



Notice of:

BOARD OF ALDERMEN REGULAR MEETING

Tuesday, July 02, 2024 at 6:00 PM

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

AGENDA

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

NOTICE/MINUTES

Call to order/Verification of Attendance

Motion to Approve Minutes

- [1\)](#) Motion to approve the minutes of the June 18, 2024 Regular Council Meeting.

Recognitions/Presentations

- 2) Proclamation to Plunk's Wrecker Service for their 75th Anniversary of servicing the City of West Monroe as well as the community members.

Mayor's Review

Community Announcements

ADMINISTRATION/FINANCE

- [3\)](#) **Ordinance** to approve a two-year extension of the existing Ambulance Services Agreement with Acadian Ambulance Service, Inc under the Ouachita Parish Uniform Ambulance Service Ordinance.
- [4\)](#) **Ordinance** to authorize the publication of Notice of Intention to establish the West Monroe Riverfront Economic Development District, and to set its boundaries; and to publish notice of intention to levy a sales tax within the District.

BUILDING AND DEVELOPMENT

- [5\)](#) **Ordinance** to annex property located at 118 N. Hilton Street (Parcel #101491), West Monroe. Bah Nathan Village, LTD, applicant. Received a **favorable** recommendation from the Planning Commission.
- [6\)](#) **Ordinance** to rezone property located at 4326 Cypress Street, West Monroe, from O-L (Open Land) District to B-3 (General Business) District. Assessor parcel #20737 & #20738. Billy Ransom Golson and Sara H. Golson, applicant. Received a **favorable** recommendation by the Planning Commission.
- [7\)](#) **Ordinance** to rezone property located at 801 Wilson Street, West Monroe, from B-1 (Transitional Business) District to B-3 (General Business) District. Assessor parcel #38379. Allied Southern Inc, applicant. Received a **favorable** recommendation by the Planning Commission.

LEGAL

PUBLIC WORKS

- [8\)](#) **Ordinance** to authorize City to enter into a Maintenance Agreement with the Louisiana Department of Transportation and Development, Office of Engineering - mowing and litter pickup (Max. reimbursement \$29,055.00).
- [9\)](#) **Ordinance** to authorize City to enter into a Maintenance Agreement with the Louisiana Department of Transportation and Development - traffic signal maintenance (28 signal lights at \$800.00 per signal/per year).

COMMUNITY SERVICES

PARKS AND RECREATION

POLICE/FIRE

WMFD

WMPD

ENGINEERING/CONSTRUCTION PROJECTS

- [10\)](#) Constitution Drive: Infrastructure Improvements to a Commercial Parkway Project (CIF)(DRA) - City Project #000311

Ordinance to authorize an application for a States' Community Infrastructure Fund (CIF) grant from the Delta Regional Authority for the project "Constitution Drive: Infrastructure Improvements to a Commercial Parkway Project" (updated estimated total project cost of \$1,148,645.63, with the requested grant amount being \$858,306.63 and a \$290,339.00 contribution by the City - 25% of the total project cost).

- [11\)](#) Natchitoches Street Cross Drain Replacement - City Project #C23007

Authorize Change Order No. 1 (+ \$3,741.00; 0 days) with Bentz Construction Group, LLC.

- [12\)](#) Natchitoches Street Cross Drain Replacement - City Project #C23007

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

- [13\)](#) Highland School Area Sidewalks - State Project #H.015216 - City Project #000134

Ordinance to authorize execution of an amendment to the contract with S.E. Huey Co. for Engineering Services.

- [14\)](#) Highland School Area Sidewalks - State Project #H.015216 - City Project #000134

ADD-ON: Ordinance to accept low bid from Amethyst Construction and authorize construction contract.

- [15\)](#) Highland School Area Sidewalks - State Project #H.015216 - City Project #000134

Ordinance to accept the low bid of \$486,550.50 from Amethyst Construction, Inc, and authorize notification of acceptance to LaDOTD; and to authorize execution of the construction contract in accordance with the plans, specifications, and other bid documents.

- [16\)](#) McMillan Road Sanitary Sewer Lift Station Improvements - City Project #CP0087

Review submitted bids and engineer's recommendations, and if project is awarded, approve **Ordinance** to accept that bid, and to authorize execution of a contract for project construction with that bidder.

--NO BIDS RECEIVED--

- [17\)](#) Phillips St Water Main Improvements - (CWEF FY2021-2022) - City Project #000201

Review submitted bids and engineer's recommendations, and if project is awarded, **Ordinance** to accept awarded bid, and to authorize execution of a contract for project construction with the low bidder (TAC Agency, Inc. - \$89,425.00).

[18\)](#) Project Updates

S.E. Huey Co.

Lazenby & Associates, Inc.

PUBLIC COMMENTS/OTHER BUSINESS

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, June 18, 2024 at 6:00 PM

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

MINUTES

NOTICE/MINUTES

Call to order/Verification of Attendance

PRESENT

Mayor Staci Mitchell
Polk Brian
Morgan Buxton
Thom Hamilton
Rodney Welch
Ben Westerburg

The meeting was opened with prayer by Alderman Morgan Buxton.

Motion to Approve Minutes

Motion to approve the minutes of the June 4, 2024 Regular Council Meeting.

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

Recognitions/Presentations

Mayor Albritton Mitchell presented a proclamation designating June as Alzheimer's and Brain Awareness Month.

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

ADMINISTRATION/FINANCE

Ordinance 5323: Ordinance to adopt a General Fund and Special Revenue Fund Budgets for the City of West Monroe for the fiscal year of July 1, 2024 to June 30, 2025. Introduced at the May 21, 2024 Regular Council Meeting.

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

Ordinance 5324: Ordinance to adopt a Utility Enterprise Fund Budget for the City of West Monroe Utility Fund for the fiscal year of July 1, 2024 to June 30, 2025. Introduced at the May 21, 2024 Regular Council meeting.

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

Ordinance 5336: Ordinance to amend the General Fund Budget, 86 Sales Tax Capital Budget, 2015 DFC Service Fund Budget, 2018 DFC Service Fund Budget, 2022 DFC Service Fund Budget, DEQ SRP Service Fund Budget, DEQ SRP Reserve Fund Budget, CDBG-ED WPS Service Fund Budget, Employee's Workers Comp Reserve Fund Budget, Hasley Cemetery Trust Fund Budget, Kiroli Foundation Fund Budget, Ouachita Outreach Fund Budget, Employee's Health Ins Fund Budget, Street Maintenance Fund Budget, West Ouachita Senior Center Fund Budget, Emergency Food & Shelter Program Fund Budget, Officer Witness Court Fee Fund Budget, Section 8 Housing Fund Budget, General Insurance Fund Budget, West Monroe OMV Fund Budget, Miscellaneous Grants Fund Budget, Americorps Grant Fund Budget, Keep West Monroe Beautiful Fund Budget, Metro Narcotics LCLE Grant Fund Budget, LCDBG Projects Fund Budget, Capital Campaign Fund Budget, 1986 Sales Tax Capital Improv Fund Budget, Economic Development District Fund Budget, ARPA Fund Budget, 2022 Debt Capital Fund Budget, Highland Park Development Fund Budget, WMSE Fund Budget for the year ending June 30, 2024.

Motion made by Brian, Seconded by Welch.

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

Ordinance 5337: Ordinance to amend the Utility Enterprise Fund Budget for the fiscal year ending June 30, 2024.

Motion made by Westerburg, Seconded by Buxton.

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

LEGAL

Ordinance 5326: Ordinance to sell surplus scoreboards to Good Hope Middle School. Introduced at the May 21, 2024 Regular Council meeting.

Motion made by Buxton, Seconded by Hamilton.

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

Ordinance 5338: Ordinance to amend the Code of Ordinances by enacting a new Article F - Provisions for Stormwater Management to Chapter 4 of Part 12, consisting of Sec. 12-4085 to Sec. 12-4094, which provide for Construction Waste and Debris, Nonstormwater Discharge, Post-construction Run Off, Pollution Prevention Plans, and Corrosion and Sediment Control.

Motion made by Hamilton, Seconded by Buxton.

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

Ordinance 5339: Ordinance to amend the Code of Ordinances by enacting a new Article F - Storm Drainage and Flood Control to Chapter 6 of Part 12, consisting of 12-6041 to Sec. 12-6162, which establish provisions governing the alteration of natural or existing storm drainage facilities, establish a standard and uniform basis for the design and construction of public storm drainage facilities and improvements, and provide for flood control in hazard areas.

Motion made by Westerburg, Seconded by Hamilton.

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

COMMUNITY SERVICES

Ordinance 5340: Ordinance to authorize the filing of application(s) with the LA DOTD for grants under the Federal Transit Act and/or other applicable programs (West Ouachita Senior Center/Public Transit grant(s) for transit services - operating and/or capital - 49 CFR 5311, Formula Grant for Rural Areas and/or the Discretionary Capital Program, 49 CFR 5339).

Motion made by Buxton, Seconded by Westerburg.

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

ENGINEERING/CONSTRUCTION PROJECTS

Mane Street Rehabilitation - Phase 1 - State Project #H.013394 - City Project #000133

Authorize Change Order No. 4 (- \$2,384.84; 0 days) with Diamond B. Construction Company, LLC

Motion made by Westerburg, Seconded by Hamilton.

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

Parkwood Drive Rehabilitation: Glenwood - LA 143 - State Project #H.013395 - City Project #000132

Authorize Change Order No. 4 (- \$2,947.02; 0 days) with D & J Construction Company, LLC.

Motion made by Buxton, Seconded by Westerburg.

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

Kiroli Park Trails - LWCF Grant - City Project #C24002

Ordinance 5341: Ordinance to authorize amendment of a Contract with TBA Studio Architecture APC for additional requested architectural services for the Kiroli Park racquet sports expansion.

