

Notice of:

BOARD OF ALDERMEN REGULAR MEETING Tuesday, March 05, 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

<u>1</u> Motion to approve the minutes of the February 20, 2024 Regular Council Meeting.

Recognitions/Presentations

- 2) A Proclamation declaring the week of March 10 March 16 as **AMERICORPS WEEK** in the City of West Monroe, and a Resolution proclaiming March 19 as **MAIN STREET DAY** in the City of West Monroe.
- 3) Celine Flores-Robinson with North Delta Regional Planning and Development District will provide the Council with an update on the Safe Streets 4 All safety action plan.

Mayor's Review

Community Announcements

ADMINISTRATION/FINANCE

- <u>4)</u> Ordinance to authorize agreement with Will Source Staffing and Recruiting.
- 5) Ordinance to authorize the purchase of certain immovable property located at 117 N. Riverfront Street from Ouachita Group, LLC for \$302,000, and to authorize a Cooperative Endeavor Agreement with Ouachita Group, LLC regarding construction of certain public parking.
- 6) Ordinance to authorize the purchase of certain immovable property located at 1117 North 8th Street from MISC Properties, LLC for \$9,934.27.

BUILDING AND DEVELOPMENT

7) Ordinance to annex property located at 103 Frantom Lane, West Monroe (Parcels #41217 and #130181), James A. McIntosh, applicant. Received a **favorable** review from the Planning Commission.

CODE ENFORCEMENT

LEGAL

PUBLIC WORKS

8) Ordinance to authorize execution of a Vegetation Management Agreement with EDKO, LLC.

COMMUNITY SERVICES

PARKS AND RECREATION

POLICE/FIRE

WMFD

WMPD

- 9) INTRODUCE Ordinance to declare certain movable property surplus, and to be sold to Plunk's Wrecker Service (salvage WMPD vehicle).
- **10) INTRODUCE** Ordinance to enter into an exchange agreement with Louisiana K-9, and to exchange a canine officer vehicle no longer utilized by the West Monroe Police Department for a trained police canine acceptable to the West Monroe Police Department together with receipt of appropriate training of the canine and assigned canine officer.

ENGINEERING/CONSTRUCTION PROJECTS

11) Stella Mill Street Gravity Sewer Main - City Project #000231

Authorize solicitation of letter bids for emergency sewer repairs at the Stella Mill Street gravity sewer main.

12) <u>Constitution Dr. - Short Constitution Rehab</u> - State Project #H.014689 - City Project #000169

Authorize Change Order No. 3 (- \$18,363.38; + 0 days) with Amethyst Construction, Inc.

13) Constitution Dr. - Short Constitution Rehab - State Project #H.014689 - City Project #000169

Authorize Certificate of Substantial Completion with Amethyst Construction, Inc.

14) <u>New Drago Sanitary Sewer Force Main (South 11th Street)</u> - City Project #000200

Authorize City Clerk to advertise for bids.

15) FY23 Mid-City Drainage Improvements, Phase 1 - City Project #C22019

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

16) Cypress Detention South - City Project #000209

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

 <u>17</u>) <u>New Kiroli Road Bridge Over North Tupawek Bayou, Planning & Construction</u> - Project #000175

Ordinance to authorize execution of a contract with Neel Schaffer Engineers for certain traffic engineering services.

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

Ordinance to authorize acceptance of award.

19) Project Updates

S.E. Huey Co.

Lazenby & Associates, Inc.

PUBLIC COMMENTS/OTHER BUSINESS

20) West Monroe Fire Department February Fire Report.

ADJOURN

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



BOARD OF ALDERMEN REGULAR MEETING Tuesday, February 20, 2024 at 6:00 PM

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

MINUTES

NOTICE/MINUTES

Call to order/Verification of Attendance

<u>PRESENT</u> Mayor Staci Mitchell Polk Brian Morgan Buxton Thom Hamilton Rodney Welch Ben Westerburg

The meeting was opened with prayer by Alderman Rodney Welch. The Pledge of Allegiance was led by the Cub Scout's Arrow of Light group from Boy Scout Pack 37.

Motion to Approve Minutes

Motion to approve the minutes of the February 6, 2024 Regular Council Meeting.

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

Recognitions/Presentations

City of West Monroe employee recognitions for years of service to the City of West Monroe.

ADMINISTRATION/FINANCE

<u>Ordinance 5287</u>: Ordinance to enter into an agreement for professional services with CHM, LLC dba Atlas Community Studios for certain LA-MAD ("Make a Difference") grant writing services, with the grant relating to funding for the rehabilitation of structures within the City.

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

<u>Ordinance 5288</u>: Ordinance to purchase an IBM POWER I SERVER MODEL S1014 with operating system, tape drive and accessories pursuant to State Contract Procurement (R.S. 38:2212.19(f)), and to enter into a service agreement that provides for installation, data migration, removal of superseded equipment, and future maintenance and services.

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

BUILDING AND DEVELOPMENT

<u>Resolution 836</u>: Resolution to reappoint Brian Bendily to the City of West Monroe Planning Commission, expiring March 1, 2029.

Motion made by Buxton, Seconded by Welch. Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg PAGE 2 COUNCIL MINUTES FEBRUARY 20, 2024

<u>Resolution 837</u>: Resolution to reappoint Pam Mortin to the City of West Monroe Board of Adjustments, expiring March 1, 2029.

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

PUBLIC WORKS

Receive and accept/reject bids for a Crack Sealing Machine for Public Works (bid process administered through LaMATS (the Louisiana Municipal Advisory and Technical Services Bureau, a wholly-owned subsidiary of the Louisiana Municipal Association), as administrator of LACPC (LaMATS Administered Cooperative Purchasing) - low bid by Sealmaster (Huey Smith, representative) of \$70,273.00, delivery in 6 weeks.

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

ENGINEERING/CONSTRUCTION PROJECTS

Montgomery Street Lift Station Renovation & Force Main - City Project #CP0083

Authorize City Clerk to advertise for bids.

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

Project Updates

Joshua D. Hays, P.E., M.S.C.E. (Lazenby & Associates, Inc.) and Gary Eldridge (City of West Monroe Engineer) presented the City Council with project updates for transportation, drainage, water and other.

ADJOURN

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

ATTEST:

non CINDY E

CITY CLERK

APPROVED:

STACI ALBRITTON MITCHELL MAYOR

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 SERVICE AGREEMENT WITH WILL SOURCE, INC TO SOLICIT AND REFER CERTAIN PROSPECTIVE PROFESSIONAL EMPLOYEES, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to execute on behalf of the City of West Monroe, Louisiana, a Service Agreement with Will Source, Inc, to solicit and refer certain prospective professional employees in exchange for receipt of a certain commission upon successful employment of the professional, with a copy of that Service Agreement containing all terms and conditions of the engagement being attached as Exhibit "A".

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby 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 Service Agreement described above according to its terms and intent, including but not limited to such further negotiations and modifications as she determines appropriate regarding the terms and conditions of the Service Agreement, the nature of the services to be 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 5th day of March, 2024, the final vote being as follows:

YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	APPROVED THIS 5TH DAY OF MARCH, 2024

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

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



1. This Agreement exists between the Client listed below, herein known as "Client," and Will Source, Inc., herein known as "Will Source." The terms of this Agreement will commence as of the date shown below and will continue in effect thereafter until canceled by either party in writing. This agreement will apply solely to the location shown below unless otherwise documented under Special Conditions. No oral statement will modify or affect the following terms and conditions.

Source Service Agreement

- 2. Will Source agrees to refer candidates to Client for Client to consider for direct hire as City Engineer. All information Client gives to Will Source will be treated with the utmost confidentiality.
- 3. Will Source agrees to provide Client with employment and education information of candidates. Will Source will provide Client, upon Client request, with credit and/or criminal record verifications, and will comply with all Fair Credit Reporting Act and state laws.
- 4. Any information Will Source gives Client about its referrals is solely for the purpose of evaluating the candidates for possible employment and may not be divulged to anyone outside of Client. If Client conducts their own background investigation of a candidate referred by Will Source, Client agrees to obtain the candidate's written or electronic consent.
- 5. Will Source complies with all applicable laws and regulations including Equal Employment Opportunity (EEO), Americans with Disabilities Act (ADA) and state employment laws. Will Source refers all candidates based on qualifications, rather than age, sex, race, creed, color, national origin or disability.
- 6. Will Source's service charge is contingent upon Client's decision to hire a candidate for City Engineer who was referred by Will Source, and invoiced on the candidate's first day of employment. Service charge will be calculated at ten percent (10%) of the first year estimated compensation.
- 7. Will Source offers a ninety (90) calendar day replacement guarantee on the first candidate hired by Client for each position. If employment terminates for any reason within the first ninety (90) calendar days of employment, Will Source agrees to provide a suitable replacement for the terminated employee. If the client does not require a replacement for that position, then a pro-rated credit from the termination date through the ninetieth (90th) calendar day from date of employment will be issued and available for use on any future contingency search service charge billed to Client. Will Source's guarantee is void if payment is not received according to the terms below. Will Source does not guarantee the job performance of candidates it refers.
- 8. Payment in full is due within fifteen (15) days of receipt of invoice and past due thereafter. Past due interest charges of 1.5% monthly will be assessed on all past due balances. If litigation becomes necessary to collect past due invoice amounts, the Client agrees to pay reasonable attorney fee's if Will Source is the prevailing party.
- 9. Client's acceptance of Will Source' referral indicates approval of the terms of this Agreement. Acceptance of Will Source's referral for City Engineer is defined as a telephone interview or face-to-face interview with the candidate referred to Client. Client is responsible for deciding whether or not to hire a candidate referred by Will Source.
- 10. If Client accepts referral for one position and ultimately hires the candidate for another position, the service charge will be owed to Will Source. If Client or Client's affiliates hire a candidate referred by Will Source within twelve (12) months of referral, Client is responsible for the service charge. If Client refers Will Source' candidate to another company and it results in the candidate being hired, Client will be responsible for the service charge.
- 11. This Agreement is made under and governed by the laws of the State of Louisiana, without consideration of the conflicts of law provisions. The exclusive venue for any action, claim, lawsuit or other proceeding arising under this Agreement shall be the Fourth Judicial District Court, Ouachita Parish, Louisiana.
- 12. Special Conditions: NONE

SIGNATURE ACKNOWLEDGMENT: I am the authorized representative of Client and understand and agree to the terms of this Agreement. I also agree that if this Service Agreement is not personally signed by me, then our electronic agreement via e-mail will be legally binding.

Client Company Name			thorized Represen	tative (Signature)	Client Authorized Representative (Print)
City of West Monroe					
Address	City		<u>State</u>	ZIP	Client Signature Date
2305 N. 7 th Street	West Monro	be	LA	71291	
Will Source's Authorized Representative(Signature	Will Source's Authorized Representation		Representative (R	Print Name)	Will Source's Signature Date

FOR WILL SOURCE OFFICE USE ONLY:

Fee Schedule, Schedule Sent, Signed Fee Schedule Received and Guarantee posted to Customer Division Career Master.

Signed Search Agreement attached to Customer History

Service Agreement Contingency Fee – Clerical and Skilled Trades -REV 032019

Will Source, Inc.

STATE OF LOUISIANA

CITY OF WEST MONROE

ORDINANCE NO.

MOTION BY:

SECONDED BY:

AN ORDINANCE TO AUTHORIZE THE PURCHASE OF CERTAIN IMMOVABLE PROPERTY FROM OUACHITA GROUP, LLC; TO AUTHORIZE AN AGREEMENT FOR MUTUAL CONSTRUCTION OF PUBLIC PARKING; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West

Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe, Louisiana

(sometimes referred to as "CITY"), be and it is hereby authorized to purchase certain immovable

property owned by OUACHITA GROUP, LLC (sometimes referred to as "OUACHITA GROUP"),

the property to be purchased being more particularly described as follows:

A parcel of land located in Section 52, Township 18 North, Range 3 East of the Louisiana Meridian, Ouachita Parish, Louisiana, said parcel of land being more particularly described as follows:

From the point where the South line of Wood Street intersects the West line of River Front Street, being the Northeast corner of a parcel of land acquired by the former Vicksburg, Shreveport and Texas Railroad Company (and later known as Illinois Central Gulf Railroad Company) from C.G. Young and C.H. Dabbs by deed dated February 13, 1857 and the POINT OF BEGINNING for the description of the premises to be herein conveyed, run Southerly along said West line, being along the East line of said former Young and Dabbs property, 194 feet; thence Westerly at a right angle to the last described course, 119 feet; thence Northerly at a right angle to the last described course, being along a line that lies parallel with said West line of River Front Street, 128 feet; thence Westerly at a right angle to the last described course, 16 feet; thence Northerly at a right angle to the last described course, to the aforesaid South line of Wood Street; thence Easterly along said South line, 135 feet, more or less, to return to said POINT OF BEGINNING.

Municipal Address: 117 North Riverfront Street, West Monroe (tax parcel #36160)

for the cash price of THREE HUNDRED TWO THOUSAND AND NO/100 (\$302,000.00)

DOLLARS, subject to the further conditions:

- a) Estimated ad valorem property taxes for the year 2024 will be prorated as of the date of sale.
- b) Pursuant to the provisions of La. R.S. 41:1338, should CITY ever desire to sell all or any portion of the interest which it acquires from OUACHITA GROUP in the property described above to any third person, OUACHITA GROUP shall have the Right of First Refusal to itself acquire the interest proposed to be sold at the same price and on the identical terms and conditions as proposed to be paid by the third person. In such instance OUACHITA GROUP shall be provided in writing that price and the terms and conditions of the proposed sale in writing to the listed address of each of its members then reflected on the website of the Louisiana Secretary of State by US mail, or by personal delivery, or by delivery utilizing any nationwide commercial courier or mail service. OUACHITA GROUP shall have 10 days from the first delivery to accept or to reject a purchase by OUACHITA GROUP (or its

successors or assigns) of the interest proposed to be sold at the price and on the terms and conditions offered, and a rejection is presumed unless written acceptance at that price and on the terms and conditions offered is received by the Mayor of CITY at West Monroe City Hall by similar method. If accepted, closing of the sale shall occur within sixty (60) days of acceptance; and failure to timely close shall then terminate all rights to purchase by OUACHITA GROUP. In the event that OUACHITA GROUP is not in existence due to a voluntary or involuntary termination, as evidenced by the records of the Louisiana Secretary of State, CITY shall not be required to comply with the terms of the Right of First Refusal. OUACHITA GROUP and CITY herein agree that the filing of an affidavit by any interested party to a sale of the property or any portion thereof in the future that the charter of OUACHITA GROUP has been terminated shall clear any title exception created by this Right of First Refusal. Except as here provided, OUACHITA GROUP shall waive, renounce and relinquish any and all rights to which it may otherwise have or enjoy pursuant to R.S. 41:1338 or arising under LA Constitution Article I, Section 4, as to the property.

- c) The property to be free and clear of all mortgages, liens or encumbrances; the property conveyed and accepted subject to any and all valid restrictions, servitudes, encroachments, and any other matters which would be reflected on a survey of the property.
- d) The property will be acquired "as is" and without any warranty of fitness or condition whatsoever, whether expressed or implied, whether for the use intended, or otherwise, with no right of return or reduction of the purchase price. CITY declares that it has examined the above described property prior to the date of this sale, and it specifically waives all rights against OUACHITA GROUP for any and all claims for any vices or defects in said property, whether obvious or latent, known or unknown, and particularly for any claim or cause of action for redhibition pursuant to Louisiana Civil Code Articles 2520 et seq.
- e) OUACHITA GROUP expressly reserves and excludes from this conveyance any and all right, title and interest it may have in and to any and all oil, gas and other minerals under the property described above; provided, however, that OUACHITA GROUP expressly waives any and all surface rights whatsoever in and to the property described above which otherwise results from this reservation and exclusion of oil, gas and other minerals; and neither OUACHITA GROUP nor its successors or assigns may exercise any rights it may have in and to such oil, gas and other minerals in such a fashion that in any manner disturbs in any way the CITY's right to the exclusive use of the surface of the property.

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

City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana be and she is hereby authorized to execute cash sale deed on behalf of the City of West Monroe acquiring the immovable property described above at the price and under the terms and conditions set forth above, and subject to such other terms and conditions as she determines appropriate, and to take any and all other action deemed by her either necessary or appropriate to effect execution of that purchase, or any matter ancillary or otherwise relating thereto, including but not limited to the payment of the cash consideration provided above and the payment of such other customary costs and expenses of a purchaser which are incurred in conjunction with this purchase.

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,

as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to additionally enter into an agreement with Ouachita Group, LLC, for the construction of additional public parking along the first block of Natchitoches Street at a shared cost, subject to such terms, conditions and provisions as she determines appropriate, and to take any and all other action deemed by her to be necessary, appropriate or beneficial to effect that agreement, and the construction of that additional parking.

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 5th day of March, 2024, the final vote being as follows:

YEA:		
NAY:		
NOT VOTING:	 	
ABSENT:	 	
ATTEST:		

APPROVED THIS 5TH DAY OF MARCH, 2024

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

STATE OF LOUISIANA

CITY OF WEST MONROE

ORDINANCE NO.

MOTION BY:

SECONDED BY:_____

AN ORDINANCE TO AUTHORIZE THE PURCHASE OF CERTAIN IMMOVABLE PROPERTY FROM MISC PROPERTIES, LLC, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West

Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe, Louisiana,

be and it is hereby authorized to purchase certain immovable property owned by MISC

PROPERTIES, LLC., ("MISC"), the property to be purchased being more particularly described as

follows:

Lots 12 and 13 of Block 4 of Mt. Gilead Subdivision of West Monroe, Louisiana, as per plat on file and of record in the clerk's office of Ouachita Parish, Louisiana.

for the cash price of NINE THOUSAND NINE HUNDRED THIRTY-FOUR AND 27/100

(\$9,934.27) DOLLARS, subject to the further conditions:

- a) Taxes for the year 2024, if any, to be paid by the City of West Monroe.
- b) MISC PROPERTIES, LLC to waive, renounce and relinquish any and all rights to which it may have or enjoy pursuant to R.S. 41:1338 or R.S. 31:149, or arising under LA Constitution Article I, Section 4, as to the properties.
- c) The property described above to be free and clear of all mortgages, liens or encumbrances.
- d) Any improvements located on the property are in "as is" condition, with no warranty as to usability for any purpose.

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

City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana be and she is hereby authorized to execute such documents as she determines appropriate on behalf of the City of West Monroe in order that the City of West Monroe acquire the immovable property or properties described above at the price and/or under the terms and conditions set forth above, and subject to such other terms and conditions as she determines appropriate, and to take any and all other action deemed by her either necessary or appropriate to effect execution of that purchase, or any matter ancillary or otherwise relating thereto, including but not limited to the payment of any cash consideration provided above, and the payment of such other customary costs and expenses of a purchaser which are incurred in conjunction with these transactions.

