



## **Notice of:**

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

**Tuesday, March 07, 2023 at 6:00 PM**

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

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## **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 February 21, 2023 Regular Council Meeting.

**Recognitions/Presentations**

- 2) Proclamation declaring West Monroe a Purple Heart City.

**Mayor's Review**

**Community Announcements**

### **ADMINISTRATION/FINANCE**

- [3\)](#) Public comment and consideration of Resolution to approve Louisiana Plastic Industries Project Tubing Line #2 for participation in the Industrial Tax Exemption Program.
- [4\)](#) Ordinance to authorize a Recycling Partnership Grant Agreement with The Recycling Partnership, Inc. (cash funding up to \$84,500; in kind services valued up to \$125,000).
- [5\)](#) Authorize execution of Certificate of Final Completion of the HVAC replacement at the Ike by STORER Services.

### **BUILDING AND DEVELOPMENT**

### **CODE ENFORCEMENT**

### **LEGAL**

- [6\)](#) Resolution authorizing the City of West Monroe to participate in additional national settlements relating to the national prescription opiate litigation.

### **PUBLIC WORKS**

- [7\)](#) Ordinance to enact Sec. 7-1005 of the Code of Ordinances, to establish a policy for waiver of certain water and sewer charges resulting from infrastructure damage.

### **COMMUNITY SERVICES**

### **PARKS AND RECREATION**

### **POLICE/FIRE**

## **WMFD**

- [8\)](#) Ordinance to declare certain property surplus (WMFD trailer), and to be sold by public internet auction.

## **WMPD**

### **ENGINEERING/CONSTRUCTION PROJECTS**

- [9\)](#) Otis Street Rehabilitation (DOTD Urban Systems Program) - State Project No. H.013518; City Project #000145

Authorize Change Order No. 4 (+ \$32,085.74; + 5 days) with Amethyst Construction, Inc.

- [10\)](#) Otis Street Rehabilitation (DOTD Urban Systems Program) - State Project No. H.013518; City Project #000145

Authorize Change Order No. 5 (- \$260.00; + 0 days) with Amethyst Construction, Inc.

- [11\)](#) 2022 WWTP Sparta Reuse Facility Granulated Activated Carbon (GAC) Replacement - Project #C22018

Authorize Change Order No. #2 (+ \$47,975.00; + 10 days) with San-Tech, Inc.

- [12\)](#) McMillan Road Sanitary Sewer Lift Station Improvements

Ordinance to accept grant award from the Louisiana Division of Administration, Office of Community Development Local Government Assistance Program - LGAP.

- [13\)](#) Flanagan Street Water Main Replacement

Ordinance to accept grant from the Louisiana Division of Administration, Office of Community Development Community Water Enrichment Fund - CWEF.

- [14\)](#) Project Updates

Lazenby & Associates, Inc.

S. E. Huey Co.

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

- [15\)](#) West Monroe Fire Department February Fire Report.

### **ADJOURN**

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



**BOARD OF ALDERMEN REGULAR MEETING**  
**Tuesday, February 21, 2023 at 6:00 PM**  
**Council Chambers, City Hall, 2305 North 7th Street, West Monroe**

**MINUTES**

**NOTICE/MINUTES**

**Call to order/Verification of Attendance**

**PRESENT**

Mayor Staci Mitchell  
Polk Brian  
Thom Hamilton  
Rodney Welch  
Ben Westerburg

**ABSENT**

Morgan Buxton

The invocation was offered by Christ Church Associate Pastor Jeffery Kent. The pledge was led by 2022-2023 Riverbend Elementary School Student of the Year Amirah Lawson.

**Motion to Approve Minutes**

Motion to approve the minutes of the January 17, 2023 Regular Council Meeting.

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

**ADMINISTRATION/FINANCE**

**Ordinance 5145:** Ordinance to declare certain property as surplus (various vehicles and equipment), and to be sold by public internet auction.

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

**Ordinance 5146:** Ordinance to authorize application for a \$820,000.00 grant from the E.P.A. Solid Waste Infrastructure for Recycling (SWIFR) Grant Program for Post-Consumer Materials Management Program.

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

**Resolution 808:** Resolution to approve Neighbors, LLC Project Expansion No. 2 for participation in the Industrial Tax Exemption Program.

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

**Ordinance 5147: INTRODUCE** Ordinance to authorize the City of West Monroe, Louisiana to sell certain immovable property (Lot 4F of the Resubdivision of West Monroe Commercial Park) to KVS, LLC (Karl Dhaliwal) - \$685,200.00.

Motion made by Westerburg, Seconded by Hamilton.

## LEGAL

Ordinance 5148: Ordinance to authorize the publication of Notice of Intention to establish the West Monroe Hotel Corridor Economic Development District, and to set its boundaries; and to publish Notice of Intention to levy an ad valorem property tax within the District.

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

Ordinance 5149: Ordinance to authorize the publication of Notice of Intention to establish the West Monroe ISF Hotels Economic Development District, and to set its boundaries; and to publish Notice of Intention to levy a hotel occupancy tax within the District.

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

Ordinance 5150: Ordinance to enact Sec. 2-2005 of the Code of Ordinances regarding the Mayor's authority to subdivide properties owned by the city and establish servitudes, etc.; to modify, relocate, and revoke servitudes by plat; to establish, modify and revoke other restrictions; to provide this authority is retroactive; and to establish an effective date.

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

Ordinance 5151: Ordinance to amend Sec. 2-2004 of the Code of Ordinances, to clarify the authorizations granted to the Mayor to authorize transfer and assignment of OGML leases.

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

## PUBLIC WORKS

Ordinance 5152: Ordinance to authorize the City to enter into the Municipal Water Pollution Prevention Program of the Environmental Protection Agency, Region 6.

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

Ordinance 5153: Ordinance to amend Sec. 7-2021 of the Code of Ordinances to provide that water tap fees and sewer/wastewater tap fees shall be set at actual cost.

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

Ordinance 5154: Ordinance to authorize execution of a Vegetation Management Agreement with EDKO, LLC.

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



## ENGINEERING/CONSTRUCTION PROJECTS

### West Monroe Sports Complex - Project #000179

Authorize City Clerk to advertise for bids for Indoor Scoreboards.

Motion made by Westerburg, Seconded by Hamilton.

Voting Yea: Brian, Hamilton, Welch, Westerburg

### FY23 RAISE Grant - Project #000216

Ordinance 5155: Ordinance to authorize application for a grant "Reconnecting West Monroe: Equitable Economic Opportunities Through Safe Street Design" from the USDOT FY23 RAISE Transportation Grant program.

Motion made by Hamilton, Seconded by Westerburg.

Voting Yea: Brian, Hamilton, Welch, Westerburg

### Utility Extensions @ West Monroe Commercial Park - Project #C22008

Authorize Certificate of Substantial Completion (JABAR Corporation).

Motion made by Westerburg, Seconded by Welch.

Voting Yea: Brian, Hamilton, Welch, Westerburg

### Trenton Street Recreation Trails, Phase 1 (also referred to as Trenton Corridor Trails, Phase 1) (RTP) - Project #000203

Ordinance 5156: Ordinance to request grant funding from the FHWA, Recreational Trails Program (RTP) for Louisiana, FY 2023 (\$100,000 grant request, up to \$129,600 City match).

Motion made by Westerburg, Seconded by Brian.

Voting Yea: Brian, Hamilton, Welch, Westerburg

### Trenton Street Recreation Trails, Phase 2 (also referred to as Trenton Corridor Trails, Phase 2) (RTP) - Project #000204

Ordinance 5157: Ordinance to request grant funding from the FHWA, Recreational Trails Program (RTP) for Louisiana, FY 2023 (\$100,000 grant request, up to \$170,700 City match).

Motion made by Hamilton, Seconded by Westerburg.

Voting Yea: Brian, Hamilton, Welch, Westerburg

### New Kiroli Road Bridge Over North Tupawek Bayou, Planning & Construction - Project #000175

Authorize the City Clerk to advertise for bids.

Motion made by Welch, Seconded by Hamilton.

Voting Yea: Brian, Hamilton, Welch, Westerburg

### Downtown Parking Lot - Project #C22017

Authorize Change Order #1 (+ \$109,912; + 60 days) with JSB Enterprises, LLC.

Motion made by Welch, Seconded by Hamilton.

Voting Yea: Brian, Hamilton, Welch, Westerburg

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

Authorize Change Order No. 4 (+ \$22,449.21; + 0 days) with Merrick, LLC.

Motion made by Hamilton, Seconded by Westerburg.

Voting Yea: Brian, Hamilton, Welch, Westerburg

Project Updates

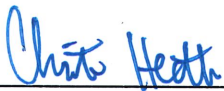
Robbie L. George, IV, P.E. (S.E. Huey, Co.) and Joshua D. Hays, P.E., M.S.C.E. (Lazenby & Associates, Inc.) presented the City Council with project updates for transportation, drainage, water and other.

**ADJOURN**

Motion made by Hamilton, Seconded by Westerburg.

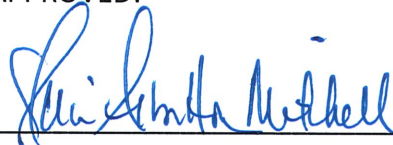
Voting Yea: Brian, Hamilton, Welch, Westerburg

ATTEST:



CHRISTEN HEATH  
CITY CLERK

APPROVED:



STACI ALBRITTON MITCHELL  
MAYOR

STATE OF LOUISIANA  
CITY OF WEST MONROE

RESOLUTION NO. \_\_\_\_\_

MOTION BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

A RESOLUTION OF THE CITY OF WEST MONROE, LOUISIANA, TO APPROVE LOUISIANA PLASTIC INDUSTRIES, INC. (INDUSTRIAL AD VALOREM TAX EXEMPTION APPLICATION #20210307 - ITE - \$2,075,000.00) TUBING LINE NO. 2 FOR PARTICIPATION IN THE INDUSTRIAL TAX EXEMPTION PROGRAM AT WEST MONROE, OUACHITA PARISH, LOUISIANA; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, Article 7, Section 21(F) of the Louisiana Constitution requires the Board of Commerce and Industry (“BCI”), with the approval of the Governor, approve contracts for the exemption of ad valorem taxes of a new manufacturing establishment or an addition to an existing manufacturing establishment on such terms and conditions as the BCI, with the approval of the Governor, deems to be in the best interest of the state; and

WHEREAS, Louisiana Plastic Industries, Inc. has applied for an Industrial Tax Exemption (“ITE”), a copy of which is attached, and seeks approval of the BCI and the Governor for a contract granting that exemption; and

WHEREAS, Governor Edwards, through Executive Order JBE 16-26 and JBE 16-73, has set forth the conditions for his approval of ITE contracts, and affirmed that those conditions are in the best interest of the State of Louisiana; and

WHEREAS, Executive Order JBE 16-26 and JBE 16-73 provides that ITE contracts should be premised upon job and payroll creation at new or expanded manufacturing plants or establishments, or upon showing that investment in modernization of the facility represents a compelling basis for retention of jobs, and that the percentage of exemption from ad valorem taxes and length of the contract for such exemption may vary depending upon the nature of the project and its economic development benefit in accordance with guidance received from the Secretary of Economic Development and concurred in by the appropriate affected local governing bodies, the applicable school board, and the applicable sheriff; and

WHEREAS, Executive Order JBE 16-26 and JBE 16-73 further requires that certain affected local governmental entities must each signify their consent to the terms of the proposed exemption by resolution, and the sheriff shall signify his consent to the terms of the proposed exemption by letter. Executive Order JBE 16-26 and JBE 16-73 further provides that the resolutions of approval

and the sheriff's approval shall be attached as exhibits to the ITE contract between the BCI and the applicant for the exemption;

WHEREAS, Louisiana Plastic Industries, Inc., the applicant, and the Louisiana Department of Economic Development have advised that certain terms and conditions regarding the requested ITE, have been reached, and have conveyed this to the Ouachita Parish Police Jury, the City of West Monroe, the Ouachita Parish School Board, and the Ouachita Parish Sheriff, and thus this matter is now ready for a determination of approval by each of these, as required by Executive Order JBE 16-26 and JBE 16-73.

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 as a result of the contemplated investment for which the exemption is being sought, it will ultimately create no less than four (4) new manufacturing jobs if this exemption is granted; and the City of West Monroe, Louisiana approves the terms of the ITE contract among the State of Louisiana, the Louisiana Department of Economic Development, and Louisiana Plastic Industries, Inc., a copy of which is attached, and the ITE contract between the BCI and Louisiana Plastic Industries, Inc., with respect to its manufacturing plant located at West Monroe, Ouachita Parish, Louisiana, based upon inclusion of the following provisions:

- a) There shall be no less than four (4) new jobs in addition to the existing 44 jobs at the manufacturing establishment of the applicant;
- b) There shall be no less than an increase of \$160,000.00 in annual payroll which is attributable to the new jobs;
- c) The term of the ITE shall be 5 years, and there shall be an 80% ad valorem property tax exemption for the newly purchased machinery and equipment, with a renewal of the ITE for an additional 5 years at 80% exemption if applicant has and continues to comply with the requirements above; and
- d) There shall be documentation of the investment and yearly review of employment and payroll, and it shall be provided that failure to obtain 80% of the requirements of a) and/or b) above as provided in Exhibit A, and/or to thereafter maintain the requirements of a) and/or b) during the time the ITE is effective shall entitle the City to require the applicant to provide explanation/justification of its failure to do so; and, after giving appropriate consideration to all matters presented by the applicant, City shall be entitled to then reconsider the terms of the exemption and/or of the opportunity for an additional up to 5 year renewal of the exemption.

This City of West Monroe, Louisiana further authorizes the Louisiana Department of



Economic Development, on behalf of the BCI, to include this resolution as a Exhibit to the ITE Contract between the BCI and Louisiana Plastic Industries, Inc.

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 BCI 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 7<sup>th</sup> day of March, 2023, voted on by yea and nay vote, passed and adopted, the final vote being as follows:

YEA: \_\_\_\_\_

NAY: \_\_\_\_\_

NOT VOTING: \_\_\_\_\_

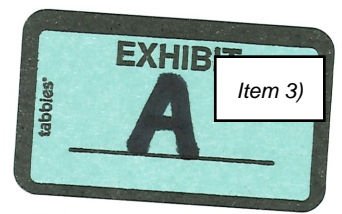
ABSENT: \_\_\_\_\_

ATTEST:

APPROVED THIS 7TH DAY OF  
MARCH, 2023

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

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



CONTRACT FOR EXEMPTION OF AD VALOREM TAXES

(Advance Notification # 20210307)

**EXHIBIT "A"**

AGREEMENT

among

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT

and

LOUISIANA PLASTIC INDUSTRIES, INC.

## EXHIBIT “A” AGREEMENT

This Agreement, as of the Effective Date, defined herein, is made among:

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT (“LED”), an agency of the State, represented herein by the Secretary of the Department (“Secretary”); and

LOUISIANA PLASTIC INDUSTRIES, INC. (“Company”), a Louisiana corporation in good standing, and authorized to do business in the State, represented herein by the undersigned duly authorized officer.

(The above are collectively referred to as “Parties” and singularly referred to as “Party.”)

WHEREAS, Article VII, Section 21 (F) of the Louisiana Constitution of 1974 provides that the Louisiana Board of Commerce and Industry (“Board”), with the approval of the Governor of the State of Louisiana (“Governor”), may enter into contracts for the exemption from ad valorem taxes of a new manufacturing establishment or an addition to an existing manufacturing establishment on such terms and conditions as the Board, with the approval of the Governor, deems is in the best interest of the State; and

WHEREAS, the Governor has provided the terms and conditions pursuant to which he will approve contracts for the Industrial Tax Exemption (“Exemption”); and the Board has promulgated Rules pursuant to which it will approve contracts, all in accordance with Article VII, Section 21(F); and

WHEREAS, Company has expanded its polyethylene film and tubing Manufacturing Establishment located in Ouachita Parish with the acquisition of a second machine that will produce co-extrusion plastic tubing (the “Project”), and new direct jobs and payroll as hereinafter provided will result from the Company’s investment in the Project; and

WHEREAS, Company has filed an Advance Notification for the Project in accordance with the Rules of the Board in order to obtain an exemption from ad valorem taxes in Ouachita Parish; and

WHEREAS, in exchange for the Exemption, Company agrees to create or maintain such Jobs and Payroll (defined herein-below) and to the other terms and conditions of this Agreement; and

WHEREAS, in accordance with the Board Rules, this Agreement shall be Exhibit A to the Exemption Contract(s) and shall include the number of jobs and payroll to be created and/or retained at the Manufacturing Establishment and the term of the Exemption; and

WHEREAS, the Secretary projects that the return on investment to the State and Local Governmental Entities from the Manufacturing Establishment will exceed the benefit of the Exemption as set forth in the terms hereinafter provided, considering a multitude of factors, including but not limited to the following: capital expenditure, direct payroll tax revenue, indirect payroll tax revenue, and additional indirect tax revenue streams such as property tax, sales tax, other payroll tax, and other local taxes associated with jobs supporting the Project; and

WHEREAS, this Agreement serves a public purpose and is in the public interest of the State and its citizens;

THEREFORE, IT IS AGREED:

## ARTICLE I. DEFINITIONS

### Section 1.01 Definitions

**“Advance Notification”** means the notification of intent to apply for the Exemption filed in accordance with Section 503 of the Rules.

**“Agreement”** means this Exhibit “A” agreement, and any amendments or modifications thereto.

**“Assignment”** means to transfer or assign this Agreement, transfer or assign any of a Party's rights hereunder, or delegate any of a Party's duties hereunder, and **“Assignee”** means the entity to which such transfer or assignment is made in accordance with this Agreement.

**“Basic Health Benefits Plan”** means a basic health benefits plan for the individuals employed in new direct Jobs in this State which shall be determined by LED to be in compliance with federally mandated healthcare requirements or, if no federally mandated healthcare requirements exist, shall provide coverage for comprehensive healthcare coverage including basic hospital and physician care.