Motion made by Brian, Seconded by Hamilton.

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

Kiroli Park Trails - LWCF Grant - City Project #C24002

Authorize Change Order No. 1 (+ \$1,289.15; 0 days) with Ryan Watson Construction.

Motion made by Westerburg, Seconded by Welch.

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

Project Updates


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

ADJOURN

Motion made by Buxton, Seconded by Brian.

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

ATTEST:


CINDY EMORY
CITY CLERK

APPROVED:


STACI ALBRITTON MITCHELL
MAYOR

CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

ORDINANCE TO APPROVE A TWO YEAR EXTENSION OF THE EXISTING AMBULANCE SERVICES AGREEMENT WITH ACADIAN AMBULANCE SERVICE, INC. UNDER THE OUACHITA PARISH UNIFORM AMBULANCE SERVICE ORDINANCE BETWEEN ACADIAN AMBULANCE SERVICE, INC. AND THE OUACHITA PARISH POLICE JURY, THE CITY OF MONROE, AND THE CITY OF WEST MONROE, AND TO AUTHORIZE EXECUTION OF THAT EXTENSION; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the Ouachita Parish Police Jury, the City of Monroe, and the City of West Monroe previously adopted an updated ordinance regulating ambulance service throughout Ouachita Parish, being the Ouachita Parish Uniform Ambulance Service Ordinance, effective January 1, 2019; and

WHEREAS, following a request for proposals and a thorough review of all applicants, Acadian Ambulance Service, Inc. was selected to provide exclusive ambulance service throughout Ouachita Parish, Louisiana, beginning January 1, 2019 and effective through December 31, 2024; and

WHEREAS, the Ouachita Parish Police Jury, the City of Monroe, and the City of West Monroe authorized execution of that Ambulance Services Agreement, which agreement confirmed the selection of Acadian Ambulance Services, Inc. as the exclusive ambulance service provider, effective January 1, 2019, and extended until December 31, 2024; and

WHEREAS, pursuant to the request of Acadian Ambulance Service, Inc. for an extension of the term of the Ambulance Service Contract, the Ambulance Service Advisory Board established under the Ambulance Service Agreement met a number of times to consider the request, and thereafter voted to recommend a two year extension of the Ambulance Service Contract, from January 1, 2025 until December 31, 2026, which recommendation was approved by the Ouachita Council of Governments at its meeting on June 24, 2024.

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 hereby approves the two year extension to the Ambulance Service Agreement with Acadian Ambulance Services, Inc., extending the term of the Ambulance Service Contract from January 1, 2025 until December 31, 2026, and that Staci Albritton Mitchell, as Mayor of the City of West Monroe,

Louisiana, be and she is hereby authorized to execute an extension of the Ambulance Services Agreement with Acadian Ambulance Service, Inc. on behalf of the City of West Monroe, joining with the Ouachita Parish Police Jury and the City of Monroe.

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 carry out the extension of the Ambulance Service Agreement as described.

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 2nd day of July, 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 2ND DAY OF
JULY, 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 AUTHORIZING THE PUBLICATION OF A NOTICE OF INTENTION TO CREATE THE WEST MONROE RIVERFRONT ECONOMIC DEVELOPMENT DISTRICT, STATE OF LOUISIANA, AND TO LEVY A SALES TAX THEREIN, UNDER THE AUTHORITY OF PART II, CHAPTER 27 OF TITLE 33 OF THE LOUISIANA REVISED STATUTES OF 1950, AS AMENDED; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31 *et seq.*) (the "Act"), authorizes municipalities and other local governmental subdivisions to create economic development districts to carry out the purposes of the Act, which economic development districts are political subdivisions of the State of Louisiana, and possess such power and authority and have such duties as provided by the Act and other constitutional and statutory authority; and

WHEREAS, the City of West Monroe, State of Louisiana (the "City"), acting through this Mayor and Board of Aldermen as its governing authority (the "Governing Authority"), desires to avail itself of the Act to create an economic development district to be called the "West Monroe Riverfront Economic Development District, State of Louisiana" (the "District"), in accordance with La. R.S. 33:9038.32; and

WHEREAS, La. R.S. 33:9038.39 permits economic development districts such as the District to levy sales taxes at a rate up to two percent (2%) for authorized purposes; and

WHEREAS, La. R.S. 33:9038.34(O) provides that this Governing Authority may create a special trust fund for the furtherance of economic development projects, as defined in the Act, into which certain new sales tax revenues and/or incremental increases in sales taxes shall be deposited and loaned, granted, donated, or pledged in furtherance of economic development projects as defined in the Act; and

WHEREAS, in accordance with the Act, particularly La. R.S. 33:9038.32 and La. R.S. 33:9038.39, the City now desires to give notice of its intention to hold a public hearing relative to (1) the proposed creation of the District and (2) the proposed levy of a one percent (1%) sales tax therein, which notice shall be published in the City's official journal two (2) times prior to the public hearing, the first publication to appear at least fourteen (14) days before the date of the public hearing; and

WHEREAS, a notice in substantially the form attached hereto as **Exhibit A** shall be published two (2) times in the *Citizen*, the official journal of the City.

NOW, THEREFORE,

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the City, that in accordance with the Act, and particularly La. R.S. 33:9038.32 and La. R.S. 33:9038.39, this Governing Authority does hereby give notice of its intention to create an economic development district to be called the "West Monroe Riverfront Economic Development District, State of Louisiana," and to levy therein a one percent (1%) sales tax pursuant to La. R.S. 33:9038.39 for the purpose of paying the costs of economic development projects as defined in La. R.S. 33:9038.34(M) and La. R.S. 33:9038.36;

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the City, that publication of the notice in substantially the form attached hereto as **Exhibit A** is hereby approved, and the City Clerk is authorized and directed to publish such notice two (2) times in the official journal of the City, the first publication to appear at least fourteen (14) days before the date of the public hearing;

SECTION 3. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the City, that at the date, time and place set forth in said notice, as published, the Governing Authority will meet in open and public session to hear any objections to the proposed creation of the District and the levy of the sales tax therein, and may consider the adoption of ordinances creating the District and levying the sales tax;

SECTION 4. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the City, that this Governing Authority finds and determines that a real necessity exists for the employment of special counsel on matters related to the creation of the District, and accordingly, Foley & Judell, L.L.P., of New Orleans, Louisiana, is hereby employed as special counsel for said purpose for a term not exceeding one (1) year from the date of this Ordinance. The fee to be paid said special counsel shall be an amount computed at hourly rates based on the Attorney General's then current Maximum Hourly Fee Schedule, not to exceed \$2,500 in the aggregate, together with reimbursement of out-of-pocket expenses, and the City Clerk is authorized to pay such invoices as and when presented. The scope of this legal representation does not involve federal claims;

SECTION 5. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, in regular and legal session convened, acting as the governing authority of the City, that the Mayor and the City Clerk are hereby authorized and empowered to do all acts, sign any and all instruments or documents, and do all things necessary and proper in order to carry out the purposes of this ordinance.

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 2nd day of July, 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 2ND DAY OF
JULY, 2024

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

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

EXHIBIT A**CITY OF WEST MONROE, STATE OF LOUISIANA****NOTICE OF INTENTION**

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

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

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

WEST MONROE RIVERFRONT ECONOMIC DEVELOPMENT DISTRICT, STATE OF LOUISIANA			
		Parcel	
PROPERTY OWNER NAME	ADDRESS / LOCATION	Number*	Business (for ease of identification only)
FLYING HEART BREWING, LLC	204 COMMERCE STREET	61237	Flying Heart Brewing & Pub
FLYING HEART BREWING, LLC	--- COMMERCE STREET	100468	Flying Heart Brewing & Pub
FLYING HEART BREWING, LLC	--- COMMERCE STREET	116800	Flying Heart Brewing & Pub
OUACHITA GROUP, LLC	200 COMMERCE STREET	39225	Currently Undeveloped
CITY OF WEST MONROE	101 WOOD STREET	38288	Dock And Access, Currently Unused Structure
CITY OF WEST MONROE	--- N. RIVERFRONT ST. 71291	38286	Currently Undeveloped
CITY OF WEST MONROE	118 N. RIVERFRONT ST. 71291	38289	Currently Undeveloped
FLATWATER, LLC	113 S. RIVERFRONT ST. 71291	37995	Trapp's
TO THE EXTENT NOT ALREADY ENCOMPASSED WITHIN THE ABOVE LISTED TRACTS, ALL OTHER PROPERTIES WITHIN THE AREA DESCRIBED AS FOLLOWS:			
a)	Bounded on the Northwest by the Northwesterly property line of Assessor Parcel #61237 (as further described above), and a northeasterly extension of that northwesterly property line;		
b)	Bounded on the Northeast by the centerline of the Ouachita River;		
c)	Bounded on the Southeast by the northwesterly boundary of the Endom Bridge; and		
d)	Bounded on the Southwest by the boundary described as follows:		
	(i) Begin at the southwesterly corner of Parcel #37995 (as further described above), and proceed northwesterly along the northeasterly right of way line of South Riverfront Street, continuing northwesterly along the northeasterly right of way line of North Riverfront Street to its intersection with the southeasterly property line of Parcel #80299 (address: 1 Natchitoches Street; current owner: River Place Condominium Homeowner's Assn, Inc.); and		
	(ii) Thence proceed northeasterly along the southeasterly property line of Parcel #80299, then along the northeasterly property line of Parcel #80299, then along the northwesterly property line of Parcel #80299 and a southwesterly extension of that property line to its intersection with the northeasterly right of way line of Commerce Street; and		
	(iii) Thence proceed northwesterly along the northeasterly right of way line of Commerce Street to a point on the northwesterly corner of Parcel #61237 (as further described above)		
* Parcel numbers are the Parcel ID#s assigned by the Ouachita Parish Assessor as of 7/1/2024			

STATE OF LOUISIANA

PARISH OF OUACHITA

I, the undersigned City Clerk of the City of West Monroe, State of Louisiana (the “City”), do hereby certify that the foregoing pages constitute a true and correct copy of an ordinance adopted by the Mayor and Board of Aldermen of the City of West Monroe, State of Louisiana, acting as governing authority of the City, on July 2, 2024, authorizing the publication of a Notice of Intention to create the West Monroe Riverfront Economic Development District, State of Louisiana, and to levy a sales tax therein, under the authority of Part II, Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended; and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature on this, the 2nd day of July, 2024.