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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 5th day of March, 2024, the final vote being as follows:

YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	APPROVED THIS 5TH DAY OF MARCH, 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 ENLARGE THE CORPORATE LIMITS OF THE CITY OF WEST MONROE, LOUISIANA PURSUANT TO R. S. 33:171 ET SEQ., BY **ANNEXING TERRITORY CONSISTING OF A TRACT LOCATED AT 103 FRANTOM LANE, AND WHICH PROPERTY IS OWNED BY JAMES A. MCINTOSH** AND AN ABUTTING TRACT ALSO OWNED BY JAMES A. MCINTOSH AND HAVING THE SAME ADDRESS, ALL OF WHICH SAID TERRITORY BEING CONTIGUOUS TO THE EXISTING BOUNDARIES OF THE MUNICIPALITY; TO RETAIN ANY LAWS OR ORDINANCES NOT REPUGNANT HERETO AND NOT SPECIFICALLY REPEALED HEREIN; AND TO PROVIDE THAT IF ANY SUB-SECTION, ARTICLE, CLAUSE, SENTENCE, PHRASE, OR PART, OR APPLICATION OF THIS ORDINANCE FOR ANY REASON SHOULD BE FOUND UNCONSTITUTIONAL OR INVALID, NO OTHER PARTS AND/OR APPLICATIONS THEREOF SHALL BE AFFECTED.

WHEREAS, Louisiana Revised Statutes of 1950, Title 33, Section 171 et seq., as amended,

provides for the procedure for annexation of territory into the corporate limits of a municipality; and,

WHEREAS, by Ordinance Number 1646, adopted June 14, 1977, now codified in Sec. 1-

2002 and 1-2003 of the Code of Ordinances of the City of West Monroe, Louisiana, adopted by

reference the provisions of R.S. 33:171 et seq., as amended from time to time by the Louisiana

Legislature, in addition to vesting certain authority pertaining thereto in the Planning Commission

of the City of West Monroe, Louisiana; and,

WHEREAS, there has been compliance with the procedure required by R.S. 33:171 et seq.,

as amended, and Ordinance Number 1646 of the City of West Monroe, including but not limited to

the following:

- a) A Petition has been presented to the Mayor and Board of Aldermen of the City of West Monroe, Louisiana by James A. McIntosh requesting that the two adjacent properties owned by the petitioner and located at 103 Frantom Lane, West Monroe, Louisiana, (see Exhibit "1") be annexed into the corporate limits of the City of West Monroe, Louisiana. Said properties being contiguous to the existing boundaries of the City of West Monroe, Louisiana and consisting of acreage more particularly shown by vicinity map attached hereto as Exhibit "2" and more particularly described in Exhibit "3";
- b) A certificate of the Ouachita Parish Assessor is attached hereto as Exhibit "4" certifying that according to assessment for property taxes for 2023 for the property described in Exhibit "3" and depicted in Exhibit "2" that the property is owned by both a majority of the number of property owners and the owners of more than 25 percent in value of the property, with the petitioners representing the only private property to be annexed, and;

- c) A certificate of the Ouachita Parish Registrar of Voters is attached hereto as Exhibit "5" certifying that according to the records of the Registrar of Voters there are two registered voters residing within the territory described in Exhibit "3" and that the signatures on the Petition for Annexation represent a majority of registered voters in the area described;
- d) Proof of publication of the filing of the petition, as required by R.S. 33:172B, and of a public hearing by the West Monroe Planning Commission concerning the described annexation is attached hereto as Exhibit "6";
- e) Pursuant to notice as evidenced by **Exhibit "6"**, the West Monroe Planning Commission on February 19, 2024 held a public hearing regarding said petitions for annexation, resulting in the recommendation to the West Monroe Board of Aldermen that the property described in **Exhibit "3"** be annexed into the corporate limits of the City of West Monroe, Louisiana;
- f) Pursuant to notice required by law, as evidenced by Exhibit "7", the West Monroe Board of Aldermen on March 5, 2024 held a public hearing regarding said petitions for annexation.

WHEREAS, following said hearing by the Mayor and Board of Aldermen and after careful consideration of all recommendations, comments, and objects made at said hearing the Mayor and West Monroe Board of Aldermen declare that it is in the best interest of the City of West Monroe to annex into the corporate limits of the City of West Monroe the property described in **Exhibit "3"**.

NOW THEREFORE,

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that said property, contiguous to the existing boundaries of the corporate limits and located in the vicinity as shown by the map attached hereto as **Exhibit "2"** and more particularly described in **Exhibit "3"** be annexed into the corporate limits of the City of West Monroe, Louisiana.

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 Mayor of the City of West Monroe, Louisiana, or her designee, be and they shall hereby be authorized to take all further actions and execute all further documents, resolutions and/or certifications as are required under R.S. 33:171, et seq., or other applicable law, as are necessary, proper or desirable, particularly including but not limited to the filing of the entire boundary of the municipality as changed in order that the annexation of property set forth above be effected at the earliest possible date.

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 all Ordinances or parts

of Ordinances in conflict herewith hereby are repealed, but this repeal shall be only insofar as such Ordinances conflict and/or are inconsistent with this Ordinance; and all Ordinances or parts of Ordinances not inconsistent herewith shall continue in full force and effect.

SECTION 4. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the articles, paragraphs, sentences, clauses, and phrases of this Ordinances are deemed to be severable, and if any sub-section, article, clause, sentence, phrase, or part of this Ordinance shall be declared to be unconstitutional and/or invalid, such unconstitutionality and/or invalidity shall not affect any of the remaining articles, sentences, paragraphs, clauses or phrases which can be given effect without the unconstitutional and/or invalid provision(s).

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 5th day of March, 2024, with the final vote being as follows:

YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	
	APPROVED THIS 5TH DAY OF

CINDY EMORY, CITY CLERK CITY OF WEST MONROE STATE OF LOUISIANA APPROVED THIS 5TH DAY OF MARCH, 2024

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

Annx 24-6000002

PETITION FOR ANNEXATION

EXH	ltem 7)	

Assessor Parcel Number(s)	41217 and 130181			
Street Address	103 Frantom Lane			
Owner	James A. McIntosh			
Does owner live on the Property?	Yes:	No:		
Names of registered voters living on the property	James A. McInt Talor Jessica Mc			
Daytime phone number of persons signing petition				

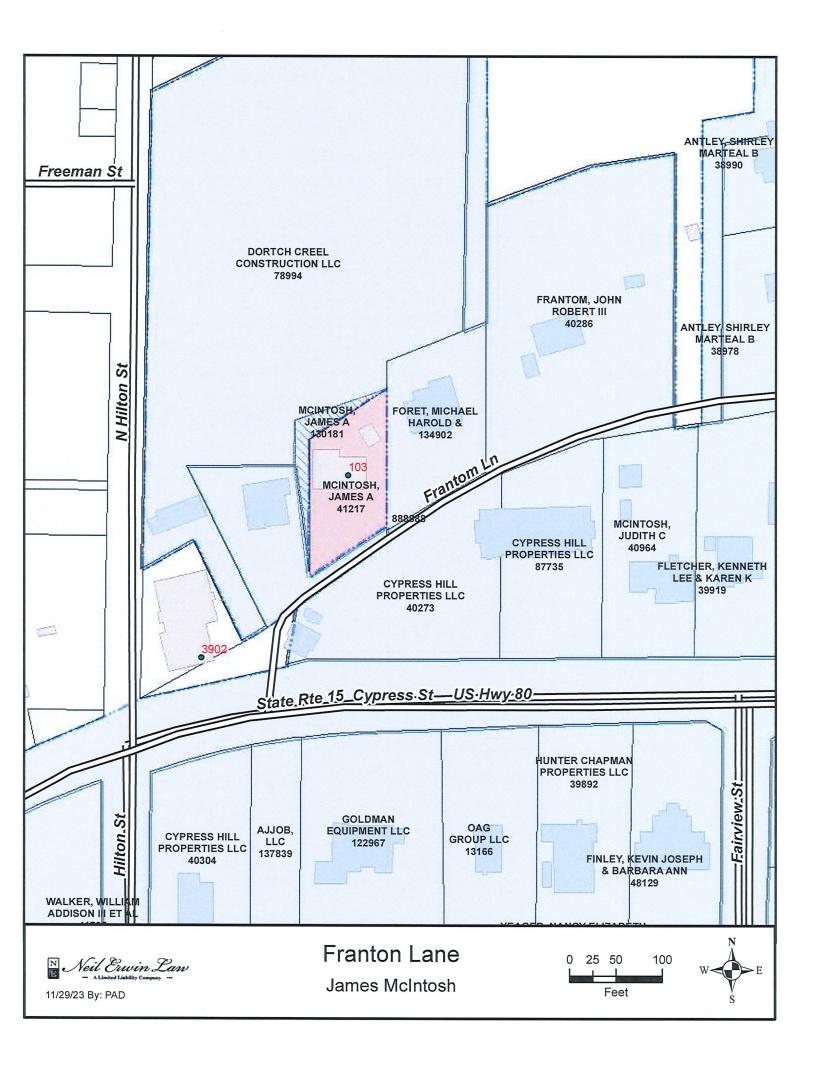
I, the undersigned **property owner and/or registered voter**, residing on and/or owning property in the area hereinafter described, have, and do by the signing of this petition, request that all property owned and/or occupied by me and located within the area be annexed to the City of West Monroe, said area to be annexed being described as follows:

Two abutting parcels identified as Ouachita Parish Assessor Parcel ID No. 41217 and Parcel ID No. 130181, both having a physical address of 103 Frantom Lane; being Ouachita Parish Assessor Parcel ID No. <u>41217</u>, further described as commencing from the SW corner of the SE/4 of the NW/4 of Section 28-T18N-R3E, run N59°30'E 175'; N26°00'W 196'; S83°00'W 43'; N00°24'E 328' to the North line of that certain 6-acre tract described in COB 48-137; Northeasterly along the north line of said 6 acre tract 315 feet; S00°00'E 403' for POB; from POB continue S00°00'E 150' to the Northerly line of Frantom Lane; S56°28'W along said northerly line 100'; N00°00E 150'; N56°28'E 100' to POB, containing 0.30 acres m/l; AND property identified as Ouachita Parish Assessor Parcel ID Number <u>130181</u>, further described as commencing from the SW corner of the SE/4 of the NW/4 of Section 28-T18N-R3E, run N59°22'13"E 175'; N26°07'47"W 196'; S82°52'13"W 43.37'; 0016'13"W 328'; N58°15'14"E 315'; S01°04'16"W 403' for the POB; S56°17'51"W 100'; S01°04'16"W 150'; N06°55'05"W 126.12'; N00°54'42"E 44.72'; N70°31'13"E 106.58' to the POB, containing 0.069 acres m/l.

This petition is signed and will be filed with the City of West Monroe in accordance with the provisions of LSA R.S. 33:172 et. seq.

James R. Methotos	1-17-24
Signature	Date
Jahn M. Jahn	1-17-24
Signature	Date







Description of Property to be Annexed

James A. McIntosh 103 Frantom Lane

Two abutting parcels identified by Ouachita Parish Assessor Parcel ID No. 41217 and Parcel ID No. 130181, both having a physical address of 103 Frantom Lane; being Ouachita Parish Assessor Parcel ID No. 41217, further described as commencing from the Southwest corner of the Southeast Quarter of the Northwest Quarter of Section 28-Township 18 North-Range 3 East, run N59°30'E a distance of 175 feet; thence run N26°00'W a distance of 196 feet: thence run S83°00'W a distance of 43 feet: thence run N00°24'E a distance of 328 feet to the North line of that certain 6-acre tract described in COB 48-137; thence run Northeasterly along the north line of said 6 acre tract a distance of 315 feet; thence run S00°00'E a distance of 403 feet for Point of Beginning; thence from Point of Beginning continue S00°00'E a distance of 150 feet to the Northerly line of Frantom Lane; thence run S56°28'W along said northerly line a distance of 100 feet; thence run N00°00E a distance of 150 feet; thence run N56°28'E a distance of 100 feet to the Point of Beginning, containing 0.30 acres more or less; AND property identified as Ouachita Parish Assessor Parcel ID Number 130181, further described as commencing from the Southwest corner of the Southeast Quarter of the Northwest Quarter of Section 28-Township 18 North-Range 3 East, run N59°22'13"E a distance of 175 feet; thence run N26°07'47"W a distance of 196 feet; thence run S82°52'13"W a distance of 43.37 feet; thence run N00°16'13"W a distance of 328 feet; thence run N58°15'14"E a distance of 315 feet; thence run S01°04'16"W a distance of 403 feet for the Point of Beginning; thence run S56°17'51"W a distance of 100 feet; thence run S01°04'16"W a distance of 150 feet; thence run N06°55'05"W a distance of 126.12 feet; thence run N00°54'42"E a distance of 44.72 feet; thence run N70°31'13"E a distance of 106.58 feet to the Point of Beginning, containing 0.069 acres more or less.





Assessor CERTIFICATE OF THE

STEPHANIE SMITH, AAS, CLA

OUACHITA PARISH ASSESSOR ACCORDING TO

LOUISIANA R.S.33:172 (ANNEXATIONS)

The Assessor declares that she has examined the proposed annexation request for property referenced in the attached petition and does hereby certify that the petition represents one hundred percent (100%) of the resident property owners in the proposed area and those assenting own at least 25% in value of the total assessed valuation, based upon the assessment rolls and homestead exemptions on file in the Parish Assessor's office.

I hereby certify that the valuation of the properties proposed for annexation is as follows:

- PARCEL 41217
 - o Owner: James A. McIntosh
 - o Assessor's Physical Address: 103 Frantom Lane
 - o SEE EXHIBIT A for Legal Description
 - o Total Assessed Value: \$5,950
- PARCEL 130181
 - (this parcel may be partially within the West Monroe corporate limits) o Owner: James A. McIntosh
 - o Assessor's Physical Address: 103 Frantom Lane
 - o SEE EXHIBIT A for Legal Description
 - o Total Assessed Value: \$33

The proposed parcels are Residential Improved. The resident property owner has Homestead Exemption as of the current date in the area proposed for annexation.

Signed January 201 2024

10 an

STEPHANIE S. SMITH Ouachita Parish Assessor

(318) 327-1300 • 300 St. John St., Room 103 • Monroe, La 71201 • www.opassessor.com

OUACHITA PARISH ASSESSOR'S OFFICE

EXHIBIT A FOR PARCELS 41217 AND 130181

Parcel 41217 Assessment Description:

LOT BEG 175 FT NE, 196 FT NW, 43 FT W, 328 FT NO, 315 FT NE & 403 FT SO OF SW COR, SE ¹⁄₄ OF NW ¹⁄₄ SEC 28T18NR3E, SO 150 FT, DEPTH SW 100 FT

Parcel 130181 Assessment Description:

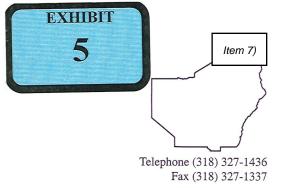
0.069 ACS M/L IN SE ¼ OF NW ¼ SEC 28T18N R3E, FROM SW COR OF SE 1/4 OF NW ¼ OF SAID SEC 28, N59-22-13E 175.00, N26-07-47W 196.00, S82-52-13W 43.37, N00-16-13W 328.00, N58-15-14E 315.00, S01-04-16W 403.00 TO POB, S56-17-51W 100.00, S01-04-16W 150.00, N06-55-05W 126.12, N00-54-42E 44.72, N70-31-13E 106.58 TO POB-JOINS H/S ACCT#128207 R#41217

Legal Description from deeds:

Two abutting parcels identified as Ouachita Parish Assessor Parcel ID No. 41217 and Parcel ID No. 130181, both having a physical address of 103 Frantom Lane; being Ouachita Parish Assessor Parcel ID No. 41217, further described as commencing from the SW corner of the SE/4 of the NW/4 of Section 28-T18N-R3E, run N59°30'E 175'; N26°00'W 196'; S83°00'W 43'; N00°24'E 328' to the North line of that certain 6-acre tract described in COB 48-137; Northeasterly along the north line of said 6 acre tract 315 feet; S00°00'E 403' for POB; from POB continue S00°00'E 150' to the Northerly line of Frantom Lane; S56°28'W along said northerly line 100'; N00°00E 150'; N56°28'E 100' to POB, containing 0.30 acres m/l; AND property identified as Ouachita Parish Assessor Parcel ID Number 130181, further described as commencing from the SW corner of the SE/4 of the NW/4 of Section 28-T18N-R3E, run N59°22'13"E 175'; N26°07'47"W 196'; S82°52'13"W 43.37'; N00°16'13"W 328'; N58°15'14"E 315'; S01°04'16"W 403' for the POB; S56°17'51"W 100'; S01°04'16"W 150'; N06°55'05"W 126.12'; N00°54'42"E 44.72'; N70°31'13"E 106.58' to the POB, containing 0.069 acres m/l.



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

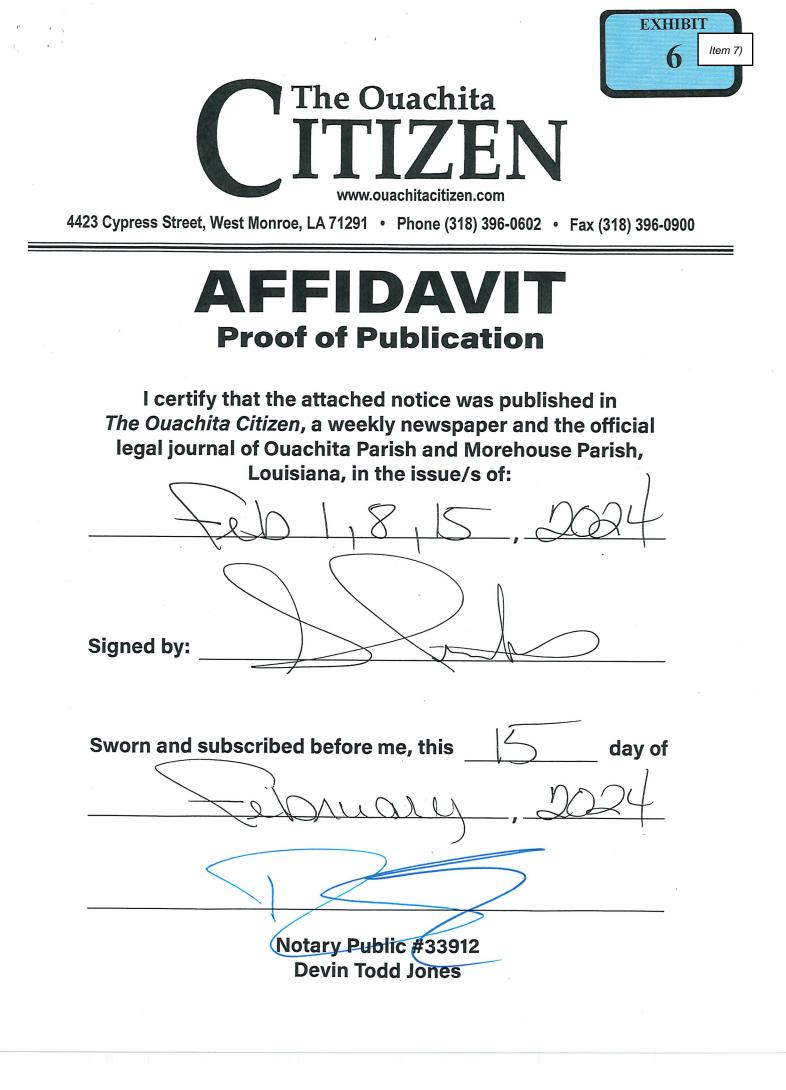


CERTIFICATE

I, Isabelle W. Butler, Registrar of Voters of Ouachita Parish, Louisiana, do hereby certify that there are _2_ registered voters residing at 103 Frantom Lane, West Monroe, Louisiana 71291, and that the signatures on the Petition for Annexation (copy attached) represent a majority of registered voters in the area described on the petition and which is proposed for annexation into the City of West Monroe.

