



Notice of:

BOARD OF ALDERMEN REGULAR MEETING

Tuesday, October 15, 2024 at 6:00 PM

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

AGENDA

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

NOTICE/MINUTES

Call to order/Verification of Attendance

Motion to Approve Minutes

- [1\)](#) Motion to approve the minutes of the October 1, 2024 Regular City Council Meeting.

Recognitions/Presentations

- 2) City of West Monroe Employee Recognitions.

Mayor's Review

Community Announcements

ADMINISTRATION/FINANCE

- [3\)](#) **Ordinance** to adopt an updated Procurement Policy relating to the procurement of supplies, equipment, and construction services for all federal programs.
- [4\)](#) **Resolution** to authorize the Finance Director, with the concurrence of the Mayor, to agree to the compensation payable to the City of Monroe as the Ouachita Parish Unified Sales and Use Tax Collector.

BUILDING AND DEVELOPMENT

LEGAL

- 5) ADD TO AGENDA: Ordinance to amend Sec. 11-5030, relating to the unlawful sale, purchase, or possession of tobacco by minors, to increase the age to 21 and to also include alternate nicotine products (vaping), all as provided by State Law.
- [6\)](#) **Ordinance** to amend Sec. 11-5030, relating to unlawful sale, purchase, or possession of tobacco by minors, to increase the age to 21 and to also include alternate nicotine products (vaping), all as provided by State Law.

PUBLIC WORKS

- [7\)](#) (ACT 776) Bucket Truck - City Project: 000325

Ordinance to authorize execution of a Cooperative Endeavor Agreement with the Louisiana Department of the Treasury and State of Louisiana in order to receive a Line Item Appropriation of \$77,600 for the purchase of a bucket truck

- [8\)](#) (ACT 776) Infrastructure Lines - City Project: 000326

Ordinance to authorize execution of a Cooperative Endeavor Agreement with the Louisiana Department of the Treasury and State of Louisiana in order to receive a Line Item Appropriation of \$250,000 for the identification and burying of underground utility lines, including utility lines, in Downtown West Monroe.

COMMUNITY SERVICES

PARKS AND RECREATION

POLICE/FIRE

WMFD

WMPD

ENGINEERING/CONSTRUCTION PROJECTS

[9\)](#) Flanagan Street Water Main Improvements (CWEF FY20-21) - City Project #000202

Authorize Certificate of Substantial Completion with McLemore Service Contractors, LLC.

[10\)](#) Phillips Street Water Main Improvements (CWEF FY21-22) – City Project #000201

Authorize Certificate of Substantial Completion with TAC Agency, Inc.

[11\)](#) FY25-26 Capital Outlay Requests

Resolution to authorize and support the submission of certain FY 25-26 Capital Outlay Projects to the 2026 Legislature of the State of Louisiana.

[12\)](#) Project Updates

S.E. Huey Co.

Lazenby & Associates, Inc.

PUBLIC COMMENTS/OTHER BUSINESS

ADJOURN

To view a live broadcast of this meeting, go to: <https://www.youtube.com/@CityofWestMonroe/live>

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



BOARD OF ALDERMEN REGULAR MEETING
Tuesday, October 01, 2024 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 meeting was opened with prayer by New Iona Presbyterian Church Pastor Lane Thompson. The Pledge of Allegiance was led by Ouachita 4H members.

Motion to Approve Minutes

Motion to approve the minutes of the September 17, 2024 Regular Council Meeting.

Motion made by Westerburg, Seconded by Welch.

Voting Yea: Brian, Hamilton, Welch, Westerburg

Recognitions/Presentations

Mayor Mitchell presented the Ouachita 4H program with a proclamation honoring National 4H Week, October 7th - 12th.

Mayor's Review

Read aloud by the Mayor: Notice of Public Meeting

Notice is hereby given that at its meeting to be held on Tuesday, November 12, 2024, at 6:00 p.m. at its regular meeting place, the West Monroe Council Chambers, 2305 N. 7th Street, West Monroe, Louisiana, the Mayor and Board of Aldermen plan to consider adopting a resolution ordering and calling an election to be held in the City of West Monroe, State of Louisiana, to authorize the levy of an ad valorem tax therein.

ADMINISTRATION/FINANCE

Ordinance 5397: Ordinance to approve the Agency Participation Agreement with the Office of Debt Recovery.

Motion made by Westerburg, Seconded by Welch.

Voting Yea: Brian, Hamilton, Welch, Westerburg

LEGAL

Ordinance 5398: Introduce Ordinance to declare a certain alleyway as surplus, and to sell it to Michael Thomas Mayo (an adjoining landowner).

Motion made by Hamilton, Seconded by Westerburg.

PUBLIC WORKS

Ordinance 5399: Ordinance to authorize a joint funding agreement for water sources investigations with the U.S. Geological Survey, U.S. Department of the Interior (annual agreement: \$21,590 City, \$7,600 USGS).

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

ENGINEERING/CONSTRUCTION PROJECTS

New Drago Street Sanitary Sewer Lift Station, Planning & Construction - State Project #50-MV2-21-01, City Project #000180

Ordinance to authorize execution of a Cooperative Endeavor Agreement with the State of Louisiana, Office of Facility Planning and Control (FP&C) relating to the project "New Drago Street Sanitary Sewer Lift Station, Planning and Construction". [October 12,2021]. **Tabled indefinitely.**

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

Arkansas Rd Utility Relocation (North 7th St to Otis St) - City Project #000213

Ordinance 5400: Review submitted bids and engineer's recommendations, and if project is awarded, Ordinance to accept awarded bid, and to authorize execution of a contract for project construction with the selected bidder.

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

McMillan Road Sanitary Sewer Lift Station Improvements (LGAP FY20-21) – City Project #CP0087

Ordinance 5401: Review submitted bids and engineer's recommendations, and Ordinance to accept bid, and to authorize execution of a contract for project construction (McLemore Service Contractors, LLC. - \$201,400.00).

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

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

Authorize Change Order No. 2 (+\$231,950.41; +180 days) with Bentz Construction Group, LLC.

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

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

Authorize Certificate of Substantial Completion with Bentz Construction Group, LLC.

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

Flanagan Street Water Main Improvements (CWEF FY20-21) - City Project #000202

Authorize Change Order No. 1 (+\$37,522.81; +15 days) with McLemore Service Contractors, LLC.

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

Otis Street Fire Station Driveway Repair - City Project #000318

Authorize Change Order No. 1 (-\$1,548.00; +0 days) with BGW Construction, LLC.

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

Otis Street Fire Station Driveway Repair - City Project #000318

Authorize Certificate of Substantial Completion with BGW Construction, LLC.

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

Phillips St Water Main Improvements (CWEF FY22-23) - City Project #000201

Authorize Change Order No. 1 (+\$3,000.00; 0 days) with TAC Agency, Inc.

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

Project Updates

Robbie L. George, IV, P.E. (S.E. Huey Co.) and Brooke E. Edmondson (Lazenby & Associates, Inc.) presented the City Council with project updates for transportation, drainage and more.

ADJOURN

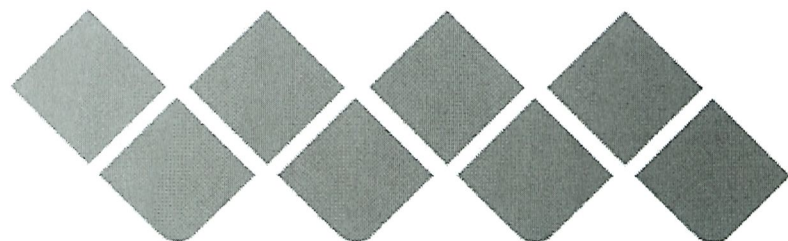
Motion made by Hamilton, Seconded by Welch.
Voting Yea: Brian, Hamilton, Welch, Westerburg

ATTEST:


CINDY EMORY
CITY CLERK

APPROVED:


STACI ALBRITTON MITCHELL
MAYOR



West Monroe

LOUISIANA

CITY OF WEST MONROE

UGLG Subrecipient

Statement of Procurement

These policy provisions are intended to serve as the legal authority for the procurement of supplies, equipment, and construction services for the City of West Monroe hereinafter referred to as “the City” in the conduct of all its Federal programs. These policy provisions meet the Federal grant standards established in 2 CFR 200.317-326.

PURPOSE

The purpose of this Statement of Procurement Policy is to: (1) provide for the fair and equitable treatment of all persons or firms involved in purchasing by the City; (2) assure that supplies, services, and construction are procured effectively, and at the most favorable prices available to the City; (3) promote competition in contracting; provide safeguards for maintaining a procurement system of quality and integrity; and (4) assure that the City purchasing actions are in full compliance with applicable State laws, Federal standards, City ordinances, regulations or other relevant policies.

PROCUREMENT AUTHORITY AND ADMINISTRATION

The primary purchasing/procurement authority for the City shall be the Finance Director. All procurement transactions shall be conducted and administered by the Finance Director.

The Finance Director shall insure that there are sufficient unencumbered funds available to cover the anticipated cost of each procurement before contract award or modification (including change orders), work is inspected before payment, and payment is made promptly for contract work performed and accepted.