City Clerk

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 118 NORTH HILTON STREET AND WHICH PROPERTY IS OWNED BY BAH NATHAN VILLAGE, LTD.**, 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 BAH Nathan Village, LTD. requesting that the property owned by the petitioner and located at 118 North Hilton Street, 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 "3"** and more particularly described in **Exhibit "4"**;
- b) A Resolution (see **Exhibit "2"**) authorizing and directing Jeremy Mears to execute documents on behalf of BAH Nathan Village, LTD. for the purpose of annexation of the property more particularly shown by vicinity map attached hereto as **Exhibit "3"** and more particularly described in **Exhibit "4"**

- c) A certificate of the Ouachita Parish Assessor is attached hereto as **Exhibit "5"** certifying that according to assessment for property taxes for 2023 for the property described in **Exhibit "4"** and depicted in **Exhibit "3"** 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;
- d) A certificate of the Ouachita Parish Registrar of Voters is attached hereto as **Exhibit "6"** certifying that according to the records of the Registrar of Voters there are no registered voters residing within the territory described in **Exhibit "4"**;
- e) 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 "7"**;
- f) Pursuant to notice as evidenced by **Exhibit "8"**, the West Monroe Planning Commission on the 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 "4"** be annexed into the corporate limits of the City of West Monroe, Louisiana; [at the request of petitioner, forwarding of this matter to the West Monroe City Council was deferred until present]
- g) Pursuant to notice required by law, as evidenced by **Exhibit "9"**, the West Monroe Board of Aldermen on the 2nd day of July, 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 "4"**.

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 "3"** and more particularly described in **Exhibit "4"** 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 2nd day of July, 2024, with the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 2ND DAY OF
JULY, 2024

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

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

PETITION FOR ANNEXATION

EXH 1 Item 5)

Assessor Parcel Number(s)	101491	
Street Address	118 N. Hilton Street	
Owner	BAH NATHAN VILLAGE, LTD. c/o Jeremy Mears 1000 Louisville Avenue Monroe, LA 71201	
Does owner live on the Property?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>
Names of registered voters living on the property	N/A	
Daytime phone number of persons signing petition	210-669-3081	

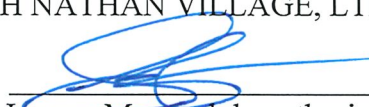
I, the undersigned **property owner** owning property in the area hereinafter described, have and do by the signing of this petition, request that all property owned by me and located within the area be annexed to the City of West Monroe, said area to be annexed being described as follows:

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

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.

As of the 25th day of January, 2024.

BAH NATHAN VILLAGE, LTD.

By: 
Jeremy Mears, duly authorized

RECEIVED

FEB 01 2024

(Ac)

RESOLUTION BY UNANIMOUS WRITTEN CONSENT
FOR BAH NATHAN VILLAGE, LTD

The undersigned, being all of the Managers and Members of BAH Nathan Village GP, LLC (which is hereinafter sometimes referred to as "General Partner"), a Louisiana Limited Liability Company and the general partner of BAH Nathan Village, LTD. (which is hereinafter sometimes referred to as "Property Owner"), the undersigned also being the custodians of the minute book and other records of the General Partner and all its constituent members, and of the minute book and other records of the Property Owner, do hereby approve, accept and adopt the following resolutions by unanimous written consent effective as of January 25, 2024:

WHEREAS, after thorough consideration of all factors, it has been determined that it is in the best overall financial interest of the Property Owner that the real property owned by it and now being developed be annexed into the corporate limits of the City of West Monroe, Louisiana,

ACCORDINGLY, BE IT RESOLVED that **Jeremy Mears** is hereby authorized and directed to execute all documents and to take all actions which are necessary or desirable for and on behalf of BAH Nathan Village, LTD. (the "Property Owner") for the purpose of annexation of the real property owned by the Property Owner and more particularly described below (hereinafter sometimes the "Property") into the corporate limits of the City of West Monroe, including but not limited to being authorized and directed to execute and submit a petition for annexation on behalf of the Property Owner, together with any and all other documents which may be needed by any State, Parish, or City office in order to effectuate the annexation of the Property as herein authorized and described.

The Property is that real property assessed to BAH Nathan Village, Ltd., having an assessed physical address of 118 N. Hilton Street, identified by Ouachita Parish Assessor Parcel ID No. 101491, and being more particularly described as:


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

The Property Owner and all members thereof shall be bound by all instruments, documents, agreements, and other writings executed by Jeremy Means, as the individual authorized herein to act for and on behalf of the Property Owner for the purposes set out above.

The undersigned hereby further specifically agree and acknowledge that all transactions by the authorized individual in the Property Owner's name related to said annexation prior to the execution and filing of this Resolution are hereby approved, confirmed, and ratified to the same extent as if this document of authority were executed and filed prior to such action.

As of the 25th day of January, 2024.

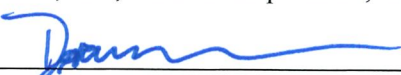

 Doak D. Brown, Manager


 Jeremy Mears, Manager

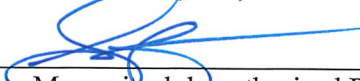

 Wil C. Brown, Manager

Brownstone Affordable Housing, Ltd., a Texas limited partnership, Member

By: Three B Ventures, Inc., a Texas corporation, its General Partner

By: 
 Doak D. Brown, its duly authorized President

Mears Development & Construction, Inc., a Louisiana corporation, Member

By: 
 Jeremy Mears, its duly authorized President

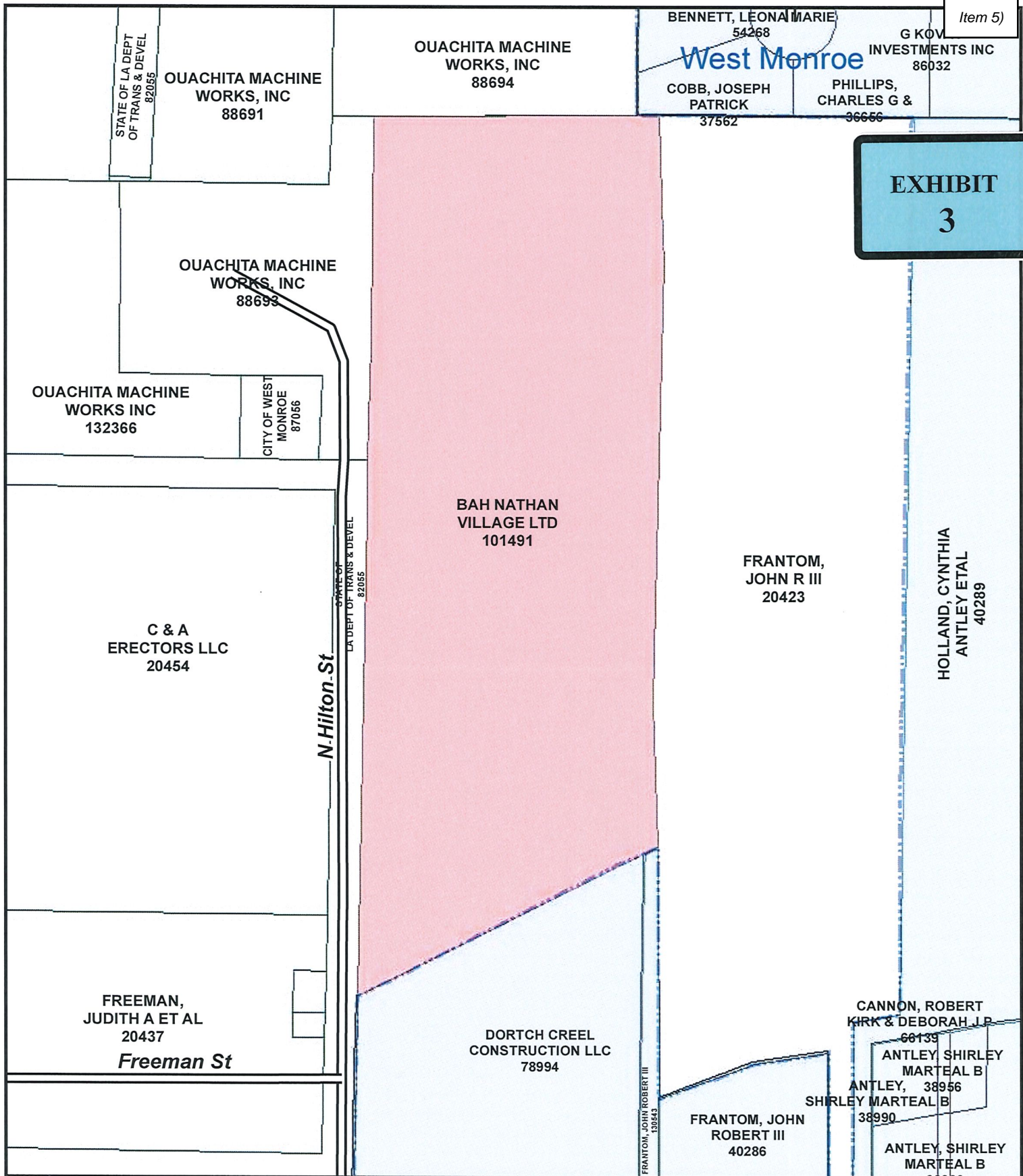


EXHIBIT
3

Description of Property to be Annexed

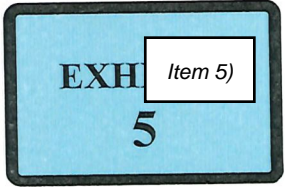
**BAH Nathan Village LTD.
118 North Hilton Street**