MONROE, LOUISIANA, THIS <u>29TH</u> day of <u>JANUARY</u>, 2024.

ISABELLE W. BUTLER, REGISTRAR OF VOTERS OUACHITA PARISH, LOUSISIAN



10B • Thursday, February 8, 2024

www.oua

(Continued from Page 9B)

by any entity.

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS SHALL NOTIFY ARCHITECT OF THE TYPE(S) OF ACCOMMODATION RE-QUIRED NOT LESS THAN SEVEN (7) DAYS BEFORE THE BID OPEN-ING.

ATTEST:

Todd Guice, Secretary OUACHITA PARISH SCHOOL BOARD

Tommy Comeaux, President

2/1,2/8,2/15

BID NOTICE

Sealed bids will be received by the Purchasing Agent, Ouachita Parish School Board, 1600 North 7th Street, West Monroe, LA 71291 until 2:00 P.M., February 21, 2024 at which time they will be publicly opened and read aloud for:

BID: 41-24 PLAYGROUND EQUIPMENT

Bid forms and specifications may be obtained from the Ouachita Parish School Board, Purchasing Department. The School Board reserves the right to reject any or all bids received based on statue.

Bidders also have the option to submit bids electronically. To submit a bid electronically, bidders must register at Central Bidding by visiting either www.centralbidding.com or www.centralauctionhouse.com For technical questions relating to the electronic bidding process for Central Bidding call Support 833.412.5717. Fees to submit electronically may apply. Payments of fees are the responsibility of the bidder. Submission of an electronic bid requires an electronic bid bond and a digital signature when applicable.

OUACHITA PARISH SCHOOL BOARD

Tommy Comeaux, President

ATTEST: Todd Guice, Secretary

2/1,2/8

West Monroe Planning Commission

PUBLIC NOTICE

NOTICE is hereby given that the Planning Commission of the City of West Monroe will meet in legal session on Monday, February 19, 2024, at 5:00 p.m. in the Council Chambers at West Monroe City Hall, 2305 North 7th Street, West Monroe, Louisiana, to review the following:

ANNX-23-60000005 by James A. McIntosh for property located at 103 Frantom Lane (Parcels #41217 and 130181). Requesting Annexation into the West Monroe City Limits per West Monroe Code of Ordinances Section 12-2003.

ANNX-24-60000001 by Bah Nathan Village, LTD. for property located at 118 N. Hilton Street (Parcel #101491). Requesting Annexation into the West Monroe City Limits per West Monroe Code of Ordinances Section 12-2003.

PASE-24-15000001 by Bettye Lee for property owned by Josephine Jacobs located at 216 Crawford Street (Parcel #84296). Requesting Planning Approval / Special Exception for Class B Mobile Home in an R-1 (Single Family Residential) District per West Monroe Code of Ordinances Section 12-5012 (3). As Planning Approval Special Exception requires approval by both the Planning Commission and Board of Adjustments, this application will also be heard at the February 26, 2024, Board of Adjustments Meeting.

ANNX-23-60000004 by Billy Ransom Golson and Sara H. Golson for property located at 4326 Cypress Street (Parcel #'s 20737 & 20738). Requesting Annexation into the West Monroe City Limits per West Monroe Code of Ordinances Section 12-2003. This was TABLED at the January 18, 2024, Planning Commission Meeting.

The public is invited to attend.

2/1,2/8,2/15

NOTICE

BOARD OF ADJUSTMENTS - PUBLIC NOTICE is hereby given that the Board of Adjustments of the City of West Monroe will meet in legal session on Monday February 10, 2023, at 5:00 PM in the Council Chambers

Cullen Reeves

CNOTI

keyridgeventures@gmail.com 2/8,2/15,2/22

NOTICE TO BIDDERS

Sealed bids for the following will of Transportation and Developmen cess Road, 4th Floor, East Wing Ro Building, Baton Rouge, LA 70802 date(s) shown below, until 10:00 4 hour. At 10:00 A.M. of the same d and read in Headquarters Admini S-447. Evidence of authority to su dance with R.S. 38:2212 (A)(1)(c) a

BIDS TO BE OPENED February DOTD Square Sign Posts (D05) RFx 3000022496

Full information may be obtained The Department reserves the rig any informalities.

JOE DONAHUE,

SECRETARY, LADOTD JULIE KENNISON, CPPB, NIG DOTD PROCUREMENT DIRE 2/8

ADVERTISEMENT FOR BIDS L & R Utilities, Inc. (hereinafter The Owner will accept sealed bi scribed as follows:

WATER TREATMENT AND MENTS.

NORTH STATION; (CONTRA) WATER SECTOR PROGRAM SCC Project No. 3335

Bids shall be addressed to L & R roe, LA 71294. Bids may be mai Monroe, LA 71294, or hand-deliv Ste 5, West Monroe, LA 71294, at March 12, 2024. All bids shall be of the sealed envelope as follows: tor), L & R Utilities, Inc., Water Tre ments, North Station; (Contract I by the State of Louisiana Water See on March 12, 2024, Louisiana Con bids must be submitted on the proj his Contractor's license number pr The Contractor must have a Louisi sification of municipal and public v the specified time and date will n publicly opened and read aloud at March 12, 2024, at 401 Thomas F submitted to the System's Board at

A resolution authorizing a repres prietorship to sign the bid must als All addendums issued must be may withdraw his bid within for opening thereof. The Owner rese Such shall be in accordance with S All bidders must be registered w pany, (318) 249-3030. The Inform Form of Contract, Plans, Specific mance and Payment Bond, and ot at the Owner's office. Copies may Shuler Consulting Company, upon

Tommy Comeaux, President 2/1,2/8,2/15	Noted to the City of State of the		Ordinances 12:7038. The public is invited to attend the
BID NOTICE		1. C. C.	 HISTORIC PRE DN C

Sealed bids will be received by the Purchasing Agent, Ouachita Parish School Board, 1600 North 7th Street, West Monroe, LA 71291 until 2:00 P.M., March 5, 2024 at which time they will be publicly opened and read aloud for:

BID: 38-24 RADIO/BASE STATIONS

Bid forms and specifications may be obtained from the Ouachita Parish School Board, Purchasing Department. The School Board reserves the right to reject any or all bids received based on statue.

Bidders also have the option to submit bids electronically. To submit a bid electronically, bidders must register at Central Bidding by visiting either https://www.centralbidding.com or https://www.centralauctionhouse.com For technical questions relating to the electronic bidding process for Central Bidding call Support 833.412.5717. Fees to submit tronically may apply. Payments of fees are the responsibility of the bidder. Submission of an electronic bid requires an electronic bid bond and a digital signature when applicable.

OUACHITA PARISH SCHOOL BOARD

Tommy Comeaux, President

ATTEST: Secretary

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DATE: February 15, 2024 DATE: February 22, 2024

Todd Guice

NOTICE is hereby given that the Planning Commission of the City of West Monroe will meet in legal session on Monday, February 19, 2024, at 5:00 p.m. in the Council Chambers at West Monroe City Hall, 2305 North 7th Street, West Monroe, Louisiana, to review the following: ANNX-23-60000005 by James A. McIntosh for property located at 103

Frantom Lane (Parcels #41217 and 130181). Requesting Annexation into the West Monroe City Limits per West Monroe Code of Ordinances Section 12-2003.

ANNX-24-60000001 by Bah Nathan Village, LTD. for property located at 118 N. Hilton Street (Parcel #101491). Requesting Annexation into the West Monroe City Limits per West Monroe Code of Ordinances Section 12-2003.

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ANNX-23-60000004 by Billy Ransom Golson and Sara H. Golson for property located at 4326 Cypress Street (Parcel #'s 20737 & 20738). Requesting Annexation into the West Monroe City Limits per West Monroe Code of Ordinances Section 12-2003. This was TABLED at the January 18, 2024, Planning Commission Meeting.

The public is invited to attend.

Run Date: 2-1-24 & 2-8-24 & 2-15-24

ADVERTISEMENT FOR BIDS

SOUTHWEST OUACHITA WATERWORKS, INC. (hereinafter referred to as the "Owner").

The Owner will accept sealed bids for the construction of the project

described as follows: WATER DISTRIBUTION SYSTEM RENOVATIONS, ELKINS ROAD EXTENSION"

Sealed bids shall be addressed to Southwest Ouachita Waterworks, Inc., 1840 Highway 3033, West Monroe, LA 71292. Bids may be mailed to Southwest Ouachita Waterworks, Inc, 1840 Highway 3033, West Monroe, LA 71292, or hand-delivered to 1840 Highway 3033, West Monroe, LA 71292, and received not later than 10:00 A.M. on March 7, 2024. The Contractor must have a Louisiana State Contractor's Board license classification of Municipal and Public Works Construction for this project. All bids shall be plainly marked in the upper left corner of the sealed envelope as follows: "SEALED BID, Bid of (Name of Contractor), Water Distribution System Renovations, Elkins Road Extension, to be opened at 10:00 A.M., local time, on March 7, 2024, Louisiana Contractor License No. (in-A.M., local time, on March 7, 2024, Louisiana Contractor License No. (in-sert license *)." All bids must be submitted on the proper bid form. Any bids received after the specified time and date will not be considered. The sealed bids will be publicly opened and read aloud at 10:00 A.M. (Central Standard Time) on March 7, 2024, at Southwest Ouachita Waterworks, Inc., 1840 Highway 3033, West Monroe, LA 71292 and presented to the

and lighting electricity rates in th Electric Cooperative, Inc. ("CEC") ities to provide retail electric servi six parishes (Bienville, Claiborne, 1 CEC has filed an Application for 1 Regulatory Asset, which could lead ment. Any comments or question Non-Opposition to Establish a R

Louisiana Public Service Commis

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To Run: 2-15-24

Notice is hereby given that, in a

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isiana Boll Weevil Eradication Co

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3002, Baton Rouge, La. 70806, to

HIBITED in Louisiana unless a w

missioner of Agriculture & Forest

To request a waiver, submit a wr

Agriculture and Forestry, at the ad conditions under which such writ

NOTICE OF FILING FOR LE'

This notice is given pursuant to

the Louisiana Constitution of 197

TABLISH A REGULATORY AS ELECTRIC COOPERATIVE, INC

. 2.15, 2.22, 2.29

Notice is also given that the pla

Notice is further given that all p

NOTICE

NOTICE

Public Notice for Heron's Landi Project Owner: Heron's Landin Managing General Partner: Hei Project Name: Heron's Landing Project Location: +/- 9 acres lo

Pankey Rd. and Edwards Rd, on roe, LA 71292 Number of Units: There will be

community facility.

Unit Mix: Heron's Landing wil bathroom homes, thirty (30), tw twelve (12), one bedroom/one bat

Nature of the Project: The pro velopment with a community faci earning at or below 60% of the a gible households. The owner is c 4% credits allocated through the I proximately \$19,742,970 develop est quality materials and will inclu will be professionally managed ar ment to the surrounding area.

Rents: The average proposed re Total Development Cost: Appro **Project Funding:**

First Mortgage of \$2,553,622 Private Equity of \$6,289,348 Owner Contribution of \$100,00 CDBG-DR Funding: \$10,800, Total Sources: \$19,742,970 Contact: Owner- Heron's Landi Cullen Reeves

keyridgeventures@gmail.com

Date: vanualy 19, 2022 Monroe Housing Authority \ By: William V. Smart, Executive Director 1/25, 2/1, 2/8

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NOTICE

THE HOUSING AUTHORITY OF THE CITY OF MONROE, LOU-ISIANA, will accept applications for the Housing Choice Voucher Program (Section 8) beginning, Monday, February 5, 2024 starting at 9:00 am until Wednesday, February 7, 2024 at 4:00 pm. The taking of applications will be suspended at 4:00 pm on Wednesday, February 7, 2024. The applications will be taken ONLINE ONLY. You can apply at https:// waitlistcheck.com/LA3029 or monroehousing.com.

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As per Monroe Housing's Admission and continued Occupancy Plan, no applications for the Housing Choice Voucher Program (Section 8) will be accepted after 4:00 pm Wednesday February 7, 2024 at 4:00 PM until further notice.

William Smart,

Executive Director

Anyone who is disabled or requires special services should contact the Monroe Housing Authority at (318) 388-1500, Extension 300. TDD/TIY 1-800-545-1833 ext. 872 1/25, 2/1

PUBLIC NOTICE

WEST MONROE PLANNING COMMISSION

2305 North 7th Street, West Monroe, LA 71291

NOTICE is hereby given that the Planning Commission of the City of West Monroe will meet in legal session on Monday, February 19, 2024, at 5:00 p.m. in the Council Chambers at West Monroe City Hall, 2305 North 7th Street, West Monroe, Louisiana, to review the following:

ANNX-23-60000005 by James A. McIntosh for property located at 103 Frantom Lane (Parcels #41217 and 130181). Requesting Annexation into the West Monroe City Limits per West Monroe Code of Ordinances Section 12-2003.

ANNX-24-60000001 by Bah Nathan Village, LTD. for property located at 118 N. Hilton Street (Parcel #101491). Requesting Annexation into the West Monroe City Limits per West Monroe Code of Ordinances Section 12-2003.

PASE-24-15000001 by Bettye Lee for property owned by Josephine Jacobs located at 216 Crawford Street (Parcel #84296). Requesting Planning Approval / Special Exception for Class B Mobile Home in an R-1 (Single Family Residential) District per West Monroe Code of Ordinances Section 12-5012 (3). As Planning Approval Special Exception requires approval by both the Planning Commission and Board of Adjustments, this application will also be heard at the February 26, 2024, Board of Adjustments Meeting.

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The public is invited to attend. 2/1, 2/8, <mark>2/15</mark>

ADVERTISEMENT FOR BIDS Dixie Youth Baseball of West Monroe, Inc. c/o Volkert, Inc. 114 Venable Lane Monroe, LA 71203

Metro Narcotics Unit y from Charles L. Log-

Agent, Ouachita Parish

oe, LA 71291 until 2:00

be publicly opened and

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://www.centralauction-

the electronic bidding

2.5717. Fees to submit

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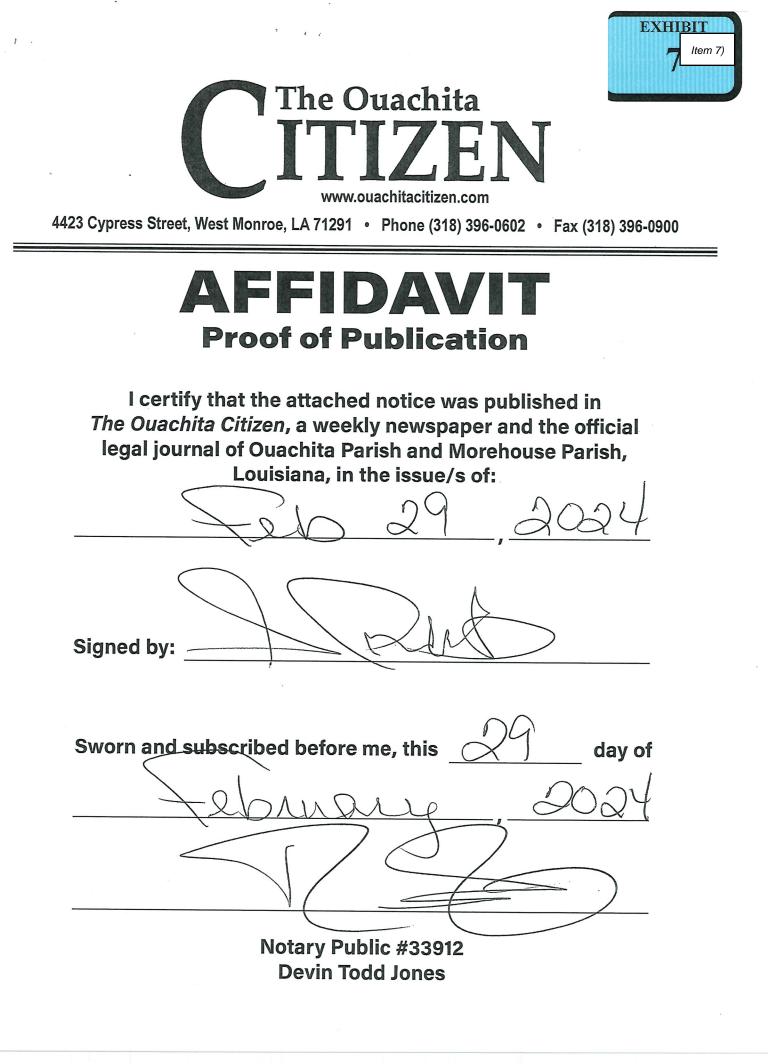
leged violation of Sec-Dangerous Substances t to that Act.

his property, they must t Attorney's Office, P.O. st in the property. The eipt requested, within s in the Ouachita Citiause shown if a motion ays of this publication. otics Unit, 500 Natchi-

vit form, signed by the to administer the oath, l set forth the caption e claimant will accept t in the property, the circumstances of the this law asserting that al facts supporting the

gency and the District operty to the State of

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(Continued from Page 9B)

The Plans, Specifications and Contract Documents shall be examined and procured at the office of the Engineer, Lazenby & Associates, Inc., Consulting Engineers & Land Surveyors, 2000 North Seventh Street, West Monroe, LA 71291. A deposit of Fifty and No/100 Dollars (\$50.00) plus shipping and mailing cost will be required for each set of documents. In accordance with R.S. 38:2212(D), deposits on the first set of documents furnished to bona fide prime bidders will be fully refunded upon return of the documents; deposits on any additional sets will be refunded less the actual costs of reproduction. Refunds will be made upon return of the documents in good condition within ten days after receipt of bids.

Each bid shall be accompanied by a cashier's check, certified check or acceptable Bid Bond payable to the City of West Monroe in the amount not less than five percent (5%) of the total bid amount as a guarantee that, if awarded the Contract, the Bidder will promptly enter into a contract and execute such bonds as may be required. Electronic bids will be received via HYPERLINK "http://www.civcastusa.com" www.civcastusa.com prior to bid closing time.

