

Notice of:

BOARD OF ALDERMEN REGULAR MEETING

Tuesday, August 06, 2024 at 6:00 PM Council Chambers, City Hall, 2305 North 7th Street, West Monroe

AGENDA

<u>Public Comments:</u> 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 July 16, 2024 Regular Council Meeting.

Recognitions/Presentations

- 2) Proclamation recognizing the 50th Anniversary of Skyjacker Suspensions, continuing to provide innovative products and excellent service to not only the residents of the City of West Monroe and our region, but also throughout North America and Europe.
- 3) LMA Community Achievement Award presentation.

Mayor's Review

Community Announcements

ADMINISTRATION/FINANCE

- **4) Ordinance** to adopt the adjusted millage rate for the general alimony ad valorem property tax.
- **5) Ordinance** to roll forward the general alimony adjusted millage rate.

BUILDING AND DEVELOPMENT

Ordinance to rezone property located at 118 N. Hilton Street, West Monroe, from O-L (Open Land) District to R-2 (Multi-Family Residential) District. Assessor parcel #101491. BAH Nathan Village Ltd., applicant. Received a **favorable** recommendation by the Planning Commission.

LEGAL

- **7) Public Hearing** on the proposed creation of the West Monroe Riverfront Economic Development District, State of Louisiana, and the levy of a one percent (1%) sales tax therein.
- **8) Ordinance** to create the West Monroe Riverfront Economic Development District, State of Louisiana, in accordance with and as authorized by Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended; defining the boundaries thereof; and providing for other matters in connection therewith.
- **Ordinance** to authorize the levy of a one percent (1%) sales tax within the West Monroe Riverfront Economic Development District, State of Louisiana, directing that such sales tax

in the District will be used to provide funds for economic development projects in accordance with and as authorized by Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended; and providing for other matters in connection with the foregoing.

- **10) Ordinance** to approve Letter of Intent with Francis Energy Charging, LLC with regard to seeking grant funds for development of Electric Vehicle Charging Stations.
- **11) Ordinance** to amend Section 11-4015(b)(1) of the Code of Ordinances, relative to the crime of resisting an officer, to provide that obstruction includes failure to provide or display proper identification under certain circumstances.
- **12) Ordinance** to amend Section 11-4035 of the Code of Ordinances, relating to the penalties for possession or use of drug paraphernalia, to reduce the penalties relating to marijuana drug paraphernalia.
- **Ordinance** to enact Section 11-5016 of the Code of Ordinances, to define the crime of unlawful use of an unmanned aircraft system, to provide applicable definitions of terms, to provide for certain exceptions and exclusions, and to establish the penalties for violations.
- **14) Ordinance** to enact Section 11-3001.1 of the Code of Ordinances, to create the crime of vandalizing, tampering with, or destroying a crime camera system; to provide for definitions.
- **Ordinance** to amend Sec. 11-4027 to 11-4027.6 of the Code of Ordinances, to amend "Operating a Vehicle While Intoxicated" to "Operating a Vehicle While Impaired", to provide that impairment may be caused by alcohol or drugs or a combination, and to amend related provisions.

PUBLIC WORKS

COMMUNITY SERVICES

16) Acting as the West Monroe Housing Authority,

Resolution to close the waiting list for the Housing Voucher Program.

PARKS AND RECREATION

POLICE/FIRE

WMFD

WMPD

ENGINEERING/CONSTRUCTION PROJECTS

17) Sewer Point Repair South 5th Street - City Project #000308

Authorize Certificate of Substantial Completion with Amethyst Construction, Inc.

18) Otis St Fire Station Driveway Repair - City Project #000318

Review submitted bids and engineer's recommendations, and if project is awarded, approve **Ordinance** to accept awarded bid, and to authorize execution of a contract for project construction with the low bidder (BGW Construction, LLC - \$82,076.19).

19) Kiroli Park Trails - LWCF Grant - City Project #C24002

Authorization to advertise for bids.

20) Black Bayou Canal Improvements - Thomas Road Area (EDA) - City Project #000221

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

21) Project Updates

S.E. Huey Co.

Lazenby & Associates, Inc.

PUBLIC COMMENTS/OTHER BUSINESS

22) West Monroe Fire Department July Fire Report.

ADJOURN

To view a live broadcast of this meeting, go to:

https://www.youtube.com/@CityofWestMonroe/live

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



BOARD OF ALDERMEN REGULAR MEETING

Tuesday, July 16, 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 Mayor Staci Albritton Mitchell. The Pledge of Allegiance was led by Mayor Staci Albritton Mitchell.

Motion to Approve Minutes

Motion to approve the minutes of the July 2, 2024 Regular Council Meeting.

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

Recognitions/Presentations

City of West Monroe Employee's were recognized for their years of service.

ADMINISTRATION/FINANCE

<u>Resolution 844</u>: Resolution to approve the Louisiana Compliance Questionnaire (for audit engagements of government agencies) for the period July 1, 2023 to June 30, 2024.

Motion made by Westerburg, Seconded by Hamilton.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

Ordinance 5352: Ordinance to authorize execution of an Engagement Letter with Cameron, Hines & Company, CPAs, to conduct agreed-upon procedures for the City of West Monroe, Louisiana, for the fiscal year July 1, 2023 to June 30, 2024.

Motion made by Buxton, Seconded by Hamilton.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

Ordinance 5353: Ordinance to authorize execution of an Engagement Letter with Cameron, Hines & Company, CPAs, to conduct agreed-upon procedures for the City of West Monroe, Louisiana Housing Authority, for the fiscal year of July 1, 2023 to June 30, 2024.

Motion made by Westerburg, Seconded by Hamilton.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

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BUILDING AND DEVELOPMENT

Ordinance 5354: Ordinance to authorize acceptance of a Louisiana Economic Development Ready Community Grant Award Agreement (\$10,000 for improvements to Kiroli Park and Highland Park Wetland Trails).

Motion made by Buxton, Seconded by Brian.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

Ordinance 5355: Ordinance to amend Chapter 9 of Part 12 of the Code of Ordinances regulating "Vacant Structures", and in particular to amend Sec. 12-9001(5) so as to also provide authority to act to the Deputy Director and to update the designation of the Department of Building and Development; to amend Sec. 12-9004(a) in order to update the amount of the applicable registration fee; to delete former Sec. 12-9007(2) and correspondingly re-number former Sec. 12-9007(3) and 12-9007(4); and to enact new Sec. 12-9007(4) in order to provide that contracting with a design professional may provide additional time for which a waiver of fees is applicable.

Motion made by Hamilton, Seconded by Brian.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

LEGAL

Ordinance 5356: Ordinance to authorize an amendment to the existing Cooperative Endeavor Agreement with the Ouachita Parish Communications District ("OP911") which will release 0.157 acres of the Coleman Street property which is provided by the City.

Motion made by Welch, Seconded by Hamilton.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

Ordinance 5357: Introduce Ordinance to authorize the sale of certain immovable property to KVS, LLC (Karl Dhaliwal, et al) of an additional 0.157 acres adjoining the lot purchased on Coleman Street which will improve access to the proposed store to be considered.

Motion made by Westerburg, Seconded by Welch.

<u>Ordinance 5358</u>: Ordinance to authorize acceptance of a transfer of property from Nile of Louisiana, Inc (Omar Elgourani) in lieu of further action by Code Enforcement (lots at 111 Austin Avenue).

Motion made by Buxton, Seconded by Welch.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

Ordinance 5359: Ordinance to amend Sec 2-1003(d), to reflect the assignment of certain previously annexed properties to the proper Board of Aldermen voting districts.

Motion made by Buxton, Seconded by Hamilton.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

Ordinance 5360: Ordinance to amend Sec. 11-4027.1 (a)(1)d. and (3)c., and Sec. 11-4027.2 (a)(3)c. of the Code of Ordinances, relative to ignition interlock devices; to make technical changes; and to provide for a change in time periods that a driver is required to have an ignition interlock.

Motion made by Westerburg, Seconded by Buxton.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

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ENGINEERING/CONSTRUCTION PROJECTS

Otis St Fire Station Driveway Repair - City Project #000318

Authorize solicitation for bids (estimated cost: \$100,000).

Motion made by Westerburg, Seconded by Buxton.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

Project Updates

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 Westerburg. Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

ATTEST:

CINDY EMORY

CITY CLERK

APPROVED.

STACI ALBRITTON MITCHELL

MAYOR

CITY OF WEST MONROE

ORDINANCE NO	MOTION BY:
	SECONDED BY:
AN ORDINANCE TO ADOPT THE GEN AND LEVYING THE CORRESPONDING OF WEST MONROE, LOUISIANA, FOR	G AD VALOREM TAX IN THE CITY
SECTION 1. BE IT ORDAINED by the	Mayor and Board of Aldermen of the City of
West Monroe, Louisiana, in regular and legal sessi	ion convened, that the City of West Monroe of
the Parish of Ouachita, State of Louisiana, in a pub	olic meeting held on August 6, 2024, which
meeting was conducted in accordance with the Op	en Meetings Law, here authorizes and directs
that the following General Alimony millage rate b	e and it is hereby levied upon each dollar of the
assessed valuation of all property which is subject	to ad valorem taxation within said City for the
year 2024.	
	Millage Rate
General Alimony (5197 001):	6.700 mills
SECTION 2. BE IT FURTHER ORDAI	NED by the Mayor and Board of Aldermen of
the City of West Monroe, Louisiana, in regular and	d legal session convened, that the Assessor of
the Parish of Ouachita, shall extend upon the asses	ssment roll for the year 2024 the taxes herein
levied, and the tax collector of said Parish shall co	llect and remit the same to said taxing
authority in accordance with law.	
The foregoing ordinance was read in full; v	while in regular and legal session convened; the
roll was called on the adoption thereof, and this or	dinance was adopted by the following votes:
YEAS:	
NAYS:	
ABSTAINED:	
ABSENT:	
ATTEST:	
	APPROVED THIS 6TH DAY OF AUGUST, 2024
CINDY EMORY, CITY CLERK CITY OF WEST MONROE	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 SET FORTH THE MILLAGE RATE, AND ROLL FORW EXCEEDING THE MAXIMUM AUTHOR MONROE, LOUISIANA.	ARD TO A MILLAGE RA	ATE NOT
SECTION 1. BE IT ORDAINED by the M	Mayor and Board of Aldermen of	of the City of West
Monroe, Louisiana, in regular and legal session co	nvened, that in a public meeting	ng held on August
6, 2024, which meeting was conducted in acco	rdance with the Open Meeti	ngs Law and the
additional requirements of Article VII, Section	23(C) of the Louisiana Cons	stitution and R.S.
47:1705(B), that the taxing authority voted to incre	ase the millage rate, but not in	excess of the prior
year's maximum rate, on all taxable property shown	on the official assessment roll	for the year 2024,
and when collected, the revenues from said tax shall	l be used only for the specific p	ourposes for which
said tax has been levied. Said millage rate(s) are:		
	Adjusted Rate	<u>2023 Levy</u>
General Alimony	6.700 mills	6.900 mills
SECTION 2. BE IT FURTHER ORDAIN	NED by the Mayor and Board o	of Aldermen of the
City of West Monroe, Louisiana, in regular and le	gal session convened, that for	the year 2024 the
tax herein levied, and the tax collector of said Paris	sh shall collect and remit the sa	ame to said taxing
authority in accordance with law.		
Introduced in regular session on August 6,2	2024, duly considered followin	ng a public hearing
which was duly advertised as required by law; the f	oregoing ordinance was read in	n full, the roll was
called, and adopted by more than two-thirds of the	total membership of the taxin	g authority voting
in favor as required by Article VII, Section 23(C) of	the Louisiana Constitution and	1R.S. 47:1075(B).
Those votes were:		
YEAS:		
NAYS:		
ABSTAINED:		
ABSENT:		

ATTEST:

APPROVED THIS 6TH DAY OF AUGUST, 2024

CINDY EMORY, CITY CLERK CITY OF WEST MONROE STATE OF LOUISIANA STACI ALBRITTON MITCHELL, MAYOR CITY OF WEST MONROE STATE OF LOUISIANA

Item 5)

CERTIFICATE

I hereby certify that the foregoing is a true and exact copy of the ordinance adopted at the

duly called meeting of the Mayor and of the City Council of the City of West Monroe, Louisiana

which was held on August 6, 2024, at which meeting a quorum was present and voting, and

ordinance was adopted by more than two-thirds of the total membership of the taxing authority

voting in favor as required by Article VII, Section 23(C) of the Louisiana Constitution and R.S.