**“Board”** means the Louisiana Board of Commerce and Industry.

**“Capital Expenditures”** means the cost associated with a new manufacturing establishment or an addition to an existing manufacturing establishment, including purchasing or improving real property and tangible personal property, whose useful life exceeds one year and which are used in the conduct of business.

**“Cessation of Operation”** means failure of the Manufacturing Establishment to engage in manufacturing and provide finished product(s) into the stream of commerce, except that the Secretary shall have the discretion to determine whether and the duration for which a temporary suspension of Operation due to maintenance, equipment breakdowns, or turnarounds does not constitute a Cessation of Operation.

**“Certification of Compliance”** means a sworn verification of compliance with the Company Objectives under this Agreement, signed by a key employee of the Company (executive or senior level officer, project site manager, or equivalent rank.).

**“Company”** means Louisiana Plastic Industries, Inc., a Louisiana corporation duly authorized to do and doing business in Louisiana, and its successors and permitted assigns.

**“Company Affiliate”** means any business entity that controls or is controlled by the Company or by another business entity that controls the Company, including a parent or subsidiary of the Company, or another subsidiary of a parent of the Company. Control means exercising authority



over the management, business policies, and operations of the business entity.

**“Company Default”** is defined in Section 6.01(B).

**“Company Objectives”** means (1) the acquisition, expansion, construction, equipping, and Operation of the Manufacturing Establishment, (2) the making of anticipated Capital Expenditures; (3) the creation and maintaining of Required Annual Jobs and (4) the payment of Required Annual Payroll.

**“Contract Monitor”** is defined in Section 7.01(A).

**“Default”** has the meaning set forth in Article VI.

**“Default Payment”** means the amount of money, if any, paid by Company to the Local Governmental Entities in the event of a Default as provided in Article VI.

**“Effective Date”** is the date of execution of this Agreement by the Secretary.

**“Exemption”** means the exemption from ad valorem taxation provided for manufacturing establishments in Article VII, Section 21(F) of the Louisiana Constitution of 1974 with specific regard to the Project.

**“Exemption Contract(s)”** means the contract(s) entered into by the Board, the Company, and approved by the Governor memorializing the Exemption for the Project and specifying the terms thereof and to which this Agreement shall be Exhibit A to each such contract.

**“Exemption Period”** means the number of years of Exemption provided in accordance with the Rules and further set forth in Section 4.01(C), and shall begin January 1 or, if the Project is located in Orleans Parish, beginning on August 1, of the first Project Year after which the Project becomes Operational or completes construction. The Exemption Period for the Project shall not be longer than 10 years—no more than 5 years initially and an additional 5 years if the Exemption is renewed.

**“Force Majeure”** means: (1) an act of God, an act of war, strike, or a natural disaster due to earthquake, landslide, fire, flood, tornado, tropical storm, or hurricane; (2) which is beyond the reasonable control of a Party to this Agreement; and (3) prevents the Party from performing its obligations hereunder.

**“Governor”** means the Governor of the State of Louisiana.

**“ITEP”** means the Industrial Ad Valorem Tax Exemption Program administered by LED to implement the exemption from ad valorem taxation provided for in Article VII, Section 21(F) of the Louisiana Constitution of 1974.

**“Jobs”** means positions of employment that are:

- (1) new (not previously existing in the State);
- (2) permanent (without specific term);
- (3) full-time (working a minimum of 30 hours or more per week);

- (4) employed directly by the Company, a Company Affiliate, or a Qualified Contractor;
- (5) based at the Manufacturing Establishment; and
- (6) filled by a United States citizen who is domiciled in Louisiana or who becomes domiciled in Louisiana within 60 days of employment; and
- (7) offering a Basic Health Care Benefits Plan.

Jobs shall not include:

- (1) jobs transferred to the Manufacturing Establishment from within the State by the Company, a Company Affiliate, or a Qualified Contractor, unless back-filled to result in a net job gain within the State;
- (2) jobs transferred from other Louisiana-based employment as a result of the Company, a Company Affiliate, or a Qualified Contractor acquiring a business operation or substantially all of its assets, unless back-filled to result in a net job gain within the State; or
- (3) jobs performing contract services for the State of Louisiana or any of its agencies.

**“LED”** means Louisiana Department of Economic Development.

**“Legislature”** means the Legislature of the State of Louisiana.

**“Local Governmental Entities”** with regard to Ouachita Parish, means the parish governing authority, school board, and sheriff, as well as any municipality in which the Manufacturing Establishment is or will be located.

**“Manufacturing Establishment”** means the location for the Project, as described in the ITEP application for the Project, for the manufacturing of finished product(s) to be placed by Company into the stream of commerce.

**“Operation” or “Operational”** means the commercial utilization of the Manufacturing Establishment, if new, or of the addition, rehabilitation or restoration of the Manufacturing Establishment for which the Exemption is granted.

**“Payroll”** means payment by the Company, a Company Affiliate or Qualified Contractor to its employees for Jobs, exclusive of benefits and defined as wages under Louisiana Employment Security Law (La. R.S. 23:1472(20)), during a Project Year, except that with regard to Jobs employed directly by a Qualified Contractor, Payroll shall not include any fees, mark-up, profit margins or similar payments by the Company or a Company Affiliate to a Qualified Contractor.

**“Project”** means Company's acquisition or expansion, construction, improvement, equipping and Operation of the Manufacturing Establishment as further described in the Recitals.

**“Project Year”** means each twelve-month period, beginning on January 1 and ending on December 31, or, if the Project is located in Orleans Parish, beginning on August 1 and ending on July 31, of each year identified in Section 4.02(B).

**“Qualified Contractor”** means a business entity other than Company or Company Affiliate, acting pursuant to an agreement with the Company or Company Affiliate regarding the Project.

**“Required Annual Jobs”** is the number of Jobs required to be met by the Company pursuant to Section 4.02, during a Project Year.

**“Required Annual Jobs and Payroll”** refers, collectively, to Required Annual Jobs and Required Annual Payroll.

**“Required Annual Payroll”** is the amount of Payroll required to be met by the Company pursuant to Section 4.02 for Jobs.

**“Rule(s)”** mean the rules promulgated by the Board as Chapter 5 of Title 13 of the Louisiana Administrative Code.

**“Secretary”** means the Secretary of the Louisiana Department of Economic Development.

**“State”** means the State of Louisiana.

## **ARTICLE II. AUTHORITY**

### **Section 2.01 LED Authority**

LED is granted authority under the provisions cited above to enter into agreements with public and private associations or corporations for a public purpose.

### **Section 2.02 Company Authority**

A duly executed resolution or other evidence of the authority of the Company to enter into this Agreement and to carry out the commitments made herein, and the authority of the undersigned representative to execute this Agreement and any other documents required thereby on behalf of the Company, certified by the secretary or other authorized representative of the Company, is attached hereto as Exhibit 1.

### **Section 2.03 Other Approvals**

This Agreement is not effective until signed by all Parties.

## **ARTICLE III. REPRESENTATIONS**

The Parties have all the requisite power and authority to enter into this Agreement and to carry out the terms hereof; and the persons signing this Agreement have the authority to execute this Agreement as authorized representatives, and to bind the Parties to all the terms of this Agreement.

This Agreement has been duly authorized, executed, and delivered by the Parties and upon receipt of the approvals described herein will constitute a legal, valid, and binding obligation of the Parties, enforceable in accordance with its terms.

Parties have taken or will take all necessary and proper action to authorize the execution, issuance, and delivery of this Agreement and any other documents required by this Agreement, and the

performance of its obligations under this Agreement.

The execution of this Agreement and any other documents required by this Agreement as well as the performance by the Parties of their respective obligations hereunder are within the Parties respective powers and will not violate any provisions of any law, regulation, decree, or governmental authorization applicable to them.

## **ARTICLE IV. OBLIGATIONS**

### **Section 4.01 LED Obligations**

(A) LED enters into this Agreement for the purposes of providing the terms and conditions for Company's receipt of the Exemption in the manner and for the purposes provided for by the Board and the Governor.

(B) Upon execution of this Agreement, LED will recommend to the Board that the Company receive the Exemption for the Project under the terms and conditions hereinafter set forth as required by the Rules, and this Agreement shall be Exhibit A to each Exemption Contract among the Board and Company upon approval by the Governor.

(C) LED will make the following recommendation for the Exemption to the Board for the Company, subject to the Company's adherence to its objectives hereunder and in accordance with the terms and conditions of this Agreement and ITEP Rules with respect to the limitation or cancellation of an Exemption Contract in the event of the Company's non-performance of its objectives hereunder: (1) an 80% exemption from ad valorem taxes for the initial Exemption Contract of 5 years and (2) an 80% exemption from ad valorem taxes for the renewal Exemption Contract of 5 years with the express understanding that Company's compliance with and performance of the Company's Objectives hereunder shall be a consideration as to the renewal of the Exemption.

### **Section 4.02 Company Objectives**

(A) Commencement of Operation. The Company has expanded its Manufacturing Establishment and commenced Operation by November 15, 2022, as described in the ITEP application form filed for this Project. During the construction period, Company projects that it expended approximately \$2,075,000.00 in Capital Expenditures and that the Project provided 0 full time equivalent construction jobs as well as for the creation of 4 Jobs with an annual Payroll of at least \$160,000.00, including 0 Jobs by a Qualified Contractor. Upon commencement of Operation and fulfillment of the foregoing representations, Company shall provide the Required Annual Jobs and Payroll as set forth in Section 4.02(B).

(B) Operation of the Manufacturing Establishment: Required Annual Jobs and Payroll. During each Project Year thereof, the Company anticipates creating and, thereafter, maintaining Required Annual Jobs and Payroll at the Manufacturing Establishment as follows:



Project Year	Required Annual Jobs	Required Annual Payroll
2023	4	\$160,000.00
2024	4	\$160,000.00
2025	4	\$160,000.00
2026	4	\$160,000.00
2027	4	\$160,000.00
2028	4	\$160,000.00
2029	4	\$160,000.00
2030	4	\$160,000.00
2031	4	\$160,000.00
2032	4	\$160,000.00

(C) Jobs and Payroll Creation. Any Jobs and corresponding Payroll created by Company after it files the Advance Notification for the Project shall be considered as having been created during the first Project Year.

(D) Project Year Adjustment. To the extent Company does not commence Operation on or before the anticipated date identified in Section 4.02(A), Project Years will adjust accordingly, but for no more than two years.

(E) Other State Incentives. To the extent that Company may receive any other incentives administered by LED directly for any Required Annual Jobs or Payroll, it shall have no bearing on this Agreement.

(F) Louisiana Preference. To the extent allowed by law, and insofar as is feasible and practicable, the Company agrees to use reasonable commercial efforts to give preference to Louisiana manufacturers, suppliers, vendors, contractors, and subcontractors in connection with equipping the Manufacturing Establishment and purchasing material and supplies to support Operation, provided such entities are competitive in price, quality, and delivery.

## ARTICLE V. ASSIGNMENT AND TRANSFER

Assignment or Transfer of the Manufacturing Establishment or any part of an Exemption Contract shall be governed by Section 535 of the Rules pertaining to the “Sale or Transfer of Exempted Manufacturing Establishment.”

## ARTICLE VI. DEFAULT AND RENEWAL CONSIDERATION

### Section 6.01 Default

(A) State Default. The failure by the Board, the Local Governmental Entities or the Governor, to approve the Exemption for the Company in the manner provided by the Rules, constitutes a default under this Agreement. Upon the occurrence of such default, Company is relieved of all obligations hereunder and this Agreement shall automatically terminate without any further

remedy to or obligation imposed upon Company.

**(B) Company Default.** The occurrence of any of the following actions during the term of an Exemption Contract shall constitute a Company Default with a corresponding remedy:

- (1)** Operation does not commence within a 2-year period beginning on the date identified in Section 4.02(A), in which case the Board may terminate or otherwise modify the Exemption Contract as provided in the Rules.
- (2)** Cessation of Operation, in which case the Board may terminate or otherwise modify the Exemption Contract as provided in the Rules;
- (3)** Assignment of this Agreement, or transfer of ownership of or controlling interest in the Manufacturing Establishment, the Company, or substantially all of its assets, other than as permitted under Article V, in which case the Board may terminate or otherwise modify the Exemption Contract as provided in the Rules;
- (4)** Failure to satisfy 90% of either or both of the Company's Required Annual Jobs and Payroll under Section 4.02 of this Agreement upon which LED shall give notification to the Company and the Local Governmental Entities, which entities will make a recommendation to the Board on whether to terminate the Exemption Contract for the Company or otherwise alter the terms of the Exemption, including the length of the exemption period and/or the percentage of the exemption. The recommendation of the Local Governmental Entities shall then be submitted to the Board for consideration and/or action. This provision shall be applicable for each Project Year in which the Company fails to satisfy the requirements of this paragraph as provided herein irrespective of any prior decision of the Board to continue the Exemption Contract under the terms provided.

Alternatively, the Local Governmental Entities and the Company may forego the recommendation to the Board required by this section if the Local Governmental Entities agree that the Company shall pay and the Company actually makes a Default Payment to each of the Local Governmental Entities in an amount agreeable to both the Local Governmental Entities and the Company, in which case the terms of the Exemption Contract shall remain the same.

**(C) Renewal Consideration.** Upon Company's application for a renewal of the Exemption, Company's non-performance of this Agreement shall be considered by the Board in the manner provided by the Rules.

## **Section 6.02 Delay or Omission**

No delay or omission in the exercise of any right or remedy accruing to any Party upon any breach of this Agreement by any other Party shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant, or condition herein or therein contained.

### **Section 6.03 Force Majeure**

(A) Upon occurrence of an event of Force Majeure, the affected Party shall have the right, but not the obligation, to declare a Force Majeure period, by giving written notice of such event and declaration to the other Parties within 30 days of such occurrence. Time being of the essence, the affected Party shall make every reasonable effort to give such notice as soon as possible, but in any event notice must be given within 30 days of the occurrence.

(B) The Force Majeure period shall continue from the date of such notice until the effects of such Force Majeure are removed, remedied, repaired, or otherwise no longer prevent performance of a Party's obligations hereunder. During the Force Majeure period, the obligations of the Parties under this Agreement shall be suspended, and the relevant deadlines and time periods under this Agreement shall be extended to the extent of such suspension. In any event, no Force Majeure period arising from a single event of Force Majeure shall be deemed to exist for longer than 2 years from the date of such notice, and the aggregate Force Majeure period during the term of this Agreement shall not exceed two years.

(C) The affected Party must proceed with due diligence to effect repairs or undertake efforts to remedy or mitigate the effects of a Force Majeure event, and within 60 days of the occurrence of the event of Force Majeure shall provide the other Parties a report showing the efforts made and to be made to remedy or mitigate the effects as well as a timetable to return to full performance.

### **Section 6.04 No Other Damages**

No party shall have the right to recovery against any other party of any damages of whatever nature, including compensatory, consequential, punitive, or otherwise, arising from or relating to any act or omission deemed to be a breach of this Agreement or fault of any party other than the remedies expressly set forth in this Article.

## **ARTICLE VII. REPORTS; AUDIT**

### **Section 7.01 Contract Monitoring**

The Secretary of LED or his designee will designate, and may change from time to time, one or more persons on his staff to act as Contract Monitor for the Project, to act as LED's representative and liaison between LED and the Company, and to monitor the achievement of the Company Objectives.

### **Section 7.02 Annual Certification of Compliance**

By the last day of the fourth month following the end of each Project Year ("Deadline"), and subject to one request by the Company for a reasonable extension of time of no more than 60 days if made, in writing, before the Deadline, the Company shall deliver to LED a Certification of Compliance with the Company Objectives under this Agreement, including specific verification of the creation and maintenance of Required Annual Jobs and Payroll. The Certificate of Compliance shall be in the general form of Exhibit 2 attached hereto and shall be accompanied by the additional materials referenced therein. All original documentation supporting the Certification

of Compliance shall be maintained by the Company as required by the Rules. Failure to timely submit the annual Certification of Compliance may result in LED reporting to the Local Governmental Entities a failure to satisfy Required Annual Jobs and Payroll per Section 6.01(B)(4).

With regard only to the first Project Year referenced in Section 4.02(B), the Company shall deliver to LED the Certification of Compliance either within the time delay referenced in the prior paragraph or 90 days following the date that LED submits the Exemption Contract to the Company for execution, whichever is later.

### **Section 7.03 Audit**

LED shall have such rights to compel an investigation at any time during the effectiveness of this Agreement as provided in Section 531 of the Rules pertaining to inspections.

### **Section 7.04 Reporting Rules Applicable**

Nothing provided in this Section shall relieve Company of any additional reporting requirements provided by the Rules.

## **ARTICLE VIII. TERM**

The Term of this agreement shall extend from the Effective Date until the end of the Exemption Period.

## **ARTICLE IX. MISCELLANEOUS**

### **Section 9.01 Non Discrimination**

Company agrees to abide by the requirements of the following laws, as amended and as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; and the Americans with Disabilities Act of 1990. Company agrees not to discriminate in their employment practices in Louisiana, and, to the extent required by law and Executive Order, will render services in Louisiana without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment.

### **Section 9.02 Captions**

The captions or headings in this Agreement are for convenience only and do not define or limit the scope or extent of this Agreement.



### **Section 9.03 Counterpart**

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed one and the same Agreement.

### **Section 9.04 Choice of Law**

This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

### **Section 9.05 Jurisdiction and Venue**

The 19th Judicial District Court in the Parish of East Baton Rouge, State of Louisiana, shall be deemed to be the exclusive court of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Agreement; and the Parties hereto submit themselves to the jurisdiction of said court in the event of any legal proceedings in connection with this Agreement.

### **Section 9.06 Further Assurances**

From time to time hereafter, the Parties shall execute and deliver such additional instruments, certificates, or documents and take all such actions as another Party may reasonably request for the purpose of fulfilling the Parties' obligations hereunder.