The successful Bidder shall be required to furnish a Performance Bond for the full amount of the Contract in accordance with Article 5 of the General Conditions. In addition, the successful Bidder shall be required to furnish a Labor and Material Payment Bond for the Contract in accordance with Article 5 of the General Conditions.

Purchases for this project shall be exempt from state sales and use tax according to La. R.S. 47:301 (8)(c)(i). The successful bidder shall be granted the tax-exempt status of the City of West Monroe via Form R-1020, Designation of Construction Contractor as Agent of a Government Entity Sales Tax Exemption Certificate.

The Owner reserves the right to reject any or all bids, as provided for in LA R.S. 38:2214(B).

February 22, 2024

OWNER: City of West Monroe

BY: /s/ Staci Albritton Mitchell Staci Albritton Mitchell, Mayor

Publication Date:

February 29, 2024, March 7, 2024, and March 14, 2024

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN of the filing of petitions for annexation of the properties listed herein into the corporate limits of the City of West Monroe, Louisiana. The Planning Commission of the City of West Monroe held public hearings on Monday, February 19, 2024, to consider said annexation petitions and has forwarded its recommendations to the Mayor and Board of Aldermen of the City of West Monroe.

ANNX-23-60000005 by James A. McIntosh for property located at 103 Frantom Lane (Parcels #41217 and 130181). Requesting Annexation into the West Monroe City Limits per West Monroe Code of Ordinances Section 12-2003. The Planning Commission sends with a FAVORABLE Recommendation.

ANNX-24-60000001 by Bah Nathan Village, LTD. for property located at 118 N. Hilton Street (Parcel #101491). Requesting Annexation into the West Monroe City Limits per West Monroe Code of Ordinances Section 12-2003. The Planning Commission sends with a FAVORABLE Recommendation.

Public Hearings will be held to consider the adoption of Ordinances annexing the said properties into the corporate limits of the City of West Monroe at the regular meeting of the Mayor and Board of Aldermen to be held at 6 pm, on Tuesday, March 5, 2024, at West Monroe City Hall, 2305 North 7th Street, West Monroe, Louisiana.

Accommodations will be made for the hearing impaired and non-English speaking individuals provided that notice is received by the City of West Monroe no later than noon on March 5, 2024. Requests for accommodations should be made to West Monroe City Clerk, Cindy Emory, West Monroe, Louisiana (318-396-2600).

Run Date: 2-29-2024

TITOT MONTH OF DY ADDRESS COLO COLO

pate.

Any person with disabilities requ contact the City of West Monroe no opening.

Mayor Staci Albritton Mitchell Publication Dates 2/22/24 2/29/2

ADVERTISEMENT FOR BIDS SEALED BIDS will be received in lice Jury in the Ouachita Parish Adr Monroe, Louisiana, on or before 2:00 that the same will be opened, read Ouachita Parish Police Jury, at 2:00 submitted to the Ouachita Parish Pc ing, for the purpose of furnishing the

Canyon Road Cul-De-Sac Replace Ouachita Parish Police Jury

L&A, Inc. Project No. 24E011.01 Estimated Probable Construction

The Plans, Specifications and Cor and procured at the office of the E Consulting Engineers & Land Survey Monroe, Louisiana 71291. A deposit plus shipping and mailing costs will I In accordance with R.S. 38:2212(D), furnished to bona fide prime bidders the documents; deposits on any add actual costs of reproduction. Refur documents in good condition within

Each bid shall be accompanied by acceptable Bid Bond payable to Ouad not less than five percent (5%) of the if awarded the Contract, the Bidder and execute such bonds as may be re panied by a Corporate Resolution of the person signing the bid for the p 38:2212(B)(5). Electronic bids will b to bid closing time.

The successful bidder must subm sion Declaration, Attestation Clause, days of the bid opening. These items

The successful Bidder shall be req for the full amount of the Contract in eral Conditions. In addition, the succ nish a Labor and Material Payment with Article 5 of the General Conditi

The Owner reserves the right to re LA R.S. 38:2214(B).

February 19, 2024 OWNER: Ouachita Parish Police . BY: /s/ Shane Smiley Shane Smiley, President Publication Dates:

February 22, 2024, February 29, 2

NOTICE TO BIDDERS

SEALED BIDS will be received h the Administration Building, 100 B or before two (2:00) PM, Tuesday, M be opened, read aloud and tabulated lice Jury, at two o'clock (2:00) PM, J Ouachita Parish Police Jury at its ne of furnishing the following:

FOOD & FOOD PRODUCTS FOR GREEN OAKS' DETENTIO Complete specifications on the abo

obtained from Luchannah Matth

STATE OF LOUISIANA

CITY OF WEST MONROE

ORDINANCE NO.

MOTION BY:

SECONDED BY:

AN ORDINANCE TO AUTHORIZE THE CITY OF WEST MONROE, LOUISIANA TO ENTER INTO A VEGETATION MANAGEMENT AGREEMENT WITH EDKO, L.L.C., RELATING TO THE PROVISION OF CERTAIN VEGETATION SPRAYING SERVICES, AND TO OTHERWISE PROVIDING WITH RESPECT THERETO.

Section 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe, Louisiana, be and it is hereby authorized to enter into a Vegetation Management Agreement with Edko, L.L.C. relating to the provision of certain vegetation spraying services, a copy of which agreement is attached hereto as Exhibit A, according to all terms, conditions and provisions as set forth in that agreement.

Section 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana be and she is hereby authorized to authorize such changes to that agreement as are non-material in scope or nature and thereafter to execute that Agreement on behalf of the City of West Monroe, Louisiana, and to take any and all other action deemed by her either necessary or appropriate to effectuate the receipt of these services pursuant to the terms of that agreement.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in and legal session convened, voted on by yea and nay vote, passed and adopted the 5th day of March, 2024, the final vote being as follows:

YEA:___

NAY:

NOT VOTING:

ABSENT:

ATTEST:

APPROVED THIS 5TH DAY OF MARCH, 2023.

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

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

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Item 8)





February 27, 2024

Mr. Daryl Platt Public Works Director City of West Monroe <u>dplatt@westmonroe.la.gov</u>

RE: 2024 Vegetation Management Program Renewal

Mr. Platt,

Thank you for the opportunity to continue providing vegetation management for the City of West Monroe.

Edko, LLC will furnish all necessary materials, equipment, labor, qualified supervision, and insurance for all areas listed below.

Treatment List:

- Previously designated/sprayed/mapped Ditches 2 Applications
- Golf Course Creek Tributary (2018 Add-on) 2 Applications
- All un-mowable I-20 Ditches and Slopes 2 Applications
- All I-20 Tree "Islands" 2 Applications
- All established I-20 trees (trimming & surrounding brush) 2 Applications
- Previously designated/sprayed sections of I-20 Fences 2 Applications
- All I-20 Overpass Abutments and Aprons, and Guardrails 2 Applications
- Under all Elevated Spans of I-20 (skip at cricket farm) 1 Application
- Islands, Guardrails, and Slopes at Downing Pines Overpass 2 Applications
- "Curb & Gutter" to Downtown Streets and Sidewalks 3 Applications
- "Curb & Gutter" to Bell and McMillan (incl. sidewalks) 3 Applications
- "Curb & Gutter" to N. 7TH St. (from Stella to Cypress); Cypress St. (from Bridge to N. 7TH); Bridge/Stella/Mill Sts. (from Trenton to N. 7TH) (incl. sidewalks) 3 Applications
- "Curb & Gutter" to Thomas and Stella Overpasses 3 Applications

- "Curb & Gutter" to 5th St./I-20 Interchange; including On/Off Ramps 3 Applications
- "Curb & Gutter" at The Ike, Farmer's Mkt., Rec. Center, and Ret. Home 3 Applications
- "Curb & Gutter" to Arkansas Rd.; incl. sidewalks, islands, and roundabouts (from N. 7th to Good Hope) – 3 Applications
- Arkansas Rd. Fence ROW on south side (from Warren to Jersey) 2 Applications
- Trenton St. All area between Street and Sea-Wall; and Guardrails 2 Applications
- Trenton St Sterilant Edging (@6 in.) along Sea-Wall 2 Applications
- Restoration Park Parking Lots, Sidewalks, Levee, Spillway 2 Applications
- Warren Dr. Ditch (excluding Detention Basin) 2 Applications
- Public Works Complex 2 Applications
- Water Tower / Well #10 Site (gravel) 2 Applications
- Fire Dept. Training Yard (Haynes St.) 2 Applications
- Glenwood from Thomas to Blanchard along the canal
- Blanchard @ Glenwood Dr heading north on both sides of the canal, then head west along both sides of the canal toward Tinseltown
- Academy parking lot, ditch along south by Pizza Hut. Spray and kill weeds
- 1100 block of North 8th St from Drew St to the dead end along the wood line
- Parkwood Dr along the guard rails
- Alley between Marie St and Medorah starting @ Tupelo St
- Parkwest Dr. Apartment Ditch
- Both sides of canal on McBeth Ave
- The ditch on Brian E. Smith Park
- McMillan St. and Bell St. ditch on both sides of the street and the grass from the sidewalk to the ditch. It's really wet in there and they can't get in to cut it.
- Waste Water Treatment Facility **(Not shown on Map)
 - Bermuda Release/Suppression to all grass areas 2 Applications
 - Non-Selective to all roads; inner banks; rock areas 1 Application w/ Touch-up

Items to be Removed:

- Wal-Mart Grocery Detention Basin 2 Applications
- "Curb & Gutter" to Warren (incl. sidewalks) 3 Applications
- Small roadside application on Bell Lane
- North 7th St @ Highland Park Portion between Arkansas and Otis
- Roadside application to Otis St

Items to be Added:

- Bridge @ Trenton Crosswalk Island (triangles/porkchops)
- Cypress @ Bridge Island
- 3 applications on sidewalks, parking lots, and cracks at City Hall, Police Station, and Convention Center

Edko recommits to and reaffirms the following:

- Work will be invoiced only <u>after</u> it is completed (broken into 2-3 invoices April-November)
- 2) The City of West Monroe may alter/amend the treatment areas, and the contract amount would be adjusted accordingly.
- 3) The City of West Monroe may terminate the agreement due to any unsatisfactory performance.
- 4) All work is fully guaranteed with respect to results, completeness, quality, and satisfaction.
- 5) Edko will only use licensed and experienced applicators.
- 6) Edko will only use herbicides that are:
 - a) produced and backed by premier manufacturers
 - b) registered by all applicable state and federal agencies
 - c) labeled for each specific type application
- 7) Edko will notify and coordinate with The City of West Monroe whenever there are issues such as access, or applications that may coincide with mowing. Close communication will be maintained with Mr. Platt, Mr. Hodnett, and Mr. Campbell to ensure we are all on the same page, and that the City's expectations are being met.
- 8) Spraying applications will be timed to optimize season-long control and desired results.
- 9) Edko will work safely...with utmost regard to our personnel and the public. We will make every effort to minimize our exposure to, and our impact on traffic, and to always utilize proper traffic warning devices.
- Edko will dress and conduct ourselves in a professional manner at all times. We will treat all city employees, property owners, and the general public with courtesy and respect.
- 11) Edko will respect people's property...taking every precaution to avoid damage, impact, and complaints...whether that be from our physical presence, our trucks, or our spraying.
- 12) Edko agrees to hold ourselves responsible, and to indemnify The City of West Monroe, for and from any claims of damage that are the result of our negligence during the performance of our services for The City of West Monroe.
- Insurance will be maintained in the following categories: Commercial General Liability and Automobile Liability in the amount of \$2,000,000...Workers Comp/Employers' Liability in the amount of \$1,000,000...Excess/Umbrella Liability in the amount of

\$5,000,000...Current certificate(s) of insurance reflecting those coverages will be provided prior to acceptance, and as coverages renew.

Our contract price for the year 2024 is \$87,500.

We appreciate the opportunity to continue serving.

Please let us know if we may provide any additional information.

Respectfully,

Edko, LLC

Jordan LeMoine jordan.lemoine@edkollc.com Office: 318-425-8671 Cell: 318-518-6980

Upon acceptance of this agreement, please sign and return by email or mail.

ACCEPTANCE OF AGREEMENT

Signature

Purchase Order Number

Date

Year 2024 Contract Amount

STATE OF LOUISIANA

CITY OF WEST MONROE

ORDINANCE NO._____

MOTION BY:_____

SECONDED BY:

AN ORDINANCE TO AUTHORIZE THE CITY OF WEST MONROE, LOUISIANA TO SELL CERTAIN DESCRIBED MOVABLE PROPERTY WHICH IS NOT NEEDED FOR ANY PUBLIC PURPOSE BY THE CITY OF WEST MONROE, LOUISIANA TO PLUNK'S WRECKER SERVICE, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the City of West Monroe, Louisiana, owns certain movable property which is not needed for public purposes, and

WHEREAS, a purchaser wishes to acquire such items for a price which is fair and reasonable, and which sale would be beneficial to the City of West Monroe and its residents.

NOW, THEREFORE:

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe, Louisiana is hereby authorized to sell certain movable property, a salvage WMPD vehicle, which is not needed for any public purpose by the City of West Monroe, Louisiana, to the indicated purchaser for the indicated price, which property is more particularly described as follows, to-wit:

Vehicle	VIN	Purchaser	Price
2018 FORD LL	VIN: 1FM5K8AR5JGC29287	Plunk's Wrecker	\$500.00

such property to be in "as is" condition, with the price to be paid in cash.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to execute a Bill of Sale on behalf of the City of West Monroe, Louisiana, reflecting the price and terms set forth above, and to take any other action or execute any and all other documents deemed by her either necessary or appropriate in order to transfer the above described movable property, all as set forth above.

SECTION 3. The above ordinance was introduced on March 5, 2024, in regular and legal session convened; notice of this ordinance was published three times in fifteen (15) days, one week apart, as required by R.S. 33:4712; no opposition being filed, it is considered by sections, voted on by yea and nay vote, passed and adopted in regular and legal session convened this 2nd day of April, 2024, with the final vote being as follows:

YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	
	APPROVED THIS 2ND DAY OF
	APRIL, 2024

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

STATE OF LOUISIANA

STATE OF LOUISIANA

CITY OF WEST MONROE

ORDINANCE NO._____

MOTION BY:_____

SECONDED BY:

ORDINANCE TO AUTHORIZE AN EXCHANGE AGREEMENT BETWEEN THE CITY OF WEST MONROE AND LOUISIANA K-9, AND TO EXCHANGE A CANINE OFFICER VEHICLE NO LONGER UTILIZED BY THE WEST MONROE POLICE DEPARTMENT FOR A TRAINED POLICE CANINE ACCEPTABLE TO THE WEST MONROE POLICE DEPARTMENT TOGETHER WITH RECEIPT OF APPROPRIATE TRAINING OF THE CANINE AND ASSIGNED CANINE OFFICER; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the City of West Monroe, Louisiana, owns a canine officer vehicle no longer

utilized by the West Monroe Police Department, being that vehicle described as:

2014 CHEVROLET TAHOE 4D POLICE 5.3L V8 VIN: 1GNLC2E04ER223595

WHEREAS, the City of West Monroe, Louisiana, wishes to acquire a trained police canine,

together with obtaining the training appropriate for the canine and the assigned canine officer; and

WHEREAS, the West Monroe Police Department has acquired a number of previous trained police canines from Louisiana K-9, and received training in conjunction with the acquisition of those trained police canines, and was extremely satisfied with those trained police canines and the associated training; and

WHEREAS, Louisiana K-9 has need of a canine vehicle of the type owned by the City of West Monroe, and is willing to exchange a trained police canine with appropriate training in order to receive the canine vehicle now owned by the City of West Monroe.

NOW, THEREFORE:

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe, Louisiana, is hereby authorized to enter into an Exchange Agreement between the City of West Monroe and Louisiana K-9, and to exchange a canine officer vehicle no longer utilized by the West Monroe Police Department being that vehicle described as 2014 CHEVROLET TAHOE 4D POLICE 5.3L V8, VIN: 1GNLC2E04ER223595, in receipt of the obligation of Louisiana K-9 to provide a trained police canine which is acceptable to the City of West Monroe Police Department and to provide appropriate training of the canine and the assigned canine officer.

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

City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to execute the Exchange Agreement described above on behalf of the City of West Monroe, Louisiana, and to include and provide for such incidental terms, conditions and provisions incident to the exchange as are necessary, proper and beneficial to the City of West Monroe, Louisiana, as she may determine to be appropriate.

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, 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 Exchange Agreement described above according to its terms and intent, including but not limited to such negotiations and modifications as she determines appropriate or necessary.

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 5th day of March, 2024, the final vote being as follows:

YEA:			
NAY:			

NOT VOTING:

ABSENT:

ATTEST:

APPROVED THIS 5TH DAY OF MARCH, 2024

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

 $C: Users\centery\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\C554EZ4K\Ordinance to authorize an exchange agreement with Louisiana K-9.wpd and the second s$

	CHANGE ORDER		No.	3
			Dated:	3/5/2024
OWNER'S Contract No.:		ENGINEER'S P	roject No.:	235576
Project:	Constitution DR Shop	RT CONSTITUTIO	ON REHAB	
CONTRACTOR:	AMETHYST	CONSTRUCTION	I, INC.	
Contract For:	Roadway Rehabilitation	Contract Date:	April 19	, 2023
То:	AMETHYST CONSTRUCTI Contractor	on, inc.		
You are directed to make	e the changes noted below in the su	bject Contract:		
			City of West M Owner	onroe
		By: Dated:	Staci Albritton M March 5	
Nature of Changes:	As-built quantityadjustments Fuel price adjustment.			
Enclosures:	Change Order #3 Detail			
These changes result in th	ne following adjustments to the Contract	ct Price and Contract	Time:	
Contract Price Prior to Thi	s Change Order:		\$ 964,231.96	
Net (Increase) Resulting fr	rom this Change Order:		\$18,363.38	
Current Contract Price Inc	luding this Change Order:		\$ 945,868.58	

Contract Time Prior to This Change Order:	32	Days
Net (Add) Resulting from This Change Order:	0	Days
Current Contract Time Including This Change Order:	32	Days

The Above Changes Are Recommended:		S. E. HUEY CO. Project Engineer
	By:	Brad Anzalone, P.E.
	Date:	
The above Changes Are Approved As Recommended:		City of West Monroe Owner
	By:	Staci Albritton Mitchell - Mayor
	Date:	
The above Changes Are Accepted:		Amethyst Construction, Inc. Contractor
	By:	
	Date:	

SMGR0005

Louisiana		NO.	003			
Department of Transportation and Development Change Order Report		Date:	02/20/2024			
S.P. NO.	S.P. NO. H.014689.6		H014689			
Name:	Name: CONSTITUTION DR-SHORT CONSTITUTION REHAB		Ouachita			
	`					
This change order requires an LADOTD authorizer						
This change order requires an LADOTD Area Engineer authorizer						

PURPOSE: The purpose of this change order is to pay for fuel adjustment per Section 109 of the specifications, add two new striping items, and adjust remainder of items to as-built installed quantities.

