



**Notice of:**

**BOARD OF ALDERMEN REGULAR MEETING**

**Tuesday, April 16, 2024 at 6:00 PM**

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

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**AGENDA**

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

**NOTICE/MINUTES**

**Call to order/Verification of Attendance**

**Motion to Approve Minutes**

- 1) Motion to approve the minutes of the April 2, 2024 Regular Council Meeting.

**Recognitions/Presentations**

- 2) **PUBLIC HEARING** to discuss the City's proposed "Make A Difference (MAD)" program, and application for a grant that could provide funding.
- 3) Recognition of Keep West Monroe Beautiful poster contest winners.
- 4) Proclamation designating April as National Donate Life Month. Speaker: Erin Crawford, Louisiana Organ Procurement Association (LOPA).

**Mayor's Review**

**Community Announcements**

**ADMINISTRATION/FINANCE**

- 5) **Ordinance** to authorize renewal of Claims Management Administration Program Agreement with Crawford & Company.
- 6) **Ordinance** to authorize the City to renew an agreement with The Picard Group to provide certain lobbying and related services at the state and federal level - \$8,000/monthly.
- 7) **Ordinance** to authorize execution of a lease agreement with Cambre Holdings of Ouachita, LLC (portion of property and building at 614 Grantham Dr., to be used for the recycling program).

**BUILDING AND DEVELOPMENT**

**LEGAL**

- 8) **Ordinance** to amend Sec. 2-3003, to provide for acknowledgement of acceptance or approval of certain matters in the absence of a designated City Engineer.

**PUBLIC WORKS**

**COMMUNITY SERVICES**

**PARKS AND RECREATION**

**POLICE/FIRE**

**WMFD**

**WMPD**

**ENGINEERING/CONSTRUCTION PROJECTS**

9) New Drago Sanitary Sewer Force Main (South 11th Street) - City Project #000200

Review submitted bids and engineer's recommendations, and if project is to be awarded, **Ordinance** to accept awarded bid, and to authorize execution of a contract for project construction with the winning bidder (CDE Construction, LLC; \$268,705.00).

10) Highland School Area Sidewalks - State Project #H.015216 - City Project #000134

**Ordinance** to authorize execution of updated Federal Funding Commitment Letter.

11) N. 6th Street Sidewalks FY2023 DOTD TAP - State Project #H.015921 - City Project #000219

**Ordinance** to authorize execution of an Entity/State Agreement with La DOTD for State Project No. H.015921, West Monroe N. 6th Street Sidewalks Ouachita Parish, and to authorize issuance of a Federal Funding Commitment Letter.

12) Project Updates

S.E. Huey Co.

Lazenby & Associates, Inc.

**PUBLIC COMMENTS/OTHER BUSINESS**

13) General Fund and Utility Fund Monthly Budget Reports.

14) West Monroe Fire Department March Fire Report.

**ADJOURN**

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, April 02, 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
- Morgan Buxton
- Thom Hamilton
- Rodney Welch
- Ben Westerburg

The meeting was opened with prayer by Living Gospel Church Pastor Otis Holland. The Pledge of Allegiance was led by Mayor's Youth Council member and WMHS Senior Ava Williams.

**Motion to Approve Minutes**

Motion to approve the minutes of the March 21, 2024 Special Council Meeting.

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

**Recognitions/Presentations**

City of West Monroe Employees were recognized for their years of service.

Proclamation presented to the WMWO Chamber of Commerce in honor of 68th Birthday Celebration.

**ADMINISTRATION/FINANCE**

Resolution 838: Resolution to adopt a Residential Anti Displacement and Relocation Assistance Plan.

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

**BUILDING AND DEVELOPMENT**

Referred back to Planning Commission for review of newly presented documents: Ordinance to rezone a certain described tract located on Madison Street owned by Lynn James Properties, LLC pursuant to the application of Marty Bailey, Michele Evans & Scott Betz, so as to re-zone that tract from a R-1 (Single Family Residential) District to a R-2 (Multi-Family Residential) District. Received an **unfavorable** recommendation by the Planning Commission (4-1).

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

Resolution 839: Resolution to appoint Annanias Word to the City of West Monroe Planning Commission to serve unexpired term of David Michael Bishop, Jr., expiring March 1, 2025.

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

**WMPD**

Ordinance 5294: Ordinance to declare certain movable property surplus, and to be sold to Plunk's Wrecker Service (salvage WMPD vehicle). **Introduced at the March 5, 2024 Council Meeting.**

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

Ordinance 5295: Ordinance to enter into an exchange agreement with Louisiana K-9, and to exchange a canine officer vehicle no longer utilized by the West Monroe Police Department for a trained police canine acceptable to the West Monroe Police Department together with receipt of appropriate training of the canine and assigned canine officer. **Introduced at the March 5, 2024 Council Meeting.**

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

Ordinance 5305: Ordinance to authorize the donation of various unneeded kitchen appliances and equipment from the former West Monroe City Jail to the Richland Parish Law Enforcement District.

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

**ENGINEERING/CONSTRUCTION PROJECTS**

West Monroe Sports Complex - Project #000179

Authorize Change Order No. 007 (- \$212,994.99; + 0 days) with Lincoln Builders of Ruston, Inc.

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

Mane Street Rehabilitation Phase 2 - State Project #H.013392 - City Project #000143

Ordinance 5306: Ratification of execution of contract with Diamond B Construction Company, LLC (\$1,779,689.55).

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

Kiroli Park Trails - LWCF Grant - City Project #C24002

Authorize solicitation of bids for tennis court improvements

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

North 3rd Street Improvements - FP&C Project #50-MV2-23-01 - City Project #C23013

Ordinance 5307: Review submitted bids and engineer's recommendations, and if project is awarded, approve ordinance to accept that bid, and to authorize execution of a contract for project construction with that bidder (Engineer recommendation: Bentz Construction Group, LLC for its low bid of \$514,586.20).

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

Natchitoches Street Cross Drain Replacement - City Project #C23007

Ordinance 5308: Review submitted bids and engineer's recommendations, and if project is awarded, approve ordinance to accept that bid, and to authorize execution of a contract for project construction with that bidder (Engineer recommendation: Bentz Construction Group, LLC, for its low bid of \$120,964.35).

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

Downtown Sanitary Sewer Improvements - 200 Block of Trenton St. - City Project #000305

Authorize solicitation of bids.

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

N. 6th Street Sidewalks FY2023 DOTD TAP - City Project #000219

Ordinance 5309: Ordinance to authorize execution of a contract with S.E. Huey Co. for Engineering Services.

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

Project Updates

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

**ADJOURN**

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

ATTEST:

  
CINDY EMORY  
CITY CLERK

APPROVED:

  
STACI ALBRITTON MITCHELL  
MAYOR

STATE OF LOUISIANA  
CITY OF WEST MONROE

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

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

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

AN ORDINANCE TO AUTHORIZE THE MAYOR OF THE CITY OF WEST MONROE, LOUISIANA, TO EXECUTE AN AGREEMENT WITH CRAWFORD & COMPANY TO PROVIDE CLAIMS ADMINISTRATION SERVICES FOR AUTO AND GENERAL LIABILITY CLAIMS; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, Crawford & Company provides claims administration services, an area in which it possesses a high degree of professional skill and experience; and

WHEREAS, Crawford & Company has provided these services to the City of West Monroe for many years, has provided excellent services during that time, and the City of West Monroe desires that Crawford & Company continue to provide those services because of its skill and experience.

NOW, THEREFORE,

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to execute on behalf of the City of West Monroe, Louisiana, an agreement with Crawford & Company to provide claims administration services for auto and general liability claims, with that agreement to provide generally as set forth in that proposal which is attached as Exhibit “A”.

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

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea or nay vote, this 16<sup>th</sup> day of April, 2024, the final vote being as follows:

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

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

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

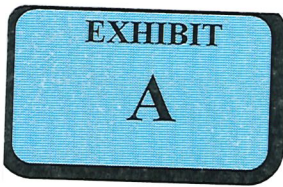
ABSENT: \_\_\_\_\_

ATTEST:

APPROVED THIS 16TH DAY OF  
APRIL, 2024

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

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



Crawford & Company 1 Year Flat Rate Price Quotation Prepared for  City of West Monroe	
Flat Rate Coverage The service contract is an integral part of this price quotation. Contract Period: To be determined (12-month contract) 1 year Flat Rate Pricing Quote Expires: 12/15/2024	
Line of Coverage	One-Year Claim Handling
<b>LIABILITY *</b>	
<b>General Liability</b>	
Commercial Lines Bodily Injury	\$900.00
Commercial Lines Property Damage	\$500.00
All other claims types and all Mediation/Litigation; T&E	\$110/hour
<b>Automobile Liability</b>	
Commercial Lines Bodily Injury	\$900
Commercial Lines Property Damage	\$500
All other claims types and all Mediation/Litigation; T&E	\$110/hour
<b>Other Fees</b>	
Annual Account Management Fee	\$3,500.00
**See Below Rate Conditions	

Rate

**Conditions - Applicable to All Services:**

- Property and Vehicle Damage Rate Schedules supersede all hourly rate schedules.
- A 10% surcharge will be added for losses occurring in Alaska, Hawaii, Puerto Rico, and U.S. Virgin Islands and for loss assignments handled from the metropolitan areas outlined in the Appendix.
- Quota share files will be billed at the prevailing national Crawford rate at the time of the work completed and will not be reduced to reflect individual client's discounted rates.
- There will be no pro-ration of mileage between assignments. Mileage is charged from either the designated Crawford office or from the base location of the assigned resource, whichever is less.
- State and local taxes billed as applicable as agreement applies to the U.S.
- Allocated expenses, which shall be in addition to the service fees quoted.





- To the extent fees and expenses are not stated herein, all fees and expenses shall be in accordance with Crawford's Standard Billing Policies (U.S.) (the "Policies"), as posted on Crawford's web address: [www.crawfordandcompany.com](http://www.crawfordandcompany.com).

**Catastrophe:** The terms, fees, and conditions contained herein do not apply to any claim referred as a result of a catastrophe. Catastrophe is defined as any occurrence where PCS assigns a Catastrophe Serial Number. Catastrophe pricing applies to services provided within the geographic region as defined by PCS and may also include widespread events not classified a catastrophe by PCS. Catastrophe leveling will be determined by Crawford & Company.

**Time and Expense Claims – Billing:** Crawford will submit time and expense billings to Client when Claims are concluded. If any such time and expense Claim is not concluded within 30 days from the date such Claim is assigned, Crawford will submit an interim time and expense billing to Client for activity recorded on such Claim. Until assignment is concluded, Crawford will submit interim time and expense billing thereafter at 30-day intervals for subsequent activity recorded on such Claim. Any such Claim so interim billed shall continue to be handled by Crawford after such interim billing(s) on a time and expense basis at most current hourly rate and expense method of billing in effect at the time of such interim billing(s).

**Payment Terms and Conditions:** Crawford's established payment terms require invoices to be paid upon receipt in U.S. dollars. Remittance address for all Client payments is Crawford & Company, P.O. Box 404579, Atlanta, GA 30384-4579. We reserve the right to assess a service charge of 1.5% per month (18% per year) for all past due balances. In the event that the applicant's account is not paid according to terms and placed for collection; customer agrees to pay all collection agency fees, attorney fees and interest owed. Client agrees that non-payment of billed invoices according to payment terms constitutes a material breach, allowing Crawford the right to enforce termination of client specific agreements and active claim assignment.

