activities arising out of the agreement described above according to its terms and intent.

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 12th day of April, 2022, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

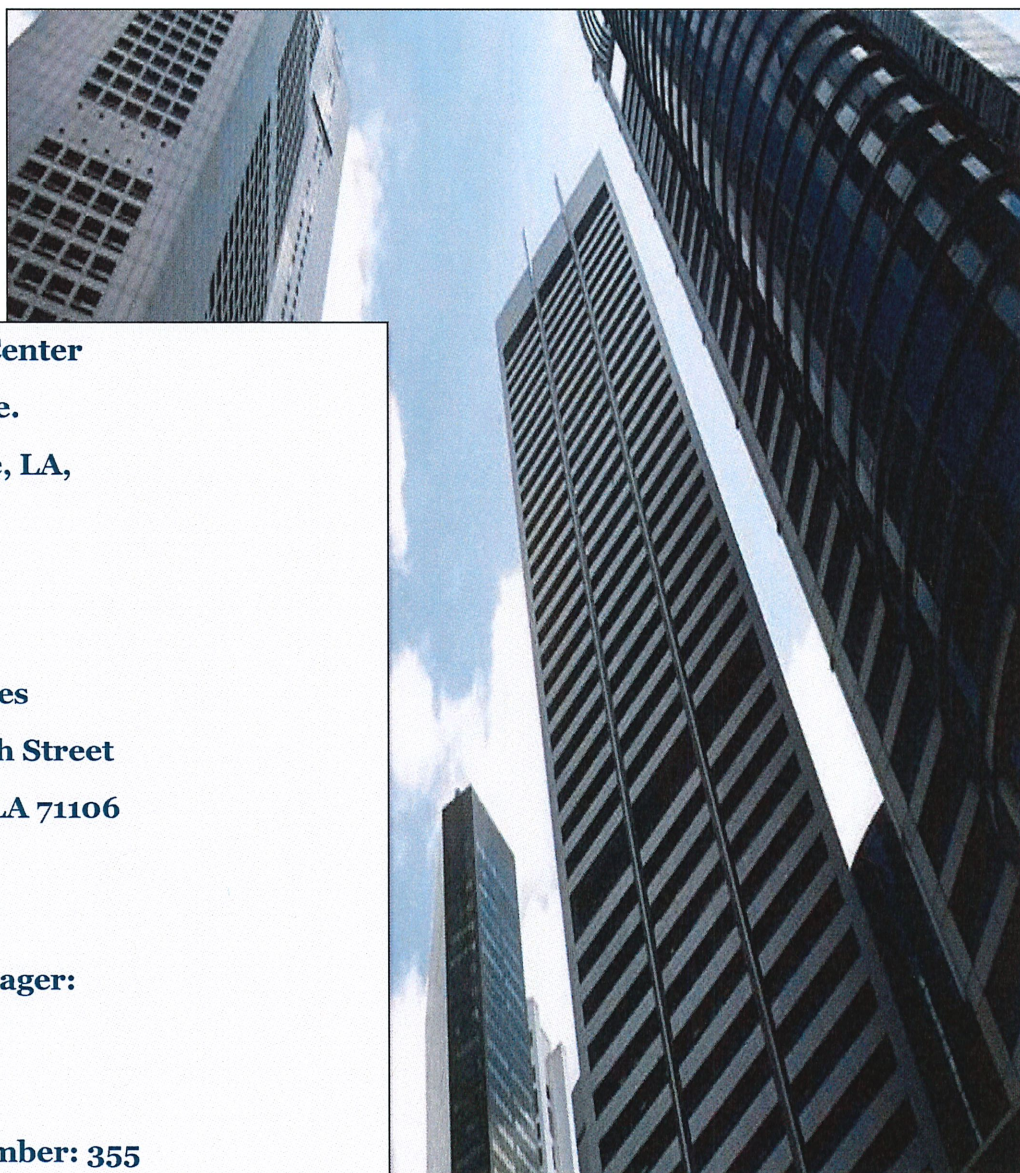
APPROVED THIS 12TH DAY OF
APRIL, 2022

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

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

STORER COMPREHENSIVE MAINTENANCE PROGRAM

Prepared for City of West Monroe



Convention Center
901 Ridge Ave.
West Monroe, LA,
71291

Storer Services
504 West 67th Street
Shreveport, LA 71106

Account Manager:
Daniel Bible

Proposal Number: 355
Date: March 23, 2022

Contractor License
LA 66407 AR 1052130
TACLA29157C
TX RMP39990
LA LMP3885

How We Work

Thank you for choosing Storer Services as your building mechanical systems service provider. At Storer, we are dedicated to working with you to ensure your building continues to serve the purpose of your organization. Our mission is to add value to your organization by performing our job well. Our program is based on three core concepts:

- We take a **systems approach**: Your building is a system made of various pieces of equipment. Traditional maintenance focuses on the equipment, largely ignoring how it operates as a part of the system.
- **Focusing on operations and maintenance (O&M)** –vs- the traditional approach of only focusing on the repair
- Deploying **preventive, predictive, and proactive maintenance strategies** in an integrated fashion –vs- the traditional method of focusing only on preventative maintenance.



Systems Approach

Shifting our thinking to an overall system approach to maintenance allows us to not only service your equipment more effectively, but ensures the system is operating as designed. Benefits of this approach include:

- Increasing equipment uptime
- Increasing reliability
- Creating a better working environment for your employees
- Extending equipment life
- Providing resources for capital needs
- Increasing asset value and maximizing return on assets
- Significantly reducing a building's energy, carbon footprint, and operating costs



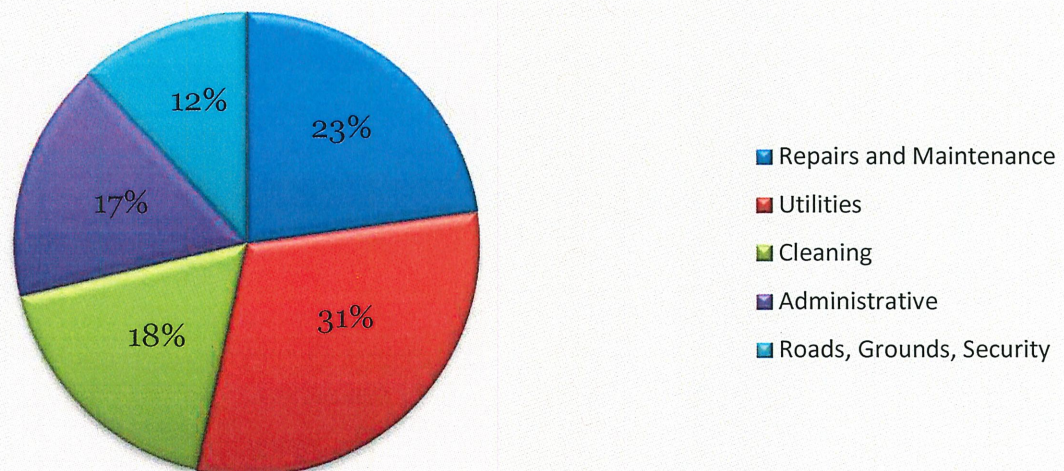
Focusing on Maintenance and Operations

Traditional service providers focus on repairs, which affect less than one quarter of all operating expenses for a typical building. By including maintenance and utility costs in a multi-dimensional maintenance approach, we have the ability to affect 54% of the total operating costs of a building. According to Energy Star estimates, O&M programs targeting energy efficiency can save 5 to 20 percent on energy bills with little to no capital investment.

In their 2010 Federal Energy Management Program, the US Department of Energy found that “effective O&M is one of the most cost effective methods for ensuring reliability, safety and energy efficiency,” and that “inadequate maintenance of energy-using systems is a major cause of energy waste in the private sector.”

Typical Operating Expense Allocation

Typical 100,000 square foot building



Data based on 2008 BOMA Expense Exchange Report



Combining Preventive, Predictive, and Proactive Strategies

By deploying preventive, predictive, and proactive strategies to the building operations, property owners and facility managers now have a solution for extending the life of building systems while managing operational and capital costs, and improving reliability in a more rational manner. Here's how it works:

Preventive Maintenance

This element is time based and assumes regular testing and inspection using a predetermined schedule. It is intended to ensure the life of the existing equipment and improve the comfort and working conditions.

- Testing and inspections
- Equipment operating measurements
- Consumable replacements
- Cleaning
- Record keeping for tracking, failures and equipment utilization
- Minor adjustments to components
- Log reports



Predictive Maintenance

This element is condition based and is used to detect early warning signs of equipment or component failure before they occur. It includes among other services:

- Bearing condition analysis
- Laser alignment
- Infrared thermography (heat)
- Ultrasonic detection (sound)
- Tribology (oil analysis)
- Air quality testing
- Dynamic and static motor circuit analysis
- Vibration analysis
- Combustion analysis



Proactive Maintenance

This element goes beyond standard preventive and predictive maintenance. It not only assures that facilities will be more comfortable and reliable, but most importantly, it assures that the building will be less costly to operate. A proactive strategy focuses on systems instead of the typical equipment-based approach to both operating and maintaining a building. Its services include, but are not limited to:

- Benchmarking facilities against similar types of buildings across the country
- Analyzing each piece of equipment; logging and tracking those assets
- Performing an operational assessment of the building's systems. Monitoring energy, water and gas usage, occupant patterns, air quality, and building pressure relationships to develop an overall building optimization plan.
- Working with the owner to create a capitalization plan to control future requirements. Money realized as savings can be reinvested for future capital requirements.

In summary, our approach to maintenance is proven to be effective at saving you money. Please ask your account manager for additional details and references.



FOR THE LIFE OF YOUR BUILDING



What You Can Expect When You Choose Storer Services

First 30 days

- You will be contacted by our service management team for a meeting at your location. The purpose of this meeting is to:
 - Allow you to meet service management
 - Allow the management team to familiarize themselves with your facility, the scope of work and any special considerations regarding your contract that may not have been communicated in the written scope of work
 - Review tasking schedule and timelines
 - Storer will inventory and physically tag all equipment under contract to more effectively track and manage those assets.
- You will be assigned a dedicated project manager, service coordinator, primary technician, and secondary technicians.

Entire contract term

- Priority Response- downtime is not an option. As a contract customer, you will receive first priority if your system goes down; 24 hours a day, 7 days a week.
- Quality Assurance- Storer employs a dedicated quality assurance professional with over 35 years of experience in the HVAC industry. His role is to periodically audit our work performance to ensure you are always receiving the highest quality service.
- Resolution Notes- Storer utilizes MoblieTech® software to dispatch and manage our work in the field. Every technician submits resolution notes at the completion of every service call that describe the work performed at your facility. These resolution notes will be emailed to your designated representative at the completion of every service call.
- Safety- Storer employs a full time Health, Safety, and Environmental Compliance Manager (HSE) and two safety supervisors. Our safety program is ISO 9000-2015 compliant, and meets or exceeds all OSHA standards. We provide regular recurrent training for all of our associates, and we maintain safety compliance in Browz, ISNet World, Ariba, Avetta, and CBRE's Browz.
- Environmental Conscientiousness- Storer's hazardous materials handling policy complies with all State and Federal Laws. All of our technicians are Universal-Certified for refrigerant handling, and we only utilize certified recovery equipment. We comply with all EPA standards and regulations.
- Training- Storer is dedicated to continuously educating our associates and clients. We regularly provide technical training for our associates. As a contract customer,

you automatically receive one free “seat” to our technical training seminar “Storer AC Clinics” with other seats available upon request. Additionally, we can offer site-specific or topic-specific seminars based on your individual needs. Contact your account manager for details.

- Support- In addition to your primary service team, you have access to all of Storer’s industry professionals. We employ two Professional Mechanical Engineers (P.E.), seven degreed engineers in various disciplines, one Certified Energy Manager (CEM), Field Technical Supervisors, professional Project Managers, Certified Public Accountants (CPA), Cisco Certified Network Engineers, Building Automation Programmers, Licensed Mechanical Contractors, Human Resource Professionals, and a Master Degree Level Professional Educator.

Scope of Services

Storer Services proposes to provide one comprehensive stop inspection and three seasonal operating inspection on:

- Seven (7) Trane AHUs: Stop Inspection, Check control panel, Check indoor blower electrical connections, grease blower/bearings, check blower assembly for proper operations, check air differential pressure on chill water coils, replace filters quarterly, replace belts annually.
- One (1) Trane Chillers: Stop Inspection, chemical clean condenser coils, check all wiring and terminal for tightness, signs of discoloration and over heating , pull oil samples to check system for moisture and log system operations.
- One (1) Lochinvar Boiler: Stop Inspection, verify proper voltage, check all gas piping connections, check fans for proper operations, check gas pressure, check all safeties and high limits, check combustion, check water Delta T across the heat exchanger.
- And perform three seasonal operating inspections: checking system operations and functions.

| <u>Id</u> | <u>Description</u> | <u>Type</u> | <u>Manufacturer</u> | <u>Model Number</u> |
|------------------|---------------------------|--------------------------------------|----------------------------|----------------------------|
| 6917 | AHU | _AIR HANDLER BASIC 000- 999 | TRANE | M-6 |
| 6918 | AHU | _AIR HANDLER BASIC 000- 999 | TRANE | L-6 |
| 6919 | AHU | _AIR HANDLER BASIC 000- 999 | TRANE | L-6 |
| 6920 | AHU | _AIR HANDLER BASIC 000- 999 | TRANE | M-6 |
| 6921 | AHU | _AIR HANDLER BASIC 000- 999 | TRANE | UCCAD14AoDoRMC |
| 6922 | AHU | _AIR HANDLER BASIC 000- 999 | CARRIER | 40RMS034-601GC |
| 6923 | AHU | _AIR HANDLER BASIC 000- 999 | TRANE | UCCAB14AoAoRLB |
| 6924 | Chiller | _AC SCREW CHILLER 90- 125 TON | TRANE | RTAA125 |
| 6925 | Boiler | _BOILER PKG N-COND 41-90 HP | LOCHINVAR | CBN1795 |

Type

_AC SCREW CHILLER 90-125 TON

Included Tasks

| Task Code | Description |
|------------|--|
| ConPan-001 | Control panel inspection. |
| CleCon-120 | Condenser coil cleaning |
| EleCFM-001 | Check condenser fan motors 1-2 for proper operations. |
| EleCFM-002 | Check condenser fan motors 3-4 for proper operations. |
| EleCFM-003 | Check condenser fan motors 5-6 for proper operations. |
| EleCFM-004 | Check condenser fan motors 7-8 for proper operations. |
| EleCFM-005 | Check condenser fan motors 9-10 for proper operations. |
| EleCir-001 | Check compressor 1 circuit 1 electrical for proper operation |
| EleCir-003 | Check compressor 1 circuit 2 electrical for proper operation |
| RefCir-001 | Log refig. circuit #1 refrigerant pressures and temps. |
| RefCir-002 | Log refig. circuit #2 refrigerant pressures and temps. |
| RefOil-001 | Log net oil pressure on compressor #1. |
| RefOil-002 | Log net oil pressure on compressor #2. |
| TempChk-01 | Check condenser split across condenser coil |
| TempChk-02 | Check Evaporator Approach. |
| RefLeak-01 | Visually check equipment for refrigerant leaks. |
| OilChk-001 | Check compressors oil level in sight glass |
| OilChk-002 | Take oil sample refrigeration ckt # 1 if applicable |
| OilChk-003 | Take oil sample refrigeration ckt # 2 if applicable |
| EquipCo-02 | General Condition of Chiller. |
| Follup-003 | Is there any follow-up needed? |

Type

_AIR HANDLER BASIC 000-999

Included Tasks

| Task Code | Description |
|------------|---|
| ConPan-001 | Control panel inspection. |
| EleIDBM-02 | Check indoor blower motor electrical for proper operations. |
| DampOp-01 | Check damper operations. |
| Bearing-01 | Grease blower/motor bearings |
| IDBM-001 | Check IDBM assembly for proper operations. |
| ChwDP-1 | Check air differential pressure across CHW coil |
| FiltSvc-01 | Filter Service |
| BeltStp-03 | Belt Service Annual Maintenance |
| BeltVer-02 | Check belt operation |
| EquipCo-03 | General condition of the equipment. |
| Follup-003 | Is there any follow-up needed? |

Type

_BOILER PKG N-COND 41-90 HP

Included Tasks

| Task Code | Description |
|------------|---|
| ConPan-001 | Control panel inspection. |
| EleChk-001 | Verify proper voltage to machine. |
| LeakGas-01 | Check all gas piping connections and valves for gas leak. |
| CleBurn-01 | Pull burner assembly and clean |
| Fans-001 | Check fans for proper operations. |
| LAPSchk-00 | Check low air pressure switch for proper operation. |
| GasPsi-001 | Check gas pressures. |
| HSIChk-001 | Check hot surface ignitor for proper operations. |
| BlrOp 03 | Check pressure relief valve and feed water controls |
| BlrOp 04 | Check limit controls |
| BlrOp 07 | Low water cutoff sensor check |
| ComAir-001 | Check combustion air opening. |
| HighLim-01 | Check high limit for proper operation. |
| TempChk-03 | Check water Delta T across the heat exchanger (Boiler) |
| BlrOp 01 | Boiler general condition |
| Follup-004 | Is there any follow-up needed? |

Thank you for your interest in our services. We look forward to the opportunity to work with you on this project. If you have any questions, please feel free to contact to me.

Sincerely,

Daniel Bible

Storer Services
504 W 67th Street
Shreveport, LA 71106

Annual Net Price \$7,888

ACCEPTANCE OF PROPOSAL — The above prices, specifications and conditions are satisfactory and are hereby accepted. **This contract will auto-renew every year on the Start Date anniversary listed below.** Either party can cancel contract at any time with 30-day written notice.

Signature: _____

Date: _____

Contract Start Date: _____ Duration at fixed price: ☐ 1 Year ☐ 2 Year ☐ 3 Year

Billing Options: ☐ P.O. # _____ ☐ Credit Card (info by phone)

☐ Monthly

☐ Quarterly

☐ Annually

Proposal Terms and Conditions

Acceptance. A Proposal made upon these terms is subject to acceptance within thirty days from date and the prices are subject to change without notice prior to acceptance by Customer. If your order is an acceptance of a written Proposal, on a form provided by Storer Equipment Company, Ltd., without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is Storer's offer, subject to credit approval, to provide the goods and/or Work solely in accordance with the following terms and conditions of sale. If we do not hear from you within two weeks from the date hereof, Storer shall rely upon your silence as an acceptance of these terms and conditions and performance will be made in accordance herewith. Customer's acceptance of goods and/or Work by Storer on this order will in any event constitute an acceptance by Customer of these terms and conditions.

Exclusions From Work. Storer's obligation is limited to the Work as defined and does not include any modifications to the Premises under the Americans With Disabilities Act or any other law or building code(s). Optional software applications, EnergyLogix, TrendView, and EcoRate that may be offered as part of this agreement are subject to BLX Solutions END USER software licensing agreement and annual software maintenance fees.

Construction Procedures. Storer shall supervise and direct the Work using its best skill and attention and have exclusive control over construction means, methods, techniques, sequences and procedures.

Payment Terms and Taxes. Customer shall pay Storer's invoices within net thirty (30) days of invoice date. Storer may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Storer, in which case retention shall be reduced per the Proposal documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required hereby, Storer may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Storer for all reasonable shutdown, standby and start-up costs as a result of the suspension. All amounts outstanding 10 days beyond the due date are subject to a service charge not to exceed 1.5% per month on the unpaid balance due or the maximum allowable legal interest rate, retroactive to the due date. Customer shall pay all taxes not legally required to be paid by Storer or alternatively, shall provide Storer with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Storer in attempting to collect amounts due and otherwise enforcing these terms and conditions. Any after-hours services shall be billed according to then prevailing overtime or emergency rates.

Time For Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Storer, all dates provided by Storer or its representatives for commencement, progress or completion are estimates only. While Storer shall use commercially reasonable efforts to meet such estimated dates, Storer shall not be responsible for any damages for its failure to do so.

Access. Storer and its contractors or subcontractors shall be provided access to the Premises during regular business hours, or such other hours as may be requested by Storer and acceptable to the Premises' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Storer's access to correct any emergency condition shall not be restricted.

Permits And Governmental Fees. Storer shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work, which are legally required when bids from Storer's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

Utilities During Construction. Storer shall be provided without charge all water, heat, and utilities during performance of the Work.

Concealed Or Unknown Conditions. In the performance of the Work, if Storer encounters conditions at the Premises that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Storer shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Storer's cost of, or time required for, performance of any part of the Work, Storer shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Proposal Price, Proposal time, or both.

Asbestos, Mold, Mildew, And Hazardous Materials. Storer's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, mold, mildew, bacteria, fungus, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Storer, there are no Hazardous Materials on the Premises that will in any way affect Storer's Work and Customer has disclosed to Storer the existence and location of any Hazardous Materials in all areas within which Storer will be performing the Work. Should Storer become aware of or suspect the presence of Hazardous Materials, Storer may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, including the payment thereof, arising out of or relating to any Hazardous Materials on or about the Premises, not brought onto the Premises by Storer. Storer shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Storer be obligated to transport or handle Hazardous Material, to provide any notices to any governmental agency, or to examine the Premises for the presence of Hazardous Materials.

Conditions Beyond Control Of Parties. If Storer shall be unable to carry out any material obligation under this Agreement due to events beyond its control, such as acts of God, governmental or judicial authority, insurrections, riots, labor disputes, labor or material shortages, fires, or explosions, this Agreement shall at Storer's election (i) remain in effect but Storer's obligations shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay Storer for all parts of the Work furnished to the date of termination.

Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Storer the right, without an election of remedies, to terminate this Agreement by delivery of written notice declaring termination, upon which event Customer shall be liable to Storer for all Work furnished to date and all damages sustained by Storer (including lost profit and overhead): (1) Any failure by Customer to pay amounts due more than thirty (30) days after the date of the invoice therefor; or (2) Any failure by Customer to perform or comply with any material provision of this Agreement.