47:1075(B).

West Monroe, Louisiana, this 6th day of August, 2024.

Staci Albritton Mitchell, Mayor

City of West Monroe

10

CITY OF WEST MONROE

MOTION BY:

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		CECOMBED D	T 7
		SECONDED B	Υ ·

AN ORDINANCE TO AMEND AND RE-ENACT THE ZONING ORDINANCE OF THE CITY OF WEST MONROE, LOUISIANA, PARTICULARLY THE ZONING MAP ANNEXED TO AND MADE A PART OF ORDINANCE NO. 1501, AS THAT ZONING MAP, AS CODIFIED BY SECTION 12-5011(C) OF THE CODE OF ORDINANCES, CITY OF WEST MONROE, LOUISIANA, HAS BEEN FROM TIME TO TIME AMENDED, AND PARTICULARLY TO AMEND THAT ZONING MAP AS IT PERTAINS TO 118 HILTON STREET, WEST MONROE, LOUISIANA, AS MORE PARTICULARLY DESCRIBED ON THE ATTACHED EXHIBIT "A", PURSUANT TO THE APPLICATION OF BAH NATHAN VILLAGE, LTD, SO AS TO RE-ZONE SAID PROPERTIES FROM AN O-L (OPEN LAND) DISTRICT TO A R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT; TO AUTHORIZE AND DIRECT THE CITY ENGINEER OF THE CITY OF WEST MONROE, LOUISIANA, OR OTHER PERSON ACTING IN LIEU THEREOF AT THE DESIGNATION OF THE MAYOR TO DO AND PERFORM ANY AND ALL THINGS NECESSARY TO CARRY OUT THE FOREGOING AND PARTICULARLY TO NOTE THE AMENDMENTS ON THE ZONING MAP OF THE CITY OF WEST MONROE AS HEREIN ENACTED; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the City of West Monroe, Louisiana, has adopted a Zoning Ordinance (Ordinance No. 1501, as amended) now codified as Section 12-5001 et seq. of the Code of Ordinances, City of West Monroe, Louisiana; and,

WHEREAS, the West Monroe Municipal Planning Commission, acting as the municipal zoning commission for the City of West Monroe, Louisiana, has held a public hearing pursuant to written application and notice in accordance with law, and has made a recommendation to the Board of Aldermen of the City of West Monroe; and,

WHEREAS, the Mayor and Board of Aldermen of the City of West Monroe have held a public hearing and given public notice to the extent required by law;

NOW, THEREFORE,

ORDINANCENO

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Zoning Ordinance No. 1501, as amended, and as codified in Sections 12-5001 et seq. of the Code of Ordinances, City of West Monroe, Louisiana, particularly the Zoning Map of the City of West Monroe, Louisiana, as that Zoning Map, as codified by Section 12-5011(C) of the Code of Ordinances, City of West Monroe, Louisiana, has been from time to time amended, be further amended and re-enacted to re-zone 118 N. Hilton Street, West Monroe, Louisiana, as more particularly described on the attached Exhibit

Item 6)

"A", from an O-L (Open Land) District to a R-2 (Multi-Family Residential) District, pursuant to the application of BAH Nathan Village, Ltd.

SECTION 2. BE IT FURTHER ORDAINED, by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City Engineer of the City of West Monroe, Louisiana, or any person in lieu thereof to be designated by the Mayor, is hereby authorized and directed to do and perform any and all things necessary to carry out the foregoing change, and particularly to note said change on the Zoning Map as herein re-enacted.

SECTION 3. BE IT FURTHER ORDAINED, by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that this Ordinance and its provisions are to be construed to be severable in regards to any of its provisions, portions or parts, and that in the event any part or portion or provision of this Ordinance should be held invalid, then in such event, such invalidity shall not affect any other provisions, portions, or parts which can be given effect without the invalid provision, and this Ordinance hereby is declared severable.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, passed and adopted this 6th day of August, 2024, the final vote being as follows:

APPROVED THIS 6TH DAY OF AUGUST, 2024
STACI ALBRITTON MITCHELL, MAYOR
CITY OF WEST MONROE STATE OF LOUISIANA

EXHIBIT "A"

MUNICIPAL ADDRESS: 118 N. HILTON STREET WEST MONROE, LOUISIANA

From the Southwest corner of the Southeast Quarter of the Northwest Quarter of Section 28-T18N-R3E, run N00°16′20″E along quarter section line for 641.90 feet to the Point of Beginning; thence from Point of Beginning continue N00°16′20″E for 683.77 feet to the Southwest corner of the Northeast Quarter of Northwest Quarter of Section 28-T18N-R3E; thence continue N00°16′20″E along quarter section line for 407.23 feet; thence run N89°12′26″E along the South line of Ouachita Machine Works tract and extension thereof to the Southwest corner of Frantom tract; thence run S00°24′10′E along the West line of Frantom tract for 880.69 feet; thence rum S63°19′32″W along North line of Frantom tract and extension thereof for 454.56 feet to Point of Beginning, containing 9.065 acres m/l.

CITY OF WEST MONROE

MOTION BY:

ORDINATIOE NO.	MOTION B1.	
	SECONDED BY:	

AN ORDINANCE CREATING THE WEST MONROE RIVERFRONT ECONOMIC DEVELOPMENT DISTRICT, STATE OF LOUISIANA, IN ACCORDANCE WITH AND AS AUTHORIZED BY PART II OF CHAPTER 27 OF TITLE 33 OF THE LOUISIANA REVISED STATUTES OF 1950, AS AMENDED; DEFINING THE BOUNDARIES THEREOF; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City of West Monroe, State of Louisiana (the "City"), may use special taxes and local and state sales tax and ad valorem tax increments pursuant to and in accordance with Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31 through 33:9038.42, inclusive) (the "Act"), to provide funds needed to finance economic development projects; and

WHEREAS, in order to accomplish the funding of projects in accordance with the requirements of the Act, the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana (the "Governing Authority"), proposes to create an economic development district within the City to be known as "West Monroe Riverfront Economic Development District, State of Louisiana" (the "District"), in which certain taxes are to be levied and from which certain local and state sales and use tax and ad valorem tax increments may be used to fund projects;

NOW, THEREFORE,

ORDINANCE NO

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority

of the City, that in accordance with the Act, there has been published two times in the Ouachita Citizen, the official journal of the City (the "Official Journal"), a notice in the form attached hereto as **Exhibit A**, describing the boundaries of the District and informing the citizens of the date of consideration of this Ordinance;

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the City, that there is hereby created an economic development district within the City, to be named "West Monroe Riverfront Economic Development District, State of Louisiana" (the "District"), having the geographical boundaries set forth in **Exhibit A** attached hereto, which **Exhibit A** is hereby incorporated in and made a part of this Ordinance, all pursuant to the Act. As provided by the Act, the District shall be a political subdivision of the State of Louisiana and shall possess such powers and authority and have such duties as provided in the Act and other law, and the Governing Authority of the City shall be the governing authority of the District;

SECTION 3. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the City, that this Ordinance shall be published one time in the Official Journal;

SECTION 4. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the City, that the domicile of the District shall be the same as that of the City; the District shall adopt an official seal with the word "SEAL" on the inside and surrounded by the official name of the District; the Official Journal shall be the initial official journal of the District; the Clerk of the City shall serve as Clerk of governing authority of the District; the fiscal agent bank

of the City shall be the initial fiscal agent bank of the District until the District is able to name its own fiscal agent bank; and the fiscal year of the District shall be the same as that of the City;

SECTION 5. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the City, that the Mayor and Clerk of the City are hereby authorized to do any and all things necessary and incidental to carry out the provisions of this Ordinance;

SECTION 6. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the City, that all other ordinances or parts of ordinances in conflict herewith are hereby repealed;

SECTION 7. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the City, that if any provision of this Ordinance shall be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Ordinance, but this Ordinance shall be construed and enforced as if such illegal or invalid provisions had not been contained herein. Any constitutional or statutory provision enacted after the date of this Ordinance which validates or makes legal any provision of this Ordinance which would not otherwise be valid or legal, shall be deemed to apply to this Ordinance;

SECTION 8. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the City, that this Ordinance shall become effective immediately upon adoption.

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

and Board of Aldermen, in regular and legal	session convened, voted on by yea and nay vote, passed
and adopted this 6 th day of August, 2024, th	he final vote being as follows:
YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	
	APPROVED THIS 6^{TH} DAY OF AUGUST, 2024
CINDY EMORY, CITY CLERK	STACI ALBRITTON MITCHELL, MAYOR
CITY OF WEST MONROE	CITY OF WEST MONROE

EXHIBIT A

CITY OF WEST MONROE, STATE OF LOUISIANA

NOTICE OF INTENTION

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana (the "Governing Authority"), acting as the governing authority of the City of West Monroe, State of Louisiana (the "City"), pursuant to the authority of Part II, Chapter 27, Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31 through 9038.42, inclusive)(the "Act"), proposes to consider creating an economic development district within the City to be called West Monroe Riverfront Economic Development District, State of Louisiana (the "District").

NOTICE IS HEREBY FURTHER GIVEN that the Governing Authority proposes to levy a one percent (1%) sales tax within the District. The proceeds of such tax will be deposited in a special trust fund to be used for the furtherance of economic development projects within the District, all pursuant to the authority of the Act.

NOTICE IS HEREBY FURTHER GIVEN that the Governing Authority will meet in open and public session on Tuesday, August 6, 2024, at 6:00 p.m., at its regular meeting place, Council Chambers, West Monroe City Hall, 2305 N. 7th Street, West Monroe, Louisiana, and will at that time hear any and all objections to the proposed creation of the District and the levy of a sales tax therein. The boundaries of the District are proposed to be as follows:

WEST MONROE RIVERFRONT ECONOMIC DEVELOPMENT DISTRICT, STATE OF LOUISIANA

PROPERTY OWNER NAME	ADDRESS / LOCATION	Number*	Business (for ease of identification only)
FLYING HEART BREWING, LLC	204 COMMERCE STREET	61237	Flying Heart Brewing & Pub
FLYING HEART BREWING, LLC	COMMERCE STREET	100468	Flying Heart Brewing & Pub
FLYING HEART BREWING, LLC	COMMERCE STREET	116800	Flying Heart Brewing & Pub
OUACHITA GROUP, LLC	200 COMMERCE STREET	39225	Currently Undeveloped
CITY OF WEST MONROE	101 WOOD STREET	38288	Dock And Access, Currently Unused Structure
CITY OF WEST MONROE	N. RIVERFRONT ST. 71291	38286	Currently Undeveloped
CITY OF WEST MONROE	118 N. RIVERFRONT ST. 71291	38289	Currently Undeveloped
FLATWATER, LLC	113 S. RIVERFRONT ST. 71291	37995	Trapp's

TO THE EXTENT NOT ALREADY ENCOMPASSED WITHIN THE ABOVE LISTED TRACTS, ALL OTHER PROPERTIES WITHIN THE AREA DESCRIBED AS FOLLOWS:

- a) Bounded on the Northwest by the Northwesterly property line of Assessor Parcel #61237 (as further described above), and a northeasterly extension of that northwesterly property line;
- b) Bounded on the Northeast by the centerline of the Ouachita River;
- c) Bounded on the Southeast by the northwesterly boundary of the Endom Bridge; and
- d) Bounded on the Southwest by the boundary described as follows:
 - (i) Begin at the southwesterly corner of Parcel #37995 (as further described above), and proceed northwesterly along the northeasterly right of way line of South Riverfront Street, continuing northwesterly along the northeasterly right of way line of North Riverfront Street to its intersection with the southeasterly property line of Parcel #80299 (address: 1 Natchitoches Street; current owner: River Place Condominium Homeowner's Assn, Inc.); and
 - (ii) Thence proceed northeasterly along the southeasterly property line of Parcel #80299, then along the northeasterly property line of Parcel #80299 and a southwesterly extension of that property line to its intersection with the northeasterly right of way line of Commerce Street; and
 - (iii) Thence proceed northwesterly along the northeasterly right of way line of Commerce Street to a point on the northwesterly corner of Parcel #61237 (as further described above)

 $[\]ast$ Parcel numbers are the Parcel ID#s assigned by the Ouachita Parish Assessor as of 7/1/2024

PARISH OF OUACHITA

I, the undersigned City Clerk of the City of West Monroe, State of Louisiana (the "City"), do hereby certify that the foregoing pages constitute a true and correct copy of an ordinance adopted by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, acting as governing authority of the City, on August 6, 2024, creating the West Monroe Riverfront Economic Development District, State of Louisiana, in accordance with and as authorized by Part II, Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended; defining the boundaries thereof; and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature on this, the 6th day of August, 2024.

