

## BUTLER | SNOW

August 12, 2025

(sent via email to: [smitchell@westmonroe.la.gov](mailto:smitchell@westmonroe.la.gov))

The Honorable Staci Mitchell

Mayor

City of West Monroe

2305 N. 7<sup>th</sup> Street

West Monroe, LA 71921

Re: Terms of Engagement as Special Economic Development Finance Counsel to the  
City of West Monroe

Dear Mayor Mitchell:

As set out more fully herein, this Engagement Letter establishes the terms of the engagement of Butler Snow LLP ("**Butler Snow**," "**we**," or "**us**") in connection with the tendered representation of the City of West Monroe ("**City**," "**you**," or "**your**") as Special Economic Development Finance Counsel. We are pleased that you have selected Butler Snow LLP to represent you and look forward to working with the City.

Client; Scope of Engagement. Our representation hereunder includes only the City of West Monroe. Butler Snow LLP will represent and provide legal counsel to the City as it relates to economic development project finance transactions undertaken by the City. These services include:

- Advising the City on the potential establishment of one or more economic development districts ("EDD(s)") or the modification of existing EDDs;
- Advising the City on the potential establishment of one or more community development districts ("CDD(s)");
- Advising the City on financing options available through the utilization of an EDD or CDD;
- Advising the City on the establishment of an Industrial Development Board and establishing the same;
- Advising the City on how projects and related infrastructure may be financed utilizing EDD levies and/or CDD assessment;
- Identifying the sales and ad valorem taxes currently levied in any newly established EDD and identify the governing authorities with whom intergovernmental agreements must be entered into for purposes of using such tax revenues for public purposes and/or economic development within an EDD;

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- Advising the City on project costs eligible for direct reimbursement or financing from revenues collected within an EDD or CDD;
- Advising the City as to the legal requirements for utilizing payment-in-lieu of tax (“**PILOT**”) techniques to lower the financing thresholds for projects within or outside of an EDD;
- Preparation of the various agreements and documents, including cooperative endeavor agreements (collectively the “**Transaction Documents**”) required under Louisiana law to structure and effectuate EDDs, CDDs, and PILOT transactions;
- Assisting the City in identifying other funding sources and/or incentives;
- Assisting the City obtain such approvals, permissions, allocations and exemptions necessary or appropriate under the circumstances from other governmental authorities, other than any approvals (such as zoning), licenses and permits relating to the construction and operation of projects within an EDD or CDD; and
- Subject to completion of proceedings to our satisfaction, rendering our legal opinion regarding the validity and binding effect of:
  - the establishment or modification of any EDDs or CDDs,
  - the establishment of any sub-districts within an EDD,
  - the levying of any additional taxes within an EDD,
  - the levying of any assessments within a CDD
  - the establishment of the tax increment(s),
  - the requisite proceedings necessary to effectuate a PILOT financing,
  - the execution of the Transaction Documents and matters relating thereto, which opinion will be addressed to the City,

In rendering our opinions, we will expressly rely upon the City as to matters relating to the due organization, existence and good standing of City in the State of Louisiana, as well as the authority of City to enter into the transactions relating to the Transaction Documents, and the binding effect thereof on City. We will similarly rely

on counsel to other parties to the transaction as to similar matters relating to those parties.

Regular Hourly Fee. Butler Snow's regular fees for this Engagement are based on the actual time spent on the Engagement by Butler Snow's attorneys and paraprofessionals at the hourly rates provided for under the Attorney General's Maximum Hourly Fee Schedule (the "**AG's Fee Schedule**") in effect at the time the work is performed. Based on the AG's Fee Schedule, the current hourly rate for Michael Busada is \$350/hour. Our firm believes utilizing an integrated team approach allows us to provide the best possible service to our clients. As a result, other attorneys and paraprofessionals may be brought in to assist on your matters from time to time. The time they spend will be billed at the hourly rates provided for under the AG's Fee Schedule in effect at the time the work is performed. Butler Snow's billing rates are subject to adjustment based on changes to the AG's Fee Schedule.

Project Finance Fee. (a) In order to reduce the costs incurred by the City, fees and expenses for work directly related to our representation of the City on individual project finance transactions involving at least one private party shall be borne by the private party. As is customary, we will bill a flat fee based on a percentage of the capital expenditure of the project that is the subject of the project finance transaction. This provision only becomes applicable once a formal commitment is entered into between the private party undertaking the development and the City, such as a Letter of Intent or Term Sheet.

(b) If a particular project finance transaction fails to close, the private party to the transaction shall be responsible for the fees incurred by the City on a per hour basis at Butler Snow's then current standard firm rates.

(c) In the event that the private party pays for legal services pursuant to (b) above and the project finance transaction actually closes at a later date, then a credit for previously billed services will be given against the final fixed fee described in (a) above.