The Finance Director shall insure the appropriate method of procurement is used for the particular purchase considering Federal, State and City dollar thresholds.

The Finance Director shall insure the appropriate contract and prices are applied to the particular purchase.

The Finance Director shall ensure that contracts shall be awarded only to responsible contractors/firms that possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.

The Finance Director shall give consideration to such factors as the contractor's/firm's capacity, integrity, compliance with public policy, record of past performance, and financial and technical resources.

The Finance Director shall establish and maintain a contract administration system to ensure that contractors perform in accordance with their contracts, which provides for the proper inspection of supplies, services, or construction, as well as monitoring contractor performance, status reporting on construction contracts, and similar matters.

CODE OF CONDUCT

No employee, officer, or agent of the City shall participate in the selection or in the award or administration of a contract supported by public funds if a conflict of interest, real or apparent, would be involved. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the above, or any covered person listed in R.S. 42 §1112(B) has a financial or other interest in the firm selected for award.

No officer, employee or agent of the City shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. No employee, officer, or agent of the City shall knowingly use confidential information for actual or anticipated personal gain.

FAIR AND OPEN COMPETITION

The goal of the City is to conduct all its procurement activities to provide the most qualified contractors or best products and in a manner that also discourages and prevents favoritism, collusion, fraud, waste, and abuse and to ensure objective contractor performance and eliminate any unfair competitive advantage. The City will carry out all procurement activities in a manner that provides maximum free and open competition.

The City will exclude any contractors or potential contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals from competing for such procurements. In addition, State law provides the above shall further be prohibited from participating as subcontractors related to the award of that procurement.

The City shall not make any uncompetitive awards to an existing contractor and shall not make a federally funded award or reimburse from such award to a contractor based upon any form of agreement or understanding for general, unspecified services or broad types of services entered into in advance of work to be done.

The City will not enter into any arrangement or agreement [implied or express] to prepare a grant (or development) application on a “no fee” basis and then compensate that the contractor by paying a contingent fee or other compensation from the grant award.

The City will avoid situations that create unequal access to information that can occur when a contractor has access to nonpublic information as part of its performance under another contract with the City and where that information may provide the contractor with a competitive advantage in a later competition for a City contract.

Procurement procedures will not restrict or eliminate competition.

The City shall not place unreasonable requirements on firms in order for them to qualify to do business. Nor will the City encourage or participate in noncompetitive practices among firms. The City is alert to organizational conflicts which would jeopardize the negotiation process and limit competition. City will not require unnecessary experience or bonding requirements.

Contractors wanting to do business with the City must not hire a person to solicit or secure a contract for a commission, percentage, brokerage, or contingent fee, except for bona fide established commercial selling agencies.

Any alleged violations of these standards of conduct shall be referred to the UGLG Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

SOLICITATIONS AND ADVERTISEMENTS

All solicitations of bids or offers shall clearly set forth all requirements which bidders or offerors must fulfill and all other factors to be used in evaluating bids, proposals, or statements of qualifications.

The City Engineer shall incorporate a clear accurate description of the technical requirements for the material, service, or product to be procured in all solicitations of offers. In competitive procurements, these descriptions shall not contain features which unduly limit competition.

The description may include a statement of the qualitative nature of the material, product, or service and the minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications shall be avoided whenever possible. A "brand name or equal" description may be used to define the performance or other salient requirements of procurement, but equivalent products must be acceptable. The specific features of the named brand which must be met by bidders/offerors shall be clearly stated.

The City Engineer shall determine what regulatory and/or statutory requirements for publicizing or advertising are applicable to the procurement.

The City Engineer shall make a determination as to whether a particular procurement will require more than the minimum statutory or regulatory geographic and/or solicitation time period will be necessary to achieve effective competition and will make the appropriate adjustments. The City Engineer shall take into consideration the market

area to be reached by the advertising method chosen and the number of potential vendors in that market area.

The nearest metropolitan statistical area [MSA] to the City is Monroe, LA and whose largest general circulation newspaper is the Ouachita Citizen. Notwithstanding any other publication designated as the “official journal”, all procurement actions requiring advertisement will be published in the Ouachita Citizen, at a minimum.

The City provides, as an additional bidding option, a uniform and secure electronic interactive system for the submittal of bids or proposals by utilizing CivCast.

For all procurement activities requiring formal advertising, the City will publish its bids and proposals in the Ouachita Citizen. In order to achieve maximum effective competition, the City is authorized to publish in other MSA newspapers if needed to increase the number of potential vendors.

The City may also publish in any applicable trade journals or industry publications.

The City may conduct direct solicitations in addition to the required formal advertising requirements, provided that all pertinent information is provided equally to all prospective vendors.

CONTRACTING WITH SMALL AND MINORITY BUSINESS, WOMEN BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The City shall take affirmative steps to assure that small and minority firms, women’s business enterprises, and labor surplus firms are solicited whenever they are potential qualified sources. The City shall also consider the feasibility of dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority firms, women’s business enterprises, and labor surplus firms. Where permitted by regulations, delivery schedules will be developed which will include participation by such businesses. The City shall assist the prime contractor whenever possible by providing copies of lists which identify qualified small and minority firms, women’s business enterprises, and labor surplus area firms.

SUSPENSION AND DEBARMENT

Contracts for Federal awards shall not be awarded to debarred, suspended, or ineligible contractors. Contractors may be suspended, debarred, or determined ineligible by an Federal agency in accordance with HUD regulations (24 CFR Part 24) or by other Federal agencies (e.g., Department of Labor, for violations of Secretary of Labor Regulations) when necessary to protect the City in its business dealings.

PROTESTS

Any bidder or offeror, who desires to protest the solicitation shall submit in writing to the City, or the City Attorney, at least 10 days before bid opening or due date of proposal.

Any bidder or offeror, who desires to protest the award or decision to award a contract shall submit the protest in writing to the City or the City Attorney, no later than 10 days after the award or the announcement of the decision to award, whichever occurs first.

At minimum written protests will include:

- Name, address, and fax and telephone numbers of the protester [including company name].
- Identity or description of the solicitation or contract number.
- Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.

CONTRACT TYPES

The Finance Director shall use the appropriate type of contract described below as determined by the nature of the purchase.

Firm fixed-price. This contract type requires the delivery of products or services at a specified price, fixed at the time of the contract award and not subject to any adjustment on the basis of the contractor's cost experience in performing the contract. It is appropriate for use when fair and reasonable prices can be established at the time of award, definite design or performance specifications are available, products are off-the-shelf or modified commercial products or services for which realistic prices can be offered, and any performance uncertainties can be identified, and reasonable cost estimated in advance. A purchase order issued by the Finance Director and which specifies the product, quantity of supplies or scope of services ordered, contains a determinable date by which delivery of the product, supplies or performance of the services is required and contains a definitive price not subject to any contingencies may be considered a fixed price contract upon the acceptance and execution by the Finance Director.

Cost-reimbursement. Cost-reimbursement types of contracts provide for payment of allowable incurred costs, to the extent prescribed in the contract. These contracts establish an estimate of total cost for the purpose of obligating funds and establishing a ceiling that the contractor may not exceed (except at its own risk) without the approval of the Finance Director. Unlike a fixed price contract, the contractor may not necessarily receive the total amount of the cost ceiling. Cost-reimbursement contracts are suitable for use only when uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to use any type of fixed-price contract.

Time and Materials contract. Under these contracts, the contractor's services are pre-priced (usually, in terms of hours) in the contract, and the Finance Director orders services in unit amounts (e.g., hours) as needed until the funds in the contract are exhausted. The City may use this type of contract only after the Finance Director determines that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. For reimbursement under Federal award, the City must have obtained prior written approval from the Federal or pass through agency.

Contract Options

The Finance Director may include options for additional quantities or performance periods in its contracts if they meet all the following requirements:

Options be included in contracts, provided that:

- A. The option is contained in the solicitation;
- B. The option is a unilateral right of the City;
- C. The contract states a limit on the additional quantities and the overall term of the contract;
- D. The options are evaluated as part of the initial competition;
- E. The contract states the period within which the options may be exercised;
- F. The options may be exercised only at the price specified in or reasonably determinable from the contract; and
- G. The options may be exercised only if determined to be more advantageous to the City than conducting a new procurement.

The inclusion of an additional scope of work to the original scope contained in the solicitation is not considered to be an option and will require conducting a new procurement.

TYPES OF PRICES

The Finance Director shall insure the appropriate type of price(s) as determined by the nature of the purchase are included in the contract. Percentage of construction cost or any other indefinite metric will not be used for price determination in any contract funded in whole or in part with Federal funds.

Below are descriptions of four different categories of prices. The types of prices are closely associated with types of contracts; Lump Sum and/or Unit Price with specified quantity for a Fixed Price contract. A Cost-Reimbursement contract may have Lump Sum or Unit Price components in addition to Billable Hours and/or Reimbursable Costs.