Indemnification. Storer and Customer shall indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. However, neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the negligence or misconduct of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. NOTWITHSTANDING ANY CONTRARY PROVISION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

Liability and Warranty. Labor provided under this proposal is warranted for ninety (90) days. Except for any written warranty given by the Manufacturer of the products described in this quotation, Storer Equipment Company and Buyer expressly agree that Storer Equipment Company neither assumes nor authorizes any person to assume for it any other liability in connection with the sale or use of its product, including the goods purchased hereunder. THE MANUFACTURER'S WARRANTY, IF ANY, IS IN LIEU OF, AND STORER EQUIPMENT COMPANY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USE OF TRADE OR OTHERWISE, INCLUDING WITHOUT LIMITATION ALL WARRANTIES AS TO THE PRODUCTS CONDITION, USE, OPERATION, DESIGN, QUALITY, CAPACITY, WORKMANSHIP, INSTALLATION, SERVICING, LATENT DEFECTS, COMPLIANCE WITH ANY LAW, ORDINANCE, REGULATION, RULE, CONTRACT OR SPECIFICATION, "MERCHANTABILITY", FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL OTHER QUALITIES AND CHARACTERISTICS WHATSOEVER. Storer shall not be obligated to pay for the cost of lost refrigerant.

THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN PROPOSAL OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL STORER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. IN NO EVENT SHALL STORER BE LIABLE FOR ANY DAMAGES RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.

Applicable Law. This Agreement is made and shall be interpreted and enforced in accordance with the laws of the state in which the Work is performed.

Assignment. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Storer. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's successors and assigns.

Complete Agreement. This Agreement shall constitute the entire Agreement between both parties and this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Storer is a signatory thereon.

Price Increases. Prices stated are F.O.B point of shipment. Except as otherwise provided below, buyer agrees to pay all other expenses including without limitation taxes, duties, insurance, licenses, permits and freight. Following acceptance by buyer, the prices stated will be increased by the percentage increase in list prices from those effective on the date of buyer's acceptance to those effective on the date of shipment unless prices are stated to be firm on the face of this quotation and any conditions of the firm price quotation are met. Prices stated to be firm is provided that notification of release for immediate production and shipment is received at the factory not later than two months from order receipt. If such release is received later than two months from order receipt date but within five months of order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the two-month firm price period up to the date of receipt of such release. If such release is not received within five months after date of order receipt, the prices are subject to renegotiation or at Storer's option, the order will be cancelled. If for any reason Customer delays shipment after release, prices are subject to increase as stated herein.

Insurance. Storer agrees to carry insurance in the following minimum amounts during the term of this contract

Commercial General Aggregate Liability \$2,000,000
Automobile Liability (CSL) \$1,000,000
Workers Compensation Statutory Limits

Notices. All notices or other communications under this Agreement shall be in writing and may be delivered in person, or may be sent by receipted courier, facsimile transmission, express mail, e-mail, or postage prepaid certified or registered mail, addressed to the party for whom it is intended, at the addresses set forth in this Agreement. Either party may change its address for notice by giving written notice to the other party of the change. Any notice or other communication shall be deemed given no later than the date actually received.

STATE OF LOUISIANA

CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE THE MAYOR OF THE CITY OF WEST MONROE, LOUISIANA, TO EXECUTE AN AGREEMENT TO PURCHASE AND INSTALL CERTAIN AIR CONDITIONING AND HEATING EQUIPMENT AT THE IKE HAMILTON EXPO CENTER FROM STORER SERVICES, WHICH AGREEMENT INCLUDES THE PROVISION OF CERTAIN EQUIPMENT MONITORING SERVICES FOR THAT EQUIPMENT, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized on behalf of the City of West Monroe, Louisiana, to execute a lump sum agreement to purchase and install certain equipment for the Ike Hamilton Expo Center, and to provide certain air conditioning and heating equipment monitoring services in reference to that equipment from Storer Services, a copy of which is attached as Exhibit “A”.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized to further negotiate the terms and provisions of that agreement and the service to be provided, the general terms and conditions and other provisions not significantly or materially increasing its cost; and thereafter to take any and all actions and to execute the agreement and any and all further documents she deems either necessary or proper to carry out the activities arising out of the agreement described above according to its terms and intent.

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 12th day of April, 2022, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 12TH DAY OF
APRIL, 2022

RONALD S. OLVEY, CITY CLERK

STACI MITCHELL ALBRITTON, MAYOR

Prepared For: Chris Post

Date: 3/15/2022

Job Name: Ike Hamilton Convention Center

Proposal Number: SS-220106

Delivery Terms: Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms: Net 30 Days

Storer is pleased to provide the enclosed **lump sum** proposal for your review and approval.

Current Situation:

In its current state, the equipment at the Ike Hamilton Convention Center is unable to properly maintain space temperatures and must be run 24/7 to achieve setpoints. The extra runtime on the chillers, pumps, and fans is burning electricity and overworking the equipment. Lack of trust in the system has led to a constant "occupied" mode instead of utilizing unoccupied setbacks and other runtime-shedding strategies.

The current JCI controls system is proprietary, meaning that much of the programming and configurability are only accessible by Johnson Controls. While the everyday operator interface is relatively functional, any energy-saving programming changes and controller replacements would have to be performed by JCI as long as their system is in place. Storer cannot speak to the level of service you have received, but we can state that you have only had one service provider option.

Proposed Solution

In conjunction with routine preventative maintenance returning the system to designed performance, we propose the following:

- New cloud-based Graphical User Interface, accessible from offsite, with HTML5 graphics built for diagnostics
- New non-proprietary JACE8000 and EDGE10 controllers on the Plants and Air Handlers
 - + A modern controls system that is serviceable and programmable by multiple local controls contractors
- New energy-saving controls schemes including:
 - + Optimum start-stop scheduling (*do we really need the chillers until the end of the event?*)
 - + Chiller load staging optimization (*do we really need to bring another chiller on yet?*)
 - + Overridden point visibility to detect when things are "in hand" (*did we leave that pump running all weekend?*)
 - + Intuitive scheduling with Special Events and Daily schedules to ensure the space is comfortable when needed
- Commission Air Handlers and Plant to confirm operation of all end devices and report any failures
- Implement EnergyPrint 3rd-party energy bill tracking with historical importing
 - + With weather-normalization to monitor actual improvement and rule out abnormally hot or cold seasons
 - + Including similar-building comparison to understand achievable \$/sqft targets
 - + It's been said that "What gets measured gets improved" and EnergyPrint keeps the metric visible and accurate
- Ability to bring in other points to save energy in the future - like lighting, exhaust fan status, and coil clog sensors

Cost Justification

The 2021 energy spend at the Ike was **\$278,730**. The industry rule of thumb is that a standard office building can expect to save 30% on energy spend after adopting basic building automation scheduling. The nature of the building, though, is that a majority of the footprint doesn't need to be comfort-cooled every weekday from 8-5 (or 24/7 as it is currently). It is our estimate that a 30% savings is easily achievable, and 60%+ is possible. Wear and tear from runtime hours on motors, belts, pumps, and compressors are more difficult to quantify, so we will not factor them and any savings realized will be an unclaimed bonus.

Ongoing Maintenance

One major contributing factor to the system's decline is the dirt impaction observed in the Air Handler coils. Routine filter changes with MERV 8 (minimum) filter media and regular coil cleanings (along with other typical PM activities) will be critical to maintaining any cost-savings plan. Otherwise, the system performance will begin to fall and your runtime hours and user-overrides will rise to compensate.

In addition to traditional PM service, Storer will monitor the controls system proactively under a Connected Building Services contract for the first year with the option to extend. Cost savings progress will be lost if the system is allowed to deteriorate. Includes quarterly active checks, alarm monitoring, and software/security updates.

SS-220106 - Ike Hamilton Convention Center

This proposal is subject to your acceptance of the attached Storer Equipment terms and conditions.

Detailed Scope

Graphical user interface

- Niagara web based front end, housed on new Web Supervisor (Server managed by the City or Storer, TBD)
- 3D unitary graphics
- 3D Floorplans
- Commissioning
- On-site training
- Email alarms

(4) FCU

- Controller
- Space Sensor
- HW Valve (reuse existing)
- CHW Valve (reuse existing)
- Fan Start/Stop, Status (reuse existing)
- Supply Air Temp Sensor

Chiller/Boiler Plant

- Controller
- I/O Expansion Module
- (3) Pump Start/Stop/Status (reuse existing)
- (6) Well Temp Sensor (reuse existing)
- OA humidity Sensor
- OA Temp Sensor
- (3) Chiller Communication Card (existing)
- (2) Pump Start/Stop/Status (reuse existing)
- (8) Well Temp Sensor (reuse existing)
- Enclosure

(10) AHU

- Controller with I/O Module
- Space Sensor
- OA Damper (existing)
- RA Damper (existing)
- RA Actuator
- Return Air Temp
- Mixed Air Temp
- Supply Air Temp Sensor

Exclusions:

- Anything not mentioned above
- Repair or replacement of any component found to be non-functional through the course of this project
- Fire system
- Smoke detectors
- Power wiring
- 120 volt control wiring
- Internet connection (to be provided by others)

Total Net Price \$138,945

Annual price for Connected Building Services contract after first year..... \$6,748

Sincerely,
Daniel Bible - Account Manager
Paul King - Project Estimator

ACCEPTANCE OF PROPOSAL — The above prices, specifications and conditions are satisfactory and are hereby accepted.

Signature: _____ P.O. # _____ Date: _____

Storer Proposal Terms and Conditions

Acceptance. A Proposal made upon these terms is subject to acceptance within thirty days from date and the prices are subject to change without notice prior to acceptance by Customer. If your order is an acceptance of a written Proposal, on a form provided by Storer Equipment Company, Ltd., without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is Storer's offer, subject to credit approval, to provide the goods and/or Work solely in accordance with the following terms and conditions of sale. If we do not hear from you within two weeks from the date hereof, Storer shall rely upon your silence as an acceptance of these terms and conditions and performance will be made in accordance herewith. Customer's acceptance of goods and/or Work by Storer on this order will in any event constitute an acceptance by Customer of these terms and conditions.

Exclusions From Work. Storer's obligation is limited to the Work as defined and does not include any modifications to the Premises under the Americans With Disabilities Act or any other law or building code(s). Optional software applications, EnergyLogix, TrendView, and EcoRate that may be offered as part of this agreement are subject to BLX Solutions END USER software licensing agreement and annual software maintenance fees.

Construction Procedures. Storer shall supervise and direct the Work using its best skill and attention and have exclusive control over construction means, methods, techniques, sequences and procedures.

Payment Terms and Taxes. Customer shall pay Storer's invoices within net thirty (30) days of invoice date. Storer may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Storer, in which case retention shall be reduced per the Proposal documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required hereby, Storer may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Storer for all reasonable shutdown, standby and start-up costs as a result of the suspension. All amounts outstanding 10 days beyond the due date are subject to a service charge not to exceed 1.5% per month on the unpaid balance due or the maximum allowable legal interest rate, retroactive to the due date. Customer shall pay all taxes not legally required to be paid by Storer or alternatively, shall provide Storer with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Storer in attempting to collect amounts due and otherwise enforcing these terms and conditions. Any after-hours services shall be billed according to then prevailing overtime or emergency rates.

Time For Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Storer, all dates provided by Storer or its representatives for commencement, progress or completion are estimates only. While Storer shall use commercially reasonable efforts to meet such estimated dates, Storer shall not be responsible for any damages for its failure to do so.

Access. Storer and its contractors or subcontractors shall be provided access to the Premises during regular business hours, or such other hours as may be requested by Storer and acceptable to the Premises' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Storer's access to correct any emergency condition shall not be restricted.

Permits And Governmental Fees. Storer shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work, which are legally required when bids from Storer's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

Utilities During Construction. Storer shall be provided without charge all water, heat, and utilities during performance of the Work.

Concealed Or Unknown Conditions. In the performance of the Work, if Storer encounters conditions at the Premises that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Storer shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Storer's cost of, or time required for, performance of any part of the Work, Storer shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Proposal Price, Proposal time, or both.

Asbestos, Mold, Mildew, And Hazardous Materials. Storer's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, mold, mildew, bacteria, fungus, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Storer, there are no Hazardous Materials on the Premises that will in any way affect Storer's Work and Customer has disclosed to Storer the existence and location of any Hazardous Materials in all areas within which Storer will be performing the Work. Should Storer become aware of or suspect the presence of Hazardous Materials, Storer may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, including the payment thereof, arising out of or relating to any Hazardous Materials on or about the Premises, not brought onto the Premises by Storer. Storer shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Storer be obligated to transport or handle Hazardous Material, to provide any notices to any governmental agency, or to examine the Premises for the presence of Hazardous Materials.

Conditions Beyond Control Of Parties. If Storer shall be unable to carry out any material obligation under this Agreement due to events beyond its control, such as acts of God,

governmental or judicial authority, insurrections, riots, labor disputes, labor or shortages, fires, or explosions, this Agreement shall at Storer's election (i) remain in Storer's obligations shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Storer for all parts of the Work furnished to the date of termination. Item 12)

Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Storer the right, without an election of remedies, to terminate this Agreement by delivery of written notice declaring termination, upon which event Customer shall be liable to Storer for all Work furnished to date and all damages sustained by Storer (including lost profit and overhead): (1) Any failure by Customer to pay amounts due more than thirty (30) days after the date of the invoice therefor; or (2) Any failure by Customer to perform or comply with any material provision of this Agreement.

Indemnification. Storer and Customer shall indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. However, neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the negligence or misconduct of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. **NOTWITHSTANDING ANY CONTRARY PROVISION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.**

Liability and Warranty. Labor provided under this proposal is warranted for twelve months from date of completion. Except for any written warranty given by the Manufacturer of the products described in this quotation, Storer Equipment Company and Buyer expressly agree that Storer Equipment Company neither assumes nor authorizes any person to assume for it any other liability in connection with the sale or use of its product, including the goods purchased hereunder. **THE MANUFACTURER'S WARRANTY, IF ANY, IS IN LIEU OF, AND STORER EQUIPMENT COMPANY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USE OF TRADE OR OTHERWISE, INCLUDING WITHOUT LIMITATION ALL WARRANTIES AS TO THE PRODUCTS CONDITION, USE, OPERATION, DESIGN, QUALITY, CAPACITY, WORKMANSHIP, INSTALLATION, SERVICING, LATENT DEFECTS, COMPLIANCE WITH ANY LAW, ORDINANCE, REGULATION, RULE, CONTRACT OR SPECIFICATION, "MERCHANTABILITY", FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL OTHER QUALITIES AND CHARACTERISTICS WHATSOEVER.** Storer shall not be obligated to pay for the cost of lost refrigerant.

THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN PROPOSAL OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL STORER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. IN NO EVENT SHALL STORER BE LIABLE FOR ANY DAMAGES RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.

Applicable Law. This Agreement is made and shall be interpreted and enforced in accordance with the laws of the state in which the Work is performed.

Assignment. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Storer. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's successors and assigns.

Complete Agreement. This Agreement shall constitute the entire Agreement between both parties and this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Storer is a signatory thereon.

Price Increases. Prices stated are F.O.B point of shipment. Except as otherwise provided below, buyer agrees to pay all other expenses including without limitation taxes, duties, insurance, licenses, permits and freight. Following acceptance by buyer, the prices stated will be increased by the percentage increase in list prices from those effective on the date of buyer's acceptance to those effective on the date of shipment unless prices are stated to be firm on the face of this quotation and any conditions of the firm price quotation are met. Prices stated to be firm is provided that notification of release for immediate production and shipment is received at the factory not later than two months from order receipt. If such release is received later than two months from order receipt date but within five months of order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the two-month firm price period up to the date of receipt of such release. If such release is not received within five months after date of order receipt, the prices are subject to renegotiation or at Storer's option, the order will be cancelled. If for any reason Customer delays shipment after release, prices are subject to increase as stated herein.

Insurance. Storer agrees to carry insurance in the following minimum amounts during the term of this contract:

**Commercial General Aggregate Liability \$2,000,000
Automobile Liability (CSL) \$1,000,000
Workers Compensation Statutory Limits**

Notices. All notices or other communications under this Agreement shall be in writing and may be delivered in person, or may be sent by receipted courier, facsimile transmission, express mail, e-mail, or postage prepaid certified or registered mail, addressed to the party for whom it is intended, at the addresses set forth in this Agreement. Either party may change its address for notice by giving written notice to the other party of the change. Any notice or other communication shall be deemed given no later than the date actually received.

STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE THE MAYOR OF THE CITY OF WEST MONROE, LOUISIANA, TO PURCHASE AND INSTALL CERTAIN AIR CONDITIONING AND HEATING EQUIPMENT FOR THE WEST MONROE CONVENTION CENTER FROM STORER SERVICES, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to execute on behalf of the City of West Monroe, Louisiana, a lump sum agreement to purchase and install certain air conditioning and heating equipment from Storer Services for the West Monroe Convention Center, a copy of which is attached as Exhibit “A”.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized to further negotiate the terms and provisions of that purchase and installation; and thereafter to take any and all actions and to execute the agreement and any and all further documents she deems either necessary or proper to carry out the activities arising out of the agreement described above according to its terms and intent.

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 12th day of April, 2022, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 12TH DAY OF
APRIL, 2022

RONALD S. OLVEY, CITY CLERK

STACI MITCHELL ALBRITTON, MAYOR

Prepared For: City of West Monroe

Date: 4/4/2022

Job Name: City of West Monroe - Convention Center Controls

Proposal Number: SS-220156

Delivery Terms: Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms: Net 30 Days

Storer is pleased to provide the enclosed **lump sum** proposal for your review and approval.

Current Situation:

The temperature controls system at the Convention Center is in a state of disrepair, and the equipment no longer responds to maintain setpoints or control humidity. Interface and scheduling are difficult to access and extremely primitive, and the space conditions are allowed to drift wildly when not scheduled to run. Valves and dampers appear to be mostly disconnected and inoperable.

Proposed Solution

In conjunction with routine preventative maintenance returning the system to designed performance, we propose the following:

- New cloud-based Graphical User Interface, accessible from offsite, with HTML5 graphics built for diagnostics
- New non-proprietary JACE8000 and EDGE10 controllers on the Plants and Air Handlers
 - + A modern controls system that is serviceable *and programmable* by multiple local controls contractors
- New energy-saving controls schemes including:
 - + Optimum start-stop scheduling (*do we really need the chillers until the end of the event?*)
 - + Overridden point visibility to detect when things are "in hand" (*did we leave that pump running all weekend?*)
 - + Intuitive scheduling with Special Events and Daily schedules to ensure the space is comfortable when needed
- Commission Air Handlers and Plant to confirm operation of all end devices and report any failures
- Ability to bring in other points to save energy in the future - like lighting, exhaust fan status, and coil clog sensors
- Remove old control wiring nests and replace with new, clean, easy-to-trace control boxes
- Replace all on AHUs to ensure response and correct operation

Justification

We anticipate a 10% to 30% reduction in energy consumption at the Convention Center, but the annual consumption isn't particularly high currently. The system is being run in a minimalist way already, we're just proposing that we use that runtime more intelligently. Annual anticipated energy savings are somewhere between \$10,000 and \$30,000.

The larger justification is occupant comfort and increased utilization of the facility once word gets out how comfortable it is. The mechanical system was designed with the tools to control temperature and humidity, and added intelligent controls will use those tools to get your facility under control.

Detailed Scope

Graphical user interface

- Niagara web based front end, housed on new Web Supervisor (Server managed by the City or Storer, TBD)
- 3D unitary graphics
- 3D Floorplans
- Commissioning
- On-site training
- Email alarms

(2) FCU

- Controller
- Space Sensor
- HW Valve Actuator (existing)
- CHW Valve Actuator (existing)
- Fan Start/Stop, Status (existing)

Chiller/Boiler Plant

- Controller
- I/O Expansion Module
- (4) Pump Start/Stop/Status
- (4) Well Temp Sensor
- OA humidity Sensor
- OA Temp Sensor

AHU - Multizone

- Controller
- I/O Module
- (2) Space Sensor
- (2) Zone Damper Actuators
- (2) Smoke Detector (existing)
- OA Damper (existing)
- OA Actuator
- RA Damper (existing)
- RA Actuator

(6) AHU - Single Zone

- Controller
- I/O Module
- Space Sensor
- Zone Damper Actuators
- (2) Smoke Detector (existing)
- OA Damper (existing)
- OA Actuator
- RA Damper (existing)
- RA Actuator
- Return Air Temp
- Return Air Humidity

Exclusions:

- Anything not mentioned above
- Repair or replacement of any component found to be non-functional through the course of this project
- Fire system
- Smoke detectors
- Power wiring
- 120 volt control wiring
- Internet connection (to be provided by others)

Total Net Price *(Excluding Sales Tax)*..... **\$ 99,100**

Sincerely,

Daniel Bible - Account Manager
Paul King - Project Estimator

Storer Services
504 W 67th Street
Shreveport, LA 71106

ACCEPTANCE OF PROPOSAL — The above prices, specifications and conditions are satisfactory and are hereby accepted.

Signature: _____ P.O. # _____ Date: _____

Storer Proposal Terms and Conditions

Acceptance. A Proposal made upon these terms is subject to acceptance within thirty days from date and the prices are subject to change without notice prior to acceptance by Customer. If your order is an acceptance of a written Proposal, on a form provided by Storer Equipment Company, Ltd., without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is Storer's offer, subject to credit approval, to provide the goods and/or Work solely in accordance with the following terms and conditions of sale. If we do not hear from you within two weeks from the date hereof, Storer shall rely upon your silence as an acceptance of these terms and conditions and performance will be made in accordance herewith. Customer's acceptance of goods and/or Work by Storer on this order will in any event constitute an acceptance by Customer of these terms and conditions.

Exclusions From Work. Storer's obligation is limited to the Work as defined and does not include any modifications to the Premises under the Americans With Disabilities Act or any other law or building code(s). Optional software applications, EnergyLogiX, TrendView, and EcoRate that may be offered as part of this agreement are subject to BLX Solutions END USER software licensing agreement and annual software maintenance fees.