## Appendix

State	County
California	Los Angeles, Orange, San Francisco, Contra Costa, Alameda, Santa Cruz, San Mateo, Santa Clara, Kern, Fresno, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura
Colorado	City and County of Denver, Arapahoe, Jefferson, Adams, Douglas, the City and County of Broomfield, Elbert, Park, Clear Creek, and Gilpin
Connecticut	Litchfield, New Haven
District of Columbia	All
Florida	Dade, Broward, Palm Beach, Monroe
Hawaii	All
Illinois	Cook, DuPage, Kane, Kankakee, Lake, McHenry, and Will
Maryland	Howard, Montgomery, Charles, Anne Arundel, Calvert, St. Mary's, Baltimore, and Frederick
Massachusetts	Bristol, Essex, Middlesex, Suffolk, Plymouth, and Worcester
New Jersey	Bergen, Essex, Hudson, Hunterdon, Mercer, Middlesex, Monmouth, Morris, Ocean, Passaic, Somerset, Sussex and Union
New York	Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Ulster, and Westchester
Virginia	Loudoun, Fairfax, Arlington, Prince William, Stafford, Fauquier, Alexandria City, Clarke, Culpeper, and King George
Washington	King, Pierce

STATE OF LOUISIANA  
CITY OF WEST MONROE

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

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

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

AN ORDINANCE TO AUTHORIZE THE CITY OF WEST MONROE, LOUISIANA, ENTER INTO AN AGREEMENT WITH THE PICARD GROUP RELATING TO THE PROVISION OF STATE AND FEDERAL GOVERNMENTAL AFFAIRS AND ADVOCACY SERVICES FOR A ONE YEAR PERIOD; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to renew the arrangement with The Picard Group, L. L. C. to provide State and Federal governmental affairs and advocacy for an additional period of one (1) year beginning May 15, 2024, with the rate of EIGHT THOUSAND AND NO/100 (\$8,000.00) per month. A copy of this Renewal Governmental Affairs & Advocacy Services Agreement to be executed is attached as Exhibit "A."

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized to negotiate any further terms and provisions relating to this engagement that she determines appropriate, and thereafter to execute the agreed upon renewal, and to execute any and all further documents she deems either necessary or proper to negotiate, prepare, execute and carry out the activities arising out of the engagement described above according to its terms and intent.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea or nay vote, this 16th day of April, 2024, the final vote being as follows:

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

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

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

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

ATTEST:

APPROVED THIS 16TH DAY OF  
APRIL, 2024

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

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



RESULTS.

**RENEWAL OF GOVERNMENTAL AFFAIRS & ADVOCACY SERVICES AGREEMENT**

CITY OF WEST MONROE, represented herein by its Mayor, Staci Mitchell, and THE PICARD GROUP, LLC, represented herein by its Managing Member, Tyron Picard, desire to renew and extend the terms of its existing agreement for Governmental Affairs and Advocacy services.

- A. The parties previously executed an agreement for Governmental Affairs and Advocacy services effective May 15, 2023, through May 14, 2024;
- B. The parties herein wish to extend the terms and conditions of said agreement for an additional 1- year period, commencing May 15, 2024, through May 14, 2025.

AGREED this \_\_\_\_ day of April 2024 by:

**Tyron D. Picard**  
*Managing Member, The Picard Group*

\_\_\_\_\_  
**Staci Mitchell**  
*Mayor, City of West Monroe*

**LAFAYETTE.**  
309 Settlers Trace Blvd. Ste 200  
Lafayette, LA 70508  
337.989.0071

**BATON ROUGE.**  
638 State Capitol Drive  
Baton Rouge, LA 70802  
225.307.8080

**WASHINGTON, D.C.**  
525 9th Street NW Ste 800  
Washington, DC 20004  
202.347.3332

**LAKE CHARLES.**  
1109 Python Street  
Lake Charles, LA 70601  
337.989.0071

**RUSTON.**  
1503 Goodwin Road Ste 201  
Ruston, LA 71270  
318.202.5600

STATE OF LOUISIANA  
CITY OF WEST MONROE

Item 7)

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

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

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

AN ORDINANCE TO AUTHORIZE THE CITY OF WEST MONROE, LOUISIANA TO ENTER INTO A LEASE AGREEMENT WITH CAMBRE HOLDINGS OF OUACHITA, L.L.C., IN ORDER TO ACQUIRE THE USE OF CERTAIN IMMOVABLE PROPERTY IN ORDER TO EXPAND THE CITY’S RECYCLING PROGRAM; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

Section 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe, Louisiana, be and it is hereby authorized to enter into a Lease Agreement with Cambre Holdings of Ouachita, LLC, in order for the City to acquire the use of certain described immovable property to be used to further expand the City’s recycling program, with a copy of that Lease Agreement which sets forth the proposed terms and conditions being attached as Exhibit “A”..

Section 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana be and she is hereby authorized to negotiate such changes and modifications to that initial draft of that Lease Agreement as she determines necessary or appropriate for the operations of the recycling program at that location, and thereafter to execute that Lease Agreement on behalf of the City of West Monroe, Louisiana, together with being authorized to take any and all other actions deemed by her either necessary or appropriate to effectuate the lease of the property for its intended purpose.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in and legal session convened, voted on by yea and nay vote, passed and adopted the 16th day of April, 2024, the final vote being as follows:

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

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

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

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

ATTEST:

APPROVED THIS 16TH DAY OF  
APRIL, 2023.

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

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



## LEASE AGREEMENT

This **Lease Agreement** (“**Lease**”) is made and entered into as of April \_\_\_, 2024 (the “**Effective Date**”), by and between:

**CAMBRE HOLDINGS OF OUACHITA, LLC** (“**Lessor**”), a Louisiana limited liability company, herein represented by Charles W. Cambre III, its duly authorized Manager, the mailing address of which is 214 Dumas Road, West Monroe, LA 71292, and

**City of West Monroe** (“**Lessee**”), a municipality of the State of Louisiana, herein represented by its Honorable Mayor Staci Albritton Mitchell, duly authorized by ordinance no. \_\_\_ properly advertised and adopted by Lessee’s Board of Alderman, the mailing address of which is 2305 North 7th St., West Monroe, LA 71291,

who declared, acknowledged, and agreed as follows:

### RECITALS:

(i) Lessor is the owner of the immovable property bearing municipal address 607 Grantham Street in the City of West Monroe and having tax assessment number 24046 of Ouachita Parish Assessor’s office, as more particularly described on **Exhibit A**, and on which is situated the building depicted and generally platted as set forth on **Exhibit B** (such immovable property, the “**Property**”, and such building thereon, the “**Building**”).

(ii) Lessee desires to lease from Lessor on the terms and conditions provided below only the portion of such Property and Building that constitute the “**Leased Premises**,” as defined and described below, for use as an expanded recycling facility for the community and in fulfillment and compliance with provisions of a grant to the Lessee for such purposes by the U.S. Environmental Protection Agency (the “**EPA**,” and such grant, the “**Grant**”), and Lessor is willing to do so on such terms and conditions.

(iii) Lessor has previously leased the remaining portions of such Property and Building (such portions as defined and described below, the “**River City Premises**”) to River City Sheet Metal, Inc. (the “**Existing Tenant**”), a Louisiana corporation the principal

place of business of which is at 614 Grantham Street, under a prior lease (the “**Existing Lease**,” which term includes all amendments, extensions, and replacements of the same); accordingly, Lessor must reserve for such Lessor and Existing Tenant ingress and egress from Grantham Street, as more particularly described in section 1.2 below, and Lessee acknowledges and agrees to the same on the terms and conditions set forth below.

(iv) For such purposes and the benefits to each, Lessor and Lessee have made and entered into this Lease on the following terms and conditions:

**AGREED:**

**1. LEASED PREMISES**

1.1. Lessor hereby leases to Lessee the following described portions of the Property and Building:

Lessor and Lessee acknowledge and agree that Building on the Property has a floor to ceiling interior wall (the “**Interior Wall**”) located approximately twenty feet north of the southern end of the Building that separates the north end of the Building fronting on Grantham Street from the isolated bay at the south end of the Building closest to the main railroad tracks at the rear of the Building. The Interior Wall is generally depicted by a dotted line at the approximate location of the same on the plat and ariel photo of the Building on Exhibit B. Lessor will construct fences (the “**Fences**”) as an extension of the line of the Interior Wall from, and perpendicular to, the Building exterior wall to the existing fences on the east and west sides of the Property, as generally depicted by dotted lines on Exhibit B. The “**Leased Premises**” is the portion of the Building and Property north of the Interior Wall and the Fences to be constructed by Lessor. The portion of the Building and Property south of the Interior Wall and the Fences to be constructed by Lessor is the “**River City Premises**” that is shown by limited cross hatching on Exhibit B. The River City Premises is excluded from the Leased Premises.

1.2. Lessor reserves for Lessor, Existing Tenant, and their authorized agents, employees, contractors, representatives, and other invitees the unrestricted right of ingress and egress from Grantham Street across the Leased Premises on the existing driveways on both sides of the Building to the RC Premises 24 hours a day, 7 days of the week, throughout the term of the Lease, and Lessee expressly acknowledges and agrees to the

same. For such purposes, Lessor will provide a copy of the key to the locks on the existing gates and Lessee agrees that only such locks will be utilized on such gates throughout the term of the Lease, so that the Existing Tenant and its numerous employees that have a copies of such key will always be able unlock the gates to the Leased Premises to gain ingress and egress to the RC Premises overnight, on weekends, and at any other times. By utilizing the existing locks, Lessee will be able to lock the gates at any time without preventing unrestricted ingress and egress to Existing Tenant to the RC Premises at all times.

## 2. TERM

The term of this Lease shall be for a period of five (5) years, commencing on the Effective Date, and terminating at 11:59 p.m. on the day prior to the anniversary of the Effective Date in 2029.

## 3. RENT

The consideration for this Lease is the sum of **Two Hundred Forty Thousand Dollars (\$240,000.00)**, payable in sixty (60) consecutive monthly installments of Four Thousand Dollars (\$4,000.00) each, the first installment being due and payable on the Effective Date, and one installment being due and payable on or before the same day of each succeeding month thereafter during the term of this Lease. All payments will be made by electronic transfer to Lessor's designated account on or before the due date.

## 4. LESSEE'S ACCEPTANCE OF PROPERTY

Except as specifically provided in section 5.1. below, the Leased Premises is delivered to Lessee by Lessor in its existing condition on an "AS-IS" basis without any nature of construction work being performed by Lessor, and Lessee has inspected the Leased Premises and accepts the Leased Premises in such "AS-IS" condition. Taking

possession of the Leased Premises by Lessee shall be conclusive evidence that the Leased Premises is in good and satisfactory condition at the time such possession was taken.

## 5. ALTERATIONS AND IMPROVEMENTS.

5.1. Lessor and Lessee acknowledge and agree that promptly after the Effective Date, Lessor or Lessee will each begin to make and will each diligently pursue to completion the following alterations or improvements:

5.1.1. Lessor, at its expense, shall install the Fences described in Section 1 above, which will include gates on both sides of the Building to permit the Existing Tenant to enter the Existing Premises from either side of the Building.

5.1.2. Lessee, at its expense, will (i) paint the entire Building with a color selected by Lessee and approved by Lessor; and (ii) upgrade the electrical system as needed to accommodate its recycling equipment and conduct such business.

5.2. Should Lessee require any other alterations or improvements to the Leased Premises, the same shall not be made without the prior written consent of Lessor, which will not be unreasonably withheld.

5.3. Any and all alterations or improvements made by Lessee shall be made at Lessee's expense and shall be accomplished with due diligence, using first-class materials, in a good and workmanlike manner, and in compliance with all applicable laws of all governmental authorities. Lessee agrees to protect and hold Lessor harmless from any and all claims of laborers or materialmen for payment of sums due to them in connection with all improvements or alterations made to the Leased Premises by Lessee

5.4. Any and all alterations or improvements made by Lessee shall immediately become the property of Lessor without any claim for or payment of reimbursement by Lessor. Upon termination of the Lease, Lessee shall have no right to remove any such alterations or improvements and no obligation to repair and restore the Leased Premises



to the existing condition on the Effective Date; and Lessor shall have no obligation to pay Lessee any amount for the such alterations or improvements or for the enhanced value of the Building or Property, if any, as a result of the same.