From the Southwest corner of the Southeast Quarter of the Northwest Quarter of Section 28-Township 18 North-Range 3 East, run N00°16'20"E along quarter section line for 641.90 feet to the Point of Beginning; thence from Point of Beginning continue N00°16'20"E for a distance of 683.77 feet to the Southwest corner of the Northeast Quarter of Northwest Quarter of Section 28-Township 18 North-Range 3 East; thence continue N00°16'20"E along quarter section line for a distance of 407.23 feet; thence run N89°12'26"E along the South line of Ouachita Machine Works tract and extension thereof to the Southwest corner of Frantom tract; thence run S00°24'10"E along the West line of Frantom tract for a distance of 880.69 feet; thence run S63°19'32"W along North line of Frantom tract and extension thereof for a distance of 454.56 feet to the Point of Beginning, containing 9.065 acres more or less.



STEPHANIE SMITH, AAS, CLA
Assessor

**CERTIFICATE OF THE
OUACHITA PARISH ASSESSOR ACCORDING TO
LOUISIANA R.S.33:172 (ANNEXATIONS)**



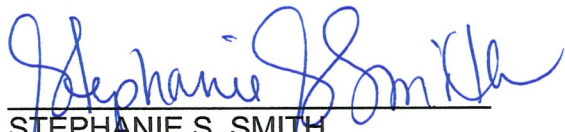
The Assessor declares that she has examined the proposed annexation request for property referenced in the attached petition and does hereby certify that the petition represents one hundred percent (100%) of the non-resident property owners in the proposed area and those assenting own at least 25% in 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 – 101491
 - Owner: BAH Nathan Village Ltd. - c/o Jeremy Mears
 - Assessor's Physical Address: 118 N. Hilton Street
 - SEE EXHIBIT A for Legal Description
 - Total Assessed Value: \$10,492

The proposed parcel is residential improved. There are 0 (zero) resident property owners signing homestead exemption as of the current date in the area proposed for annexation.

Signed February 14th 2024



STEPHANIE S. SMITH
Ouachita Parish Assessor

OUACHITA PARISH ASSESSOR'S OFFICE
ANNEXATION CERTIFICATE – 02/14th/2024
EXHIBIT A FOR PARCEL 101491

Parcel 101491:

9.065 ACS M/L IN THE E2 OF THE NW4 SEC 28T18N R3E, FROM THE SW COR OF THE SE4 OF NW4 OF SAID SEC 28, N00-16-20E 641.90 TO POB, N00-16-20E 683.77, N00-16-20E 407.23, N89-12-26 ALG THE SIL OF OUACHITA MACHINEWORKS, INC TRACT & EXT THEREOF, S00-24-1 0E880.69, S63-19-32W 454.56 TO POB

Legal Description:

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



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

EXHIBIT

6

Item 5)

Telephone (318) 327-1436
Fax (318) 327-1337

CERTIFICATE

I, Isabelle W. Butler, Registrar of Voters for Ouachita Parish, Louisiana, do hereby certify that according to the records of the Registrar of Voters for Ouachita Parish, Louisiana, there are no registered voters residing at 118 N. Hilton Street, West Monroe, Louisiana 71291, proposed for the annexation into the city of West Monroe, Louisiana.

MONROE, LOUISIANA, THIS 29TH, DAY OF JANUARY 2024.

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

Planning Commission - Item 5)

The Ouachita CITIZEN

www.ouachitacitizen.com


EXHIBIT
7

4423 Cypress Street, West Monroe, LA 71291 • Phone (318) 396-0602 • Fax (318) 396-0900

AFFIDAVIT Proof of Publication

I certify that the attached notice was published in
The Ouachita Citizen, a weekly newspaper and the official
legal journal of Ouachita Parish and Morehouse Parish,
Louisiana, in the issue/s of:

Feb 1, 8, 15, 2024

Signed by: 

Sworn and subscribed before me, this 15 day of
February, 2024


Notary Public #33912
Devin Todd Jones

PUBLIC NOTICES — Ouachita Parish

(Continued from Page 8B)

of the base bid and all additive alternates, and must be in the form of a certified check, cashier's check or bid bond written by a company licensed to do business in Louisiana, countersigned by a person who is under contract with the surety company or bond issuer as a licensed agent in this State and who is residing in this state. No Bid Bond indicating an obligation of less than five percent (5%) by any method is acceptable. Contractors have the option of submitting bids electronically at www.centralauctionhouse.com or www.centralbidding.com in lieu of sealed bids.

Bids shall be accepted from Contractors who are licensed under LA R.S. 37:2150-2192 for the classification of Building Construction. Bidder is required to comply with provisions and requirements of LA R.S. 38:2212(B)(3). No bid may be withdrawn except under the provisions of LA R.S. 38:2214.

The successful Bidder will be required to furnish a performance and payment bond written by a company licensed to do business in Louisiana, and shall be countersigned by a person who is contracted with the surety company or bond issuer as agent of the company or issuer, and who is licensed as an insurance agent in this State, and who is residing in this State, in an amount equal to the 100% of the contract amount.

A Mandatory pre-bid conference will be held February 15, 2024 at 10:00 AM at the main entrance to LENWIL ELEMENTARY SCHOOL campus. Bids shall be accepted only from Contractors who attend the Pre-bid Conference in its entirety.

The Owner reserves the right to reject any and all bids for just cause. In accordance with La. R.S. 38:2212(B)(1), the provisions and requirements of this Section; and those stated in the bidding documents shall not be waived by any entity.

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS SHALL NOTIFY ARCHITECT OF THE TYPE(S) OF ACCOMMODATION REQUIRED NOT LESS THAN SEVEN (7) DAYS BEFORE THE BID OPENING.

ATTEST:

Todd Guice, Secretary

OUACHITA PARISH SCHOOL BOARD

Tommy Comeaux, President

Publications Dates:

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 statute.

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 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

NOTICE OF PENDING FORFEITURE

On September 12, 2023, in Ouachita Parish, Metro Narcotics Unit seized for forfeiture a total of \$1,120 U.S. Currency from Charles L. Logwood pursuant to LSA-RS.40:2601 et seq.

The property was seized with respect to the alleged violation of Section 2603 and 2604 of the Seizure and Controlled Dangerous Substances Property Act of 1989 and will be forfeited pursuant to that Act.

If any person desires to contest the forfeiture of this property, they must mail a claim to the seizing agency and the District Attorney's Office, P.O. Box 1652, Monroe, LA, 71210 stating your interest in the property. The claim must be mailed, certified mail, return receipt requested, within thirty (30) days from the date this notice appears in the Ouachita Citizen. The Court may grant an extension for good cause shown if a motion requesting an extension is filed within sixty (60) days of this publication. The seizing agency in this matter is the Metro Narcotics Unit, 500 Natchitoches St., West Monroe, LA, 71291.

Under LSA.40:2610, the claim shall be in affidavit form, signed by the claimant under oath, before one who has authority to administer the oath, under penalty of perjury or false swearing. It shall set forth the caption of the forfeiture proceedings, the address where the claimant will accept mail, the nature and extent of claimant's interest in the property, the date and identity of the transferor/seller, and the circumstances of the claimant's acquisitions, the specific provisions of this law asserting that the property is not subject to forfeiture, all essential facts supporting the assertion and the specific relief sought.

The failure to timely mail a claim to the seizing agency and the District Attorney's Office will result in forfeiture of the property to the State of Louisiana without further notice or hearing.

STATE OF LOUISIANA

G. SCOTT MOORE

ASST. DISTRICT ATTORNEY

2/1

NOTICE OF PENDING FORFEITURE

On October 4, 2023, in Ouachita Parish, Metro Narcotics Unit seized for forfeiture a total of \$1,630 U.S. Currency from Darrel M. Harris pursuant to LSA-RS.40:2601 et seq.

The property was seized with respect to the alleged violation of Section 2603 and 2604 of the Seizure and Controlled Dangerous Substances Property Act of 1989 and will be forfeited pursuant to that Act.

If any person desires to contest the forfeiture of this property, they must mail a claim to the seizing agency and the District Attorney's Office, P.O. Box 1652, Monroe, LA, 71210 stating your interest in the property. The claim must be mailed, certified mail, return receipt requested, within thirty (30) days from the date this notice appears in the Ouachita Citizen. The Court may grant an extension for good cause shown if a motion

for the forfeiture proceedings, the address where the claimant will accept mail, the nature and extent of claimant's interest in the property, the date and identity of the transferor/seller, and the circumstances of the claimant's acquisitions, the specific provisions of this law asserting that the property is not subject to forfeiture, all essential facts supporting the assertion and the specific relief sought.

The failure to timely mail a claim to the seizing agency and the District Attorney's Office will result in forfeiture of the property to the State of Louisiana without further notice or hearing.