Lump Sum Price

For definable work product or deliverable, whose value can be expressed as a single price inclusive of all production costs [labor, materials and purchased service costs, allowable overhead and profit]. The contractor will bear all the risks in producing the work product or deliverable at the agreed upon price. Because of the presumed certainty of contract task or item performance that qualifies a contract task or item as a Lump Sum price no adjustments to contract price are permitted. For fixed price contracts, no change in quantities for any Lump Sum task(s) or item(s) would be permitted. Payment of total contract price will be made upon satisfactory performance, delivery and final acceptance of contract task(s) or item(s).

Unit Price

For definable work products or deliverables whose value can be expressed by a single price inclusive of all production costs [labor, materials and purchased service costs, allowable overhead and profit] for contract tasks or items and will be needed in two more iterations at the same agreed upon price. The contractor agrees to bear all the risks and cost variance in producing or performing the contract tasks or items at the agreed upon price per unit and for the quantities specified. For fixed price contracts, no change in quantities are permitted without an approved change order. If certain unit prices are contained in the initial contract, no deviations shall be allowed in computing negotiated change order costs. In cases where there is a discrepancy between the base bid and the sum of the extended unit prices, the unit price shall govern.

Billable Hours

For work efforts that are composed of predominately personnel compensation costs with a minimum of outside purchases of materials and services needed to produce a work or provide a service; the contractor will be reimbursed for applied work efforts at the agreed upon billable hourly rate(s) inclusive of direct labor compensation, overhead, general and administrative expenses, and profit [fully burdened] by job title. Billable hours may be utilized for services or products that have a definitive accomplishment or product or may be used to reimburse work efforts for a scope of services with an accomplishment that cannot be estimated accurately.

Reimbursable Costs

For work, efforts that require significant outside purchases of materials, services or from subcontractors in addition to the contractor's personnel compensation costs needed to produce a work product or service. The contractor's personnel compensation costs will be reimbursed for applied work efforts at the agreed upon hourly rate(s) by job title. The contractor's itemized outside purchases of materials and services will be reimbursed at invoice cost identifying items by quantities and/or cost per unit.

COST REASONABLENESS

The Finance Director shall ensure that all contract awards are based upon a price or cost reasonableness determination. Normally, competition establishes price reasonableness. A price analysis is conducted by comparing lump sum prices—not cost estimates—received from contractors in a competitive pricing situation (e.g., when sealed bids are obtained).

In situations where there is minimal or no price competition, the Finance Director must obtain a breakdown of the proposed costs and perform a cost analysis.

The Finance Director will require a cost analysis when:

Using the competitive proposal (or “negotiated”) method of contracting, e.g., for acquiring professional, consulting or architect/engineering (A/E) services when there are other evaluation factors besides price and cost. Under the competitive proposal method, offerors are required to submit cost proposals that show the elements (e.g., labor, materials, overhead, and profit) of their proposed costs or price.

Cost analysis will be used whenever there is no price competition.

Negotiating a contract with a **sole source**, i.e., not soliciting competitive bids or offers.

After soliciting competitive sealed bids, you receive **only one bid**, and it differs substantially from your independent estimate of the contract price.

The Finance Director will ensure there will be adequate documentation to support contractor billings so that auditors may assess whether the amount paid for the services was reasonable. The Finance Director will require contractors to provide written billings with “sufficient detail,” to show what the contractor did, and the time required, if the billable hour or reimbursable cost pricing method is used. Contractors must be willing to provide work products or other evidence of tasks performed.

PROCUREMENT

These records **shall** include, but **shall not** necessarily be limited to, the following:

- A. Rationale for the method of procurement (if not self-evident);
- B. Document the basis for determining that price or rate quotations were obtained from an adequate number of qualified sources.
- C. Copies of bid and proposal advertisements and all responses
- D. Documentation of quote, bid or proposal solicitations and all responses including any vendors contacted through the direct solicitation,
- E. Documentation will also include evaluation/scoring documents, notes on interviews or negotiations. For competitive proposals the file will also include the selection criteria utilized,

- F. Document the basis for the contract price, a copy of the bid tabulation form or Copy of the completed Cost Reasonableness form for services.
- G. Selection of contract type
- H. Written statement explaining the basis of contractor selection
- I. A copy of the contract documents awarded or issued and signed by the Finance Director;
- J. Copies of prior canceled, withdrawn or superseded solicitations; copies of withdrawn or rejected bids or proposals;
- K. Basis for contract modifications; and
- L. Related contract administration actions including contractor clearance.

FEDERAL CONTRACT PROVISIONS

The City shall include the provisions of 2 CFR 200 Appendix II in every contract funded with a Federal award. In addition, the City will include the required contract provisions of 24 CFR Part 75 for awards funded by the U.S. Department of Housing and Urban Development.

PROCUREMENT METHODS AND PROCEDURES

The Finance Director shall use the appropriate method of procurement and follow the applicable procurement procedures as determined by the nature of the purchase and the applicable Federal/State price/cost thresholds as they are listed in the Procurement Methods and Procedures Section. The Finance Director shall never divide or separate any purchase requirements in order to avoid any State or Federal threshold regarding required method of procurement. For public works projects under \$250,000, the Finance Director shall make a determination on whether to use its advertised sealed bid procedure, small purchase or possibly competitive proposals.

STATE OF LOUISIANA
CITY OF WEST MONROE

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

A RESOLUTION TO AUTHORIZE THE FINANCE DIRECTOR OF THE CITY OF WEST MONROE, WITH THE CONCURRENCE OF THE MAYOR, TO ESTABLISH THE AMOUNT OF COMPENSATION PAYABLE BY THE CITY OF WEST MONROE FOR THE SERVICES RENDERED BY THE CITY OF MONROE AS THE OUACHITA PARISH UNIFIED SALES AND USE TAX COLLECTOR; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the City of Monroe is the Unified Sales and Use Tax Collector for Ouachita Parish, including the City of West Monroe; and

WHEREAS, the monthly compensation payable by the City of West Monroe for these services has remained at \$4,250.00/month since the original agreement between the City of West Monroe and the City of Monroe was approved by Ordinance #2584, with that agreement effective in July, 1994; and

WHEREAS, reasonable modification to the compensation payable needs to be made, and is now best determined by the Finance Director of the City of West Monroe, with the concurrence of the Mayor as to that amount; and

WHEREAS, no other changes to that original agreement between the City of Monroe and the City of West Monroe are intended to be authorized by this Resolution.

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 compensation payable to the City of Monroe as Unified Sales and Use Tax Collector for Ouachita Parish, for the services it provides to the City of West Monroe under that Agreement adopted in Ordinance #2584 are hereafter to be the amount determined as appropriate by the Finance Director of the City of West Monroe, though subject to concurrence of the Mayor as to that amount.

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 15th day of October, 2024, voted on by yea and nay vote, passed and adopted, the final vote being as follows:

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

ATTEST:

APPROVED THIS 15TH DAY OF
OCTOBER, 2024

CINDY EMORY, 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: _____

ORDINANCE TO AMEND SEC. 11-5030 OF THE CODE OF ORDINANCES, CITY OF WEST MONROE, LOUISIANA, RELATING TO THE UNLAWFUL SALE, PURCHASE, OR POSSESSION OF TOBACCO, TO NOW INCLUDE ALTERNATE NICOTINE PRODUCTS (VAPING) AND TO ALSO INCREASE THE AGE OF RESTRICTION TO AGE 21, AS PROVIDED BY STATE LAW; TO PROVIDE THE PROVISIONS OF THIS ORDINANCE ARE SEVERABLE; TO ESTABLISH AN EFFECTIVE DATE; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Sec. 11-5030 of the Code of Ordinances, City of West Monroe, Louisiana, is hereby amended to now provide as follows:

“Sec.11-5030. Unlawful sale, purchase, or possession of tobacco, alternative nicotine products, or vapor products; signs required; penalties

- (a) It is unlawful for any manufacturer, distributor, retailer, or other person to sell or distribute any tobacco product, alternative nicotine product, or vapor product to a person under the age of twenty-one. However, it shall not be unlawful for a person under the age of twenty-one to accept receipt of a tobacco product, alternative nicotine product, or vapor product from an employer when required in the performance of such person's duties. At the point of sale, a sign, in not less than thirty-point type, shall be displayed in a manner conspicuous to both employees and consumers, within any location where tobacco products, alternative nicotine products, vapor products, or vapor paraphernalia and devices are available for purchase, that reads “LOUISIANA LAW PROHIBITS THE SALE OF TOBACCO PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS, VAPOR PRODUCTS, OR VAPOR PARAPHERNALIA AND DEVICES TO PERSONS UNDER AGE 21”. The sign shall also include a notice that displays the telephone number for the Louisiana Tobacco Quitline (1-800-QUIT-NOW) and the website for the Louisiana Tobacco Quitline (www.quitwithusla.org), as determined by the Louisiana Department of Health.
- (b) It is unlawful for a vending machine operator to place in use a vending machine to vend any tobacco product, alternative nicotine product, or vapor product automatically, unless the machine displays a sign or sticker in not less than twenty-two-point type on the front of the machine stating, “LOUISIANA LAW PROHIBITS THE SALE OF TOBACCO PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS, OR VAPOR PRODUCTS TO PERSONS UNDER AGE 21”. The sign shall also include a notice that displays the telephone number for the Louisiana Tobacco Quitline (1-800-QUIT-NOW) and the website for the Louisiana Tobacco Quitline (www.quitwithusla.org), as determined by the Louisiana Department of Health.
- (c) It is unlawful for any person under the age of twenty-one to be sold any tobacco product, alternative nicotine product, or vapor product.
- (d) (1) It is unlawful for any person under the age of twenty-one to possess any tobacco product, alternative nicotine product, or vapor product.