## 6. MAINTENANCE AND REPAIRS

6.1. Lessee shall maintain a high degree of neatness and cleanliness. Lessee agrees to furnish and pay for all janitorial and cleaning maintenance services required for the Leased Premises and to maintain the grounds of the Leased Premises, including, without limiting the generality hereof, mowing of the grass, watering, maintenance of the shrubbery, and sweeping of the sidewalks and parking area of the Leased Premises. Lessee agrees not to leave trash outside the Leased Premises and store neatly any items that are required to be outside. All trash shall be kept in containers. Should Lessee be in default in the requirements of this provision, Lessor may, after five (5) days' notice to Lessee, remedy such default at Lessee's expense.

6.2. As a further consideration of the Lease, Lessee agrees to perform and bear at its cost any repairs required on the Leased Premises up to the amount of \$500.00 for each required repair, including, without limiting the generality hereof, the roof, structural members, foundation, parking areas, and sidewalks, electrical wiring, plumbing, air-conditioning and heating systems, and exterior and interior of the Leased Premises.

6.3. Additionally, Lessee, at its sole expense and without such limitation, shall also immediately repair and/or replace as needed any damages caused by Lessee or by its agents, employees, contractors, representatives, customers, or other invitees. Lessee shall make such repairs or replacement at its full cost and expense, notwithstanding the amount required to make such repairs or replacements.

6.4. Any such repairs by the Lessee shall be accomplished promptly, with first-class materials, in a good and workmanlike manner, and in compliance with all applicable laws

of all governmental authorities. If Lessee does not accomplish the repairs within five days of written notification by Lessor, Lessor may proceed with repairs and/or clean-up at Lessee's expense.

6.5. Lessor shall be responsible for the cost of repairs described in Section 6.2 that exceed the amount to be paid by Lessee for each required repair, and Lessor shall be responsible for the costs of all other repairs and for all replacements to the Leased Premises when repair is no longer effective, provided however, that Lessor shall have no responsibility for the cost of any repairs or replacements to remedy any damages described in Section 6.3 above.

#### **7. AD VALOREM TAXES**

Lessor shall pay all ad valorem property taxes assessed against the Property and Building. Lessee shall pay any and all ad valorem property taxes and assessments assessed against its furniture, fixtures, files, equipment, and inventory or any other personal property situated on the Leased Premises.

#### **8. INSURANCE.**

Lessor shall carry fire and storm and extended coverage insurance upon the Building in which the Leased Premises is situated. Lessee shall maintain at its expense owner's, Lessor, and Lessee liability insurance covering the contents of the Building, together with liability insurance to protect Lessor and Lessee from liability to employees of Lessee and to third persons on the Leased Premises. Such insurance shall contain combined single limit coverage of not less than \$1,000,000.00 and shall name Lessor as an additional insured on the Leased Premises. Certificates of Lessee's insurance coverage shall be furnished by Lessee to Lessor and shall provide that Lessor shall be given at least ten (10) days' prior written notice of cancellation.

In accordance with the waiver of subrogation clause of the standard Louisiana fire

insurance policy form, Lessor and Lessee do hereby waive any and all rights of recovery against each other and all persons for whose actions Lessor and Lessee are or might be responsible for insured loss occurring to property of Lessor or Lessee on the Leased Premises, as the case may be.

#### **9. HOLD HARMLESS AGREEMENT**

Lessee assumes full responsibility for the condition of the Leased Premises and hereby assumes all risk of damage to property or injury to persons, in, upon or about the Leased Premises arising from any cause, and Lessee hereby waives all claims in respect thereof against Lessor. This assumption of responsibility and liability shall be fully co-extensive with the legal responsibilities of Lessor (as lessor and as owner) as to all persons and property, and includes without limitation all liability assumable by a lessee under La. Rev. Stat. 9:3221. Lessor shall not be responsible for damage to property or injury to Lessee's property or business or to the property or person of any person whatsoever or any losses or damages or injuries, regardless of cause, including those caused by or resulting from vices or defects, latent or otherwise, that may now exist or hereafter arise in, on, about or to the Leased Premises or caused by or resulting from fire or other casualty or from disrepair, damage, or conditions necessitating repairs or replacements to, in, about or on the Leased Premises.

Lessee agrees to defend, indemnify and hold Lessor harmless from the foregoing and from any and all liability for injury, damage or loss that arises from the foregoing or other any cause, including the negligence of Lessee or its employees, agents, officers, contractors, or invitees. If suit is instituted against the Lessor, or Lessor is forced to defend against or settles a claim, demand or action regarding the same or alleging damage to property or injury to persons or any other loss or damage caused by or resulting from any accident or occurrence in, on, to or about the Leased Premises, Lessee agrees to defend,

indemnify and hold harmless Lessor from any and all expenses incurred by Lessor in connection with such suit, defense or settlement.

#### **10. UTILITIES**

Lessee shall pay for all costs of water, gas, electricity, sanitation, and other utilities, including all deposits, for the Leased Premises.

#### **11. SUBLEASE**

Lessee shall not have the right to assign or sublease the Leased Premises without the prior written consent of Lessor, which approval shall not be unreasonably withheld.

#### **12. DEFAULT AND REMEDIES**

In the event that Lessee violates any of the terms, conditions, or covenants of this Lease and such violation continues after ten (10) days notice and right to cure, then the Lessor shall have the option to immediately cancel this Lease without putting Lessee in default, Lessee to remain responsible for all damages or losses suffered by Lessor.

#### **13. TERMINATION OF LEASE UPON DESTRUCTION**

Should the Leased Premises be destroyed or become unusable as a result of casualty or damage for the purposes for which leased, this Lease shall terminate and the rights and obligations of both parties for the period after such destruction, casualty, or damage shall be extinguished thereby.

#### **14. NOTICES**

All notices under this Lease shall be sufficient if given personally, sent by overnight courier for next business day delivery, or mailed certified, return receipt requested, postage prepaid, to the addresses set forth above, or to any other address a party may provide in writing from time to time. Such notice shall be deemed to be received when delivered in the case of personal delivery, on the next business day after sending in case of delivery

by overnight courier for next business day delivery, or on the third business day after mailing in the case of certified mail. Lessee binds and obligates itself to deliver and surrender the Leased Premises at the expiration or termination of this Lease in as good a state and condition as Lessee received, subject only to reasonable wear and tear.

## 15. MISCELLANEOUS

15.1. Lessee binds and obligates itself to deliver and surrender the Leased Premises at the expiration or termination of this Lease in as good a state and condition as Lessee received, subject only to reasonable wear and tear.

15.2. Lessor reserves the right to post and keep posted on the Leased Premises during the ninety (90) days preceding the expiration of the term of this Lease signs indicating that the Leased Premises are for rent, and during such period, Lessee will allow potential tenants to visit the Leased Premises when properly authorized by Lessor.

15.3. Lessee represents and warrants that on the Effective Date all pre-requisites for its entry into this Lease have been properly accomplished and that the Lease is valid, binding, and enforceable against the City in accordance with its terms.

15.4. This Lease and the exhibits attached hereto constitute the sole and exclusive agreement between the parties with respect to the Leased Premises and supersedes any or all prior agreements. No amendment, modification, or revision of this Lease shall be effective unless in writing and executed by both parties.

## 16. NOTICE OF LEASE

Lessor and Lessee agree that this Lease shall not be filed of record, but in lieu thereof, at the request of either, Lessor and Lessee will execute a Notice of Lease, which may be filed by the requesting party at its expense in the conveyance records of the Clerk of Court of Ouachita Parish, Louisiana to give notice of the same.

## 16. EPA GRANT

This Lease is also subject to the provisions of the EPA Grant, but only to the extent such Grant is applicable to the Lease or to Lessor or Lessee. Lessee has provided a copy of the Grant to Lessor, which acknowledges receipt thereof, and Lessor and Lessee agree to be bound by the same to the extent applicable to each or to the obligations of each provided in this Lease.

In witness whereof, Lessor and Lessee have executed this Lease, in multiple counterparts that shall be combined as duplicate originals, on the dates set forth below, effective as of the Effective Date.

THUS DONE AND SIGNED in Ouachita Parish, Louisiana, by Lessor on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, effective as of the Effective Date set forth above, in the presence of the undersigned notary public and legal and competent witnesses.

WITNESSES:

CAMBRE HOLDINGS OF OUACHITA, LLC

\_\_\_\_\_  
Print Name of Witness: \_\_\_\_\_

By: \_\_\_\_\_  
Charles W. Cambre III, Manager

\_\_\_\_\_  
Print Name of Witness: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary ID No. \_\_\_\_\_  
NOTARY PUBLIC

THUS DONE AND SIGNED by Lessee in Ouachita Parish, Louisiana, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, effective as of the Effective Date set forth above, in the presence of the undersigned notary public and legal and competent witnesses.

WITNESSES: City of West Monroe.

Print Name of Witness: \_\_\_\_\_

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

Mayor Staci Albritton Mitchell

Print Name of Witness: \_\_\_\_\_

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

Notary ID No. \_\_\_\_\_

NOTARY PUBLIC

Attachments incorporated in and made a part of this Lease:

- Exhibit A:** Legal Description of Property on which Building is situated
- Exhibit B:** Depiction and Plat of Property and Building showing the Leased Premises

## EXHIBIT A

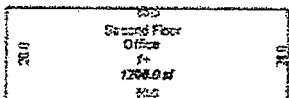
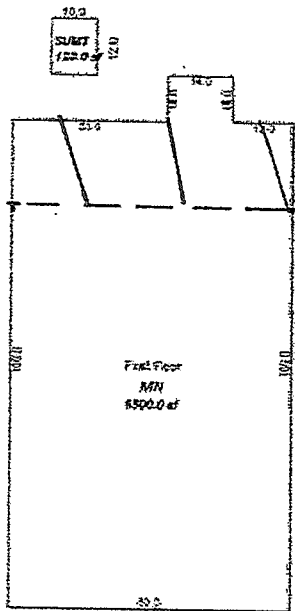
**Legal Description of "Property" on which the "Building" is situated, having municipal address 607 Grantham Rd., West Monroe, LA 71292, and Tax Assessment number 24046, only a portion of which Property and Building constitutes the "Leased Premises," which portion is as more particularly described in the Lease and as generally depicted on Exhibit B:**

Commencing at the NW corner of the SE 1/4 of the SW 1/4 of Section 33, T18N, R3E, thence run S00°05'E for 526.70 feet to the POINT OF BEGINNING being a point on the south right-of-way line of Grantham Street, thence along the south right-of-way line of Grantham Street along a curve to the right having a radius of 155.68 feet for a distance of 81.04 feet, thence continue along the south right-of-way line of Grantham Street along a curve to the left having a radius of 215.67 feet for a distance of 113.46 feet, thence continue along the south right-of-way line of Grantham Street N89°40'E for 60.54 feet to a point on the western right-of-way of an Illinois Central Railroad spur, thence along said Illinois Central Railroad spur along a curve to the left having a radius of 742.49 feet for 540.01 feet, thence N85°27'19"W for 553.13 feet, thence N00°05'W for 435.77 feet back to the POINT OF BEGINNING.

Said tract contains 3.22 acres of land and is located in Section 33, T18N, R3E, Parish of Ouachita, City of West Monroe, Louisiana.