### **Section 9.07 Notices**

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be delivered to the address(es) set forth below, or to such other address as may be designated by such Party in written notice to the other Party.

#### To LED:

Don Pierson, Secretary  
Louisiana Department of Economic Development  
P. O. Box 94185; Baton Rouge, LA 70804-9185 (USPS mail)  
11<sup>th</sup> Floor, 617 North 3rd Street, Baton Rouge, LA 70802-5239 (Delivery)  
Telephone: (225) 342-3000

#### To the Company:

Deion Hemphill  
Louisiana Plastic Industries, Inc.  
501 Downing Pines Road, West Monroe, LA 71292  
Telephone: (318) 388-4562

### **Section 9.08 Amendment**

This Agreement may be amended only upon the written consent and approval of all Parties.

**Section 9.09 Rules Prevail**

To the extent any provision of this Agreement, after reasonable construction so as to give meaning to all provisions of this Agreement and the Rules, conflicts with the Rules promulgated by the Board, the Rules of the Board prevail.


**Section 9.10 Electronic Transaction; Electronic Signatures**

In accordance with LA. R.S. 9:2605B(1)&(2), the Parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the Parties to this Agreement and any Amendments hereto shall be acceptable and satisfactory for all legal purposes; as authorized by the "Louisiana Uniform Electronic Transactions Act", LA. R.S. 9:2601 through 9:2621.

**\*\*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK\*\***

IN WITNESS WHEREOF, this Agreement has been signed by the undersigned duly authorized representatives on the dates indicated below.

LOUISIANA PLASTIC INDUSTRIES, INC.

By:   
 By: JOHN MARK WILHITE (Feb 9, 2023 16:20 CST)  
*Signature*

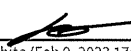
JOHN MARK WILHITE

*Printed Name*

Title: President

Date: 02/09/2023

LOUISIANA PLASTIC INDUSTRIES, INC.

By:   
 By: Ross Wilhite (Feb 9, 2023 17:15 CST)  
*Signature*

Ross Wilhite

*Printed Name*

Title: Secretary

Date: 02/09/2023

LED CONTRACT MONITOR

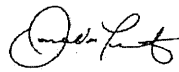


*Signature*

Kristin Cheng

*Printed Name*

LOUISIANA DEPARTMENT OF  
ECONOMIC DEVELOPMENT

By:   
 By: Don Pierson, Secretary

Date: 02/23/2023

**EXHIBIT 1**

(Company Authorizing Resolution)

\*\*\*\*\*

RESOLUTION OF THE  
BOARD OF DIRECTORS OF  
LOUISIANA PLASTIC INDUSTRIES, INC.

\*\*\*\*\*

BE IT KNOWN that on this 12<sup>th</sup> day of May, 2015, before me, the undersigned Notary Public, duly commissioned and qualified to act as such personally came and appeared, the Secretary of LOUISIANA PLASTIC INDUSTRIES, INC., a Louisiana corporation domiciled in Ouachita Parish, Louisiana; and that the following is a true and correct copy of a resolution unanimously adopted at a specially called and legally convened meeting of the Board of Directors of said corporation held on the 12<sup>th</sup> day of May, 2015:

BE IT RESOLVED: That any and all prior resolutions of authority in favor of any officer or stockholder of this corporation be and the same are hereby rescinded, and, in its place and stead, the President of this corporation is directed to cause the following resolution of authority to be spread upon the records of Ouachita Parish, Louisiana;

BE IT FURTHER RESOLVED: that any two (2) of the following: SIDNEY R. WILHITE, Chief Executive Officer, JOHN MARK WILHITE, President/Treasurer, and SIDNEY ROSS WILHITE, JR., Chief Operating Officer/Secretary, be and they are hereby authorized and empowered for and on behalf of the corporation to purchase acquire, sell, donate, alienate, exchange, encumber, pledge, mortgage or otherwise acquire or dispose of any property, movable or immovable, corporeal or incorporeal personal property, stocks (including stock in any homestead or building and loan association) bond, notes, chooses in action, minerals, mineral interest, mineral royalties and mineral leases of any sort, size, type or description whatsoever, or any interest therein in whole or in part, and wherever located; to enter into any agreement or contract for the purchase or sale of any such above described property or interest therein, by contract to sell or buy, by contract of sale or purchase, or by bond for deed, or by assumption deed or by any other type of contract of

agreement; to borrow money and to make, sign and execute notes promissory notes, mortgage notes, or any and all types of evidences of indebtedness and on such items and conditions and at such rates of interest as they may deem proper and to secure same by the execution of vendor's lien, special mortgages, collateral mortgages or any other type of security device on any or all of the property of the corporation or any interest therein, said mortgage or mortgages, or any other security documents, may contain such terms and conditions as they, in their sole uncontrolled discretion, may deem appropriate, including, but not limited to, a confession of judgement, waiver of appraisal waiver of notice of demand, consent to foreclosure by executory process pact de non aliendo and any other clauses customary in Louisiana mortgage transactions; to purchase own, acquire, sell, pledge and hypothecate shares of stock or membership certificates in any building and loan or homestead association, and to use said stock or certificates as collateral for any money borrowed from any building and loan or homestead association as the result of any sale or re-sale transaction or by direct loan or otherwise; to accept promissory notes, mortgage notes, mortgages, liens or other types of evidence in consideration for the sale of any property belonging to the corporation or any interest therein; to make, sign and execute leases or rental agreements either as lessor or lessee or to make and accept assignments of any leases; to make, sign and execute either as grantor or grantee, mineral leases, mineral sales, mineral reservations and royalty sales; to enter into any partnership agreements or arrangements, or enter into any type of contract whatsoever for and on behalf of said corporation.

BE IT FURTHER RESOLVED: That any and all of the powers hereinabove granted are to be and may be exercised by the aforesaid officer of this corporation in their official capacity with or without the necessity of further approval or ratification by the other officers or by the corporation or by its Board of Directors; that such powers are granted to them to be executed for and on behalf of and in the name of the corporation; that such powers are to be exercised on such terms, prices and conditions, including the granting or obtaining of such rates of interest on loans to and by the said corporation, as they may deem proper and to be the best interest of the corporation; and they are further so authorized to carry out and execute any or all of the above enumerated powers, including the signing and execution of all proper and necessary papers and documents.

BE IT FURTHER RESOLVED: That any deeds, leases, contracts, mortgages, notes, or any other instrument or document heretofore

executed by any two (2) of the following: SIDNEY R. WILHITE, Chief Executive Officer, JOHN MARK WILHITE, President/Treasurer, and SIDNEY ROSS WILHITE, JR., Chief Operating Officer/Secretary, be and they are hereby authorized and empowered for and on behalf of said corporation is hereby ratified and confirmed as being an official act of the corporation.


BE IT FURTHER RESOLVED: That this Resolution shall be filed in the Conveyance records of all applicable parishes in Louisiana, and shall remain valid and effective until cancelled.

As Secretary of this corporation, the undersigned does hereby certify that the above and foregoing is a true and correct copy of the resolution mentioned and passed in the preamble to this instrument and that said resolution has not been canceled or rescinded.

WITNESS my hand, as the Official Act of this Corporation on this 12<sup>th</sup> day of May, 2015.

  
\_\_\_\_\_  
SIDNEY ROSS WILHITE, JR., Secretary

SWORN TO AND SUBSCRIBED before me, Notary, in Ouachita Parish, Louisiana, this 12<sup>th</sup> day of May, 2015.

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

**EXHIBIT 2**  
**CERTIFICATION OF COMPLIANCE**

**Contract Number for the Project:** \_\_\_\_\_ **Reporting Period:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Project Physical Address:** \_\_\_\_\_

1. Has the contract for this project/phase been fully executed? Yes ☐ No ☐
- a. Complied with Article IV: Project Completion Report (PCR)? Yes ☐ No ☐
- b. Complied with Article VI: Affidavit of Final Cost (AFC)? Yes ☐ No ☐

If the answer to any of the above is "No", please explain: \_\_\_\_\_

2. Operation of the assets related to this project/phase:
- ☐ Commenced, as of \_\_\_\_\_ and continues to date.  
(Date)
- ☐ Has not commenced or has ceased Operation

If Company has ceased Operation, please explain: \_\_\_\_\_

3. Capital Expenditures for this project/phase made as of \_\_\_\_\_ : \$ \_\_\_\_\_  
(Date – from PCR) (Amount – from AFC)

4. Required Annual Jobs (per Exhibit A, Section 4.02 (B)): \_\_\_\_\_
- a. Actual number of Jobs (total provided on NJCS or PSEBS (if retention only) tabs on the ITE-ACR): \_\_\_\_\_

5. Required Annual Payroll (per Exhibit A, Section 4.02 (B)): \$ \_\_\_\_\_  
 a. Actual annual Payroll (total provided on NJCS or PSEBS (if retention only) tabs on the ITE-ACR): \$ \_\_\_\_\_

6. Has the Company offered a Basic Health Benefits Plan for this Project Year for Jobs? Yes ☐ No ☐

7. Are any Jobs at the Manufacturing Establishment attributable to:
- a. Jobs transferred from any other location within the state by the Company, Company Affiliate or a Qualified Contractor? Yes ☐ No ☐
- b. Jobs transferred from any other Louisiana-based employment as a result of the Company, Affiliate, or a Qualified Contractor acquiring a business operation or substantially all of its assets? Yes ☐ No ☐
- c. If yes to either a. or b. above, were those Jobs backfilled resulting in a neutral job gain (or neutral job count if retaining Jobs) within the State? Yes ☐ No ☐

If the answer to 7.c. is “No”, please explain: \_\_\_\_\_



8. Upload this Certification of Compliance with original signatures via Fastlane. The following additional materials must accompany this certification. Use the most current updated prescribed forms and spreadsheets found on the Fastlane Document Checklist:
- ITE Employment Baseline Calculation Worksheet – (only required the first year of reporting).
  - A sortable and unlocked version of the ITE Annual Compliance Report (ITE ACR).
  - Copies of all quarterly wage reports (ES-4's/SUTA) and Multi Worksite Reports (if applicable) filed with the LA Workforce Commission for the same filing period.
9. Optional: If applicable, additional non-compliance documentation is attached as a separate document for LED to provide to the Local Governmental Entities & the Board of Commerce & Industry for consideration. Yes ☐ No ☐

**CONTACT TYPE (select one):**Business ☐ Consultant ☐

Contact Information:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Extension: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**CERTIFICATION**

(The electronic version of this document is available via Fastlane NextGen. In order to submit each Project Year, the form must be added to the existing project, signed, paid, and submitted electronically via Fastlane NextGen along with the additional materials referenced in the Document Checklist section of the form).











# Exhibit A - Louisiana Plastic Industries Inc #20210307

Final Audit Report

2023-02-23

Created:	2023-02-09
By:	Christina Ocmand (Christina.Ocmand@la.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxuPqnNURFUUowAXvYelulrQUJCKt9-3g

## "Exhibit A - Louisiana Plastic Industries Inc #20210307" History

-  Document created by Christina Ocmand (Christina.Ocmand@la.gov)  
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-  Document emailed to JOHN MARK WILHITE (jmw@laplastic.com) for signature  
2023-02-09 - 6:30:52 PM GMT
-  Email viewed by JOHN MARK WILHITE (jmw@laplastic.com)  
2023-02-09 - 10:19:23 PM GMT- IP address: 104.28.32.93
-  Document e-signed by JOHN MARK WILHITE (jmw@laplastic.com)  
Signature Date: 2023-02-09 - 10:20:54 PM GMT - Time Source: server- IP address: 142.190.101.18
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2023-02-09 - 10:53:04 PM GMT- IP address: 104.28.55.253
-  Signer ross@laplastic.com entered name at signing as Ross Wilhite  
2023-02-09 - 11:15:25 PM GMT- IP address: 107.123.33.7
-  Document e-signed by Ross Wilhite (ross@laplastic.com)  
Signature Date: 2023-02-09 - 11:15:27 PM GMT - Time Source: server- IP address: 107.123.33.7
-  Document emailed to kristin.cheng@la.gov for signature  
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-  Email viewed by kristin.cheng@la.gov  
2023-02-10 - 1:03:39 AM GMT- IP address: 172.225.204.117





Signer kristin.cheng@la.gov entered name at signing as Kristin Cheng

2023-02-23 - 6:45:15 PM GMT- IP address: 159.39.101.2



Document e-signed by Kristin Cheng (kristin.cheng@la.gov)

Signature Date: 2023-02-23 - 6:45:17 PM GMT - Time Source: server- IP address: 159.39.101.2



Document emailed to don.pierson@la.gov for signature

2023-02-23 - 6:45:19 PM GMT



Email viewed by don.pierson@la.gov

2023-02-23 - 7:00:51 PM GMT- IP address: 159.39.101.2



Signer don.pierson@la.gov entered name at signing as Don Pierson

2023-02-23 - 7:01:06 PM GMT- IP address: 159.39.101.2



Document e-signed by Don Pierson (don.pierson@la.gov)

Signature Date: 2023-02-23 - 7:01:08 PM GMT - Time Source: server- IP address: 159.39.101.2



Agreement completed.

2023-02-23 - 7:01:08 PM GMT



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 RECYCLING PARTNERSHIP GRANT AGREEMENT WITH THE RECYCLING PARTNERSHIP, INC. FOR A GRANT OF UP TO \$84,500.00 PLUS ACCESS TO OTHER RESOURCES TOWARDS THE COST OF PROVIDING THE PUBLIC RECYCLING PROGRAM, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Alderman of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized on behalf of the City of West Monroe, Louisiana, to enter into that Recycling Partnership Grant Agreement, providing cash funding of up to \$84,500.00 and other in-kind services with a value estimated of up to \$125,000.00 from The Recycling Partnership, Inc., to go toward the cost of providing the public recycling program by the City, all according by the terms, conditions and provisions the Recycling Partnership Grant Agreement, a copy of which is attached as Exhibit “A”;

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 authorized on behalf of the City of West Monroe, Louisiana, to execute any related documentation, and to further do and perform any and all other matters and take any and all other actions in order to fulfill the terms and conditions of the Grant Agreement.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, passes and adopted this 7<sup>th</sup> day of March, 2023, the final vote being as follows:

YEA: \_\_\_\_\_  
NAY: \_\_\_\_\_  
NOT VOTING: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ATTEST:

APPROVED THIS 7TH DAY OF  
MARCH, 2023  
  
\_\_\_\_\_  
STACI ALBRITTON MITCHELL, MAYOR  
CITY OF WEST MONROE  
STATE OF LOUISIANA

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

## RECYCLING PARTNERSHIP GRANT AGREEMENT

This Grant Agreement is hereby made and entered into on the last date of execution below (“Effective Date”), by and between The Recycling Partnership, Inc. (“The Partnership”) and West Monroe, Louisiana (“Grantee”), which are referred to collectively herein as the “Parties” and individually as a “Party.”

1. **Grant Agreement Documents; Entire Agreement:** This Grant Agreement consists of this document and its attachments: Terms and Conditions (Attachment A), and Work Plan (Attachment B). This Grant Agreement comprises the entire agreement between the Parties and supersedes any and all previous and contemporaneous agreements and representations, whether oral or written.
2. **Term:** The Grant Agreement shall be effective during the Grant Period, which begins on the Effective Date and ends on October 31, 2024 unless the Parties agree to amend the Grant Agreement as provided in Paragraph 8.
3. **Grantee’s Duties:** Subject to Paragraph 10 hereof, the Grantee shall take reasonable and appropriate steps to substantially complete the Work Plan as set out in Attachment B and under the conditions set forth in Attachment A.
4. **Duties of Partnership and Grantee:** The Partnership shall make cash grants to the Grantee in an amount not to exceed EIGHTY-FOUR THOUSAND FIVE HUNDRED DOLLARS (\$84,500) to support the improvement of drop-off recycling and resident engagement with the goal of improving and enhancing Grantee’s residential drop-off recycling program (“Cash Grants”). The details of the Cash Grants and the anticipated costs and expenditures associated with this grant project are detailed in the section f, Project Budget and Grant Funding, of Attachment B.

In addition to the Cash Grants, during the Grant Period The Partnership shall also provide the Grantee with access to resources, Partnership staff time, and other in-kind services with an estimated value of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000). The purpose of these in-kind services is to support the Grantee’s public recycling program through the provision of technical support for strategic planning, program assessment, program implementation, and recycling education and outreach including graphic design and recycling

program outreach collateral development. The amounts set forth below represent The Partnership's intended distribution of in-kind resources to the Grantee.

Description of In-Kind Resources from The Recycling Partnership	Projected Value
Access to Recycling Partnership educational campaign materials	Up to \$100,000
Dedicated technical assistance and outreach campaign design support from Partnership staff	Up to \$25,000
Total projected value of in-kind assistance and support	Up to \$125,000

In exchange for the Cash Grants and in-kind resources from The Partnership, the Grantee will commit staff time and resources for the planning and implementation of the project that is the subject of this Grant Agreement, including producing and distributing educational materials, establishing a new recycling drop-off site, conducting recycling program operations, and providing additional support as the project requires in the Work Plan as set out in Attachment B, and under the conditions set forth in Attachment A.

Subject to Paragraph 10 hereof, the Grantee will take reasonable and appropriate steps to substantially complete the Work Plan in accordance with the Anticipated Implementation Timeline described in the Work Plan.

**5. Distribution Provisions:** The Partnership shall distribute Cash Grants to the Grantee to reimburse the Grantee for actual allowable expenditures the Grantee has made or otherwise incurred during the Grant Period (collectively, "Allowable Expenditures" and individually, an "Allowable Expenditure"). An Allowable Expenditure is one associated with work performed or goods or services acquired to complete the Work Plan as set out in Attachment B as determined by The Partnership in its sole and absolute discretion. Excluding the final Cash Grant, The Partnership shall make such distributions to the Grantee within thirty (30) days of receiving from the Grantee invoices prepared as described in Paragraph 6 hereof documenting Allowable Expenditures. Total Cash Grants from The Partnership will not exceed ninety percent (90%) of reimbursable costs until the submittal of a final report ("Final Report") as defined in section u, Reporting and Additional Post Award Requirements, of Attachment A; the remaining ten percent (10%) of reimbursable expenses shall be paid upon Final Report submittal. Cash Grants may be distributed to the Grantee by check or direct deposit, as the Grantee and The Partnership shall mutually agree prior to the distribution of a Cash Grant.