Construction Procedures. Storer shall supervise and direct the Work using its best skill and attention and have exclusive control over construction means, methods, techniques, sequences and procedures.

Payment Terms and Taxes. Customer shall pay Storer's invoices within net thirty (30) days of invoice date. Storer may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Storer, in which case retention shall be reduced per the Proposal documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required hereby, Storer may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Storer for all reasonable shutdown, standby and start-up costs as a result of the suspension. All amounts outstanding 10 days beyond the due date are subject to a service charge not to exceed 1.5% per month on the unpaid balance due or the maximum allowable legal interest rate, retroactive to the due date. Customer shall pay all taxes not legally required to be paid by Storer or alternatively, shall provide Storer with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Storer in attempting to collect amounts due and otherwise enforcing these terms and conditions. Any after-hours services shall be billed according to then prevailing overtime or emergency rates.

Time For Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Storer, all dates provided by Storer or its representatives for commencement, progress or completion are estimates only. While Storer shall use commercially reasonable efforts to meet such estimated dates, Storer shall not be responsible for any damages for its failure to do so.

Access. Storer and its contractors or subcontractors shall be provided access to the Premises during regular business hours, or such other hours as may be requested by Storer and acceptable to the Premises' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Storer's access to correct any emergency condition shall not be restricted.

Permits And Governmental Fees. Storer shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work, which are legally required when bids from Storer's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

Utilities During Construction. Storer shall be provided without charge all water, heat, and utilities during performance of the Work.

Concealed Or Unknown Conditions. In the performance of the Work, if Storer encounters conditions at the Premises that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Storer shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Storer's cost of, or time required for, performance of any part of the Work, Storer shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Proposal Price, Proposal time, or both.

Asbestos, Mold, Mildew, And Hazardous Materials. Storer's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, mold, mildew, bacteria, fungus, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Storer, there are no Hazardous Materials on the Premises that will in any way affect Storer's Work and Customer has disclosed to Storer the existence and location of any Hazardous Materials in all areas within which Storer will be performing the Work. Should Storer become aware of or suspect the presence of Hazardous Materials, Storer may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, including the payment thereof, arising out of or relating to any Hazardous Materials on or about the Premises, not brought onto the Premises by Storer. Storer shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Storer be obligated to transport or handle Hazardous Material, to provide any notices to any governmental agency, or to examine the Premises for the presence of Hazardous Materials.

Conditions Beyond Control Of Parties. If Storer shall be unable to carry out any material obligation under this Agreement due to events beyond its control, such as acts of God,

governmental or judicial authority, insurrections, riots, labor disputes, labor or shortages, fires, or explosions, this Agreement shall at Storer's election (i) remain in effect and Storer's obligations shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Storer for all parts of the Work furnished to the date of termination.

Item 13)

Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Storer the right, without an election of remedies, to terminate this Agreement by delivery of written notice declaring termination, upon which event Customer shall be liable to Storer for all Work furnished to date and all damages sustained by Storer (including lost profit and overhead): (1) Any failure by Customer to pay amounts due more than thirty (30) days after the date of the invoice therefor; or (2) Any failure by Customer to perform or comply with any material provision of this Agreement.

Indemnification. Storer and Customer shall indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. However, neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the negligence or misconduct of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. **NOTWITHSTANDING ANY CONTRARY PROVISION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.**

Liability and Warranty. Labor provided under this proposal is warranted for twelve months from date of completion. Except for any written warranty given by the Manufacturer of the products described in this quotation, Storer Equipment Company and Buyer expressly agree that Storer Equipment Company neither assumes nor authorizes any person to assume for it any other liability in connection with the sale or use of its product, including the goods purchased hereunder. **THE MANUFACTURER'S WARRANTY, IF ANY, IS IN LIEU OF, AND STORER EQUIPMENT COMPANY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USE OF TRADE OR OTHERWISE, INCLUDING WITHOUT LIMITATION ALL WARRANTIES AS TO THE PRODUCTS CONDITION, USE, OPERATION, DESIGN, QUALITY, CAPACITY, WORKMANSHIP, INSTALLATION, SERVICING, LATENT DEFECTS, COMPLIANCE WITH ANY LAW, ORDINANCE, REGULATION, RULE, CONTRACT OR SPECIFICATION, "MERCHANTABILITY", FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL OTHER QUALITIES AND CHARACTERISTICS WHATSOEVER.** Storer shall not be obligated to pay for the cost of lost refrigerant.

THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN PROPOSAL OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL STORER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. IN NO EVENT SHALL STORER BE LIABLE FOR ANY DAMAGES RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.

Applicable Law. This Agreement is made and shall be interpreted and enforced in accordance with the laws of the state in which the Work is performed.

Assignment. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Storer. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's successors and assigns.

Complete Agreement. This Agreement shall constitute the entire Agreement between both parties and this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Storer is a signatory thereon.

Price Increases. Prices stated are F.O.B point of shipment. Except as otherwise provided below, buyer agrees to pay all other expenses including without limitation taxes, duties, insurance, licenses, permits and freight. Following acceptance by buyer, the prices stated will be increased by the percentage increase in list prices from those effective on the date of buyer's acceptance to those effective on the date of shipment unless prices are stated to be firm on the face of this quotation and any conditions of the firm price quotation are met. Prices stated to be firm is provided that notification of release for immediate production and shipment is received at the factory not later than two months from order receipt. If such release is received later than two months from order receipt date but within five months of order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the two-month firm price period up to the date of receipt of such release. If such release is not received within five months after date of order receipt, the prices are subject to renegotiation or at Storer's option, the order will be cancelled. If for any reason Customer delays shipment after release, prices are subject to increase as stated herein.

Insurance. Storer agrees to carry insurance in the following minimum amounts during the term of this contract:

Commercial General Aggregate Liability \$2,000,000
Automobile Liability (CSL) \$1,000,000
Workers Compensation Statutory Limits

Notices. All notices or other communications under this Agreement shall be in writing and may be delivered in person, or may be sent by receipted courier, facsimile transmission, express mail, e-mail, or postage prepaid certified or registered mail, addressed to the party for whom it is intended, at the addresses set forth in this Agreement. Either party may change its address for notice by giving written notice to the other party of the change. Any notice or other communication shall be deemed given no later than the date actually received.

CITY OF WEST MONROE

ORDINANCE NO. _____ MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE AUTHORIZING THE CITY OF WEST MONROE, LOUISIANA TO ENTER INTO A VEGETATION MANAGEMENT AGREEMENT WITH EDKO, L.L.C., RELATING TO THE PROVISION OF CERTAIN VEGETATION SPRAYING SERVICES, AND OTHERWISE PROVIDING 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 a Vegetation Management Agreement with Edko, L.L.C. relating to the provision of certain vegetation spraying services, a copy of which agreement is attached hereto as Exhibit A, according to all terms, conditions and provisions as set forth in that agreement.

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 authorize such changes to that agreement as are non-material in scope or nature and thereafter to execute that 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 the receipt of these services pursuant to the terms of that agreement.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in and legal session convened, voted on by yea and nay vote, passed and adopted the 12th day of April, 2022, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 12TH DAY OF
APRIL, 2022

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

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



March 16, 2022

Mr. Ronnie Turner
Public Works Director
City of West Monroe
rturner@westmonroe.la.gov

RE: 2022 Vegetation Management Program Renewal

Dear Mr. Turner,

Hello Sir, here is our revised renewal proposal to include recent additions. I know this was a culmination of input between yourself, Mr. Hodnett, and Mr. Campbell. Terry and I met in the field to look at and discuss some of these new sites. Some of these areas are some high profile extensions, if you will, on existing treatments areas, where we're going to alter our mixes and timing a little bit to give some more custom turf care...and some of these areas are all together new. Thank you for the opportunity to be of additional service, we strive to always meet or exceed your expectations and needs.

I apologize for my part in this proposal being behind time-wise from where we normally are. As you surely know, there are many external dynamic forces affecting the supply and prices of fertilizers, and our herbicides and adjuvant products. There will be significant shortages within the industry this year. I will attach a recent letter from our primary Distributer Rep that gives additional info and credence to this should you desire or require it. Fortunately, we are a healthy company with good relationships, and I can now definitely state that we will have everything we need to service all our accounts this year as we always have! We are just going to be paying much more for chemical...we pray this is going to be a temporary spike, but we have to 'share' some of this with you, so there is a small price increase in addition to the new areas.

The new areas from your emails are:

- Glenwood from Thomas to Blanchard along the canal
- Blanchard @ Glenwood Drive heading north on both sides of the canal, then head west along both sides of the canal toward Tinseltown.
- Academy parking lot, ditch along south by Pizza Hut. Spray and kill weeds
- 1100 block of N.8th from Drew Street to the dead end along the wood line.
- Parkwood Drive along the guard rails
- Alley between Marie St. and Medorah starting at Tupelo St.
- Parkwest Dr. Apartment ditch
- Both sides of canal on McBeth Ave.
- The ditch on Brian E. Smith park
- McMillan St. and Bell St. ditch on both sides of the street and the grass from the sidewalk to the ditch. It's really wet in there and they can't get in to cut it.

Previous/Existing Treatment List:

- Previously designated/sprayed/mapped Ditches – 2 Applications
- Golf Course Creek Tributary (2018 Add-on) – 2 Applications
- All un-mowable I-20 Ditches and Slopes – 2 Applications
- All I-20 Tree “Islands” – 2 Applications
- All established I-20 trees (trimming & surrounding brush) – 2 Applications
- Previously designated/sprayed sections of I-20 Fences – 2 Applications
- All I-20 Overpass Abutments and Aprons, and Guardrails – 2 Applications
- Under all Elevated Spans of I-20 (skip at cricket farm) – 1 Application
- Islands, Guardrails, and Slopes at Downing Pines Overpass – 2 Applications
- “Curb & Gutter” to Downtown Streets and Sidewalks – 3 Applications
- “Curb & Gutter” to Warren, Bell, and McMillan (incl. sidewalks) – 3 Applications
- “Curb & Gutter” to N. 7TH St. (from Stella to Cypress); Cypress St. (from Bridge to N. 7TH); Bridge/Stella/Mill Sts. (from Trenton to N. 7TH) (incl. sidewalks) - 3 Applications
- “Curb & Gutter” to Thomas and Stella Overpasses – 3 Applications
- “Curb & Gutter” to 5th St./I-20 Interchange; including On/Off Ramps – 3 Applications
- “Curb & Gutter” at The Ike, Farmer’s Mkt., Rec. Center, and Ret. Home – 3 Applications
- “Curb & Gutter” to Arkansas Rd.; incl. sidewalks, islands, and roundabouts (from N. 7th to Good Hope) – 3 Applications
- Arkansas Rd. – Fence ROW on south side (from Warren to Jersey) – 2 Applications
- Trenton St. – All area between Street and Sea-Wall; and Guardrails – 2 Applications
- Trenton St – Sterilant Edging (@6 in.) along Sea-Wall – 2 Applications
- Restoration Park Walking Trail and Spillway – 1 Application
- Warren Dr. Ditch (excluding Detention Basin) - 2 Applications
- Wal-Mart Grocery Detention Basin – 2 Applications
- Public Works Complex – 2 Applications
- Water Tower / Well #10 Site (gravel) – 2 Applications
- Fire Dept. Training Yard (Haynes St.) – 2 Applications
- **Waste Water Treatment Facility ** (Not shown on Map)**
 - Bermuda Release/Suppression to all grass areas – 2 Applications
 - Non-Selective to all roads; inner banks; rock areas – 1 Application w/ Touch-up

****All areas except Waste Water Treatment Plant and Lagoons are also illustrated on attached map.**

Edko recommits to and reaffirms the following:

- 1) The City of West Monroe may alter/amend the treatment areas, and the contract amount would be adjusted accordingly.
- 2) The City of West Monroe may terminate the agreement due to any unsatisfactory performance.
- 3) All work is fully guaranteed with respect to results, completeness, quality, and satisfaction.
- 4) Work will be invoiced only after it is completed (broken into 2-3 invoices April-November)
- 5) Edko will only use licensed and experienced applicators.
- 6) Edko will only use herbicides that are:
 - a) produced and backed by premier manufacturers
 - b) registered by all applicable state and federal agencies
 - c) labeled for each specific type application

- 7) Edko will notify and coordinate with The City of West Monroe whenever there are issues such as access, or applications that may coincide with mowing. Close communication will be maintained with Mr. Nathan Moore (or other applicable person) to ensure we are all on the same page, and that The City's expectations are being met.
- 8) Spraying applications will be timed to optimize season-long control and desired results.
- 9) Edko will work safely...with utmost regard to our personnel and the public. We will make every effort to minimize our exposure to, and our impact on traffic, and to always utilize proper traffic warning devices.
- 10) Edko will dress and conduct ourselves in a professional manner at all times. We will treat all city employees, property owners, and the general public with courtesy and respect.
- 11) Edko will respect people's property...taking every precaution to avoid damage, impact, and complaints...whether that be from our physical presence, our trucks, or our spraying.
- 12) Edko agrees to hold ourselves responsible, and to indemnify The City of West Monroe, for and from any claims of damage that are the result of our negligence during the performance of our services for The City of West Monroe.
- 13) Insurance will be maintained in the following categories: Commercial General Liability and Automobile Liability in the amount of \$2,000,000...Workers Comp/Employers' Liability in the amount of \$1,000,000...Excess/Umbrella Liability in the amount of \$5,000,000. **Insurance Certificate is attached to email (exp: 07/01/2022).**

Total Contract Price for 2022...As Listed Above... \$74,532.00

We appreciate the opportunity to continue serving you! We vow to continue to earn your business with safe, effective, quality work. **As always, your satisfaction is our goal and our guarantee!** We are prepared to begin work upon your notification.

Respectfully,

David W. Green
Edko, LLC
david.green@edkollc.com
Office: 318-343-2365
Cell: 318-680-1507

Attachments: Insurance Certificate; Job Map; RRSI Letter
Email Cc: Stuart Hodnett; Monica Trahan

Upon acceptance of this agreement, please sign and return by email or mail.

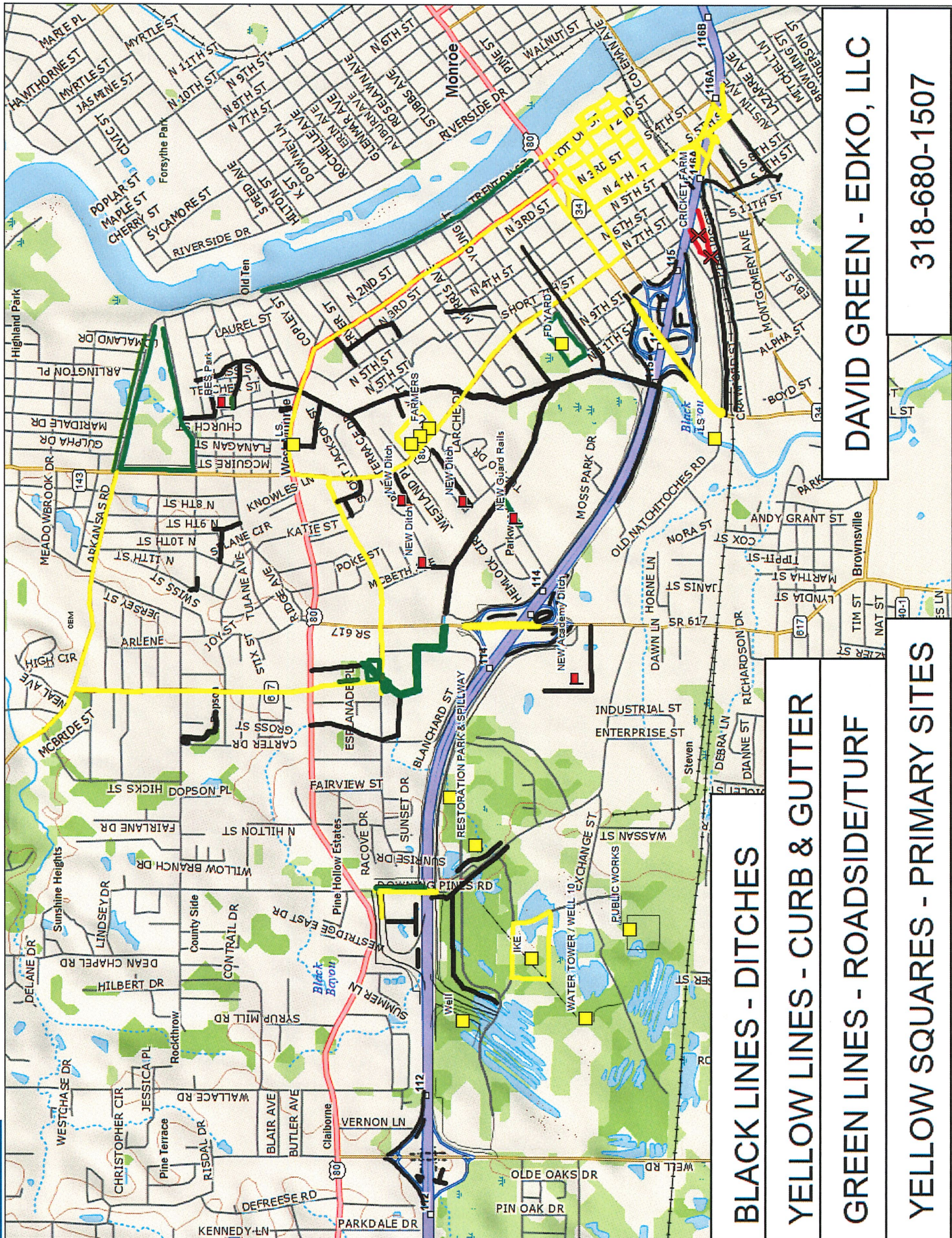
ACCEPTANCE OF AGREEMENT

Signature

Purchase Order Number

Date

Year 2022 Contract Amount



Data use subject to license.
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www.delorme.com



CERTIFICATE OF LIABILITY INSURANCE

DATE
2 Item 14)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--|-----------------------|
| PRODUCER Edgewood Partners Insurance Center, Inc. 301 Grant Street, Suite 470 Pittsburgh, PA 15219 | CONTACT NAME: Amy H Zgorliski | |
| | PHONE (A/C, No, Ext): 4122741708 | FAX (A/C, No): |
| INSURED Edko, LLC 4615 Marlena Street Bossier City LA 71111 | E-MAIL ADDRESS: amy.zgorliski@epicbrokers.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: National Union Fire Ins Co Pittsburgh PA | |
| | INSURER B: AXIS Insurance Company | |
| | INSURER C: Evanston Insurance Company | |
| | INSURER D: | |
| INSURER E: | | |
| INSURER F: | | |

COVERAGES

CERTIFICATE NUMBER: 66702991

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--|----------|--|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | GL4611651 Pesticide or Herbicide Applicator | 7/1/2021 | 7/1/2022 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | CA7742285 | 7/1/2021 | 7/1/2022 | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$ | | | P00100014355203 | 7/1/2021 | 7/1/2022 | EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ |
| A | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N | N/A | WC014590641 | 7/1/2021 | 7/1/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| C | Excess liability | | | MKLV2EUE100908 | 7/1/2021 | 7/1/2022 | \$3,000,000/\$3,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

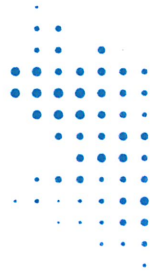
Evidence of Coverage

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|--|
| City of West Monroe Attn: Mayor Staci A. Mitchell 2305 North 7th Street West Monroe LA 71291 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE Sean Andreas |

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January 7, 2022

Jeremy Gilbert

Edko

4615 Marlena St.

Bossier City, LA 71111

Jeremy,

I would like to provide you and Edko with some details and background information regarding the current shortages and supply chain issues. Essentially, the cost of every product and service we offer has increased in cost, and some have increased more than 200%. To add to these issues are severe product shortages, which is further driving costs up.

Of the products commonly used by Edko, glyphosate (Roundup brands included) and 2,4-D have experienced the sharpest increases in the last year. 2,4-D has nearly doubled in price since January 2021, as has Roundup. We also expect more price increases, at least for the first half of the year. Purdue University predicts glyphosate used in agriculture could reach \$80/gallon in price. This would represent more than a 400% increase over 2021. Supply of both products will continue to be extremely tight, and available supply is not expected to meet market demand in 2022.

While those two molecules have experienced the largest increases (so far), no chemical we offer is immune. Adjuvants, particularly oil based adjuvants, have already experienced 10-20% increases in cost and are expected to rise more.

Manufacturers are experiencing shortages and cost increases of basic items such as jugs, caps for jugs, drums and pallets. One of our suppliers showed me invoices for their drums showing a 90% cost increase from one month to the other. This alone would add nearly \$1.00 to product costs.

Trucking costs have skyrocketed over 30% since the beginning of 2021 and will continue to rise. Ships are bringing products to port again, albeit for much higher costs – shipping containers which cost \$2500 to ship for many years now cost well over \$20,000. Containers and the products in them are piling up in ports and fully



loaded ships are anchored in the bay because there is no room to unload them. This is because, in addition to much higher trucking costs, there is also a shortage of trucking capacity. What once took two days to ship on a truck from a port is now taking weeks.

Further, China has ceased all chemical production and is not expected to resume for at least three months, and then another 90 days for production and shipping to the US. While China does manufacture some of the products and/or components of the products we sell, most of our products are made in the US. But China is the leading producer of many of the competitive brands. This means demand for products made in the US (since the US is currently the largest producer) will exceed the supply US manufacturing can produce. I want to be clear; I am not saying these supply chain issues will resolve in six months when and if Chinese products arrive, I am saying it will be at least until then.