**EXHIBIT**  
**B**



South



North

South by Southwest

\*\*\*\*\*



North



South

STATE OF LOUISIANA  
CITY OF WEST MONROE

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

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

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

AN ORDINANCE TO AMEND SECTION 2-3003 OF THE CODE OF ORDINANCES, CITY OF WEST MONROE, LOUISIANA, TO PROVIDE FOR AUTHORIZATION TO ACKNOWLEDGE ACCEPTANCE AND/OR APPROVAL ON BEHALF OF THE CITY OF CERTAIN DESCRIBED MATTERS IN CERTAIN APPROPRIATE CIRCUMSTANCES WHEN THERE IS NO DESIGNATED CITY ENGINEER AVAILABLE; TO PROVIDE THAT THIS AUTHORIZATION DOES NOT OTHERWISE MODIFY THE PROVISIONS OF THIS CODE, NOR OTHERWISE REDUCE OR ELIMINATE THE NECESSITY FOR APPROPRIATE PROFESSIONAL REVIEW; TO RATIFY ANY AND ALL PRIOR ACCEPTANCE AND/OR APPROVAL BY THESE METHODS WHICH HAVE OCCURRED SINCE MARCH 29, 2024; 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 Section 2-3003 of the Code of Ordinances, City of West Monroe, Louisiana, is hereby amended, to provide as follows:

**“Sec. 2-3003. Designation of city engineer; alternative method of approval.**

A. The mayor shall have the authority to select one or more duly licensed and qualified persons to serve as a city engineer for the City of West Monroe, and shall assign to such person(s) the duties as the mayor determines are either necessary or appropriate. The mayor shall also determine whether the position(s) shall be as an employee of the city, or whether the required services may be best provided as an independent contractor or independent agent; shall establish the compensation to be paid for the services to be performed; and shall establish and provide for all other terms, conditions and provisions of the engagement(s).

B. (i) At any time there is no selected or designated city engineer, or the city engineer is unable to act due to illness or other absence, conflict of interest, or other reason, then the Mayor (or, if authorized by the Mayor, the head of the Department of Building and Development) shall be authorized to sign in lieu of a City Engineer on behalf of the city in order to acknowledge acceptance and/or approval of any and all subdivision or other plats, or to acknowledge or provide other required acceptance and/or approval on behalf of the city in lieu of the signature of a City Engineer.

(ii) This authorization to sign in lieu of the signature of a City Engineer shall not otherwise modify the provisions of this code, nor otherwise reduce or eliminate either the necessity for appropriate professional review nor compliance with the provisions of this code.”

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 any and all action taken pursuant to the provisions mentioned above which have occurred on or after March 29, 2024 are hereby ratified and confirmed;

SECTION 3. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that if any provisions or

sections of this ordinance are held invalid, such invalidity should not affect the other provisions or sections of this ordinance which can be given in effect without the invalid provisions or sections, and to this end the provisions and sections of this ordinance are hereby declared severable;

SECTION 4. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that for cause determined to be in the best interests of the City of West Monroe and its citizens, this enactment shall be effective on April 17, 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 16<sup>th</sup> day of April, 2024, the final vote being as follows:

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

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

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

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

ATTEST:

APPROVED THIS 16TH DAY OF  
APRIL, 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 OF WEST MONROE, LOUISIANA, TO ACCEPT THE LOW BID SUBMITTED WHICH MEETS THE PLANS AND SPECIFICATIONS FOR THE PROJECT KNOWN AS “NEW DRAGO SANITARY SEWER FORCE MAIN IMPROVEMENTS (SOUTH 11TH STREET)” AND IS WITHIN THE ESTIMATED COST OF CONSTRUCTION, BEING THE BID OF CDE CONSTRUCTION, LLC FOR \$268,705.00; AND THEREAFTER TO ENTER INTO A CONSTRUCTION CONTRACT WITH CDE CONSTRUCTION, LLC, FOR THE CONSTRUCTION SERVICES IN CONNECTION WITH THE PROJECT “NEW DRAGO SANITARY SEWER FORCE MAIN IMPROVEMENTS (SOUTH 11TH STREET)”; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe accepts the low bid which met the plans and specifications for that work described as the ”New Drago Sanitary Sewer Force Main Improvements (South 11th Street)” project, being the bid of CDE Construction, LLC in the amount of \$268,705.00.

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, on behalf of the City of West Monroe, Louisiana, be and she is hereby authorized to enter into a construction contract with CDE Construction, LLC, for those construction services required for the “ New Drago Sanitary Sewer Force Main Improvements (South 11th Street)” project, all according to the terms, conditions and provisions set forth in the proposed contract, a copy of which is attached as Exhibit “A”.

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 Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to further negotiate and modify any further provisions of the referenced contract as she determines necessary or appropriate, and thereafter to execute such contract, together with executing any and all further documents determined to be either necessary or appropriate in conjunction with the contract authorized above, and to take any and all other actions either necessary or appropriate in order to comply the terms of that executed contract.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, passed and adopted the 16th day of April, 2024, the final vote being as follows:

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

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

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

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

ATTEST:

APPROVED THIS 16TH DAY OF  
APRIL, 2024

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

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

AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between

\_\_\_\_\_ The City of West Monroe \_\_\_\_\_, hereinafter called  
(Name of Owner)

"OWNER" and \_\_\_\_\_ CDE Construction, LLC \_\_\_\_\_, doing business as (an individual,) or (a partnership,) or (a corporation) hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the New Drago Sanitary Sewer Force Main (South 11<sup>th</sup> Street).

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete with same within 60 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. In default thereof, the Contractor shall be liable for liquidated damages in the amount of Two Hundred and No/100 (\$200.00) Dollars per calendar day of delinquency.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ 268,705.00, or as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) BID FORM
- (B) Agreement
- (C) General Conditions
- (D) Payment BOND
- (E) Performance BOND

- (F) DRAWINGS prepared by S. E. Huey Co. numbered 189138-00 thru 189138-D-01, signed and dated January 2024
- (G) SPECIFICATIONS prepared or issued by S. E. Huey Co. signed and dated January 2024.
- (H) ADDENDA:  
No. 1, dated April 4<sup>th</sup>, 2024

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrator, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (4) each of which shall be deemed an original on date  
(No. of Copies)

first above written.

(SIGNATURES ON FOLLOWING PAGE)

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

OWNER:

\_\_\_\_\_  
City of West Monroe

BY \_\_\_\_\_

Name Staci Albritton Mitchell  
(Please Type)

Title Mayor

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_  
CDE Construction, LLC

BY \_\_\_\_\_

Name Christopher Eichelberger  
(Please Print)

Address P.O. Box 470

\_\_\_\_\_  
Keithville, LA 71047



STATE OF LOUISIANA  
CITY OF WEST MONROE

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

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

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

AN ORDINANCE TO AUTHORIZE THE CITY OF WEST MONROE, LOUISIANA TO ISSUE AN UPDATED FEDERAL FUNDING COMMITMENT LETTER TO LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT REGARDING STATE PROJECT NO. H.015216, FEDERAL AID PROJECT NO. H015216, HIGHLAND SCHOOL AREA SIDEWALKS OUACHITA PARISH; TO AUTHORIZE EITHER THE MAYOR OR THE DESIGNATED RESPONSIBLE PERSON IN CHARGE TO EXECUTE THAT UPDATED FEDERAL FUNDING COMMITMENT LETTER AND ANY OTHER RELATED DOCUMENTS; AND TO CONTINUE TO UNDERTAKE ANY AND ALL FURTHER ACTIONS WHICH ARE NECESSARY, APPROPRIATE OR DESIRABLE IN ORDER TO CONTINUE TO MEET ANY AND ALL OTHER REQUIREMENTS RELATING TO THE AWARD OF THAT PROJECT, OR OTHERWISE TO CONTINUE TO FULFILL THE OBLIGATIONS OF THE CITY OF WEST MONROE, LOUISIANA, AS IT RELATES TO THE AGREEMENT; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Alderman of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe, Louisiana, is hereby authorized to issue an Updated Federal Funding Commitment Letter to Louisiana Department of Transportation and Development regarding State Project No. H.015216, Federal Aid Project No. H015216, Highland School Area Sidewalks Ouachita Parish, a copy of which is more fully set forth as the attached Exhibit “A”, and Staci Albritton Mitchell, Mayor, or Matthew Wilson, Finance Director, as the designated Responsible Person In Charge, is authorized to execute that updated Federal Funding Commitment Letter, with the City of West Monroe, Louisiana, here continuing to commit to and assume all obligations of “Entity” for all required costs reflected on that updated Federal Funding Commitment Letter.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Alderman of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized to continue to execute any and all further documents, authorizations or commitments, and to undertake any and all actions which are necessary, appropriate or desirable in order to meet any and all other requirements relating to the award of that project, or otherwise to fulfill the obligations of the City of West Monroe, Louisiana, as it relates to the original agreement.

The above Ordinance was read and considered by sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, this 16th day of April, 2024, the final vote being as follows:

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

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

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

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

ATTEST:

APPROVED THIS 16TH DAY OF  
APRIL, 2024

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

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



Road Design Section  
 Box 94245 | Baton Rouge, LA 70804-9245  
 ph: 225-379-1388 | fx: 225-379-1351



Jeff Landry, Governor  
 Joe Donahue, Secretary

City of West Monroe  
 2305 North 7<sup>th</sup> Street  
 West Monroe, LA 712915256

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

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

Phase	Local Match Percentage	Federal Percentage	Total
Conceptual Plans and Environmental Decision	100%	0%	100%
Preconstruction Engineering	100%	0%	100%
Right-of-Way Acquisition and Relocation	100%	0%	100%
Utility Relocation	100%	0%	100%
Construction Engineering & Inspection	100%	0%	100%
Construction (Original Limit)	20% - \$102,948.80	80% - \$411,795.20	100% - \$514,744.00
Construction (DOTD Approved Increase past Original Limit)	20%	80%	100%
Non-eligible/excess costs	100%	0%	100%
<b>Total</b>	<b>\$102,948.80</b>	<b>\$411,795.20</b>	<b>\$514,744.00</b>

Person in Responsible Charge Approval

Date

Printed Name of Person in Responsible Charge

*Cami A. Willett*

*4/12/2024*

DOTD TAP Program Manager

Date

Cc: Consultant Contract Services

STATE OF LOUISIANA  
CITY OF WEST MONROE

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

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

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

AN ORDINANCE TO AUTHORIZE THE CITY OF WEST MONROE, LOUISIANA TO ENTER INTO AN ENTITY/STATE AGREEMENT WITH THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT REGARDING STATE PROJECT NO. H.015921, FEDERAL AID PROJECT NO. H015921, WEST MONROE N. 6TH STREET SIDEWALKS OUACHITA PARISH; TO FURTHER AUTHORIZE THE MAYOR TO EXECUTE THAT ENTITY/STATE AGREEMENT AND ANY RELATED FUNDING COMMITMENT LETTER OR OTHER RELATED DOCUMENTS; AND TO FURTHER EXECUTE ANY ALL FURTHER DOCUMENTS, AUTHORIZATIONS, OR COMMITMENTS, AND TO UNDERTAKE ANY AND ALL ACTIONS WHICH ARE NECESSARY, APPROPRIATE OR DESIRABLE IN ORDER TO MEET ANY AND ALL OTHER REQUIREMENTS RELATING TO THE AWARD OF THAT PROJECT, OR OTHERWISE TO FULFILL THE OBLIGATIONS OF THE CITY OF WEST MONROE, LOUISIANA, AS IT RELATES TO THE AGREEMENT; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Alderman of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe, Louisiana, is hereby authorized to enter into an Entity/State Agreement with the Louisiana Department of Transportation and Development regarding State Project No. H.015921, Federal Aid Project No. H015921, West Monroe N. 6th Street Sidewalks Ouachita Parish, a copy of which is more fully set forth as the attached Exhibit “A”, and that Staci Albritton Mitchell, Mayor, be and she is hereby authorized to execute that Entity/State Agreement on behalf of the City of West Monroe, Louisiana, and she or other designated Responsible Person In Charge is authorized to further execute any and all documents either necessary or appropriate to reflect the approval by the City of West Monroe, Louisiana, including the required Federal Funding Commitment Letter attached as Exhibit “B”, with the City of West Monroe, Louisiana, here committing to and assuming all obligations of “Entity” for all required costs reflected on that funding commitment letter.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Alderman of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized to execute any and all further documents, authorizations or commitments, and to undertake any

and all actions which are necessary, appropriate or desirable in order to meet any and all other requirements relating to the award of that project, or otherwise to fulfill the obligation of the City of West Monroe, Louisiana, as it relates to the agreement.