**6. Invoices:** As described in section r, Reimbursement, of Attachment A, the Grantee shall submit reimbursement requests to The Partnership in the form of an invoice using a template provided by The Partnership. All invoices submitted to The Partnership by the Grantee shall be accompanied by reasonable and appropriate evidence for The Partnership to determine the actual amounts paid by the Grantee for work and services associated with Allowable Expenditures and

by documentation that provides evidence of payment by the Grantee for all Allowable Expenditures submitted, which shall include copies of invoices for each Allowable Expenditure for which the Grantee is seeking reimbursement. The Grantee's final invoices must be received by The Partnership with the Grantee's Final Report. Upon delivery of such invoices and documentation, the Grantee will then be eligible for reimbursement of up to ninety percent (90%) of the amount of the Cash Grants to be provided by The Partnership for Allowable Expenditures with the final ten percent (10%) available as detailed in Paragraph 5 above.

**7. Contacts:** Contacts for purposes of this Grant Agreement are set forth below.

<b>Primary Partnership Contact:</b>	<b>Secondary Partnership Contact:</b>	<b>Grantee Contact:</b>
Rob Taylor, Vice President of Grants and Community Development Telephone: (919) 777-3964 Email: rtaylor@recyclingpartnership.org	Craig Wittig, Vice President of Grant Implementation and Community Engagement Telephone: (919) 830-0547 Email: cwittig@recyclingpartnership.org	Denise Calhoun Human Resources Manager Telephone: (318) 397-6718 Email: dcalhoun@westmonroe.la.gov

**8. Changes and Amendments:** This Grant Agreement may be amended in a writing signed by the Parties. Notwithstanding the foregoing, the amount of Cash Grants may be increased or decreased in a writing signed by an authorized person of the Grantee and a Partnership contact set out in Paragraph 7 hereof.

**9. Signature Warranty:** Each of the undersigned represents and warrants that he or she is authorized to execute this Grant Agreement.

**10. Appropriations Limitation:** All expenditures and other performance by the Grantee under this Grant Agreement are subject to appropriations by the City Council of the Grantee. Consequently, this Grant Agreement shall bind the Grantee only to the extent the Grantee appropriates sufficient funds for the Grantee to perform its obligations hereunder.

**[The balance of this page is intentionally left blank.]**

The parties have executed this Grant Agreement as of the Effective Date.

THE RECYCLING PARTNERSHIP, INC.

By: \_\_\_\_\_

Rob Taylor  
Vice President of Grants and Community Development

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

THE CITY OF WEST MONROE, LOUISIANA

By: \_\_\_\_\_

Staci Mitchell  
Mayor

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

By: \_\_\_\_\_



## Attachment A: Terms and Conditions

**a. Termination:** Either Party may terminate the Grant Agreement in writing with thirty (30) days' notice to the other Party. If the Grantee fails to substantially fulfill its obligations under this Grant Agreement in a timely and proper manner, The Partnership may provide written notice to the Grantee of its intent to terminate the Grant Agreement. Such notice shall specify the reasons for termination and allow the Grantee thirty (30) days to mitigate any specified reasons. If the Grantee fails to cure, as determined by The Partnership in its sole discretion, The Partnership may terminate this Grant Agreement by giving written notice to the Grantee of such termination and the effective date of such termination. In such event, the Grantee may receive Cash Grants equal to the total amount of actual Allowable Expenditures paid or entered into in good faith and subject to the other terms and conditions of this Grant Agreement that were incurred by the Grantee prior to receipt of a notice of termination from The Partnership and submitted for reimbursement within thirty (30) days of such receipt date in accordance with Paragraphs 5 and 6 of this Grant Agreement.

**b. Notices:** All notices required by the terms of this Grant Agreement to be sent to The Partnership must be delivered by email with a read receipt requested to The Partnership's primary and secondary contacts set out in Paragraph 7 hereof.

All notices required by the terms of this Grant Agreement to be sent to the Grantee must be delivered by email with a read receipt requested to the Grantee's contact set out in Paragraph 7 hereof.

**c. Recycled Paper:** The Partnership encourages the Grantee, if cost effective, to have all publications produced as a result of this Grant Agreement be printed double-sided on recycled-content paper with minimal thirty percent (30%) post-consumer recycled content.

**d. Lobbying:** The Grantee shall not use or appropriate any Cash Grant to carry on propaganda or otherwise attempt to influence legislation.

**e. Compliance with Work Plan:** The Grantee shall substantially adhere to the timeline and objectives detailed in the Work Plan as set out in Attachment B and strive to make sufficient progress toward fulfilling such timeline and objectives.

**f. Extensions:** The Partnership may grant extensions of time for the Grantee to perform its obligations hereunder, but such extensions are not guaranteed. If the Grantee desires an extension, the Grantee shall submit a written request to The Partnership's primary and secondary

contacts set out in Paragraph 7 hereof at least sixty (60) days prior to the due date of an obligation.

**g. Retroactive Costs:** Costs incurred before the Grant Period are not eligible for reimbursement unless approved in writing by The Partnership's primary or secondary contacts set out in Paragraph 7 hereof.

**h. Travel Expenses:** Cash Grants from The Partnership may not be used for travel expenses without prior written approval from The Partnership's primary or secondary contacts set out in Paragraph 7 hereof.

**i. Technical Assistance:** The Grantee agrees to work with The Partnership during the design, implementation, and monitoring of the program improvements, both educational and operational, during the Grant Period.

**j. Material Collection and Management of Recyclable Materials:** The Grantee shall provide a listing of the materials currently accepted for recycling. After a review by The Partnership of recycling materials already accepted by the Grantee, the Grantee shall work with its Materials Recovery Facility ("MRF") or other materials processor, hauler (if applicable) and The Partnership and/or a contractor hired at The Partnership's expense to evaluate the current mix of recycling materials collected residually and consider the inclusion of other recyclable materials as appropriate in curbside collection.

The Parties agree that recyclable materials meeting reasonable contamination standards established by the Grantee and Grantee's MRF operator or other materials processor that are collected for recycling by the program benefitted by Cash Grants made pursuant to this Grant Agreement will be delivered to a reputable processor for recycling and recovery. The Grantee shall work in good faith with The Partnership to address any issues related to the recycling and/or recovery of such materials with the goal that properly prepared recyclable materials collected by the Grantee's program will be managed responsibly.

**k. Educational Best Practices:** The Partnership utilizes a behavior change approach to recycling education and outreach. Our best practices consist of a direct mailer to all residents with information about acceptable materials and informational signs at recycling collection points that reinforce acceptable materials and address recycling contamination. At a minimum, the Partnership requires that grant funds allocated for education and outreach be used toward the procurement of direct-to-resident communications. The Partnership further requires that Grantee cooperate with The Partnership in support of the design and implementation of the education and

outreach campaign. Finally, the Partnership requires that the Grantee update its websites with updated messaging and information about the public recycling services in its jurisdiction based on recent work with the Partnership to include at a minimum a listing of acceptable materials as well as information about recycling drop-off locations including facility addresses and operating hours.

**l. Publicity and Press Events:** The Grantee may make information regarding this Grant Agreement and the associated grant project public at any time after this Grant Agreement is fully executed and in a manner which it deems appropriate. This requirement is not intended to limit or otherwise restrict the Grantee's public information obligations or requirements and is instead intended to allow the Parties to coordinate public announcements about the project. The Grantee agrees to cooperate with reasonable efforts by The Partnership to publicize the grant, including, but not limited to designating a suitable representative to appear on behalf of the Grantee at publicity events, providing relevant and pertinent information to include in press releases and distributions, and responding as appropriate to relevant and pertinent press inquiries. The Partnership agrees to give reasonable notice to the Grantee's Grant Contacts regarding any such publicity / press events.

**m. Graphic Design Edits:** The Partnership will work with the Grantee to customize educational materials to fit the needs of the Grantee's campaign in accordance with the timeline established by the Parties. The Grantee must give at least five (5) days' notice for any edits or changes to educational materials that are to be conducted by The Partnership. If the Grantee uses a third-party service provider for the design of education and outreach materials, The Partnership will cooperate with the third-party service provider by providing access to Partnership tools, artwork, and images for use by such third-party provider. The Partnership will not, however, provide customized design services to such a third-party service provider. The Partnership will work with the Grantee on campaign materials and will provide two (2) rounds of edits to the graphic design of these materials. Additional rounds of editing on graphic design materials may be provided by mutual agreement between the Parties. The project timeline may be delayed if there are approval delays during the two rounds of edits. This may result in the extension of the deadline of project completion. It is a best practice to have one Grantee staff member serve as the point of contact for the Grantee and collect all approvals and edits to educational materials to deliver to The Partnership for graphic design completion. Print buying and approvals are the sole responsibility of the Grantee.

**n. Logo Usage:** The Grantee shall use The Partnership logo with the phrase "Funded in part by" on all education materials associated with the project that is the subject of this Grant Agreement, unless otherwise agreed by the Parties or prohibited by law. When a Partnership

project is funded by one or more other funders, then, in addition to The Partnership logo, such funders may also need to be acknowledged by the Grantee in communications materials with the “Funded in part by” language, and the use of one or more funder logos may be requested, with the final acknowledgment to be developed by mutual agreement between the Parties. Prior to finalization, The Partnership requires proof review of any campaign materials developed by the Grantee or a third party that uses campaign images, graphics or logos of The Partnership and any of its funders. Upon presentation of materials for review, The Partnership agrees to review proofs and provide feedback within five (5) business days, or it shall lose the right to require the use of The Partnership logo, and the logos of any of its funders and associated use of the “Funded in part by” phrasing. The Partnership understands that under no circumstances may the Grantee appear to be endorsing or advertising on behalf of a private business.

**o. Compliance with Patent, Trademark and Copyright Laws:** The Parties agree that all work performed under this Grant Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes. The Parties further agree that neither will use any protected patent, trademark, or copyright in performance of their respective work unless a Party has obtained proper permission and all releases and other necessary documents. The Parties agree to release, indemnify and save one another harmless from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance or work under this Grant Agreement which infringes upon any patent, trademark or copyright protected by law.

**p. Electronic Signatures and Electronic Records:** The Partnership consents to the use of electronic signatures by the Grantee. This Grant Agreement, and any other documents requiring a signature that are related to this Grant Agreement, may be signed electronically by the Grantee in the manner specified by the Grantee. The Parties agree not to deny the legal effect or enforceability of this Grant Agreement or any document related thereto solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Grant Agreement or any document related thereto in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**q. Reporting and Additional Post-Award Requirements:** The Grantee shall comply with reporting requirements, including:

- The Grantee shall provide The Partnership, within fifteen (15) days of the Effective Date, a notice as set out in section b hereof with the Grantee’s employer identification number, as

that term is defined in Treasury Regulations section 301.7701-12, and was assigned to the Grantee by the Internal Revenue Service pursuant to (i) Section 6011(b) of the Code, (ii) corresponding provisions of prior law, or (iii) Section 6109 of the Code, and which consists of nine digits separated by a hyphen in the following format: 00-0000000.

- In order to establish a baseline for measurement of project success, the Grantee shall provide The Partnership with monthly waste and recycling tonnage data for at least the twelve (12) month period immediately before the project that is the subject of this Grant Agreement is initiated. If such data is not available, then Grantee agrees to work with The Partnership to help develop estimates for waste and recycling tonnage data for the baseline period.
- The Grantee shall deliver to The Partnership monthly waste and recycling data reports on a quarterly basis for the later of (i), through the end of the Grant Period as defined in Paragraph 2 of this Grant Agreement and (ii) one (1) calendar year beyond the date of the implementation of the project that is the subject of this Grant Agreement. Such reports shall be submitted electronically to The Partnership via a reporting system and format established by The Partnership.
- The Grantee shall establish an account with the Municipal Measurement Program (“MMP”) system for annual reporting. Reporting in the MMP system is free and involves entering annual tonnage data and answering questions about waste and recycling programs and services through a web-based analytical tool. The Grantee, upon finalization of this Grant Agreement, shall submit waste and recycling data about their most recently completed annual period into the MMP system, and to aid in the tracking of the long-term impacts of the work conducted, the Grantee commits to reporting annually in the MMP system for five (5) years following the term of this Grant Agreement.
- The Grantee shall submit to The Partnership for review a draft final report (hereafter, “Final Report”) at least thirty (30) days prior to the end of the Grant Period. The Partnership will provide the required format for the Final Report and feedback to the Grantee about the draft Final Report, including necessary changes and points of clarification, within fourteen (14) days of receipt of the draft Final Report, and a fully reviewed and finalized Final Report is required to be submitted by the end of the Grant Period.
- Additional reporting requirements may be included in Work Plan set out in Attachment B.

**r. Reimbursement:** As set out in Paragraph 5 of this Grant Agreement, Cash Grants will be distributed by The Partnership on a reimbursement basis. When seeking reimbursement for grant related expenditures, the Grantee must utilize the format provided by The Partnership. When submitting reimbursement requests, the Grantee must include a copy of any invoices or receipts for which the Grantee seeks reimbursement from The Partnership. Each invoice should be accompanied by associated proof that the Grantee paid the invoice in question. Acceptable proof

of payment includes copies of canceled checks or Grantee finance system reports showing that payment was made.

The Partnership shall reimburse the Grantee for actual Allowable Expenditures with The Partnership retaining ten percent (10%) of the amount of the Cash Grants until all grant-related activities are completed and all reports are received and accepted. The remaining ten percent (10%) of reimbursable expenses shall be paid upon completion of a satisfactory Final Report as described in section u, Reporting and Additional Post-Award Requirements.

The Partnership may withhold making Cash Grants if the Grantee does not meet its reporting obligations as set out in section q, Reporting and Additional Post-Award Requirements.

**[The balance of this page is intentionally left blank.]**

## Attachment B: Work Plan

**a. Background:** The Grantee is a city of 6,497 households in northern Louisiana. The Grantee has operated a drop-off recycling center since 2018. The center is open to the public three days a week—Monday, Wednesday, and Friday, from 7 am to 5 pm—for a total of 30 hours per week. Grantee staff works within the recycling center on Tuesday and Thursday to bale materials and maintain the facility. In addition to serving residents of the Grantee’s jurisdiction, recyclable material is received from residents and businesses throughout the region of Louisiana which includes Ouachita, Lincoln, Union, Richland, and Morehouse Parishes. The total number of households in this region potentially served by this one drop-off center is 126,596. Other than at this drop-off center, residents in these parishes have few options for recycling.

Currently, space restrictions, outdated equipment, and limited capacity to handle recycled materials hinder the center’s operational efficiency. The Grantee cannot meet resident demand for increased hours of operation because its employees cannot physically manage the amount of recyclables they receive during their open public hours on Monday, Wednesdays, and Fridays.

**b. Project Description:** In order to expand the hours that the recycling center is open to the public and therefore increase the amount of recyclables collected, the Grantee will purchase equipment to improve operational efficiency at its recycling center. The Grantee will purchase and install new equipment including a portable loading dock, storage bunkers, a functioning forklift, collection receptacles, signage, and outreach materials. The new equipment will allow the center to expand operating hours during the week and weekends due to improved efficiency for staff time. The Grantee will evaluate the ability to expand site operational hours after the improvements have been executed and will share information about the decision to expand hours with The Partnership. The grant will also fund outreach to Parish residents to inform them of the center’s updated hours and accepted recyclables.

**c. Measurement Plan:** The Grantee will implement a system for tracking monthly tonnage data for residential municipal solid waste collected from within its jurisdiction and for the different categories of recyclables collected at its drop-off location. Required reports transmitting the number of households with access to recycling services, the number of site visitors, monthly tonnage data and other project elements will be provided to The Partnership as outlined in section q, Reporting and Additional Post-Award Requirements, of Attachment A.

It is further possible, but not required, that The Partnership may present the Grantee with the opportunity to collaborate in a Partnership-funded study to assess pre and post implementation capture rates for individual recyclable materials. Such a study, if conducted, will be planned in

collaboration with Grantee, and Grantee will have access to results of this measurement work.

**d. Public Outreach Plan:** The Grantee will work closely with The Partnership to develop and implement an effective education and outreach campaign in support of the Grantee's drop off recycling program utilizing the approach outlined in section k, Educational Best Practices, of Attachment A. Technical support will be provided by The Partnership as set out in this Grant Agreement. The Grantee will partner closely with The Partnership to maximize the educational efforts and materials developed during this campaign. This educational effort will focus on informing residents about the drop-off location, increasing participation in the drop off recycling program, and improving the quality of the recyclable materials collected. The Grantee will work with The Partnership to localize educational materials from The Partnership's current library of templated recycling outreach materials. At a minimum the education campaign will target the approximately 6,500 households in Grantee's jurisdiction using direct mail pieces that educate residents on what materials are accepted for recycling and where to access the drop-off centers. The Grantee will also install updated signage at the drop-off site informing residents of the accepted recyclables. The Partnership will provide grant funding and design assistance for recycling outreach materials, and the Grantee will compile a mailing list and distribute these materials.

In addition, and as agreed upon by the Parties, outreach efforts may be expanded to include one or more of the following outreach elements:

- Bill-inserts;
- Digital or other paid advertisements; and/or
- Other strategies determined effective by the Parties.

**e. Anticipated Implementation Timeline:** The Parties agree to develop and maintain a detailed Project Timeline providing milestones in the implementation of the project. The anticipated key dates in the project are outlined in the table below:

- March 1, 2023 – Recycling site improvements and planning for education and outreach campaign initiated;
- April 1, 2023 – Begin public facing education and outreach efforts to support recycling including at least the distribution of a mailer to all households in Grantee's jurisdiction;
- February 29, 2024 – project complete.