(d) Work related to a project finance transaction undertaken post-closing shall be billed to the City separately on a per hour basis as provided for above under the title "Regular Hourly Fee," unless otherwise agreed to by the City and the private party to the project finance transaction. For non-routine post-closing legal work, the private party involved in the project finance transaction shall cover the cost of the hourly fees at Butler Snow's standard firm rates.

Costs & Expenses. With respect to out-of-pocket expenses, we charge only for those expenses which are not routine or which vary greatly according to the needs of the individual client. Under this policy, we do not charge for many routine expenses such as long-distance charges within the continental United States, fax charges, local delivery charges, and routine postage. Of course, for non-routine expenses and costs normally associated with representations of this kind, we will bill you. These include actual charges for travel expenses, FedEx deliveries,

preparation/copying of closing transcripts, and the like. Larger disbursements which you authorize will either be requested in advance or will be forwarded directly to you for payment. It is our goal that our bills are easy to understand and reflect appropriate charges for the value our services provide. We are attaching a copy of Butler Snow's Standard Billing Terms and Charges for Expenses which sets forth details of our expense charges and additional terms and conditions of our representation, all of which are incorporated herein by reference. These Standard Billing Terms and Charges for Expenses are applicable to our representation of you, unless expressly modified in writing.

Communication. We will keep the City regularly and currently informed of the status of the Engagement and will consult with you whenever appropriate or as requested. Copies of all correspondence and final documents generated by us will be sent to Courtney Hornsby, unless instructed otherwise in writing. In the event you need to reach me, and I am unavailable, please leave a voicemail message. Normally calls will be returned promptly, and in any event no later than within one business day of receipt of the call; if you have not received a return call within that time, please call again. My direct number is set out below and my mobile number is (318-518-4105). In addition, assuming the provisions of the next paragraph are acceptable, please feel free to communicate with me by e-mail. In the event of an emergency, please contact my paralegal Mary-Frances Haynes at (318-703-5124) or by e-mail at (Maryfrances.Haynes@butlersnow.com), and she will endeavor to reach me as soon as practicable.

Protection of Client Confidences - High Tech Communication Devices. We are always mindful of our obligation to preserve our clients' secrets and confidences; accordingly, it is important that we agree from the outset what kinds of communications technology we will employ in the course of this Engagement. Unless you specifically direct us to the contrary, for purposes of this Engagement, we agree that it is appropriate for us to use fax machines and e-mail, as well as cellular communication devices, in the course of the Engagement without any encryption or other special protections. Please notify us if you have any other requests or requirements in connection with the methods of communication, or persons to be included or copied in the circulation of documents relating to the Engagement.

Electronic Files and File Retention. Butler Snow maintains its client files electronically. We ordinarily do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will retain ordinarily **only** the electronic version while your matter is pending. **Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we may destroy all paper documents provided to us.** If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents.

Unless you instruct us otherwise, once our work on a matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed file. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to a matter or generated while it was pending, you should request such copies at the time our work on a matter is completed. A more complete notice of Butler Snow's Record Retention and Destruction Policy for Client Files, which also will be applicable to this Engagement, is attached and incorporated herein by reference.

Opinions/Fee Estimates and Budgets. No law firm or attorney, including our firm and our attorneys, can or will guarantee the outcome of any legal matter or dispute. Thus, although an attorney or attorneys of our firm may offer an opinion about possible results regarding any matter in which we represent or advise, we do not and we cannot guarantee any particular result. We cannot predict in advance what the total amount of fees will be for our services. Although, for a client's convenience, whenever possible and when requested, we may provide clients with a budget or our best estimate from time to time of fees and/or costs that we anticipate will be incurred on a particular matter, these estimates are subject to unforeseen circumstances and are by their nature inexact. Providing an accurate estimate is usually very difficult, since the size and scope of the matter and the extent to which a client may request us to perform services may vary substantially during the course of such representation. As a result, we cannot be bound by a budget or an estimate except to the extent expressly agreed to in writing. By your acceptance of our representation, you acknowledge that the firm has made no promises about any outcome, and that any opinion offered or estimated budget provided by the firm or any of its attorneys will not constitute a guaranty.

Conflicts and Potential Conflicts. The City acknowledges that Butler Snow represents many other institutions, non-profits, governmental and quasi-governmental entities, companies, and individuals, some of which may be considered competitors of the City. The City agrees that the fact that Butler Snow represents or takes on representation of such a person or entity while also representing the City does not constitute a conflict of interest, and does not require the City's consent, unless the matter is directly adverse to the City, is substantially related to a matter on which Butler Snow is representing the City in which that person or entity's interest is materially adverse to the City, or is a matter in which Butler Snow could use adversely to the City non-public, confidential information it has learned through its representation of the City. The City further acknowledges that another party or parties in a matter on which Butler Snow is representing the City may seek legal counsel or representation from Butler Snow wholly unrelated to the matter in which Butler Snow is representing the City. Butler Snow will inform the City if and when such situations arise, and the City agrees that it will not unreasonably withhold its consent to Butler

Snow's representing such party or parties in the matter unrelated to the matter in which Butler Snow is representing the City.