The above Ordinance was read and considered by sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, this 16th day of April, 2024, the final vote being as follows:

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

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

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

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

ATTEST:

APPROVED THIS 16TH DAY OF  
APRIL, 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  
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

ENTITY/STATE AGREEMENT  
STATE PROJECT NO. H.015921  
FEDERAL AID PROJECT NO. H015921  
WEST MONROE N. 6TH STREET SIDEWALKS  
OUACHITA PARISH

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

**WITNESSETH:** That;

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

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

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

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

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

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

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

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

**ARTICLE I: PROJECT DESCRIPTION**

The improvement, hereinafter referred to as "Project," that is to be undertaken under this Agreement is to construct new and replace existing concrete sidewalks along North Sixth Street beginning at Clayton Street and ending at Travis Street, in West Monroe, Ouachita Parish, Louisiana.

For purposes of identification and record keeping, State and Federal Project Numbers have been assigned to this Project as follows: **State Project No. H.015921 and Federal Project No. H015921**. All correspondence and other documents pertaining to this project shall be identified with these project numbers.

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

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

**ARTICLE II: FUNDING**

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



<b>Funding Table<sup>1</sup></b>			
<b>Roadway Control Section 000-37</b>			
Method of Payment	Reimbursement		
	Percentage Funded By Entity	Percentage Funded By DOTD	Comments
Environmental Process	100%	0%	
Pre-Construction Engineering	100%	0%	
Rights-of-Way			
Appraisal/Valuation Services	100%	0%	
Appraisal Review	100%	0%	
Acquisition/Relocation Services	100%	0%	
Other Right of Way Services	100%	0%	
Permits Necessary for Project	100%	0%	
Utility Agreements (Clearance/Relocation) <sup>2</sup>	100%	0%	
Utility Permits	100%	0%	
Construction	20%	80%	
Construction Engineering and Inspection	100%	0%	
Construction Engineering Testing	100%	0%	
Non-Infrastructure Enhancements	100%	0%	

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

<sup>2</sup>Includes railroads

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

In addition, if DOTD manages a contract for an off-system (i.e., locally owned) route, the Entity will, in advance of DOTD entering into any contract for any Stage/Phase, be required to pay for DOTD's indirect costs associated with the administration of that contract, in proportion to the local share of the contract (as specified in the funding table).

The amount of indirect costs will be calculated based on DOTD's most current federally-approved administrative cost rate, which shall be applied to the cost of the contract. Entity may request in writing from the DOTD Project Manager an exemption from the obligation to pay a share of DOTD's indirect costs.

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

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

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

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

All charges shall be subject to verification, adjustment, and/or settlement by DOTD's Audit Section. Before final payment is recommended by DOTD, all supporting documentation shall conform to DOTD policies and procedures. The Entity shall submit all final billings

for all Stage/Phases of work within 90 days after the completion of the period of performance of this agreement. Failure to submit these billings within the specified 90 day period shall result in the Project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Entity. The Entity shall reimburse DOTD any and all amounts for services which are cited by DOTD as being noncompliant with federal/state laws and/or regulations. The cited amounts which are reimbursed by the Entity will be returned to the Entity upon clearance of the citation(s).

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

### **ARTICLE III: PROJECT RESPONSIBLE CHARGE**

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

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation;
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project.

- Review QA/QC forms, Constructability/Biddability Review form, and all other current DOTD quality assurance documents.

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

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

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

#### **ARTICLE IV: PERIOD OF PERFORMANCE**

If the Tables indicate that State or Federal funds are used for an authorized Stage/Phase of the project, a period of performance is required for the authorized Stage/Phase. As per 2 CFR 200.309, the Period of Performance is a period when project costs can be incurred; specifically, a project Stage/Phase authorization start and end date. Any additional costs incurred after the end date are not eligible for reimbursement. The Project Manager will send the LPA a Period of Performance written notification which will provide begin and end dates for each authorized project Stage/Phase and any updates associated with the dates.

## ARTICLE V: CONSULTANT SELECTION

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

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

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

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

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

## ARTICLE VI: ENVIRONMENTAL PROCESS

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

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

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

#### **ARTICLE VII: PRE-CONSTRUCTION ENGINEERING**

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

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

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

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

For projects including lighting systems, the Entity will execute a lighting agreement. The

Entity shall also provide DOTD with documentation of the utility/electrical service account in the Entity's name where projects are built on state rights-of-way.

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

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

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

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

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

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

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

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

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

If the Responsibility Table indicates that parcels of land shall be acquired by DOTD as right-of-way for the Project and if the roadway shall not remain in the State Highway System after completion and acceptance of the Project, these parcels shall be transferred by DOTD, in full ownership, to the Entity, upon the Final Acceptance of the Project by the

DOTD Chief Engineer. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the Entity's road system and the assumption by the Entity of the obligations to maintain and operate the property and its improvements, if any, at its sole cost and expense.

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

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

#### **ARTICLE X: PERMITS**

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

#### **ARTICLE XI: UTILITY RELOCATION/RAILROAD COORDINATION**

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

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

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

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

The responsible party, as defined in the Responsibility Table, shall be obligated to issue any permits or otherwise authorize any utility companies or railroads that are relocating



into project right-of-way in connection with the Project.

## **ARTICLE XII: BIDS FOR CONSTRUCTION**

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

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

## **ARTICLE XIII: CONSTRUCTION ENGINEERING AND INSPECTION**

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

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

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

DOTD will assign a representative from a District Office to serve as the District Project Coordinator during project construction. The District Project Coordinator will make

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

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

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

sole discretion, if appropriate and if requested by the Entity, perform testing at its Material Testing lab.

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

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

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

#### **ARTICLE XIV: SUBCONTRACTING**

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

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

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

## **ARTICLE XV: DBE REQUIREMENTS**

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

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

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

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

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

The above requirements shall be included in all contracts and/or subcontracts entered into by the Entity or its contractor/consultant.

## **ARTICLE XVI: DIRECT AND INDIRECT COSTS**

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

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

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

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

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

## **ARTICLE XVII: RECORD RETENTION**

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

For all Stage/Phases for which the Entity is designated as being responsible, as per the

Responsibility Table, the final invoice and audit shall be delivered to DOTD.

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

(a) If any litigation, claim, or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the Entity is notified in writing by FHWA, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through Entity to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

#### **ARTICLE XVIII: CANCELLATION**

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

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

under applicable federal law, then the Project will be cancelled and all expended Federal funds must be refunded to DOTD.

6. Failure to comply with the requirements of state or federal law, including 2 C.F.R. 200 and Title 23 of the U.S. Code.

#### **ARTICLE XIX: COMPLIANCE WITH CIVIL RIGHTS**

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

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

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

#### **ARTICLE XX: INDEMNIFICATION**

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

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

## **ARTICLE XXI: CONSTRUCTION, FINAL INSPECTION AND MAINTENANCE**

### **Construction— DOTD**

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

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

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

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

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

### **Construction— Entity**

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

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



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

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

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

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

#### **ARTICLE XXII: COMPLIANCE WITH LAWS**

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

#### **ARTICLE XXIII: VENUE**

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

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

**CITY OF WEST MONROE**

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

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

72-6001497  
\_\_\_\_\_  
Taxpayer Identification Number

TKPGRPA6GCE9  
\_\_\_\_\_  
Unique Entity ID Number

20.205  
\_\_\_\_\_  
Assistance Listing Number (ALN)

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

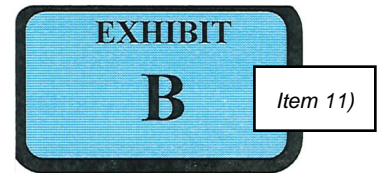
BY: \_\_\_\_\_  
Secretary

**RECOMMENDED FOR APPROVAL:**

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



Office of the Secretary  
 PO Box 94245 | Baton Rouge, LA 70804-9245  
 ph: 225-379-1232 | fx: 225-379-1863



Jeff Landry, Governor  
 Joe Donahue, Secretary

Matthew Wilson  
 City of West Monroe  
 2305 W. 7<sup>th</sup> St.  
 West Monroe, LA 71291

RE: Federal Funding Commitment Letter  
 S. P. No. H.015921  
 West Monroe N. 6<sup>th</sup> Street Sidewalks  
 Ouachita Parish

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

Phase	Local Match Percentage	Federal Percentage	Total
Conceptual Plans and Environmental Decision	100%	0%	100%
Preconstruction Engineering	100%	0%	100%
Right-of-Way Acquisition and Relocation	100%	0%	100%
Utility Relocation	100%	0%	100%
Construction Engineering & Inspection	100%	0%	100%
Construction (Original Limit)	20% - \$150,000	80% - \$600,000	100% - \$750,000
Construction (DOTD Approved Increase past Original Limit)	20%	80%	100%
Non-eligible/excess costs	100% - \$290,370	0%	100% - \$290,370
<b>Total</b>	<b>\$440,370</b>	<b>\$600,000</b>	<b>\$1,040,370</b>

Responsible Person In Charge Approval \_\_\_\_\_ Date \_\_\_\_\_

Printed Name of Responsible Person \_\_\_\_\_

*Cassie A. Wiebelt* \_\_\_\_\_ *3/25/2024*

DOTD TAP Program Manager \_\_\_\_\_ Date \_\_\_\_\_

Cc: Consultant Contract Services



## INFRASTRUCTURE PROJECT UPDATE

April 16, 2024

<b>UNDER CONSTRUCTION</b>			
<b>Project</b>	<b>Description</b>	<b>Funding</b>	<b>Status</b>
Otis Street (Urban Systems)	Mill & Overlay, add bike/ped path.	Urban Systems (80/20)	Punchlist item and final change order remain.
DRA: Cypress/Slack Sanitary Sewer Improvements	Replacement of sanitary sewer lines in the vicinity of Cypress Street.	DRA/City	Contractor has performed additional investigation of final punch list item. Corrective action to be determined.
New Kiroli Road Bridge (North)	Replacement of bridge on Kiroli Road with box culverts.	Capital Outlay	Punch list items and permanent striping next week.
Flanagan Street Water Main Replacement	Replacement of existing 4" W.M. along Flanagan with a 6" W.M.	CWEF/City	Construction underway.
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	Contract awarded to McLemore Service Contractors, LLC.
Industrial Park Drainage Improvements (EDA)	Drainage improvements including cross drains, piping, and ditches.	EDA/City	Conducted final walk-through 4/3. Working on punch list items.