The Parties acknowledge the difficulty of predicting the exact dates for implementation of the various elements of this project. With this in mind, the above dates are intended as milestones, and with the understanding that if unanticipated changes or delays in the above schedule occur, then the Parties agree to revisit the timeline and adjust as necessary to pursue the successful



implementation of the project as described in this Work Plan. In addition, and as necessary, the Parties may modify the Grant Period as set out in Paragraph 2 of this Grant Agreement.

**f. Project Budget and Grant Funding:** The amounts set forth in the table below represent The Partnership's intended distribution of Cash Grants to the Grantee:

Grant Element Description	Grant Amount
Grant funding to support site development and recycling program improvements including materials handling equipment, material storage space, and recycling containers	\$76,500
Grant funding to support signage and outreach materials	\$8,000
Total	\$84,500

All costs associated with project implementation beyond the grant funding from The Partnership will be the responsibility of the Grantee. It is understood by the Parties that Cash Grants may be combined with local funding as well as grant funding from other sources. It is also understood by the Parties that actual expenses may vary depending on a variety of factors, including the cost of upgrading the recycling site and the actual expenses associated with the Grantee's education and outreach effort. Upon mutual written agreement of the Parties, the final allocation of Cash Grants may be adjusted between expense categories. The actual amount of Cash Grants will be based on actual reimbursable expenditures as outlined in section r, Reimbursement, of Attachment A, and the total amount of Cash Grants shall not exceed the amount specified in Paragraph 4 of this Grant Agreement. Any Cash Grants to the Grantee are subject to the requirements set out in Paragraph 10 of this Grant Agreement. The Grantee shall only invoice and receive reimbursement for actual Allowable Expenditures incurred.

## CERTIFICATE OF FINAL COMPLETION

Project: **Ike Hamilton Convention Center (2022-054)**  
Location: **501 Mane St., West Monroe, LA 71292**  
Owner: **City of West Monroe**  
Contractor: **Storer Services**  
Contract Number: **SS-220106**  
Contract Amount: **\$132,197.00**

## DEFINITION OF DATE OF FINAL COMPLETION

The date of final completion of the work is the date certified by the Owner when construction is fully complete, in accordance with the contract documents, as modified by any change orders agreed to by parties, so the Owner can occupy or utilize the work for which it is intended. In addition, deficiencies listed on the Certificate of Substantial Completion punch list have been completed and accepted by Owner or an authorized representative of same.

As such, the work performed under this contract has been inspected by an authorized representative of the above named Owner, and the project as outlined in the Contract Documents is hereby declared to be completed and has achieved all the technical and performance requirements. It is agreed that by signing this document, final completion is accepted and so authorizes release of final payment due including all retainage withheld on previous progress payments.

Date of Final Completion: \_\_\_\_\_10-18-22\_\_\_\_\_

Owner Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Representative Signing: \_\_\_\_\_ Title: \_\_\_\_\_

**STATE OF LOUISIANA  
CITY OF WEST MONROE**

**RESOLUTION NO.** \_\_\_\_\_

**MOTION BY:** \_\_\_\_\_

**SECONDED BY:** \_\_\_\_\_

A RESOLUTION AUTHORIZING THE CITY OF WEST MONROE TO PARTICIPATE IN ADDITIONAL *NATIONAL SETTLEMENTS* AS EXPRESSED IN THE RECENT NATIONAL *PHARMACY DEFENDANTS' SETTLEMENT AGREEMENTS* (CVS, WALGREENS AND WALMART DEFENDANTS),<sup>1</sup> AND ANY *FUTURE SETTLEMENTS* WITH ANY ADDITIONAL DEFENDANTS OR OTHER PARTIES ARISING FROM THE CITY OF WEST MONROE'S CLAIMS IN THE NATIONAL OPIOID LITIGATION (THE "NATIONAL SETTLEMENTS"), IN CONJUNCTION WITH AND PURSUANT TO THE PREVIOUSLY AGREED TO LOUISIANA MEMORANDUM OF UNDERSTANDING WITH THE LOUISIANA ATTORNEY GENERAL'S OFFICE ("MOU"),<sup>2</sup> AS WELL AS ANY SUBSEQUENT FORMAL AGREEMENTS NECESSARY TO IMPLEMENT THE LOUISIANA MOU OR EFFECT PARTICIPATION IN THE NATIONAL SETTLEMENTS, INCLUDING BUT NOT LIMITED TO, ANY SUBDIVISION SETTLEMENT PARTICIPATION FORM(S)/AGREEMENT(S), RELEASE(S) OR OTHER DOCUMENTS REQUIRED BY ANY SETTLEMENT AGREEMENTS ARISING FROM OR RELATING TO RESOLUTION OF THE CITY OF WEST MONROE'S CLAIMS IN THE NATIONAL OPIOID LITIGATION.

WHEREAS, the City of West Monroe has suffered harm from the opioid epidemic;

WHEREAS, the City of West Monroe recognizes that the entire State of Louisiana has suffered harm as a result from the opioid epidemic;

WHEREAS, the State of Louisiana has a pending action in state court, and a number of Louisiana Parishes, Cities and Special Districts have also filed actions in state court or have been transferred to, or directly in, *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation");

WHEREAS, the City of West Monroe is a litigating public subdivision and has a pending action in the Opioid Litigation;<sup>3</sup>

WHEREAS, the National Settlements with the Pharmacy Defendants<sup>4</sup> were publicly announced in or around December 2022 in the Opioid Litigation;

<sup>1</sup> Available at: <https://nationalopioidsettlement.com/>; <https://nationalopioidsettlement.com/faq-explanatory-charts/>; <https://nationalopioidsettlement.com/pharmacy-settlements/>; <https://nationalopioidsettlement.com/wp-content/uploads/2023/02/2022-National-Opioids-Settlements-FAQs-2-2-2023.pdf>.

<sup>2</sup> See <https://nationalopioidsettlement.com/states/louisiana/> and <https://nationalopioidsettlement.com/wp-content/uploads/2021/10/2021.10.21-MOU-Opioid-Litigation.pdf>.

<sup>3</sup> *City of West Monroe, Louisiana v. Purdue Pharma L.P. et al*, Case No. 1:18-op-46133-DAP (N.D. Ohio).

<sup>4</sup> The Pharmacy Defendants include all those listed in the relevant Settlement Agreements, including those listed in each Exhibit J appended to Settlement Agreements with CVS, Walgreens and Walmart and including all of their subsidiaries, predecessors, successors, joint venturers, current officers, directors, employees, representatives, agents, affiliates, parents, and assigns.

WHEREAS, the City of West Monroe recognizes, acknowledges and accepts that it is eligible to participate in the recently announced National Settlements with the Pharmacy Defendants;

WHEREAS, the City of West Monroe recognizes, acknowledges and accepts that it is not eligible to participate in the recently announced national/global Teva and Allergan Settlements<sup>5</sup> by virtue of the State of Louisiana's separate, preceding Settlement Agreements with the Teva and Allergan Defendants pursuant to State Attorney General's authority in the Louisiana MOU, and further recognizes that its claims against the relevant Teva and Allergan Defendants will be dismissed pursuant to those Settlement Agreements;

WHEREAS, participation in the National Settlements by a large majority of Louisiana cities, parishes and special districts will maximize the amount of funds allocated for Louisiana under the National Settlements and should improve Louisiana's relative bargaining position during additional settlement negotiations;

WHEREAS, failure to participate in the National Settlements will reduce funds available to the State, the City of West Monroe, and every other Louisiana City, Parish and Special District;

WHEREAS, the City of West Monroe's private attorneys from Neblett, Beard & Arsenault (and other co-counsel firms) have sufficiently explained the details of the current National Settlements to the City of West Monroe (through its City Attorney), the City of West Monroe has had an opportunity to ask questions concerning same, and the City of West Monroe's private attorneys have satisfactorily answered those questions to the best of their ability and based on currently available information;

WHEREAS, the City of West Monroe's private attorneys from Neblett, Beard & Arsenault (and other co-counsel firms) will explain the details of any future National Settlements to the City of West Monroe (through its City Attorney), the City of West Monroe will have an opportunity to ask questions concerning same, and the City of West Monroe's private attorneys will answer those questions to the best of their ability and based on then-available information;

WHEREAS, the City of West Monroe's private attorneys from Neblett, Beard & Arsenault (and other co-counsel firms) firmly believe that the City of West Monroe's participation in the current and future National Settlements is in the City of West Monroe's best interest;

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<sup>5</sup> See <https://nationalopioidsettlement.com/teva-allergan-settlements/>; <https://nationalopioidsettlement.com/state-participation-status/>; <https://nationalopioidsettlement.com/teva-allergan-settlement-documents/>.

WHEREAS, the City of West Monroe's private attorneys from Neblett, Beard & Arsenault (and other co-counsel firms) strongly recommend that the City of West Monroe participate in the current and future National Settlements, and agree to be bound by the terms thereof; and

WHEREAS, the City of West Monroe finds it prudent, appropriate and necessary to: (1) authorize the Mayor to agree to any and all future National Settlements arising from or relating to resolution of the City of West Monroe's claims in the National Opioid Litigation; and (2) authorize the Mayor to execute any formal agreements required by the Louisiana MOU or required to effect the City of West Monroe's participation in all National Settlements, including but not limited to, any Subdivision Settlement Participation Form(s)/Agreement(s), Release(s) or other documents required by any Settlement Agreements arising from or relating to resolution of the City of West Monroe's claims in the National Opioid Litigation.

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 the City of West Monroe finds that participation in the National Settlements is in the best interest of the City of West Monroe, its citizens, and its community(ies).

SECTION 2. BE IT FURTHER RESOLVED by the Mayor and the Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe hereby re-affirms its support of a unified plan for the allocation of any funds and use of opioid settlement proceeds as generally described in the previously agreed-to and executed Louisiana MOU.

SECTION 3. BE IT FURTHER RESOLVED by the Mayor and the Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, is hereby authorized to: (1) to agree to any and all current and future National Settlements arising from or relating to resolution of the City of West Monroe's claims in the National Opioid Litigation; (2) execute any and all formal agreements required by the Louisiana MOU or required to effect the City of West Monroe's participation in any and all current and future National Settlements, including but not limited to, any Subdivision Settlement Participation Form(s)/Agreement(s), Release(s) or other necessary documents required by any Settlement Agreements arising from or relating to resolution of the City of West Monroe's claims in the National Opioid Litigation; and (3) authorize the City of West Monroe's private

attorneys from Neblett, Beard & Arsenault (and other co-counsel firms) to perform any and all work necessary to accomplish resolution of the City of West Monroe’s claims in the National Opioid Litigation.

SECTION 4. BE IT FURTHER RESOLVED by the Mayor and the Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City Clerk be and hereby is instructed to record this Resolution in the appropriate record book upon its adoption.

SECTION 5. The Clerk is hereby directed to furnish a certified copy of this Resolution to Neblett, Beard & Arsenault:

Neblett, Beard & Arsenault  
c/o Dustin C. Carter  
P.O. Box 12120  
Alexandria, LA 71315

SECTION 6. BE IT FURTHER RESOLVED by the Mayor and the Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that for good cause and in the best interest of the City and its residents, this Resolution shall take effect immediately upon its adoption.

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 7th day of March, 2023, voted on by yea and nay vote, passed and adopted, the final vote being as follows:

YEA:\_\_\_\_\_

NAY:\_\_\_\_\_

NOT VOTING: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ATTEST:

APPROVED THIS 7TH DAY OF  
MARCH, 2023

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

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

STATE OF LOUISIANA  
CITY OF WEST MONROE

ORDINANCE NO. \_\_\_\_\_

MOTION BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

AN ORDINANCE TO ENACT SECTION 7-1005 OF THE CODE OF ORDINANCES, CITY OF WEST MONROE, LOUISIANA, TO ESTABLISH A POLICY FOR WAIVER OF CERTAIN WATER AND SEWER CHARGES RESULTING FROM INFRASTRUCTURE DAMAGE TO THE WATER DELIVERY SYSTEM, AND THE DAMAGE HAS NOT BEEN THE RESULT BY ANY ACT OR FAILURE TO ACT BY THE CUSTOMER; TO PROVIDE THE PROVISIONS OF THIS ORDINANCE ARE SEVERABLE; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, to the extent allowed by law, the City of West Monroe desires to provide for the general welfare of its water and sewer customers in situations where there has been water flow in excess of customary usage which was caused by damage to the water system infrastructure, and the damage has not been the result of any act or failure to act by the customer; and

WHEREAS, Louisiana Constitution Article VII, Section 14 was amended effective November 13 2022, effective December 13, 2022, as follows:

*“Section 14. (A) Prohibited Uses. Except as otherwise provided by this constitution, the funds, credit, property, or things of value of the state or of any political subdivision shall not be loaned, pledged, or donated to or for any person, association, or corporation, public or private. Except as otherwise provided in this Section, neither the state nor a political subdivision shall subscribe to or purchase the stock of a corporation or association or for any private enterprise.*

*(B) Authorized Uses. Nothing in this Section shall prevent \*\*\**

*\* \* \**

*(15) a political subdivision from waiving charges for water if the charges are the result of water lost due to damage to the water delivery infrastructure and that damage is not the result of any act or failure to act by the customer being charged for the water.*

*\*\*\*”*

WHEREAS, the City of West Monroe wishes to establish a policy for waiver of such charges in appropriate circumstances, and authorize the Mayor to exercise that authority,

NOW, THEREFORE,

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Section 7-1005 of the Code of Ordinances, City of West Monroe, Louisiana, is hereby enacted, to read as follows:

***“Sec. 7-1005. Policy concerning waiver of charges.***

*Notwithstanding the provisions of Sec. 7-1019 and 7-1020, of Sec. 7-2010 and 7-2010.1, or as otherwise provided in this Part, it shall be the policy of the City of West*

*Monroe that charges and fees for water service which are based upon the quantity of water provided, and the charges and fees for sewer service which are based upon the quantity of water provided may be waived by the Mayor, but only to the extent of the quantity of water which is determined to have been provided but which was unused by the customer, and which was due to damage to the water system infrastructure but only when that damage is not the result of any act or failure to act by the customer who is being charged for the water or by any person for whom the customer is responsible. A waiver may be made as to a particular location or throughout an affected area within the City.”*

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

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea or nay vote, passed and adopted the 7<sup>th</sup> day of March, 2023, the final vote being as follows:

YEA: \_\_\_\_\_

NAY: \_\_\_\_\_

NOT VOTING: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ATTEST:

APPROVED THIS 7TH DAY OF  
MARCH, 2023

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

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



CITY OF WEST MONROE

ORDINANCE NO. \_\_\_\_\_

MOTION BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

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

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

WHEREAS, that movable property still has a potential value if sold, and the receipt of any funds received will be beneficial to the City of West Monroe, Louisiana, and its residents.

NOW, THEREFORE:

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe, Louisiana, hereby declares the following movable property is no longer needed for any public purpose by the City of West Monroe, Louisiana, and is therefore declared surplus, and the City of West Monroe, Louisiana is hereby authorized to sell that property through internet computer auction pursuant to the provisions of R.S. 33:4711.1. That movable property and the terms of sale are more particularly described as follows, to-wit:

**2003 Haulmark, Model: 7X12TA, Serial Number: 16HPB12203G053202  
(in “as is” condition, FOB West Monroe, LA)**

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the use of any method or means allowed by R.S. 33:4711.1 is hereby approved.

SECTION 3. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that if determined or appropriate, Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, or her designee, then the City of West Monroe, Louisiana, may reserve the right to reject any and all bids and/or remove any and all portion of the movable property from the auction sale prior to its being offered, and/or sold, all with or without a minimum price, and that the terms, conditions and provisions of that sale are to be for cash at time of sale, and except as otherwise expressly provided in the sales advertising, all items to be sold in “as is” condition.

SECTION 4. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the

Item 8)

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 pay any necessary costs associated with the sale from the proceeds of the sale.

SECTION 5. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the

City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, or her designee, is hereby authorized to take any and all other action and to execute any and all documentation as is necessary or desirable in order to further effectuate the provisions of this ordinance, including but not limited to execution of any and all bills of sale or other documents in order to evidence transfers of title of the movable property which is sold.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea or nay vote, this 7th day of March, 2023, the final vote being as follows:

YEA: \_\_\_\_\_

NAY: \_\_\_\_\_

NOT VOTING: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ATTEST:

APPROVED THIS 7TH DAY OF  
MARCH, 2023

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

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

**CHANGE ORDER**No. 4Dated: 3/7/2023OWNER'S Contract No.: 000145 ENGINEER'S Project No.: 215203Project: **OTIS STREET REHABILITATION**CONTRACTOR: AMETHYST CONSTRUCTION, INC.Contract For: Sidewalks & Roadway Contract Date: December 20, 2021To: AMETHYST CONSTRUCTION, INC.  
Contractor

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

City of West Monroe

Owner

By: Staci Albritton Mitchell - Mayor  
Dated: March 7, 2023

Nature of Changes: Replace old culvert and add concrete drive entrance to City property at approx. Sta. 11+00  
 Pour concrete collar around existing waterline conflict  
 Build case-in-place catchbasin to accomodate new pipe outfalling directly into the ditch a  
 approx. Sta. 7+00.