Termination of Engagement. We appreciate the opportunity to serve as your attorneys and look forward to a long professional and mutually beneficial relationship; however, in the event you become dissatisfied with any aspect of our relationship, work, or the fees charged, we encourage the City to bring such concerns to our attention immediately. It is our belief that most problems can be resolved by a good faith discussion between us. Nonetheless, the City may terminate this representation at any time by reasonable written notice to us, but the City will be obligated to pay our fees for services provided pursuant to this Engagement Letter through the date on which you terminate our services. We may withdraw from this representation at any time and for any reason to the extent permitted by the applicable ethical rules, including your failure to pay any bill when due. In the event of our withdrawal we will be entitled to payment for all fees for services provided before the date of our withdrawal. We also will be entitled to reimbursement of any costs and expenses paid or incurred on your behalf up to the date of withdrawal or discharge. In the event of our withdrawal or discharge, we will be entitled to apply any retainer amount being held by the firm to payment of any outstanding fees and expenses.

Notwithstanding the foregoing, this Engagement will terminate at the time of completion of the services addressed in the Scope of Engagement section of this letter and, in any event, no later than submission of the final billing statement for such services.

Binding Agreement. This letter represents the entire agreement between the City and Butler Snow with respect to the scope of services to be provided to the City. **By signing below, you acknowledge that this letter has been carefully reviewed and its content understood and that you agree, on behalf of the City, to be bound by all of its terms and conditions.** No change or waiver of any of the provisions of this letter shall be binding on either the City or on Butler Snow unless the change is in writing and signed by both the City and Butler Snow.

Counterparts; Facsimile and Electronic Signatures. The parties hereto agree that this Agreement, and any amendment, waiver or consent relating hereto, may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Additionally, said documents may be signed and/or transmitted by electronic mail of a PDF document or using electronic signatures as permitted by the Louisiana Uniform Electronic Transactions Act (La. R.S. 9:2601, *et seq.*), such as DocuSign or similar electronic signature technology, and thereafter maintained in electronic form, and that such electronic record shall be valid and effective to bind the party so signing as a paper copy bearing such party's hand-written signature. The parties further consent and agree that the electronic signatures appearing on this Agreement, and any amendment, waiver or consent relating hereto, shall be treated, for purpose of validity, enforceability and admissibility, the same as hand-written signatures.

At the request of any party hereto, the other party hereto shall re-execute forthwith an original form thereof and deliver it to the requesting party. No party hereto shall raise the use of electronic mail attachment in PDF or similar format to deliver a signature, or the fact that any signature was transmitted or communicated as an attachment to an electronic mail message, as a defense to the formation of a contract and each party forever waives any such defense. An electronically scanned copy of a signature shall constitute and shall be deemed to be sufficient evidence of a party's execution of this Agreement, without necessity of further proof. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

Please do not hesitate to contact me to discuss any questions you may have regarding this letter. If the foregoing does not accurately reflect our agreement or if you have any objections to any of these terms, please inform me immediately in writing.

Thank you again for this opportunity to be of service. We look forward to working with you.

Very truly yours,  
BUTLER SNOW LLP

Michael J. Busada

Enclosures:

Notice to Clients of Butler Snow's Record and Retention Policy & Destruction Policy for Client Files

Butler Snow's Standard Billing Terms and Charges for Expenses

**STATEMENT TO BE SIGNED BY CITY**

**I have read the above Engagement Letter and understand and agree to its contents, including the fee and billing arrangements.**

CITY OF WEST MONROE

\_\_\_\_\_  
By: Staci Mitchell

Title: Mayor

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

**NOTICE TO CLIENTS OF BUTLER SNOW'S  
RECORD RETENTION & DESTRUCTION POLICY FOR CLIENT FILES**

Butler Snow maintains its client files electronically. Ordinarily, we do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will ordinarily retain only the electronic version while your matter is pending. **Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us.** If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents while the matter is pending.

At all times, records and documents in our possession relating to your representation are subject to Butler Snow's Record Retention and Destruction Policy for Client Files. Compliance with this policy is necessary to fulfill the firm's legal and ethical duties and obligations, and to ensure that information and data relating to you and the legal services we provide are maintained in strict confidence at all times during and after the engagement. All client matter files are subject to these policies and procedures.

At your request, at any time during the representation, you may access or receive copies of any records or documents in our possession relating to the legal services being provided to you, excluding certain firm business or accounting records. We reserve the right to retain originals or copies of any such records or documents as needed during the course of the representation.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed files. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed.