SCOPE: SPN H.014689.6 Constitution Dr. - Short Constitution Rehab in Ouachita Parish. The scope of the project is to resurface 0.700 miles of Constitution/Short Constitution in West Monroe. The project includes grading, milling asphaltic concrete, pavement patching, inplace cement treated base course, asphalt concrete overlay, and related work.

EXPLANATION: Quantities used on this project were not the same as the original amount in the contract. Adjustments were made during construction to safely and successfully complete the project. This change order will adjust these quantities

ATTACHMENTS: CWS Fuel adjustment worksheet Price request

COST: Decrease of \$18,363.38. The pricing for the two new items were provided by the contractor and were negotiated prices which were comparable to the weighted statewide averages for these items. All other prices were extensions of bid pricing.

SPECIFICATIONS: This Change Order does not alter any Specifications.

TIME: No additional days will be added as a result of this Change Order.

FUNDING: Approved by City Council. The project manager, as listed in the contract proposal, has been made aware of the anticipated cost decrease.

Project Number H.014689.6

202-02-06080 Line Item 0001 = 202-02-06080 Removal of Concrete Combination Curb and Gutter

Funding Category 0001: Decrease by 10 LNFT to zero or -100%. JUSTIFICATION: No quantity of this item was used during construction.

203-01-00100 Line Item 0002 = 203-01-00100 General Excavation

Funding Category 0001: Increase by 168.31 CUYD or 67.32%. JUSTIFICATION: Adjustment needed to reconcile to final quantity.

203-07-00100 Line Item 0003 = 203-07-00100 Borrow (Vehicular Measurement)

Funding Category 0001: Increase by 168.31 CUYD or 67.32%. JUSTIFICATION: Adjustment needed to reconcile to final quantity.

204-06-00100 Line Item 0005 = 204-06-00100 Temporary Silt Fencing

Funding Category 0001: Decrease by 600 LNFT to zero or -100%. JUSTIFICATION: This item was not used on the project because the construction operations were conducted in such a manner to adequately contain material on site.

304-01-00100 Line Item 0008 = 304-01-00100 Lime

Funding Category 0001: Decrease by 11.7 TON to zero or -100%. JUSTIFICATION: No quantity of this item was used during construction.

ltem 12)

304-05-00100 <u>Line Item 0009</u> = **304-05-00100** <u>Line Treatment (Type E)</u> Funding Category 0001: Decrease by 2600 SQYD to zero or -100%. JUSTIFICATION: No quantity of this item was used during construction.

401-02-00100 Line Item 0010 = 401-02-00100 Aggregate Surface Course (Adjusted Vehicular Measurement) Funding Category 0001:

Increase by 7 CUYD or 2.62%. JUSTIFICATION: Adjustment needed to reconcile to final quantity.

502-01-00100 Line Item 0011 = 502-01-00100 Asphalt Concrete

Funding Category 0001: Decrease by 82.13 TON or -3.53%. JUSTIFICATION: Adjustment needed to reconcile to final quantity.

707-03-00100 <u>Line Item 0016</u> = 707-03-00100 <u>Combination Concrete Curb and Gutter</u> Funding Category 0001:

Decrease by 10 LNFT to zero or -100%. JUSTIFICATION: No quantity of this item was used during construction.

713-02-00500 Line Item 0018 = 713-02-00500 Temporary Pavement Markings (24" Width)

Funding Category 0001: Decrease by 136 LNFT to zero or -100%. JUSTIFICATION: This item was not used on the project because the construction operations with staging and phasing were conducted in such a manner to adequately control traffic.

731-02-00100 Line Item 0020 = 731-02-00100 Reflectorized Raised Pavement Markers

Funding Category 0001: Increase by 97 EACH or 41.28%. JUSTIFICATION: Adjustment needed to reconcile to final quantity.

732-01-01080 Line Item 0021 = 732-01-01080 Plastic Pavement Striping (24" Width) (Thermoplastic 90 mil)

Funding Category 0001: Increase by 15 LNFT or 6.36%. JUSTIFICATION: Adjustment needed to reconcile to final quantity.

732-02-02000 Line Item 0022 = 732-02-02000 Plastic Pavement Striping (Solid Line) (4" Width) (Thermopla Funding Category 0001:

Increase by 0.769 MILE or 38.24%. JUSTIFICATION: Adjustment needed to reconcile to final quantity.

732-04-15020 Line Item 0024 = 732-04-15020 Plastic Pavement Legends and Symbols (ONLY)

Funding Category 0001:

Decrease by 1 EACH or -50.00%. JUSTIFICATION: Adjustment needed to reconcile to final quantity.

713-02-00100 Line Item 0027 = 713-02-00100 Temporary Pavement Markings (4" Width)

Funding Category 0001:

Decrease by 2500 LNFT to zero or -100%. JUSTIFICATION: This item was not used on the project because the construction operations with staging and phasing were conducted in such a manner to adequately control traffic.

713-03-01000 Line Item 0028 = 713-03-01000 Temporary Pavement Markings (Broken Line) (4" Width) (4' Len Funding Category 0001:

Increase by 0.7 MILE or 50.00%. JUSTIFICATION: Adjustment needed to reconcile to final quantity.

713-05-00220 Line Item 0029 = 713-05-00220 Temporary Pavement Legends & Symbols (Arrow - Left Turn)

Funding Category 0001:

Decrease by 1 EACH to zero or -100%. JUSTIFICATION: This item was not used on the project because the construction operations with staging and phasing were conducted in such a manner to adequately control traffic.

713-05-00300 Line Item 0030 = 713-05-00300 Temporary Pavement Legends & Symbols (ONLY)

Funding Category 0001:

Decrease by 1 EACH to zero or -100%.

JUSTIFICATION: This item was not used on the project because the construction operations with staging and phasing were conducted in such a manner to adequately control traffic.

ltem 12)

510-01-00200 Line Item 0900 = 510-01-00200 Pavement Patching (12" Minimum TH)

Funding Category 0001: Increase by 12.39 SQYD or 10.27%. JUSTIFICATION: Adjustment needed to reconcile to final quantity.

CI-999-00040 Line Item 0901 = CI-999-00040 Fuel Price Adjustment

Funding Category 0001: Increase by 101.09 EACH or 16.25%.

JUSTIFICATION: Adjustment for fuel price decrease as allowed in Section 109 of the specifications.

732-04-25020 Line Item 0902 = 732-04-25020 Plas Pvemnt Leg & Sym (Yield Line)

Funding Category 0001:

Create item for 1 EACH or 100%.

JUSTIFICATION: This new striping item was needed and was not included in the original plans. At the time of original plan production, this striping did not appear on the roadway. Since that time, this striping had been added to the roadway. In order to return the striping to it's original condition prior to construction, this item was required.

732-01-01040 <u>Line Item 0903</u> = 732-01-01040 <u>PPS (8" Width) (Thermoplastic 90 mil)</u> Funding Category 0001:

Create item for 120 LNFT or 100%.

JUSTIFICATION: This new striping item was needed and was not included in the original plans. At the time of original plan production, this striping did not appear on the roadway. Since that time, this striping had been added to the roadway. In order to return the striping to it's original condition prior to construction, this item was required.

The Project Engineer, verified by his approval of this change order, has confirmed and documented either in the project files or within this change order, that the pricing of items are priced per specification section 109.04, and any extension of contract time meets the requirements of specifications section 108.07. It is mutually agreed by the parties represented to perform and accept the above revisions in accordance with the original contract and applicable specification, and that this change order represents final adjustments for any and all compensation and time due to the Contractor for changes to the project's work referred to herein.

Item No.	– Item –	Major Item	Price	Change		Current Revis	Revised	%
Proj. / Line Item No.		% of Cont.	per Unit	Quantity	Amount	Quantity	Quantity	Change
202-02-06080	Removal of Concrete Combination Curb and Gutter	No	\$350.00	-10.000	-\$3,500.00	10.000	0.000	- 100.00%
H.014689.6 / 0001	Combination Curb and Gutter	0.00%	LNFT					
203-01-00100	General Excavation	No	\$18.00	168.310	\$3,029.58	250.000	418.310	67.32%
H.014689.6 / 0002	General Excavation	0.80%	CUYD					
203-07-00100	Borrow (Vehicular	No	\$18.00	168.310	\$3,029.58	250.000	418.310	67.32%
H.014689.6 / 0003	Measurement)	0.80%	CUYD					
204-06-00100	Temporary Silt Fencing	No	\$5.00	-600.000	-\$3,000.00	600.000	0.000	- 100.00%
H.014689.6 / 0005		0.00%	LNFT					
304-01-00100	Lime	No	\$375.00	-11.700	-\$4,387.50	11.700	0.000	- 100.00%
H.014689.6 / 0008		0.00%	TON					
304-05-00100	Lime Treatment (Type E)	No	\$3.00	- 2600.000	-\$7,800.00	2600.000	0.000	- 100.00%
H.014689.6 / 0009		0.00%	SQYD					
401-02-00100	Aggregate Surface Course	No	\$85.00	7.000	\$595.00	267.000	274.000	2.62%
H.014689.6 / 0010	(Adjusted Vehicular Measurement)	2.49%	CUYD					
502-01-00100	Asphalt Concrete	Yes	\$185.00	-82.130	۔ \$15,194.05	2326.200	2244.070	-3.53%
H.014689.6 / 0011		44.37%	TON					

Item 12)

707-03-00100	Combination Concrete Curb and Gutter	No	\$300.00	-10.000	-\$3,000.00	10.000	0.000	- 100.00%
H.014689.6 / 0016	and Gutter	0.00%	LNFT					
713-02-00500	Temporary Pavement	No	\$3.00	-136.000	-\$408.00	136.000	0.000	- 100.00%
H.014689.6 / 0018	Markings (24" Width)	0.00%	LNFT					
731-02-00100	Reflectorized Raised	No	\$12.00	97.000	\$1,164.00	235.000	332.000	41.28%
H.014689.6 / 0020	Pavement Markers	0.43%	EACH					
732-01-01080	Plastic Pavement Striping	No	\$26.00	15.000	\$390.00	236.000	251.000	6.36%
H.014689.6 / 0021	(24" Width) (Thermoplastic 90 mil)	0.70%	LNFT					
732-02-02000	Plastic Pavement Striping	No	\$7000.00	0.769	\$5,383.00	2.011	2.780	38.24%
H.014689.6 / 0022	(Solid Line) (4" Width) (Thermopla	2.08%	MILE					
732-04-15020	Plastic Pavement Legends and	No	\$750.00	-1.000	-\$750.00	2.000	1.000	-50.00%
H.014689.6 / 0024	Symbols (ONLY)	0.08%	EACH					
713-02-00100	Temporary Pavement	No	\$0.60	- 2500.000	-\$1,500.00	2500.000	0.000	- 100.00%
H.014689.6 / 0027	Markings (4" Width)	0.00%	LNFT					
713-03-01000	Temporary Pavement	No	\$5000.00	0.700	\$3,500.00	1.400	2.100	50.00%
H.014689.6 / 0028	Markings (Broken Line) (4" Width) (4' Len	1.12%	MILE					
713-05-00220	Temporary Pavement Legends & Symbols (Arrow -	No	\$30.00	-1.000	-\$30.00	1.000	0.000	- 100.00%
H.014689.6 / 0029	Left Turn)	0.00%	EACH					
713-05-00300	Temporary Pavement	No	\$30.00	-1.000	-\$30.00	1.000	0.000	- 100.00%
H.014689.6 / 0030	Legends & Symbols (ONLY)	0.00%	EACH					
510-01-00200	Pavement Patching (12"	No	\$190.00	12.390	\$2,354.10	120.610	133.000	10.27%
H.014689.6 / 0900	Minimum TH)	2.70%	SQYD					
CI-999-00040	Fuel Price Adjustment	No	-\$1.00	101.090	-\$101.09	622.280	723.370	16.25%
H.014689.6 / 0901	Fuel Flice Aujustilient	-0.08%	EACH					
732-04-25020	Plas Pvemnt Leg & Sym	No	\$1100.00	1.000	\$1,100.00	0.000	1.000	New
H.014689.6 / 0902	(Yield Line)	0.12%	EACH					
732-01-01040	PPS (8" Width)	No	\$6.60	120.000	\$792.00	0.000	120.000	New
H.014689.6 / 0903	(Thermoplastic 90 mil)	0.08%	LNFT					
Additional Contract Days Requested None			Change in	Amount o	f Contract: - \$18,363.38			

Requested By:

Image: Anzalone, Brad
Resident EngineerDate: _______Date: _______Accepted By:______________________CITY OF WEST MONROE
ContractorDate: _______Date: _______By: _______________Approved:________

Recommended By:

http://s-pmmr-aashto1/SMRemoteReports/COReport change.asp?projnum=H.014689.6&c... 2/29/2024

Fngineer

Date:____

Chief Engineer

State Project No. H.014689.6 Plan Change #003 Draft	
Original Contract Cost:	\$935,675.10
Total Approved Change Order to date:	\$28,556.86
% of Total Approved Cost:	3.052%

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No. H.014689

Project : Constitution Dr - Short Constitution Rehab

CONTRACTOR: <u>Amethyst Construction, Inc.</u>

Current Contract For: <u>\$964,231.96</u>

Contract Date: April 19, 2023

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

None specified.

To_____ City of West Monroe_____ OWNER

And To_____ Amethyst Construction, Inc. CONTRACTOR

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

February 21, 2024

Date of Substantial Completion

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

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

None

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

RESPONSIBILITIES:

OWNER: Normal operation and maintenance

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

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

N/A

ACCEPTED BY OWNER : City of West Monroe

Date: _____

By: _______Staci Albritton Mitchell, Mayor

EXECUTED BY CONSULTANT: S. E. Huey Co.

BY: <u>3</u> <u>A</u> Date: <u>3/5/24</u>

Brad Anzalone, Project Engineer

The **CONTRACTOR** accepts this Certificate of Substantial Completion on March 5^{tn} , 2024

Amethyst Construction, Inc. CONTRACTOR

BY:

CONSTITUTION DR. – SHORT CONSTITUTION REHAB

AMETHYST CONSTRUCTION, INC.

Final Inspection Punch List 2-21-2024

Attending this inspection were Brad Anzalone (S.E. Huey Co.), Gary Eldridge (City of West Monroe), and Jerry Riley (Amethyst Construction).

All new roadway was in place and ready to be turned over. The following list was compiled to document items remaining to be addressed as part of the contract.

- 1. Remove survey stakes at approximate Sta. 27+00.
- 2. Clean any remaining construction debris (at approximate Sta. 21+50) that is not a part of the City's stockpile that was on-site previous to construction.
- 3. Dress shoulder material and drainage swale on Short Constitution at approximate Station 11+80 rt.
- 4. It was noted that the contractor constructing the new hotel on the southside of Constitution at approximate Station 5+50 has continued to track mud onto the new roadway. Roadway contractor will not be responsible for any further cleaning.

Respectfully submitted,

S. E. HUEY CO.

3_64

Brad Anzalone, P. E.

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 "FY23 MID-CITY DRAINAGE IMPROVEMENTS, PHASE 1", 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 FY23 Mid-City Drainage Improvements, Phase 1", 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 5th day of March, 2024, the final vote being as follows:

YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	APPROVED THIS 5TH DAY OF MARCH, 2024
CINDY EMORY, CITY CLERK	STACI ALBRITTON MITCHELL, MAYOR

CITY OF WEST MONROE STATE OF LOUISIANA

Phase 1.wpd

CITY OF WEST MONROE STATE OF LOUISIANA

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CONTRACT FOR ENGINEERING SERVICES FY23 MID-CITY DRAINAGE IMPROVEMENTS, PHASE 1

THIS CONTRACT, made and entered into this _____ day of ______, 2024, 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 "FY23 MID-CITY DRAINAGE IMPROVEMENTS, PHASE 1"; and

WHEREAS, OWNER has obtained funding approval from the U.S. Department of Homeland Security through the Fiscal Year 2023 FEMA Pre-Disaster Mitigation (PDM) program to make drainage improvements; and

WHEREAS, OWNER desires to engage ENGINEERS to make surveys, design, and prepare final constructions plans and specifications; 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:

The OWNER hereby employs and retains the ENGINEERS, and ENGINEERS agree to provide all 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 below.

SCOPE OF PROJECT

The project consists of drainage improvements within the "Mid-City" area of West Monroe. The initial scope includes the installation of new drainage pipe along Pine and 4th Streets; improvements to the Oakland collection system and outfall ditch; new drainage pipe along Claiborne Avenue; new drainage pipe and detention basin in the areas along Jackson, Claiborne, and Copley Streets; and improvements to Golf Course Creek and/or conveyances north of Cypress Street. These construction elements will be evaluated during the preliminary phase of this contract and modified as necessary to best achieve the desired benefits to the project area.

SCOPE OF SERVICES

The services to be performed by ENGINEERS are as follows:

- 1) Coordinate with funding agency (FEMA) as required for program and project approval.
- 2) Attend any required meetings. (Additional fees will apply for meetings requiring travel outside of Ouachita Parish.)
- 3) Provide topographic surveying services required for design.
- 4) Provide boundary surveying services to confirm existing rights-of-way and boundaries, if required.
- 5) Provide a hydrologic and hydraulic ("H&H") study, per FEMA requirements.
- 6) Provide engineering services required for the completion of the design, construction plans, specifications, cost estimates, and bid documents, as required.
- 7) Obtain necessary permits from LaDOTD for work to be performed within State right-of-way.
- 8) Assist OWNER with advertisement, bidding, and award of the construction contract.

- 9) Assist OWNER with the reimbursement of funds from the funding agency, as needed.
- Provide construction observation and construction engineering services, including interpretation of plans, documentation of daily activities, and regular reporting of progress, as required by OWNER and the funding agency.
- 11) Provide "as-built" drawings documenting changes made to the project during construction.
- 12) Assist OWNER with final closeout of the project.

EXCLUSIONS

This contract does not include work associated with utility relocations or right-of-way acquisition, other than ENGINEERS shall promptly inform OWNER of needed utility relocations and right-of-way acquisitions as soon as identified, providing OWNER with all information necessary for OWNER to then arrange for that utility relocation and for the needed right-of-way acquisition (such as appropriate legal description), together with all funding source or other applicable requirements which are understood by ENGINEERS as affecting that acquisition (such as Uniform Relocation Assistance and Real Property Acquisition policies) which may require OWNER to obtain additional professional assistance. This contract also does not include work associated with Environmental Planning and Historic Preservation (EHP) review and clearance. The EHP review, including an Environmental Assessment and USACE permitting, is being conducted by FEMA, under their agreement with OWNER.

If additional utility relocation, right-of-way acquisition, or additional permitting is required to perform the scope of this project, services to perform that additional work will be negotiated at that time or billed using the attached Schedule of Invoicing Rates found in Exhibit "A".