(2) However, it shall not be unlawful for a person under the age of twenty-one to possess a tobacco product, alternative nicotine product, or vapor product under any of the following circumstances:

- a. When a person under eighteen years of age is accompanied by a parent, spouse, or legal guardian twenty-one years of age or older.
- b. In private residences.
- c. When the tobacco product, alternative nicotine product, or vapor product is handled during the course and scope of his employment and required in the performance of such person's duties.

(e) For purposes of this Section, the following definitions apply:

(1) "Alternative nicotine product" means any non-combustible product containing nicotine that is intended for human consumption, whether chewed, absorbed, dissolved, or ingested by any other means. "Alternative nicotine product" does not include any:

- a. Tobacco product.
- b. Vapor product.
- c. Product that is a drug pursuant to 21 U.S.C. 321(g)(1).
- d. Device pursuant to 21 U.S.C. 321(h).
- e. Combination product described in 21 U.S.C. 353(g).

(2) "Cigar" means any roll of tobacco for smoking, irrespective of size or shape, and irrespective of the tobacco being flavored, adulterated, or mixed with any other ingredients, where such roll has a wrapper made chiefly of tobacco.

(3) "Cigarette" means any roll for smoking made wholly or in part of tobacco, irrespective of size or shape and irrespective of the tobacco being flavored, adulterated, or mixed with any other ingredient, where such roll has a wrapper or cover made of paper, or any other material, except where such wrapper is wholly or in greater part made of tobacco.

(4) "Smokeless tobacco" means any finely cut, ground, powdered, or leaf tobacco that is intended to be placed in the oral or nasal cavity.

(5) "Smoking tobacco" means granulated, plug cut, crimp cut, ready rubbed, and any other kind and form of tobacco prepared in such manner as to be suitable for smoking in a pipe or cigarette.

(6) "Tobacco product" means any cigar, cigarette, smokeless tobacco, or smoking tobacco.

(7) "Vapor product" means any non-combustible product containing nicotine or other substances that employs a heating element, power source, electronic circuit, or other electronic, chemical or mechanical means, regardless of shape or size, that can be used to produce vapor from nicotine in a solution or other form. "Vapor product" includes any electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device and any vapor cartridge or other container of nicotine in a solution or other form that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device. "Vapor product" does not include any of the following:

- a. Product that is a drug pursuant to [21 U.S.C. 321\(g\)\(1\)](#).
- b. Device pursuant to [21 U.S.C. 321\(h\)](#).

c. Combination product described in [21 U.S.C. 353\(g\)](#).

- (f) (1) A person who violates the provisions of this Section by selling or buying tobacco products, alternative nicotine products, or vapor products shall be fined not more than fifty dollars for the first violation. The penalties for subsequent violations shall be a fine of not more than one hundred dollars for the second violation, a fine of not more than two hundred fifty dollars for the third violation, and a fine of not more than four hundred dollars for any violation thereafter.

(2) A person who violates the provisions of this Section by possessing tobacco products, alternative nicotine products, or vapor products shall be fined not more than fifty dollars for each violation.
- (g) A violation by the owner of the establishment where the violation occurred. A violation of the signage requirement of Subsection (b) of this Section shall be deemed to be a violation by the owner of the vending machine. For the first such violation, the owner shall be fined not more than fifty dollars. The penalties for subsequent violations shall be a fine of not more than one hundred dollars for the second violation, a fine of not more than two hundred fifty dollars for the third violation, and a fine of not more than five hundred dollars for any violation thereafter.
- (h) The law enforcement agency issuing the citation or making the arrest or the clerk of the court in which a prosecution is initiated, as the case may be, shall notify the commissioner of the office of alcohol and tobacco control of the action and the final disposition of the matter.”

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, sections or subsections of this ordinance are held invalid for any cause or reason, such invalidity shall not affect the other provisions, sections, or subsections of this ordinance which can give effect without the invalid provisions, sections, or subsections, and to this end each of the provisions, sections, and subsections of this ordinance are hereby declared severable;

SECTION 3. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that this amendment shall be effective October 16, 2024.

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 15th day of October, 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 15TH DAY OF
OCTOBER, 2024

CINDY EMORY, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

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

STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE THE CITY TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT (LINE ITEM APPROPRIATION) WITH THE LOUISIANA DEPARTMENT OF THE TREASURY AND THE STATE OF LOUISIANA WITH RESPECT TO THE RECEIPT OF A LINE ITEM APPROPRIATION IN THE AMOUNT OF \$77,600.00 FOR THE PURCHASE OF A BUCKET TRUCK; TO AUTHORIZE EXECUTION OF THAT COOPERATIVE ENDEAVOR AGREEMENT (LINE ITEM APPROPRIATION) IN COMPLIANCE WITH ITS TERMS AND PROVISIONS; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the City of West Monroe is the recipient of a line item appropriation contained in Act 776 of the 2024 Regular Session, the supplemental appropriations act of the State of Louisiana, in the amount of \$77,600.00; and

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

WHEREAS, the monies must be expended for the purpose of “the purchase of a bucket truck”, and the receipt and expenditure of these funds will be beneficial to the City of West Monroe, Louisiana, and its residents.

NOW, THEREFORE:

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe is hereby authorized to enter into a Cooperative Endeavor Agreement (Line Item Appropriation) by and between the Louisiana Department of the Treasury and the State of Louisiana, and the City of West Monroe in order to obtain appropriated funds in the amount of \$77,600.00 for the purpose of “the purchase of a bucket truck”, with the terms, conditions and provisions of that Cooperative Endeavor Agreement (Line Item Appropriation) to be substantially as set forth on the attached Exhibit “A”, with any omissions in the information to be completed by the City prior to submission.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to execute that Cooperative Endeavor Agreement (Line Item Appropriation) on behalf of the City of

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

The above Ordinance was read and considered by sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, this 15th day of October, 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

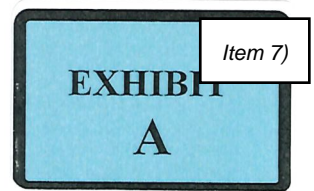
ABSENT: _____

ATTEST:

APPROVED THIS 15TH DAY OF
OCTOBER, 2024

CINDY EMORY, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

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



STATE OF LOUISIANA
COOPERATIVE ENDEAVOR AGREEMENT
(Line Item Appropriation)

THIS COOPERATIVE ENDEAVOR, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as "State" and/or "Agency" and City of West Monroe officially domiciled at 2305 N 7th St West Monroe La 71291, hereinafter referred to as "Contracting Party".

ARTICLE I

WITNESSETH:

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

1.2 WHEREAS, Acts of the 2024 Regular Legislative Session of the Louisiana Legislature, which were adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said **Act 776** of the 2024 RLS contains a line item appropriation within the Agency's budget for the benefit of **City of West Monroe** of which the sum of **SEVENTY-SEVEN THOUSAND SIX HUNDRED AND 00/100 (\$77,600.00) DOLLARS** has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;

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

1.4 WHEREAS, the public purpose is described as: purchase a bucket truck to be used for cutting limbs/trees and repairing streetlights;

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with said Act of the 2024 Regular Legislative Session, if applicable and the Governor's Executive Order JML 2024-113 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as "Attachment E.

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

ARTICLE II

SCOPE OF SERVICES

2.1 The Contracting Party shall: purchase a bucket truck to be used for cutting limbs/trees and repairing streetlights. The bucket truck that the city currently has is not certified anymore.

2.2 Deliverables: Obtain quotes and make purchase of bucket truck. The main use of the bucket truck is used for cutting limbs/trees, and repairing streetlights.

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

2.3 Budget: The **Budget** for this project is incorporated herein as **Attachment B** which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The **Budget** for this project shall not exceed the total sum of **SEVENTY-SEVEN THOUSAND SIX HUNDRED AND 00/100 (\$77,600.00) DOLLARS** which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the **Budget** attached as "Attachment B", without the prior approval of the State. **Attachment B Page 2 - Staffing Chart** and **Attachment B Page 3 - Schedule of Professional and Other Contracting Services** are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

2.4 Disclosure and Certification Statement(s): **Attachment E - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this **Attachment E**, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in **Attachment B Page 3** and any attachments thereto, **Attachment E-1 - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph. For public or quasi-public entities which are recipients under Acts of the 2024 Regular Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will

be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The recipient assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines "immediate family" as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1101 et seq.

ARTICLE III **CONTRACT MONITOR**

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

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

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

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

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

ARTICLE IV

PAYMENT TERMS

4.1 Payment shall be made to the Contracting Party under the terms and conditions of one of the following plans:

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

☐ **PLAN B:** One initial payment limited to no more than 50% of the total line item appropriation shall be made to the Contracting Party in advance of services being performed **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan), and the Cooperative Endeavor Agreement is approved by the Office of State Procurement or other delegated authority. Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, another 25% advance payment will be made. Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State for the 25% advance, the remaining 25% advance payment will be made. Payments to the Contracting Party shall be made by the State after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.