City Clerk	

CITY OF WEST MONROE

ORDINANCE NO	MOTION BY:		
	CECONDED DV.		
	SECONDED BY:		

AN ORDINANCE AUTHORIZING THE LEVY OF A ONE PERCENT (1%) SALES TAX WITHIN THE WEST MONROE RIVERFRONT ECONOMIC DEVELOPMENT DISTRICT, STATE OF LOUISIANA; DIRECTING THAT SUCH SALES TAX IN THE DISTRICT WILL BE USED TO PROVIDE FUNDS FOR ECONOMIC DEVELOPMENT PROJECTS IN ACCORDANCE WITH AND AS AUTHORIZED BY PART II OF CHAPTER 27 OF TITLE 33 OF THE LOUISIANA REVISED STATUTES OF 1950. AS AMENDED; AND PROVIDING FOR OTHER MATTERS IN CONNECTION WITH THE FOREGOING.

WHEREAS, the City of West Monroe, State of Louisiana (the "City"), created the West Monroe Riverfront Economic Development District, State of Louisiana (the "District"), on August 6, 2024, pursuant to Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31 through 33:9038.42, inclusive) (the "Act"); and

WHEREAS, the District may use local and state sales tax, ad valorem, and/or hotel occupancy tax revenues or increments pursuant to and in accordance with the Act to provide funds needed to finance economic development projects as defined in the Act; and

WHEREAS, no registered voters reside within the boundaries of the District and therefore La. R.S. 33:9038.39 permits the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, acting as the governing authority of the District (the "Governing Authority"), to levy sales taxes for authorized purposes without the necessity of holding an election thereon, and this Governing Authority now wishes to proceed with the levy and imposition of a 1% sales tax (the "Tax") for the purposes permitted by the Act; and

WHEREAS, in accordance with the Act, the District further desires to create a special trust fund named the "West Monroe Riverfront Economic Development District Trust Fund" (the "Trust Fund"), the purpose of which is to fund economic development projects selected by the District in the manner provided by the Act; and

WHEREAS, this Governing Authority now wishes to provide for the levy and collection of said Tax, which shall be assessed, collected, administered and enforced in accordance with the provisions of Chapter 2D of Subtitle II, Chapter 47 of the Louisiana Revised Statutes of 1950 (the "Uniform Local Sales Tax Code"), as it may be amended;

NOW, THEREFORE,

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the District, that in accordance with the Act, there has been published two times in the Ouachita Citizen, the official journal of the City (the "Official Journal"), a notice in the form attached hereto as **Exhibit A**, describing the levy of the Tax and informing the citizens of the date of consideration of this Ordinance;

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the District, that according to the certificate of the Registrar of Voters for the Parish of Ouachita attached hereto as **Exhibit B**, no registered voters presently reside within the District. Under the authority of the Act, there is hereby levied and imposed a 1% sales tax, beginning October 1, 2024, and continuing in perpetuity (the "Tax");

SECTION 3. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the District, that the Tax shall be collected by a "Collector," which term shall

mean and include the entity from time-to-time collecting sales taxes on behalf of the City. The current Collector for the Tax is the City of Monroe, State of Louisiana;

SECTION 4. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the District, that the Tax shall be collected on the basis of the applicable integrated bracket schedule prescribed by the Collector of Revenue, State of Louisiana, pursuant to Section 304 of Title 47 of the Louisiana Revised Statutes of 1950 (La. R.S. 47:304). The dealers shall remit the Tax collected to the Collector and comply with the Uniform Local Sales Tax Code, particularly La. R.S. 47:337.29, the proportionate part of the sales and use taxes collected in accordance with said integrated bracket schedule;

SECTION 5. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the District, that for the purpose of compensating the dealer in accounting for and remitting the Tax, each dealer shall be allowed compensation on the amount of all Tax due and accounted for and remitted to the Collector equivalent to the amount allowed for sales and use taxes of the City. Said compensation shall be in the form of a deduction in submitting his/her report and/or reports and paying the amount due by the dealer, provided the amount due was not delinquent at the time of payment, and provided the amount of any credit claimed for the Tax already paid to a wholesaler shall not be deducted in computing the commission allowed the dealer hereunder;

SECTION 6. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the District, that the interest on unpaid Tax provided for by La. R.S. 47:337.69 shall be at the same rate as allowed for sales and use taxes in the City;

SECTION 7. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the District, that any penalties permitted to be imposed by the Collector pursuant to the Uniform Local Sales Tax Code shall be imposed, when applicable, in amounts, percentages or rates equivalent to those allowed for sales and use taxes of the City;

SECTION 8. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the District, that the Collector is authorized to employ private counsel to assist in the collection of any Tax, penalties or interest due under this Ordinance, or to represent him/her in any proceeding under this Ordinance. If any Tax, penalties or interest due under this Ordinance are referred to an attorney at law for collection, an additional charge of attorney fees, in the amount of ten percent (10%) of such Tax, penalties and interest due, shall be paid by the tax debtor;

SECTION 9. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the District, that should the interest, penalties or attorney fees herein, or the combined interest, penalties and attorney fees be declared to be in excess of limits provided by other law, including relevant jurisprudence, then the maximum interest, penalties and attorney fees allowed by such other law shall apply;

SECTION 10. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the District, that the Collector is hereby authorized, empowered and directed to carry into effect the provisions of this Ordinance, to appoint deputies, assistants or agents to assist it in the performance of its duties, and in pursuance thereof to make and enforce such rules as it may deem necessary;

SECTION 11. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the District, that the entire proceeds of the Tax as received by the District shall be deposited into a special trust fund designated "West Monroe Riverfront Economic Development District Trust Fund" (the "Trust Fund"), and shall be used by the Governing Authority for those economic development projects and purposes permitted pursuant to the Act. All taxes, revenues, funds, assessments, moneys, penalties, fees or other income which may be collected or come into the possession of the Collector under any provision or provisions of this Ordinance relating to the Tax described herein, shall be promptly deposited by the Collector for the account of the District in the Trust Fund, heretofore established and maintained for the deposit of such proceeds, which fund shall be maintained as a separate fund, apart from other funds and accounts of the City or other entities, provided, however, any amount which is paid under protest or which is subject to litigation may be transferred to a separate account established by the Collector pending the final determination of the protest or litigation. Out of the funds on deposit in the Trust Fund, the District shall first pay all reasonable and necessary costs and expenses of administering and collecting the Tax (to the extent not already retained by the Collector) and administering the provisions of this Ordinance and as well, the various administrative and enforcement procedures. Such costs and expenses shall be reported by the Collector monthly to the District. After all reasonable and necessary costs and expenses of collecting and administering the Tax have been paid as provided for above, the remaining balance in the Trust Fund shall be available for appropriation and expenditure by the District solely for the purposes designated and described in the Act and other applicable law;

SECTION 12. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the District, that all funds or accounts described herein may be separate funds

or accounts or may be a separate accounting within a general or "sweep" fund or account containing monies from multiple sources so long as separate accounting of such monies is maintained;

SECTION 13. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the District, that if any provision of this Ordinance shall be in conflict with the provisions of the Uniform Local Sales Tax Code, the provisions of the Uniform Local Sales Tax Code shall be controlling;

SECTION 14. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the District, that this Ordinance shall be published one time in the Official Journal;

SECTION 15. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the District, that the Mayor and Clerk of the City are hereby authorized to do any and all things necessary and incidental to carry out the provisions of this Ordinance;

SECTION 16. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the District, that all other ordinances or parts of ordinances in conflict herewith are hereby repealed;

SECTION 17. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the District, that if any provision of this Ordinance shall be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Ordinance, but this Ordinance shall be construed and enforced as if such illegal or invalid provisions had not been

Item 9)

contained herein. Any constitutional or statutory provision enacted after the date of this Ordinance which validates or makes legal any provision of this Ordinance which would not otherwise be valid or legal, shall be deemed to apply to this Ordinance;

SECTION 18. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the District, that this Ordinance shall become effective immediately upon adoption.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, passed and adopted this 6th day of August, 2024, the final vote being as follows:

YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	
	APPROVED THIS 6^{TH} DAY OF AUGUST, 2024
CINDY EMORY, CITY CLERK CITY OF WEST MONROE	STACI ALBRITTON MITCHELL,MAYOR CITY OF WEST MONROE
STATE OF LOUISIANA	STATE OF LOUISIANA

EXHIBIT A

CITY OF WEST MONROE, STATE OF LOUISIANA

NOTICE OF INTENTION

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana (the "Governing Authority"), acting as the governing authority of the City of West Monroe, State of Louisiana (the "City"), pursuant to the authority of Part II, Chapter 27, Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31 through 9038.42, inclusive)(the "Act"), proposes to consider creating an economic development district within the City to be called West Monroe Riverfront Economic Development District, State of Louisiana (the "District").

NOTICE IS HEREBY FURTHER GIVEN that the Governing Authority proposes to levy a one percent (1%) sales tax within the District. The proceeds of such tax will be deposited in a special trust fund to be used for the furtherance of economic development projects within the District, all pursuant to the authority of the Act.

NOTICE IS HEREBY FURTHER GIVEN that the Governing Authority will meet in open and public session on Tuesday, August 6, 2024, at 6:00 p.m., at its regular meeting place, Council Chambers, West Monroe City Hall, 2305 N. 7th Street, West Monroe, Louisiana, and will at that time hear any and all objections to the proposed creation of the District and the levy of a sales tax therein. The boundaries of the District are proposed to be as follows:

WEST MONROE RIVERFRONT ECONOMIC DEVELOPMENT DISTRICT, STATE OF LOUISIANA

PROPERTY OWNER NAME	ADDRESS / LOCATION	Number*	Business (for ease of identification only)
FLYING HEART BREWING, LLC	204 COMMERCE STREET	61237	Flying Heart Brewing & Pub
FLYING HEART BREWING, LLC	COMMERCE STREET	100468	Flying Heart Brewing & Pub
FLYING HEART BREWING, LLC	COMMERCE STREET	116800	Flying Heart Brewing & Pub
OUACHITA GROUP, LLC	200 COMMERCE STREET	39225	Currently Undeveloped
CITY OF WEST MONROE	101 WOOD STREET	38288	Dock And Access, Currently Unused Structure
CITY OF WEST MONROE	N. RIVERFRONT ST. 71291	38286	Currently Undeveloped
CITY OF WEST MONROE	118 N. RIVERFRONT ST. 71291	38289	Currently Undeveloped
FLATWATER, LLC	113 S. RIVERFRONT ST. 71291	37995	Trapp's

TO THE EXTENT NOT ALREADY ENCOMPASSED WITHIN THE ABOVE LISTED TRACTS, ALL OTHER PROPERTIES WITHIN THE AREA DESCRIBED AS FOLLOWS:

- a) Bounded on the Northwest by the Northwesterly property line of Assessor Parcel #61237 (as further described above), and a northeasterly extension of that northwesterly property line;
- b) Bounded on the Northeast by the centerline of the Ouachita River;
- c) Bounded on the Southeast by the northwesterly boundary of the Endom Bridge; and
- d) Bounded on the Southwest by the boundary described as follows:
 - (i) Begin at the southwesterly corner of Parcel #37995 (as further described above), and proceed northwesterly along the northeasterly right of way line of South Riverfront Street, continuing northwesterly along the northeasterly right of way line of North Riverfront Street to its intersection with the southeasterly property line of Parcel #80299 (address: 1 Natchitoches Street; current owner: River Place Condominium Homeowner's Assn, Inc.); and
 - (ii) Thence proceed northeasterly along the southeasterly property line of Parcel #80299, then along the northeasterly property line of Parcel #80299 and a southwesterly extension of that property line to its intersection with the northeasterly right of way line of Commerce Street; and
 - (iii) Thence proceed northwesterly along the northeasterly right of way line of Commerce Street to a point on the northwesterly corner of Parcel #61237 (as further described above)
 - * Parcel numbers are the Parcel ID#s assigned by the Ouachita Parish Assessor as of 7/1/2024

EXHIBIT B



Isabelle Butler, CERA REGISTRAR OF VOTERS PARISH OF OUACHITA 1650 DESIARD STREET, SUITE 125 MONROE, LOUISIANA 71201



CERTIFICATE

I, Isabelle Butler, the duly appointed Ouachita Parish Registrar of Voters, do hereby certify to the West Monroe Riverfront Economic Development District, State of Louisiana (the "District") that, as of the date set forth below, there are no qualified electors located within the District, the boundaries of which are as follows:

PROPERTY OWNER NAME	ADDRESS / LOCATION	Number*	Business (for ease of identification only)
FLYING HEART BREWING, LLC	204 COMMERCE STREET	61237	Flying Heart Brewing & Pub
FLYING HEART BREWING, LLC	COMMERCE STREET	100468	Flying Heart Brewing & Pub
FLYING HEART BREWING, LLC	COMMERCE STREET	116800	Flying Heart Brewing & Pub
OUACHITA GROUP, LLC	200 COMMERCE STREET	39225	Currently Undeveloped
CITY OF WEST MONROE	101 WOOD STREET	38288	Dock And Access, Currently Unused Structure
CITY OF WEST MONROE	N. RIVERFRONT ST. 71291	38286	Currently Undeveloped
CITY OF WEST MONROE	118 N. RIVERFRONT ST. 71291	38289	Currently Undeveloped
FLATWATER, LLC	113 S. RIVERFRONT ST. 71291	37995	Trapp's

TO THE EXTENT NOT ALREADY ENCOMPASSED WITHIN THE ABOVE LISTED TRACTS, ALL OTHER PROPERTIES WITHIN THE AREA DESCRIBED AS FOLLOWS:

- Bounded on the Northwest by the Northwesterly property line of Assessor Parcel #61237 (as further described above), and a northeasterly extension of that northwesterly property line;
- b) Bounded on the Northeast by the centerline of the Ouachita River;
- c) Bounded on the Southeast by the northwesterly boundary of the Endom Bridge; and
- d) Bounded on the Southwest by the boundary described as follows:
 - (i) Begin at the southwesterly corner of Parcel #37995 (as further described above), and proceed northwesterly along the northeasterly right of way line of South Riverfront Street, continuing northwesterly along the northeasterly right of way line of North Riverfront Street to its intersection with the southeasterly property line of Parcel #80299 (address: 1 Natchitoches Street; current owner: River Place Condominium Homeowner's Assn, Inc.); and
 - (ii) Thence proceed northeasterly along the southeasterly property line of Parcel #80299, then along the northeasterly property line of Parcel #80299 and a southwesterly extension of that property line to its intersection with the northeasterly right of way line of Commerce Street; and

Page 1 | 2

(iii) Thence proceed northwesterly along the northeasterly right of way line of Commerce Street to a point on the northwesterly corner of Parcel #61237 (as further described above)

* Parcel numbers are the Parcel ID#s assigned by the Ouachita Parish Assessor as of 7/1/2024

IN FAITH WHEREOF, witness my signature and official seal of the Ouachita Parish Registrar of Voters, this 30^{th} day of July, 2024.

(SEAL)

Isabelle Butler, CERA Registrar of Voters

Ouachita Parish

PARISH OF OUACHITA

I, the undersigned City Clerk of the City of West Monroe, State of Louisiana (the "City"), do hereby certify that the foregoing pages constitute a true and correct copy of an ordinance adopted by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, acting as governing authority of the West Monroe Riverfront Economic Development District, State of Louisiana, on August 6, 2024, authorizing the levy of a sales tax within the West Monroe Riverfront Economic Development District, State of Louisiana; directing that such sales tax in the District will be used to provide funds for economic development projects in accordance with and as authorized by Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended; and providing for other matters in connection with the foregoing.

IN FAITH WHEREOF, witness my official signature on this, the 6th day of August, 2024.

City Clerk	

CITY OF WEST MONROE

ORDINANCE NO	MOTION BY:		
	SECONDED BY:		
A ORDINANCE TO AUTHORIZE EXECUTION OF A LETTER OF INTENT WITH FRANCIS ENERGY CHARGING, LLC REGARDING EFFORTS TO OBTAIN GRANT FUNDING FOR THE DEVELOPMENT OF ELECTRIC VEHICLE CHARGING STATIONS; AND TO OTHERWISE PROVIDE THERETO.			
SECTION 1. BE IT ORDAINED by the Ma	yor and Board of Aldermen of the City of West		
Monroe, Louisiana, in regular and legal session conv	rened, that the City of West Monroe, Louisiana		
be and it is hereby authorized to execute a Letter of Intent with Francis Energy Charging, LLC			
regarding efforts to obtain grant funding for the dev	elopment of electric vehicle charging stations,		
all according to the terms, conditions and provisions of that Letter of Intent, a copy of which is			
attached as Exhibit A.			
SECTION 2. BE IT FURTHER ORDAINE	DBE IT FURTHER ORDAINED by the Mayor		
and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session			
convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she			
is hereby further authorized to further negotiate any and all of the terms and provisions of the			
attached example copy of the proposed Letter of Intent which she determines appropriate or			
beneficial prior to its execution, and to take any and all further actions and to execute any and all			
further documents she deems either necessary or proper in order to accomplish purposes of the Letter			
of Intent in the manner which she determines are in the bests overall interests of the City of West			
Monroe and its residents.			
The above Ordinance was read and considered	ed 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 6 th day of August 2024, the final vo	te being as follows:		
YEA:			
NAY:			
NOT VOTING:			

ABSENT:

ATTEST:

APPROVED THIS 6TH DAY OF AUGUST, 2024

CINDY EMORY, CITY CLERK CITY OF WEST MONROE STATE OF LOUISIANA STACI ALBRITTON MITCHELL, MAYOR CITY OF WEST MONROE STATE OF LOUISIANA





July 31, 2024

Re: Letter of Intent ("LOI") between Francis Energy Charging, LLC, a Delaware limited liability company ("Francis"), and the City of West Monroe, Louisiana ("Partner" and together with Francis, the "Parties").

This LOI confirms the interest of the Parties to enter into one or more definitive agreements related to the development of Electric Vehicle Charging Stations (the "<u>Definitive Agreement</u>"), as expeditiously as possible pursuant to, and incorporating the terms in, <u>Exhibit A</u> (the "<u>Purpose</u>").

- 1. <u>Definitive Agreement(s)</u>. The Parties will endeavor in good faith to incorporate the terms and conditions expressed in the term sheet attached as <u>Exhibit A</u> (the "<u>Term Sheet</u>") into the Definitive Agreement. The terms outlined in the Term Sheet are not all-inclusive.
- 2. <u>Term; Termination</u>. This LOI (and attached Term Sheet) shall be effective as of the date of last signature of the Parties (the "<u>Execution Date</u>") and will terminate upon the earlier of (a) three years following the Execution Date, (b) execution by the Parties of the Definitive Agreement, or (c) such earlier or later date as may be agreed upon by the Parties.
- 3. <u>Confidentiality</u>. Francis and Partner shall enter into a Non-Disclosure Agreement as expeditiously as possible (the "<u>Confidentiality Agreement</u>"). The Parties acknowledge and agree that, to the extent permitted by law, the terms and conditions thereof shall apply to this LOI, the Term Sheet, and all negotiations and discussions of the Parties relating to the Purpose.
- 4. <u>Governing Law; Dispute Resolution</u>. This LOI and Term Sheet shall be governed by and construed in accordance with the laws of State of Louisiana, without regard to conflict of law provisions. The Parties each hereby unconditionally and irrevocably (a) consent to the jurisdiction of any state or federal court sitting in the State of Louisiana, (b) agree that venue shall be proper in any state or federal court in Monroe, Louisiana, and (c) waive their right to a trial by jury in any controversy, dispute or claim arising out of or relating to this LOI and Term Sheet.
- 5. <u>Assignment</u>. Neither Party may assign any of its rights under this LOI without the prior written consent of the other Party; provided that Francis may assign this Agreement to an affiliate without the Partner's consent.



6. <u>Counterparts</u>. This LOI may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this LOI by facsimile or portable document format ("pdf") shall be effective as delivery of an original executed counterpart of this LOI.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



If these basic terms	and conditions are	acceptable, please so	o indicate by re	eturning an execu	ted copy of
this letter.					

Sincerely yours,
COMPANY:
FRANCIS ENERGY CHARGING, LLC
By: Name: Title:

ACCEPTED AND AGREED:

PARTNER:	
City of West Monroe, Louisiana	
By:	
Name: Staci Albritton Mitchell	
Title: Mayor, City of West Monroe	



Exhibit A to LOI: Term Sheet

All capitalized terms used in this Term Sheet, but not otherwise defined herein, shall have the meanings ascribed to them in the LOI.

1.	Parties:	 Francis Energy Charging, LLC ("Francis"). City of West Monroe, Louisiana ("Partner") (each, a "Party", and together, the "Parties").
2.	Relationship of the Parties:	 Francis develops, engineers, installs, finances, manages and operates public level 2 and direct-current fast charging (DCFC) EV station projects and seeks to collaborate with Partner to expand the availability of EV stations across the country with public funding from various sources, including the Charging and Fueling Infrastructure Discretionary Grant Program ("CFI"). Partner is a municipality located in Ouachita Parish, Louisiana.
3.	Definitive Agreement(s):	Project Development Agreement or Site Host Agreement (a "PDA" or "SHA", with such SHA in substantially the same form as set forth in Exhibit C), whereby Francis will assist Partner in developing EV charging projects (each, a "Project") eligible under CFI.
4.	Target Projects:	Francis shall have the exclusive right to develop, engineer, procure, construct, install, commission, manage, operate, and maintain each Project set forth on Exhibit B to the LOI for the duration of the PDA.
5.	Partner Scope of Work:	Partner shall provide all necessary assistance to the extent required by CFI and shall execute the PDA with Francis upon successful project award under CFI.
6.	Francis Scope of Work:	 Francis shall assist Partner with identifying and designing Projects, which Partner shall utilize when submitting application(s) to CFI. If Partner receives funding pursuant to a CFI award, Francis shall install, own, operate and maintain each Project on behalf of Partner for [a term to be established, but not to be less than 5 years].



7. Development Fees:	Partner shall pay Francis, upon reimbursement under each CFI award, 80% of all documented and reasonable internal and third-party out of pocket costs and expenses incurred by Francis to develop, construct, operate, and maintain each Project; provided that Partner's payment for such incurred costs shall not exceed the total monetary amount of the respective CFI award.
	For the avoidance of doubt, Francis shall be responsible for 20% of all documented and reasonable internal and third-party out of pocket costs and expenses incurred by Francis to develop, construct, operate, and maintain each Project.