There are no vegetation management products that are down in cost – or even flat from last year. And, again, cost increases are expected to continue at least through the first half of the year and likely beyond that. Our suppliers, for the first time in my 23 years of working in this industry, have not honored PO prices. We pay the price for the product at the time of availability. Therefore, Red River Specialties cannot guarantee prices for any length of time. We can only honor prices for what has physically landed in our warehouses. I would encourage Edko to plan further ahead than we have ever had to do to ensure product arrives in time and you have it at a known cost. I recommend Edko needs to forecast on a quarterly basis to help Red River secure product or find an alternate solution. Given our history together and your forecasting abilities, I believe we will be able to supply you with needed products for 2022. I can assure you Red River will do everything within our power to make sure of this. I cannot tell you though what prices will be, other than much higher than last year and rising as the year goes on.

Please let me know if I can be more specific on certain products of concern, but the answer will likely be no Chinese production, shortages of all components in the supply chain, including trucking have all created a perfect storm to limit supply and drive costs through the roof.

Thank you very much for your continued business and trust in us.

Andy Pierce
Red River Specialties



STATE OF LOUISIANA
CITY OF WEST MONROE

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

AN ORDINANCE TO AUTHORIZE APPLICATION FOR A LAND AND WATER CONSERVATION FUND GRANT THROUGH 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:

PROJECT TITLE AND DESCRIPTION:

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.

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 obligate the funds or services stipulated below to satisfactorily complete the proposed project and thus become eligible for Land and Water Conservation Fund financial aid of fifty percent (50%) of the estimated or 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 and directed to make application to the Louisiana Office of State Parks, Division of Outdoor Recreation, to seek federal assistance on this project for them, and be further authorized to take the necessary action to complete such project and sign such documents as are required.

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 12th day of April, 2022, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 12TH DAY OF
APRIL, 2022

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

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

STATE OF LOUISIANA

CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE THE CITY OF WEST MONROE, LOUISIANA TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE STATE OF LOUISIANA, DEPARTMENT OF ADMINISTRATION, REGARDING THE FUNDING OF THE CITY OF WEST MONROE’S WATER SECTOR PROJECT, NEW DRAGO SANITARY SEWER LIFT STATION, PLANNING AND CONSTRUCTION; TO FURTHER AUTHORIZE THE MAYOR TO EXECUTE THAT COOPERATIVE ENDEAVOR 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 FUNDING FOR THAT PROJECT, OR OTHERWISE TO FULFILL THE OBLIGATIONS OF THE CITY OF WEST MONROE, LOUISIANA AS IT RELATES TO THIS COOPERATIVE ENDEAVOR AGREEMENT AND THE REQUIREMENTS OF THE WATER SECTOR PROGRAM-SEWER; 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 a Cooperative Endeavor Agreement with the State of Louisiana, Department of Administration regarding the funding of the City of West Monroe’s Water Sector Project “New Drago Street Sanitary Sewer Lift Station, Planning and Construction”, a copy of which Cooperative Endeavor Agreement is attached as Exhibit “A”, and that Staci Albritton Mitchell, Mayor, is hereby further authorized to execute that Cooperative Endeavor 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 agreement and compliance by the City of West Monroe, Louisiana, including those set out in that letter of award and authorization attached as Exhibit “B”.

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, Mayor of the City of West Monroe, Louisiana, is hereby further authorized to execute any and all further documents, authorizations or commitments, and to undertake any and all actions which are necessary, appropriate or desirable in order to meet any and all other requirements relating to the award of that project, or otherwise to fulfill the obligation of the City of West Monroe, Louisiana, as it relates to the agreement.

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

and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, this
12th day of April, 2022, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

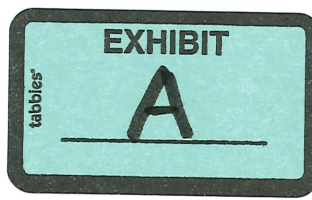
ABSENT: _____

ATTEST:

APPROVED THIS 12TH DAY OF
APRIL, 2022

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

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



STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

Cooperative Endeavor Agreement

This Cooperative Endeavor Agreement, is made and entered into on the dates indicated below by and among:

State of Louisiana, Division of Administration (DOA), acting by and through Commissioner Jay Dardenne; and

City of West Monroe, acting by and through Staci Albritton Mitchell, its Mayor, (hereinafter referred to as Mayor)

Who Declare the Following:

WHEREAS, La. Const. Art VII, §14(C) provides that, "[f]or a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual";

WHEREAS, the United States Congress has enacted Public Law No. 117-2, known as the American Rescue Plan Act of 2021 (ARPA), which, among other things, establishes the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which provides funding for states and localities to address the economic and health consequences of the COVID-19 pandemic;

WHEREAS, while some funds were disbursed directly to local governments, ARPA also established that the United States Treasury will direct funds to the States, who are tasked with allocating and making funds available for, among other purposes, sewer and water infrastructure projects;

WHEREAS, the United States Treasury has promulgated a final rule detailing the requirements and standards for using Coronavirus State and Local Fiscal Recovery Funds at 31 CFR Part 35.

WHEREAS, by Act 410 of the 2021 Regular Legislative Session, the Louisiana Legislature allocated a portion of Louisiana's ARPA funds for the purpose of providing grants for repairs, improvements, and consolidation of community water and sewer systems, and repairs and improvements necessitated by storm water. Act 410 set forth that DOA would provide administrative support to the Water Sector Commission in making funding determinations;

WHEREAS, in accordance with Act 410 of the 2021 Regular Legislative Session, the Water Sector Commission has recommended project funding for the City of West Monroe in accordance with its application to the Water Sector Program;

WHEREAS, the City of West Monroe and DOA wish to enter into this Cooperative Endeavor Agreement in an effort to establish a contractual relationship for the purpose of funding the City of West Monroe's Water Sector Program project, so that the State may disburse funds in accordance with federal and state guidelines, as well as Act 410 of the Regular Legislative Session;

NOW THEREFORE, in consideration of the mutual covenants herein contained, DOA and the City of West Monroe hereby agree as follows:

OBLIGATIONS OF THE STATE

The Louisiana Division of Administration, through the Office of Community Development (DOA-OCD), shall transfer to the City of West Monroe the price and sum of \$1,813,614.00 Dollars for the purpose of funding the water, sewer, and/or storm water infrastructure project selected by the Water Sector Commission and approved by the Joint Legislative Committee on Budget.

Funds will be disbursed by DOA-OCD in accordance with monthly pay applications, which must be submitted by the City of West Monroe. Funds will only be disbursed by DOA-OCD upon the City of West Monroe's satisfactory completion of all documentation requirements, which are set forth below.

OBLIGATIONS OF THE CITY OF WEST MONROE

The City of West Monroe will conduct the following activities:

1. Construct or cause to be constructed the water, sewer, and/or storm water infrastructure improvements approved by the Joint Legislative Committee on Budget, as reflected in the application documents.
2. Work cooperatively with DOA-OCD to prepare any necessary reports and publish information mandated by state or federal law; and
3. Produce any documentation or forms requested by DOA-OCD within the time period(s) prescribed by DOA-OCD in writing. The required documentation/forms may include, but are not limited to, the following:
 - a. Supplemental information page
 - b. Approved Financial Management Questionnaire
 - c. Approved Authorized Signature Card
 - d. Performance schedule, including benchmarks and expenditures
 - e. Final plans and specifications submitted to the Louisiana Department of Health for review
 - f. Completed rate study in conjunction with the firm assigned by DOA;
 - g. Summary of actions taken, if required by the rate study referenced in paragraph F above;
 - h. An acquisition timeline for any acquisition of real property. All acquisitions must comply with the Uniform Relocation Assistance and Real Property Acquisition Act (URA);
 - i. UEI number actively registered in sam.gov;

- j. Contractor clearance for all procurements;
 - k. Documentation verifying that matching funds are available to spend.
 - l. If the approved project involves consolidation with another water system or systems, the executed agreement between the systems that memorializes consolidation.
4. To the extent practicable, in an effort to increase efficiency, the City of West Monroe will attempt to:
- a. Utilize standard engineering practices with readily available materials and equipment; and
 - b. Efficiently procure supplies, services, and materials related to the project through the use of existing public contracts or cooperative purchasing strategies.

EFFECTIVE DATE, MODIFICATIONS AND TERM

Cooperation under this Agreement will take effect from the date last signed and will continue in effect until the agreement is amended by mutual agreement, terminated by either party, or extinguishes by operation of law after the completion of the water, sewer, and/or storm water infrastructure project.

Modifications to the scope of this CEA shall be made by mutual consent of all the parties, by issuance of a written modification, signed and dated by all parties, prior to any changes being implemented.

SEVERABILITY

This agreement sets forth the full terms of the agreement between the parties. In addition, the parties intend and believe that each provision in this CEA comports with all applicable local, state and federal laws and judicial decisions. If any section of this agreement is found to be invalid for any reason, such section shall be severed from the agreement and the remainder of the terms and conditions of this agreement shall be binding on DOA and the City of West Monroe.

PERSONNEL

For the purposes of notifications required under the provisions of this Agreement or by the effect of law, the parties shall use the following addresses, respectively, until notified in writing of changes as follows:

Traci Watts
Office of Community Development
P. O. Box 94095
Baton Rouge, LA 70804

Staci Albritton Mitchell
City of West Monroe
2305 North 7th Street
West Monroe, LA 71291

TAXES

The City of West Monroe hereby agrees that the responsibility for payment of any taxes from the funds thus received under this agreement shall be the City of West Monroe's obligation and identified under Federal tax identification number 72-6001497.

TERMINATION FOR CAUSE

Either party may terminate this agreement for cause based upon the failure of the other party to comply with the terms and/or conditions of the agreement; provided that the party claiming such failure to comply shall give the non-complying party written notice specifying such failure. If within thirty (30) days after receipt of such notice, the non-complying party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the party claiming noncompliance may, at its option, place the non-complying party in default and the agreement shall terminate on the date specified in such notice.

If, for any reason, the City of West Monroe fails to fulfill its obligation to provide documentation within the time periods prescribed by DOA-OCD, DOA shall thereupon have the right to terminate this Agreement by giving written notice to the City of West Monroe of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination.

If DOA terminates this Agreement for cause as set forth herein, the City of West Monroe shall ipso facto be liable for the return of all funds transferred by DOA-OCD.

TERMINATION FOR CONVENIENCE

The State may terminate the agreement at any time by giving ninety (90) days written notice to the City of West Monroe.

REMEDIES

Any claim or controversy arising out of this agreement shall be resolved by the provisions of La. R.S. 39:1672-1674.

ACCESS TO RECORDS

The City of West Monroe shall furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and will permit reasonable access to its books, records and accounts by the Division of Administration-Office of Community Development, or its agent, or other authorized officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

ASSIGNMENT

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

AUDITING CLAUSE

It is hereby agreed that the, U.S. Government Accountability Office, the United States Treasury, Legislative Auditor of the State of Louisiana, and/or the Office of Community Development, Division of Administration auditors or auditors contracted by them shall have the option of auditing all records and accounts of the City of West Monroe that relate to this agreement at any

time during normal business hours, as often as deemed reasonably necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The City of West Monroe shall comply with all relevant provisions of state law pertaining to audit requirements, including La. R.S. 24:513 et seq. Any deficiencies noted in audit reports must be fully cleared by the City of West Monroe within 30 days after receipt by the City of West Monroe. Failure of the City of West Monroe to comply with the above audit requirements in material respects will constitute a violation of this contract and may result in the termination of this agreement. The City of West Monroe hereby agrees to have an annual agency audit conducted in accordance with current City of West Monroe policy concerning City of West Monroe audits and 2 CFR Part 200, Subpart F Audits.

AMENDMENTS IN WRITING

Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties.

SECTION HEADING AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

FISCAL FUNDING CLAUSE

The continuation of this agreement is contingent upon the appropriation and availability of funds to fulfill the requirements of the agreement. If insufficient monies are appropriated to provide for the continuation of the agreement, or if such funding is reduced by government action and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. The City of West Monroe acknowledges that the funding for this Agreement is subject to congressional, legislative or executive changes such as mid-year budget reductions, which could result in a mid-year reduction of funds available pursuant to this agreement.

COMPLIANCE WITH FEDERAL AND STATE LAW

The City of West Monroe Grantee agrees to comply with 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards," as well as the Coronavirus State and Local Fiscal Recovery Funds Final Rule promulgated by the United States Treasury at 31 CFR Part 35.

The City of West Monroe agrees to comply with all civil rights laws in the performance of its obligations under this Agreement. In accordance with the foregoing, the City of West Monroe has reviewed and executed the Assurances of Compliance with Civil Rights Requirements, attached hereto as Exhibit A. Any act of unlawful discrimination committed by the City of West Monroe or its contractors, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

The City of West Monroe agrees to comply with all labor laws in the performance of its obligations under this Agreement. Specifically, the City of West Monroe will comply with the U.S. Treasury Guidance and Compliance Document, Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Failure to

Subrecipient No. LAWSP10116

comply with said labor laws by the City of West Monroe or its contractors shall be grounds for termination of this Agreement or other enforcement action.

No member, officer, or employee of the City of West Monroe, or agents, consultant, member of the governing body of the City of West Monroe or the locality in which the Project is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, or in any activity or benefit, which is part of this Agreement.

THUS DONE AND SIGNED by the Division of Administration in Baton Rouge, Louisiana, on the day, month and year affixed below.

For the Division of Administration:

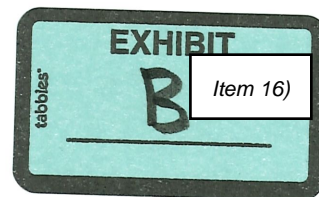
Jay Dardenne
Commissioner of Administration

Date: _____

For the City of West Monroe:

Staci Albritton Mitchell
Mayor

Date: _____



Office of Community Development
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

April 4, 2022

Honorable Staci Albritton Mitchell
Mayor, City of West Monroe
2305 N. 7th Street
West Monroe, Louisiana 71291-5256

RE: Authorization to Incur Costs and Grant Agreement with Conditions Transmittal
Water Sector Program - Sewer

Dear Mayor Mitchell:

Again, congratulations on being selected as a recipient of Water Sector Program (WSP) funds. Upon receipt of this letter, you have the authorization to incur costs for planning and administration which includes items necessary to clear the grant agreement conditions contained herein. **Reimbursement of such costs will be contingent upon your receipt of an executed grant agreement with the State and the approved use of WSP funds.** No WSP monies can be used to reimburse the grant recipient for any costs incurred prior to the date of this letter. **Pre-agreement costs will not be authorized under this program.** Please note that should the agreement not be issued or the project assistance request be withdrawn for **whatever** reason, **the grant recipient** may be responsible for payment of all planning and administration costs incurred, including those mentioned above.

Under no circumstances should the grant recipient advertise for bids or begin construction on an activity at this time. Written authorization will be provided from this office to advertise for bids when funds have been released and the plans and specifications for the project have been reviewed. Funds will not be released until the conditions included in this letter have been submitted and approved/cleared by this office.

Deadlines for each grant condition is identified in the list below. These timelines will be strictly enforced. The State may grant an extension, if necessary. Any extension request must be submitted to the Office of Community Development – Local Government Assistance (OCD-LGA) prior to the deadline for the required condition.

The following list of items are considered to be conditions of release of WSP funds, must be submitted to OCD-LGA (unless otherwise specified), and are identified herein.

1. Grant Agreement – The attached agreement must be signed by the chief executive officer identified in the agreement. The agreement should not be dated. The signed agreement must be received by the OCD-LGA within two (2) months of the date of this letter.
2. Authorized Signature Form - Please complete and submit one Authorized Signature Form to this office. Detailed instructions are on the form. The Authorized Signature Form is located at <https://www.doa.la.gov/doa/ocd-lga/american-rescue-plan-act/water-sector-program-forms/>. This form indicates the persons authorized to sign the entity's requests

Honorable Staci Albritton Mitchell
 April 4, 2022
 Page 2

for payments. This form must reflect original signatures and must not contain any erasures or corrections. Signatures and typed names must match. It is important for the certifying officer to write a date by his or her signature. If the certifying officer is someone other than the person identified as the chief executive officer during the application process, a resolution must be passed as indicated in the instructions and submitted to this office with the form. The completed document must be received by the OCD-LGA within two (2) months of the date of this letter.

3. Electronic Funds Transfer (EFT) Enrollment Form – If the system would like to receive funds through electronic transfer, contact the Office of Statewide Reporting and Accounting Policy (OSRAP) at _DOA-OSRAP-EFT@la.gov or 225-342-1097 for the enrollment form. Do not use an existing form. In most cases, you are required to submit a copy of a voided check with the form to OSRAP. Remember that all checks must be pre-printed and pre-numbered by the financial institution. Please do not send the completed EFT Enrollment form nor a copy of a voided check to the OCD-LGA. The completed document must be received by OSRAP within two (2) months of the date of this letter.
4. Supplemental Information Page – Please complete this form and submit it to this office. The form is located at <https://www.doa.la.gov/doa/ocd-lga/american-rescue-plan-act/water-sector-program-forms/>. Note that the federal government is no longer using the DUNS number for reporting purposes. You must obtain your Unique Entity Identification (UEI) number from www.sam.gov and include it on this form. Grantees must be actively registered in www.sam.gov in order to receive federal funds. The completed document must be received by the OCD-LGA within two (2) months of the date of this letter.
5. The system must complete and send to this office a “Financial Management Questionnaire.” An attachment to the Questionnaire regarding proof of fidelity insurance or bonding must also be provided. The Financial Management Questionnaire is located at <https://www.doa.la.gov/doa/ocd-lga/american-rescue-plan-act/water-sector-program-forms/>. The completed document must be received by the OCD-LGA within two (2) months of the date of this letter.
6. Please send this office a copy of the signed Title VI Assurances form which can be found at <https://www.doa.la.gov/doa/ocd-lga/american-rescue-plan-act/water-sector-program-forms/>. The completed document must be received by the OCD-LGA within two (2) months of the date of this letter.
7. The system must submit a Performance Schedule that identifies the schedule for expenditure of the WSP funds and project benchmarks. The WSP Performance Schedule format and its instructions can be located at <https://www.doa.la.gov/doa/ocd-lga/american-rescue-plan-act/water-sector-program-forms/>. The completed document must be received by the OCD-LGA within two (2) months of the date of this letter.
8. A copy of the plans and specifications plus a final cost estimate for the project must be **submitted** to the Louisiana Department of Health (LDH), for review within **six (6)** months of the date of this letter. The OCD-LGA must also receive a signed certification from the project engineer stating that the plans and specifications have been completed and submitted to LDH for their approval with a copy of the final cost estimate attached by the same deadline.
9. A rate study must be completed on the utility system that is funded by this grant. The OCD-LGA will assign an entity that will work with the grantee to complete the rate study. If the rate study determines that actions should be taken regarding the utility rates, the system must take actions to

Honorable Staci Albritton Mitchell

April 4, 2022

Page 3

implement the changes. A summary of actions taken must be submitted to OCD-LGA. The document must be received by the OCD-LGA within six (6) months of the date of this letter.

10. If the completed Supplemental Information form indicates real property will be acquired, through purchase or donation and regardless of funding source, then the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 must be followed. Also, the system must submit an Acquisition Timeline that includes dates and specific actions that will be taken to complete the acquisition process that is identified in the approved application. The system should submit this document to this office within two (2) months of the date of this letter.
11. Documentation identifying matching funds provided by the system are available to be spent. The document must be received by the OCD-LGA within two (2) months of the date of this letter.
12. If the approved project involves consolidation with another system or systems, the executed agreement between the systems that memorializes consolidation must be submitted to OCD-LGA. The document must be received by the OCD-LGA within two (2) months of the date of this letter.

The system has been allowed WSP funds as follows:

| | |
|-----------------|--------------------------------|
| \$ 1,813,614.00 | Construction and contingencies |
| \$ 1,813,614.00 | Total |

Following this office's review and approval of all documents listed above as well as the LDH's review of the project's plans and specifications, the grantee will receive a letter of authorization to advertise for bids; the grantee is expected to advertise for bids within thirty days of the date of that letter. A copy of the publicized bid advertisement, including the publication date, must be submitted to this office. If there are extenuating circumstances which prevent publication of the advertisement for bids within the thirty-day period, the system must request an extension of time from this office prior to the end of the thirty-day period. The State reserves the right to grant an extension when the reasons for not meeting the timeframe are valid.

The system will be required to have a certified operator on the staff operating the system prior to closing out the grant with the State.

A webinar will be conducted on April 13, 2022 to discuss the requirements contained in this letter. Registration will be required. At least one person from the system must participate in the webinar. The registration information can be found on the OCD-LGA webinar at <https://www.doa.la.gov/doa/ocd-lga/american-rescue-plan-act/>.

Please submit the information requested in this letter as soon as possible. If there are any questions, please contact me at (225) 342-7412.

Sincerely,



Traci Watts
Director, Local Government Assistance
Office of Community Development

c: S. E. Huey Co., Engineering Firm
File: WSP Grantee File

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.014690, FEDERAL AID PROJECT NO. H014690, KIROLI RD REHAB: ARKANSAS - OLD DARBONNE, 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.014690, Federal Aid Project No. H014690, Kiroli Rd Rehab: Arkansas - Old Darbonne, Ouachita Parish, a copy of which is attached as Exhibit "A", and that Staci Albritton Mitchell, Mayor, 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, Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized to execute any and all further documents, authorizations or commitments, and to undertake any and all actions which are necessary, appropriate or desirable in order to meet any and all other requirements relating to the award of that project, or otherwise to fulfill the obligation of the City of West Monroe, Louisiana, as it relates to the agreement.

The above Ordinance was read and considered by sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, this 12th day of April, 2022, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

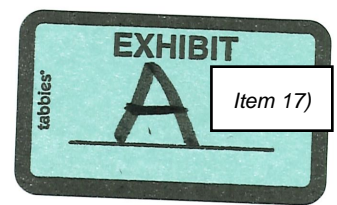
ABSENT: _____

ATTEST:

APPROVED THIS 12TH DAY OF
APRIL, 2022

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

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



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

**ENTITY/STATE AGREEMENT
STATE PROJECT NO. H.014690
FEDERAL AID PROJECT NO. H014690
KIROLI RD REHAB: ARKANSAS – OLD DARBONNE
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 **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 mill, patch and overlay Kiroli Road from Arkansas Road to Old D’arbonne Road, in 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.014690 and Federal Project No. H014690**. 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 | IF PCE, DOTD may prepare the environmental document |
| 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% | 80% Federal; 0% State |
| 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 fully executed Memorandum of Estimated Project Costs.