STATE OF LOUISIANA

G. SCOTT MOORE

ASST. DISTRICT ATTORNEY

2/1

ADVERTISEMENT FOR BIDS

Monroe Housing Authority will receive sealed bids for the VARIOUS LAWN CONTRACTS. Bids will be accepted until 2:00 PM, Tuesday, February 20, 2024, at the office of the Monroe Housing Authority in the Boardroom, located at 300 Harrison Street, Monroe, Louisiana 71201. Bids will be opened and read aloud at that time.

ANY PERSON REQUIRING SPECIAL ACCOMMODATION SHALL NOTIFY MONROE HOUSING AUTHORITY OF THE TYPE(S) OF ACCOMMODATION REQUIRED NOT LESS THAN SEVEN (7) DAYS BEFORE THE BID OPENING.

Complete bidding documents for this project are available in electronic form to bonafide prime bidders. They may be obtained without charge and without deposit from Monroe Housing Authority: e-mail request to jeukinsk@monroeha.com. Printed copies are not available, but arrangements can be made to obtain them through most reprographic firms.

No bid may be withdrawn for a period of sixty (60) days after receipt of bids. Monroe Housing Authority reserves the right to reject any or all bids for just cause per State Public Bid Law or to waive any informality in the bidding.

Date: January 19, 2024

Monroe Housing Authority

By: William V. Smart, Executive Director

1/25, 2/1, 2/8

NOTICE

THE HOUSING AUTHORITY OF THE CITY OF MONROE, LOUISIANA, 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.

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/TTY 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 Betty 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 Golsen and Sara H. Golsen for property located at 4326 Cypress Street (Parcel #5 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

ADVERTISEMENT FOR BIDS

Dixie Youth Baseball of West Monroe, Inc.

c/o Volkert, Inc.

114 Venable Lane

Monroe, LA 71203

Separate sealed BIDS for the Improvements to Biedenharn Sports Complex, will be received by the Owner, Dixie Youth Baseball of West Monroe, Inc., c/o, Volkert, Inc. located at 114 Venable Lane, Monroe, LA 71203, until 10:00 AM (local time), on February 20, 2024, and then at said office publicly opened and read aloud.

The CONTRACT DOCUMENTS, consisting of Advertisement for Bids, Information for Bidders, BID, BID BOND, AGREEMENT, GENERAL CONDITIONS, Payment Bond, Performance Bond, DRAWINGS, SPECIFICATIONS, and ADDENDA, may be examined at the following location:

Volkert Inc.

114 Venable Lane

Monroe, Louisiana 71203

Copies of the CONTRACT DOCUMENTS must be obtained at the of-

tion process under La RS 38:2217.

The RFP and bid information and specifications are available by registering at <https://lamats.cautionsecurities.com> and

downloading same. The RFP/Bid Electronic Administrator is Paul Holmes, LACPC Contracts Administrator, 6767 Perkins Rd., Baton Rouge, LA 70808, (225) 678-6107 (Bus. Cell), lapc@lamats.net.

This RFP is not a "lowest price wins" bid. The supplier will be a responsible contractor/distributor judged the most capable of delivering a Crack Sealing Machine as specified, premanufactured in a quality, workmanship manner, within the most reasonable timeframe as defined in the RFP Documents.

Proposals are to be submitted in the format required, including any pricing and specification forms included, along with any other documentation that must be signed. Proposers must register at <https://lamats.cautionsecurities.com> (an

EASIBUY Bid Platform) to access the full RFP specifications and to submit proposals electronically.

2/1, 2/8

BOARD OF COMMISSIONERS**HOSPITAL SERVICE DISTRICT NO. 1****PARISH OF OUACHITA, STATE OF LOUISIANA****DECEMBER 14, 2023****CALL TO ORDER**

A regular meeting of the Board of Commissioners, Hospital Service District No. 1 of the Parish of Ouachita, State of Louisiana was called to order on December 14, 2023 at 4:15 p.m. at the Warehouse No. 1 Restaurant, 1 Olive Street, Monroe, Louisiana, by Mike Mulhearn, Chairman of the Board of Commissioners. All references to the "District" refer to the Hospital Service District No. 1 of the Parish of Ouachita, State of Louisiana. All references to the "Foundation" refer to the Living Well Foundation.

INVOCATION

Mr. Guillot gave the invocation.

ROLL CALL**PRESENT:**

Mike Mulhearn, Chairman, Pat Spencer, Vice-Chairman; Jeri Beth Watson, Secretary/Treasurer; Wade Bishop; and Rick Guillot

ABSENT:

None

OTHERS PRESENT:

Missy Oubre, Director of the Wellness Center; Sarah Griffin, Wellness Center Accounting; and Pat Thompson, Recording Secretary.

REMARKS FROM THE CHAIRMAN OF THE DISTRICT

Mr. Mulhearn had no remarks at this time.

OPPORTUNITY FOR PUBLIC COMMENT

There were no comments at this time.

APPROVAL OF MINUTES OF DISTRICT BOARD MEETING OF NOVEMBER 15, 2023

After review of the minutes of the District's November 15, 2023 Board meeting, a motion was made by Mr. Guillot and seconded by Mr. Spencer to adopt the minutes as presented and the motion was unanimously approved.

EXECUTIVE SESSION FOR PURPOSES OF STRATEGIC PLANNING, INCLUDING WITH RESPECT TO THE FUTURE OF THE WELLNESS CENTER AND RELATIONS WITH GRMC AND THE LIVING WELL FOUNDATION

A motion was made by Mr. Bishop, seconded by Mrs. Watson, and unanimously approved by the Board of Commissioners to go into executive session for the purposes of strategic planning, including reviewing the Wellness Center monthly financial statements, along with a budget to actual comparison for the general fund showing no deficit spending, and the reconciled bank statement was reviewed, signed, and dated.

Missy Oubre, Director, and Sarah Griffin, Accounting, were in attendance to discuss Wellness Center operations.

Mr. Bishop proposed, Mr. Spencer seconded, and the Commissioners present approved the motion to go back into public session.

REVIEW OF CURRENT FINANCIALS OF DISTRICT (OTHER THAN THE WELLNESS CENTER)

Sarah Griffin and Mr. Mulhearn presented the monthly financials of the District (other than the Wellness Center) ending November 30, 2023. ADOPTION OF THE DISTRICT'S PROPOSED 2024 BUDGET

The following resolution was offered by Mr. Bishop, seconded by Mrs. Watson, and unanimously approved by the Board of Commissioners:

RESOLVED, that the proposed budget for the Hospital Service District No. 1 of the Parish of Ouachita, State of Louisiana (the "District") for its 2024 fiscal year, beginning January 1, 2024 (the "2024 Budget"), as previously presented by the Chairman to the District and revised at this meeting, is hereby adopted.

RESOLVED, that the amounts set forth in the Appropriations sections and the Capital Expenditures section of the 2024 Budget are appropriated for the respective purposes for which they are set forth.

RESOLVED, that amounts are available for expenditure only to the extent included in the 2024 Budget.

RESOLVED, that the Chairman of the District may authorize transfers of any amounts between line items of expenditures within the General Government function, between line items of expenditures within the Wellness Center Operations function, or between line items of expenditures within the Capital Expenditures function.

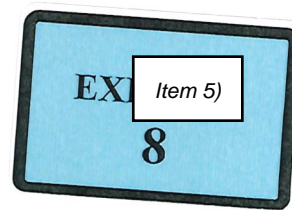
RESOLVED, that the Executive Director of the Wellness Center may authorize transfers of any amounts between line items of expenditures within the Wellness Center Operations function.

RESOLVED, that the Chairman of the District is authorized to cause the District to incur liabilities and make expenditures budgeted in the General Government function, in the Wellness Center Operations function, or in the Capital Expenditures function for those respective purposes, provided, however, that the Chairman shall not cause to be made any individual expenditures in excess of \$100,000 without further approval of the Board of Commissioners.

RESOLVED, that the Executive Director of the Wellness Center is authorized to cause the District to incur liabilities and make expenditures budgeted in the Wellness Center Operations function for that purpose; provided, however, that the Executive Director shall not cause to be made any individual expenditures in excess of \$25,000 without further approval of the Board of Commissioners.

AMENDMENT OF THE DISTRICT'S 2023 BUDGET

Mr. Guillot moved to consider the following resolution:



Planning Commission

TO: Mayor Staci Albritton Mitchell
Alderman Morgan Buxton
Alderman James Polk Brian
Alderman Ben Westerborg
Alderman Thomas Hamilton
Alderman Rodney Welch
Doug Caldwell, City Attorney
Cindy Emory, City Clerk
Courtney Hornsby, Chief of Staff
City Engineer

FROM: Jonathan Kaufman, Building & Development Director
318-397-6720 or 318-397-6722

DATE: Enclosed please find the packet from the June 17, 2024
Planning Commission meeting, for your review:

Three Cases for Review to be heard by City Council on 8-2-2024:

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. Upon annexation, the property will come into the West Monroe City Limits as Open Land. Jonathan stated that the application for Zoning to R-2 (Multi Family Residential) District will be on the March 2024 Planning Commission Agenda. The construction for the 80 unit apartment complex is being completed under a permit issued by the Ouachita Parish Permit Office. The construction will likely be completed by Mid March 2024. The Ouachita Parish Permit Office is performing all inspections during the construction and will issue a Certificate of Completion and Certificate of Occupancy upon the completion of the project. The Commission discussed the application. Brian Bendily made a motion to send this application for ANNEXATION to the City Council with a FAVORABLE Recommendation. Tom Malmay seconded. Those in favor were: Brian Bendily, Tom Malmay, Melody Olson and Judy Poole. Mike Bishop voted against. By a vote of 4 to 1, this application is being sent to the March 5, 2024, City Council Meeting, with a **FAVORABLE** Recommendation.