Exhibit B to LOI: Projects

Site Name & Street Address	City	State	Zip Code	County
Ike Hamilton Expo Center, 501 Mane Street	West Monroe	LA	71292	Ouachita
Kiroli Park, 820 Kiroli Road	West Monroe	LA	71291	Ouachita
Restoration Park, 700 Downing Pines Drive	West Monroe	LA	71292	Ouachita
City Hall, 2305 North 7 th Street	West Monroe	LA	71291	Ouachita
White Columns Apartments, 300 Warren Drive	West Monroe	LA	71291	Ouachita



Exhibit C to LOI: Form of SHA

Reference is made to that certain Site Host Agreement (the "SHA"), dated December 18, 2023, by and between Francis Energy, LLC ("Francis") and the City of West Monroe, Louisiana ("Site Host"). The SHA is hereby incorporated by reference.

STATE OF LOUISIANA

CITY OF WEST MONROE

ORDINANCE NO	MOTION BY:
	SECONDED BY:
ORDINANCES, CITY OF WEST M CRIME OF RESISTING AN OFFIC INCLUDES FAILURE TO PROVIDE	TION 11-4015(b)(1) OF THE CODE OF ONROE, LOUISIANA, RELATIVE TO THE CER, TO PROVIDE THAT OBSTRUCTION E OR DISPLAY PROPER IDENTIFICATION NCES; AND TO OTHERWISE PROVIDE
SECTION 1. BE IT ORDAINED by	the Mayor and Board of Aldermen of the City of West
Monroe, Louisiana, in regular and legal se	ession convened, that 11-4015(b)(1) of the Code of
Ordinances, City of West Monroe, Louisiana	a, is hereby amended, to provide as follows:
"Sec. 11-4015 Resisting an office	r.
* * *	
. , . ,	on of" as used herein shall, in addition to its common onnotation mean the following:
* * *	
license or identification operator of a motor version alleged violation of a	vide or display the person's state issued driver's on on the officer's request when the person is an ehicle, the person has been lawfully detained for an law, and the officer has exhausted all resources at his identity of the person.
* * *''	
The above Ordinance was read and	considered by Sections at a public meeting of the
Mayor and Board of Aldermen, in regular ar	nd legal session convened, voted on by yea or nay
vote, passed and adopted the 6th day of Augu	ast, 2024, the final vote being as follows:
YEA:	
NAY:	
ABSENT:	
ATTEST:	
	APPROVED THIS 6TH DAY OF AUGUST, 2024
CINDY EMORY, CITY CLERK CITY OF WEST MONROE STATE OF LOUISIANA	STACI ALBRITTON MITCHELL, MAYOR CITY OF WEST MONROE STATE OF LOUISIANA

STATE OF LOUISIANA

CITY OF WEST MONROE

ORDINANCE NO	MOTION BY:	
	SECONDED BY:	

ORDINANCE TO AMEND SECTION 11-4035 OF THE CODE OF ORDINANCES, CITY OF WEST MONROE, LOUISIANA, RELATING TO THE PENALTIES FOR POSSESSION OR USE OF DRUG PARAPHERNALIA, TO REDUCE THE PENALTIES RELATING TO MARIJUANA DRUG PARAPHERNALIA; 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 11-4035 of the Code of Ordinances,

City of West Monroe, Louisiana, is hereby amended, to provide as follows:

" Sec. 11-4035. - Penalties.

- (a) (1) Except as provided in Subsection (d) of this Section, the first violation of or failure to comply with any provision of sections 11-4031 to 11-4036 shall subject the offender to a fine not in excess of three hundred dollars (\$300.00), or imprisonment of not more than fifteen (15) days, or both.
 - (2) A conviction for a violation of the provisions of sections 11-4031 to 11-4036 may not be used as a predicate conviction for enhancement purposes under Subsection (b) of this section if the offender has not been convicted of any violation of the controlled dangerous substances law for a period of two years from the date of completion of sentence, probation, parole, or suspension of sentence for that conviction. The provisions of this subsection shall apply only once with respect to any person.
- (b) On a second conviction, except as provided in Subsection (d) of this Section, the offender shall be fined not more than one thousand dollars, or imprisoned for not more than six months, or both.
- (c) If the second or subsequent conviction is by any person licensed under the occupational license tax law, as provided in R.S. 47:341 et seq. and section 10-1001 et seq., or by such person's manager, agent, servant, or employee, then such person shall forfeit the right to any permit issued thereunder and such permit may be suspended or revoked.
- (d) The penalty for possessing drug paraphernalia intended for, or used solely for, the inhalation, ingestion, epidermal or sublingual absorption, or other method of introducing marijuana or marijuana derivatives into the human body are as follows for quantities of paraphernalia not exceeding those required for individual personal use:
 - (1) On a first conviction, a fine of one hundred dollars.
 - (2) On a second conviction, a fine of five hundred dollars.
 - (3) On a third or subsequent conviction, a fine of two thousand five hundred dollars."

and Board of Aldermen, in regular and legal session convened, voted on by yea or nay vote, passed and adopted the 6th day of August, 2024, the final vote being as follows:

YEA:

NAY:

NOT VOTING:

ABSENT:

ATTEST:

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

CINDY EMORY, CITY CLERK CITY OF WEST MONROE

STATE OF LOUISIANA

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

APPROVED THIS 6TH DAY OF

AUGUST, 2024

STATE OF LOUISIANA

CITY OF WEST MONROE

ORDINANCE NO	MOTION BY:
	SECONDED BY:

AN ORDINANCE TO ENACT SECTION 11-5016 OF THE CODE OF ORDINANCES, CITY OF WEST MONROE, LOUISIANA, TO DEFINE THE CRIME OF UNLAWFUL USE OF AN UNMANNED AIRCRAFT SYSTEM, TO PROVIDE APPLICABLE DEFINITIONS OF TERMS, TO PROVIDE FOR CERTAIN EXCEPTIONS AND EXCLUSIONS, AND TO ESTABLISH THE PENALTIES FOR VIOLATIONS; 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 11-5016 of the Code of Ordinances, City of West Monroe, Louisiana, is hereby enacted, to read as follows:

"Sec. 11-5016 Unlawful use of an unmanned aircraft system

- A. Unlawful use of an unmanned aircraft system is either of the following:
 - (1) (a) The intentional use of an unmanned aircraft system to conduct surveillance of, gather evidence or collect information about, or photographically or electronically record a targeted facility without the prior written consent of the owner of the targeted facility.
 - (b) The intentional use of an unmanned aircraft system over the grounds of a state or local jail, prison, or other correctional facility that incarcerates or detains juveniles or adults accused of, convicted of, sentenced for, or adjudicated delinquent for violations of criminal law without the express written consent of the person in charge of that state or local jail, prison, or other correctional facility.
 - (2) The unmanned aircraft system shall be seized by a law enforcement officer in the course of arrest or issuance of summons or shall be seized by order of court pursuant to other provisions of law.
- B. As used in this Section, the following definitions shall apply:
 - (1) "Federal government" means the United States of America and any department, agency, or instrumentality thereof.
 - (2) "State government" means the state of Louisiana and any department, agency, or instrumentality thereof.
 - (3) "Targeted facility" means the following systems:
 - (a) Petroleum and alumina refineries.
 - (b) Chemical and rubber manufacturing facilities.
 - (c) Nuclear power electric generation facilities.
 - (d) School and school premises as defined by R.S. 14:40.6(B).
 - (e) Critical infrastructure as defined by R.S. 14:61(B).

- (f) Grain elevators and grain storage facilities.
- (4) "Unmanned aircraft system" means an unmanned, powered aircraft that does not carry a human operator, can be autonomous or remotely piloted or operated, and can be expendable or recoverable. "Unmanned aircraft system" does not include any of the following:
 - (a) A satellite orbiting the earth.
 - (b) An unmanned aircraft system used by the federal government or a person who is acting pursuant to contract with the federal government to conduct surveillance of specific activities.
 - (c) An unmanned aircraft system used by the state government or a person who is acting pursuant to a contract with the state government to conduct surveillance of specific activities.
 - (d) An unmanned aircraft system used by a local government law enforcement agency or fire department.
 - (e) An unmanned aircraft system used by a person, affiliate, employee, agent, or contractor of any business which is regulated by the Louisiana Public Service Commission or by a local franchising authority or the Federal Communications Commission under the Cable Television Consumer Protection and Competition Act of 1992 or of a municipal or public utility, while acting in the course and scope of his employment or agency relating to the operation, repair, or maintenance of a facility, servitude, or any property located on the immovable property which belongs to such a business.
- C. (1) Nothing in this Section shall prohibit a person from using an unmanned aircraft system to conduct surveillance of, gather evidence or collect information about, or photographically or electronically record his own property that is either of the following:
 - (a) Located on his own immovable property.
 - (b) Located on immovable property owned by another under a valid lease, servitude, right-of-way, right of use, permit, license, or other right.
 - (2) Third persons retained by the owner of the property described in Paragraph (1) of this Subsection shall not be prohibited under this Section from using an unmanned aircraft system to conduct activities described in Paragraph (1) of this Subsection.
- D. The provisions of this Section shall not apply to any of the following:
 - (1) Any person operating an unmanned aircraft vehicle or unmanned aircraft system in compliance with federal law or Federal Aviation Administration authorization or regulations or to any person engaged in agricultural commercial operations as defined in R.S. 3:41.

Item 13)

(2) The operation of an unmanned aircraft by institutions of higher education conducting research, extension, and teaching programs in association with university sanctioned initiatives.

E. Whoever commits the crime of unlawful use of an unmanned aircraft system as provided in Subparagraph (A)(1)(a) of this Section shall be fined not more than five hundred dollars, or imprisoned for not more than six months, or both.

F. The provisions of this Section shall not apply to unmanned aircraft systems used for motion picture, television, or similar production where the filming is authorized by the property owner."

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

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea or nay vote, passed and adopted the 6th day of August, 2024, the final vote being as follows:

YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	
	APPROVED THIS 6TH DAY OF AUGUST, 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 ENACT SECTION 11-3001.1 OF THE CODE OF ORDINANCES, CITY OF WEST MONROE, LOUISIANA, TO CREATE THE CRIME OF VANDALIZING, TAMPERING WITH, OR DESTROYING A CRIME CAMERA SYSTEM; TO PROVIDE FOR DEFINITIONS; TO PROVIDE FOR PENALTIES; 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 11-3001.1 of the Code of Ordinances, City of West Monroe, Louisiana, is hereby enacted, to read as follows:

"Sec. 11-3001.1. Vandalizing, tampering with, or destroying a crime camera system

- A. It shall be unlawful for any person to intentionally vandalize, tamper with, or destroy a crime camera system by any of the following:
 - (1) Causing functional or cosmetic damage to the system.
 - (2) Adjusting or modifying the location, position, aim, focus or functionality of the system.
 - (3) Tampering with the performance, functions, or features of the system.
 - (4) Rendering the system temporarily or permanently inoperable.
- B. For the purposes of this Section, a "crime camera system" includes any camera or license plate reader erected or installed for the purpose of observing or deterring illegal activity as well as any lights, mounting poles or brackets, actuator motors, computer control boards, connection interfaces, signage, software, protective housing, lenses, power supply systems, recording or battery backups, microphones, data connectivity hardware, or other component parts or ancillary equipment necessary for proper functionality and operation.
- C. Whoever violates the provisions of Subsection A of this Section shall be imprisoned for not more than six months, or may be fined not more than five hundred dollars, or both."