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.

WITNESSES:

CITY OF WEST MONROE

BY: _____

Typed or Printed Name

Title

Taxpayer Identification Number

Unique Entity ID Number (SAM)

20.205

CFDA Number

WITNESSES:

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

BY: _____

Secretary

RECOMMENDED FOR APPROVAL:

BY: _____

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.014691, FEDERAL AID PROJECT NO. H014691, TRENTON ST. PH. 1 (ARKANSAS RD - CRYER ST), 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.014691, Federal Aid Project No. H014691, Trenton St. Ph. 1 (Arkansas Rd - Cryer St), Ouachita Parish, a copy of which is attached as Exhibit "A", and that Staci Albritton Mitchell, Mayor, 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, Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized to execute any and all further documents, authorizations or commitments, and to undertake any and all actions which are necessary, appropriate or desirable in order to meet any and all other requirements relating to the award of that project, or otherwise to fulfill the obligation of the City of West Monroe, Louisiana, as it relates to the agreement.

The above Ordinance was read and considered by sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, this 12th day of April, 2022, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

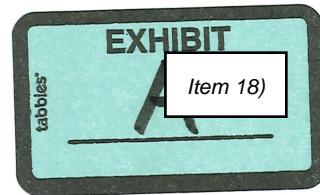
ABSENT: _____

ATTEST:

APPROVED THIS 12TH DAY OF
APRIL, 2022

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

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



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

**ENTITY/STATE AGREEMENT
STATE PROJECT NO. H.014691
FEDERAL AID PROJECT NO. H014691
TRENTON ST. PH. 1 (ARKANSAS RD- CRYER ST)
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 **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:

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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 improve Trenton Street from Arkansas Road to Cryer Street by 1) milling, patching and overlaying the roadway and 2) constructing sidewalk along the west side of Trenton Street , in 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.014691 and Federal Project No. H014691**. 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.

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| Responsibility Table Roadway Control Section 000-37 | | | |
|--|--------|------|---|
| | Entity | DOTD | Comments |
| Roadway Owner | Yes | No | |
| Environmental Process | Yes | No | If PCE, DOTD may prepare the environmental document |
| 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

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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% | 80% Federal, 0% State |
| Construction Engineering and Inspection | 100% | 0% | |
| Construction Engineering Testing | 100% | 0% | |
| Non-Infrastructure Enhancements | 100% | 0% | |

¹ Percentages are to be applied to the amount shown in the most current fully executed Memorandum of Estimated Project Costs.

² Includes 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

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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.

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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;

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- 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

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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

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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:

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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

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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.

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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.

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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.

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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.

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- (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

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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.

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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,

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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.

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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.

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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-

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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.

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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.

WITNESSES:

CITY OF WEST MONROE

BY: _____

 Typed or Printed Name

 Title

 Taxpayer Identification Number

 Unique Entity ID Number (SAM)

 20.205
 CFDA Number

WITNESSES:

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

BY: _____

Secretary

RECOMMENDED FOR APPROVAL:

BY: _____

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.013392, FEDERAL AID PROJECT NO. H013392, MANE STREET REHABILITATION PHASE 2, 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.013392, Federal Aid Project No. H013392, Mane Street Rehabilitation Phase 2, Ouachita Parish, a copy of which is attached as Exhibit "A", and that Staci Albritton Mitchell, Mayor, 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, Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized to execute any and all further documents, authorizations or commitments, and to undertake any and all actions which are necessary, appropriate or desirable in order to meet any and all other requirements relating to the award of that project, or otherwise to fulfill the obligation of the City of West Monroe, Louisiana, as it relates to the agreement.

The above Ordinance was read and considered by sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, this 12th day of April, 2022, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 12TH DAY OF
APRIL, 2022

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

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

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

**ENTITY/STATE AGREEMENT
STATE PROJECT NO. H.013392
FEDERAL AID PROJECT NO. H013392
MANE STREET REHABILITATION PHASE 2
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 **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 mill, patch and overlay Mane Street from Constitution Drive to Downing Pines Road, in 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.013392 and Federal Project No. H013392**. 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 | If PCE, DOTD may prepare the environmental document |
| 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% | 80% Federal, 0% State |
| 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 fully executed Memorandum of Estimated Project Costs.

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.

WITNESSES:

CITY OF WEST MONROE

BY: _____

Typed or Printed Name

Title

Taxpayer Identification Number

Unique Entity ID Number (SAM)

20.205
CFDA Number

WITNESSES:

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

BY: _____

Secretary

RECOMMENDED FOR APPROVAL:

BY: _____

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.013401, FEDERAL AID PROJECT NO. H013401, CROSELY ST REHAB: TRENTON - N 7TH, 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.013401, Federal Aid Project No. H013401, Crosely St Rehab: Trenton - N 7th, Ouachita Parish, a copy of which is attached as Exhibit “A”, and that Staci Albritton Mitchell, Mayor, 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, Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized to execute any and all further documents, authorizations or commitments, and to undertake any and all actions which are necessary, appropriate or desirable in order to meet any and all other requirements relating to the award of that project, or otherwise to fulfill the obligation of the City of West Monroe, Louisiana, as it relates to the agreement.

The above Ordinance was read and considered by sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, this 12th day of April, 2022, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 12TH DAY OF
APRIL, 2022

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

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



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

**ENTITY/STATE AGREEMENT
STATE PROJECT NO. H.013401
FEDERAL AID PROJECT NO. H013401
CROSELY ST REHAB: TRENTON – N 7TH
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 **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 mill, patch and overlay Crosely Street from Trenton Street to N. 7th Street, in 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.013401 and Federal Project No. H013401**. 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 | If PCE, DOTD may prepare the environmental document |
| 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% | 80% Federal, 0% State |
| 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 fully executed Memorandum of Estimated Project Costs.

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.

WITNESSES:

CITY OF WEST MONROE

BY: _____

Typed or Printed Name

Title

Taxpayer Identification Number

Unique Entity ID Number (SAM)

20.205
CFDA Number

WITNESSES:

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

BY: _____

Secretary

RECOMMENDED FOR APPROVAL:

BY: _____

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.014702, FEDERAL AID PROJECT NO. H014702, CONSTITUTION DR. PEDESTRIAN IMPROVEMENTS, 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.014702, Federal Aid Project No. H014702, Constitution Dr. Pedestrian Improvements, Ouachita Parish, a copy of which is attached as Exhibit “A”, and that Staci Albritton Mitchell, Mayor, 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, Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized to execute any and all further documents, authorizations or commitments, and to undertake any and all actions which are necessary, appropriate or desirable in order to meet any and all other requirements relating to the award of that project, or otherwise to fulfill the obligation of the City of West Monroe, Louisiana, as it relates to the agreement.

The above Ordinance was read and considered by sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, this 12th day of April, 2022, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

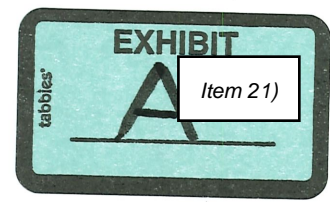
ABSENT: _____

ATTEST:

APPROVED THIS 12TH DAY OF
APRIL, 2022

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

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



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

**ENTITY/STATE AGREEMENT
STATE PROJECT NO. H.014702
FEDERAL AID PROJECT NO. H014702
CONSTITUTION DR. PEDESTRIAN IMPROVEMENTS
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 **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.

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Constitution Dr. Pedestrian Improvement
Ouachita Parish
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ARTICLE I: PROJECT DESCRIPTION

The improvement, hereinafter referred to as “Project,” that is to be undertaken under this Agreement is to construct a shared use path starting on the south side of Constitution Drive where it meets Mane Street. The shared use path continues along south side of Constitution Drive until Short Constitution Drive where the shared use path will then continue along the west side of Short Constitution Drive and end at the intersection with Downing Pines Road, in 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.014702 and Federal Project No. H014702**. 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.

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| Responsibility Table Roadway Control Section 000-37 | | | |
|--|--------|------|---|
| | Entity | DOTD | Comments |
| Roadway Owner | Yes | No | |
| Environmental Process | Yes | No | If PCE, DOTD may prepare the environmental document |
| 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

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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% | 80% Federal, 0% State |
| 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 fully executed Memorandum of Estimated Project Costs.

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

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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.

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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;

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- 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 23 CFR 200.309, the Period of Performance is a period when project costs can be incurred;

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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

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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

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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

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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.

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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.

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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.

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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

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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.

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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.

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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

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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,

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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

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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.

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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.

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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.

WITNESSES:

CITY OF WEST MONROE

BY: _____

 Typed or Printed Name

 Title

 Taxpayer Identification Number

 Unique Entity ID Number (SAM)

 20.205
 CFDA Number

WITNESSES:

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

BY: _____

Secretary

RECOMMENDED FOR APPROVAL:

BY: _____

STATE OF LOUISIANA
CITY OF WEST MONROE

RESOLUTION NO. _____

MOTION BY: _____

SECONDED BY: _____

A RESOLUTION TO AUTHORIZE AND SUPPORT THE SUBMISSION OF THE PROJECT FY23 MID-CITY DRAINAGE IMPROVEMENTS, PHASE 1 TO U.S. SENATOR BILL CASSIDY AS A FEDERAL APPROPRIATIONS REQUEST FOR \$2,000,000 FEDERAL CONTRIBUTION WITH A MATCHING CONTRIBUTION OF \$500,000 BY THE CITY; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

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 they do hereby authorize, support and endorse the submission of a Federal Appropriations request to U.S. Senator Bill Cassidy for the following project, to-wit:

FY23 Mid-City Drainage Improvements, Phase 1 (\$2,000,000.00 Federal appropriation, with \$500,000.00 match by the City)

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 12th day of April, 2022, voted on by yea and nay vote, passed and adopted, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 12TH DAY OF
APRIL, 2022

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

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

CHANGE ORDERNo. 1Dated: 4/12/2022OWNER'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: April 12, 2022

Nature of Changes: Reimbursement for OCP Insurance per DOTD Special Provision 107.02.
Additional quantity for removal and replacement of concrete walks and drives. This addition:
quantity is needed because of the condition of the existing walks and drive the contractor i
tying to and also to achieve ADA compliance

Enclosures: Change Order #1 Detail

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

Contract Price Prior to This Change Order: \$ 1,310,066.00Net (Increase) Resulting from this Change Order: \$ 21,652.00Current Contract Price Including this Change Order: \$ 1,331,718.00

Contract Time Prior to This Change Order: 150 Days

Net (Add) Resulting from This Change Order: 0 Days

Current Contract Time Including This Change Order: 150 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:

| | | | | | | | | |
|---|---|---|----------|--------------|----------------------------------|--------------------|------------|-------------|
| Project: NATCHITOCHES ST REHAB: TRENTON - N 7TH | | Owner: CITY OF WEST MONROE, LA | | | | | | |
| Job #: 215202 | | Change Order No. 1 | | | Contract Date: December 20, 2021 | | | |
| Date of Completion: | | Amount of Contract: | | | | Contract Days: | | |
| Original: N/A | | Current: \$1,310,066.00 | | | | Current: 150 | | |
| Revised: N/A | | Revised: \$1,331,718.00 | | | | Revised: 150 | | |
| Contract Items | | Original | | | | Change Order No. 1 | | |
| Item No. | Item Description | Unit | Quantity | Unit \$ | Extension | Quantity | Difference | Extension |
| 202-02-06060 | REMOVAL OF CONCRETE CATCH BASINS | EACH | 8 | \$1,800.00 | \$14,400.00 | | | \$0.00 |
| 202-02-06100 | REMOVAL OF CONCRETE WALKS AND DRIVES | SQ. YD. | 1287 | \$33.00 | \$42,471.00 | 1427.00 | 140 | \$4,620.00 |
| 202-02-06140 | REMOVAL OF CONCRETE CURBS | LIN. FT. | 2610 | \$35.00 | \$91,350.00 | | | \$0.00 |
| 203-01-00100 | GENERAL EXCAVATION | CU. YD. | 275 | \$59.00 | \$16,225.00 | | | \$0.00 |
| 203-07-00200 | BORROW (VEHICULAR MEASURE)(SELECT SOILS) | SQ. YD. | 275 | \$18.00 | \$4,950.00 | | | \$0.00 |
| 502-01-00100 | ASPHALT CONCRETE | TON | 1407.7 | \$130.00 | \$183,001.00 | | | \$0.00 |
| 502-01-00200 | ASPHALT CONCRETE DRIVES, TURNOUTS, ETC. | TON | 88 | \$500.00 | \$44,000.00 | | | \$0.00 |
| 509-01-00100 | MILLING ASPHALTIC PAVEMENT | SQ. YD. | 13598 | \$4.25 | \$57,791.50 | | | \$0.00 |
| 509-02-00100 | CONTRACTOR RETAINED RECLAIMED ASPHALT CONCRETE PAVEMENT | CU. YD. | -1045 | \$1.00 | (\$1,045.00) | | | \$0.00 |
| 510-01-00200 | PAVEMENT PATCHING (12" MINIMUM THICKNESS) | SQ. YD. | 250 | \$155.00 | \$38,750.00 | | | \$0.00 |
| 702-03-00500 | CATCH BASINS (CB-06) | EACH | 8 | \$6,000.00 | \$48,000.00 | | | \$0.00 |
| 702-04-00100 | ADJUSTING MANHOLES | EACH | 13 | \$500.00 | \$6,500.00 | | | \$0.00 |
| 706-01-00100 | CONCRETE WALK (4" THICK) | SQ. YD. | 950.9 | \$85.00 | \$80,826.50 | | | \$0.00 |
| 706-02-00200 | CONCRETE DRIVE (6" THICK) | SQ. YD. | 355.9 | \$110.00 | \$39,149.00 | 495.90 | 140 | \$15,400.00 |
| 706-04-00100 | HANDICAPPED CURB RAMPS | EACH | 48 | \$4,250.00 | \$204,000.00 | | | \$0.00 |
| 707-03-00100 | COMBINATION CONCRETE CURB AND GUTTER | LIN. FT. | 2610 | \$50.00 | \$130,500.00 | | | \$0.00 |
| 713-01-00100 | TEMPORARY SIGNS AND BARRICADES | LUMP SUM | 1 | \$124,000.00 | \$124,000.00 | | | \$0.00 |
| 713-02-00500 | TEMPORARY PAVEMENT MARKINGS (24" WIDTH) | LIN. FT. | 14 | \$2.00 | \$28.00 | | | \$0.00 |
| 713-03-02000 | TEMP PVMT MRKGS (BRKN LINE) (4" W) (4' L) | MILE | 0.500 | \$3,750.00 | \$1,875.00 | | | \$0.00 |
| 726-01-00100 | BEDDING MATERIAL | CU. YD. | 59.2 | \$185.00 | \$10,952.00 | | | \$0.00 |
| 727-01-00100 | MOBILIZATION | LUMP SUM | 1 | \$135,000.00 | \$135,000.00 | | | \$0.00 |
| 731-02-00100 | REFLECTORIZED RAISED PAVEMENT MARKERS | EACH | 166 | \$15.00 | \$2,490.00 | | | \$0.00 |
| 732-01-01080 | PLASTIC PAVEMENT STRIPING (SOLID LINE) (24" WIDE) (THERMO 90 MIL) | LIN. FT. | 14 | \$33.00 | \$462.00 | | | \$0.00 |
| 732-02-02000 | PLASTIC PAVEMENT STRIPING (SOLID LINE)(4" WIDTH) | MILE | 1.000 | \$9,750.00 | \$9,750.00 | | | \$0.00 |
| 732-03-02000 | PLASTIC PAVEMENT STRIPING (BROKEN LINE)(4" WIDTH) | MILE | 0.500 | \$5,100.00 | \$2,550.00 | | | \$0.00 |
| 739-01-00100 | HYDRO-SEEDING | ACRE | 1 | \$2,850.00 | \$2,850.00 | | | \$0.00 |
| 740-01-00100 | CONSTRUCTION LAYOUT | LUMP SUM | 1 | \$15,000.00 | \$15,000.00 | | | \$0.00 |
| 741-11-00200 | ADJUSTING WATER VALVE AND METER BOX | EACH | 8 | \$200.00 | \$1,600.00 | | | \$0.00 |
| 737-01-00100 | PAINTED TRAFFIC STRIPING (SOLID LINE)(4" WIDTH) | MILE | 0.33 | \$8,000.00 | \$2,640.00 | | | \$0.00 |
| CI-107-00600* | OCP INSURANCE REIMBURSEMENT | EACH | 0 | \$1,632.00 | \$0.00 | 1 | 1 | \$1,632.00 |
| | | | | | | | | |
| | | | | | | | | |
| * - New Item | | Project Cost Increase (Decrease): \$21,652.00 | | | | | | |
| | | Contract Amount: Original: \$1,310,066.00 Revised: \$1,331,718.00 | | | | | | |

STATE OF LOUISIANA
CITY OF WEST MONROE

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

A RESOLUTION TO AUTHORIZE AND SUPPORT THE SUBMISSION OF THE FY23 TRENTON CORRIDOR UTILITIES IMPROVEMENTS, BIKE/PEDESTRIAN TRAILS PROJECT TO U.S. REPRESENTATIVE JULIA LETLOW AS A FEDERAL APPROPRIATIONS REQUEST FOR \$5,000,000 FEDERAL CONTRIBUTION WITH A MATCHING CONTRIBUTION OF \$1,250,000 BY THE CITY; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT RESOLVED by the Mayor and the Board of Aldermen of the City of West Monroe, Louisiana, in special and legal session convened, that they do hereby authorize, support and endorse the submission of a Federal Appropriations request to U.S. Representative Julia Letlow for the following project, to-wit:

FY23 Trenton Corridor Utilities Improvements, Bike/Pedestrian Trails Project
(\$5,000,000.00 Federal appropriation, with \$1,250,000.00 match by the City)


The above resolution was read and considered by sections at a public meeting of the Mayor and Board of Aldermen, in special and legal session convened on the 12th day of April, 2022, voted on by yea and nay vote, passed and adopted, the final vote being as follows:

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

APPROVED THIS 12TH DAY OF
APRIL, 2022

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

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

|  INFRASTRUCTURE PROJECT UPDATE April 12, 2022 | | | |
|--|---|-----------------------|---|
| UNDER CONSTRUCTION | | | |
| Project | Description | Funding | Status |
| Montgomery/Coleman RR Signals | New RR Signals on Coleman & Montgomery (Engr: LaDOTD). | Urban Systems (80/20) | Under construction. |
| Riverbend Sidewalks and Drainage | Install new drainage pipes and sidewalks around Riverbend Elementary and Community Center. | DOTD/CDBG | LaDOTD/CDBG Closeout pending. |
| Endom Bridge Approach Realignment | Realignment of Coleman Avenue at Endom Bridge intersection (Engr: LaDOTD). | LaDOTD LRSP (90/10) | Under construction. |
| Otis Street (Urban Systems) | Mill & Overlay, add bike/ped path. | Urban Systems (80/20) | Construction to begin 4-26-22. |
| Natchitoches Street (Urban Systems) | Mill & Overlay, improve drainage, add bike lane. | Urban Systems (80/20) | Under construction. |
| New Downtown Parking Lot | Addition of parking spaces and garbage bin location adjacent to "Flower Lot". | City | Under construction. |
| Flood Buyout Program (HMGP) | Purchase and remove 24 flood-prone homes within the City. | FEMA/City | 15 Properties acquired and demolished. 2 Demolitions pending. Budget amendment pending. |
| Highland Park Commercial Subdivision | Development of the east end of the golf course land to sell as commercial property. | DRA/City | Contract has been awarded. Construction to begin this month. |
| Highland Park Trails Parking Lot | Construction of a crushed stone parking lot off of Otis Street for users of the walking trails at Highland Park | City | Project under construction |

Project Classifications

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

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

| IN DESIGN | | | |
|---|---|---------------------------|---|
| Project | Description | Funding | Status |
| Kiroli Sidewalk Project | Install new sidewalks along Kiroli Road from Post Oak Apartments to Arkansas Road. Install pedestrian crossing (signals, signs, and striping) at Kiroli Elementary. | DOTD TAP (80/20) | Project in design phase. Coordinating w/Tupawek, Kiroli Bridge, and 2 Kiroli Rd U/S projects. |
| Black Bayou Canal - 2016 Flood Damage Repairs | Public Assistance (PA) damage claims to the concrete canal. | FEMA/CDBG/ City | Seeking additional funding. |
| Industrial Park Drainage Improvements (EDA) | Drainage improvements including cross drains, piping, and ditches. | EDA/City | Awarded 3/22, Bentz Construction LLC |
| Black Bayou Canal Improvements (HMGP) | Improvements including cleaning, widening, and armoring portions of the Black Bayou Canal south of I-20. | FEMA/City | Permitting Phase |
| Highland School Area Sidewalks | Construction of sidewalks along Arlene Street to provide a safe pedestrian route to school. | City | DOTD kickoff meeting has been held. Preliminary plans are being prepared for DOTD submittal. |
| Tupawek Estates Sidewalks | Construction of sidewalk along Tupawek Drive to provide a safe corridor for pedestrians within the neighborhood. | City | Plan sheets are being assembled. Anticipated construction Summer 2022. |
| Constitution & Sh. Const. Dr. (Urban Systems) | Pulverize and rebuild road base and pavement. | Urban Systems (80/20) | DOTD comments received. 95% Final to be submitted 4-22-22. |
| Mane Street Rehabilitation Phase 2 (Urban Systems) | Mill & Overlay Mane Street from Downing Pines Rd to Interchange. | Urban Systems (80/20) | Preliminary plans to be submitted 4-22-22. |
| New Kiroli Road Bridge (North) | Replacement of bridge on Kiroli Road, near Kiroli Park. | Capital Outlay | Design 65% |
| Water System Model Update | Update data in City's Water System model for use in fire rating analysis. | City | Continued calibration of model w/WMFD. |
| New Drago Sanitary Sewer Lift Station | New sanitary sewer lift station to replace Drago LS. Design funded through LaDEQ. Seeking EDA funding for construction. | LaDEQ/City | Permitting, final sitework revisions, final property platting & design |
| New Austin Sanitary Sewer Lift Station | New sanitary sewer lift station to replace Austin LS. | EDA/City | Design 50%. Funding RFI's (EDA). |
| Arkansas Rd. (N. 7th St. to Trenton Street) | Mill, patch, and overlay (3,325LF). Fill in ditch. Add 10' path. | Urban Systems (80/20) | Survey complete. Project in design phase. |
| 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 | Project in 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 25% |
| 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 | Project in design phase. |