**Project Classifications**

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

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



IN DESIGN			
Project	Description	Funding	Status
Kiroli Sidewalk Project	Install new sidewalks along Kiroli Road from Post Oak Apartments to Arkansas Road. Install pedestrian crossing at Kiroli Elementary.	DOTD TAP (80/20)	Additional \$500,000 from TAP approved (4/15).
Black Bayou Canal - 2016 Flood Damage Repairs	Repair concrete canal near Assembly and Wal Mart.	EDA/FEMA/ City	EDA awarding \$1.7 million.
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 permitting underway.
Crosley Street Rehabilitation	Mill & Overlay with sidewalk replacement, from Trenton St. to N. 7th Street.	Urban Systems (80/20)	Design Phase.
Highland School Area Sidewalks	Construction of sidewalks along Arlene Street to provide a safe pedestrian route to school.	LaDOTD/City	100% Final plans have been submitted.
Mane Street Rehabilitation Phase 2 (Urban Systems)	Mill & Overlay Mane Street from Downing Pines Rd to Interchange.	Urban Systems (80/20)	Pre-construction meeting is tentatively scheduled for May 1st. Construction should begin next month.
New Drago Sanitary Sewer Lift Station	New sanitary sewer lift station to replace Drago LS. Funding from Capital Outlay and La Water Sector Program.	WSP/LaFPC/ City	Plans are complete. Property acquisition underway. Rate study underway.
New Austin Sanitary Sewer Lift Station	New sanitary sewer lift station to replace Austin LS.	EDA/City	Design Phase.
Arkansas Rd. Utility Relocation	Relocation of water and sewer lines ahead of street rehabilitation project.	City	DOTD & DHH permit approved. Final bid set preparation 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	Design 90%. Final plan with City review underway. Irrigation changes to be incorporated.
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% Preliminary plans submitted to DOTD for review.
Downtown - Trenton/Wood Sewer	Sewer line improvements.	City	Plans complete. Waiting to receive prices back from Contractors on April 26th.
Mid-City Drainage (Fed Approp/FEMA-PDM)	Drainage improvements between Trenton Street and Black Bayou Canal. (\$2.4m Award)	FEMA/City	FEMA consultant performing Environmental Assessment. Survey/Preliminary Design Phase.
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	CEA executed. Engineering contract is being prepared (5/7).
2023 DOTDTAP: N 6th Street Sidewalks	Construction of sidewalks along N 6th Street, from WMHS to Clayton Street.	LaDOTD/City	Preliminary engineering/surveying underway.
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	Recommendation to award contract to CDE Construction, LLC (4/16).
McMillan Rd. Lift Station Rehabilitation	Replacement of pumps and piping at the McMillan Rd. sanitary sewer lift station.	LGAP/City	LGAP agreement received. Funding reallocation approved by LGAP. Preparing LDH submittal.
Phillips Street Water Main FY22-23 CWF	Replacement of an aging 6" AC W.M. along Phillips between Cherry Street to the east side of Ned Street.	CWF/City	Permits approved. CWF contract execution underway.
Black Bayou Pump Station - Pump Replacement	Replacement of pumps.	FEMA/City	\$5M application has been endorsed by GOHSEP (State) and forwarded to FEMA for consideration.
Black Bayou Pump Station Improvements	New pumps, housing, and generator. (\$10 million)	LWI/City	City has received conditional letter of award for \$10M. LWI preparing agreement.

**Project Classifications**

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

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



**APRIL 16, 2024**  
**WEST MONROE CITY COUNCIL MEETING**  
**ENGINEERING UPDATE**  
**L&A, INC. PROJECT NO. 24E038.00**

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

- Preparing Construction Plans for walking trail portion
- Tennis Court plans complete, bid opening May 14, 2024

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

- Topographic Survey complete
- Preparing construction plan set

**Natchitoches Street Cross Drain Replacement – City Project No. C23007**

- Bentz Construction Group low bidder at \$120,964.35
- Contractor getting Contract, bonds & insurance back to the City

**North 3<sup>rd</sup> Street Improvements – City Project No. C23013**

- Bentz Construction Group low bidder at \$514,586.20
- Contractor getting Contract, bonds & insurance back to the City

**Stella Mill Street Gravity Sewer Main Rehabilitation (1 Mill Street, Thrift Store)**

- Construction substantially complete, schedule final inspection

**Stella Street Gravity Sewer Main Rehabilitation (710 Stella Street, near J Russell)**

- Recently checked with pipe bursting contractors' on their work load, they are still booked up for approximately one month, will follow up with them in approximately two weeks
- Estimated construction cost is \$127,000

**Wood Street Sidewalk Repairs**

- Review with Mayor's office to establish project limits & design to be in accordance with the City's ADA transition plan.

**Gulpha Drive Ditch Stabilization**

- Topo surveying ditch area in order to determine options available for stabilization & estimate costs for those options

**Downing Pines Roadside Ditch Stabilization**

- Topo surveying ditch area in order to determine options available for stabilization & estimate costs for those options

**Sewer Point Repair at South 5th Street Intersection with Coleman Avenue**

- Preparing to topo survey/locate utilities
- Prepare plans for sewer improvements including manhole rehabilitation, repair 8 inch gravity main, and repair concrete pavement.

**Various Appropriations Requests for funding**

- Working with the Mayor's office for various funding requests
- Federal Programs – DRA, Representative Julia Letlow Office
- State Programs – Direct Funding from surplus

City of West Monroe  
 REVENUE REPORT  
 75% OF YEAR LAPSED

City of West Monroe

FUND 001 General Fund		***** CURRENT *****			***** YEAR-TO-DATE *****			ANNUAL	UNREALIZED
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
310	Taxes								
311	Property Tax								
10 00	Real Property	100,000	71,343.10	71	900,000	1,187,929.43	132	1,200,000	12,070.57
311	** Property Tax	100,000	71,343.10	71	900,000	1,187,929.43	132	1,200,000	12,070.57
313	Sales & Use Tax								
00 00	Sales & Use Tax	1,666,667	3,081,472.07	185	15,000,003	14,870,188.01	99	20,000,000	5,129,811.99
10 00	Auto Rental Tax	1,500	3,105.97	207	13,500	18,452.61	137	18,000	452.61-
313	** Sales & Use Tax	1,668,167	3,084,578.04	185	15,013,503	14,888,640.62	99	20,018,000	5,129,359.38
316	Gross Receipts Business								
10 61	Insurance Premiun Tax	43,000	217,013.02	505	387,000	313,509.69	81	516,000	202,490.31
316	** Gross Receipts Business	43,000	217,013.02	505	387,000	313,509.69	81	516,000	202,490.31
318	Other Taxes								
20 10	CATV	12,583	.00		113,247	67,839.41	60	151,000	83,160.59
20 15	ATMOS Gas	8,333	.00		74,997	51,559.45	69	100,000	48,440.55
20 20	Entergy	75,000	.00		675,000	374,117.92	55	900,000	525,882.08
20 *	Franchise Tax	95,916	.00		863,244	493,516.78	57	1,151,000	657,483.22
318	** Other Taxes	95,916	.00		863,244	493,516.78	57	1,151,000	657,483.22
319	Penalties and Interest								
10 10	Property Tax	50	2,897.46	5795	450	4,268.80	949	600	3,668.80-
10 60	Occupational License	458	1,355.27	296	4,122	2,180.62	53	5,500	3,319.38
10 61	Insurance	13	.00		117	.00		150	150.00
10 *	Taxes	521	4,252.73	816	4,689	6,449.42	138	6,250	199.42-
319	** Penalties and Interest	521	4,252.73	816	4,689	6,449.42	138	6,250	199.42-
310	*** Taxes	1,907,604	3,377,186.89		17,168,436	16,890,045.94		22,891,250	6,001,204.06
320	Licenses and Permits								
321	Business Licenses								
10 10	Alcoholic Beverages	2,208	750.00	34	19,872	25,300.25	127	26,500	1,199.75
10 60	Occupational	75,000	194,953.44	260	675,000	907,550.34	135	900,000	7,550.34-
10 *	Business Licenses	77,208	195,703.44	254	694,872	932,850.59	134	926,500	6,350.59-
20 10	Contractor Certificate	1,417	1,575.00	111	12,753	15,225.00	119	17,000	1,775.00
321	** Business Licenses	78,625	197,278.44	251	707,625	948,075.59	134	943,500	4,575.59-



City of West Monroe  
 REVENUE REPORT  
 75% OF YEAR LAPSED

City of West Monroe

FUND 001 General Fund		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
322	Nonbusiness								
10 10	Building	6,417	2,874.19	45	57,753	67,192.07	116	77,000	9,807.93
10 20	Electrical	1,333	996.00	75	11,997	14,054.00	117	16,000	1,946.00
10 25	Plumbing	3,750	6,665.43	178	33,750	117,022.74	347	45,000	72,022.74-
10 35	Heat & Air	583	1,275.00	219	5,247	7,674.00	146	7,000	674.00-
10 40	Mobile Home	13	.00		117	100.00	86	150	50.00
10 *	Inspection Permits	12,096	11,810.62	98	108,864	206,042.81	189	145,150	60,892.81-
20 20	ROW Usage	292	.00		2,628	3,250.00	124	3,500	250.00
20 *	Special Permits	292	.00		2,628	3,250.00	124	3,500	250.00
322 **	Nonbusiness	12,388	11,810.62	95	111,492	209,292.81	188	148,650	60,642.81-
320 ***	Licenses and Permits	91,013	209,089.06		819,117	1,157,368.40		1,092,150	65,218.40-
330	Intergovernmental Revenue								
331	Federal Grants								
18 00	Section 8	18,750	.00		168,750	.00		225,000	225,000.00
331 **	Federal Grants	18,750	.00		168,750	.00		225,000	225,000.00
332	Ouachita Parish								
10 00	Court Support	1,917	1,916.67	100	17,253	21,376.53	124	23,000	1,623.47
332 **	Ouachita Parish	1,917	1,916.67	100	17,253	21,376.53	124	23,000	1,623.47
334	State Revenue								
14 00	LA Hwy Safety Commission	7,250	22,174.98	306	65,250	90,586.06	139	87,000	3,586.06-
29 00	DOTD	896	.00		8,064	5,375.00	67	10,750	5,375.00
90 10	State Signal Light	1,867	.00		16,803	11,200.00	67	22,400	11,200.00
90 12	Misc Rev	417	.00		3,753	.00		5,000	5,000.00
90 15	State Street Maint	1,542	.00		13,878	9,152.50	66	18,500	9,347.50
90 *	Other State Rev	3,826	.00		34,434	20,352.50	59	45,900	25,547.50
334 **	State Revenue	11,972	22,174.98	185	107,748	116,313.56	108	143,650	27,336.44
335	State Shared Revenues								
10 70	Beer Tax	1,667	.00		15,003	6,135.47	41	20,000	13,864.53
10 90	Fire Insurance 2%	8,333	.00		74,997	85,585.70	114	100,000	14,414.30
10 *	Taxes	10,000	.00		90,000	91,721.17	102	120,000	28,278.83
335 **	State Shared Revenues	10,000	.00		90,000	91,721.17	102	120,000	28,278.83
330 ***	Intergovernmental Revenue	42,639	24,091.65		383,751	229,411.26		511,650	282,238.74

City of West Monroe  
 REVENUE REPORT  
 75% OF YEAR LAPSED

City of West Monroe

FUND 001 General Fund		ACCOUNT	***** ESTIMATED	CURRENT ACTUAL	***** %REV	***** ESTIMATED	YEAR-TO-DATE ACTUAL	***** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		Charges for Services								
341		General Government								
	10 15	City Attorney Work Rev	1	.00		9	.00		13	13.00
	10 *	Court	1	.00		9	.00		13	13.00
	30 10	Zoning Fee	417	1,695.00	407	3,753	4,545.00	121	5,000	455.00
	30 *	Zoning	417	1,695.00	407	3,753	4,545.00	121	5,000	455.00
	50 *	Community Development	0	.00		0	.00		0	.00
341	**	General Government	418	1,695.00	406	3,762	4,545.00	121	5,013	468.00
342		Public Safety								
	10 *	Jail Revenue	0	.00		0	.00		0	.00
	15 10	Police Fees	608	282.50	47	5,472	2,112.00	39	7,300	5,188.00
	15 12	Bonds & Surrety	1,250	1,035.00	83	11,250	10,735.00	95	15,000	4,265.00
	15 13	Metro Reimbursement	2,917	.00		26,253	19,799.99	75	35,000	15,200.01
	15 15	Miscellaneous Rev	333	705.00	212	2,997	6,545.00	218	4,000	2,545.00-
	15 19	Drug Forfeiture Rev	500	.00		4,500	18,179.89	404	6,000	12,179.89-
	15 *	Police	5,608	2,022.50	36	50,472	57,371.88	114	67,300	9,928.12
	20 10	Service Charge	417	.00		3,753	1,935.00	52	5,000	3,065.00
342	**	Public Safety	6,025	2,022.50	34	54,225	59,306.88	109	72,300	12,993.12
343		Charges for Services								
	10 00	Grass Cut	1,667	6,175.00	370	15,003	24,695.00	165	20,000	4,695.00-
	12 00	Demolition	1,250	.00		11,250	22,631.00	201	15,000	7,631.00-
	13 00	Electricity charging sale	0	.00		0	65.46		0	65.46-
	14 05	CE Trash Removal	42	.00		378	325.00	86	500	175.00
	14 10	Express Trash Service	17	.00		153	25.00	16	200	175.00
	14 *	Trash Removeal	59	.00		531	350.00	66	700	350.00
	15 00	CE Structure Security	67	.00		603	4,775.00	792	800	3,975.00-
	16 00	Administration Fee	833	1,045.00	126	7,497	13,909.95	186	10,000	3,909.95-
343	**	Charges for Services	3,876	7,220.00	186	34,884	66,426.41	190	46,500	19,926.41-
344		Sanitation								
	10 30	Garbage	80,417	79,819.09	99	723,753	721,265.41	100	965,000	243,734.59
	10 35	Excess Trash Rev	6,250	7,588.00	121	56,250	59,071.00	105	75,000	15,929.00
	10 *	Utilities	86,667	87,407.09	101	780,003	780,336.41	100	1,040,000	259,663.59
344	**	Sanitation	86,667	87,407.09	101	780,003	780,336.41	100	1,040,000	259,663.59