CONTRACT TIME

Work shall begin immediately and progress in accordance with funding agency program requirements. Unless suspended or terminated as provided below, this contract shall remain in effect until the construction project is accepted by the OWNER and all associated documentation required by the funding agency is complete.

COMPENSATION

OWNER shall pay, and ENGINEERS agree to accept in full, compensation for the services to be performed under this contract, as follows:

- A. <u>BASIC ENGINEERING SERVICES</u>: The fee for Basic Engineering Services, including the H&H study, preliminary and final design, production of plans and specifications, cost estimating, and coordination with the funding agency shall be \$343,050.
- B. <u>CONSTRUCTION OBSERVATION</u>: The fee for Construction Observation services, including required documentation and close-out assistance, shall be \$98,650.
- C. <u>SURVEYING</u>: The fee for Surveying Services related to the collection of topographic data and verification of existing boundaries and rights-of-way shall be \$58,800.
- D. <u>ADDITIONAL SERVICES</u>: All additional services required and authorized by OWNER shall be billed hourly per the rates included in Exhibit "A", attached.

E. <u>THIRD-PARTY SERVICES</u>: All sub-consultant or laboratory fees required shall be 100% reimbursable and paid directly by OWNER. These include third-party legal, consulting, and testing services.

PAYMENT SCHEDULE

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

Specialized consultant or laboratory fees will be forwarded to the OWNER for direct payment, and will be subject to the terms and conditions of Agreements pertaining to those services made or approved by OWNER.

Invoices shall be due and payable within 30 days following the receipt of invoice.

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 the parties hereto until the work has been completed and accepted by OWNER and all payments required to be made to ENGINEERS have been made. This contract may be suspended or 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, progress, or quality of work in a satisfactory manner, as determined in the discretion of OWNER, proper allowance being made for circumstances beyond the control of ENGINEERS.
- 3) By OWNER, if for any reason OWNER shall determine it does not wish to further continue with the project at that time.
- 4) By either party upon failure of the other party to fulfill its obligations as set forth in this contract.
- 5) By satisfactory completion of all services and obligations described herein.

In the event of termination or suspension, payment shall be made to ENGINEERS for services provided prior to termination or suspension.

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 ENGINEERS' employment practices, or which are otherwise applicable to services rendered in conjunction with this project.

SUCCESSORS AND ASSIGNS

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.

WITNESSES:	S. E. HUEY CO.				
	BY: Robert L. George, IV, P.E.				
	DATE:				
WITNESSES:	CITY OF WEST MONROE				
	BY: Mayor Staci Albritton Mitchell				
	DATE:				

C:\Users\dccal\Dropbox\CITY\MEETINGS of CITY COUNCIL\2024\March\March 5\REVISED v2 DCC ENGR CONTRACT - FY23 Mid-City Drainage Impr Phase 1_r1.docx

EXHIBIT "A"

SCHEDULE OF INVOICING RATES

January 2024

CLASSIFICATION	RATE
 Engineering Services A. Senior Engineer B. Design Engineer/Technician C. Engineering Intern D. Inspectors 	\$160.00 \$110.00 \$95.00 \$85.00
 Designer Services A. Senior Designer/Drafter B. Drafter 	\$100.00 \$85.00
3. Clerical	\$75.00
 4. Survey Services A. Registered Land Surveyor B. Survey Technician C. 1-Man Survey Crew D. 2-Man Survey Crew 	\$150.00 \$105.00 \$150.00 \$165.00

5. Other Costs

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

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 "CYPRESS DETENTION (SOUTH)", 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 "Cypress Detention (South)", 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 5th day of March, 2024, the final vote being as follows:

YEA:

NAY:			
NOT VOTING:			

ABSENT:_____

ATTEST:

APPROVED THIS 5TH DAY OF MARCH, 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 CYPRESS DETENTION (SOUTH)

THIS CONTRACT, made and entered into this _____ day of ______, 2024, 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 the "CYPRESS DETENTION (SOUTH)" project, hereinafter referred to as the "PROJECT"; and

WHEREAS, OWNER has obtained a grant of CDBG-MIT funds being administered by the Louisiana Watershed Initiative's Design Support Program for the purpose of revising the final grant application and preparation of project delivery items for the PROJECT; and

WHEREAS, OWNER has obtained conditional approval of a grant of CDBG-MIT funds being administered by the Louisiana Watershed Initiative for the purpose of constructing the PROJECT; and

WHEREAS, OWNER desires to engage ENGINEERS to make surveys, design, prepare final constructions plans and specifications, and provide construction engineering and inspection services; 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:

The OWNER hereby employs and retains the ENGINEERS, and ENGINEERS agree to provide all 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 below.

SCOPE OF PROJECT

The objective of the PROJECT is to reduce flooding along "Golf Course Creek", north of Cypress Street (US Highway 80) in West Monroe, by improving the conveyance under Cypress Street and creating a stormwater detention basin on the south side of the highway. Construction is expected to consist of clearing, excavation, and installation of new box culverts, headwalls, an outlet structure, and erosion control devices.

SCOPE OF SERVICES

The services to be performed by ENGINEERS are as follows:

- 1) Performing Preliminary engineering design; hydrology and hydraulics ("H&H") study; and revise the application to an acceptable level for full PROJECT approval.
- 2) Designing system improvements and construction engineering.
- 3) Performing required survey and prepare plat and legal description for the purchase of parcel to be used for detention basin construction.
- 4) Obtaining required environmental clearance and permits. This includes coordination with the third-party environmental consultant.
- 5) Obtaining required project permit(s) from LaDOTD for work to be performed within State right-of-way.
- 6) Assisting the administrative consultant with the construction bid package in conformance with applicable federal requirements and supervising the bid advertising, tabulation, and award process, including preparing the

advertisements for bid solicitation, conducting the bid opening, and issuing the notice to proceed.

- 7) Assist in conducting the preconstruction conference.
- 8) On-site supervision of construction work and preparing inspection reports.
- 9) Reviewing and approving all contractor requests for payment and submitting approved requests to the governing body.
- 10) Providing reproducible "as-built" plan drawings to the City of West Monroe upon PROJECT completion.
- 11) Conducting substantial completion, final inspection, and PROJECT closeout.

EXCLUSIONS

This contract does not include work associated with utility relocations or right-of-way acquisition, other than ENGINEERS shall promptly inform OWNER of needed utility relocations and right-of-way acquisitions as soon as identified, providing OWNER with all information necessary for OWNER to then arrange for that utility relocation and for the needed right-of-way acquisition (such as appropriate legal description), together with all funding source or other applicable requirements which are understood by ENGINEERS as affecting that acquisition (such as Uniform Relocation Assistance and Real Property Acquisition policies) which may require OWNER to obtain additional professional assistance. This contract also does not include work associated with Environmental Planning and Historic Preservation (EHP) review and clearance. The EHP review, including an Environmental Assessment and USACE permitting, is being conducted by FEMA, under their agreement with OWNER.

If additional utility relocation, right-of-way acquisition, or additional permitting is required to perform the scope of this PROJECT, services to perform that additional work will be negotiated at that time or billed using the attached Schedule of Invoicing Rates found in Exhibit "A".

CONTRACT TIME

Work shall begin immediately and progress in accordance with funding agency program requirements. Unless suspended or terminated as provided below, This contract shall remain in effect until the PROJECT is accepted by the OWNER and all associated documentation required by the funding agency is complete.

COMPENSATION

OWNER shall pay, and ENGINEERS agree to accept in full, compensation for the services to be performed under this contract, as follows:

- A. <u>ENGINEERING SERVICES</u>: The fee for Engineering Services, including revising the funding application, preparing the H&H study, performing preliminary and final designs, production of plans and specifications, cost estimating, and coordinating with the funding agency, shall be \$141,000.
- B. <u>CONSTRUCTION OBSERVATION</u>: The fee for Construction Observation services, including required documentation and close-out assistance, shall be \$60,600.
- C. <u>SURVEYING</u>: The fee for Surveying Services consisting of the collection of topographic data for the H&H study and engineering design; boundary surveying for the verification of existing rights-of-way; and boundary surveying for acquisition of one (1) parcel, shall be \$54,200.
- D. <u>ADDITIONAL SERVICES</u>: All additional services required and authorized by OWNER shall be billed hourly per the rates included in Exhibit "A", attached.

E. <u>THIRD-PARTY SERVICES</u>: All sub-consultant or laboratory fees required shall be 100% reimbursable and paid directly by OWNER. These include third-party legal, consulting, and testing services.

PAYMENT SCHEDULE

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

Specialized consultant or laboratory fees will be forwarded to the OWNER for direct payment, and will be subject to the terms and conditions of Agreements pertaining to those services made or approved by OWNER.

Invoices shall be due and payable within 30 days following the receipt of invoice.

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 the parties hereto until the work has been completed and accepted by OWNER and all payments required to be made to ENGINEERS have been made. This contract may be suspended or 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, progress, or quality of work in a satisfactory manner, as determined in the discretion of OWNER, proper allowance being made for circumstances beyond the control of ENGINEERS.
- 3) By OWNER, if for any reason OWNER shall determine it does not wish to further continue with the project at that time.
- 4) By either party upon failure of the other party to fulfill its obligations as set forth in this contract.
- 5) By satisfactory completion of all services and obligations described herein.

In the event of termination or suspension, payment shall be made to ENGINEERS for services provided prior to termination or suspension.

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 ENGINEERS' employment practices, or which are otherwise applicable to services rendered in conjunction with this PROJECT.

SUCCESSORS AND ASSIGNS

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.

WITNESSES:	S. E. HUEY CO.	
	BY: Robert L. George, IV, P.E.	
	DATE:	
WITNESSES:	CITY OF WEST MONROE	
	BY: Mayor Staci Albritton Mitchell	
	DATE:	

4

EXHIBIT "A"

SCHEDULE OF INVOICING RATES

January 2024

CLASSIFICATION	RATE
 Engineering Services A. Senior Engineer B. Design Engineer/Technician C. Engineering Intern D. Inspectors 	\$160.00 \$110.00 \$95.00 \$85.00
 Designer Services A. Senior Designer/Drafter B. Drafter 	\$100.00 \$85.00
3. Clerical	\$75.00
 4. Survey Services A. Registered Land Surveyor B. Survey Technician C. 1-Man Survey Crew D. 2-Man Survey Crew 	\$150.00 \$105.00 \$150.00 \$165.00

5. Other Costs

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

STATE OF LOUISIANA CITY OF WEST MONROE

ORDINANCE NO.

MOTION BY:

SECONDED BY:

AN ORDINANCE TO AUTHORIZE THE MAYOR OF THE CITY OF WEST MONROE, LOUISIANA, TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH NEEL-SCHAFFER, INC FOR CERTAIN TRAFFIC CONTROL ENGINEERING SERVICES IN CONNECTION WITH THE PROJECT KNOWN AS "NEW KIROLI ROAD BRIDGE OVER NORTH TUPAWEK BAYOU, PLANNING AND CONSTRUCTION"; 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 Professional Services with Neel-Schaffer, Inc regarding traffic control engineering services on the project known as "New Kiroli Road Bridge Over North Tupawek Bayou, Planning and Construction", 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 5th day of March, 2024, the final vote being as follows:

YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	APPROVED THIS 5TH DAY OF MARCH, 2024
CINDY EMORY, CITY CLERK CITY OF WEST MONROE	STACI ALBRITTON MITCHELL, MAYOR CITY OF WEST MONROE

STATE OF LOUISIANA

STATE OF LOUISIANA





Item 17)

planners surveyors

environmental

scientists landscape architects

March 4, 2024 NSI Proposal No. 422407

City of West Monroe Mayor Staci Albritton Mitchell 2305 North 7th Street West Monroe, LA 71291

RE: Temporary Traffic Control Kiroli Road Bridge West Monroe, Louisiana

Dear Mayor Mitchell:

We are pleased to submit this proposal to provide a site evaluation and recommendations for temporary traffic control on Kiroli Road, specifically at the bridge near the entrance to Kiroli Park, in the City of West Monroe. The purpose of this evaluation is to assess the existing site conditions and recommend temporary traffic control for operating the bridge as a one lane roadway until repairs can be made to the bridge. Exhibit A provides a detailed Scope of Work and is attached for your review and approval. Based on the attached Scope of Work, we propose to perform this study on an hourly basis based on our 2024 Rate Schedule, which is attached as Exhibit B, and a maximum fee of \$8,0000.00.

The signed copy of this letter agreement will serve as a written notice to proceed.

We will bill the City of West Monroe monthly for our services based on work completed. We hold the City of West Monroe responsible for payment of services. Our statements shall be due and payable within 30 days of statement date. Payment of these services will be performed in accordance with our attached General Terms and Conditions.

This letter, Scope of Work, 2024 Rate Schedule, and our General Terms and Conditions will represent the entire understanding between the City of West Monroe and Neel-Schaffer, Inc. with respect to the services we will provide for this project and may be modified in writing signed by both parties.

If this satisfactorily sets forth your understanding of our agreement, please have the original document signed in the space provided and returned to us, keeping a copy for your files. Thank you for allowing us to submit this proposal.

March 4, 2024 NSI Proposal No. 422407 Mayor Staci Albritton Mitchell Page 2

We look forward to working with you on this project. Should you have any questions or if I may be of further service to you in any way, please feel free to call me at (318) 376-0327.

Sincerely, NEEL-SCHAFFER, INC.

RUL AM

R. Kirk Gallien, P.E., PTOE Senior Project Manager

Enclosures

Cc: Nick Ferlito, Jr., P.E., PTOE, Louisiana Area Manager, Neel-Schaffer, Inc. Gary Eldridge, City of West Monroe Courtney Hornsby, City of West Monroe

Agreed to and accepted by:

Name

Title

Date



EXHIBIT A March 4, 2024 NSI Proposal # 422407 Temporary Traffic Control Kiroli Road Bridge Proposed Scope of Work West Monroe, Louisiana

Scope of Work

NSI will provide the City of West Monroe with a written report summarizing a site evaluation and recommendations for temporary traffic control on Kiroli Road, specifically at the bridge near the entrance to Kiroli Park, in the City of West Monroe. The written report will also include detailed plans of temporary traffic control recommended for the bridge to operate as a one lane roadway until repairs can be made to the bridge.

Task I: Data Collection

The following data will be collected by NSI.

Site Evaluation

Task II: Project Coordination with Client

General project coordination with representatives of the City of West Monroe.

Task III: Report of Findings and Recommendations (Written Report)

This task will document existing conditions and include all findings and recommendations. The report will also include a plan of any recommended temporary traffic control for operating the bridge as one lane.

Exhibit B

NEEL-SCHAFFER, INC. 2024 RATE SCHEDULE FOR PROFESSIONAL SERVICES

EMPLOYEE
CLASSIFICA

CLASSIFICATION	POSITION	HOURLY RATE	
P-8, P-9	Officer, Senior Engineer Manager or Survey Manager	\$275.00	
P-7	Engineer Manager/Professional IV	\$245.00	
P-6	Senior Project Manager/Professional III	\$215.00	
P-5	Project Manager/Professional II	\$170.00	
P-4	Professional I	\$140.00	
P-1, P-2, P-3	Professional Intern	\$125.00	
T-6	Senior Certified Engineering Technician	\$160.00	
T-5	Certified Engineering Technician/Supervisory Technician	\$150.00	
T-4	Technician IV/ Inspector IV/ Surveyor IV	\$130.00	
T-3	Technician III/Inspector III//Survey Crew Chief	\$110.00	
T-2	Technician II/Inspector II/Survey Instrument Person	\$90.00	
T-1	Technician I/Inspector I/Survey Assistant	\$80.00	
T-1	Student Intern	\$45.00	
A-4	Senior Administrative	\$95.00	
A-3	Senior Clerical	\$90.00	
A-2	Clerical	\$70.00	
A-1	Assistant Clerical	\$60.00	
	Three-Member Survey Party	\$215.00	
	Two-Member Survey Party	\$170.00	
	One-Member Survey Party	\$130.00	

"Professional" positions include engineer, architect, geologist, scientist, landscape architect, and planner.

"Technician" positions include engineering, soil, architecture, planning, GIS and information technology.

REIMBURSABLE EXPENSE SCHEDULE	
Expense	Соѕт
Vehicle Mileage	\$0.67/mile
Traffic Counter/Video Monitor	\$10.00/day

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost. Use State or Federal Rates for mileage, travel and subsistence where necessary and/or required.

The hourly rates as shown on this rate schedule shall be subject to equitable adjustment on an annual basis due to increased costs and the rate of inflation.

EXHIBIT C General Terms and Conditions Professional Services

- 1. **Relationship between Consultant and Client.** Neel-Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.
- Responsibility of Consultant. Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.
- 3. Responsibility of the Client. Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Consultant shall be entitled to rely upon the accuracy and completeness of any and all information provided by Client. If applicable to the scope of work, Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall provide reasonable notice to Consultant whenever Client becomes aware of any development that affects the scope or timing of Consultant's services.

Client shall notify the Consultant of any deficiency in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such deficiency. Client's failure to notify the Consultant shall relieve the Consultant of any liability for costs to remedy the deficiency above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

- 4. Construction Phase Services. If Consultant's scope of services includes the observation and monitoring of work performed by Client's other contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed in general conformance with the plans and specifications. Consultant shall not supervise, direct, or have control over any construction contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the construction contractor. Consultant does not guarantee the performance of the construction contractor and does not assume responsibility for the contractor's failure to furnish and perform its work in accordance with the plans and specifications.
- 5. **Ownership of Documents.** All reports, drawings, specifications, data, calculations, notes, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain the property of Consultant. Client agrees not to use the deliverables for projects other than the Project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written consent. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.
- 6. **Opinion of Costs.** When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.
- 7. Suspension of Services. Client may, at any time, by written notice, suspend the services of Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension.
- 8. **Termination**. This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.

Neel-Schaffer, Inc

EXHIBIT C General Terms and Conditions Professional Services

9. Indemnification. Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.

To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against those damages and costs (including reasonable attorneys' fees) that Consultant incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Client.

- 10. Legal Proceedings. In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information.
- 11. Successors and Assigns. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.
- 12. **Insurance**. Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:
 - (a) Commercial General Liability insurance with standard ISO coverage and available limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate;
 - (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;
 - (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of \$1,000,000 per employee for bodily injury by accident/\$1,000,000 per employee for bodily injury by disease/\$1,000,000 policy limit for disease; and
 - (d) Professional Liability insurance covering the Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.

Consultant shall provide a certificate of insurance evidencing such insurance coverage to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability and auto liability policies, which shall be primary and noncontributory.