Project Classifications

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

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

| APPLICATIONS | | | |
|---|--|-------------------------|---|
| Project | Description | Agency | Status |
| Watershed Initiative - Round 1 Projects | \$5.2M awarded for Buyouts. | LWI | Program formulation with LWI/OCD Staff |
| DRA: Cypress/Slack Sanitary Sewer Improvements | New sanitary sewer lift station to replace Drago LS. Design funded through LaDEQ. Seeking EDA funding for construction. | DRA/City | NTP received 3/7/22. |
| LaDOTD Safe Routes to Public Places: McMillan Library Sidewalks | Application for funding of multiple transportation-related projects. | SRTPP | Submitted June 30, 2021 |
| LCDBG: Cypress/Jackson Sanitary Sewer Improvements | New sanitary sewer lift station to replace Drago LS. Design funded through LaDEQ. Seeking EDA funding for construction. | LCDBG/City | Pre-application submitted June 30, 2021 |
| FY23 Capital Outlay Requests | New Drago Street Sanitary Sewer Lift Station (Reauthorization) New Kiroli Bridge Over North Tupawek Bayou (Reauthorization) Downtown Utilities Undergrounding Project, Phase 1 North Trenton Corridor Utilities Undergrounding Project Mid-City Drainage Improvements North Trenton Corridor Drainage Improvements Sunshine Heights Drainage Improvements West Monroe Greenway, Phase 1 | LA Capital Outlay (HB2) | Requests submitted November 1, 2021 |

Project Classifications

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

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



Fire Incident Summary Report



Item 26)

Print Date/Time: 04/12/2022 09:25
Login ID: tsmith
Station:
Incident Type(s): All

From Date: 03/01/2022
To Date: 03/31/2022
Location: All

West Monroe Fire Department
FDID Number: 37020

General Information

| | | | | | | | | |
|-----------------------------|---------------|-------------|----------------|--------------|----------|--------------|--------|--------|
| Total Number of Calls | Fire: | 7 | EMS: | 148 | Unknown: | 2 | All: | 242 |
| Average Calls per Day | Fire: | 0.23 | EMS: | 4.93 | All: | 8.07 | | |
| Total Number of Arson Calls | All: | 1 | | | | | | |
| Estimated Dollar Loss | Fire: | \$18,500.00 | Other: | \$5.00 | All: | \$18,505.00 | Arson: | \$0.00 |
| Estimated Value | Fire: | \$40,000.00 | Other: | \$200,000.00 | All: | \$240,000.00 | Arson: | \$0.00 |
| Percentage Saved | Fire: | 5,400.00% | Other: | 10,000.00% | All: | 9,200.00% | Arson: | 0.00% |
| Total Injuries | Fire Service: | 0 | Civilian Fire: | 0 | EMS: | 0 | Arson: | 0 |
| Total Fatalities | Fire Service: | 0 | Civilian Fire: | 0 | Arson: | 0 | | |
| Total Apparatus Responses | All: | 580 | | | | | | |
| Average Responses per Day | All: | 8.07 | | | | | | |
| Average Apparatus per Call | Fire: | 3.86 | EMS: | 2.17 | All: | 2.40 | | |
| Average Turnout Time | All: | 00:01:04 | | | | | | |
| Average Response Time | All: | 00:04:21 | | | | | | |
| Average Contain Time | All: | 01:31:03 | | | | | | |
| Average Total Time | All: | 00:12:33 | | | | | | |
| Average Personnel per Call | Fire: | 6.29 | EMS: | 3.47 | All: | 4.00 | | |
| Total Aid Given Calls | All: | 0 | | | | | | |
| Total Aid Received Calls | All: | 1 | | | | | | |

| Total Calls By Incident Group | Count | Average Response Time | Aid Given |
|---|-------|-----------------------|-----------|
| 100 - 199 Fire | 7 | 00:04:04 | 0 |
| 200 - 299 Overpressure rupture, explosion, overheat - No fire | 0 | | 0 |
| 300 - 399 Rescue AND Emergency Medical Service incidents | 148 | 00:04:22 | 0 |
| 400 - 499 Hazardous Conditions(No Fire) | 3 | 00:02:22 | 0 |
| 500 - 599 Service Call | 17 | 00:04:58 | 0 |
| 600 - 699 Good Intent Call | 59 | 00:04:14 | 0 |
| 700 - 799 False Alarm AND False Call | 6 | 00:03:39 | 0 |
| 800 - 899 Severe Weather & Natural Disaster | 0 | | 0 |
| 900 - 999 Special Incident Type | 0 | | 0 |



Fire Incident Summary Report



Item 26)

Print Date/Time: 04/12/2022 09:25
Login ID: tsmith
Station:
Incident Type(s): All

From Date: 03/01/2022
To Date: 03/31/2022
Location: All

West Monroe Fire Department
FDID Number: 37020

| Total Calls By Incident Type | Count | Aid Given | Aid Received |
|--|-------|-----------|--------------|
| 111 111 Building fire | 1 | 0 | 0 |
| 118 118 Trash or rubbish fire, contained | 1 | 0 | 0 |
| 131 131 Passenger vehicle fire | 1 | 0 | 0 |
| 142 142 Brush or brush-and-grass mixture fire | 1 | 0 | 1 |
| 143 143 Grass fire | 2 | 0 | 0 |
| 151 151 Outside rubbish, trash or waste fire | 1 | 0 | 0 |
| 311 311 Medical assist, assist EMS crew | 1 | 0 | 0 |
| 321 321 EMS call, excluding vehicle accident with injury | 127 | 0 | 0 |
| 322 322 Motor vehicle accident with injuries | 14 | 0 | 0 |
| 323 323 Motor vehicle/pedestrian accident (MV Ped) | 2 | 0 | 0 |
| 324 324 Motor vehicle accident with no injuries. | 4 | 0 | 0 |
| 412 412 Gas leak (natural gas or LPG) | 1 | 0 | 0 |
| 441 441 Heat from short circuit (wiring), defective/worn | 1 | 0 | 0 |
| 445 445 Arcing, shorted electrical equipment | 1 | 0 | 0 |
| 553 553 Public service | 15 | 0 | 0 |
| 561 561 Unauthorized burning | 2 | 0 | 0 |
| 611 611 Dispatched & canceled en route | 50 | 0 | 0 |
| 611 7009 False Alarm without dispatch | 2 | 0 | 0 |
| 622 622 No incident found on arrival at dispatch address | 5 | 0 | 0 |
| 651 651 Smoke scare, odor of smoke | 2 | 0 | 0 |
| 733 733 Smoke detector activation due to malfunction | 1 | 0 | 0 |
| 735 735 Alarm system sounded due to malfunction | 3 | 0 | 0 |
| 743 743 Smoke detector activation, no fire - unintentional | 1 | 0 | 0 |
| 744 744 Detector activation, no fire - unintentional | 1 | 0 | 0 |

| Total Calls By District | Count | Arson |
|-----------------------------|-------|-------|
| West Monroe Fire Department | 242 | 1 |

FUND 001 General Fund

| ACCOUNT | ACCOUNT DESCRIPTION | DEBIT BALANCE | CREDIT BALANCE |
|-----------|---|---------------|----------------|
| 101 01 00 | Cash / Operating Cash | 8,675,616.87 | |
| 101 04 00 | Cash / Old General Fund Cash | .00 | |
| 101 11 00 | Cash / 86 Sales Tax Account | .00 | |
| 101 20 00 | Cash / Investment in LAMP | 2,500,000.00 | |
| 102 10 00 | Cash with Fiscal Agent / Crawford & Company | .00 | |
| 102 20 10 | Petty Cash / Cash Boxes | 25,800.00 | |
| 103 10 00 | Current Investments / Reserve Cash | .00 | |
| 105 00 00 | Current Assets / Property Tax Receivable | .00 | |
| 111 00 00 | Current Assets / Tax Lien Receivable | .00 | |
| 115 00 00 | Current Assets / Accounts Receivable | | 7,577.52 |
| 115 10 10 | Utility Billing / Utility | 205,524.10 | |
| 115 12 00 | Accounts Receivable / Billed Services | 5,705.84 | |
| 115 20 10 | Code Enforcement / Code Enforcement | | 41,140.00 |
| 115 25 10 | Building Permits / Building Permits | 4,113.00 | |
| 115 30 10 | Parks & Recreation / KIROLI Park | 1,002.00 | |
| 115 35 10 | Cultural & Recreation / Convention Center | 4,657.19 | |
| 115 35 15 | Cultural & Recreation / Expo Center | 900.00 | |
| 115 40 10 | Due From Employees / Insurance Premiums | 518.47 | |
| 115 40 15 | Due From Employees / Payroll Levy | | 106.15 |
| 115 40 20 | Due From Employees / Travel Advances | 3,815.37 | |
| 115 40 25 | Due From Employees / Advance Checks | .00 | |
| 115 45 10 | Special Details / Police Details | 27,975.27 | |
| 115 50 10 | NSF Checks / NSF | 1,157.00 | |
| 115 70 10 | Due From Other Entities / Golf Course | .00 | |
| 115 70 15 | Due From Other Entities / Georgia Pacific | .00 | |
| 115 70 20 | Due From Other Entities / Riverwood | .00 | |

FUND 001 General Fund

| ACCOUNT | ACCOUNT DESCRIPTION | DEBIT BALANCE | CREDIT BALANCE |
|-----------|---|---------------|----------------|
| 115 80 00 | Accounts Receivable / Due from Other Entities | .00 | |
| 115 80 10 | Due from Other Entities / Energy Lease | .00 | |
| 115 80 11 | Due from Other Entities / Cable Franchise Fee | 4,867.89 | |
| 115 80 12 | Due from Other Entities / Due from Art Council | 53.24 | |
| 115 80 13 | Due from Other Entities / WPS Building Lease Receiv | 131,355.00 | |
| 115 80 15 | Due from Other Entities / Marshal's Office | .00 | |
| 115 80 16 | Due from Other Entities / WM City Court | 6,071.93 | |
| 115 80 17 | Due from Other Entities / WOPT | .00 | |
| 115 80 30 | Due from Other Entities / ATMOS Gas | | 5,078.73 |
| 115 80 35 | Due from Other Entities / Entergy | | 27,901.07 |
| 126 10 00 | Due From Other Govts / State | .02 | |
| 126 10 15 | State / Mosquito Abatement | .00 | |
| 126 12 00 | Due From Other Govts / Ouachita Parish | .00 | |
| 126 14 10 | City of Monroe / Sales Tax | .00 | |
| 126 14 11 | City of Monroe / Automobile Rental Tax | .00 | |
| 126 15 00 | Due From Other Govts / Federal Govt | .00 | |
| 126 15 10 | Federal Govt / FEMA | .00 | |
| 126 15 12 | Federal Govt / IRS | .00 | |
| 126 15 17 | Federal Govt / Dept of Justice | .00 | |
| 130 60 10 | Due From Other Funds / Utility Enterprise Fund | .00 | |
| 130 60 11 | Due From Other Funds / Street Maintenance Fund | .00 | |
| 130 60 12 | Due From Other Funds / WOSC Fund | .00 | |
| 130 60 13 | Due From Other Funds / Workman's Comp Res Fd | .00 | |
| 130 60 14 | Due From Other Funds / General Insurance Fund | .00 | |
| 130 60 15 | Due From Other Funds / Grant Fund | .00 | |
| 130 60 16 | Due From Other Funds / Sales Tax Fund | .00 | |

FUND 001 General Fund

| ACCOUNT | ACCOUNT DESCRIPTION | DEBIT BALANCE | CREDIT BALANCE |
|-----------|--|---------------|----------------|
| 130 60 17 | Due From Other Funds / Employee Health Ins Fund | .00 | |
| 130 60 19 | Due From Other Funds / Capital Fund | 326,713.00 | |
| 130 60 20 | Due From Other Funds / Office of Motor Vehicles | .00 | |
| 130 60 21 | Due From Other Funds / Sec 8 Housing Fund | 33,867.04 | |
| 130 60 22 | Due From Other Funds / Hasley 75% | .00 | |
| 130 60 23 | Due From Other Funds / Hasley 25% | .00 | |
| 130 60 24 | Due From Other Funds / Juvinile Justice Fund | .00 | |
| 130 60 25 | Due From Other Funds / LCDBG Fund | .00 | |
| 130 60 26 | Due From Other Funds / Detention Basin Fund | .00 | |
| 130 60 28 | Due From Other Funds / OCOG | .00 | |
| 130 60 30 | Due From Other Funds / BeardFest Fund | .00 | |
| 141 10 00 | Inventories / Office Supplies | | 65.98 |
| 141 15 00 | Inventories / Parts | 61,167.35 | |
| 141 20 00 | Inventories / Food Inventory Conv Cntr | .00 | |
| 141 25 00 | Inventories / Food Inventory Expo Cntr | .00 | |
| 143 10 10 | Prepaid Services / Phone Cards | .00 | |
| 143 10 15 | Prepaid Services / Advertising | .00 | |
| 151 10 00 | Non-Current Assets / Investments | .00 | |
| 202 00 00 | Current Liabilities / Vouchers/Accounts Payable | | 224,324.02 |
| 202 10 00 | Vouchers/Accounts Payable / Accounts Payable General | 1,581.00 | |
| 206 00 00 | Current Liabilities / Retainage Payable | | .00 |
| 207 10 40 | Sales Tax Payable / Convention Center | 21,711.99 | |
| 207 10 41 | Sales Tax Payable / Expo Center | | .00 |
| 207 10 42 | Sales Tax Payable / Golf Course | | .00 |
| 207 10 43 | Sales Tax Payable / KIROLI | | .00 |
| 207 20 10 | Due to State / Handicap Parking | | .00 |

FUND 001 General Fund

| ACCOUNT | ACCOUNT DESCRIPTION | DEBIT BALANCE | CREDIT BALANCE |
|-----------|---|---------------|----------------|
| 207 20 11 | Due to State / Due to State | | .00 |
| 207 30 10 | Due to Other Agencies / Cost of Court Distributn | | 48,604.92 |
| 207 30 12 | Due to Other Agencies / OPOHSEP | | .00 |
| 207 30 15 | Due to Other Agencies / District Attorney | | .00 |
| 207 30 16 | Due to Other Agencies / 4TH Judicial Dist Court | | .00 |
| 207 30 17 | Due to Other Agencies / O.P.S.O | | .00 |
| 207 30 19 | Due to Other Agencies / Monroe Police Department | | .00 |
| 207 30 20 | Due to Other Agencies / OPSD Bond Premiums | | .00 |
| 207 30 22 | Due to Other Agencies / The Wellspring | | .00 |
| 207 30 25 | Due to Other Agencies / Metro Narcotics Unit | | .00 |
| 207 30 48 | Due to Other Agencies / City of Monroe | | .00 |
| 207 40 10 | Court Cost Distribution / Marshal Special Fund | | .00 |
| 207 40 11 | Court Cost Distribution / Court Special Fund | | .00 |
| 207 40 12 | Court Cost Distribution / Indigent Defender Board | | .00 |
| 207 40 14 | Court Cost Distribution / Crime Lab | | .00 |
| 207 40 16 | Court Cost Distribution / Crime Victim Fund | | .00 |
| 207 40 18 | Court Cost Distribution / Law Enf Trng Assistance | | .00 |
| 207 40 20 | Court Cost Distribution / CMIS / State Treasury | | .00 |
| 207 40 22 | Court Cost Distribution / Injury Trust Fund | | .00 |
| 207 40 24 | Court Cost Distribution / Crime Stoppers | | .00 |
| 207 40 26 | Court Cost Distribution / Restitution | | .00 |
| 207 40 28 | Court Cost Distribution / Pub Safety App. Tech | | .00 |
| 207 40 30 | Court Cost Distribution / ROC Due to Clerks | | .00 |
| 207 40 32 | Court Cost Distribution / Witness Fee | | .00 |
| 207 40 34 | Court Cost Distribution / Cash Bonds | | .00 |
| 207 40 35 | Court Cost Distribution / LA Supreme Court | | .00 |

FUND 001 General Fund

| ACCOUNT | ACCOUNT DESCRIPTION | DEBIT BALANCE | CREDIT BALANCE |
|-----------|--|---------------|----------------|
| 207 41 10 | Marshal Office Payables / Seizures and Forfeitures | | .00 |
| 208 12 00 | Due to Other Funds / Credit Union Fund | | .00 |
| 208 13 00 | Due to Other Funds / Grant Fund | | .00 |
| 208 14 00 | Due to Other Funds / Capital Projects Fund | | .00 |
| 208 16 00 | Due to Other Funds / Juvenile Justice Grnt Fd | | .00 |
| 208 17 00 | Due to Other Funds / Due to Capital Fund | | 135,541.00 |
| 208 20 00 | Due to Other Funds / 2007 DFC Fund | | .00 |
| 208 21 00 | Due to Other Funds / O.C.O.G. | | .00 |
| 217 10 10 | Taxes Payable / Medicare/Social Security | 753.90 | |
| 217 10 20 | Taxes Payable / Federal Taxes | | .00 |
| 217 10 30 | Taxes Payable / State Taxes | | .00 |
| 217 10 35 | Taxes Payable / Unemployment Tax | | .00 |
| 217 10 50 | Taxes Payable / Property Tax | | .00 |
| 217 20 10 | Pensions Payable / MERS | 2,185.30 | |
| 217 20 20 | Pensions Payable / Police | | 5,732.11 |
| 217 20 30 | Pensions Payable / Fire | 3,773.51 | |
| 217 20 40 | Pensions Payable / Judge | 234.59 | |
| 217 30 10 | Deferred Compensation / PEBSCO | | .00 |
| 217 30 20 | Deferred Compensation / VALIC | | .00 |
| 217 35 10 | HSA Contributions / UMB | | .00 |
| 217 40 05 | Insurances Payable / Voluntary Life AD&D | | 1,938.36 |
| 217 40 10 | Insurances Payable / Health | | .00 |
| 217 40 15 | Insurances Payable / Critical Illness | | .00 |
| 217 40 16 | Insurances Payable / Group Life Insurance | | 4,698.35 |
| 217 40 17 | Insurances Payable / Long Term Disability | | 7,094.57 |
| 217 40 18 | Insurances Payable / Short Term Disability | | 4,682.71 |

FUND 001 General Fund

| ACCOUNT | ACCOUNT DESCRIPTION | DEBIT BALANCE | CREDIT BALANCE |
|-----------|--|---------------|----------------|
| 217 40 20 | Insurances Payable / Accident Insurance | | 26.06 |
| 217 40 25 | Insurances Payable / Gap Insurance | | .00 |
| 217 40 30 | Insurances Payable / National Teachers | | .00 |
| 217 40 35 | Insurances Payable / UNUM Life & Critical Care | | .00 |
| 217 40 40 | Insurances Payable / Vision | | 2,889.02 |
| 217 40 45 | Insurances Payable / US Legal | | .00 |
| 217 40 50 | Insurances Payable / Dental | | 11,949.72 |
| 217 40 55 | Insurances Payable / Prepaid Legal | | .11 |
| 217 40 56 | Insurances Payable / Cancer | | .00 |
| 217 40 57 | Insurances Payable / AFLAC | | 268.14 |
| 217 40 58 | Insurances Payable / Met Life Dental | | .00 |
| 217 40 59 | Insurances Payable / Met Life Insurance | | 5,296.89 |
| 217 40 60 | Insurances Payable / Brokers National | | .00 |
| 217 40 61 | Insurances Payable / Assurity | | .00 |
| 217 50 10 | Charities Payable / United Way | | .00 |
| 217 60 10 | Other Deductions / Bankruptcy | | .00 |
| 217 60 15 | Other Deductions / Judgements | | .00 |
| 217 60 20 | Other Deductions / Fitness Mem Payable | | 35.00 |
| 217 60 50 | Other Deductions / Credit Union | | .00 |
| 217 70 10 | Union Dues / Fire Union | | .00 |
| 217 70 20 | Union Dues / Police Association | | .00 |
| 217 70 25 | Union Dues / Police Union | | .00 |
| 217 70 30 | Union Dues / MPOA/LPOA Relief | | .00 |
| 218 01 00 | Payroll Liabilities / Accrual Offset | | .00 |
| 218 02 00 | Payroll Liabilities / Salaries Payable | | .00 |
| 222 10 00 | Gratuities / WMCC Gratuities | | .00 |