ZC-24-45000008 by Billy Ransom Golson and Sara H. Golson for property located at 4326 Cypress Street (Parcel 20737 & 20738). Requesting Zone Change from O-L (Open Land) District to B-3 (General Business) District per West Monroe Code of Ordinances Section 12-5016. This property was annexed into the West Monroe City Limits per Ordinance #5320 approved by the West Monroe City Council on 5-7-2024. The Zoning to B-3 (General Business) will be in line with its current use of Propane Combustible Sales. There was no one in the audience to speak for or against the application. AJ Word made a motion to **send this application to the City Council with a FAVORABLE Recommendation.** Judy Poole seconded. All in Favor. The case will be sent to the West Monroe City Council for final decision on July 2, 2024.

ZC-24-45000009 by Allied Southern Inc for property located at 801 Wilson Street (Parcel 38379). Requesting Zone Change from B-1 (Transitional Business) District to B-3 (General Business) District per West Monroe Code of Ordinances Section 12-5016. Mr. John Carter, President of Allied Southern Inc spoke on behalf of the application. He explained that after multiple visits with Jonathan Kaufman, Zoning Director, it was determined that his plans for warehouse use for the property (which is a total of three lots) would require this Zoning Change to B-3. This property is adjacent to a B-3 District. It was discussed that this property is located within a flood zone. Jonathan Kaufman, Zoning Director, explained that a 6-foot privacy fence will be required between the Residential and Commercial Zoning; however, the natural tree buffer in place may fulfill that requirement. There was no one in the audience to speak against the application. Tom Malmay made a motion to **send this application to the City Council with a FAVORABLE Recommendation.** Judy Poole seconded. All in Favor. The case will be sent to the West Monroe City Council for final decision on July 2, 2024.

The Ouachita CITIZEN

www.ouachitacitizen.com

4423 Cypress Street, West Monroe, LA 71291 • Phone (318) 396-0602 • Fax (318) 396-0900

AFFIDAVIT Proof of Publication

I certify that the attached notice was published in
The Ouachita Citizen, a weekly newspaper and the official
legal journal of Ouachita Parish and Morehouse Parish,
Louisiana, in the issue/s of:

June 20, 2024

Signed by:

Lawrence

Sworn and subscribed before me, this 20 day of

June, 2024
[Signature]

Notary Public #33912
Devin Todd Jones

PUBLIC NOTICES — Ouachita

(Continued from Page 11B)

Ouachita Parish students making the prestigious list of National Merit Scholars. The next congratulations go to Kristen Gix, who was recognized as a 2024 Louisiana Exemplary Educator by the Department of Education.

Finally yet importantly, we honored a staunch supporter of the Ouachita Parish School Board, Ms. Viola Duncan, for diligently attending every board meeting for over 40 years.

Chief Darrius Stewart presented the second item of business with his announcement of the North Louisiana Teen Summit that he will be hosting at the Monroe Civic Center on June 15, 2024 for students 13 to 19 years old.

Board Member Greg Manley presented the third item of business, Discussion of and potential contractual action against Don M. Barron Contractor, Inc. relating to the delayed progress of Sterlington Middle School Project. Rice Gregory of Rice Gregory & Associates explained the delayed progress by giving a Time Line Summary of the project as well as the Terms of the Contract, recommending the Board place the contractor in default. Bill Brasher, who represented the contractor, said the slow progress was due to issues with the steel erector on the project. After much discussion, Greg Manley made the motion to move that the Ouachita Parish School Board declare the general contractor, Don M. Barron, Inc., to be in default of the contract concerning the Sterlington Middle School construction project, and to authorize the Superintendent to issue any required notices related thereto. Dabo Graves seconded the motion and it carried unanimously.

The fourth item of business, Consider approval of Statement of Voluntary Participation - RE: East Town & Country Drainage Improvement Project, was introduced by Elmer Noah and presented by Joshua Hays from Lazenby & Associates. Mr. Hays explained this project is being funded by FEMA and the Office of Homeland Security and Emergency and requires a signed Voluntary Participation Agreement and permission for Right of Way to proceed. After discussion, Greg Manley made a motion to sign the Agreement and give them the Right of Way, seconded by Dabo Graves. Motion passed without opposition.

The fifth item of business, Consideration and selection of Engineer for Baseball and Softball turf fields at WOHS, was introduced with Mike Batey making a motion to select Simpson Sports as Engineer, seconded Jerry Hicks. Motion passed unanimously.

Mike Batey presented the sixth item of business, Consideration and selection of architect for Good Hope Middle additions and improvements making a motion to select TBA Studios as architect for the project, seconded by Harold McCoy. Shere May abstained stating "I am recusing myself out of an abundance of precautions as I have a family member employed by a related company." She also added, "With that being said, we have used TBA for many years. The quality of their work is beyond question." The motion passed unanimously with the remainder of the board voting yes.

Carrie Ferguson and Jennifer Nichols presented the seventh item of business, Policy GAMB, Employee Dress Code and Policy JCDB, Student Dress Code, and KFA, Public Conduct on School Property, for approval. Harold McCoy made a motion to approve these three policies, seconded by Jerry Hicks. Motion carried without opposition.

Jason Thompson presented items #8, Consideration and approval to change the title of Assistive Technology Facilitator to Assistive Technology Coordinator and the job description requirements. Harold McCoy made the motion to approve this change, seconded by Mike Batey. Motion carried unanimously.

Item #9, Consideration and approval to add "Professionalism/Performance/Competency" section to all previously approved job descriptions for all certified employees was presented by Jason Thompson. Jerry Hicks made the motion to approve the change, seconded by Harold McCoy. Motion passed without opposition.

Regina Mekus presented Item #10, Financial Report for period ending March 31, 2024. The report includes 3 years of data for comparison. She stated we are in the 9th month of the year with a current general fund balance of \$45,600,000, which is 113% of last year, and District I M & O is at 97% from last year. Ms. Mekus informed the board we will begin spending down the fund balance from where it grew during the pandemic and there will be a budget revision in June.

Jared Peters presented Item # 11, Consider approval of change order to Bid #30-23 Security Access Points-Highland Elementary Canopy. Jerry Hicks made a motion to approve the change order, seconded by Mike Batey. Motion carried unanimously.

go by and see the artwork.

In the Superintendent's Report, Mr. Guice thanked Jason Thompson and his staff in Personnel for an outstanding Job Fair with over 300 attendees. He also gave the Board an update on classroom camera installations and the School Bus ac installations.

There being no further business, Jerry Hicks made a motion to adjourn, seconded by Dabo Graves. Motion carried and adjourned at 1:09 p.m.

OUACHITA PARISH SCHOOL BOARD

Tommy Comeaux, President

ATTEST:

Todd Guice, Secretary

/sl

The Ouachita Parish School Board met in special session on Tuesday, May 21, 2024, at two (2:00) o'clock p.m. at its regular meeting place, the Ouachita Parish School Board office.

Note: There were no comment cards completed for any agenda business item addressed in this meeting. Additionally, there were no remote requests for any agenda business item addressed in this meeting.

Presence of the following members was verified through roll call: Tommy Comeaux, Shere May, Mike Batey, Jerry R. Hicks, Harold McCoy, Dabo Graves, and Greg Manley.

President Comeaux called the meeting to order as he welcomed visitors and guests, followed by the Pledge of Allegiance led by Shere May, and the Invocation offered by Greg Manley.

Shere May made the motion to approve the Agenda, seconded by Jerry Hicks. Motion carried by all members.

Jared Peters introduced the only item of business under VII. Evaluation of Bids #1 for Drew, Kirohi, Robinson Parking Lot. Mike Batey made a motion to approve the Bid as written and accept the amount of \$718,226 from Amethyst Construction. Shere May seconded the motion and it passed unanimously.

Jared Peters added that a deduct change order would be made post board meeting to remove Robinson Elementary from the bid. He also updated the board on bid #45-24, Woodlawn Elementary and Middle Parking Lots with the lowest responsive bidder being Amethyst Construction for \$839,597.50, and bid # 47-24, Lakeshore Elementary Parking Lot with the lowest responsive bidder being BGW Construction at \$429,403.62.

There being no further business, Jerry Hicks made a motion to adjourn the meeting at 2:04, seconded by Greg Manley. Motion passed without opposition.

OUACHITA PARISH SCHOOL BOARD

Tommy Comeaux, President

ATTEST:

Todd Guice, Secretary

/sl

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-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, July 2, 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 July 2, 2024. Requests for accommodations should be made to West Monroe City Clerk, Cindy Emory, West Monroe, Louisiana (318-396-2600).

Run Date: 6-20-2024

STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AMEND AND RE-ENACT THE ZONING ORDINANCE OF THE CITY OF WEST MONROE, LOUISIANA, PARTICULARLY THE ZONING MAP ANNEXED TO AND MADE A PART OF ORDINANCE NO. 1501, AS THAT ZONING MAP, AS CODIFIED BY SECTION 12-5011(C) OF THE CODE OF ORDINANCES, CITY OF WEST MONROE, LOUISIANA, HAS BEEN FROM TIME TO TIME AMENDED, AND PARTICULARLY TO AMEND THAT ZONING MAP AS IT PERTAINS TO 4326 CYPRESS STREET, WEST MONROE, LOUISIANA, AS MORE PARTICULARLY DESCRIBED ON THE ATTACHED EXHIBIT “A”, PURSUANT TO THE APPLICATION OF BILLY RANSOM GOLSON AND SARAH H. GOLSON, SO AS TO RE-ZONE SAID PROPERTIES FROM AN O-L (OPEN LAND) DISTRICT TO A B-3 (GENERAL BUSINESS) DISTRICT; TO AUTHORIZE AND DIRECT THE CITY ENGINEER OF THE CITY OF WEST MONROE, LOUISIANA, OR OTHER PERSON ACTING IN LIEU THEREOF AT THE DESIGNATION OF THE MAYOR, TO DO AND PERFORM ANY AND ALL THINGS NECESSARY TO CARRY OUT THE FOREGOING AND PARTICULARLY TO NOTE THE AMENDMENTS ON THE ZONING MAP OF THE CITY OF WEST MONROE AS HEREIN ENACTED; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

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

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

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

NOW, THEREFORE,

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Zoning Ordinance No. 1501, as amended, and as codified in Sections 12-5001 et seq. of the Code of Ordinances, City of West Monroe, Louisiana, particularly the Zoning Map of the City of West Monroe, Louisiana, as that Zoning Map, as codified by Section 12-5011(C) of the Code of Ordinances, City of West Monroe, Louisiana, has been from time to time amended, be further amended and re-enacted to re-zone the parcel or tract located at 4326 Cypress Street, West Monroe, Louisiana, as more particularly

described on the attached Exhibit "A", from an O-L (Open Land) District to a B-3 (General Business) District, pursuant to the application of Billy Ransom Golson and Sara H. Golson.