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

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

4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2024 and June 30, 2025, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval

of this Agreement by the Office of State Procurement or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2025, MUST, under all circumstances, be received by the Agency no later than July 15, 2025, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

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

4.4 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under said Act of the 2024 Regular Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2025.

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the agreement shall be turned over to the Louisiana Department of Revenue, Office of Debt Recovery for collection purposes.

4.5 Taxes: The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal tax identification number 72-6001497.

ARTICLE V
TERMINATION FOR CAUSE

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

ARTICLE VI
TERMINATION FOR CONVENIENCE

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

ARTICLE VII
OWNERSHIP

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

ARTICLE VIII
ASSIGNMENT

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

ARTICLE IX **FINANCIAL DISCLOSURE**

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

ARTICLE X **AUDITOR'S CLAUSE**

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

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

ARTICLE XI **AMENDMENTS IN WRITING**

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

ARTICLE XII **FISCAL FUNDING CLAUSE**

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

ARTICLE XIII
TERM OF CONTRACT

13.1 This Agreement shall begin on July 1, 2024 and shall terminate on June 30, 2025. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2025. There is no extension of the June 30, 2025 deadline without legislative action and approval.

ARTICLE XIV
DISCRIMINATION CLAUSE

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

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

WITNESSES:

DEPARTMENT OF THE TREASURY
STATE OF LOUISIANA

Agency Head or designee

Print Name and Title

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

WITNESSES:

Contracting Party

Authorized Person

Print Name and Title

<p align="center">ATTACHMENT A - PLAN 2024 Regular Legislative Session Schedule 20</p>	<p>NAME OF CONTRACTING PARTY: City of West Monroe</p> <p>NAME AND BRIEF NARRATIVE OF PROGRAM: Bucket Truck</p>
<p>Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). <u>What are the goals, objective(s), expected outcomes/results for this program:</u> Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.</p>	
<p>1. Program Goal (<i>Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.</i>)</p> <p>Purchase a bucket truck to be used for cutting limbs/trees and repairing streetlights</p>	
<p>2. Program Objective(s) (<i>Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal, that identify the expected outcomes and results. The program objective must include a percentage, a specific dollar amount or a number.</i>)</p> <p>1. Spend \$77,600 to purchase a bucket truck by June 30, 2025</p>	
<p>3. Relevant Activity (Activities) (<i>An activity is a distinct subset of functions or services within a program to meet the Program Objective.</i>)</p> <p>Obtain quotes and make purchase of bucket truck. The main use of the bucket truck is used for cutting limbs/trees, and repairing streetlights.</p>	
<p>4. Performance Measure(s) (<i>Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness. A Performance Measure must be designated as a percentage, a specific dollar amount or a number.</i>)</p> <p>1. Amount spent on bucket truck</p>	

ATTACHMENT B

Page 1

PROJECT BUDGET (2024-2025)

ACT 776 of the 2024 Regular Legislative Session

City of West Monroe

Bucket Truck

Anticipated Income or Revenue**Sources:** *(list all sources of revenue)*

1 State Appropriation Act 776	77,600.00
2	-
3	-
Total all sources	<u>77,600.00</u>

Anticipated Expenses

<u>Expense Categories</u>	<u>Total Amount</u> (see Footnote 1 below)	<u>Amount Line Item</u> <u>Appropriation</u> (see Footnote 2 below)
Gross Salaries(See Attachment B, Page 2)		
Related Benefits (Employer share)		
Travel		
Operating Services:		
Advertising		
Printing		
Insurance		
Maintenance of Equipment		
Maintenance of Office and Grounds		
Rentals		
Software licensing		
Dues and Subscriptions		
Telephones and Internet Service		
Postage		
Utilities		
Other		
Office Supplies		
Professional & Contract Services		
(See Attachment B, Page 3)		
Other Charges (See Attachment B, Page 4)		
Acquisitions & Major Repairs	77,600.00	77,600.00
Total Use of the Appropriation	<u>77,600.00</u>	<u>77,600.00</u>

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

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

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

ATTACHMENT B

Page 2

STAFFING CHART

2024 Regular Legislative Session

City of West Monroe

Bucket Truck

Name	Title	Total Annual Salary	Total Salary Paid by Appropriation Amount	Percentage	Related Benefits	Full-time or Part-time # of months
N/A						
Totals		-	-		-	

ATTACHMENT B

Page 3

SCHEDULE OF PROFESSIONAL AND OTHER CONTRACT SERVICES

2024 Regular Legislative Session

City of West Monroe

Bucket Truck

Name and Address of Individual and/or Firm	Nature of Work Performed and Justification for Services	Total Contract Amount	Total Paid by Appropriation
N/A			
Totals		-	-

ATTACHMENT B

Page 4

SCHEDULE OF OTHER CHARGES

2024 Regular Legislative Session

City of West Monroe

Bucket Truck

Provide a description of the intended use of the funds listed in Other Charges and the dollar amount. Each use should be listed separately. Do not budget funds in Other Charges that can be placed in another expenditure category.	Total Contract Amount	Total Paid by Appropriation
N/A		
Totals	-	-

ATTACHMENT B-SUPPLEMENT

Business Plan

Narrative Justification for Plan B or Plan C

2024 Regular Legislative Session

Schedule 20

City of West Monroe

N/A

ATTACHMENT C

Progress Report for the Period of _____ to _____ Schedule 20
Act 776 of the 2024 RLS
(To be submitted quarterly showing progress achieved. Duplicate pages as needed.)

Name of Contracting Party: City of West Monroe

Contact Name: Matthew Wilson

Telephone: 318-396-2600

Goal:		
Purchase a bucket truck to be used for cutting limbs/trees and repairing streetlights		
Objective(s):		
1. Spend \$77,600 to purchase a bucket truck by June 30, 2025		
Activity(Activities) Performed: Obtain quotes and make purchase of bucket truck. The main use of the bucket truck is used for cutting limbs/trees, and repairing streetlights.		
Performance Measure(s):		%, \$ amt. or number complete
1. Amount spent on bucket truck		1.

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

Signature of Authorized Person

Print Name and Title

Date

ATTACHMENT D

Cost Report for the Period of

to

(Expense categories & dollar amounts must reflect those listed in "Attachment B" project budget.)
2024 Regular Legislative Session

City of West Monroe

Bucket Truck

Expense Category	Amount of Line Item Appropriation from Attachment B Page 1	Quarterly Expenditures to be paid by the State (must equal Invoices etc.)	Total Cumulative Year to Date Expenditures including this quarter's expenditures	Balance Remaining
Gross Salaries	-			-
Related Benefits (employer share)	-			-
Travel	-			-
Operating Services:	-			-
Advertising	-			-
Printing	-			-
Insurance	-			-
Maintenance of Equipment	-			-
Maintenance of Office and Grounds	-			-
Rentals	-			-
Software licensing	-			-
Dues and Subscriptions	-			-
Telephones and Internet Service	-			-
Postage	-			-
Utilities	-			-
Other	-			-
Office Supplies	-			-
Professional Services	-			-
Other Charges	-			-
Acquisitions & Major Repairs	77,600.00			77,600.00
Totals	77,600.00	-	-	77,600.00

NOTE: A copy of the check and invoice/receipt for each expense must be submitted with this report.

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

Signature of Authorized Person

Name and Title

Date

ATTACHMENT D-1

Cost Report for the Period of

to

(Expense categories & dollar amounts must reflect those listed in "Attachment B" project budget.)
2024 Regular Legislative Session

City of West Monroe

Bucket Truck

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

Name of Sub-contractor	Amount of Line Item Appropriation from Attachment B Page 1	Quarterly Expenditures to be paid by the State (must equal invoices etc.)	Total Cumulative Year to Date Expenditures Including this quarter's expenditures	Balance Remaining
Professional Services:	-			-
	-			-
N/A	-			-
0	-			-
0	-			-
0	-			-
0	-			-
	-			-
	-			-
	-			-
	-			-
Totals	-	-	-	-

NOTE: An Attachment E-1 must be submitted for any sub-contractor listed on this attachment. If the sub-contractor has not been determined, indicate "To Be Determined" in the appropriate column. No expenses will be allowed for a sub-contractor until an Attachment E-1 is completed.

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

Signature of Authorized Person

Name and Title

Date

ATTACHMENT E

Disclosure and Certification Statement

2024 Regular Legislative Session

Schedule 20

Contracting Party Name: _____

Contractor's Mailing Address: _____

Name of Program: _____

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

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

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

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

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

☐

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

☐

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

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

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

Signature of Authorized Person_____
Print Name and Title_____
Date

STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT (LINE ITEM APPROPRIATION) WITH THE DEPARTMENT OF THE TREASURY AND THE STATE OF LOUISIANA WITH RESPECT TO THE RECEIPT OF A LINE ITEM APPROPRIATION IN THE AMOUNT OF \$250,000.00 FOR IDENTIFYING INFRASTRUCTURE LINES IN DOWNTOWN WEST MONROE, INCLUDING ALL UTILITY LINES, AND TO BURY THEM UNDERGROUND; TO AUTHORIZE EXECUTION OF THAT COOPERATIVE ENDEAVOR AGREEMENT (LINE ITEM APPROPRIATION); AND TO OTHERWISE PROVIDE WITH RESPECT THERETO..