FUND 001 General Fund

| ACCOUNT | ACCOUNT DESCRIPTION | DEBIT BALANCE | CREDIT BALANCE |
|-----------|--|---------------|----------------|
| 223 10 00 | Deferred Revenue / Overpayments | 36,202.47 | |
| 223 12 00 | Deferred Revenue / Deferred Rent Income | | .00 |
| 223 15 00 | Deferred Revenue / Property Tax Redemptions | | .00 |
| 223 20 00 | Deferred Revenue / Property Tax | | .00 |
| 227 10 10 | Collection Fee Pay / Archon | | .00 |
| 228 20 10 | Building Inspection / Contractor's Deposits | | 37,364.00 |
| 228 30 10 | Customer Deposits / Kiroli Park | | .00 |
| 228 30 15 | Customer Deposits / Recreation Center | | .00 |
| 228 30 20 | Customer Deposits / Convention Center | | 33,604.96 |
| 228 30 25 | Customer Deposits / Expo Center | | 8,600.00 |
| 239 50 00 | Other Non-Current Liab / Prpty Tax Under Protest | | .00 |
| 239 60 10 | Unearned Income / DF Lease | | .00 |
| 242 10 00 | Fund Equtiy / Revenue Control Account | | 17,659,870.09 |
| 242 20 00 | Fund Equtiy / Expenditure Cntrl Summary | 16,252,381.76 | |
| 243 00 00 | Fund Equity / Encumbrance Control | 16,490.42 | |
| 244 00 00 | Fund Equity / Reserve for Encumbrances | | 16,490.42 |
| 250 00 00 | Fund Equity / Pr Yr Res for Encumbrance | | 187,142.33 |
| 253 10 00 | Fund Balance / Unreserved Fund Balance | | 9,878,173.29 |
| | FUND TOTALS | 28,356,195.52 | 28,356,195.52 |
| | FUND IS IN BALANCE | | |

City of West Monroe

| FUND 001 General Fund | | | | | | | | | | |
|-----------------------|-------|-------------------------|-----------------|----------------|------------|-----------------|---------------------|------------|-----------------|--------------------|
| ACCOUNT | | ACCOUNT DESCRIPTION | ***** ESTIMATED | CURRENT ACTUAL | ***** %REV | ***** ESTIMATED | YEAR-TO-DATE ACTUAL | ***** %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
| 310 | | Taxes | | | | | | | | |
| 311 | | Property Tax | | | | | | | | |
| | 10 00 | Real Property | 91,250 | 11,916.90 | 13 | 821,250 | 1,090,511.96 | 133 | 1,095,000 | 4,488.04 |
| | 20 00 | Personal Property | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 311 | ** | Property Tax | 91,250 | 11,916.90 | 13 | 821,250 | 1,090,511.96 | 133 | 1,095,000 | 4,488.04 |
| 313 | | Sales & Use Tax | | | | | | | | |
| | 00 00 | Sales & Use Tax | 1,291,667 | 1,253,148.08 | 97 | 11,625,003 | 12,005,747.48 | 103 | 15,500,000 | 3,494,252.52 |
| | 10 00 | Auto Rental Tax | 833 | 1,497.89 | 180 | 7,497 | 16,382.18 | 219 | 10,000 | 6,382.18 |
| 313 | ** | Sales & Use Tax | 1,292,500 | 1,254,645.97 | 97 | 11,632,500 | 12,022,129.66 | 103 | 15,510,000 | 3,487,870.34 |
| 316 | | Gross Receipts Business | | | | | | | | |
| | 10 61 | Insurance Premuim Tax | 37,500 | 100,099.99 | 267 | 337,500 | 302,250.01 | 90 | 450,000 | 147,749.99 |
| 316 | ** | Gross Receipts Business | 37,500 | 100,099.99 | 267 | 337,500 | 302,250.01 | 90 | 450,000 | 147,749.99 |
| 318 | | Other Taxes | | | | | | | | |
| | 20 10 | CATV | 13,750 | .00 | | 123,750 | 40,482.03 | 33 | 165,000 | 124,517.97 |
| | 20 15 | ATMOS Gas | 6,000 | .00 | | 54,000 | 34,729.59 | 64 | 72,000 | 37,270.41 |
| | 20 20 | Entergy | 43,750 | .00 | | 393,750 | 390,996.99 | 99 | 525,000 | 134,003.01 |
| | 20 25 | Adelphia | 0 | .00 | | 0 | .00 | | 0 | .00 |
| | 20 * | Franchise Tax | 63,500 | .00 | | 571,500 | 466,208.61 | 82 | 762,000 | 295,791.39 |
| 318 | ** | Other Taxes | 63,500 | .00 | | 571,500 | 466,208.61 | 82 | 762,000 | 295,791.39 |
| 319 | | Penalties and Interest | | | | | | | | |
| | 10 10 | Property Tax | 250 | 291.42 | 117 | 2,250 | 1,024.72 | 46 | 3,000 | 1,975.28 |
| | 10 60 | Occupational License | 625 | 1,620.42 | 259 | 5,625 | 5,197.70 | 92 | 7,500 | 2,302.30 |
| | 10 61 | Insurance | 21 | .00 | | 189 | 16.33 | 9 | 250 | 233.67 |
| | 10 * | Taxes | 896 | 1,911.84 | 213 | 8,064 | 6,238.75 | 77 | 10,750 | 4,511.25 |
| 319 | ** | Penalties and Interest | 896 | 1,911.84 | 213 | 8,064 | 6,238.75 | 77 | 10,750 | 4,511.25 |
| 310 | *** | Taxes | 1,485,646 | 1,368,574.70 | | 13,370,814 | 13,887,338.99 | | 17,827,750 | 3,940,411.01 |
| 320 | | Licenses and Permits | | | | | | | | |
| 321 | | Business Licenses | | | | | | | | |
| | 10 10 | Alcoholic Beverages | 2,083 | 105.00 | 5 | 18,747 | 25,329.75 | 135 | 25,000 | 329.75 |
| | 10 60 | Occupational | 67,917 | 87,673.24 | 129 | 611,253 | 861,549.30 | 141 | 815,000 | 46,549.30 |
| | 10 62 | ROW Usage Lic | 0 | .00 | | 0 | .00 | | 0 | .00 |
| | 10 65 | Taxi Permits | 8 | .00 | | 72 | .00 | | 100 | 100.00 |
| | 10 * | Business Licenses | 70,008 | 87,778.24 | 125 | 630,072 | 886,879.05 | 141 | 840,100 | 46,779.05 |

City of West Monroe
REVENUE REPORT
75% OF YEAR LAPSED

City of West Monroe

| FUND 001 General Fund | | | | | | | | | | |
|-----------------------|-----|---------------------------|--------------------|-------------------|---------------|--------------------|------------------------|---------------|--------------------|-----------------------|
| ACCOUNT | | ACCOUNT DESCRIPTION | ***** ESTIMATED | CURRENT ACTUAL | ***** %REV | ***** ESTIMATED | YEAR-TO-DATE ACTUAL | ***** %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
| 20 | 10 | Contractor Certificate | 1,250 | 750.00 | 60 | 11,250 | 13,750.00 | 122 | 15,000 | 1,250.00 |
| 321 | ** | Business Licenses | 71,258 | 88,528.24 | 124 | 641,322 | 900,629.05 | 140 | 855,100 | 45,529.05- |
| 322 | | Nonbusiness | | | | | | | | |
| 10 | 10 | Building | 6,250 | 9,957.00 | 159 | 56,250 | 53,514.42 | 95 | 75,000 | 21,485.58 |
| 10 | 20 | Electrical | 1,500 | 1,736.00 | 116 | 13,500 | 11,827.00 | 88 | 18,000 | 6,173.00 |
| 10 | 25 | Plumbing | 6,250 | 10,459.85 | 167 | 56,250 | 40,118.46 | 71 | 75,000 | 34,881.54 |
| 10 | 30 | Gas | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 10 | 35 | Heat & Air | 833 | 1,560.00 | 187 | 7,497 | 5,805.00 | 77 | 10,000 | 4,195.00 |
| 10 | 40 | Mobile Home | 21 | .00 | | 189 | 100.00 | 53 | 250 | 150.00 |
| 10 | * | Inspection Permits | 14,854 | 23,712.85 | 160 | 133,686 | 111,364.88 | 83 | 178,250 | 66,885.12 |
| 20 | 10 | House Moving | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 20 | 15 | Rental Inspection | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 20 | 20 | ROW Usage | 125 | 250.00 | 200 | 1,125 | 1,500.00 | 133 | 1,500 | .00 |
| 20 | * | Special Permits | 125 | 250.00 | 200 | 1,125 | 1,500.00 | 133 | 1,500 | .00 |
| 322 | ** | Nonbusiness | 14,979 | 23,962.85 | 160 | 134,811 | 112,864.88 | 84 | 179,750 | 66,885.12 |
| 320 | *** | Licenses and Permits | 86,237 | 112,491.09 | | 776,133 | 1,013,493.93 | | 1,034,850 | 21,356.07 |
| 330 | | Intergovernmental Revenue | | | | | | | | |
| 331 | | Federal Grants | | | | | | | | |
| 18 | 00 | Section 8 | 18,904 | .00 | | 170,136 | .00 | | 226,842 | 226,842.00 |
| 21 | 00 | FEMA | 0 | .00 | | 0 | 119,369.19 | | 0 | 119,369.19- |
| 22 | 00 | Dept of Homeland Security | 0 | .00 | | 0 | 39,312.59 | | 0 | 39,312.59- |
| 40 | 00 | Dept of Justice | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 43 | 00 | LA Comm Law Enf Adm CrmJS | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 331 | ** | Federal Grants | 18,904 | .00 | | 170,136 | 158,681.78 | 93 | 226,842 | 68,160.22 |
| 332 | | Ouachita Parish | | | | | | | | |
| 10 | 00 | Court Support | 1,917 | 1,916.67 | 100 | 17,253 | 17,250.03 | 100 | 23,000 | 5,749.97 |
| 12 | 00 | Workforce Development | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 13 | 00 | District Attorney | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 332 | ** | Ouachita Parish | 1,917 | 1,916.67 | 100 | 17,253 | 17,250.03 | 100 | 23,000 | 5,749.97 |
| 334 | | State Revenue | | | | | | | | |
| 11 | 00 | State Revenue | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 12 | 00 | Dpt of Military Affairs | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 14 | 00 | LA Hwy Safety Commission | 7,083 | .00 | | 63,747 | 59,162.00 | 93 | 85,000 | 25,838.00 |
| 15 | 00 | Office of Business Devel | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 16 | 00 | Homeland Secrty & Emg Prp | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 17 | 00 | LA Comm on Law Enfrcemnt | 0 | .00 | | 0 | .00 | | 0 | .00 |

City of West Monroe
REVENUE REPORT
75% OF YEAR LAPSED

City of West Monroe

| FUND 001 General Fund | | | | | | | | | |
|-----------------------|---------------------------|-----------------|----------------|------------|-----------------|---------------------|------------|-----------------|--------------------|
| ACCOUNT | ACCOUNT DESCRIPTION | ***** ESTIMATED | CURRENT ACTUAL | ***** %REV | ***** ESTIMATED | YEAR-TO-DATE ACTUAL | ***** %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
| 21 00 | Division of Administratio | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 25 00 | Culture Rec & Tourism | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 29 00 | DOTD | 896 | .00 | | 8,064 | 5,375.00 | 67 | 10,750 | 5,375.00 |
| 90 10 | State Signal Light | 1,933 | .00 | | 17,397 | 11,200.00 | 64 | 23,200 | 12,000.00 |
| 90 12 | Misc Rev | 0 | 12.50 | | 0 | 1,275.00 | | 0 | 1,275.00- |
| 90 15 | State Street Maint | 1,525 | .00 | | 13,725 | 9,152.50 | 67 | 18,305 | 9,152.50 |
| 90 25 | 2nd Injury Reinbursement | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 90 * | Other State Rev | 3,458 | 12.50 | | 31,122 | 21,627.50 | 70 | 41,505 | 19,877.50 |
| 334 ** | State Revenue | 11,437 | 12.50 | | 102,933 | 86,164.50 | 84 | 137,255 | 51,090.50 |
| 335 | State Shared Revenues | | | | | | | | |
| 10 70 | Beer Tax | 1,667 | .00 | | 15,003 | 12,799.85 | 85 | 20,000 | 7,200.15 |
| 10 90 | Fire Insurance 2% | 4,250 | .00 | | 38,250 | 50,986.29 | 133 | 51,000 | 13.71 |
| 10 * | Taxes | 5,917 | .00 | | 53,253 | 63,786.14 | 120 | 71,000 | 7,213.86 |
| 335 ** | State Shared Revenues | 5,917 | .00 | | 53,253 | 63,786.14 | 120 | 71,000 | 7,213.86 |
| 330 *** | Intergovernmental Revenue | 38,175 | 1,929.17 | | 343,575 | 325,882.45 | | 458,097 | 132,214.55 |
| 340 | Charges for Services | | | | | | | | |
| 341 | General Government | | | | | | | | |
| 10 10 | Cost of Court | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 10 12 | Marshal Revenue | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 10 15 | City Attorney Work Rev | 0 | .00 | | 0 | 12.50 | | 0 | 12.50- |
| 10 * | Court | 0 | .00 | | 0 | 12.50 | | 0 | 12.50- |
| 30 10 | Zoning Fee | 354 | 700.00 | 198 | 3,186 | 3,925.00 | 123 | 4,250 | 325.00 |
| 30 15 | Vant Strct Reg Fee | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 30 * | Zoning | 354 | 700.00 | 198 | 3,186 | 3,925.00 | 123 | 4,250 | 325.00 |
| 50 10 | Activity Revenue | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 50 12 | Misc Revenue | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 50 14 | Building Rent | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 50 * | Community Development | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 341 ** | General Government | 354 | 700.00 | 198 | 3,186 | 3,937.50 | 124 | 4,250 | 312.50 |
| 342 | Public Safety | | | | | | | | |
| 10 10 | Housing Prisoners Rev | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 10 15 | Misc Rev | 0 | .00 | | 0 | 420.00 | | 0 | 420.00- |
| 10 * | Jail Revenue | 0 | .00 | | 0 | 420.00 | | 0 | 420.00- |

City of West Monroe
REVENUE REPORT
75% OF YEAR LAPSED

City of West Monroe

| FUND 001 General Fund | | ACCOUNT | ***** | CURRENT | ***** | ***** | YEAR-TO-DATE | ***** | ANNUAL | UNREALIZED |
|-----------------------|--|---------------------------|-----------|-----------|-------|-----------|--------------|-------|-----------|------------|
| ACCOUNT | | DESCRIPTION | ESTIMATED | ACTUAL | %REV | ESTIMATED | ACTUAL | %REV | ESTIMATE | BALANCE |
| 15 10 | | Police Fees | 417 | 677.50 | 163 | 3,753 | 4,807.50 | 128 | 5,000 | 192.50 |
| 15 12 | | Bonds & Surrety | 417 | 1,755.00 | 421 | 3,753 | 8,005.00 | 213 | 5,000 | 3,005.00- |
| 15 13 | | Metro Reimbursement | 833 | .00 | | 7,497 | 14,906.98 | 199 | 10,000 | 4,906.98- |
| 15 15 | | Miscellaneous Rev | 1,000 | 1,272.50 | 127 | 9,000 | 7,987.50 | 89 | 12,000 | 4,012.50 |
| 15 17 | | Property Owner's Serv Fee | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 15 19 | | Drug Forfeiture Rev | 0 | 1,206.22 | | 0 | 1,598.74 | | 0 | 1,598.74- |
| 15 * | | Police | 2,667 | 4,911.22 | 184 | 24,003 | 37,305.72 | 155 | 32,000 | 5,305.72- |
| 20 10 | | Service Charge | 83 | 3,484.46 | 4198 | 747 | 5,774.46 | 773 | 1,000 | 4,774.46- |
| 342 ** | | Public Safety | 2,750 | 8,395.68 | 305 | 24,750 | 43,500.18 | 176 | 33,000 | 10,500.18- |
| 343 | | Charges for Services | | | | | | | | |
| 10 00 | | Grass Cut | 1,250 | 50.00- | 4 | 11,250 | 25,885.00 | 230 | 15,000 | 10,885.00- |
| 12 00 | | Demolition | 208 | 11,900.00 | 5721 | 1,872 | 52,248.00 | 2791 | 2,500 | 49,748.00- |
| 14 05 | | CE Trash Removal | 0 | .00 | | 0 | 814.00 | | 0 | 814.00- |
| 14 10 | | Express Trash Service | 13 | .00 | | 117 | 545.00 | 466 | 150 | 395.00- |
| 14 * | | Trash Removeal | 13 | .00 | | 117 | 1,359.00 | 1162 | 150 | 1,209.00- |
| 15 00 | | CE Structure Security | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 16 00 | | Administration Fee | 333 | 50.00 | 15 | 2,997 | 6,680.74 | 223 | 4,000 | 2,680.74- |
| 17 10 | | RAD Class | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 343 ** | | Charges for Services | 1,804 | 11,900.00 | 660 | 16,236 | 86,172.74 | 531 | 21,650 | 64,522.74- |
| 344 | | Sanitation | | | | | | | | |
| 10 30 | | Garbage | 79,167 | 80,298.82 | 101 | 712,503 | 722,177.60 | 101 | 950,000 | 227,822.40 |
| 10 35 | | Excess Trash Rev | 5,000 | 5,795.00 | 116 | 45,000 | 62,397.00 | 139 | 60,000 | 2,397.00- |
| 10 * | | Utilities | 84,167 | 86,093.82 | 102 | 757,503 | 784,574.60 | 104 | 1,010,000 | 225,425.40 |
| 344 ** | | Sanitation | 84,167 | 86,093.82 | 102 | 757,503 | 784,574.60 | 104 | 1,010,000 | 225,425.40 |
| 345 | | Health & Safety | | | | | | | | |
| 50 10 | | Stray Animal Fee | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 345 ** | | Health & Safety | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 346 | | Community Development | | | | | | | | |
| 10 10 | | Activity Revenue | 125 | 550.00 | 440 | 1,125 | 1,250.00 | 111 | 1,500 | 250.00 |
| 10 12 | | Misc Revenue | 0 | .00 | | 0 | 2,407.66 | | 0 | 2,407.66- |
| 10 14 | | Program Revenue | 0 | .00 | | 0 | 220.00 | | 0 | 220.00- |
| 10 16 | | Concession Revenue | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 10 * | | Community Center | 125 | 550.00 | 440 | 1,125 | 3,877.66 | 345 | 1,500 | 2,377.66- |
| 346 ** | | Community Development | 125 | 550.00 | 440 | 1,125 | 3,877.66 | 345 | 1,500 | 2,377.66- |

City of West Monroe
REVENUE REPORT
75% OF YEAR LAPSED

City of West Monroe

| FUND 001 General Fund | | | | | | | | | |
|-----------------------|--------------------------|--------------------|-------------------|---------------|--------------------|------------------------|---------------|--------------------|-----------------------|
| ACCOUNT | ACCOUNT DESCRIPTION | ***** ESTIMATED | CURRENT ACTUAL | ***** %REV | ***** ESTIMATED | YEAR-TO-DATE ACTUAL | ***** %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
| 347 | Culture & Recreation | | | | | | | | |
| 10 02 | Entrance Fees | 12,500 | 18,563.55 | 149 | 112,500 | 118,027.70 | 105 | 150,000 | 31,972.30 |
| 10 03 | Season Pass | 1,250 | 2,400.00 | 192 | 11,250 | 18,500.00 | 164 | 15,000 | 3,500.00- |
| 10 04 | Lodge Rent Fees | 1,667 | 300.00- | 18 | 15,003 | 5,110.00 | 34 | 20,000 | 14,890.00 |
| 10 05 | Dog Registration Fee | 42 | 10.00 | 24 | 378 | 145.00 | 38 | 500 | 355.00 |
| 10 06 | Shelter Rent Fees | 3,333 | 6,990.00 | 210 | 29,997 | 26,170.00 | 87 | 40,000 | 13,830.00 |
| 10 08 | Other Facility Rent Fees | 833 | 240.00 | 29 | 7,497 | 5,439.00 | 73 | 10,000 | 4,561.00 |
| 10 10 | Concessions | 375 | 83.45 | 22 | 3,375 | 2,692.36 | 80 | 4,500 | 1,807.64 |
| 10 90 | Miscellaneous Revenue | 0 | 432.40 | | 0 | 4,751.36 | | 0 | 4,751.36- |
| 10 * | Kiroli Park | 20,000 | 28,419.40 | 142 | 180,000 | 180,835.42 | 101 | 240,000 | 59,164.58 |
| 13 10 | Shelter Rent | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 13 12 | Misc Rev | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 13 14 | Activity Revenue | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 13 * | Restoration Park | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 15 10 | BMX Track | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 15 90 | Miscellaneous Revenue | 0 | .00 | | 0 | 50.00 | | 0 | 50.00- |
| 15 * | Lazarre Park | 0 | .00 | | 0 | 50.00 | | 0 | 50.00- |
| 20 10 | Facility Rent | 125 | 3,950.00 | 3160 | 1,125 | 8,037.97 | 715 | 1,500 | 6,537.97- |
| 20 11 | Memberships | 1,000 | 2,072.00 | 207 | 9,000 | 12,420.50 | 138 | 12,000 | 420.50- |
| 20 12 | Concessions | 292 | 1,478.77 | 506 | 2,628 | 6,770.39 | 258 | 3,500 | 3,270.39- |
| 20 15 | Program Revenue | 3,333 | 573.00 | 17 | 29,997 | 39,235.00 | 131 | 40,000 | 765.00 |
| 20 16 | Basketball Revenue | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 20 * | Recreation Center | 4,750 | 8,073.77 | 170 | 42,750 | 66,463.86 | 156 | 57,000 | 9,463.86- |
| 30 10 | Membership Fee | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 30 15 | Booth Rental | 917 | .00 | | 8,253 | 6,765.00 | 82 | 11,000 | 4,235.00 |
| 30 20 | Pea Sheller | 375 | .00 | | 3,375 | 3,710.00 | 110 | 4,500 | 790.00 |
| 30 21 | Pecan Sheller | 833 | .00 | | 7,497 | 8,413.50 | 112 | 10,000 | 1,586.50 |
| 30 25 | Freezer Rental | 667 | .00 | | 6,003 | 5,709.00 | 95 | 8,000 | 2,291.00 |
| 30 30 | Misc Revenue | 42 | .00 | | 378 | 286.00 | 76 | 500 | 214.00 |
| 30 * | Farmer's Market | 2,834 | .00 | | 25,506 | 24,883.50 | 98 | 34,000 | 9,116.50 |
| 40 10 | Non-Catered Event Income | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 40 11 | Equipment Rental | 833 | 2,709.00 | 325 | 7,497 | 16,896.50 | 225 | 10,000 | 6,896.50- |
| 40 12 | Concessions | 417 | .00 | | 3,753 | 5,285.50 | 141 | 5,000 | 285.50- |
| 40 13 | Deposit Forfieture | 0 | 1,750.00 | | 0 | 3,384.95 | | 0 | 3,384.95- |
| 40 14 | Catering | 2,500 | 1,189.65 | 48 | 22,500 | 15,058.97 | 67 | 30,000 | 14,941.03 |
| 40 15 | Interagency Promotion | 708 | .00 | | 6,372 | 1,825.52 | 29 | 8,500 | 6,674.48 |
| 40 16 | Outside Caterer Fee | 0 | 2,866.25 | | 0 | 16,871.35 | | 0 | 16,871.35- |
| 40 17 | RV Space Rental | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 40 18 | Room Rental | 7,083 | 15,665.00 | 221 | 63,747 | 81,888.20 | 129 | 85,000 | 3,111.80 |