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

Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea or nay vote, passed and adopted the 6th day of August, 2024, the final vote being as follows:

YEA:

NAY:

NOT VOTING:

ABSENT:

APPROVED THIS 6TH DAY OF AUGUST, 2024

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

STATE OF LOUISIANA

STATE OF LOUISIANA

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

STATE OF LOUISIANA

CITY OF WEST MONROE

ORDINANCE NO	MOTION BY:	
	SECONDED BY:	

ORDINANCE TO AMEND SEC. 11-4027 SECTION HEADING, (A)(1) A. AND C., (A)(2) AND (3), (C)(1)E. AND (C)(3); SEC. 11-4027.1 SECTION HEADING; SEC. 11-4027.2 SECTION HEADING; SEC. 11-4027.3 SECTION HEADING; SEC. 11-4027.4 SECTION HEADING; SEC. 11-4027.5(B)(3); AND SEC. 11-4027.6(A); ALL OF THE CODE OF ORDINANCES, CITY OF WEST MONROE, LOUISIANA, ALL RELATIVE TO OPERATING A VEHICLE WHILE INTOXICATED (NOW TO BE "IMPAIRED"); TO PROVIDE RELATIVE TO CHANGES IN TERMINOLOGY; TO PROVIDE FOR A DEFINITION; TO PROVIDE RELATIVE TO ELEMENTS OF CERTAIN OFFENSES INVOLVING A MOTOR VEHICLE AND THE OPERATOR OF A MOTOR VEHICLE; TO PROVIDE FOR RELATED MATTERS; TO PROVIDE THE PROVISIONS OF THIS ORDINANCE ARE SEVERABLE; TO ESTABLISH AN EFFECTIVE DATE; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Sec. 11-4027 section heading, (a)(1) a. and c., (a)(2) and (3), (c)(1)e. and (c)(3); Sec. 11-4027.1 section heading; Sec. 11-4027.2 section heading; Sec. 11-4027.3 section heading; Sec. 11-4027.4 section heading; Sec. 11-4027.5(b)(3); and Sec. 11-4027.6(a), all of the Code of Ordinances, City of West Monroe, Louisiana, are hereby amended to now provide as follows:

"Sec. 11-4027. Operating a vehicle while impaired.

- (a)(1) The crime of operating a vehicle while impaired is the operating of any motor vehicle, aircraft, watercraft, vessel, or other means of conveyance when any of the following conditions exist:
 - a. The operator is impaired by alcoholic beverages.

* * *

- c. The operator is impaired by any other drug, combination of drugs, or combination of alcohol and drugs.
- (2) A valid driver's license shall not be an element of the offense, and the lack thereof shall not be a defense to a prosecution for operating a vehicle while impaired.
- (3) As used in this Section, the term "drug" means any substance or combination of substances that, when taken into the human body, can impair the ability of the person to operate a vehicle safely.

* * *

(c)(1) For purposes of determining whether a defendant has a prior conviction for a violation of this Section, a conviction under any of the following shall constitute a prior conviction:

* * *

e. A law of any state or an ordinance of a municipality, town, or similar political subdivision of another state that prohibits the operation of any motor vehicle, aircraft, watercraft, vessel, or other means of conveyance while impaired, or while under the influence of alcohol, drugs, or any controlled dangerous substance, or as otherwise provided by R.S. 13:1894.1.

* * *

(3) For purposes of this Section, a prior conviction shall not include a conviction for an offense under this Section, a conviction for an offense under R.S. 14:39.1, or a conviction under the laws of any state or an ordinance of a municipality, town, or similar political subdivision of another state which prohibits the operation of any motor vehicle, aircraft, watercraft, vessel, or other means of conveyance while impaired, or while under the influence of alcohol, drugs, or any controlled dangerous substance, or as otherwise provided by R.S. 13:1894.1, if committed more than ten years prior to the commission of the crime for which the defendant is being tried, and such conviction shall not be considered in the assessment of penalties in this Section. However, periods of time during which the offender was awaiting trial, under an order of attachment for failure to appear, or on probation or parole for an offense described in this Paragraph, or periods of time during which an offender was incarcerated in a penal institution in this or any other state for any offense, including an offense described in Paragraph (1) of this Subsection, shall be excluded in computing the ten-year period.

* * *

11-4027.1. Operating while impaired; first offense; penalties

* * *

11-4027.2. Operating while impaired; second offense; penalties

* * *

11-4027.3. Operating while impaired; third offense; penalties

* * *

11-4027.4. Operating while impaired; fourth offense; penalties

* * *

11-4027.5. Special provisions and definitions

* * *

(b)

* * *

(3) An offender who has been convicted of any second violation of any state or local law or ordinance prohibiting operating a vehicle while impaired, committed within five years of the commission of any prior operating while impaired violation, shall not be eligible for home incarceration until the offender has first served a minimum of forty-eight consecutive hours of imprisonment.

* * *

11-4027.6. Underage operating while impaired

a. The crime of underage operating a vehicle while impaired is the operating of any motor vehicle, aircraft, watercraft, vessel, or other means of conveyance when the

operator's blood alcohol concentration is 0.02 percent or more by weight based on grams of alcohol per one hundred cubic centimeters of blood, if the operator is under the age of twenty-one.

* * *"

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

SECTION 3. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that this amendment shall be effective August 7, 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 6th day of August, 2024, the final vote being as follows:

YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	
	APPROVED THIS 6TH DAY OF AUGUST, 2024
CINDY EMORY, CITY CLERK	STACI ALBRITTON MITCHELL, MAYOR
CITY OF WEST MONROE STATE OF LOUISIANA	CITY OF WEST MONROE STATE OF LOUISIANA

STATE OF LOUISIANA

WEST MONROE HOUSING AUTHORITY

RESOLUTION NO	MOTION BY:
	SECONDED BY:
	AITING LIST FOR THE HOUSING VOUCHER BE HOUSING AUTHORITY, WEST MONROE,
WHEREAS, in the past the West Monn	roe Housing Authority has always taken applications for
preferences for the elderly and disabled, for victin	ns of domestic violence, the homeless, and for those needing
to be relocated from substandard housing; and	
WHEREAS, the West Monroe Housing A	Authority currently has 623 applications on the wait list, so
that the 360 open applications received in Octobe	r, 2023, may be required to wait an extended time, in excess
of a year or more, if preferences are continued to	be added to the waiting list; and
WHEREAS, the number of persons being	ng able to be called has been reduced because of overall
decreased funding, increased rentals, and a lowe	r attrition rate; and
WHEREAS, both 24 CFR 982.206 and 41	6B. of the HUD Occupancy Handbook provide that waiting
lists should be closed under these types of circur	nstances.
ACCORDINGLY,	
SECTION 1. BE IT RESOLVED by the	ne West Monroe Housing Authority, in special and legal
session convened, that the waiting list for the Ho	ousing Voucher Program is hereby closed.
The above Resolution was read and cons	idered by Sections at a public meeting of the West Monroe
Housing Authority, in special and legal session co	onvened, on the 6th day of August, 2024, voted on by yea and
nay vote, passed and adopted, the final vote bein	g as follows:
YEA:	
NAY:	
ABSENT:	
ATTEST:	APPROVED THIS 6TH DAY OF AUGUST, 2024
	WEST MONROE HOUSING AUTHORITY
	BY:
CINDY EMORY, CITY CLERK/SECRETARY	STACI ALBRITTON MITCHELL, MAYOR/CHAIRMAN
CITY OF WEST MONROE	CITY OF WEST MONROE
STATE OF LOUISIANA	STATE OF LOUISIANA

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: SEWER POINT REPAIR SOUTH 5TH STREET
24E055.00
ENGINEER: LAZENBY & ASSOCIATES, INC.
OWNER: CITY OF WEST MONROE
CONTRACTOR:AMETHYST CONSTRUCTION, INC.
CONTRACT DATE: June 5, 2024
DATE OF ACCEPTANCE OF SUBSTANTIAL COMPLETION: July 19, 2024
This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:
All Work
The Work to which this certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER on and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on
<u>July 19, 2024</u> Date of Substantial Completion
A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within 10 calendar days of the above date of Substantial Completion or after the Contract Time is restarted.
The Date of Substantial Completion is the date upon which all guarantees and warranties begin, except as follows:
The 45-day lien period shall begin upon the date that this document is filed with the Clerk of Court in Ouachita Parish.
This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.
Executed by ENGINEER onJuly 19, 2024
Lazenby & Associates, Inc. ENGINEER
By: Joshwa fays
The CONTRACTOR accepts this Certificate of Substantial Completion on July 19, 2024
Amethyst Construction, Inc. CONTRACTOR By:
The OWNER accepts this Certificate of Substantial Completion on
City of West Monroe OWNER
By:

INSPECTION "PUNCH LIST"

SEWER POINT REPAIR SOUTH 5TH STREET L & A, Inc. Project No. 24E055.00 July 19, 2024

No punch list items associated with this contract.

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, BEING THE BID OF BGW CONSTRUCTION, LLC FOR \$82,076.19; AND THEREAFTER TO ENTER INTO A CONSTRUCTION CONTRACT WITH BGW CONSTRUCTION, LLC, FOR CERTAIN CONSTRUCTION SERVICES IN CONNECTION WITH THE PROJECT KNOWN AS "OTIS STREET FIRE STATION DRIVEWAY REPAIR PROJECT"; 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 "Otis Street Fire Station Driveway Repair Project", being the bid of BGW Construction, LLC in the amount of \$82,076.19.

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 BGW Construction, LLC, for certain construction services in connection with the "Otis Street Fire Station Driveway Repair Project", all according to the terms, conditions and provisions set forth in the copy of that contract 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 6th day of August, 2024, the final vote being as follows:

YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	
	APPROVED THIS 6TH DAY OF AUGUST, 2024
CINDY EMORY, CITY CLERK CITY OF WEST MONROE	STACI ALBRITTON MITCHELL, MAYOR CITY OF WEST MONROE
STATE OF LOUISIANA	STATE OF LOUISIANA



SECTION 00 52 43

AGREEMENT FORM - UNIT PRICE

THIS AGREEMENT is by and between	City of West Monroe
(hereinafter called OWNER) and	BGW Construction, LLC
(hereinafter called CONTRACTOR).	

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Concrete pavement patching, asphalt patching, and drainage improvements.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Otis Street Fire Station Driveway Repair West Monroe, Louisiana

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by:

Lazenby & Associates, Inc. 2000 North 7th Street West Monroe, LA 71291

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within <u>20</u> days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within <u>30</u> days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$240.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$240.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

- 5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 5.01.A below:
 - A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit

Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the work completed, less the aggregate of payments previously made, less retainage as shown below, and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:
 - a. Retainage withheld shall be ten percent (10%) for contract amounts of less than five-hundred thousand dollars (\$500,000.00).
 - b. Retainage withheld shall be five percent (5%) for contract amounts of five-hundred thousand dollars (\$500,000.00) or more.
 - 2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100 % of the Work completed, less retainage, and less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100 % of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:
- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto
- E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

Agreement Form – Unit Price 00 52 43 - 3

- F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive);
 - 2. Performance Bond (pages 1 to 4, inclusive);
 - 3. Payment Bond (pages 1 to 4, inclusive);
 - 4. General Conditions (pages 1 to 42, inclusive);
 - 5. Supplementary Conditions (pages 1 to 11, inclusive);
 - 6. Specifications as listed in the table of contents of the Project Manual;
- 7. Drawings consisting of a cover sheet and plan sheets, inclusive, with each sheet bearing the following general title: Otis Street Fire Station Driveway Repair
 - 8. Addenda (numbers to , inclusive);
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed (1 page);
 - b. CONTRACTOR's Bid (pages 1 to 5, inclusive);
- 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;

Agreement Form – Unit Price 00 52 43 - 4

- c. Change Order(s).
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
 - C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

- 9.01 *Terms*
 - A. Terms used in this Agreement will have the meanings indicated in the General Conditions.
- 9.02 Assignment of Contract
- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf. the Agreement). CONTRACTOR: OWNER: BGW Construction, LLC City of West Monroe Staci Albritton Mitchell, Mayor [CORPORATE SEAL] [CORPORATE SEAL] Attest _____ Attest Address for giving notices: Address for giving notices: 2305 North 7th Street 3893 Highway 167 West Monroe, Louisiana 71291 (If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach License No. <u>61171</u> evidence of authority to sign and resolution or other (Where applicable) documents authorizing execution of OWNER-Agent for service of process: CONTRACTOR Agreement.) (If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.) Designated Representative: Designated Representative: Name: Jonathan Williams Name: Staci Albritton Mitchell Title: Mayor Title: Member Address: 3893 Highway 167 Address: 2305 North 7th Street West Monroe, Louisiana 71291 Dubach, LA 71235 Phone: 318-547-3443 Phone: (318) 396-2600 Facsimile: Facsimile:

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One

END OF DOCUMENT

SECTION 00 41 43

BID FORM - UNIT PRICE

PROJECT IDENTIFICATION: Otis Street Fire Station

Driveway Repair City of West Monroe Ouachita Parish, Louisiana L&A, Inc. Project No. 24E069.00

NAME AND ADDRESS OF BIDDER:

BG 65 Construction, LLC 3893 Hy 167 Dubuch, Za 2/235

THIS BID IS SUBMITTED TO: City of West Monroe

2305 North 7th Street West Monroe, LA 71291

- 5.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.
 - 3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
 - Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
U/A	
,	

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

Bid Form – Unit Price 00 41 43 - 1

202-01-	Removal of Structures	100%	Lump	4,887	Dollars	
00100	& Obstructions		Sum		Cents	Æ
						\$4,887,50
202-02-	Removal of Asphalt	20.0	Square	40	Dollars	
02020	Pavement		Yards	<u> </u>	Cents	A.F
·						3/800.60
202-02-	Removal of Portland	79	Square	40	Dollars	•
32500	Cement Concrete		Yards	<i>D</i> }	Cents	
	Pavement					\$7,112,32
203-05-	Excavation &	100%	Lump	<u> 2445</u>	Dollars	•
00100	Embankment		Sum	00	Cents	*
	V-V-V-		anne denador.			\$2645 00
302-02-	Class II Base Course	87.5	Square	6 Y	Dollars	
03120	(8" Thick) (Stone or		Yard	40	Cents	
	Recycled PCC					
	Pavement)					\$5,635,00
402-01-	Traffic Maintenance	13.1	Cubic	214	Dollars	•
00100	Aggregate (Vehicular		Yards	64	Cents	
	Measurement)					12,811.78
510-01-	Pavement Patching (12"	20.0	Square	13,800	Dollars	
00200	Minimum Thickness)		Yard	2 0	Cents	-wi
	And the state of t		are position			\$ 13, 800.00
601-01-	Portland Cement	79.0	Square	221	Dollars	•
00200	Concrete Pavement (8		Yard	16	Cents	
	½" Thick)					221.7 97 471
701-04-	Storm Drain Pipe Arch	60	Linear	/ 34	Dollars	,
01000	(15" Equiv. RCPA)		Feet	85	Cents	
						8,211,00
701-15-	Concrete Collar (With	2	Each	750	Doilars	
00100	Marmac Dissimilar				Cents	
	Coupler)					1,500
713-01-	Temporary Signs &	100%	Lump	3 500	Dollars	7,300
00100	Barricades	10076	Sum		Cents	
00100	DailCaucs		Sum		CORES	
						3,500,00
716-01-	Mulch (Vegetative)	0.1	Ton	<u> </u>	Dollars	
00100					Cents	
						252,00
717-01-	Seeding	1	Pound		Dollars	al de la constant de
00100					Cents	
			İ			175
718-01-	Fertilizer	40	Pound	4	Dollars	i
00100	Les auscol	+0	rounu	10	Cents	C. A. C.
MINO				~~~	Cuits	
						164
726-01-	Bedding Material	10.0	Cubic	208	Dollars	
00100			Yard		Cents	
						208150
727-01-	Mobilization	100%	1	3,000	Dollars	
00100	WIODINZAUOR	10070	Lump Sum		Donais Cents	
00100			20111		VIII)	3,000
	1		1			1 1000

Bid Form - Unit Price 00 41 43 - 3

- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - 5. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- **5.01** Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Bidders may use numbers only when completing the bid form.

	•		-		
BASE BID					
DAGE DID				1	Dytonoion
Item No.	Description	Ouantity	Unit	Unit Price	Extension
uem No.	Describuon	Quantities	O 3 4 3 5		

740-01-	Construction Layout	100%	Lump _	500	Dollars	
00100			Sum		Cents	
					adisi nahel akel	\$500,00
741-08-	Adjust Water Valve	1	Each _	500	Dollars	
00100	, and the second			9840p., ydd gaglein ac 1880 (1884 1884 1884 1884 1884 1884 1884 188	Cents	
			- And		-	⁵ 500.00
NS-500-	Sawcutting Asphaltic	48	Inch-	rs	Dollars	
00340	Concrete Pavement	The second secon	Linear _	70	Cents	
			Feet		***************************************	5619,20
NS-600-	Sawcutting Portland	264	Inch-	12	Dollars	
00220	Cement Concrete		Linear	Φ	Cents	
	Pavement	2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Feet			3,405.60
S-001	Final Cleanup &	100%	Lump	2,000	Dollars	
	Erosion Control		Sum _	,	Cents	
						2,000

TOTAL OF BASE BID = 5 82,076,19

Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

- 6.01 Bidder agrees that the Work will be substantially complete within 20 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within 30 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.
- 7.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

Doing business as: Business address:	
(Individual's signature)	
Ву:	(SEAL)
Name (typed or printed):	
An Individual	
If Bidder is:	
State Contractor License No	
State Contractor License No6/17/	
SUBMITTED on 30 July , 2024.	

Bid Form - Unit Price 00 41 43 - 4

Thore Ivo.	FAX No.:	
nership		
Partnership Name:		(SEAL)
Ву:	eneral partner attach evidence of autho	
(Signature of ge	eneral partner attach evidence of autho	rity to sign)
Name (typed or printed):	All Andrews	· ·
Business address:		
Phone No.:	FAX No.:	
oration		
Corporation Name: Be State of Incorporation: La Type (General Business, P	Professional, Service, Limited Liability):	
Corporation Name: Bb State of Incorporation: L Type (General Business, P By: (Sign	Professional, Service, Limited Liability):	n)
State of Incorporation:	Professional, Service, Limited Liability):	n)
Corporation Name: Be State of Incorporation: Be Type (General Business, PB): (Signal Name (typed or printed):	Professional, Service, Limited Liability):	2 (C
Corporation Name: BUSINESS AND STATE OF Incorporation: Land Type (General Business, Paragraph Name (typed or printed): Land Title: Manager Attest Business address: 389	Professional, Service, Limited Liability): Professional, Service, Limited Liability Professional Liability Profes	(CORPORATE SEA
Corporation Name:	Professional, Service, Limited Liability):	(CORPORATE SEA
Corporation Name: Bt State of Incorporation: I Type (General Business, P By: (Sign Name (typed or printed): Title: Member Attest Business address: 389 Phone No.: 3/8-547-1	Professional, Service, Limited Liability):	(CORPORATE SEA

Bid Form – Unit Price 00 41 43 - 5

SECTION 00 43 13

BID BOND

BIDDER (Name and Address):	
BGW Construction, LLC	
3893 Hwy 167,	
Dubach, LA 71235	
SURETY (Name and Address of Principal Place of B	Panis anala
	ousiness).
Merchants Bonding Company (Mutual) P.O. BOX 14498.	
DES MOINES, IA 50306 - 3498	tanan da ana ana ana ana ana ana ana ana
OWNER (Name and Address):	
City of West Monroe	**************************************
2305 North 7th Street	
West Monroe, LA 71291	
DIA	
BID DUE DATE: 07/30/2024	
PROJECT (Brief Description Including Location): Otis Street Fire Station Driveway Rep	and in
West Monroe, Louisiana	L&A. Inc. Project No. 24E069.00
West Monroe, Considera	D&A. IIIC. FTOJECT NG: 241.007.00
BOND NUMBER: BID DATE (Not later than Bid due date): 07/26/2024	
PENAL SUM; Five Percent of Total Amount Bid	(5% of Total Amount Bid)
(Words)	(Figures)
IN WITNESS WHEREOF, Surety and Bidder, intend printed on the reverse side hereof, do each cause this authorized officer, agent, or representative.	
BIDDER	SURETY
BGW Construction, LLC (Seal)	Merchants Bonding Company (Mutual) (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Menber	By: Ryan Tash, Attorney-in-Fact
Signature and Title	Signature and Title
Sanather Williams	(Attach Power of Attorney)
Artest:	Attest: Victoria Madore, Secretary
Signature and Title	Signature and Title
Note: (1) Above addresses are to be used for gi (2) Any singular reference to Bidder, Sur plural where applicable.	iving required notice. rety, OWNER or other party shall be considered

Bid Bond 00 43 13 - 1

- 1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
- 2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
- 3. This obligation shall be null and void if:
- 3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by OWNER, or
- 3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
- 6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
- 7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- 9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- 11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

 END OF DOCUMENT

Bid Bond 00 43 13 - 2

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individua who signed the document to which this certificate attached, and not the truthfulness, accuracy, or validity of that document.	
State of California County of Sacramento	
On On Tree ZY before me, Tree	aci E. Nakagaki, Notary Public
	(insert name and title of the officer)
personally appeared Ryan Tash	·
who proved to me on the basis of satisfactory evide subscribed to the within instrument and acknowledge his/her/their authorized capacity(ies), and that by his person(s), or the entity upon behalf of which the per	ged to me that he/she/they executed the same in s/her/their signature(s) on the instrument the
I certify under PENALTY OF PERJURY under the la paragraph is true and correct.	aws of the State of California that the foregoing
WITNESS my hand and official seal.	TRACI E. NAKAGAKI COMM. #2383122 Notary Public - California Sacramento County
Signature	Sacramento County 9 My Comm. Expires Nov. 15, 2025 (Seal)



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Christine Stradford; Katherine DuPont; Ryan Tash; Susan Fournier

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February 2024



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

Notary Đứ biể

President I

STATE OF IOWA COUNTY OF DALLAS ss.

On this 3rd day of February 2024, before me appeared Larry Taylor, to me personally known, who being by me duly swom did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller

Commission Number 787952 My Commission Expires January 20, 2027

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 26th day of July , 2024 .



POA 0018 (1/24)

STATE OF LOUISIANA

CITY OF WEST MONROE

CITY OF WEST MONROE
ORDINANCE NO MOTION BY:
SECONDED BY:
AN ORDINANCE TO AUTHORIZE THE MAYOR OF THE CITY OF WEST MONROE, LOUISIANA, TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH S.E. HUEY CO. FOR CERTAIN ENGINEERING SERVICES IN CONNECTION WITH THE PROJECT KNOWN AS "BLACK BAYOU CANAL IMPROVEMENTS - THOMAS ROAD AREA", AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.
SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West
Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor
of the City of West Monroe, Louisiana, be and she is hereby authorized to execute on behalf of the
City of West Monroe, Louisiana, a Contract For Engineering Services with S.E. Huey Co. for certain
engineering services on the project known as "Black Bayou Canal Improvements - Thomas Road
Area", a copy of which contract 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 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 contract described above
according to its terms and intent, including but not limited to such negotiations and modifications
as she determines appropriate regarding the terms and conditions of the employment, the nature of
the services performed and the manner of calculation of compensation for those services.
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 6^{th}
day of August, 2024, the final vote being as follows:
YEA:
NAY:
NOT VOTING:
ABSENT:
ATTEST: APPROVED THIS 6TH DAY OF AUGUST, 2024

CINDY EMORY, CITY CLERK CITY OF WEST MONROE STATE OF LOUISIANA STACI ALBRITTON MITCHELL, MAYOR CITY OF WEST MONROE STATE OF LOUISIANA



CONTRACT FOR ENGINEERING SERVICES BLACK BAYOU CANAL IMPROVEMENTS -THOMAS ROAD AREA (EDA)

THIS CONTRACT FOR ENGINEERING SERVICES (hereinafter simply referred to as this "Contract"), by and between CITY OF WEST MONROE, hereinafter referred to as "OWNER" and S. E. Huey Co., Monroe, Louisiana, hereinafter referred to as "ENGINEERS".

WHEREAS, OWNER proposes to undertake a project known as the "BLACK BAYOU CANAL IMPROVEMENTS - THOMAS ROAD AREA (EDA)" (hereinafter referred to as the "PROJECT"); and

WHEREAS, OWNER is receiving funding from the U.S. Department of Commerce Economic Development Administration (EDA) for construction of the PROJECT; and

WHEREAS, OWNER desires to engage ENGINEERS to make surveys, design improvements, prepare final construction plans and specifications, provide contract administration, and provide on-site construction observation/inspection as necessary or appropriate for proper review of construction activities by contractor for the PROJECT; and

WHEREAS, ENGINEERS are agreeable to undertaking the engineering, surveying and related services under conditions and for fees set forth in this Contract.