Enclosures: Change Order #4 Detail

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

Contract Price Prior to This Change Order: \$ 1,481,027.20Net (Increase) Resulting from this Change Order: \$ 32,085.74Current Contract Price Including this Change Order: \$ 1,513,112.94

Contract Time Prior to This Change Order: 104 Days

Net (Add) Resulting from This Change Order: 5 Days

Current Contract Time Including This Change Order: 109 Days

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The Above Changes Are Recommended:

**S. E. HUEY CO.**

Project Engineer

By:

**Brad Anzalone, P.E.**

Date:

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The above Changes Are Approved As Recommended:

**City of West Monroe**

Owner

By:

**Staci Albritton Mitchell - Mayor**

Date:

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The above Changes Are Accepted:

**Amethyst Construction, Inc.**

Contractor

By:

Date:

Project: OTIS STREET REHABILITATION			Owner: CITY OF WEST MONROE, LA					
Job #: 215203			Change Order No. 4			Contract Date: December 20, 2021		
Date of Completion:			Amount of Contract:			Contract Days:		
Original: N/A			Current: \$1,481,027.20			Current: 104		
Revised: N/A			Revised: \$1,513,112.94			Revised: 109		
Contract Items			Current:			Change Order No. 4		
Item No.	Item Description	Unit	Quantity	Unit \$	Extension	Quantity	Difference	Extension
202-02-006100	REMOVAL OF CONCRETE WALKS AND DRIVES	SQ. YD.	418	\$30.00	\$12,540.00			\$0.00
203-01-00100	GENERAL EXCAVATION	CU. YD.	15586	\$4.00	\$62,344.00			\$0.00
203-03-00100	EMBANKMENT	CU. YD.	15336	\$4.00	\$61,344.00			\$0.00
203-07-00100	BORROW (VEHICULAR MEASURE)(SELECT SOILS)	CU. YD.	450	\$25.00	\$11,250.00			\$0.00
203-08-00100	GEOTEXTILE FABRIC	SQ. YD.	750	\$5.00	\$3,750.00			\$0.00
303-03-00400	IN-PLACE CEMENT TREATED BASE COURSE, 12" THICK	SQ. YD.	673.5	\$38.00	\$25,593.00			\$0.00
304-01-00100	LIME	TON	24	\$325.00	\$7,637.50			\$0.00
304-05-00100	TYPE E LIME TREATMENT (9% BY VOLUME), 12" THICK	SQ. YD.	325	\$52.00	\$16,900.00			\$0.00
401-02-00100	AGGREGATE SURFACE COURSE (ADJUSTED VEHICULAR MEASUREMENT)	CU. YD.	105	\$110.00	\$11,550.00			\$0.00
402-01-00100	MAINLINE TRAFFIC MAINTENANCE SURFACING (AGGREGATE)	CU. YD.	250	\$102.00	\$25,500.00			\$0.00
502-01-00100	ASPHALT CONCRETE	TON	1054	\$185.00	\$195,027.00			\$0.00
502-01-00200	ASPHALT CONCRETE, DRIVES, TURNOUTS AND MISC.	TON	43	\$225.00	\$9,562.50			\$0.00
509-01-00100	MILLING ASPHALT PAVEMENT	SQ. YD.	8009	\$7.00	\$56,063.00			\$0.00
509-02-00100	CONTRACTOR RETAINED RECLAIMED ASPHALT CONCRETE PAVEMENT	CU. YD.	-418.0	\$0.01	(\$4.18)			\$0.00
510-01-00200	PAVEMENT PATCHING (12" MINIMUM THICKNESS)	SQ. YD.	250.0	\$112.00	\$28,000.00			\$0.00
701-03-01002	STORM DRAIN PIPE (15" RCP)	LIN. FT.	366	\$92.00	\$33,672.00	398.00	32	\$2,944.00
701-03-01022	STORM DRAIN PIPE (18" RCP)	LIN. FT.	186	\$109.00	\$20,274.00			\$0.00
702-03-00001	CATCH BASIN (REMOVE AND REPLACE FRAME AND COVER)	EACH	1	\$6,000.00	\$6,000.00			\$0.00
702-03-00500	CATCH BASINS (CB-06)	EACH	4	\$9,500.00	\$38,000.00			\$0.00
706-01-00100	CONCRETE WALK (4" THICK)	SQ. YD.	3497.800	\$72.00	\$251,841.60			\$0.00
707-03-00100	COMBINATION CONCRETE CURB AND GUTTER	LIN. FT.	687.0	\$50.00	\$34,350.00			\$0.00
713-01-00100	TEMPORARY SIGNS AND BARRICADES	LUMP SUM	1	\$130,000.00	\$130,000.00			\$0.00
713-02-00500	TEMPORARY PAVEMENT MARKINGS (24" WIDTH)	LIN. FT.	14	\$4.00	\$56.00			\$0.00
713-03-02000	TEMPORARY PAVEMENT MARKINGS (BROKEN LINE) (4" W) (10' L)	MILE	1	\$5,000.00	\$5,000.00			\$0.00
726-01-00100	BEDDING MATERIAL	CU. YD.	121.700	\$115.00	\$13,995.50			\$0.00
727-01-00100	MOBILIZATION	LUMP SUM	1.000	\$135,000.00	\$135,000.00			\$0.00
731-02-00100	REFLECTORIZED RAISED PAVEMENT MARKERS	EACH	166	\$22.00	\$3,652.00			\$0.00
732-01-01080	PLASTIC PAVEMENT STRIPING (24" WIDTH) (THERMOPLASTIC 90 MIL)	LIN. FT.	14	\$40.00	\$560.00			\$0.00
732-02-02000	PLASTIC PAVEMENT STRIPING (SOLID LINE)(4" WIDTH)(THERMOPLASTIC	MILE	1	\$10,000.00	\$12,600.00			\$0.00
732-03-02000	PLASTIC PAVEMENT STRIPING (BROKEN LINE)(4" WIDTH)(THERMOPLAST	MILE	0.63	\$4,000.00	\$2,520.00			\$0.00
739-01-00100	HYDRO-SEEDING	ACRE	2	\$5,000.00	\$10,000.00			\$0.00
740-01-00100	CONSTRUCTION LAYOUT	LUMP SUM	1	\$60,000.00	\$60,000.00			\$0.00
741-11-00200	ADJUSTING WATER VALVE AND METER BOX	EACH	1	\$2,200.00	\$2,200.00			\$0.00
NS-201-00001	TREE AND STUMP REMOVAL (UNDER 36" DIAMETER)	EACH	13	\$1,000.00	\$13,000.00			\$0.00
NS-201-00021	STUMP REMOVAL (UNDER 36" DIAMETER)	EACH	21	\$1,000.00	\$21,000.00			\$0.00
TS-800-00100	WEATHERED STEEL PEDESTRIAN BRIDGE (10' WIDE)	LIN. FT.	1	\$92,000.00	\$92,000.00			\$0.00
706-02-00200*	CONCRETE DRIVE (6" THICK)	SQ. YD.	0	\$142.00	\$0.00	109	109	\$15,478.00
701-03-01062*	STORM DRAIN PIPE (30" RCP)	LIN. FT.	0	\$95.00	\$0.00	40	40	\$3,800.00
202-02-32140*	REMOVAL OF PIPE (STORM DRAIN)	LIN. FT.	0	\$70.00	\$0.00	40	40	\$2,800.00
701-15-00100*	CONCRETE COLLAR	EACH	0	\$1,184.85	\$0.00	2	2	\$2,369.70
CI-000-10GEN*	REIMBURSEMENT FOR PRECAST BOX/CONFLICT	EACH	0	\$2,307.64	\$0.00	1	1	\$2,307.64
CI-000-10GEN*	EXTRA TO POUR BOX AT UTILITY CONFLICT	EACH	0	\$2,386.40	\$0.00	1	1	\$2,386.40
305-01-04040	D BALLAST BACKFILL (Subgrade Layer (12" Thick) (Stone))	CU. YD.	200	\$156.00	\$31,200.00			\$0.00
302-01-00300	CLASS II BASE COURSE (CRUSHED STONE)	CU. YD.	200	\$144.00	\$28,800.00			\$0.00
CI-000-10GEN	GEOGRID TX160 STABILIZING FABRIC	SQ. YD.	673.50	\$9.65	\$6,499.28			\$0.00
CI-107-00600	OCP INSURANCE REIMBURSEMENT	EACH	1	\$1,750.00	\$1,750.00			\$0.00
* - New Item			Project Cost Increase (Decrease): \$32,085.74					
			Contract Amount: Current: \$1,481,027.20 Revised: \$1,513,112.94					

**CHANGE ORDER**No. 5Dated: 3/7/2023OWNER'S Contract No.: 000145 ENGINEER'S Project No.: 215203Project: **OTIS STREET REHABILITATION**CONTRACTOR: AMETHYST CONSTRUCTION, INC.Contract For: Sidewalks & Roadway Contract Date: December 20, 2021To: AMETHYST CONSTRUCTION, INC.  
Contractor

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

City of West Monroe

Owner

By: Staci Albritton Mitchell - Mayor  
Dated: March 7, 2023

Nature of Changes: This change order reverses the 15" and 18" pipe quantities and changes them to actual installed amounts. The quantities for these two items were switched in the original contract.

Enclosures: Change Order #5 Detail

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

Contract Price Prior to This Change Order: \$ 1,513,112.94Net (Increase) Resulting from this Change Order: \$ -260.00Current Contract Price Including this Change Order: \$ 1,512,852.94

Contract Time Prior to This Change Order: 109 Days

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

Current Contract Time Including This Change Order: 109 Days

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The Above Changes Are Recommended:

**S. E. HUEY CO.**

Project Engineer

By:

**Brad Anzalone, P.E.**

Date:

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The above Changes Are Approved As Recommended:

**City of West Monroe**

Owner

By:

**Staci Albritton Mitchell - Mayor**

Date:

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The above Changes Are Accepted:

**Amethyst Construction, Inc.**

Contractor

By:

Date:

Project: OTIS STREET REHABILITATION			Owner: CITY OF WEST MONROE, LA					
Job #: 215203			Change Order No. 5			Contract Date: December 20, 2021		
Date of Completion:			Amount of Contract:			Contract Days:		
Original: N/A			Current: \$1,513,112.94			Current: 109		
Revised: N/A			Revised: \$1,512,852.94			Revised: 109		
Contract Items			Current:			Change Order No. 5		
Item No.	Item Description	Unit	Quantity	Unit \$	Extension	Quantity	Difference	Extension
202-02-006100	REMOVAL OF CONCRETE WALKS AND DRIVES	SQ. YD.	418	\$30.00	\$12,540.00			\$0.00
203-01-00100	GENERAL EXCAVATION	CU. YD.	15586	\$4.00	\$62,344.00			\$0.00
203-03-00100	EMBANKMENT	CU. YD.	15336	\$4.00	\$61,344.00			\$0.00
203-07-00100	BORROW (VEHICULAR MEASURE)(SELECT SOILS)	CU. YD.	450	\$25.00	\$11,250.00			\$0.00
203-08-00100	GEOTEXTILE FABRIC	SQ. YD.	750	\$5.00	\$3,750.00			\$0.00
303-03-00400	IN-PLACE CEMENT TREATED BASE COURSE, 12" THICK	SQ. YD.	673.5	\$38.00	\$25,593.00			\$0.00
304-01-00100	LIME	TON	24	\$325.00	\$7,637.50			\$0.00
304-05-00100	TYPE E LIME TREATMENT (9% BY VOLUME), 12" THICK	SQ. YD.	325	\$52.00	\$16,900.00			\$0.00
401-02-00100	AGGREGATE SURFACE COURSE (ADJUSTED VEHICULAR MEASUREMENT)	CU. YD.	105	\$110.00	\$11,550.00			\$0.00
402-01-00100	MAINLINE TRAFFIC MAINTENANCE SURFACING (AGGREGATE)	CU. YD.	250	\$102.00	\$25,500.00			\$0.00
502-01-00100	ASPHALT CONCRETE	TON	1054	\$185.00	\$195,027.00			\$0.00
502-01-00200	ASPHALT CONCRETE, DRIVES, TURNOUTS AND MISC.	TON	43	\$225.00	\$9,562.50			\$0.00
509-01-00100	MILLING ASPHALT PAVEMENT	SQ. YD.	8009	\$7.00	\$56,063.00			\$0.00
509-02-00100	CONTRACTOR RETAINED RECLAIMED ASPHALT CONCRETE PAVEMENT	CU. YD.	-418.0	\$0.01	(\$4.18)			\$0.00
510-01-00200	PAVEMENT PATCHING (12" MINIMUM THICKNESS)	SQ. YD.	250.0	\$112.00	\$28,000.00			\$0.00
701-03-01002	STORM DRAIN PIPE (15" RCP)	LIN. FT.	398	\$92.00	\$36,616.00	144.00	-254	(\$23,368.00)
701-03-01022	STORM DRAIN PIPE (18" RCP)	LIN. FT.	186	\$109.00	\$20,274.00	398.00	212	\$23,108.00
702-03-00001	CATCH BASIN (REMOVE AND REPLACE FRAME AND COVER)	EACH	1	\$6,000.00	\$6,000.00			\$0.00
702-03-00500	CATCH BASINS (CB-06)	EACH	4	\$9,500.00	\$38,000.00			\$0.00
706-01-00100	CONCRETE WALK (4" THICK)	SQ. YD.	3497.800	\$72.00	\$251,841.60			\$0.00
707-03-00100	COMBINATION CONCRETE CURB AND GUTTER	LIN. FT.	687.0	\$50.00	\$34,350.00			\$0.00
713-01-00100	TEMPORARY SIGNS AND BARRICADES	LUMP SUM	1	\$130,000.00	\$130,000.00			\$0.00
713-02-00500	TEMPORARY PAVEMENT MARKINGS (24" WIDTH)	LIN. FT.	14	\$4.00	\$56.00			\$0.00
713-03-02000	TEMPORARY PAVEMENT MARKINGS (BROKEN LINE) (4" W) (10' L)	MILE	1	\$5,000.00	\$5,000.00			\$0.00
726-01-00100	BEDDING MATERIAL	CU. YD.	121.700	\$115.00	\$13,995.50			\$0.00
727-01-00100	MOBILIZATION	LUMP SUM	1.000	\$135,000.00	\$135,000.00			\$0.00
731-02-00100	REFLECTORIZED RAISED PAVEMENT MARKERS	EACH	166	\$22.00	\$3,652.00			\$0.00
732-01-01080	PLASTIC PAVEMENT STRIPING (24" WIDTH) (THERMOPLASTIC 90 MIL)	LIN. FT.	14	\$40.00	\$560.00			\$0.00
732-02-02000	PLASTIC PAVEMENT STRIPING (SOLID LINE)(4" WIDTH)(THERMOPLASTIC	MILE	1	\$10,000.00	\$12,600.00			\$0.00
732-03-02000	PLASTIC PAVEMENT STRIPING (BROKEN LINE)(4" WIDTH)(THERMOPLAST	MILE	0.63	\$4,000.00	\$2,520.00			\$0.00
739-01-00100	HYDRO-SEEDING	ACRE	2	\$5,000.00	\$10,000.00			\$0.00
740-01-00100	CONSTRUCTION LAYOUT	LUMP SUM	1	\$60,000.00	\$60,000.00			\$0.00
741-11-00200	ADJUSTING WATER VALVE AND METER BOX	EACH	1	\$2,200.00	\$2,200.00			\$0.00
NS-201-00001	TREE AND STUMP REMOVAL (UNDER 36" DIAMETER)	EACH	13	\$1,000.00	\$13,000.00			\$0.00
NS-201-00021	STUMP REMOVAL (UNDER 36" DIAMETER)	EACH	21	\$1,000.00	\$21,000.00			\$0.00
TS-800-00100	WEATHERED STEEL PEDESTRIAN BRIDGE (10' WIDE)	LIN. FT.	1	\$92,000.00	\$92,000.00			\$0.00
706-02-00200*	CONCRETE DRIVE (6" THICK)	SQ. YD.	109	\$142.00	\$15,478.00			\$0.00
701-03-01062*	STORM DRAIN PIPE (30" RCP)	LIN. FT.	40	\$95.00	\$3,800.00			\$0.00
202-02-32140*	REMOVAL OF PIPE (STORM DRAIN)	LIN. FT.	40	\$70.00	\$2,800.00			\$0.00
701-15-00100*	CONCRETE COLLAR	EACH	2	\$1,184.85	\$2,369.70			\$0.00
CI-000-10GEN*	REIMBURSEMENT FOR PRECAST BOX/CONFLICT	EACH	1	\$2,307.64	\$2,307.64			\$0.00
CI-000-10GEN*	EXTRA TO POUR BOX AT UTILITY CONFLICT	EACH	1	\$2,386.40	\$2,386.40			\$0.00
305-01-04040	D BALLAST BACKFILL (Subgrade Layer (12" Thick) (Stone))	CU. YD.	200	\$156.00	\$31,200.00			\$0.00
302-01-00300	CLASS II BASE COURSE (CRUSHED STONE)	CU. YD.	200	\$144.00	\$28,800.00			\$0.00
CI-000-10GEN	GEOGRID TX160 STABILIZING FABRIC	SQ. YD.	673.50	\$9.65	\$6,499.28			\$0.00
CI-107-00600	OCP INSURANCE REIMBURSEMENT	EACH	1	\$1,750.00	\$1,750.00			\$0.00
* - New Item			Project Cost Increase (Decrease): (\$260.00)					
			Contract Amount: Current: \$1,513,112.94 Revised: \$1,512,852.94					



**CHANGE ORDER**No. 2Dated: March 3, 2023OWNER'S Contract No.: C22018ENGINEER'S Project No.: 225386

Project: **CITY OF WEST MONROE  
WASTEWATER TREATMENT FACILITY  
2022 GAC EXCHANGE PROJECT**

CONTRACTOR: SAN-TECH, INC.Contract For: GAC Exchange in Filters Contract Date: September 21, 2022

To: SAN-TECH, INC.  
Contractor

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

City of West Monroe

Owner

By: Staci Albritton MitchellDated: December 6, 2022Nature of Changes: Surface Preparation & Recoating Interior Surfaces - Vessels 9 & 10Enclosures: Change Order Detail

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

Contract Price Prior to This Change Order: \$ 835,400.00Net (Increase) Resulting from this Change Order: \$ 47,975.00Current Contract Price Including this Change Order: \$ 883,375.00

Contract Time Prior to This Change Order: 259 Days

Net (Add) Resulting from This Change Order: 10 Days

Current Contract Time Including This Change Order: 269 Days

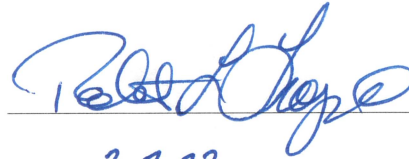
7/3/2023

The Above Changes Are Recommended:

**S. E. HUEY CO.**

Project Engineer

By:



Date:

3-7-23

The above Changes Are Approved As Recommended:

**City of West Monroe**

Owner

By:

Staci Albriton Mitchell

Date:

The above Changes Are Accepted:

**SAN-TECH, INC.**

Contractor

By:

Date:

STATE OF LOUISIANA  
CITY OF WEST MONROE

ORDINANCE NO. \_\_\_\_\_

MOTION BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

AN ORDINANCE TO AUTHORIZE THE ACCEPTANCE OF A PROJECT AWARD TO ASSIST IN THE FUNDING OF THE MCMILLAN ROAD SANITARY SEWER LIFT STATION PROJECT FROM THE LOUISIANA DIVISION OF ADMINISTRATION, OFFICE OF COMMUNITY DEVELOPMENT LOCAL GOVERNMENT ASSISTANCE PROGRAM, FY-2020-2021, INCLUDING ANY AND ALL REQUIRED CERTIFICATIONS; TO AUTHORIZE THE EXECUTION OF A CONTRACT WITH LOUISIANA DIVISION OF ADMINISTRATION RELATING TO THE RECEIPT OF THIS FUNDING FOR THE PROJECT, AND TO EXECUTE ANY AND ALL FURTHER DOCUMENTATION EITHER NECESSARY OR APPROPRIATE TO ACCEPT THAT PROJECT AWARD AND TO ENTER INTO A GRANT 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 Staci Albritton Mitchell, as Mayor of the City of West Monroe, be and she is hereby authorized to accept a project award of \$6,800.00 to assist in the funding of the McMillan Road Sanitary Sewer Lift Station project from the Louisiana Division of Administration, Office of Community Development Community Local Government Assistance Program, FY-2020-2021, and to execute that contract attached as “Exhibit A” with the Louisiana Division of Administration relating to the receipt of the funding, together with any and all required certifications;

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Alderman of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, be and she is hereby further authorized to execute any and all further documents and agreements necessary or appropriate relating to acceptance of the funding award or to assure qualification for the grant, together with any and all further documents which she determines are either necessary or desirable in order to fulfill the requirements of the grant or the grant program.