WHEREAS, the City of West Monroe is the recipient of a line item appropriation contained in Act 776 of the 2024 Regular Session, the supplemental appropriations act of the State of Louisiana, in the amount of \$250,000.00; and

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

WHEREAS, the monies must be expended for the purpose of identifying infrastructure lines, including all utility lines, in downtown West Monroe and burying them, and the receipt and expenditure of these funds will be beneficial to the City of West Monroe, Louisiana, and its residents.

NOW, THEREFORE:

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe is hereby authorized to enter into a Cooperative Endeavor Agreement (Line Item Appropriation) by and between the Louisiana Department of the Treasury and the State of Louisiana, and the City of West Monroe in order to obtain appropriated funds in the amount of \$250,000.00, with the purpose “to identify infrastructure lines, including all utility lines and bury them underground in downtown West Monroe”, with the terms, conditions and provisions of that Cooperative Endeavor Agreement (Line Item Appropriation) to be substantially as set forth on the attached Exhibit “A”, with any omissions in the information to be completed by the City prior to submission.

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

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

The above Ordinance was read and considered by sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, this 15th day of October, 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

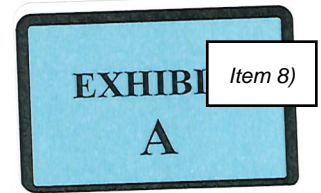
ABSENT: _____

ATTEST:

APPROVED THIS 15TH DAY OF
OCTOBER, 2024

CINDY EMORY, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

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



STATE OF LOUISIANA
COOPERATIVE ENDEAVOR AGREEMENT
(Line Item Appropriation)

THIS COOPERATIVE ENDEAVOR, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as "State" and/or "Agency" and City of West Monroe officially domiciled at 2305 N 7th St. West Monroe, La 71291, hereinafter referred to as "Contracting Party".

ARTICLE I

WITNESSETH:

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

1.2 WHEREAS, Acts of the 2024 Regular Legislative Session of the Louisiana Legislature, which were adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said **Act 776** of the 2024 RLS contains a line item appropriation within the Agency's budget for the benefit of **City of West Monroe** of which the sum of **TWO HUNDRED FIFTY THOUSAND AND 00/100 (\$250,000.00) DOLLARS** has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;

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

1.4 WHEREAS, the public purpose is described as: identify infrastructure lines, including all utility lines and bury them underground in downtown West Monroe;

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with said Act of the 2024 Regular Legislative Session, if applicable and the Governor's Executive Order JML 2024-113 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as "Attachment E.

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

ARTICLE II

SCOPE OF SERVICES

2.1 The Contracting Party shall: the goals and expected outcomes are to identify and bury utility lines downtown

2.2 Deliverables: obtain quotes and hire a contractor to identify and bury utility lines downtown

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

2.3 Budget: The **Budget** for this project is incorporated herein as **Attachment B** which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The **Budget** for this project shall not exceed the total sum of **TWO HUNDRED FIFTY THOUSAND AND 00/100 (\$250,000.00) DOLLARS** which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the **Budget** attached as "Attachment B", without the **prior** approval of the State. **Attachment B Page 2 - Staffing Chart** and **Attachment B Page 3 - Schedule of Professional and Other Contracting Services** are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

2.4 Disclosure and Certification Statement(s): **Attachment E - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this **Attachment E**, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in **Attachment B Page 3** and any attachments thereto, **Attachment E-1 - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph. For public or quasi-public entities which are recipients under Acts of the 2024 Regular Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment

B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The recipient assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines “immediate family” as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1101 et seq.

ARTICLE III **CONTRACT MONITOR**

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

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

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

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

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

ARTICLE IV

PAYMENT TERMS

4.1 Payment shall be made to the Contracting Party under the terms and conditions of one of the following plans:

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

☐ **PLAN B:** One initial payment limited to no more than 50% of the total line item appropriation shall be made to the Contracting Party in advance of services being performed **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan), and the Cooperative Endeavor Agreement is approved by the Office of State Procurement or other delegated authority. Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, another 25% advance payment will be made. Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State for the 25% advance, the remaining 25% advance payment will be made. Payments to the Contracting Party shall be made by the State after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.

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

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

4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2024 and June 30, 2025, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval

of this Agreement by the Office of State Procurement or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2025, MUST, under all circumstances, be received by the Agency no later than July 15, 2025, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

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

4.4 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under said Act of the 2024 Regular Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2025.

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the agreement shall be turned over to the Louisiana Department of Revenue, Office of Debt Recovery for collection purposes.

4.5 Taxes: The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal tax identification number 72-6001497.

ARTICLE V
TERMINATION FOR CAUSE

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

ARTICLE VI
TERMINATION FOR CONVENIENCE

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

ARTICLE VII
OWNERSHIP

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

ARTICLE VIII
ASSIGNMENT

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

ARTICLE IX

FINANCIAL DISCLOSURE

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

ARTICLE X

AUDITOR'S CLAUSE

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

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

ARTICLE XI

AMENDMENTS IN WRITING

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

ARTICLE XII

FISCAL FUNDING CLAUSE

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

ARTICLE XIII
TERM OF CONTRACT

13.1 This Agreement shall begin on July 1, 2024 and shall terminate on June 30, 2025. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2025. There is no extension of the June 30, 2025 deadline without legislative action and approval.

ARTICLE XIV
DISCRIMINATION CLAUSE

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

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

WITNESSES:

DEPARTMENT OF THE TREASURY
STATE OF LOUISIANA

Agency Head or designee

Print Name and Title

THUS DONE AND SIGNED AT ____, Louisiana on the ____ day, of ____, 20 ____.

WITNESSES:

Contracting Party

Authorized Person

Print Name and Title

<p align="center">ATTACHMENT A - PLAN 2024 Regular Legislative Session Schedule 20</p>	<p>NAME OF CONTRACTING PARTY: City of West Monroe</p>
<p>NAME AND BRIEF NARRATIVE OF PROGRAM: Infrastructure Lines</p>	<p>Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). What are the goals, objective(s), expected outcomes/results for this program: Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.</p>
<p>1. Program Goal (<i>Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.</i>)</p> <p>Identify infrastructure lines, including all utility lines and bury them underground in downtown West Monroe</p>	<p>2. Program Objective(s) (<i>Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal, that identify the expected outcomes and results. The program objective must include a percentage, a specific dollar amount or a number.</i>)</p> <p>1. Spend \$250,000 to identify infrastructure lines and bury them underground by June 30, 2025</p>
<p>3. Relevant Activity (Activities) (<i>An activity is a distinct subset of functions or services within a program to meet the Program Objective.</i>)</p> <p>Obtain quotes and hire a contractor to identify and bury utility lines downtown</p>	<p>4. Performance Measure(s) (<i>Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness. A Performance Measure must be designated as a percentage, a specific dollar amount or a number.</i>)</p> <p>1. Amount spent to identify and bury infrastructure lines</p>

ATTACHMENT B

Page 1

PROJECT BUDGET (2024-2025)

ACT 776 of the 2024 Regular Legislative Session

City of West Monroe

Infrastructure Lines

Anticipated Income or Revenue**Sources:** *(list all sources of revenue)*

1 State Appropriation Act 776	250,000.00
2	-
3	-
Total all sources	<u>250,000.00</u>

Anticipated Expenses

<u>Expense Categories</u>	<u>Total Amount</u> (see Footnote 1 below)	<u>Amount Line Item</u> <u>Appropriation</u> (see Footnote 2 below)
Gross Salaries(See Attachment B, Page 2)		
Related Benefits (Employer share)		
Travel		
Operating Services:		
Advertising		
Printing		
Insurance		
Maintenance of Equipment		
Maintenance of Office and Grounds		
Rentals		
Software licensing		
Dues and Subscriptions		
Telephones and Internet Service		
Postage		
Utilities		
Other		
Office Supplies		
Professional & Contract Services	250,000.00	250,000.00
(See Attachment B, Page 3)		
Other Charges (See Attachment B, Page 4)		
Acquisitions & Major Repairs		
Total Use of the Appropriation	<u>250,000.00</u>	<u>250,000.00</u>

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

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

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

Page 2

2024 Regular Legislative Session

Infrastructure Lines

Name	Title	Total Annual Salary	Total Salary Paid by Appropriation		Related Benefits	Full-time or Part-time # of months
			Amount	Percentage		
N/A						
Totals		-	-		-	

ATTACHMENT B

Page 3

SCHEDULE OF PROFESSIONAL AND OTHER CONTRACT SERVICES

2024 Regular Legislative Session

City of West Monroe

Infrastructure Lines

Name and Address of Individual and/or Firm	Nature of Work Performed and Justification for Services	Total Contract Amount	Total Paid by Appropriation
TBD	Identify and bury infrastructure lines	\$250,000	\$250,000
Totals		250,000.00	250,000.00

ATTACHMENT B

Page 4

SCHEDULE OF OTHER CHARGES

2024 Regular Legislative Session

City of West Monroe

Infrastructure Lines

Provide a description of the intended use of the funds listed in Other Charges and the dollar amount. Each use should be listed separately. Do not budget funds in Other Charges that can be placed in another expenditure category.	Total Contract Amount	Total Paid by Appropriation
N/A		
Totals	-	-

ATTACHMENT B-SUPPLEMENT

Business Plan

Narrative Justification for Plan B or Plan C
2024 Regular Legislative Session

Schedule 20

City of West Monroe

N/A

ATTACHMENT C

Progress Report for the Period of _____ to _____ Schedule 20
Act 776 of the 2024 RLS
(To be submitted quarterly showing progress achieved. Duplicate pages as needed.)