City of West Monroe  
 REVENUE REPORT  
 75% OF YEAR LAPSED

City of West Monroe

FUND 001 General Fund		***** CURRENT *****			***** YEAR-TO-DATE *****			ANNUAL	UNREALIZED
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
345	Health & Safety								
345 **	Health & Safety	0	.00		0	.00		0	.00
346	Community Development								
10 10	Activity Revenue	292	450.00	154	2,628	6,910.00	263	3,500	3,410.00-
10 12	Misc Revenue	83	37.00	45	747	294.00	39	1,000	706.00
10 14	Program Revenue	8	.00		72	49.00	68	100	51.00
10 *	Community Center	383	487.00	127	3,447	7,253.00	210	4,600	2,653.00-
346 **	Community Development	383	487.00	127	3,447	7,253.00	210	4,600	2,653.00-
347	Culture & Recreation								
10 02	Entrance Fees	6,667	13,550.00	203	60,003	50,831.50	85	80,000	29,168.50
10 03	Season Pass	1,125	1,800.00	160	10,125	11,371.00	112	13,500	2,129.00
10 06	Shelter Rent Fees	1,917	4,465.00	233	17,253	19,630.00	114	23,000	3,370.00
10 08	Other Facility Rent Fees	250	.00		2,250	150.00	7	3,000	2,850.00
10 10	Concessions	142	215.25	152	1,278	1,293.94	101	1,700	406.06
10 90	Miscellaneous Revenue	267	412.50	155	2,403	3,073.92	128	3,200	126.08
10 *	Kiroli Park	10,368	20,442.75	197	93,312	86,350.36	93	124,400	38,049.64
13 *	Restoration Park	0	.00		0	.00		0	.00
15 *	Lazarre Park	0	.00		0	.00		0	.00
20 10	Facility Rent	583	3,690.00	633	5,247	10,300.00	196	7,000	3,300.00-
20 11	Memberships	1,667	799.45	48	15,003	12,390.24	83	20,000	7,609.76
20 12	Concessions	758	729.18	96	6,822	5,300.78	78	9,100	3,799.22
20 15	Program Revenue	5,000	11,100.00	222	45,000	48,864.25	109	60,000	11,135.75
20 *	Recreation Center	8,008	16,318.63	204	72,072	76,855.27	107	96,100	19,244.73
30 15	Booth Rental	833	.00		7,497	5,725.00	76	10,000	4,275.00
30 20	Pea Sheller	333	.00		2,997	3,811.00	127	4,000	189.00
30 21	Pecan Sheller	375	270.00	72	3,375	10,172.00	301	4,500	5,672.00-
30 25	Freezer Rental	375	.00		3,375	4,914.00	146	4,500	414.00-
30 30	Misc Revenue	42	.00		378	229.00	61	500	271.00
30 *	Farmer's Market	1,958	270.00	14	17,622	24,851.00	141	23,500	1,351.00-
40 11	Equipment Rental	2,917	2,514.25	86	26,253	20,761.50	79	35,000	14,238.50
40 12	Concessions	667	1,305.79	196	6,003	14,920.58	249	8,000	6,920.58-
40 13	Deposit Forfieture	417	275.00	66	3,753	775.00	21	5,000	4,225.00
40 14	Catering	833	430.08	52	7,497	11,439.13	153	10,000	1,439.13-

City of West Monroe  
 REVENUE REPORT  
 75% OF YEAR LAPSED

City of West Monroe

FUND 001 General Fund		***** CURRENT *****			***** YEAR-TO-DATE *****			ANNUAL	UNREALIZED
ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	ESTIMATE	BALANCE	
40 15	Interagency Promotion	125	.00		1,125	1,451.11	129	1,500	48.89
40 16	Outside Caterer Fee	2,500	242.75	10	22,500	20,196.46	90	30,000	9,803.54
40 18	Room Rental	7,083	8,125.00	115	63,747	78,740.00	124	85,000	6,260.00
40 19	Special Events	50	99.00	198	4,450	3,376.75	750	600	2,776.75-
40 20	Beverage Revenue	1,083	383.32	35	9,747	19,109.83	196	13,000	6,109.83-
40 *	Convention Center	15,675	13,375.19	85	141,075	170,770.36	121	188,100	17,329.64
45 10	Equine Event Rental	11,667	.00		105,003	78,200.00	75	140,000	61,800.00
45 11	Rental Forfeiture	50	.00		450	.00		600	600.00
45 12	Stall Rentals	15,833	.00		142,497	86,075.00	60	190,000	103,925.00
45 13	Shavings Sales	17,500	.00		157,500	75,610.50	48	210,000	134,389.50
45 14	Other Event Rental	8,333	9,650.00	116	74,997	52,350.00	70	100,000	47,650.00
45 16	RV Space Rental	10,417	11,120.00	107	93,753	46,570.00	50	125,000	78,430.00
45 17	Concessions	12,500	18,858.96	151	112,500	124,121.60	110	150,000	25,878.40
45 18	Equipment Rental	4,500	415.54	9	40,500	24,564.67	61	54,000	29,435.33
45 19	Interagency Promotion	125	2,200.00	1760	1,125	2,200.00	196	1,500	700.00-
45 22	Security	1,083	2,400.00	222	9,747	4,880.00	50	13,000	8,120.00
45 25	Beverage Sales	167	.00		1,503	13,477.00	897	2,000	11,477.00-
45 *	Ike Hamilton Expo Center	82,175	44,644.50	54	739,575	508,048.77	69	986,100	478,051.23
347 **	Culture & Recreation	118,184	95,051.07	80	1,063,656	866,875.76	82	1,418,200	551,324.24
348 20 10	Public Works Street Cuts	50	.00		450	350.00	78	600	250.00
348 **	Public Works	50	.00		450	350.00	78	600	250.00
340 ***	Charges for Services	215,603	193,882.66		1,940,427	1,785,093.46		2,587,213	802,119.54
350	Fines								
351	Court Fines								
10 10	City Court Fines	19,167	27,855.19	145	172,503	149,182.39	87	230,000	80,817.61
10 12	General Court Costs	2,500	3,090.00	124	22,500	33,804.00	150	30,000	3,804.00-
10 18	DWI Fines	2,533	3,745.24	148	22,797	29,483.72	129	30,400	916.28
10 20	DWI Special Cost	292	533.00	183	2,628	3,781.00	144	3,500	281.00-
10 *	Court	24,492	35,223.43	144	220,428	216,251.11	98	293,900	77,648.89
351 **	Court Fines	24,492	35,223.43	144	220,428	216,251.11	98	293,900	77,648.89
352	Fees								
352 **	Fees	0	.00		0	.00		0	.00
350 ***	Fines	24,492	35,223.43		220,428	216,251.11		293,900	77,648.89

City of West Monroe  
 REVENUE REPORT  
 75% OF YEAR LAPSED

City of West Monroe

FUND 001 General Fund		***** CURRENT *****			***** YEAR-TO-DATE *****			ANNUAL	UNREALIZED
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
360	Invstmnts,Rents,Contribut								
361	Investment Earnings								
10 00	Interest Revenue	1,667	28,011.17	1680	15,003	189,293.58	1262	20,000	169,293.58-
10 10	General Govt	0	.00		0	21,690.70		0	21,690.70-
10 *	Interest Revenue	1,667	28,011.17	1680	15,003	210,984.28	1406	20,000	190,984.28-
361	** Investment Earnings	1,667	28,011.17	1680	15,003	210,984.28	1406	20,000	190,984.28-
362	Rents and Royalties								
10 00	Rent of Office Space	283	250.00	88	2,547	2,250.00	88	3,400	1,150.00
20 10	Energy Lease Royalties	1,667	381.78	23	15,003	5,857.45	39	20,000	14,142.55
30 15	ATM	33	41.00	124	297	1,578.00	531	400	1,178.00-
30 *	Leases	33	41.00	124	297	1,578.00	531	400	1,178.00-
362	** Rents and Royalties	1,983	672.78	34	17,847	9,685.45	54	23,800	14,114.55
363	Escheats								
10 00	Sales of Recyclables	1,100	1,321.98	120	9,900	6,795.05	69	13,200	6,404.95
363	** Escheats	1,100	1,321.98	120	9,900	6,795.05	69	13,200	6,404.95
364	Contributions / Donations								
12 00	Expo Center Contributions	0	.00		0	29.00		0	29.00-
30 00	Private Contributions	250	4,950.00-	1980	2,250	98,437.50	4375	3,000	95,437.50-
364	** Contributions / Donations	250	4,950.00-	1980	2,250	98,466.50	4376	3,000	95,466.50-
360	*** Invstmnts,Rents,Contribut	5,000	25,055.93		45,000	325,931.28		60,000	265,931.28-
390	Other Financing Sources								
391	Interfund Transfers In								
391	** Interfund Transfers In	0	.00		0	.00		0	.00
392	Proceeds from Asset Disp								
10 00	Sale of Assets	41,667	10,000.00	24	375,003	799,601.12	213	500,000	299,601.12-
20 00	Comp on Loss of Cap Asset	0	.00		0	97.49		0	97.49-
392	** Proceeds from Asset Disp	41,667	10,000.00	24	375,003	799,698.61	213	500,000	299,698.61-
393	Gen Long Term Debt Issued								
10 00	General Obligation Bonds	0	.00		0	14.98-		0	14.98
393	** Gen Long Term Debt Issued	0	.00		0	14.98-		0	14.98

City of West Monroe

FUND 001 General Fund		***** CURRENT *****			***** YEAR-TO-DATE *****			ANNUAL	UNREALIZED
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
394	Miscellaneous Revenue								
10 00	Other Misc Revenue	16,667	200.64	1	150,003	58,308.14	39	200,000	141,691.86
10 05	Unknown	167	.00		1,503	479.83	32	2,000	1,520.17
10 06	Credit Card Fee	0	184.10		0	3,112.24		0	3,112.24-
10 *	Other Misc Revenue	16,834	384.74	2	151,506	61,900.21	41	202,000	140,099.79
394	** Miscellaneous Revenue	16,834	384.74	2	151,506	61,900.21	41	202,000	140,099.79
390	*** Other Financing Sources	58,501	10,384.74		526,509	861,583.84		702,000	159,583.84-
FUND TOTAL General Fund		2,344,852	3,874,914.36		21,103,668	21,465,685.29		28,138,163	6,672,477.71
GRAND TOTAL		2,344,852	3,874,914.36		21,103,668	21,465,685.29		28,138,163	6,672,477.71