The above Ordinance was read and considered by sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, this 7<sup>th</sup> day of March, 2023, the final vote being as follows:

YEA: \_\_\_\_\_

NAY: \_\_\_\_\_

NOT VOTING: \_\_\_\_\_

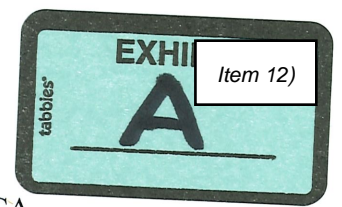
ABSENT: \_\_\_\_\_

ATTEST:

APPROVED THIS 7<sup>TH</sup> DAY OF  
MARCH, 2023

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

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



CONTRACT BY AND BETWEEN  
THE DIVISION OF ADMINISTRATION  
  
AND  
THE CITY OF WEST MONROE

UNITED STATES OF AMERICA  
  
STATE OF LOUISIANA  
  
SOURCE OF FUNDING - FY 2020 -2021  
State Appropriated Funds  
TYPE OF CONTRACT - FY 2020 - 2021 LGAP  
  
FEDERAL EMPLOYER I.D. #72-6001497  
  
AMOUNT OF CONTRACT - \$ 6,800.00  
  
LGAP Format #1 (revised, 2011)  
  
LGAP File # 2021-OCH-0401

THIS AGREEMENT, is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by and between the Division of Administration, hereinafter called "Division" represented by Traci Watts, Office  
of Community Development and the City of West Monroe, hereinafter called "Contractor" represented by Staci  
Albritton Mitchell, Mayor.

1. CONTRACT WITH CONTRACTOR: The Division hereby agrees to contract with the  
Contractor and the Contractor hereby agrees to perform the services under this agreement in accordance with  
LGAP/Division/applicable regulations to the establishing of programs and activities. All exhibits or regulations  
referred to in this contract or attached hereto are by reference made part of this contract.

2. DURATION OF CONTRACT: This contract shall be for a period commencing on the date  
entered above and ending not more than three years later.

3. RECORDS, REPORTS, AND EVALUATIONS: The Contractor agrees to prepare, retain,  
report and allow Division inspection for purposes of evaluation, records as may be required by the Division for  
program management purposes.

Upon completion of this contract, or if terminated earlier, all records, reports, worksheets or any other  
materials related to this contract shall become the property of the Division. All such books, records and other  
documents shall be available at the offices of the Contractor (except that books, records, and other documents of  
a Participating Party may be maintained at the offices of such Participating Party) for inspection, copying, audit  
and examination at all reasonable times by any duly authorized representative of the State, including the  
Legislative Auditor. Any duly authorized representative of the State shall, at all reasonable times, have access  
to all portions of the Project.

The rights of access and inspection provided in this paragraph shall continue until completion of  
all close-out procedures respecting this contract and until the final settlement and conclusion of all  
issues arising out of this contract. The records shall be kept for a minimum of three years from the date  
of final close-out.

4. AUDITS and/or FINANCIAL REPORTS: State requirements mandate that local governments and Parish Police Juries must still submit financial statements in compliance with financial and compliance audit requirements established by R.S. 24:513 through 514.

Failure to comply with all financial report requirements may cause loss of participation in this program and reimbursement of contract funds.

5. CHANGES: The Division may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including an increase or decrease in the amount of the Contractor's allocation, must be incorporated as written amendments to this contract. These changes may include the waiver of certain rules and regulations where the Division deems it appropriate.

6. TERMINATION OR SUSPENSION FOR CAUSE OR CONVENIENCE: The Division may, after giving thirty (30) days written notice terminate this contract and payment in whole or part for convenience or cause. Cause shall include but not be limited to:

- (1) failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this contract, including compliance with approved programs and attached conditions, exhibits, and such statutes and Executive Orders as may become generally applicable at any time;
- (2) submission by the Contractor to the Division or its Auditors, of reports that are incorrect or incomplete in any material respect;
- (3) ineffective or improper use of funds provided under this contract;
- (4) suspension or termination of the program from the State Legislature to the Division, under which this contract is made, or the portion thereof delegated by this contract.

The Division, where appropriate, may suspend the contract or payment from time to time in lieu of termination based on reasons indicated above. There may be a suspension of payment when a term of the contract has not been resolved by the next payment request.

The Division may also assign and transfer this contract when required.

If the Contractor is unable or unwilling to comply with such additional conditions as may be lawfully applied to the grant received from the Division, the Contractor shall terminate the contract by giving reasonable written notice to the Division, signifying the effective date thereof. In the event of any termination, or suspension, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Contractor under this contract shall become the property of the Division. The Contractor shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the contract. Notwithstanding the above, the

Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of any breach of the contract by the Contractor and the Division may withhold any reimbursement to the Contractor for the purposes of setoff until such time as the exact amount of damages due the Division from the Contractor is agreed upon or otherwise determined. The Division may authorize the Contractor to continue with its own funds for the project until a question is resolved with the understanding that a satisfactory resolution will cause the Division to reimburse funds.

7. PROHIBITION AGAINST ASSIGNMENT: Contractor shall not assign any interest in this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Division thereto, provided however, that claims for money due or to become due to the Contractor from the Division under this agreement 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 Division.

8. LEGAL AUTHORITY: The Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the Contractor legal authority to enter into this agreement, receive funds, authorized by this agreement and to perform the services the Contractor has obligated itself to perform under this agreement.

9. COMPLIANCE WITH FEDERAL, STATE AND LOCAL GUIDELINES: The Contractor hereby binds itself, certifies, and gives its assurance that it will comply with all applicable federal and State regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of state resources for the State assisted project.

The Contractor further agrees to comply with applicable laws, ordinances, and codes of the State federal, and local governments, including the State Ethics Law, Act 17 of 1996, Section 15C (which sets criteria for transfer of state appropriated funds), State Bid Laws, Local Government Assurances listed in the grant application(s), and all policies and guidelines of the LGAP program as established by the Office of Community Development.

The Contractor has obtained, or has reasonable assurances that it will obtain, all federal, State and local government approvals and reviews required by law to be obtained by the Contractor for the Project; and all Participating Parties have obtained, or the Contractor has reasonable assurances that such Participating Parties will obtain, all such approvals and reviews required by law to be obtained by the Participating Parties for the Project.

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said Contractor's obligation and identified under tax identification number 72-6001497.

10. NONDISCRIMINATION: Contractor assures that it is in compliance with all applicable State Civil Rights Legislation and Executive Orders.

11. COMPLIANCE WITH APPROVED PROGRAM: All activities authorized by this agreement will be performed in accordance with the approved work program as described in the grant application(s), (including any amendments which have occurred), Exhibits A, B, and C, the grant conditions and relevant LGAP directives. If any activities authorized by this agreement are not performed in accordance with any part of this agreement or if unauthorized activities are performed, the DOA LGAP Representative may require that any or all grant funds paid-out to Contractor be returned to the Division. Dollar amounts expended for each activity may not exceed those specified in Exhibit B. The release of funds for this contract is conditioned upon approval of the contract conditions listed in Exhibit A.

12. COVENANT AGAINST CONTINGENT FEES AND CONFLICT OF INTEREST: The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant the Division shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of the Contractor, or its designees, or agents, no consultant, no member of the governing body of the Contractor or the locality in which the program is situated, and no other public official of the Contractor or such locality or localities, who exercises or has exercised any functions or responsibilities with respect to the project 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 Project.

However, upon written request of the Contractor, the State may agree in writing to waive a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the State determines that undue hardship will result either to the Contractor or the person affected by applying the prohibition and that the granting of a waiver is in the public interest. No such request for waiver shall be made by Contractor which would, in any way, permit a violation of State or local law or any charter provision of the Contractor.



13. SCHEDULE OF PAYMENT: In consideration of the various obligations undertaken by the Contractor pursuant to this contract, and in consideration of the obligations to be undertaken by Participating Parties, as represented by the Contractor in the Application, the State agrees, subject to the terms and conditions set forth herein, to provide the Contractor with contract funds in the amount of \$6,800.00.

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

15. REMEDIES FOR DEFAULT: Any claim or controversy arising out of this contract shall be resolved by the provisions of R.S. 39:1672.2 through 1674.4.

#### Incurring Costs for Project Activities

The use of grant funds is conditioned upon the Contractor incurring costs in accordance with this contract or as otherwise approved by the State in writing. The incurring of costs to be paid out of contract funds shall be governed by the following:

(1) No costs to be paid out of contract funds may be incurred by the Contractor or any Participating Party until the following conditions are met: (a) a written approval by the State is received of required documentation as specified in Paragraph 11 and Exhibit A of this contract, if any, and (b) written authorization from the State is received to draw funds.

(2) After the Contractor has satisfied all of the contract conditions specified in Paragraph 11 and Exhibit A and the State has transmitted a fully executed contract and released funds for the project activities, the Contractor and the Participating Parties may incur any and all eligible costs to be paid out of grant funds.

(3) If the Contractor's grant application(s) included other funds for the purpose of receiving rating points, include a firm letter of commitment with Exhibit A.

(4) All work under the terms of this contract must have been completed by midnight of that day occurring three years from the date of this contract. Any work taking place more than three years after the date of this contract will not be paid for out of the LGAP funds awarded in this contract unless

this contract has been amended with the approval of the Division of Administration. All lien contingencies must be liquidated ninety (90) days from contract termination date.

Procedures for Requisitioning Payments

There will be only one requisition per month allowed for all grants.

Unobligated funds remaining at the completion of the contract period specified on page 1, paragraph 2 of this contract shall revert to the State for reuse for other eligible projects.

IN WITNESS THEREOF, the parties hereto have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

DIVISION OF ADMINISTRATION  
OFFICE OF COMMUNITY DEVELOPMENT

\_\_\_\_\_  
TRACI WATTS, DIRECTOR,  
Local Government Assistance Program

\_\_\_\_\_  
CHIEF ELECTED OFFICIAL

Exhibit A

GENERAL INFORMATION, CONTRACT CONDITIONS

GENERAL INFORMATION

1.	LGAP CONTRACT AMOUNT	2. OTHER FUNDS AMOUNT
	\$6,800.00	\$

3.	MAILING ADDRESS OF CONTRACTOR
	City of West Monroe 2305 North 7th Street West Monroe, La 71291

4.	CONTRACTOR AUTHORIZED REPRESENTATIVE	5. PHONE
	Staci Albritton Mitchell	318-396-2600

6.	<u>CONTRACT CONDITIONS</u>
	Funds will not be released until the following items have been submitted to and approved in accordance with Program requirements by the State’s Office of Community Development.
	1. Revisions to the application, if requested by the Office of Community Development.
	2. Firm commitments for other project funds, if applicable.
	3. Any other documentation, if requested.

Exhibit BLGAP Line Item Budget[illegible]

## EXHIBIT C

### General Definitions

Unless specifically provided otherwise or the context otherwise requires, when used in this contract:

1. “Application” means the Application for LGAP Assistance.
2. “Contract Funds” means those funds to be provided by the State to Contractors pursuant to the terms of this contract, as specified in Exhibit A.
3. “Contractor” means the local government entity receiving contract funds pursuant to this contract, as more particularly identified on the cover page of this contract.
4. “Contractor Activities” means those activities of the Project to be carried out by the Contractor, or an agent or agency of the Contractor, which activities are described in Exhibit A of this contract.
5. “Eligible Costs” means costs for the activities specified and for which grant funds are budgeted as specified in Exhibit A of this contract, provided that such costs are not incurred in connection with any activity which may be from time to time amended, are ineligible under the LGAP Program.
6. “Final Approval Date” – The date that the contract is fully executed, all conditions listed in Exhibit A has been satisfied and the State has issued an authorization to the Contractor to proceed with the project activities.
7. “Incurred Costs” – Any monies expended on allowable expenditures relating to the application and/or contract.
8. “LGAP Program” means the Local Government Assistance Program, established by the State pursuant to House Bill 2 – Act 27 of the 2006 Regular Legislative Session and in accordance with the provisions of the Administrative Procedures Act, R.S. 49:950.
9. “LGAP Regulations” means the regulations set forth in the Louisiana Administrative Code, Title 4, Part VII, Chapter 23, as the same may, from time to time, be amended and the regulations described in the LGAP Application Package.
10. “Project” means the activities described in the Application and in Exhibits A and B of this contract which are to be carried out to meet the objectives of the LGAP Program.
11. “State” means the State of Louisiana or any official of the State to whom the State has delegated authority to act with respect to matters covered by this Contract Agreement.
12. “Unobligated Funds” means all funds for which no liability exists at the expiration of the contract.

STATE OF LOUISIANA  
CITY OF WEST MONROE

ORDINANCE NO. \_\_\_\_\_

MOTION BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

AN ORDINANCE TO AUTHORIZE THE ACCEPTANCE OF A PROJECT AWARD TO ASSIST IN THE FUNDING OF THE FLANAGAN STREET WATER MAIN REPLACEMENT PROJECT FROM THE LOUISIANA DIVISION OF ADMINISTRATION, OFFICE OF COMMUNITY DEVELOPMENT COMMUNITY WATER ENRICHMENT FUND, FY-2020-2021, INCLUDING ANY AND ALL REQUIRED CERTIFICATIONS; TO AUTHORIZE THE EXECUTION OF A CONTRACT WITH LOUISIANA DIVISION OF ADMINISTRATION RELATING TO THE RECEIPT OF THIS FUNDING FOR THE PROJECT, AND TO EXECUTE ANY AND ALL FURTHER DOCUMENTATION EITHER NECESSARY OR APPROPRIATE TO ACCEPT THAT PROJECT AWARD AND TO ENTER INTO A GRANT 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 Staci Albritton Mitchell, as Mayor of the City of West Monroe, be and she is hereby authorized to accept a project award of \$32,250.00 to assist in the funding of the Flanagan Street Water Main Replacement project from the Louisiana Division of Administration, Office of Community Development Community Water Enrichment Fund, FY-2020-2021, and to execute that contract attached as “Exhibit A” with the Louisiana Division of Administration, relating to the receipt of the funding, together with any and all required certifications;

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Alderman of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, be and she is hereby further authorized to execute any and all further documents and agreements necessary or appropriate relating to acceptance of the funding award or to assure qualification for the grant, together with any and all further documents which she determines are either necessary or desirable in order to fulfill the requirements of the grant or the grant program.

The above Ordinance was read and considered by sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, this 7<sup>th</sup> day of March, 2023, the final vote being as follows:

YEA: \_\_\_\_\_

NAY: \_\_\_\_\_

NOT VOTING: \_\_\_\_\_

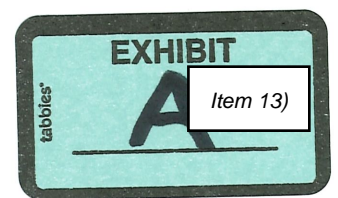
ABSENT: \_\_\_\_\_

ATTEST:

APPROVED THIS 7<sup>TH</sup> DAY OF  
MARCH, 2023

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

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



CONTRACT BY AND BETWEEN  
THE DIVISION OF ADMINISTRATION  
  
AND  
THE CITY OF WEST MONROE

UNITED STATES OF AMERICA  
  
STATE OF LOUISIANA  
  
SOURCE OF FUNDING - FY 2021-2022  
State Appropriated Funds  
TYPE OF CONTRACT - FY 2021-2022 CWF  
  
FEDERAL EMPLOYER I.D. #72-6001497  
  
AMOUNT OF CONTRACT - \$ 32,250.00  
  
CWF Format #1 (revised, 2011)  
  
CWF File # 2021-CWF-OCH-0401

THIS AGREEMENT, is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by and between the Division of Administration, hereinafter called "Division" represented by Traci Watts, Office  
of Community Development and the City of West Monroe, hereinafter called "Contractor" represented by Staci  
Albritton Mitchell, Mayor.