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

OWNER hereby employs and retains ENGINEERS, and ENGINEERS agree to provide all requested engineering and surveying services necessary for the performance of the items of WORK for the PROJECT, including contract administration and on-site construction observation, as more fully provided in SCOPE OF SERVICES.

SCOPE OF PROJECT

The PROJECT for which services will be provided for under this Contract consists of the design and construction services for the replacement of approximately 1,660-ft of concrete drainage canals in the vicinity of Thomas Road in West Monroe.

SCOPE OF SERVICES ("WORK")

The services to be performed by the ENGINEERS are as follows:

- 1) Provide topographic survey as required for analysis and design of the PROJECT.
- 2) Ensure that all permitting and environmental clearances are completed as required by regulatory agencies.
- 3) Prepare construction plans and bid package in conformance with applicable regulatory requirements.
- 4) Administer advertisement, letting, and award of the construction contract.
- 5) Provide part-time Construction Observation services sufficient to observe and document the progress of the work and ensure general adherence to the plans.
- 6) Provide Contract Administration services, as required, for interpreting construction contract documents, processing pay requests, and communicating with OWNER during construction.

EXCLUSIONS

This Contract does not include services related to wetland permitting or mitigation.

This Contract does not include property/right-of-way surveys or services related to acquisition thereof.

This Contract does not include traffic engineering or studies.

This Contract does not include engineering services for relocation or reconfiguration of utilities.

This Contract does not include contract administration or construction inspection services beyond those described in the SCOPE OF SERVICES.

ENGINEER neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform work in accordance with the Construction Contract Documents.

CONTRACT TIME

WORK shall begin immediately, and progress in a timely manner. This Contract shall remain in effect until the construction project is accepted by OWNER and all documentation required by OWNER is complete.

COMPENSATION

OWNER shall pay, and ENGINEERS agree to accept, in full payment for the services to be performed under this Contract, compensation as outlined below:

- A. <u>BASIC ENGINEERING SERVICES</u>: The fee for Basic Engineering Services, including planning, preliminary and final design, production of plans and specifications, cost estimating, and contract administration shall be \$160,000.
- B. <u>TOPOGRAPHIC SURVEYING</u>: Surveying Services related to the collection of topographic data for use in design and plan preparation is \$10,000.
- C. <u>CONSTRUCTION OBSERVATION</u>: The fee for construction observation and reporting shall be \$63,000.
- D. <u>ADDITIONAL SERVICES</u>: All additional services required and authorized by OWNER shall be billed hourly per the "S. E. Huey Co. Schedule of Invoicing Rates" effective at the time the work is performed. (The current rates are included in Exhibit "A".)

All specialized consultant or laboratory fees will be either billed directly to OWNER, or fully reimbursed under this contract. These include third-party legal, consulting, and testing services.

PAYMENT SCHEDULE

The foregoing fees shall be paid to ENGINEERS per invoice. Invoices will be prepared, not more frequently than once per month, based on the percentage of the fee expended for the engineering services completed to that billing date.

Specialized consultant or laboratory fees will be invoiced immediately based on consultants' invoice to ENGINEERS.

An invoice will be rendered monthly and shall be due and payable within 30 days following the date rendered.

DELAYS AND EXTENSIONS

ENGINEERS will be given credit and extension of time for delays beyond their control or for those caused by tardy approvals of WORK in progress by reviewing agencies.

TERMINATION OR SUSPENSION

The terms of this Contract shall be binding upon OWNER and ENGINEERS until all WORK has been completed and accepted by OWNER and all payments required to be made to the ENGINEERS have been made; but this Contract may be terminated under any or all of the following conditions:

- 1) By mutual agreement and consent of the parties hereto.
- 2) By OWNER as a consequence of the failure of ENGINEERS to comply with the terms of this Contract or the quality or timeliness of WORK not being in a manner satisfactory to OWNER, all as determined in the discretion of OWNER, with proper allowance being made for circumstances beyond the control of ENGINEERS; or if for any other reason OWNER shall determine it does not wish to continue with the Project under this Contract.
- 3) By either ENGINEERS or OWNER upon failure of the other to fulfill its obligations as set forth in this Contract.
- 4) By satisfactory completion of all services and obligations described herein.

In the event of termination or suspension, payment shall be made to ENGINEERS for all services provided prior to termination or suspension, and ENGINEERS will correspondingly deliver all WORK in progress for which OWNER has made payment.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement ENGINEERS shall comply with the applicable provisions of the Civil Rights Act, as amended, and with other applicable laws, regulations or orders issued by a Governmental Agency exercising jurisdiction over the ENGINEERS' employment practices, or which are otherwise applicable to services rendered in conjunction with this project.

SUCCESSORS AND ASSIGNS

WITNESSES:

This Contract shall be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates indicated below.

S E HIEV CO

WIII (BOBB).	S. L. HODI CO.
	BY:Robert L. George, IV, P.E.
	DATE:
WITNESSES:	CITY OF WEST MONROE
	BY:Mayor Staci Albritton Mitchell

	7	٦.

EXHIBIT "A"

SCHEDULE OF INVOICING RATES

January 2024

INVOICING RATE PER MAN HOUR

CLASSIFICATION

1.	Engine	ering	Servic	es
	_	_		

A.	Senior Engineer	\$160.00
B.	Design Engineer/Technician	\$110.00
C.	Engineering Intern	\$ 95.00
D.	Inspectors	\$ 85.00

2. Designer Services

	A.	Senior Designer/Drafter	\$100.00
	B.	Drafter	\$ 85.00
3.	Cleric	cal	\$ 75.00

4. Survey Services

A.	Registered Land Surveyor	\$150.00
B.	Survey Technician	\$105.00
C.	1-Man Survey Crew	\$150.00
D.	2-Man Survey Crew	\$165.00

5. Other Costs

Any authorized sub-consultant costs will be billed at 100% of invoiced cost to ENGINEER. Travel, living, and out-of-pocket expenses for authorized out-of-town trips will be billed at actual cost.

West Morroe

INFRASTRUCTURE PROJECT UPDATE

August 6, 2024

UNDER CONSTRUCTION				
Project	Description	Funding	Status	
New Kiroli Road Bridge (North)	Replacement of bridge on Kiroli Road with box culverts.	Capital Outlay	Project completed.	
Mane Street Rehabilitation Phase 2 (Urban Systems)	Mill & Overlay Mane Street from Downing Pines Rd to Interchange.	Urban Systems (80/20)	Construction underway. Roadway complete. Installing remaining sidewalks.	
Flanagan Street Water Main Replacement	Replacement of existing 4" W.M. along Flanagan with a 6" W.M.	CWEF/City	Construction nearing completion.	
Phillips Street Water Main FY22-23 CWEF	Replacement of an aging 6" AC W.M. along Phillips between Cherry Street to the east side of Ned Street.	CWEF/City	Construction to begin in August.	
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	Pre-construction: Awaiting equipment and materials. Material submittal approvals.	
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	Construction underway.	
Highland School Area Sidewalks	Construction of sidewalks along Arlene Street to provide a safe pedestrian route to school.	LaDOTD/City	DOTD received bids on June 26. (Amethyst Constr. low bidder)	
Industrial Park Drainage Improvements (EDA)	Drainage improvements including cross drains, piping, and ditches.	EDA/City	Reviewing Contractor final submittal for Close Out Change Order.	

Project Classifications

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

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



IN DESIGN				
Project	Description	Funding	Status	
McMillan Rd. Lift Station Rehabilitation	Replacement of pumps and piping at the McMillan Rd. sanitary sewer lift station.	LGAP/City	No bids received. Developing alternate strategy.	
Arkansas Rd. Utility Relocation	Relocation of water and sewer lines ahead of street rehabilitation project.	City	Project fully permitted. Waiting to bid.	
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)	Approved to proceed. Revising scope and contract.	
Black Bayou Canal - 2016 Flood Damage Repairs	Repair concrete canal near Assembly and Wal Mart.	EDA/FEMA/ City	Kick-off meeting conducted on June 6.	
Black Bayou Canal Improvements (HMGP)	Improvements including cleaning, widening, and armoring portions of the Black Bayou Canal south of I-20.	FEMA/City	Awaiting FEMA Phase I approval. USACE 404 Permit in process.	
Crosley Street Rehabiliation	Mill & Overlay with sidewalk replacement, from Trenton St. to N. 7th Street.	Urban Systems (80/20)	Design Phase.	
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	Reviewing revised Rate Study.	
New Austin Sanitary Sewer Lift Station	New sanitary sewer lift station to replace Austin LS.	EDA/City	Design and permitting phase. USACE Jurisdictional Determination complete.	
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% Final Design	
Downtown - Trenton/Wood Sewer	Sewer line improvements.	City	Timing to solicit proposals again to be determined.	
Mid-City Drainage (Fed Approp/FEMA-PDM)	Drainage improvements between Trenton Street and Black Bayou Canal. (\$2.4m Award)	FEMA/City	Environmental Assessment / Preliminary Design.	
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 pending.	
2023 DOTDTAP: N 6th Street Sidewalks	Construction of sidewalks along N 6th Street, from WMHS to Clayton Street.	LaDOTD/City	Survey Complete. 60% preliminary plans in progress.	
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.	

Project Classifications

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

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



AUGUST 6, 2024 WEST MONROE CITY COUNCIL MEETING ENGINEERING UPDATE L&A, INC. PROJECT NO. 24E038.00

Kiroli Walk Trail Improvements - City Project No. C22002

- Request Authorization to Advertise for Bids on walking trails
- Tentative September 12, 2024 bid opening date, tentative October 14, 2024 construction start date

Sunshine Heights Drainage Improvements – City Project No. C22024

Preparing construction plan set for submittal to State

North 3rd Street Improvements – City Project No. C23013

- Bentz Construction Group low bidder at \$514,586.20
- Contractor getting Contract, bonds & insurance back to the City. Anticipate middle August construction start

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

- Plans are complete & the estimated construction cost is \$127,000
- On hold waiting for pipe bursting contractors

Gulpha Drive Ditch Stabilization

Preliminary plan is complete. Researching alternatives for ditch lining with corresponding costs

Downing Pines Roadside Ditch Stabilization

Preliminary plan is complete. Researching alternatives for ditch lining with corresponding costs

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

- Amethyst Construction was low bidder at \$139,561.00
- Substantially Complete

City Street Evaluation & Report

• Initial inspection of streets is complete. We will begin traffic counts the week of August 12 when school begins

Class Street Sewer Lift Station

• Under design

Otis Street Fire Station Driveway Repair

- BGW Construction was low bidder at \$82,076.19
- Requesting approval to award project to BGW Construction



Fire Incident Summary Report



Print Date/Time: 08/01/2024 08:30

ng **To Date**: 07/31/2024

Login ID: clong Station:

Incident Type(s): All

 From Date:
 07/01/2024
 West Monroe Fire Department

 To Date:
 07/31/2024
 FDID Number:
 37020

Location: All

General Information

Fire:	10	EMS:	140	Unknown:	2	All	218
Fire:	0.33	EMS:	4.67	All:	7.27		
All:	0						
Fire:	\$82,000.00	Other:	\$0.00	All:	\$82,000.00	Arson:	\$0.00
Fire:	\$2,516,000.00	Other:	\$0.00	All:	\$2,516,000.00	Arson:	\$0.00
Fire:	9,700.00%	Other:	0.00%	All:	9,700.00%	Arson:	0.00%
e Service:	0	Civilian Fire:	0	EMS:	0	Arson:	0
e Service:	0	Civilian Fire:	0	Arson:	0		
All:	538						
All:	7.27						
Fire:	4.20	EMS:	2.12	All:	2.47		
All:	00:00:53						
All:	00:04:12						
All:	00:00:00						
All:	00:14:20						
Fire:	8.00	EMS:	3.88	All:	4.66		
All:	0						
All:	0						
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