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

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

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, passed and adopted this 2nd day of July, 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 2ND DAY OF
JULY, 2024

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

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

EXHIBIT "A"

MUNICIPAL ADDRESS: 4326 CYPRESS STREET
WEST MONROE, LOUISIANA

Two abutting parcels identified as Ouachita Parish Assessor Parcel ID No. 27037 and Parcel ID No. 27038, both having a physical address of 4326 Cypress Street; being Ouachita Parish Assessor Parcel ID No. 27037, further described as commencing from the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 28-T18N-R3E, run S89°45'W for 250 feet to the Point of Beginning; thence continue S89°45'W for 239.8 feet; thence run South 275.85 feet to the North r/w line of U.S. Hwy 80 (80' wide r/w); thence run N56°18'E along said r/w for 285.9 feet; thence run North for 124.1 feet to Point of Beginning, containing 1.05 acres more or less; AND property identified as Ouachita Parish Assessor Parcel ID No. 27038, further described as commencing from the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 28-T18N-R3E, run S89°45'W for 489.8 feet the Point of Beginning; thence continue S89°45'W for 63.5 feet; thence run S1°25'W for 321.5 feet to the North r/w line of U.S. Hwy 80; thence run N56°18'E along said r/w for 86.7 feet; thence run North for 275.85 feet to the Point of Beginning, containing 0.44 ac more or less.

STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AMEND AND RE-ENACT THE ZONING ORDINANCE OF THE CITY OF WEST MONROE, LOUISIANA, PARTICULARLY THE ZONING MAP ANNEXED TO AND MADE A PART OF ORDINANCE NO. 1501, AS THAT ZONING MAP, AS CODIFIED BY SECTION 12-5011(C) OF THE CODE OF ORDINANCES, CITY OF WEST MONROE, LOUISIANA, HAS BEEN FROM TIME TO TIME AMENDED, AND PARTICULARLY TO AMEND THAT ZONING MAP AS IT PERTAINS TO 801 WILSON STREET, WEST MONROE, LOUISIANA, AS MORE PARTICULARLY DESCRIBED ON THE ATTACHED EXHIBIT “A”, PURSUANT TO THE APPLICATION OF ALLIED SOUTHERN, INC., SO AS TO RE-ZONE SAID PROPERTY FROM A B-1 (TRANSITIONAL BUSINESS) DISTRICT TO A B-3 (GENERAL BUSINESS) DISTRICT; TO AUTHORIZE AND DIRECT THE CITY ENGINEER OF THE CITY OF WEST MONROE, LOUISIANA, OR OTHER PERSON ACTING IN LIEU THEREOF AT THE DESIGNATION OF THE MAYOR, TO DO AND PERFORM ANY AND ALL THINGS NECESSARY TO CARRY OUT THE FOREGOING AND PARTICULARLY TO NOTE THE AMENDMENTS ON THE ZONING MAP OF THE CITY OF WEST MONROE AS HEREIN ENACTED; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

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

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

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

NOW, THEREFORE,

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Zoning Ordinance No. 1501, as amended, and as codified in Sections 12-5001 et seq. of the Code of Ordinances, City of West Monroe, Louisiana, particularly the Zoning Map of the City of West Monroe, Louisiana, as that Zoning Map, as codified by Section 12-5011(C) of the Code of Ordinances, City of West Monroe, Louisiana, has been from time to time amended, be further amended and re-enacted to re-zone the parcel or tract located at 801 Wilson Street, West Monroe, Louisiana, as more particularly described

on the attached Exhibit "A", from a B-1 (Transitional Business) District to a B-3 (General Business) District, pursuant to the application of Allied Southern, Inc.

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

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

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, passed and adopted this 2nd day of July, 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 2ND DAY OF
JULY, 2024

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

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

EXHIBIT "A"

MUNICIPAL ADDRESS: 801 WILSON STREET
WEST MONROE, LOUISIANA

Lots Eight (8), Nine (9), and Ten (10) of Square Three (3) of Bell, Clark and Montgomery's First Addition to West Monroe, Louisiana, as per plat recorded in the office of the Clerk of Court of Ouachita Parish, Louisiana

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 ON BEHALF OF THE CITY OF WEST MONROE, LOUISIANA, TO EXECUTE A MAINTENANCE AGREEMENT WITH THE DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT TO COVER CERTAIN MAINTENANCE OPERATIONS (INCLUDING MOWING AND LITTER PICKUP) TO BE PERFORMED BY THE CITY OF WEST MONROE FOR THE FISCAL YEAR ENDING JUNE 30, 2024.

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 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 that Maintenance Agreement with the Louisiana Department of Transportation and Development which covers certain maintenance operations (including mowing and litter pickup) to be performed by the City of West Monroe for the period of July 1, 2024, through June 30, 2025, a copy of which is attached hereto 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 the Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to take any further action or execute any further documents she deems either necessary or proper to carry out the provisions of the foregoing Agreement.

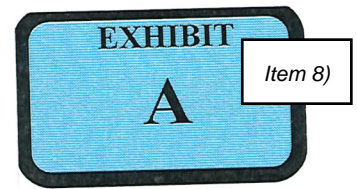
The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, passed and adopted this 6th day of June, 2023, the final vote being as follows:

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

APPROVED THIS 2ND DAY OF
JULY, 2024

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

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



**MAINTENANCE AGREEMENT
INCLUDING MOWING AND LITTER PICKUP**

FOR THE FISCAL YEAR ENDING JUNE 30, 2025

BETWEEN

CITY OF WEST MONROE

AND

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

AGREEMENT

This **AGREEMENT**, ("Agreement") is made and entered into this _____ day of _____, 2024, by and between the **STATE OF LOUISIANA**, through the Department of Transportation and Development, hereinafter referred to as ("**DOTD**"), represented herein by its Secretary or his duly authorized designee, and the **City of West Monroe**, hereinafter referred to as ("**Municipality**"), appearing herein through its Mayor, **Staci A. Mitchell** duly authorized.

WITNESSETH:

WHEREAS, pursuant to the provisions of LSA-R.S. 48:193, **DOTD** is directed to repair and to keep in operating condition, at its sole cost and expense, all municipal roads and streets within the State Highway System as it is defined in LSA- R.S. 48:191, hereinafter sometimes referred to as the "State Highway System" or "State Roadway"; and

WHEREAS, further, LSA-R.S. 48:193 authorizes municipalities to request that the repair and maintenance of said State Roadways located within their respective municipalities be performed by the municipality, at the State's expense; and

WHEREAS, **DOTD** lacks sufficient personnel and equipment to perform mowing and litter collection on a routine and continuing basis and wishes to enter into an agreement with the **Municipality** to perform maintenance directly related to mowing and litter collection on the State Roadways located within the City of West Monroe; and

NOW, THEREFORE, it is hereby agreed between **DOTD** and **Municipality**:

ARTICLE I: Covered Roadways:

This Agreement applies only to those State Roadways identified on the List of Routes for Maintenance Agreement shown on Exhibit "A", a copy of which is appended hereto and made a part hereof by reference. These State Roadways are collectively referred to as "State Roadways" and, for purposes of this Agreement, the term "State Roadway" shall include all rights of ways and roadway shoulders associated with the State Roadways.

ARTICLE II. Mowing Litter and Trash Collection

The **Municipality** shall conduct its operation in a manner such that the safety and convenience of the public shall be regarded as a priority. All equipment and traffic control devices shall be in accordance with the Manual on Uniform Traffic Control Devices. The **DOTD** reserves the right to stop the **Municipality** from working or order any piece of equipment removed from the roadway or right of way should it be determined that the minimum safety standards are not being met.

Prior to beginning a litter collection or mowing cycle, the **Municipality** shall contact the **DOTD** District Office or the Parish Maintenance Office advising them of the starting date.

The Municipality will be required to report daily work activities on the form provided (Exhibit "B" attached) and shall include the work completed (mowing) and litter amount in cubic yards collected each day for the duration of the cycle or period of time that the work is being performed.

Completed Forms shall be maintained by the municipality and shall be submitted to the DOTD district contact with the semi-annual invoice for covered time period.

Failure to turn in the Completed Form with the semi-annual invoice will delay payment until the required Daily Work Reports are submitted.