1. CONTRACT WITH CONTRACTOR: The Division hereby agrees to contract with the  
Contractor and the Contractor hereby agrees to perform the services under this agreement in accordance with  
CWF/Division/applicable regulations to the establishing of programs and activities. All exhibits or regulations  
referred to in this contract or attached hereto are by reference made part of this contract.
2. DURATION OF CONTRACT: This contract shall be for a period commencing on the date  
entered above and ending not more than three years later.
3. RECORDS, REPORTS, AND EVALUATIONS: The Contractor agrees to prepare, retain,  
report and allow Division inspection for purposes of evaluation, records as may be required by the Division for  
program management purposes.

Upon completion of this contract, or if terminated earlier, all records, reports, worksheets or any other  
materials related to this contract shall become the property of the Division. All such books, records and other  
documents shall be available at the offices of the Contractor (except that books, records, and other documents of  
a Participating Party may be maintained at the offices of such Participating Party) for inspection, copying, audit  
and examination at all reasonable times by any duly authorized representative of the State, including the  
Legislative Auditor. Any duly authorized representative of the State shall, at all reasonable times, have access  
to all portions of the Project.

The rights of access and inspection provided in this paragraph shall continue until completion of  
all close-out procedures respecting this contract and until the final settlement and conclusion of all  
issues arising out of this contract. The records shall be kept for a minimum of three years from the date  
of final close-out.



4. AUDITS and/or FINANCIAL REPORTS: State requirements mandate that local governments and Parish Police Juries must still submit financial statements in compliance with financial and compliance audit requirements established by R.S. 24:513 through 514.

Failure to comply with all financial report requirements may cause loss of participation in this program and reimbursement of contract funds.

5. CHANGES: The Division may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including an increase or decrease in the amount of the Contractor's allocation, must be incorporated as written amendments to this contract. These changes may include the waiver of certain rules and regulations where the Division deems it appropriate.

6. TERMINATION OR SUSPENSION FOR CAUSE OR CONVENIENCE: The Division may, after giving thirty (30) days written notice terminate this contract and payment in whole or part for convenience or cause. Cause shall include but not be limited to:

- (1) failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this contract, including compliance with approved programs and attached conditions, exhibits, and such statutes and Executive Orders as may become generally applicable at any time;
- (2) submission by the Contractor to the Division or its Auditors, of reports that are incorrect or incomplete in any material respect;
- (3) ineffective or improper use of funds provided under this contract;
- (4) suspension or termination of the program from the State Legislature to the Division, under which this contract is made, or the portion thereof delegated by this contract.

The Division, where appropriate, may suspend the contract or payment from time to time in lieu of termination based on reasons indicated above. There may be a suspension of payment when a term of the contract has not been resolved by the next payment request.

The Division may also assign and transfer this contract when required.

If the Contractor is unable or unwilling to comply with such additional conditions as may be lawfully applied to the grant received from the Division, the Contractor shall terminate the contract by giving reasonable written notice to the Division, signifying the effective date thereof. In the event of any termination, or suspension, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Contractor under this contract shall become the property of the Division. The Contractor shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the contract. Notwithstanding the above, the

Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of any breach of the contract by the Contractor and the Division may withhold any reimbursement to the Contractor for the purposes of setoff until such time as the exact amount of damages due the Division from the Contractor is agreed upon or otherwise determined. The Division may authorize the Contractor to continue with its own funds for the project until a question is resolved with the understanding that a satisfactory resolution will cause the Division to reimburse funds.

7. PROHIBITION AGAINST ASSIGNMENT: Contractor shall not assign any interest in this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Division thereto, provided however, that claims for money due or to become due to the Contractor from the Division under this agreement 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 Division.

8. LEGAL AUTHORITY: The Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the Contractor legal authority to enter into this agreement, receive funds, authorized by this agreement and to perform the services the Contractor has obligated itself to perform under this agreement.

9. COMPLIANCE WITH FEDERAL, STATE AND LOCAL GUIDELINES: The Contractor hereby binds itself, certifies, and gives its assurance that it will comply with all applicable federal and State regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of state resources for the State assisted project.

The Contractor further agrees to comply with applicable laws, ordinances, and codes of the State federal, and local governments, including the State Ethics Law, Act 17 of 1996, Section 15C (which sets criteria for transfer of state appropriated funds), State Bid Laws, Local Government Assurances listed in the grant application(s), and all policies and guidelines of the CWEF program as established by the Office of Community Development.

The Contractor has obtained, or has reasonable assurances that it will obtain, all federal, State and local government approvals and reviews required by law to be obtained by the Contractor for the Project; and all Participating Parties have obtained, or the Contractor has reasonable assurances that such Participating Parties will obtain, all such approvals and reviews required by law to be obtained by the Participating Parties for the Project.

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said Contractor's obligation and identified under tax identification number 72-6001497.

10. NONDISCRIMINATION: Contractor assures that it is in compliance with all applicable State Civil Rights Legislation and Executive Orders.

11. COMPLIANCE WITH APPROVED PROGRAM: All activities authorized by this agreement will be performed in accordance with the approved work program as described in the grant application(s), (including any amendments which have occurred), Exhibits A, B, and C, the grant conditions and relevant CWEF directives. If any activities authorized by this agreement are not performed in accordance with any part of this agreement or if unauthorized activities are performed, the DOA CWF Representative may require that any or all grant funds paid-out to Contractor be returned to the Division. Dollar amounts expended for each activity may not exceed those specified in Exhibit B. The release of funds for this contract is conditioned upon approval of the contract conditions listed in Exhibit A.

12. COVENANT AGAINST CONTINGENT FEES AND CONFLICT OF INTEREST: The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant the Division shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of the Contractor, or its designees, or agents, no consultant, no member of the governing body of the Contractor or the locality in which the program is situated, and no other public official of the Contractor or such locality or localities, who exercises or has exercised any functions or responsibilities with respect to the project 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 Project.

However, upon written request of the Contractor, the State may agree in writing to waive a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the State determines that undue hardship will result either to the Contractor or the person affected by applying the prohibition and that the granting of a waiver is in the public interest. No such request for waiver shall be made by Contractor which would, in any way, permit a violation of State or local law or any charter provision of the Contractor.

13. SCHEDULE OF PAYMENT: In consideration of the various obligations undertaken by the Contractor pursuant to this contract, and in consideration of the obligations to be undertaken by Participating Parties, as represented by the Contractor in the Application, the State agrees, subject to the terms and conditions set forth herein, to provide the Contractor with contract funds in the amount of \$ 32,250.00.

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

15. REMEDIES FOR DEFAULT: Any claim or controversy arising out of this contract shall be resolved by the provisions of R.S. 39:1672.2 through 1674.4.

#### Incurring Costs for Project Activities

The use of grant funds is conditioned upon the Contractor incurring costs in accordance with this contract or as otherwise approved by the State in writing. The incurring of costs to be paid out of contract funds shall be governed by the following:

(1) No costs to be paid out of contract funds may be incurred by the Contractor or any Participating Party until the following conditions are met: (a) a written approval by the State is received of required documentation as specified in Paragraph 11 and Exhibit A of this contract, if any, and (b) written authorization from the State is received to draw funds.

(2) After the Contractor has satisfied all of the contract conditions specified in Paragraph 11 and Exhibit A and the State has transmitted a fully executed contract and released funds for the project activities, the Contractor and the Participating Parties may incur any and all eligible costs to be paid out of grant funds.

(3) If the Contractor's grant application(s) included other funds for the purpose of receiving rating points, include a firm letter of commitment with Exhibit A.

(4) All work under the terms of this contract must have been completed by midnight of that day occurring three years from the date of this contract. Any work taking place more than three years after the date of this contract will not be paid for out of the CWEF funds awarded in this contract unless

this contract has been amended with the approval of the Division of Administration. All lien contingencies must be liquidated ninety (90) days from contract termination date.

Procedures for Requisitioning Payments

There will be only one requisition per month allowed for all grants.

Unobligated funds remaining at the completion of the contract period specified on page 1, paragraph 2 of this contract shall revert to the State for reuse for other eligible projects.

IN WITNESS THEREOF, the parties hereto have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

DIVISION OF ADMINISTRATION  
OFFICE OF COMMUNITY DEVELOPMENT

\_\_\_\_\_  
TRACI WATTS, DIRECTOR,  
Community Water Enrichment Fund Grant Program

\_\_\_\_\_  
CHIEF ELECTED OFFICIAL

Exhibit A

GENERAL INFORMATION, CONTRACT CONDITIONS

GENERAL INFORMATION

1.	CWEF CONTRACT AMOUNT	2. OTHER FUNDS AMOUNT
	\$ 32,250.00	\$

3.	MAILING ADDRESS OF CONTRACTOR
	City of West Monroe 2305 North 7th Street West Monroe, La 71291

4.	CONTRACTOR AUTHORIZED REPRESENTATIVE	5. PHONE
	Staci Albritton Mitchell	318-325-1791

6.	<u>CONTRACT CONDITIONS</u>
	Funds will not be released until the following items have been submitted to and approved in accordance with Program requirements by the State’s Office of Community Development.
	1. Revisions to the application, if requested by the Office of Community Development.
	2. Firm commitments for other project funds, if applicable.
	3. Any other documentation, if requested.

Exhibit B

### CWEF Line Item Budget

Potable Water Improvements:	\$ 32,250.00
TOTAL	\$ 32,250.00

## EXHIBIT C

### General Definitions

Unless specifically provided otherwise or the context otherwise requires, when used in this contract:

1. “Application” means the Application for CWEF Assistance.
2. “Contract Funds” means those funds to be provided by the State to Contractors pursuant to the terms of this contract, as specified in Exhibit A.
3. “Contractor” means the local government entity receiving contract funds pursuant to this contract, as more particularly identified on the cover page of this contract.
4. “Contractor Activities” means those activities of the Project to be carried out by the Contractor, or an agent or agency of the Contractor, which activities are described in Exhibit A of this contract.
5. “Eligible Costs” means costs for the activities specified and for which grant funds are budgeted as specified in Exhibit A of this contract, provided that such costs are not incurred in connection with any activity which may be from time to time amended, are ineligible under the CWEF Program.
6. “Final Approval Date” – The date that the contract is fully executed, all conditions listed in Exhibit A has been satisfied and the State has issued an authorization to the Contractor to proceed with the project activities.
7. “Incurred Costs” – Any monies expended on allowable expenditures relating to the application and/or contract.
8. “CWEF Program” means the Community Water Enrichment Fund grant program, established by the State pursuant to House Bill 926 – Act 513 of the 2008 Regular Legislative Session and in accordance with the provisions of the Administrative Procedures Act, R.S. 49:950.
9. “CWEF Regulations” means the regulations set forth in the Louisiana Administrative Code, Title 4, Part VII, Chapter 24, as the same may, from time to time, be amended and the regulations described in the CWEF Application Package.
10. “Project” means the activities described in the Application and in Exhibits A and B of this contract which are to be carried out to meet the objectives of the CWEF Program.
11. “State” means the State of Louisiana or any official of the State to whom the State has delegated authority to act with respect to matters covered by this Contract Agreement.
12. “Unobligated Funds” means all funds for which no liability exists at the expiration of the contract.



**MARCH 7, 2023  
WEST MONROE CITY COUNCIL MEETING  
ENGINEERING UPDATE  
L&A, INC. PROJECT NO. 23E038.00**

**Kiroli Walk Trail Improvements – City Project No. C22002**

- Working with Funding Agency for submission in April

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

- Work with State Project Manager for kickoff meeting & phased projects fitting into current available money

**Good Hope Road Water Main Extension**

- Under Construction

**Kiroli Dog Park Improvements**

- Design & Civil Plans complete. Landscape architect & structural details anticipated within next few weeks
- Will request City Council authorization to invite bidders for invitational letter bid once details are received.



## INFRASTRUCTURE PROJECT UPDATE

March 7, 2023

UNDER CONSTRUCTION			
Project	Description	Funding	Status
Tupawek Estates Sidewalks	Construction of sidewalk along Tupawek Drive to provide a safe corridor for pedestrians within the neighborhood.	City	Under Construction.
Otis Street (Urban Systems)	Mill & Overlay, add bike/ped path.	Urban Systems (80/20)	Under Construction.
Natchitoches Street (Urban Systems)	Mill & Overlay, improve drainage, add bike lane.	Urban Systems (80/20)	Under Construction.
New Downtown Parking Lot	Addition of parking spaces and garbage bin location adjacent to "Flower Lot".	City	Scheduling asphalt for week of 3/12/23.
Flood Buyout Program (HMGP)	Purchase and remove 24 flood-prone homes within the City.	FEMA/City	15 Properties acquired and demolished.
Highland Park Commercial Subdivision	Development of the east end of the golf course land to sell as commercial property.	DRA/City	Final work being done as weather allows. Trail repair complete.
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	In lien period. Verifying punch list.
DRA: Cypress/Slack Sanitary Sewer Improvements	Replacement of sanitary sewer lines in the vicinity of Cypress Street.	DRA/City	Under construction.
Arlington Place and Mallard Ave Water Main Replacement	Installation of new water main and connection of house services to provide more reliable water service.	CWEF/City	Under construction.
La Watershed Initiative – Flood Acquisitions	\$5.2M awarded for Buyouts.	LWI	Public meeting conducted by OCD on 10/17/22.
Industrial Park Drainage Improvements (EDA)	Drainage improvements including cross drains, piping, and ditches.	EDA/City	Pre-Construction meeting held 2/22. Property owner 30-Day notifications mailed 3/3.

### Project Classifications

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

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



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Engineering • Surveying  
Established 1928

IN DESIGN			
Project	Description	Funding	Status
Kiroli Sidewalk Project	Install new sidewalks along Kiroli Road from Post Oak Apartments to Arkansas Road. Install pedestrian crossing at Kiroli Elementary.	DOTD TAP (80/20)	Pursuing additional funding from DOTDTAP.
Black Bayou Canal - 2016 Flood Damage Repairs	Public Assistance (PA) damage claims to the concrete canal.	FEMA/CDBG/ City	Pursuing additional funding via federal appropriations.
Black Bayou Canal Improvements (HMGP)	Improvements including cleaning, widening, and armoring portions of the Black Bayou Canal south of I-20.	FEMA/City	Awaiting FEMA Phase 1 review comments.
Highland School Area Sidewalks	Construction of sidewalks along Arlene Street to provide a safe pedestrian route to school.	LaDOTD/City	LaDOTD comments received. Addressing comments for resubmittal this week.
Constitution & Sh. Const. Dr. (Urban Systems)	Pulverize and rebuild road base and pavement.	Urban Systems (80/20)	Project to bid 3/8/23 (LaDOTD).
Mane Street Rehabilitation Phase 2 (Urban Systems)	Mill & Overlay Mane Street from Downing Pines Rd to Interchange.	Urban Systems (80/20)	95% Preliminary submitted to LaDOTD. Funding delayed until Oct. 2024.
New Kiroli Road Bridge (North)	Replacement of bridge on Kiroli Road, near Kiroli Park.	Capital Outlay	Receiving bids on 3/21/23.
New Drago Sanitary Sewer Lift Station	New sanitary sewer lift station to replace Drago LS. Design funded through LaDEQ. Seeking EDA funding for construction.	LaDEQ/City	LDH comments addressed this week. Wetlands mitigation complete. Rate study pending (state-supplied).
New Austin Sanitary Sewer Lift Station	New sanitary sewer lift station to replace Austin LS.	EDA/City	Environmental clearance/survey phase.
Arkansas Rd. (N. 7th St. to Trenton Street)	Mill, patch, and overlay (3,325LF). Fill in ditch. Add 10' path.	Urban Systems (80/20)	Utility relocations being evaluated.
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	Final DOTD Review.
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 60% DOTD permitting. Lighting Specs for DOTD review. Environmental Review Complete.
LaDOTD Safe Routes to Public Places: McMillan Library Sidewalks	New sidewalk along McMillan Road, from Hilton Street to the library.	SRTTP	DOTD is conducting feasibility study. Surveying underway.
Downtown - Trenton/Wood Sewer	Sewer line improvements.	City	Awaiting LDH comments/permit.
Flanagan Street Water Main Replacement	Replacement of existing 4" W.M. along Flanagan with a 6" W.M.	CWEF/City	Permitting complete. CWEF contract (CEA) received this week.

**Project Classifications**

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

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



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# Fire Incident Summary Report



Item 15)

**Print Date/Time:** 03/03/2023 10:00  
**Login ID:** csimmons  
**Station:**  
**Incident Type(s):** All

**From Date:** 02/01/2023  
**To Date:** 02/28/2023  
**Location:** All

West Monroe Fire Department  
**FDID Number:** 37020

## General Information

Total Number of Calls	Fire: 6	EMS: 108	Unknown: 2	All: 197
Average Calls per Day	Fire: 0.22	EMS: 4.00	All: 7.30	
Total Number of Arson Calls	All: 1			
Estimated Dollar Loss	Fire: \$117,100.00	Other: \$0.00	All: \$117,100.00	Arson: \$0.00
Estimated Value	Fire: \$164,100.00	Other: \$0.00	All: \$164,100.00	Arson: \$0.00
Percentage Saved	Fire: 2,900.00%	Other: 0.00%	All: 2,900.00%	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: 513			
Average Responses per Day	All: 7.30			
Average Apparatus per Call	Fire: 5.00	EMS: 2.34	All: 2.60	
Average Turnout Time	All: 00:01:04			
Average Response Time	All: 00:05:01			
Average Contain Time	All: 00:00:00			
Average Total Time	All: 00:23:48			
Average Personnel per Call	Fire: 10.00	EMS: 4.67	All: 5.35	
Total Aid Given Calls	All: 0			
Total Aid Received Calls	All: 0			