Any file records and documents or other items not requested within 30 days of receipt of notice indicating the ending of this engagement will become subject to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files and will be subject to final disposition by Butler Snow at its sole discretion. Pursuant to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files, all unnecessary or extraneous items, records or documents may be removed from the file and destroyed. The remainder of the file will be prepared for closing and placed in storage or archived. It will be retained for the period of time established by the policy for files related to this practice area, after which it will be completely destroyed. This includes all records and documents, regardless of format.

While we will use our best efforts to maintain confidentiality and security over all file records and documents placed in storage or archived, to the extent allowed by applicable law, Butler Snow specifically disclaims any responsibility for claimed damages or liability arising from damage or destruction to such records and documents, whether caused by accident; natural disasters such as



flood, fire, or wind damage; terrorist attacks; equipment failures; breaches of Butler Snow's network security; or the negligence of third-party providers engaged by our firm to store and retrieve records.

**BUTLER SNOW LLP**  
**STANDARD BILLING TERMS AND CHARGES FOR EXPENSES**  
**As of January 1, 2025**

Butler Snow LLP (the "Firm") will bill clients monthly for legal services, unless another arrangement is agreed to and approved in writing by the Firm and the Client. The Firm typically sends bills for legal services and expenses via the U.S. Postal Service or by e-mail. Electronic billing services may also be used by specific agreement.

It is our goal that our bills are easy to understand, simple, and reflect appropriate charges for the value our services provided. As such, we do not charge for many incidental costs or routine services. We are continually working to ensure that our bills are clear and understandable. Should you have questions about any aspect of your bill, please contact the Firm as soon as possible so that your concerns may be quickly resolved. The chart below spells out the complete details of our expense charges. Our bills are **due upon receipt** unless other arrangements are agreed to in advance.

Any overpayments or duplicate payments the Firm receives that cannot be posted to an outstanding bill ("unapplied payments") will be deposited into the Firm's operating account upon receipt and posted as unapplied cash to the client's account. These unapplied payments will either be applied to a future bill or refunded to the client, whichever is appropriate.

<b>Document Reproduction (Print, Copy &amp; Scan)</b>		
<b>Normal sized documents (up to 11 x 17)</b>	Black & White: \$0.20/page	Color: \$0.35/page
	<b>Bates Labeling –</b>	
	Electronic: \$0.03/page	Manual: \$0.15/page
<b>Oversize documents (size in excess of 11 x 17)</b>	<b>Charge for each page – no exclusion</b>	
	Black & white: \$1.25/page	Color: \$4.50/page
<b>Electronic Data Manipulation for reproduction</b>	\$75 per hour	
<b>Binders</b>	Actual cost of the binders plus \$1.00 per comb	
<b>Wire Transfers</b>		
	<b>Outgoing:</b> International: <b>\$50/wire</b> Domestic: <b>\$25/wire</b>	
<b>Data/Audio/Visual Duplication &amp; Reproduction</b>	<b>CD/DVD:</b>	<b>\$12.00</b> for each disc
	<b>Portable Media Devices:</b>	Priced per data storage size
<b>Electronically Stored Information (Litigation Support Services)</b>	<b>Data Room:</b>	\$1,000.00/room
	<b>Data Processing:</b>	\$100.00/gb per occurrence
	<b>Data Storage:</b>	\$10.00/gb per month
	<b>Document Review &amp; Hosting:</b>	\$25.00/gb per month
	<b>Review User License Fees:</b>	\$90.00/user per month
	<b>Minimum Monthly Fee:</b>	\$150.00
<b>Computerized Legal Research</b>	No charge for basic research. \$70/search for public records, special treatises, briefs, motions, trial court documents and expert directory databases Research from secondary sources and outside of firm’s plan at actual cost Specialized research at actual cost with prior client approval	
<b>Electronic retrieval of Court documents</b>	<b>\$0.40 / document</b>	
<b>Fax and International Calls</b>	<b>\$0.50/Page</b> Non-domestic and conference calls charged at actual cost.	
<b>Travel (personal vehicle)</b>	Current Standard Mileage Rate as allowed by the IRS	
<b>Messenger Delivery and Service of Subpoenas or Summons</b>	Deliveries 0-25 miles one way - <b>\$30.00</b> ; over 25 miles one way - <b>\$10.00/hour plus mileage</b> ; Service of Subpoenas/Summons - <b>\$35.00 plus delivery</b>	
<b>Overnight Package Delivery</b>	Charged at actual cost per package	
<b>Postage</b>	Postage charged at actual cost	
<b>Conference Center &amp; Catering</b>	Charges for costs associated with client meetings and events will be passed on to the client at cost, unless agreed upon prior. This excludes basic client meetings without associated food and beverage services or special costs for conference services.	