Name of Contracting Party: City of West Monroe
Contact Name: Matthew Wilson
Telephone: 318 396 2600

Goal: Identify infrastructure lines, including all utility lines and bury them underground in downtown West Monroe	
Objective(s): 1. Spend \$250,000 to identify infrastructure lines and bury them underground by June 30, 2025	
Activity(Activities) Performed: Obtain quotes and hire a contractor to identify and bury utility lines downtown	
Performance Measure(s): 1. Amount spent to identify and bury infrastructure lines	%, \$ amt. or number complete 1.

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

Signature of Authorized Person

Print Name and Title

Date

Cost Report for the Period of

ATTACHMENT D

to

(Expense categories & dollar amounts must reflect those listed in "Attachment B" project budget.)
2024 Regular Legislative Session

City of West Monroe
Infrastructure Lines

Expense Category	Amount of Line Item Appropriation from Attachment B Page 1	Quarterly Expenditures to be paid by the State (must equal Invoices etc.)	Total Cumulative Year to Date Expenditures Including this quarter's expenditures	Balance Remaining
Gross Salaries	-			-
Related Benefits (employer share)	-			-
Travel	-			-
Operating Services:	-			-
Advertising	-			-
Printing	-			-
Insurance	-			-
Maintenance of Equipment	-			-
Maintenance of Office and Grounds	-			-
Rentals	-			-
Software licensing	-			-
Dues and Subscriptions	-			-
Telephones and Internet Service	-			-
Postage	-			-
Utilities	-			-
Other	-			-
Office Supplies	-			-
Professional Services	250,000.00			250,000.00
Other Charges	-			-
Acquisitions & Major Repairs	-			-
Totals	250,000.00	-	-	250,000.00

NOTE: A copy of the check and invoice/receipt for each expense must be submitted with this report.

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

Signature of Authorized Person

Name and Title

Date

Item 8)

ATTACHMENT D-1

Cost Report for the Period of

to
(Expense categories & dollar amounts must reflect those listed in "Attachment B" project budget.)
2024 Regular Legislative Session

City of West Monroe
Infrastructure Lines

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

Name of Sub-contractor	Amount of Line Item Appropriation from Attachment B Page 1	Quarterly Expenditures to be paid by the State (must equal Invoices etc.)	Total Cumulative Year to Date Expenditures Including this quarter's expenditures	Balance Remaining
Professional Services:	-			-
	-			-
TBD	250,000.00			250,000.00
0	-			-
0	-			-
0	-			-
0	-			-
	-			-
	-			-
	-			-
	-			-
Totals	250,000.00	-	-	250,000.00

NOTE: An Attachment E-1 must be submitted for any sub-contractor listed on this attachment. If the sub-contractor has not been determined, indicate "To Be Determined" in the appropriate column. No expenses will be allowed for a sub-contractor until an Attachment E-1 is completed.

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

Signature of Authorized Person

Name and Title

Date

ATTACHMENT E-1

Disclosure and Certification Statement

2024 Regular Legislative Session

Schedule 20

Contracting Party Name: _____

Name of Program: _____

Sub-Contractor's Name: _____

Sub-Contractor's Mailing Address: _____

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

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

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

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

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

☐

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

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

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

Signature of Authorized Person_____
Print Name and Title_____
Date

ATTACHMENT E

Disclosure and Certification Statement

2024 Regular Legislative Session

Schedule 20

Contracting Party Name: _____

Contractor's Mailing Address: _____

Name of Program: _____

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

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

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

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

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

☐

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

☐

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

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

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

Signature of Authorized Person_____
Print Name and Title_____
Date

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No. 000202

ENGINEER'S Project No. 219992

Project: **FLANAGAN STREET WATER MAIN REPLACEMENT PROJECT**

CONTRACTOR: **McLemore Service Contractors, LLC.**

Contract For: **Water System Improvements**

Contract Date: **February 16, 2024**

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

None specified.

To City of West Monroe
OWNER

And To McLemore Service Contractors, LLC.
CONTRACTOR

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

October 8, 2024
Date of Substantial Completion

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

The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as follows:

All work, no exceptions.

The responsibilities between **OWNER** and **CONTRACTOR** shall be as follows:

RESPONSIBILITIES:

OWNER: Normal operation and maintenance

CONTRACTOR: Provide a 1-year warranty of materials and workmanship.

The following documents are attached to and made a part of this Certificate:

Punchlist

ACCEPTED BY OWNER: City of West Monroe

By: _____
Staci Albritton Mitchell, Mayor

Date: 10/15/24

EXECUTED BY ENGINEER: S. E. HUEY CO.

By: 
Brad Anzalone, P. E.

Date: 10/15/24

The **CONTRACTOR** accepts this Certificate of Substantial Completion on 10/15, 2024

McLemore Service Contractors, LLC.

CONTRACTOR

BY: 
Charles W. McLemore, Jr.

FLANAGAN STREET WATER MAIN REPLACEMENT PROJECT
McLemore Service Contractors, LLC.

Final Inspection Punch List
10-8-2024

Attending this inspection were Brad Anzalone (S.E. Huey Co.), Jacob Cloud (S.E. Huey Co.), Vic Munoz (S.E. Huey Co.), Daryl Platt (City of West Monroe), Jonathan Kaufman (City of West Monroe), Jacob Jones (City of West Monroe), Mac McLemore (McLemore Service Contractors, LLC), and Tyler McLemore (McLemore Service Contractors, LLC).

All items required for the project were in place and ready for inspection. The following list was compiled to document items remaining to be addressed as part of the contract.

1. The failing asphalt at the 8" connection (to the water main running behind Walmart) to be removed, compacted, and patched. (\$1,000)
2. The asphalt patch at the intersection of Herman Street and Flanagan Street is to be milled down as required to accommodate laying a 2" asphalt course flush with the concrete valve pad. (\$2,500)
3. Along the asphalt patch and valve pad at the intersection of Conrad Street and Flanagan Street the fore slope of the ditch shall be cleared of any large stones/debris and asphalt added as required to eliminate any drop off along the edge of the pavement. (\$750)
4. All disturbed areas to be raked and smoothed to remove any large stone/dirt clods and fill in areas of settlement. (\$1,000)
5. Pump water out of 2" valve box at Lincoln Street and check for leak. (\$500)

It was noted that there was a potential leak near Christ Church at the corner of Herman and Flanagan Street. After investigation, it was agreed that this area appears wet due to the church's irrigation within their landscaping and not due to any issues with the performed work. It was also noted that the large sink hole near the temple at the corner of Flanagan and Otis Street is due to an existing drainage pipe that the City will fix in the future.

Respectfully submitted,

S. E. HUEY CO.


Brad Anzalone, P. E.

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No. _____

ENGINEER'S Project No. 225387

Project: **PHILLIPS STREET WATER MAIN IMPROVEMENTS PROJECT**

CONTRACTOR: **TAC Agency, Inc.**

Contract For: **Water System Improvements**

Contract Date: **July 25, 2024**

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

None specified.

To _____ City of West Monroe
OWNER

And To _____ **TAC Agency, Inc.**
CONTRACTOR

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

October 8, 2024
Date of Substantial Completion

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

The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as follows:

All work, no exceptions.

The responsibilities between **OWNER** and **CONTRACTOR** shall be as follows:

RESPONSIBILITIES:

OWNER: Normal operation and maintenance

CONTRACTOR: Provide a 1-year warranty of materials and workmanship.

The following documents are attached to and made a part of this Certificate:

Punchlist

ACCEPTED BY OWNER: City of West Monroe

By: _____
Staci Albritton Mitchell, Mayor

Date: 10/15/24

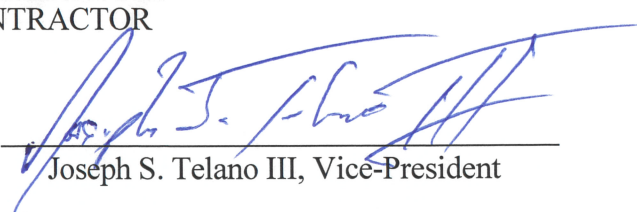
EXECUTED BY ENGINEER: S. E. HUEY CO.

By: 
Brad Anzalone, P. E.