City of West Monroe
REVENUE REPORT
75% OF YEAR LAPSED

City of West Monroe

| FUND 001 | | General Fund | | | | | | | | |
|----------|-----|--------------------------|--------------------|-------------------|---------------|--------------------|------------------------|---------------|--------------------|-----------------------|
| ACCOUNT | | ACCOUNT DESCRIPTION | ***** ESTIMATED | CURRENT ACTUAL | ***** %REV | ***** ESTIMATED | YEAR-TO-DATE ACTUAL | ***** %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
| 40 | 19 | Special Events | 0 | .00 | | 0 | 350.00 | | 0 | 350.00- |
| 40 | 20 | Beverage Revenue | 2,083 | .00 | | 18,747 | 8,050.75 | 43 | 25,000 | 16,949.25 |
| 40 | 21 | Catering IKE | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 40 | 22 | Other Rev | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 40 | 23 | Ticket Sales Cnv Cntr | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 40 | * | Convention Center | 13,624 | 24,179.90 | 178 | 122,616 | 149,611.74 | 122 | 163,500 | 13,888.26 |
| 45 | 10 | Equine Event Rental | 14,583 | 46,850.00 | 321 | 131,247 | 127,450.00 | 97 | 175,000 | 47,550.00 |
| 45 | 11 | Rental Forfeiture | 21 | .00 | | 189 | .00 | | 250 | 250.00 |
| 45 | 12 | Stall Rentals | 6,250 | .00 | | 56,250 | 42,760.00 | 76 | 75,000 | 32,240.00 |
| 45 | 13 | Shavings Sales | 6,250 | 53,780.00 | 861 | 56,250 | 100,727.00 | 179 | 75,000 | 25,727.00- |
| 45 | 14 | Other Event Rental | 6,875 | 14,400.00 | 210 | 61,875 | 42,970.00 | 69 | 82,500 | 39,530.00 |
| 45 | 16 | RV Space Rental | 3,750 | .00 | | 33,750 | 21,485.00 | 64 | 45,000 | 23,515.00 |
| 45 | 17 | Concessions | 3,750 | 32,998.55 | 880 | 33,750 | 87,820.30 | 260 | 45,000 | 42,820.30- |
| 45 | 18 | Equipment Rental | 2,500 | 9,934.00 | 397 | 22,500 | 19,315.75 | 86 | 30,000 | 10,684.25 |
| 45 | 19 | Interagency Promotion | 0 | 1,155.00 | | 0 | 1,155.00 | | 0 | 1,155.00- |
| 45 | 20 | General Parking Fee Rev | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 45 | 21 | Sponsorships | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 45 | 22 | Security | 0 | 1,900.00 | | 0 | 3,940.00 | | 0 | 3,940.00- |
| 45 | 23 | Ticket Sales - Ike | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 45 | 24 | Misc Rec - Ike | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 45 | 25 | Beverage Sales | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 45 | * | Ike Hamilton Expo Center | 43,979 | 161,017.55 | 366 | 395,811 | 447,623.05 | 113 | 527,750 | 80,126.95 |
| 347 | ** | Culture & Recreation | 85,187 | 221,690.62 | 260 | 766,683 | 869,467.57 | 113 | 1,022,250 | 152,782.43 |
| 348 | | Public Works | | | | | | | | |
| 20 | 10 | Street Cuts | 83 | 50.00 | 60 | 747 | 550.00 | 74 | 1,000 | 450.00 |
| 348 | ** | Public Works | 83 | 50.00 | 60 | 747 | 550.00 | 74 | 1,000 | 450.00 |
| 340 | *** | Charges for Services | 174,470 | 329,380.12 | | 1,570,230 | 1,792,080.25 | | 2,093,650 | 301,569.75 |
| 350 | | Fines | | | | | | | | |
| 351 | | Court Fines | | | | | | | | |
| 10 | 10 | City Court Fines | 14,583 | 21,500.01 | 147 | 131,247 | 108,768.27 | 83 | 175,000 | 66,231.73 |
| 10 | 12 | General Court Costs | 1,250 | 2,215.00 | 177 | 11,250 | 10,424.30 | 93 | 15,000 | 4,575.70 |
| 10 | 15 | Parking Ticket Fines | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 10 | 18 | DWI Fines | 2,500 | 1,302.50 | 52 | 22,500 | 8,824.64 | 39 | 30,000 | 21,175.36 |
| 10 | 20 | DWI Special Cost | 200 | 50.00 | 25 | 1,800 | 1,579.50 | 88 | 2,400 | 820.50 |
| 10 | * | Court | 18,533 | 25,067.51 | 135 | 166,797 | 129,596.71 | 78 | 222,400 | 92,803.29 |
| 351 | ** | Court Fines | 18,533 | 25,067.51 | 135 | 166,797 | 129,596.71 | 78 | 222,400 | 92,803.29 |

City of West Monroe
REVENUE REPORT
75% OF YEAR LAPSED

City of West Monroe

| FUND 001 General Fund | | | | | | | | | |
|-----------------------|---------------------------------|-----------------|----------------|------------|-----------------|---------------------|------------|-----------------|--------------------|
| ACCOUNT | ACCOUNT DESCRIPTION | ***** ESTIMATED | CURRENT ACTUAL | ***** %REV | ***** ESTIMATED | YEAR-TO-DATE ACTUAL | ***** %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
| 352 | 81 00 Fees NSF Fee | 0 | .00 | | 0 | 25.00 | | 0 | 25.00- |
| 352 | ** Fees | 0 | .00 | | 0 | 25.00 | | 0 | 25.00- |
| 350 | *** Fines | 18,533 | 25,067.51 | | 166,797 | 129,621.71 | | 222,400 | 92,778.29 |
| 360 | Invstmnts,Rents,Contribut | | | | | | | | |
| 361 | Investment Earnings | | | | | | | | |
| | 10 00 Interest Revenue | 833 | 2,581.41 | 310 | 7,497 | 23,594.80 | 315 | 10,000 | 13,594.80- |
| | 10 10 General Govt | 0 | .00 | | 0 | .00 | | 0 | .00 |
| | 10 15 Hasley Cemetary Trust | 0 | .00 | | 0 | .00 | | 0 | .00 |
| | 10 * Interest Revenue | 833 | 2,581.41 | 310 | 7,497 | 23,594.80 | 315 | 10,000 | 13,594.80- |
| 361 | ** Investment Earnings | 833 | 2,581.41 | 310 | 7,497 | 23,594.80 | 315 | 10,000 | 13,594.80- |
| 362 | Rents and Royalties | | | | | | | | |
| | 10 00 Rent of Office Space | 250 | 350.00 | 140 | 2,250 | 2,350.00 | 104 | 3,000 | 650.00 |
| | 20 10 Energy Lease Royalties | 417 | 1,088.85 | 261 | 3,753 | 9,859.17 | 263 | 5,000 | 4,859.17- |
| | 30 10 Golf Course Rent | 0 | .00 | | 0 | .00 | | 0 | .00 |
| | 30 12 Ice Machine IKE | 0 | .00 | | 0 | .00 | | 0 | .00 |
| | 30 15 ATM | 25 | 60.00 | 240 | 225 | 228.75 | 102 | 300 | 71.25 |
| | 30 * Leases | 25 | 60.00 | 240 | 225 | 228.75 | 102 | 300 | 71.25 |
| 362 | ** Rents and Royalties | 692 | 1,498.85 | 217 | 6,228 | 12,437.92 | 200 | 8,300 | 4,137.92- |
| 363 | Escheats | | | | | | | | |
| | 10 00 Sales of Recyclables | 417 | 878.58 | 211 | 3,753 | 22,733.55 | 606 | 5,000 | 17,733.55- |
| 363 | ** Escheats | 417 | 878.58 | 211 | 3,753 | 22,733.55 | 606 | 5,000 | 17,733.55- |
| 364 | Contributions / Donations | | | | | | | | |
| | 10 00 Kiroli Contributions | 0 | .00 | | 0 | 50.00 | | 0 | 50.00- |
| | 12 00 Expo Center Contributions | 0 | .00 | | 0 | .00 | | 0 | .00 |
| | 13 00 Community Development | 0 | .00 | | 0 | .00 | | 0 | .00 |
| | 30 00 Private Contributions | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 364 | ** Contributions / Donations | 0 | .00 | | 0 | 50.00 | | 0 | 50.00- |
| 360 | *** Invstmnts,Rents,Contribut | 1,942 | 4,958.84 | | 17,478 | 58,816.27 | | 23,300 | 35,516.27- |
| 390 | Other Financing Sources | | | | | | | | |
| 391 | Interfund Transfers In | | | | | | | | |
| | 12 00 Transfers In | 0 | .00 | | 0 | .00 | | 0 | .00 |
| | 13 00 86 Sales Tax Capital | 0 | .00 | | 0 | .00 | | 0 | .00 |

City of West Monroe
REVENUE REPORT
75% OF YEAR LAPSED

City of West Monroe

| FUND 001 General Fund | | ACCOUNT | ***** | CURRENT | ***** | ***** | YEAR-TO-DATE | ***** | ANNUAL | UNREALIZED |
|-------------------------|-------|---------------------------|-----------|--------------|-------|------------|---------------|-------|------------|--------------|
| ACCOUNT | | DESCRIPTION | ESTIMATED | ACTUAL | %REV | ESTIMATED | ACTUAL | %REV | ESTIMATE | BALANCE |
| | 18 00 | Section 8 Fund | 0 | .00 | | 0 | .00 | | 0 | .00 |
| | 19 00 | Utility Enterprise Fund | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 391 | ** | Interfund Transfers In | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 392 | | Proceeds from Asset Disp | | | | | | | | |
| | 10 00 | Sale of Assets | 41,667 | .00 | | 375,003 | 402,220.39 | 107 | 500,000 | 97,779.61 |
| | 20 00 | Comp on Loss of Cap Asset | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 392 | ** | Proceeds from Asset Disp | 41,667 | .00 | | 375,003 | 402,220.39 | 107 | 500,000 | 97,779.61 |
| 393 | | Gen Long Term Debt Issued | | | | | | | | |
| | 10 00 | General Obligation Bonds | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 393 | ** | Gen Long Term Debt Issued | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 394 | | Miscellaneous Revenue | | | | | | | | |
| | 10 00 | Other Misc Revenue | 5,000 | 590.04- | 12 | 45,000 | 48,778.39 | 108 | 60,000 | 11,221.61 |
| | 10 05 | Unknown | 0 | .00 | | 0 | .00 | | 0 | .00 |
| | 10 06 | Credit Card Fee | 0 | 602.52 | | 0 | 1,637.70 | | 0 | 1,637.70- |
| | 10 10 | Re-Insurance Claims Rev | 0 | .00 | | 0 | .01 | | 0 | .01- |
| | 10 12 | Claims | 0 | .00 | | 0 | .00 | | 0 | .00 |
| | 10 * | Other Misc Revenue | 5,000 | 12.48 | | 45,000 | 50,416.10 | 112 | 60,000 | 9,583.90 |
| 394 | ** | Miscellaneous Revenue | 5,000 | 12.48 | | 45,000 | 50,416.10 | 112 | 60,000 | 9,583.90 |
| 390 | *** | Other Financing Sources | 46,667 | 12.48 | | 420,003 | 452,636.49 | | 560,000 | 107,363.51 |
| FUND TOTAL General Fund | | | 1,851,670 | 1,842,413.91 | | 16,665,030 | 17,659,870.09 | | 22,220,047 | 4,560,176.91 |
| GRAND TOTAL | | | 1,851,670 | 1,842,413.91 | | 16,665,030 | 17,659,870.09 | | 22,220,047 | 4,560,176.91 |

FUND 901 Utility Enterprise Fund

| ACCOUNT | ACCOUNT DESCRIPTION | DEBIT BALANCE | CREDIT BALANCE |
|-----------|--|---------------|----------------|
| 101 01 00 | Cash / Operating Cash | 664,555.83 | |
| 115 10 10 | Utility Billing / Utility | 1,259,974.10 | |
| 115 12 00 | Accounts Receivable / Billed Services | 8,967.00 | |
| 115 40 20 | Due From Employees / Travel Advances | 2,638.31 | |
| 115 50 10 | NSF Checks / NSF | .00 | |
| 115 70 15 | Due From Other Entities / Georgia Pacific | .00 | |
| 115 70 20 | Due From Other Entities / Riverwood | 12,125.00 | |
| 116 10 00 | Allowance for Uncollectab / Utility Billing | | 530,055.51 |
| 126 12 10 | Ouachita Parish / Sewer Dist #5 | 125,779.13 | |
| 130 60 18 | Due From Other Funds / City General Fund | .00 | |
| 149 10 00 | Deferred Charges / Net Pension Liability | 1,075,740.35 | |
| 151 10 00 | Non-Current Assets / Investments | .00 | |
| 161 00 00 | Fixed Assets / Land | 74,150.00 | |
| 162 00 00 | Fixed Assets / Infrastructure | 52,495,293.00 | |
| 162 10 00 | Infrastructure / Accumulated Depreciation | | 27,508,792.94 |
| 163 00 00 | Fixed Assets / Building | 73,435.92 | |
| 163 10 00 | Building / Accumulated Depreciation | | 73,434.75 |
| 164 00 00 | Fixed Assets / Imp Other Than Buildings | .00 | |
| 164 10 00 | Imp Other Than Buildings / Accumulated Depreciation | .00 | |
| 165 00 00 | Fixed Assets / Machinery & Equipment | 1,800,461.28 | |
| 165 10 00 | Machinery & Equipment / Accumulated Depreciation | | 1,800,461.26 |
| 166 00 00 | Fixed Assets / Construction in Progress | .00 | |
| 202 00 00 | Current Liabilities / Vouchers/Accounts Payable | | 190,497.36 |
| 202 10 00 | Vouchers/Accounts Payable / Accounts Payable General | | 53,784.60 |
| 206 00 00 | Current Liabilities / Retainage Payable | | .00 |
| 207 10 35 | Sales Tax Payable / Water | | 45,752.27 |

| FUND 901 Utility Enterprise Fund | | | | | |
|----------------------------------|---------|---|------------------|-------------------|--|
| ACCOUNT | ACCOUNT | DESCRIPTION | DEBIT BALANCE | CREDIT BALANCE | |
| 208 11 00 | | Due to Other Funds / City General Fund | | .00 | |
| 208 23 00 | | Due to Other Funds / 2010 DEQ SRB Sinking Fund | | .00 | |
| 208 24 00 | | Due to Other Funds / 2010 DEQ SRB Reserve Fund | | .00 | |
| 208 25 00 | | Due to Other Funds / 2010 DEQ SRB Cap Add & Cn | | 716,000.00 | |
| 217 10 35 | | Taxes Payable / Unemployment Tax | | .00 | |
| 218 01 00 | | Payroll Liabilities / Accrual Offset | | .00 | |
| 218 02 00 | | Payroll Liabilities / Salaries Payable | | .00 | |
| 218 03 00 | | Payroll Liabilities / Accrued VAC/SIC | | 177,907.00 | |
| 223 10 00 | | Deferred Revenue / Overpayments | 85,713.29 | | |
| 223 11 00 | | Deferred Revenue / Net Pension Liability | | 269,313.26 | |
| 228 10 10 | | Utilities / Water | | 198,261.39 | |
| 238 10 00 | | Net Pension Obligation / MERS | | 4,862,298.58 | |
| 242 10 00 | | Fund Equitiy / Revenue Control Account | | 4,108,890.69 | |
| 242 20 00 | | Fund Equitiy / Expenditure Cntrl Summary | 4,189,807.04 | | |
| 243 00 00 | | Fund Equity / Encumbrance Control | 23,862.18 | | |
| 244 00 00 | | Fund Equity / Reserve for Encumbrances | | 23,862.18 | |
| 250 00 00 | | Fund Equity / Pr Yr Res for Encumbrance | | 17,183.00 | |
| 254 10 00 | | Retained Earnings / Unreserved Retnd Earnings | 28,285,210.16 | | |
| 261 10 00 | | Invested in Capital Assts / Contributed Capital | | 49,601,217.80 | |
| | | FUND TOTALS | 90,177,712.59 | 90,177,712.59 | |
| | | FUND IS IN BALANCE | | | |

City of West Monroe
REVENUE REPORT
75% OF YEAR LAPSED

City of West Monroe

| FUND 901 Utility Enterprise Fund | | | | | | | | | |
|----------------------------------|-------------------------------|-----------------|----------------|------------|-----------------|---------------------|------------|-----------------|--------------------|
| ACCOUNT | ACCOUNT DESCRIPTION | ***** ESTIMATED | CURRENT ACTUAL | ***** %REV | ***** ESTIMATED | YEAR-TO-DATE ACTUAL | ***** %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
| 340 | Charges for Services | | | | | | | | |
| 344 | Sanitation | | | | | | | | |
| 10 15 | Sewer | 70,417 | 61,740.75 | 88 | 633,753 | 631,063.49 | 100 | 845,000 | 213,936.51 |
| 10 20 | Sewer Line Services | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 10 35 | Excess Trash Rev | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 10 * | Utilities | 70,417 | 61,740.75 | 88 | 633,753 | 631,063.49 | 100 | 845,000 | 213,936.51 |
| 15 10 | Sewer Dist 5 | 106,213 | .00 | | 955,917 | 983,300.24 | 103 | 1,274,555 | 291,254.76 |
| 344 | ** Sanitation | 176,630 | 61,740.75 | 35 | 1,589,670 | 1,614,363.73 | 102 | 2,119,555 | 505,191.27 |
| 348 | Public Works | | | | | | | | |
| 10 10 | Water | 151,250 | 104,901.77 | 69 | 1,361,250 | 1,324,240.42 | 97 | 1,815,000 | 490,759.58 |
| 10 20 | Treatment Plant | 130,000 | 95,111.49 | 73 | 1,170,000 | 1,093,150.20 | 93 | 1,560,000 | 466,849.80 |
| 10 25 | Penalty | 6,667 | 11,979.14 | 180 | 60,003 | 75,436.34 | 126 | 80,000 | 4,563.66 |
| 10 50 | Taps | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 10 * | Utilities | 287,917 | 211,992.40 | 74 | 2,591,253 | 2,492,826.96 | 96 | 3,455,000 | 962,173.04 |
| 348 | ** Public Works | 287,917 | 211,992.40 | 74 | 2,591,253 | 2,492,826.96 | 96 | 3,455,000 | 962,173.04 |
| 340 | *** Charges for Services | 464,547 | 273,733.15 | | 4,180,923 | 4,107,190.69 | | 5,574,555 | 1,467,364.31 |
| 350 | Fines | | | | | | | | |
| 352 | Fees | | | | | | | | |
| 81 00 | NSF Fee | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 352 | ** Fees | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 350 | *** Fines | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 360 | Invstmnts,Rents,Contribut | | | | | | | | |
| 361 | Investment Earnings | | | | | | | | |
| 10 00 | Interest Revenue | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 361 | ** Investment Earnings | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 360 | *** Invstmnts,Rents,Contribut | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 390 | Other Financing Sources | | | | | | | | |
| 391 | Interfund Transfers In | | | | | | | | |
| 12 00 | Transfers In | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 391 | ** Interfund Transfers In | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 392 | Proceeds from Asset Disp | | | | | | | | |
| 10 00 | Sale of Assets | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 392 | ** Proceeds from Asset Disp | 0 | .00 | | 0 | .00 | | 0 | .00 |

City of West Monroe
REVENUE REPORT
75% OF YEAR LAPSED

City of West Monroe

| FUND 901 Utility Enterprise Fund | | | | | | | | | | |
|---------------------------------------|-------|---|-----------------|----------------|------------|-----------------|---------------------|------------|-----------------|--------------------|
| ACCOUNT | | ACCOUNT DESCRIPTION | ***** ESTIMATED | CURRENT ACTUAL | ***** %REV | ***** ESTIMATED | YEAR-TO-DATE ACTUAL | ***** %REV | ANNUAL ESTIMATE | UNREALIZED BALANCE |
| 393 | 10 00 | Gen Long Term Debt Issued General Obligation Bonds | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 393 | ** | Gen Long Term Debt Issued | 0 | .00 | | 0 | .00 | | 0 | .00 |
| 394 | 10 00 | Miscellaneous Revenue Other Misc Revenue | 250 | 150.00 | 60 | 2,250 | 1,700.00 | 76 | 3,000 | 1,300.00 |
| 394 | ** | Miscellaneous Revenue | 250 | 150.00 | 60 | 2,250 | 1,700.00 | 76 | 3,000 | 1,300.00 |
| 390 | *** | Other Financing Sources | 250 | 150.00 | | 2,250 | 1,700.00 | | 3,000 | 1,300.00 |
| FUND TOTAL Utility Enterprise Fund | | | 464,797 | 273,883.15 | | 4,183,173 | 4,108,890.69 | | 5,577,555 | 1,468,664.31 |
| GRAND TOTAL | | | 464,797 | 273,883.15 | | 4,183,173 | 4,108,890.69 | | 5,577,555 | 1,468,664.31 |