PREPARED 04/16/2024, 11:01:01  
 PROGRAM: GM257U  
 City of West Monroe

2024 TRIAL BALANCE  
 AS OF 03/31/2024

Item 13)  
 PA  
 ACCOUNTING PERIOD 09/2024

FUND 001 General Fund		DEBIT BALANCE	CREDIT BALANCE
ACCOUNT	ACCOUNT DESCRIPTION		
101 01 00	Cash / Operating Cash	11,733,623.46	
101 20 00	Cash / Investment in LAMP	2,566,256.09	
102 20 10	Petty Cash / Cash Boxes	22,757.25	
115 00 00	Current Assets / Accounts Receivable	43,453.12	
115 10 10	Utility Billing / Utility	69,550.50	
115 12 00	Accounts Receivable / Billed Services	6,155.84	
115 20 10	Code Enforcement / Code Enforcement	6,066.07	
115 25 10	Building Permits / Building Permits	3,950.00	
115 30 10	Parks & Recreation / KIROLI Park	1,002.00	
115 35 10	Cultural & Recreation / Convention Center		4,615.11
115 40 10	Due From Employees / Insurance Premiums	2,220.56	
115 40 15	Due From Employees / Payroll Levy		60.00
115 40 20	Due From Employees / Travel Advances	10,902.92	
115 45 10	Special Details / Police Details	34,436.68	
115 50 10	NSF Checks / NSF	1,107.00	
115 80 13	Due from Other Entities / WPS Building Lease Receiv	81,315.00	
115 80 16	Due from Other Entities / WM City Court	8,623.74	
115 80 30	Due from Other Entities / ATMOS Gas	15,465.14	
126 14 10	City of Monroe / Sales Tax	1,632,918.96	
130 60 19	Due From Other Funds / Capital Fund	326,713.00	
130 60 21	Due From Other Funds / Sec 8 Housing Fund	493,558.77	
141 15 00	Inventories / Parts	31,496.71	
202 00 00	Current Liabilities / Vouchers/Accounts Payable		677,810.93
207 10 40	Sales Tax Payable / Convention Center		6,154.26
207 30 10	Due to Other Agencies / Cost of Court Distributn		81,478.82
208 17 00	Due to Other Funds / Due to Capital Fund		135,541.00

PREPARED 04/16/2024, 11:01:01  
 PROGRAM: GM257U  
 City of West Monroe

2024 TRIAL BALANCE  
 AS OF 03/31/2024

Item 13)

ACCOUNTING PERIOD 09/2024

FUND 001 General Fund			DEBIT	CREDIT
ACCOUNT	ACCOUNT DESCRIPTION		BALANCE	BALANCE
217 20 10	Pensions Payable / MERS		2,560.66	
217 20 20	Pensions Payable / Police		945.87	
217 20 40	Pensions Payable / Judge		39.21	
217 40 05	Insurances Payable / Voluntary Life AD&D			481.42
217 40 15	Insurances Payable / Critical Illness			111.34
217 40 16	Insurances Payable / Group Life Insurance			2,122.00
217 40 17	Insurances Payable / Long Term Disability			3,027.83
217 40 18	Insurances Payable / Short Term Disability			1,315.06
217 40 20	Insurances Payable / Accident Insurance			76.32
217 40 40	Insurances Payable / Vision		334.20	
217 40 50	Insurances Payable / Dental		7,983.95	
217 40 57	Insurances Payable / AFLAC		28.17	
217 40 59	Insurances Payable / Met Life Insurance			9,080.90
217 60 20	Other Deductions / Fitness Mem Payable		1,321.41	
217 70 30	Union Dues / MPOA/LPOA Relief			.03
223 10 00	Deferred Revenue / Overpayments			9,890.17
228 20 10	Building Inspection / Contractor's Deposits			37,472.00
228 30 20	EVIDENCE DEPOSIT / Convention Center			12,069.65
228 30 25	EVIDENCE DEPOSIT / Expo Center			29,700.00
242 10 00	Fund Equity / Revenue Control Account			21,465,685.29
242 20 00	Fund Equity / Expenditure Cntrl Summary		17,389,157.73	
243 00 00	Fund Equity / Encumbrance Control		65,863.58	
244 00 00	Fund Equity / Reserve for Encumbrances			65,863.58
250 00 00	Fund Equity / Pr Yr Res for Encumbrance			197,660.93
253 10 00	Fund Balance / Unreserved Fund Balance			11,819,590.95
	FUND TOTALS		34,559,807.59	34,559,807.59
	FUND IS IN BALANCE			



City of West Monroe

FUND 901 Utility Enterprise Fund		***** CURRENT *****			***** YEAR-TO-DATE *****			ANNUAL	UNREALIZED
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
340	Charges for Services								
344	Sanitation								
10 15	Sewer	90,860	90,306.62	99	817,740	822,403.14	101	1,090,320	267,916.86
10 *	Utilities	90,860	90,306.62	99	817,740	822,403.14	101	1,090,320	267,916.86
15 10	Sewer Dist 5	111,060	92,349.33	83	999,540	1,123,326.83	112	1,332,725	209,398.17
344 **	Sanitation	201,920	182,655.95	91	1,817,280	1,945,729.97	107	2,423,045	477,315.03
348	Public Works								
10 10	Water	192,150	179,270.79	93	1,729,350	1,746,001.56	101	2,305,800	559,798.44
10 20	Treatment Plant	147,008	132,381.29	90	1,323,072	1,264,435.78	96	1,764,100	499,664.22
10 25	Penalty	14,500	4,888.46	34	130,500	92,316.02	71	174,000	81,683.98
10 *	Utilities	353,658	316,540.54	90	3,182,922	3,102,753.36	98	4,243,900	1,141,146.64
348 **	Public Works	353,658	316,540.54	90	3,182,922	3,102,753.36	98	4,243,900	1,141,146.64
340 ***	Charges for Services	555,578	499,196.49		5,000,202	5,048,483.33		6,666,945	1,618,461.67
350	Fines								
352	Fees								
352 **	Fees	0	.00		0	.00		0	.00
350 ***	Fines	0	.00		0	.00		0	.00
360	Invstmnts,Rents,Contribut								
361	Investment Earnings								
361 **	Investment Earnings	0	.00		0	.00		0	.00
360 ***	Invstmnts,Rents,Contribut	0	.00		0	.00		0	.00
390	Other Financing Sources								
391	Interfund Transfers In								
391 **	Interfund Transfers In	0	.00		0	.00		0	.00
392	Proceeds from Asset Disp								
392 **	Proceeds from Asset Disp	0	.00		0	.00		0	.00
393	Gen Long Term Debt Issued								
393 **	Gen Long Term Debt Issued	0	.00		0	.00		0	.00

PREPARED 04/16/2024, 11:01:41  
 PROGRAM: GM259L

City of West Monroe  
 REVENUE REPORT  
 75% OF YEAR LAPSED

Item 13)

ACCOUNTING PERIOD 09/2024

City of West Monroe

FUND 901 Utility Enterprise Fund		*****	CURRENT	*****	*****	YEAR-TO-DATE	*****	ANNUAL	UNREALIZED
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
394	Miscellaneous Revenue								
10 00	Other Misc Revenue	167	301.00	180	1,503	3,451.00	230	2,000	1,451.00-
394	Miscellaneous Revenue	167	301.00	180	1,503	3,451.00	230	2,000	1,451.00-
390	Other Financing Sources	167	301.00		1,503	3,451.00		2,000	1,451.00-
FUND TOTAL Utility Enterprise Fund		555,745	499,497.49		5,001,705	5,051,934.33		6,668,945	1,617,010.67
GRAND TOTAL		555,745	499,497.49		5,001,705	5,051,934.33		6,668,945	1,617,010.67

PREPARED 04/16/2024, 11:01:14  
 PROGRAM: GM257U  
 City of West Monroe

2024 TRIAL BALANCE  
 AS OF 03/31/2024

Item 13)  
 PA  
 ACCOUNTING PERIOD 09/2024

FUND 901 Utility Enterprise Fund		DEBIT	CREDIT
ACCOUNT	ACCOUNT DESCRIPTION	BALANCE	BALANCE
101 01 00	Cash / Operating Cash	260,628.67	
115 10 10	Utility Billing / Utility	1,641,835.36	
115 12 00	Accounts Receivable / Billed Services	11,217.00	
115 40 20	Due From Employees / Travel Advances		182.00
115 70 20	Due From Other Entities / Riverwood	12,125.00	
116 10 00	Allowance for Uncollectab / Utility Billing		770,911.31
126 12 10	Ouachita Parish / Sewer Dist #5	355,340.55	
149 10 00	Deferred Charges / Net Pension Liability	1,537,845.56	
161 00 00	Fixed Assets / Land	74,150.00	
162 00 00	Fixed Assets / Infrastructure	54,724,684.00	
162 10 00	Infrastructure / Accumulated Depreciation		31,682,986.94
163 00 00	Fixed Assets / Building	73,435.92	
163 10 00	Building / Accumulated Depreciation		73,434.75
165 00 00	Fixed Assets / Machinery & Equipment	2,058,506.28	
165 10 00	Machinery & Equipment / Accumulated Depreciation		1,842,390.26
202 00 00	Current Liabilities / Vouchers/Accounts Payable		88,974.19
207 10 35	Sales Tax Payable / Water		36,594.03
208 25 00	Due to Other Funds / 2010 DEQ SRB Cap Add & Cn		591,000.00
218 03 00	Payroll Liabilities / Accrued VAC/SIC		209,917.68
223 10 00	Deferred Revenue / Overpayments		873,828.96
228 10 10	Utilities / Water		226,444.83
238 10 00	Net Pension Obligation / MERS		4,339,878.02
242 10 00	Fund Equity / Revenue Control Account		5,051,934.33
242 20 00	Fund Equity / Expenditure Cntrl Summary	4,775,632.37	
243 00 00	Fund Equity / Encumbrance Control	38,774.01	
244 00 00	Fund Equity / Reserve for Encumbrances		38,774.01

PREPARED 04/16/2024, 11:01:14  
 PROGRAM: GM257U  
 City of West Monroe

2024 TRIAL BALANCE  
 AS OF 03/31/2024

Item 13)  
 ACCOUNTING PERIOD 09/2024

FUND 901 Utility Enterprise Fund			DEBIT	CREDIT
ACCOUNT	ACCOUNT	DESCRIPTION	BALANCE	BALANCE
250 00 00		Fund Equity / Pr Yr Res for Encumbrance		42,545.87
254 10 00		Retained Earnings / Unreserved Retnd Earnings	32,394,276.26	
261 10 00		Invested in Capital Assts / Contributed Capital		52,088,653.80
		FUND TOTALS	----- 97,958,450.98	----- 97,958,450.98
		FUND IS IN BALANCE		



# Fire Incident Summary Report



**Print Date/Time:** 04/16/2024 15:09  
**Login ID:** clong  
**Station:**  
**Incident Type(s):** All

**From Date:** 03/01/2024  
**To Date:** 03/31/2024  
**Location:** All

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

## General Information

Total Number of Calls	Fire: 5	EMS: 147	Unknown: 0	All: 224
Average Calls per Day	Fire: 0.17	EMS: 4.90	All: 7.47	
Total Number of Arson Calls	All: 0			
Estimated Dollar Loss	Fire: \$4,040.00	Other: \$0.00	All: \$4,040.00	Arson: \$0.00
Estimated Value	Fire: \$10,087,540.00	Other: \$0.00	All: \$10,087,540.00	Arson: \$0.00
Percentage Saved	Fire: 10,000.00%	Other: 0.00%	All: 10,000.00%	Arson: 0.00%
Total Injuries	Fire Service: 0	Civilian Fire: 0	EMS: 0	Arson: 0
Total Fatalities	Fire Service: 0	Civilian Fire: 0	Arson: 0	
Total Apparatus Responses	All: 581			
Average Responses per Day	All: 7.47			
Average Apparatus per Call	Fire: 5.40	EMS: 2.28	All: 2.59	
Average Turnout Time	All: 00:00:59			
Average Response Time	All: 00:04:44			
Average Contain Time	All: 00:04:46			
Average Total Time	All: 00:14:19			
Average Personnel per Call	Fire: 8.60	EMS: 3.63	All: 4.22	
Total Aid Given Calls	All: 1			
Total Aid Received Calls	All: 0			