Date: 10/15/24

The **CONTRACTOR** accepts this Certificate of Substantial Completion on 10/15, 20 24

TAC Agency, Inc.
CONTRACTOR

BY: 
Joseph S. Telano III, Vice-President

**PHILLIPS STREET WATER MAIN IMPROVEMENT PROJECT
TAC Agency, Inc.**

**Final Inspection Punch List
10-8-2024**

Attending this inspection were Brad Anzalone (S.E. Huey Co.), Jacob Cloud (S.E. Huey Co.), Vic Munoz (S.E. Huey Co.), Jacob Jones (City of West Monroe), Jonathan Kaufman (City of West Monroe), Trey Telano (TAC Agency, Inc), and Jacob Brady (TAC Agency, Inc).

All items required for the project were in place and ready for inspection. The following list was compiled to document items remaining to be addressed as part of the contract.

1. Saw cut and remove asphalt around new valve in Phillips Street just west of Cherry Street and pour 2'x2' concrete valve pad. (\$1,500)
2. Remove asphalt as required and install concrete valve pad around valve in the east edge of Cherry Street. (\$750)
3. Install precast valve pads around all new valves located outside of roadway. (\$250)
4. Dress and seed all disturbed areas. (\$500)

Respectfully submitted,

S. E. HUEY CO.



Brad Anzalone, P. E.

STATE OF LOUISIANA
CITY OF WEST MONROE

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

A RESOLUTION TO AUTHORIZE AND SUPPORT THE SUBMISSION OF CERTAIN CAPITAL OUTLAY PROJECTS TO THE 2025 LEGISLATURE OF THE STATE OF LOUISIANA; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the submission of various transportation and other infrastructure projects within the City of West Monroe, Louisiana to the 2025 Louisiana Legislature for funding under the 2025-2026 Capital Outlay Bill is in the public interest.

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 they do hereby authorize, support, and endorse the submission of the projects listed and described in the attached Exhibit “A” for inclusion in the 2025-2026 Capital Outlay Bill of the 2025 Legislature in the order of priority indicated.

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 Staci Albritton Mitchell, as Mayor, be and she is hereby authorized to submit, or to cause and authorize the submission, of full applications for each listed project including all required information, together with obtaining legislative letters of support and local funding commitment letters; and to take any and all further actions as she determines are necessary, appropriate or beneficial.

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 15th day of October, 2024, voted on by yea and nay vote, passed and adopted, the final vote being as follows:

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

ATTEST:

APPROVED THIS 15TH DAY OF
OCTOBER, 2024

CINDY EMORY, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

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

**EXHIBIT
A**

Item 11)

<u>Project No.</u>	<u>Description</u>
24E093.01	Capital Outlay Request, FY 25-26, Downtown Utilities Hardening & Improvements, Phase 1 Planning & Construction
24E093.02	Capital Outlay Request, FY 25-26, Sunshine Heights Drainage Improvements
24E093.03	Capital Outlay Request, FY 25-26, Cotton Street Improvements & Sidewalks, Bridge St - Wood St Planning & Construction
24E093.04	Capital Outlay Request, FY 25-26, North 3rd Improvements, Park St - Natchitoches St, Planning & Construction
24E093.05	Capital Outlay Request, FY 25-26, Mid City Drainage Improvements
24E093.06	Capital Outlay Request, FY 25-26, North Trenton Corridor Utilities Hardening & Improvements Project
24E093.07	Capital Outlay Request, FY 25-26, West Monroe Greenway, Phase 1
24E093.08	Capital Outlay Request, FY 25-26, New Drago Street Sanitary Sewer Lift Station
24E093.09	Capital Outlay Request, FY 25-26, Cotton Street Water & Sewer Utility Improvements, Planning & Construction
24E093.10	Capital Outlay Request, FY 25-26, Tupawek & Somerset Neighborhood Concrete St Rehab
24E093.11	Capital Outlay Request, FY 25-26, Black Bayou Stormwater Pump Station Improvements
24E093.12	Capital Outlay Request, FY 25-26, Julia Street Improvements, Cypress St - McMillan Rd, Planning & Construction
24E093.13	Capital Outlay Request, FY 25-26, Jersey Street Improvements, Arkansas Rd - Wellerman Rd, Planning & Construction



INFRASTRUCTURE PROJECT UPDATE

October 15, 2024

UNDER CONSTRUCTION

Project	Description	Funding	Status
Mane Street Rehabilitation Phase 2 (Urban Systems)	Mill & Overlay Mane Street from Downing Pines Rd to Interchange.	Urban Systems (80/20)	Construction complete. Punchlist items remain.
Flanagan Street Water Main Replacement	Replacement of existing 4" W.M. along Flanagan with a 6" W.M.	CWEF/City	Construction complete. Punchlist items remain.
Phillips Street Water Main FY22-23 CWEF	Replacement of an aging 6" AC W.M. along Phillips between Cherry Street to the east side of Ned Street.	CWEF/City	Construction complete. Punchlist items remain.
Montgomery Ave. Lift Station and Force Main Improvements	Replacement of pumps at the Montgomery Lift Station, and installation of a new force main from the lift station to Mont/Reagan intersection.	City	Completing this week.
Drago Sanitary Sewer Force Main (South 11th Street)	Replacement of an aging 16" AC F.M. along S. 11th Street from Coleman Ave. to the Austin Street Lift Station.	LGAP/City	All work completed. Project is ready to be closed out.
Highland School Area Sidewalks	Construction of sidewalks along Arlene Street to provide a safe pedestrian route to school.	LaDOTD/City	Under construction.
Industrial Park Drainage Improvements (EDA)	Drainage improvements including cross drains, piping, and ditches.	EDA/City	Construction complete. Change Order No.2 approved and Substantial Completion issued.

Project Classifications

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

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



IN DESIGN			
Project	Description	Funding	Status
McMillan Rd. Lift Station Rehabilitation	Replacement of pumps and piping at the McMillan Rd. sanitary sewer lift station.	LGAP/City	Executing contract documents.
Arkansas Rd. Utility Relocation	Relocation of water and sewer lines ahead of street rehabilitation project.	City	Awaiting contract execution. Work to begin next month.
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)	Revised contract pending.
New Drago Sanitary Sewer Lift Station	New sanitary sewer lift station to replace Drago LS. Funding from Capital Outlay and La Water Sector Program.	WSP/LaFPC/ City	Bids received 10/10/24 were over budget. Value engineering evaluation underway.
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	Plans sent to Rec Trails for review.
McMillan Rd. Sidewalks (LaDOTD Safe Routes to Public Places Program)	New sidewalks along the south side of McMillan Road, from Hilton Street to the library.	LaDOTD/City	95% Final Design submitted on 8/13/24. Waiting on DOTD Review.
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 I approval. USACE 404 Permit in process.
2023 DOTDTAP: N 6th Street Sidewalks	Construction of sidewalks along N 6th Street, from WMHS to Clayton Street.	LaDOTD/City	60% Plans submitted on 9-6-24. Awaiting DOTD review.
Crosley Street Rehabilitation	Mill & Overlay with sidewalk replacement, from Trenton St. to N. 7th Street.	Urban Systems (80/20)	Design Phase.
New Austin Sanitary Sewer Lift Station	New sanitary sewer lift station to replace Austin LS.	EDA/City	Design and permitting phase. USACE permit underway.
Mid-City Drainage (Fed Approp/FEMA-PDM)	Drainage improvements between Trenton Street and Black Bayou Canal. (\$2.4m Award)	FEMA/City	60% Preliminary Plans submitted to FEMA.
Trenton Corridor Bike/Ped and Utilities (Fed Approp/LaDOTD)	Bury utilities and construct bike/ped path along Trenton St, from Otis St to Bridge St. (\$5.0m Award)	FEMA/City	Updating topographic survey and preliminary layout.
Black Bayou Canal - 2016 Flood Damage Repairs	Repair concrete canal near Assembly and Wal Mart.	EDA/FEMA/ City	Finalizing engineering contract.
Crosley Sanitary Sewer Improvements	Sanitary sewer rehabilitation along Crosley, from Trenton to N. 7th.	City	Finalizing engineering contract.
S. Riverfront Water Main Improvements (CWEF FY22-23)	Replacement of water lines along South Riverfront St.	CWEF/City	Finalizing engineering contract.
S. 8th Street Drainage Improvements (LGAP FY22-23)	Conflict box and drainage pipe replacement at the S. 8th/Linderman intersection.	LGAP/City	Finalizing engineering contract.

Project Classifications

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

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

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

**OCTOBER 15, 2024
WEST MONROE CITY COUNCIL MEETING
ENGINEERING UPDATE
L&A, INC. PROJECT NO. 24E038.00**

Kiroli Walk Trail Improvements – City Project No. C22002

- Benchmark Construction Group of LA has started construction

Sunshine Heights Drainage Improvements – City Project No. C22024

- Finalizing plans, coordinating with Jonathan for subsurface drainage confirmation & videoing drainage pipe, reviewing video footage of drainage pipe

North 3rd Street Improvements – City Project No. C23013

- Bentz Construction Group has started construction

City Street Evaluation & Report

- Continuing traffic counts

West Monroe Sports Complex Additional Parking

- Project has been surveyed & under design