- 13. **Consequential Damages**. Neither Client nor Consultant shall be liable to the other or shall make any claim for any special, incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, loss of business or diminution of property value and shall apply regardless of legal theory such damages are alleged including negligence, strict liability, breach of contract and breach of warranty.
- 14. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments when due; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with the Standard of Care. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion.
- 15. Force Majeure. Neither Client nor Consultant shall be liable for the failure to perform (except Client's obligation to make payment when due) caused by any contingency beyond their reasonable control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

Neel-Schaffer, Inc

EXHIBIT C General Terms and Conditions Professional Services

- 16. **Compliance with Laws**. To the extent applicable to Consultant's services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.
- 17. **Invalid Terms**. If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.
- 18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.
- 19. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.
- 20. Additional Services. Consultant shall be entitled to an equitable adjustment to its fee and schedule for additional services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.
- 21. Amendment. This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.
- 22. Entire Understanding of Agreement. This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
- 23. Survival of Provisions. The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
- 24. Nonwaiver. No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
- 25. Identity of Project Owner. Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.
- 26. **Conflicting Terms**. If there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.

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STATE OF LOUISIANA

CITY OF WEST MONROE

ORDINANCE NO.

MOTION BY: _____

SECONDED BY:

AN ORDINANCE TO AUTHORIZE THE ACCEPTANCE OF THE PROJECT AWARD FOR THE BLACK BAYOU CANAL IMPROVEMENTS (THOMAS ROAD AREA) PROJECT FROM THE ECONOMIC DEVELOPMENT ADMINISTRATION ("EDA"), U.S. DEPARTMENT OF COMMERCE, UNDER A GRANT THROUGH THE FY2023 EDA DISASTER SUPPLEMENTAL FUND, INCLUDING AUTHORIZATION FOR THE EXECUTION OF THE ACCEPTANCE; TO DESIGNATE MATTHEW WILSON, FINANCE DIRECTOR OF THE CITY OF WEST MONROE, AS THE DESIGNATED "RECIPIENT POC" AND "AUTHORIZED OFFICIAL", AND AUTHORIZED TO EXECUTE THE ACCEPTANCE AND TO PROVIDE ANY AND ALL REQUIRED CERTIFICATIONS, AND TO FURTHER EXECUTE ANY AND ALL FURTHER DOCUMENTS EITHER NECESSARY OR APPROPRIATE TO ACCEPT THAT PROJECT AWARD; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Alderman of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe is hereby

authorized to accept a project award of \$1,701,040.00, with a local match of \$425,260.00, to assist

in the funding of the Black Bayou Canal Improvements (Thomas Road Area) Project from the

Economic Development Administration ("EDA"), U.S. Department of Commerce under a grant

through the FY2023 EDA Disaster Supplemental Fund.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Alderman of the City of West Monroe, Louisiana, in regular and legal session convened, that Matthew Wilson, Finance Director of the City of West Monroe, be and he is hereby designated as the "Recipient POC" and "Authorized Official"; and authorized to execute that acceptance attached as "Exhibit A", to which is attached the Specific Award Conditions; as well as further authorized to execute any and all further documents and agreements necessary or appropriate relating to acceptance of the funding award which are necessary to assure qualification for the grant; to provide all such certifications as may be requested or required; together with any and all further documents which he determines are either necessary or desirable in order to fulfill the requirements of the grant or the grant program.

The above Ordinance was read and considered by sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, this 5th day of March, 2024, the final vote being as follows:

NOT VOTING:_____

ABSENT:

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

YEA:___

NAY:

ATTEST:

APPROVED THIS 5TH DAY OF MARCH, 2024

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



Iotice of Award (NoA) ED23AUS0G0059



Department of Commerce

Economic Development Administration

RECIPIENT INFORMATION

- Recipient Name(s) City of West Monroe 2305 N. 7th St. West Monroe, LA 71291 US
- 2. Congressional District of Recipient LA-05
- 3. Employer Identification Number (EIN) 726001497
- 4. UEI TKPGRPA6GCE9
- Recipient POC Matthew Wilson Finance Director mwilson@westmonroe.la.gov (318) 396-2600
- Authorized Official Matthew Wilson Finance Director mwilson@westmonroe.la.gov (318) 396-2600

FEDERAL AGENCY CONTACT INFORMATION

- 7. Grant Specialist Corey Dunn cdunn@doc.gov
- 8. Program Officer Matthew Giannini mgiannini@eda.gov

9. Grant Officer Jorge Ayala jayala@eda.gov

FEDERAL AWARD INFORMATION

- 10. Award Number / FAIN ED23AUS0G0059
- 11. Award Type Grant
- 12. Period of performance Start Date & End Date 11/14/2023 – 11/13/2028
- **13. Federal Share of Cost** \$ 1,700,000.00
- **14. Recipient Share of Cost** \$ 425,260.00
- **15. Total Federal and Recipient Cost** \$ 2,125,260.00
- **16. Statutory Authority** Public Works and Economic Development Act of 1965 as amended, (42 U.S.C. 3121 et seq.), Title II, Section 209 and 703
- 17. NOFO/RFA # EDA-DISASTER-2023
- 18. Project Title Black Bayou Canal Improvements (Thomas Road Area)
- 19. Assistance Listing Number and Name 11.307
- 20. Award Action Type New Competing
- 21. Multiyear Award? No
- 22. R&D Award? No
- 23. Construction Award? Yes
- 24. Grants Officer Signature and Date

Jorge D. Ayala



Jorge Ayala 2024.01.24 16:21:07 -06'00'

25. Recipient – Signature and Date Matthew Wilson

BY ACCEPTING THIS AWARD, THE RECIPIENT IS AFFIRMING THAT IT WILL COMPLY WITH ALL THE TERMS AND CONDITIONS OF THE AWARD. THE AWARD MUST BE ACCEPTED BY THE APPLICANT'S AUTHORIZED OFFICIAL.

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RECIPIENT NAME: City of West Monroe PROJECT TITLE: Black Bayou Canal Improvements (Thomas Road Area) AWARD NUMBER: ED23AUS0G0059

This Notice of Award includes the following sections and incorporates all regulations, documents and authorities referenced therein.

- I. BUDGET INFORMATION
- II. STANDARD TERMS AND CONDITIONS
- III. SPECIFIC AWARD CONDITIONS
- IV. OTHER

Should there be a discrepancy among these documents, the Specific Award Conditions, including any references, shall control.

SECTION I – BUDGET INFORMATION

The following is the Authorized Budget for this award. Reference Section III – Specific Award Conditions for conditions related to the Authorized Budget.

See Line Item Budget

SECTION II – STANDARD TERMS AND CONDITIONS

The following regulations and standard terms and conditions apply to this award:

- ☑ 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements, as Adopted Pursuant to 2 CFR § 1327.101 for Federal Awards
- Department of Commerce Financial Assistance Standard Terms and Conditions (November 12, 2020)
- Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements

 \boxtimes 13 CFR Chapter III Economic Development Administration, Department of Commerce Regulations

 \boxtimes Other:

- EDA Construction Standard Terms and Conditions March 2021
- EDA Summary of Construction Standards July 2018
- Waste Fraud and Abuse Training
- Waste Fraud and Abuse Training Certificate of Completion

SECTION III – SPECIFIC AWARD CONDITIONS

The following Specific Award Conditions apply to this award: EDA Specific Award Conditions

SECTION IV – OTHER N/A

SPECIFIC AWARD CONDITIONS U.S. DEPARTMENT OF COMMERCE Economic Development Administration (EDA)

Title II, Section 209 and 703, Economic Adjustment, Disaster Assistance under the Public Works and Economic Development Act of 1965 as amended, 42 U.S.C. §§ 3149 and 3233

City of West Monroe, Louisiana

Project Title: Black Bayou Canal Improvements (Thomas Road Area) Award Number/FAIN: ED23AUS0G0059

- 1. **Project Contact Information:** Recipient agrees to notify EDA promptly of any changes to Recipient's contact information as specified in the Notice of Award.
- 2. Additional Included Documents (Construction) In addition to the regulations, documents, or authorities incorporated by reference in the Notice of Award, the following additional documents are incorporated by reference into this Award:
 - i. EDA Standard Terms and Conditions for Construction Projects (March 22, 2021).
 - ii. The Recipient's application, including any attachments, project descriptions, schedules, and subsequently submitted supplemental documentation.
 - iii. Authorized Scope of Work (Attachment 1) Should there be a discrepancy among these documents, the Specific Award Conditions, including any attachments, shall control.
- 3. Uniform Administrative Requirements, Cost Principles, and Audit Requirements: Along with other controlling law, this Award is governed by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) as set forth in 2 C.F.R. part 200.
- 4. **Matching Share:** The Recipient agrees to provide the Recipient's Non-Federal Matching Share contribution for eligible project expenses in proportion to the Federal Share requested for such project expenses. The EDA participation in total eligible project costs will be limited to the EDA grant amount or the EDA share of total allowable project costs, as stated on the Notice of Award, whichever is less. By accepting the Award, the Recipient also certifies that the Matching Share of the project costs is committed to the project, is not encumbered in any way that would prevent its use for the project and will be available as needed for the project.
- 5. **Federal Share:** The EDA participation in total eligible project costs will be limited to the lesser of the EDA grant amount or the EDA share of total allowable project costs (as stated on the Notice of Award or the most recent Amendment).
- 6. Nonrelocation (Construction) By accepting this Award, the Recipient attests that the EDA-funded project will not be used to induce the relocation or the movement of existing jobs from one Region to another Region by a primary beneficiary of the Award (see 13 C.F.R. § 300.3). In the event that EDA determines that its assistance was used for such purposes, EDA reserves the right to pursue all rights and remedies, including suspension of disbursements, termination of the Award, and disallowance of any costs attributable, directly or indirectly, to the relocation. For purposes of ensuring that EDA assistance will not be used for relocation purposes, each applicant must inform EDA of all employers that constitute primary beneficiaries of the project. EDA considers an employer to be a "primary beneficiary" if the applicant estimates that such employer will create or save 100 or more permanent

Specific Award Conditions City of West Monroe P a g e | 2 Award Number/FAIN: ED23AUS0G0059

jobs as a result of the investment assistance and the applicant specifically names the employer in its application for EDA assistance. In smaller communities, EDA may consider a primary beneficiary to be an employer of 50 or more permanent jobs so identified.

7. **Grant Administration Plan**: Within sixty (60) days of accepting the EDA Financial Assistance Award, the Recipient shall provide to the Regional Office a Grant Administration Plan which outlines how the Recipient will administer the EDA Award. The Plan must include the following information.

a. Names, addresses, phone and facsimile numbers and email addresses for all personnel responsible for all activities pertaining to the EDA Award. These activities include, but are not limited to, compliance with grant conditions, processing payment requests to EDA, engineering activities such as design, inspection, and legal services.

b. Proposed detailed project implementation schedule. The schedule shall contain as a minimum, the following milestones:

- Request for Proposals for Engineering Services
- Award of Engineering Contract
- Start of Design Activities
- Completion of Final Plans and Specifications
- Date all Permits will be obtained
- Advertisement for Bids
- Bid Opening
- Construction Contract Award
- Pre-Construction Conference
- Issuance of Notice-to-Proceed
- -Substantial Completion Date
- Final Completion Date/Acceptance by Owner

c. Project Financial Plan: EDA funds will not be disbursed until all special award terms and conditions to the EDA Award are satisfied and all construction contracts are awarded. The plan must address how expenses will be paid prior to the disbursement of funds by EDA. The plan should explain who will be responsible for preparing payments requests to EDA.

- 8. **Refund Checks, Interest, or Unused Funds:** If the Recipient needs to return money to EDA, it may use one of the following two methods:
 - i. The first is the pay gov website, which allows the Recipient to pay EDA online. The Recipient will have the option to make a one-time payment or to set up an account to make regular payments.
 - ii. The second is paper check conversion. All checks must be made payable to "Department of Commerce, Economic Development Administration" and include the award number and a description of no more than two words identifying the reason for the payment. A copy of the check should be provided to the EDA Project Officer. The check should be mailed to NOAA's Accounting Office, which processes EDA's accounting functions, at the following address:

NOAA OCFO Attn: Finance Office, Travel Dept. 1315 East West Highway, SSMC3 Silver Spring, MD 20910

When funds are remitted to EDA by check, the check will be converted into an electronic funds transfer (EFT) by using the account information on the check to debit the payor's account

Specific Award Conditions City of West Monroe Item 18)

electronically. The debit from the payor's account will usually occur within 24 hours. If the EFT cannot be completed because of insufficient funds, EDA will charge a one-time fee of \$25.00, which will be collected by EFT.

9. Waste, Fraud, and Abuse: Consistent with 2 C.F.R. part 200, at EDA's direction, at any time(s) during the estimated useful life of the Project, Recipient's key personnel will take a training on preventing waste, fraud and abuse as provided by the Government. Key personnel include those responsible for managing the Recipient's finances and overseeing any contractors, sub-contractors, or sub-grantees (for financial matters and/or general oversight related to this Project). EDA will provide instructions on when and how to take the training. Within <u>60 days</u> of the date of Award, the Recipient shall provide to the Project Officer all Certificates of Completion for the Waste, Fraud, and Abuse training. In the event there are co-recipients of this Award, the obligations in the Specific Award Condition shall apply to all recipients whether or not designated in this Award as the Lead Recipient.

Further, Recipient will monitor award activities for common fraud schemes (hereinafter "Fraud Schemes"), such as but not limited to:

- false claims for materials and labor,
- bribes related to the acquisition of materials and labor,
- product substitution,
- · mismarking or mislabeling on products and materials, and
- time and materials overcharging.

Should Recipient detect any Fraud Schemes or any other suspicious activity, Recipient will contact the EDA staff listed above and the Department of Commerce, Office of Inspector General, as indicated at https://www.oig.doc.gov/Pages/Contact-Us.aspx, as soon as possible.

- 10. **Financial Reports**: Financial Status Reports (SF-425) must be submitted to EDA on a semi-annual basis via EDA's Grants Management Portal for the reporting periods ending March 31 and September 30, or any portion thereof if applicable, for the period of performance set forth in the Notice of Award or as later memorialized through a mutually agreed-upon Amendment to the Award. Form SF-425 (and instructions for completing this form) is available at: https://www.grants.gov/forms/post-award-reporting-forms.html. Reports are due no later than 30 calendar days following the end of the reporting period.
- 11. **Final Financial Report (Construction):** A final Form SF-425 must be submitted no more than 120 calendar days after the date the Recipient accepts the completed project from the contractor(s) unless an extension is granted in writing by the project officer. Final Financial Reports should follow the guidance outlined in the instructions for submitting mid-term financial reports, but should ensure that all fields accurately reflect the total outlays for the entire project period and that all matching funds and program income (if applicable) are fully reported. Determination of the final grant rate and final balances owed to the government will be determined based on the information on the final Form SF-425, so it is imperative that it be submitted in a timely and accurate manner.
- 12. **Performance Measures (Construction):** The Recipient agrees to report on program performance measures and program outcomes in such a form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act (GPRA) of 1993 and the Government Performance and Results Modernization Act of 2010. At this time, all Awards for construction assistance require Recipients to report actual job creation/retention and private investment leverage at three, six, and nine years after an EDA investment. The Recipient must retain sufficient documentation so that they can submit these required reports. Failure to submit these reports may adversely impact the ability of the Recipient to secure future funding from EDA. Performance

measures and reporting requirements that apply to program activities funded by this investment will be provided in a separate GPRA information collection document. EDA staff will contact the Recipient in writing within a reasonable period prior to the time of submission of the reports with information on how this data should be submitted. The Recipient must ensure adequate and sufficient records are kept to support the methodology for computing initial job creation/retention and private investment estimates and all subsequent actual performance data, and must make this information available at EDA's request, including in the event of an audit or performance site visit.

- 13. **Project Progress Reports (Construction):** The Recipient must submit project progress reports to the Project Officer on a quarterly basis for the periods ending March 31, June 30, September 30, and December 31, or any portion thereof, until the final disbursement is made by EDA. Reports should be submitted using the approved EDA template, which will be provided by the Project Officer and discussed during the project kick-off meeting. Reports are due no later than 1 month following the end of the quarterly period.
- 14. Evidence of Good Title: Prior to advertising for construction bids, the Recipient must provide an opinion of counsel, satisfactory to EDA, that the Recipient has acquired good and marketable title to land, free of all encumbrances, to all real property necessary for completion of the project, as well as any necessary rights-of-way, easements, state or local government land use permits, long-term lease interests, or other items necessary for the completion of the project in accordance with 13 C.F.R. part 314.
- 15. **Reaffirmation of Application:** Recipient acknowledges that Recipient's Application for this Award may have been submitted to EDA and signed by Recipient, or by an authorized representative of Recipient, electronically without providing an original "wet" signature. In addition, the Recipient or an authorized representative of Recipient may have accepted the Award electronically, which includes drawing down any funds under this Award. Regardless of who submitted the Application to EDA or the means by which Recipient submitted the Application or accepted the Award, Recipient hereby reaffirms and states that:

i. All data in the applicable Application were true and correct when the Application was submitted and remain true and correct as of the date of this Award;

ii. The Application was, as of the date of submission and the date of this Award, duly authorized as required by local law by the governing body of the Recipient; and

iii. Recipient has read, understood, and will comply with all terms of this Award, including the Assurances and Certifications submitted with, or attached to, the Application and through the System for Award Management (SAM.gov).

The Recipient agrees to immediately notify the EDA of any material changes to the Application within 30 calendar days of the date the Recipient becomes aware of such changes. For purposes of this provision, the term "Application" includes all documentation and any information provided to EDA as part of, and in furtherance to, the request for funding, including submissions made in response to information requested by EDA after submission of the initial Application.

16. Use of EDA Logo (Construction): Recipient may use the EDA logo pursuant to the below terms and conditions for the following limited purposes:

• Press releases, social media posts, and websites that build awareness of this Award (note that some advertising and marketing activities are not allowable costs under federal awards as provided at 2 CFR 200.421);

• Work products and deliverables developed under this Award (e.g. tools, publications, resource guides, brochures, PowerPoint presentations, technical assistance materials); and

• Signage for construction projects funded under this Award and materials that promote the purpose or use of the construction project (e.g. fliers, pamphlets, brochures).

Recipient may not use the EDA logo for other purposes, including lobbying or issue advocacy, endorsing a product or organization, or communications to elected officials or federal agencies. Recipient may not use the EDA logo in a negative or defamatory manner. Recipient must request and obtain EDA permission prior to certain uses of the EDA logo (see section B, below).

A. <u>Grant of License</u>: EDA hereby grants to Recipient a non-exclusive, royalty-free right to use the EDA logo for the limited purposes described above (the "License"). Recipient agrees that:

(1) the EDA logo will not be used in a way that would suggest that it is the property of Recipient or any other third party, and

(2) Recipient will include the following notice in conjunction with its use of the EDA logo, as appropriate: "The EDA logo is a trademark of the Economic Development Administration, used with permission." This License does not grant Recipient the right to use any seal, emblem, logo, or other symbol of the U.S. Department of Commerce or EDA that is not the EDA logo.

B. <u>Required Approvals for Certain Uses of the EDA Logo</u>: Before Recipient uses the EDA logo for press releases and related materials, Recipient shall send a sample of each print, product, design, or other work to show the proposed use to the EDA Regional Office Public Affairs Specialist (whose contact information may be obtained from the Project Officer for this Award). Recipient shall not use the EDA logo for the above uses until receiving written approval (including via email) from EDA of the proposed use.

C. <u>Quality Control</u>: EDA shall have the right, at all reasonable times, to inspect Recipient's goods, services, and promotional activities employing the EDA logo to ensure that such use is of proper quality and otherwise consistent with this License.

D. <u>Duration and Termination</u>: The License shall terminate on the Award End Date. Recipient may request a renewal of the License for an additional term subject to the express written consent of EDA. Such consent shall be in the form of a properly executed agreement signed by authorized signatories of EDA and Recipient. Upon termination of the License, all rights of Recipient to use the EDA logo shall immediately terminate. EDA may terminate the License unilaterally and without cause at any time, including if EDA determines that Recipient's use of the EDA logo is inconsistent with the License.

E. <u>Validity and Ownership of EDA Logo</u>: Recipient acknowledges and agrees that EDA is the owner of all right, title, and interest in the EDA logo, and all such right, title, interest, and ownership shall remain with EDA. Recipient further acknowledges that Recipient shall not acquire any right, title, interest, or ownership in the EDA logo by virtue of the License or use other than the license granted hereunder and disclaims any such right, title, interest, or ownership. Recipient is prohibited from interfering with EDA's rights in the EDA logo, including challenging EDA's use, registration of, or application to register the EDA logo alone or in combination with other words or designs, as a U.S. or foreign trademark anywhere in the world. Recipient is further prohibited from attempting to register the EDA logo, any derivatives thereof, or any confusingly similar mark, whether or not registered by EDA, alone or in combination with other words or designs, as a part of a domain name.

F. Assignments and Sub-Licenses: The License is not assignable, and any attempt by Recipient to

assign any portion of the License shall be deemed a breach of the License and will result in immediate termination of the License. Recipient may subcontract, thereby engaging in a limited sublicensing arrangement as applicable, for manufacturing and distribution activities under the License; Recipient shall provide notice to EDA—and must receive prior approval from EDA—of any such subcontract prior to manufacturing and distribution activities.

G. <u>Governing Law</u>: The License shall be interpreted and implemented in accordance with the Federal common law as interpreted by the U.S. District Court for the District of Columbia, without giving effect to any conflict of law principle that would result in the application of the substantive law of another jurisdiction.

H. <u>Indemnification</u>: Recipient agrees to indemnify and hold EDA harmless from any and all claims, damages, and attorneys' fees arising from the use of the EDA logo by the Recipient and its operations, except to the extent that any such claims, damages, or attorneys' fees arose in connection with any act or failure to act by the U.S. Department of Commerce or any agency, department, or subdivision thereof.

I. <u>Obtaining the EDA Logo</u>: For an electronic version of the EDA logo, Recipient should contact the EDA Regional Office Public Affairs Specialist (whose contact information may be obtained from the Project Officer for this Award).

- 17. Award Disbursements (Construction Reimbursement): Reimbursement basis only. EDA will make disbursements under this Award on a reimbursement basis only, based on actual costs incurred, after all preconditions set forth in these Specific Award Conditions have been met. The "Request for Reimbursement" (Form SF-271 or any successor form) is used to request a disbursement, which must be approved in writing by the Project Officer. Prior to the initial disbursement, Recipients must complete the attached Form SF-3881, "ACH Vendor/Miscellaneous Payment Enrollment Form." The form must be completed by the respective parties (EDA, Recipient Bank, and Recipient) at the start of each new award. Instructions for submitting the form will be provided during the project kick-off conference.
- 18. Freedom of Information Act (FOIA): EDA is responsible for meeting its Freedom of Information Act (FOIA) (5 U.S.C. § 552) responsibilities for its records. DOC regulations at 15 C.F.R. part 4 set forth the requirements and procedures that EDA must follow in order to make the requested material, information, and records publicly available. Unless prohibited by law and to the extent required under the FOIA, contents of applications and other information submitted by applicants and recipients may be released in response to a FOIA request. The Recipient should be aware that EDA may make certain application information publicly available. Accordingly, the Recipient should notify EDA if it believes any Application information to be confidential.
- 19. Goals for Women and Minorities in Construction: Department of Labor regulations set forth at 41 C.F.R. part 60-4 establish goals and timetables for the participation of minorities and women in the construction industry. Those regulations apply to all federally assisted construction contracts in excess of \$10,000. The Recipient must comply with those regulations and must require compliance with 41 C.F.R. part 60-4 from contractors and subcontractors employed on the project by including such notices, clauses, and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. part 60-4. The goal for the participation of women in each trade area shall be as follows: from April 1, 1981, until further notice: 6.9 percent.

All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, shall hereafter be incorporated by reference into these Specific Award Conditions.

Specific Award Conditions City of West Monroe P a g e | 7 Award Number/FAIN: ED23AUS0G0059

Goals for minority participation shall be as prescribed by Appendix B-80 of the Federal Register notice published October 3, 1980, at 45 Fed. Reg. 65984–65991, or any subsequently published amendments. The Recipient must include the Standard Federal Equal Employment Opportunity Construction Contract Specifications (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-4.6. The minority participation goal for this project is <u>22.8 percent</u>.

- 20. **Construction Completion**: In keeping with prudent grants management policy, EDA construction projects must be completed within five years from the date of Award. If construction is not completed by that date and the Grants Officer determines that construction will not be completed promptly and expeditiously, the grant may be terminated. Extensions beyond the five-year project period are exceedingly rare and can only be authorized by the Assistant Secretary. Nothing in this paragraph is intended to alter the Project Development Time Schedule.
- 21. **Procurement:** The Recipient agrees that all procurement transactions will be in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. §§ 200.317–200.327.
- 22. Useful life: The useful life of this project is hereby determined to be 20 years from the date of the Grant Award.
- 23. **Project Development Time Schedule**: The Recipient agrees to the following Project Development Time Schedule:

Project Closeout – All project closeout documents, including final financial reports (Form SF-425 or any successor form) and any required program reports, must be submitted to EDA not more than 120 calendar days after the date the Recipient accepts the completed project from the contractor(s) unless an extension is granted in writing by the Project Officer. The Recipient must diligently pursue the development of the project so as to ensure completion within this time schedule and must promptly notify EDA in writing of any event that could substantially delay meeting any of the prescribed time limits for the project as set forth above. The Recipient further acknowledges that failure to meet the development time schedule may result in EDA taking action to terminate the Award in accordance with the regulations set forth at 2 C.F.R. §§ 200.339–200.343, as applicable.

- 24. **National Pollutant Discharge Elimination System (NPDES) Permit**: Prior to EDA's approval of bid documents for construction, the Recipient shall provide documentation satisfactory to EDA that the NPDES permit has been obtained or that the bid documents include language requiring the contractor to obtain the permit prior to the start of construction. If the contractor obtains the permit, then prior to initial disbursement of any construction costs, the Recipient shall provide EDA with satisfactory documentation that the permit has been obtained.
- 25. U.S. Army Corps of Engineers Permitting Clearance: Prior to advertisement for bids, the Recipient shall provide a copy of a valid Section 404 permit from the U.S. Army Corps of Engineers (USACE) and satisfactory evidence that any mitigation set forth by the permit has been completed. If no Section 404 permit is required, the Recipient shall provide written verification from USACE that no Section 404 permit is required.

Item 18)

Attachment 1: Scope of Work

This EDA Award supports the work described in the approved final scope of work, which is incorporated by reference into this Award, as the Authorized Scope of Work. All work on this project must be consistent with the Authorized Scope of Work, unless the Grants Officer has authorized a modification of the scope of work memorialized in writing through execution of an amendment to the Notice of Award.

Authorized Project Description/Scope of Work

The Black Bayou Canal project funds improvement to deteriorated portions of the Canal in the heart of the City of West Monroe. The Canal serves as the main artery for drainage in the city, with 80% of the stormwater from surface streets draining into the Canal and out to the Ouachita River.

More specifically, the work elements include design and construction of defined gateway infrastructure at the health district boundaries, intersection enhancements along surface roads, and improved wayfinding signage throughout the health district. Installation of gateway signage at three primary entries leading from IH-10 as well as intersection improvements at the remaining gateways, which include landscaping, irrigation, and lighting, pedestrian crosswalks, sidewalks, landscape islands, and associated utilities appurtenances.

Attachment 2: Line Item Budget

Allowable Costs and Authorized Budget: Total allowable costs will be determined after the final financial documents are submitted in accordance with the applicable authorities specified on the Notice of Award, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. part 200, and the Authorized Budget.

Except as otherwise expressly provided for within these Specific Award Conditions, the federal share of the allowable costs will be based on the Investment Rate for the Award, as established on the Notice of Award or any subsequent Amendment. In the event of an underrun in total allowable costs for this project, the federal share of allowable costs will be determined by the Investment Rate. The federal share of total allowable costs may not exceed the dollar amount specified on the original Award or any subsequent amendments.

A. Under the terms of the Award, the total approved authorized budget is:					
Federal Share (EDA Amount) \$ 1,700,000.00 (80.00%)					
Non-Federal Matching Share	\$	425,260.00	(20.00%)		
Total Project Cost	\$	2,125,260.00	(100.00%)		

B. Cost Categories

Line Items	Proposed	Approved
Administrative Expenses	0.00	0.00
Land, Structure, ROW	0.00	0.00
Relocation Expenses and Payments	0.00	0.00
Architectural & Engineering Fees	0.00	0.00
Other Architectural & Engineering Fees	0.00	0.00
Project Inspection Fees	0.00	0.00
Site Work	0.00	0.00
Demolition and Removal	0.00	0.00
Construction	\$1,933,000.00	\$1,933,000.00
Equipment	0.00	0.00
Miscellaneous	0.00	0.00
Contingencies	\$192,260.00	\$192,260
TOTAL PROJECT COSTS	\$2,125,260.00	\$2,125,260.00

Budget Remarks: None



INFRASTRUCTURE PROJECT UPDATE

ltem 19)

UNDER CONSTRUCTION			
Project	Description	Funding	Status
Otis Street (Urban Systems)	Mill & Overlay, add bike/ped path.	Urban Systems (80/20)	Punchlist item and final change order remain.
DRA: Cypress/Slack Sanitary Sewer Improvements	Replacement of sanitary sewer lines in the vicinity of Cypress Street.	DRA/City	Contractor is to perform additional investigation of final punch list item.
La Watershed Initiative – Flood Acquisitions	\$10m awarded for buyouts.	LWI	Public meeting conducted by OCD (State) on 8/22/23. OCD contacting eligible residents.
New Kiroli Road Bridge (North)	Replacement of bridge on Kiroli Road with box culverts.	Capital Outlay	Met with Contractor last week; awaiting meeting with Contractor this week for time frame, means and methods of repair.
Constitution & Short Const. Dr. (Urban Systems)	Pulverize and rebuild road base and pavement.	Urban Systems (80/20)	Walkthrough held 2/21/24. Project complete.
Flanagan Street Water Main Replacement	Replacement of existing 4" W.M. along Flanagan with a 6" W.M.	CWEF/City	Contract executed. Notice to Proceed to be issued.
Industrial Park Drainage Improvements (EDA)	Drainage improvements including cross drains, piping, and ditches.	EDA/City	Downing Pines cross drain headwall construction complete. Road repair this week. All utility conflicts resolved.

Project Classifications

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



Project	Description	Funding	Status
Tiblet	Install new sidewalks along Kiroli Road from Post Oak Apartments to	DOTD TAP	Status
Kiroli Sidewalk Project	Arkansas Road. Install pedestrian crossing at Kiroli Elementary.	(80/20)	Pursuing additional funding from DOTDTAP.
	Arkansus Roud. Instan pedestrian crossing at kiron Elementary.	(00/20)	
Black Bayou Canal - 2016 Flood Damage Repairs	Repair concrete canal near Assembly and Wal Mart.	EDA/FEMA/ City	EDA awarding \$1.7 million.
	Improvements including cleaning, widening, and armoring portions of the		Awaiting FEMA Phase I approval. USACE permitting
Black Bayou Canal Improvements (HMGP)	Black Bayou Canal south of I-20.	FEMA/City	underway.
	Mill & Overlay with sidewalk replacement, from Trenton St. to N. 7th	(1) (20 (20)	
Crosley Street Rehabiliation	Street.	Urban Systems (80/20)	Design Phase.
Highland School Area Sidewalks	Construction of sidewalks along Arlene Street to provide a safe pedestrian	LaDOTD/City	Addressing 95% Final Submittal comments. 100% Fina
	route to school.	Laborb/city	plans to be submitted this week.
Mane Street Rehabilitation Phase 2 (Urban Systems)	Mill & Overlay Mane Street from Downing Pines Rd to Interchange.	Urban Systems (80/20)	Bids received 2/14/24. DOTD preparing contract.
New Drago Sanitary Sewer Lift Station	New sanitary sewer lift station to replace Drago LS. Funding from Capital	WSP/LaFPC/ City	Plans are complete. Property acquisition underway.
	Outlay and La Water Sector Program.		Rate study underway.
New Austin Sanitary Sewer Lift Station	New sanitary sewer lift station to replace Austin LS.	EDA/City	Design Phase.
Arkansas Rd. Utility Relocation	Relocation of water and sewer lines ahead of street rehabilitation project.	City	Plans out for permitting approval.
		City	
North 7th Street Bicycle/Pedestrian Path (Arkansas Rd to Otis St)	Construction of 10' wide concrete path along the east side of North 7th	FHWA Rec Trails Prog/City	Design 90%. Final plan with City review underway.
,	Street.		Irrigation changes to be incorporated.
McMillan Rd. Sidewalks (LaDOTD Safe Routes to Public Places	New sidewalks along the south side of McMillan Road, from Hilton Street	LaDOTD/City	Finalizing retaining wall design and 90% submittal.
Program)	to the library.		Plans complete. Prices to be solicited with
Downtown - Trenton/Wood Sewer	Sewer line improvements.	City	construction to begin after Ouachita River Fest.
	Drainage improvements between Trenton Street and Black Bayou Canal.		FEMA consultant performing Environmental
Mid-City Drainage (Fed Approp/FEMA-PDM)	(\$2.4m Award)	FEMA/City	Assessment. Engineering contract pending.
	Bury utilities and construct bike/ped path along Trenton St, from Otis St to		rescontent. Engineering contract pertaing.
Trenton Corridor Bike/Ped and Utilities (Fed Approp/LaDOTD)	Bridge St. (\$5.0m Award)	FEMA/City	CEA executed.
	Construction of sidewalks along N 6th Street, from WMHS to Clayton		Received award letter (\$600,000). Awaiting LaDOTD
2023 DOTDTAP: N 6th Street Sidewalks	Street.	LaDOTD/City	agreement.
	Replacement of an aging 16" AC F.M. along S. 11th Street from Coleman		
Drago Sanitary Sewer Force Main (South 11th Street)	Ave. to the Austin Street Lift Station.	LGAP/City	Authorization to advertise pending.
	Replacement of pumps and piping at the McMillan Rd. sanitary sewer lift		Design phase. LGAP agreement received. Funding
McMillan Rd. Lift Station Rehabilitation	station.	LGAP/City	reallocation approved by LGAP.
	Replacement of pumps at the Montgomery Lift Station, and installation of		
Montgomery Ave. Lift Station and Force Main Improvements	a new force main from the lift station to Mont/Reagan intersection.		Advertising - Bid Date 3/19/24.
	Replacement of an aging 6" AC W.M. along Phillips between Cherry Street		Permits approved. Awaiting CWEF contract to solicit
Phillips Street Water Main FY22-23 CWEF	to the east side of Ned Street.	CWEF/City	prices.
		55NAN /0'1	\$5M application has been endorsed by GOHSEP (State
Black Bayou Pump Station - Pump Replacement	Replacement of pumps.	FEMA/City	and forwarded to FEMA for consideration.
Black Bayou Pump Station Improvements	New pumps, housing, and generator. (\$10 million)	LWI/City	City has received conditional letter of award for \$10N
Black Bayou Fullip Station improvements	ree pumps, nousing, and generator. (pro minion)	LVVI/City	Grant kickoff mtg scheduled for 3/19/24.

Project Classifications

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

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



ltem 19)

MARCH 5, 2024 WEST MONROE CITY COUNCIL MEETING ENGINEERING UPDATE L&A, INC. PROJECT NO. 24E038.00

Kiroli Walk Trail Improvements - City Project No. C22002

- Topo Survey field work complete, process office computations & drafting
- Continue to prepare plan sheets & specifications on the Walking Trails portion

Sunshine Heights Drainage Improvements – City Project No. C22024

- State has approved the L&A design contract
- Will begin the full topographic survey this week pending weather

Natchitoches Street Cross Drain Replacement – City Project No. C23007

• Reviewing final plans with City Engineer & addressing comments

North 3rd Street Improvements – City Project No. C23013

- Project is currently advertised for bids
- Bid opening is March 28

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

- Finalizing plans for sewer main pipebursting rehab project, anticipate soliciting three letter bids
- Coordinate with LDOTD for lane closures & traffic control required

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

- Finalizing plans for sewer main pipebursting rehab project, anticipate soliciting three letter bids
- We will consult with adjacent property owner for any access permissions that may be necessary

Wood Street Sidewalk Repairs

- Review the City's ADA transition plan
- Review site with City Engineer to establish project limits



Fire Incident Summary Report



Print Date/Time:	03/04/2024 07:46		From Date:	02/01/2024			West Monroe Fire			
Login ID:	csimmons		To Date:	02/29/2024				FDID Number:	37020	
Station:			Location:	All						
Incident Type(s):	All									
General Informati	ion									
Total Number of Cal	lls	Fire:	18	EMS:	141	Unknown:	0	All	262	
Average Calls per D	ay	Fire:	0.64	EMS:	5.04	All:	9.36			

Average Calls per Day	Fire:	0.64	EMS:	5.04	All:	9.36			
Total Number of Arson Calls	All:	6							
Estimated Dollar Loss	Fire:	\$222,104.00	Other:	\$0.00	All:	\$222,104.00	Arson:	\$902.00	
Estimated Value	Fire:	\$349,404.00	Other:	\$0.00	All:	\$349,404.00	Arson:	\$1,002.00	
Percentage Saved	Fire:	3,600.00%	Other:	0.00%	All:	3,600.00%	Arson:	1,000.00%	
Total Injuries	Fire Service:	0	Civilian Fire:	0	EMS:	0	Arson:	0	
Total Fatalities	Fire Service:	0	Civilian Fire:	0	Arson:	0			
Total Apparatus Responses	All:	683							
Average Responses per Day	All:	9.36							
Average Apparatus per Call	Fire:	3.17	EMS:	2.30	All:	2.61			
Average Turnout Time	All:	00:00:51							
Average Response Time	All:	00:04:39							
Average Contain Time	All:	00:07:15							
Average Total Time	All:	00:14:13							
Average Personnel per Call	Fire:	5.00	EMS:	3.51	All:	4.17			
Total Aid Given Calls	All:	1							
Total Aid Received Calls	All:	0							