The **Municipality** shall pick up and properly dispose of all trash and debris located on the State Roadways prior to conducting mowing operations. Litter and trash collection shall precede the mowing operation by no more than 24 hours. The **Municipality** shall perform litter and debris pick-up on all grass and vegetative areas, ditches, paved roadside shoulders and areas beneath overhead bridges and roadways. All litter, trash and debris uncovered by the mowing operation shall be picked up within 48 hours of the mowing operation. All litter, trash and debris shall be collected and piled or bagged off of the travel lanes and paved shoulders of the State Roadways and must be removed from the right-of-ways by the close of business the same workday that it is collected. **Municipality** shall provide, at its own expense, all equipment necessary to perform the duties provided for in this Agreement, including but not limited to, all trash bags, mowing and trimming equipment and herbicide applicators. **Municipality** shall record and document the amount of litter collected and report these amounts to the appropriate DOTD District Engineer at the time invoices are submitted for payment.

For purposes of this agreement litter, trash and debris shall mean all trash, debris, litter, junk, rubbish, paper, cardboard, glass, cans, discarded items, garbage, old tires, treads, dead trees, wood materials, concrete, etc. The Municipality will not be required to pick up every isolated cigarette butt, chip of glass or similar small objects.

West Monroe Agreement
Page 4 of 13

The **Municipality** shall mow grass and cut or otherwise control mowable vegetation along ditches, around signs, guardrails and bridge ends, trim overhanging grass along curbs, and remove litter and debris within the designated, dedicated or apparent right of way. For purposes of this Agreement, Mowable vegetation is defined as any trees, vegetation, brush, etc., that is two inches in diameter or less measured five inches above the ground. Mowing and litter removal shall be accomplished a minimum of four (4) times per year. The dates of the mowing operations shall be set forth on the Mowing Plan submitted by Municipality to Roadside Development Coordinator assigned to the DOTD District where the mowing operations are to take place.

Natural stands or planted stands of wildflowers shall not be cut until after seed heads have formed unless, in the opinion of **DOTD** District Administrator, the flowers are causing a traffic hazard or have a very undesirable appearance.

If, during the term of this Agreement, **DOTD** alters or makes repairs to State Roadways covered by this Agreement, **DOTD** will initiate contact with the **Municipality** to revise mowing and litter pick-up practices for the applicable State Roadway.

The **Municipality** shall be responsible for payments to its employees and contractors who perform work pursuant to this Agreement and shall be responsible for payroll taxes and benefits due each employee who is assigned to work pursuant to this Agreement.

Nothing herein is intended to create a statutory employer relationship between **DOTD** and the employees or contractors of the **Municipality**.

ARTICLE III: Use of Herbicide/Chemicals in Mowing Operations

The **Municipality** may utilize Vegetation Management Plans involving the use of herbicides/chemicals by the **Municipality**, provided that the **Municipality** obtains written approval from the **DOTD** District Administrator. The Municipality may elect to enter into a contract with third parties to administer herbicides. The following conditions shall apply to all Vegetation Management Plans involving the use of herbicides/chemicals whether performed by the **Municipality** or its contractor:

All liability arising from the use or misuse herbicides/chemicals pursuant to this Agreement shall be the responsibility of the **Municipality** and, when applicable, the **Municipality's** contractor making said chemical applications.

Municipality shall notify **DOTD** of its intention to apply chemicals for growth retarding purposes. Said notification shall be in writing and shall be included in the Municipality's Roadside Management Plan. The Roadside Management Plan shall

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include projected mowing and spraying schedules for the yearly contract. All herbicide applicators must possess a Category 6 Pesticide Applicators license obtained through the Louisiana Department of Agriculture and Forestry. A copy of licenses shall be included in the **Municipality's** Management Plan if the work is to be performed by **Municipality** employees. If herbicide/chemical application will be performed by **Municipality's** contractor, proof of insurance and required Louisiana licensing procedures shall be followed. The **DOTD** reserves the right to inspect and approve all forms of application equipment when making herbicide/chemical applications to **DOTD** Roadways and rights of ways.

All herbicide/chemical applications performed from the traveling roadway shall be performed in accordance with **DOTD's** "Safety Policy and Procedure Manual". This shall include, but is not limited to, the use of arrow boards and crash attenuators when applications are made from the inside lane or fast-moving lane on divided highways. The **DOTD** reserves the right to approve all herbicides/chemicals used in herbicide/chemical treatments to **DOTD** rights of ways. A list of herbicides/chemicals and the quantities to be used are contained in the **DOTD** Policy for Roadside Management. The **DOTD** reserves the right to disallow the use of Integrated Roadside Management practices in sensitive areas or sites or sites deemed by **DOTD** as unsuitable for such practices.

The **Municipality** or its contractor shall consult with the **DOTD** Roadside Development Coordinator, on an annual basis, to verify whether any of these conditions exist.

The maximum number of generalized herbicide applications, shall be limited to two (2) per growing season.

The maximum number of generalized seed-head suppression applications shall be limited to two (2) per growing season.

A combination of the above two types of spraying maybe allowed, but no more than two in any given growing season.

Further, there shall be a contract mowing cycle interspersed between any two herbicide applications.

Spot Treatments:

Spot treatments for weed control shall be allowed. Products used for spot treatments shall have no injurious effects to the predominant turf grass. Chemical control of grasses and weeds around signs, guardrails, light standards, revetments and bridge ends will be allowed. The Municipality shall obtain prior approval from the District

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Roadside Development Coordinator for the chemicals used by the **Municipality** for spot treatments.

All concerns or questions relating to the use of herbicides shall be directed to the DOTD District Administrator.

ARTICLE IV: Reimbursement

DOTD will reimburse the **Municipality** on a semi-annual basis for work performed pursuant to this Agreement. The documentation required in Article II shall be submitted with each invoice. Payment will be withheld until the documentation is submitted and approved by DOTD.

ARTICLE V: Payments

Municipality shall be reimbursed by **DOTD** the amount of:

Eight Hundred Seventy Five and 00/100 Dollars, (\$875.00) per cycle, per mile for Interstate Roadways,

Five Hundred and 00/100 Dollars, (\$500.00) per cycle, per mile for divided State Roadways,

Two Hundred Fifty and 00/100 Dollars (\$250.00) per cycle, per mile for undivided State Roadways

All such payments shall be for work performed under the provisions of Article II - Litter and Trash Collection of this Agreement.

The total mileage to be maintained by the **Municipality** pursuant to this Agreement and for which the **Municipality** is entitled to reimbursement by **DOTD** is:

5.23 miles, Interstate Roadways,
0.00 miles, divided State Roadways,
10.75 miles, undivided State Roadways
15.98 miles total

The total maximum amount for which the **Municipality** may claim reimbursement is **TWENTY NINE THOUSAND FIFTY FIVE AND 00/100 DOLLARS, (\$29,055.00).**

It is understood and agreed that the rates per cycle, per mile at which the **Municipality** is to be reimbursed are without regard to the type of wearing surface of

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the traffic lanes or other features of the State and Interstate Roadways covered by this Agreement.

ARTICLE VI: Substandard Performance

If, in the opinion of the **DOTD** District Administrator, the **Municipality** has failed to properly fulfill its obligation with respect to any or all State Roadways covered by this Agreement, and after the **Municipality** has been notified in writing and given adequate opportunity to correct the condition, the **Municipality** has failed or refuses to correct said problem, the **DOTD's** District Administrator may order the **DOTD** maintenance forces to perform such work as, in his or her opinion, is necessary for the proper maintenance of the State Roadways and the **DOTD** may deduct the cost thereof from any monies due or that become due to **Municipality**.

ARTICLE VII: Indemnification

The **Municipality** shall defend, indemnify, save and hold harmless the State of Louisiana, through the Department of Transportation and Development, its offices, agents, servants and employees, including volunteers, from and against any and all claims, demands, suits, judgments of sums of money, attorneys' fees, court costs, expense and liability, to any party or third person, including, but not limited to, amounts for or arising out of injury or death to any person for loss of life, injury, damage, loss or destruction of any property, or damages for tort or breach of contract or any other basis of liability growing out of, resulting from, or by reason or any act, omission, operation or work of the **Municipality**, its agents, contractors, servants and employees, or on account of negligence in safeguarding the work or through use of unacceptable materials in maintaining the work, or because of any negligent act, omission or misconduct of the municipality, or because of claims or amount recovered from infringement of patent, trademark or copy right, or from claims or amounts arising or recovered under Worker's Compensation Act, or other law, ordinance, order or decree, or any and all costs, expense and/or attorneys' fees incurred by the municipality or **DOTD** as a result of any claims, demands, and/or causes of action while engaged upon or in connection with the performance of this Agreement by the **Municipality** or its contractors, employees, agents and assigns under this Agreement, except for those claims, demands, and/or causes of action arising out of the sole negligence of the Department or its agents, representatives and/or employees. The **Municipality** agrees to investigate, handle, respond to, provide defense for and defend, any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claim, demand or suit is groundless, false or fraudulent.

ARTICLE VIII: Funding Contingency

The continuation of this Agreement is contingent upon the appropriation of funds by the Louisiana State Legislature to the **DOTD** to fulfill the requirements of this Agreement. If the Legislature fails to appropriate sufficient monies to provide the continuation of this Agreement, or if such appropriation is reduced by veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement, this Agreement shall be reduced or terminate on the date said funds are no longer available.

ARTICLE IX: Limitation On Use of State Funds

The **Municipality** agrees to use the funds provided by the State through **DOTD** only for the services authorized in this Agreement and in accordance with constitutional and statutory restrictions on the use of State funds for public purposes.

ARTICLE X: Term and Cancellation

This Agreement shall begin on **July 1, 2024**, and shall end on **June 30, 2025**, but may be terminated earlier under any or all of the following conditions:

By mutual agreement and consent of the parties hereto.

By the **DOTD** as a consequence of the failure of the **Municipality** to comply with the terms or quality of work in a satisfactory manner.

By either party upon failure of the other party to fulfill its obligations as set forth in this Agreement.

By either party giving thirty (30) days written notice to the other party.

By the **DOTD** upon withdrawal or reduction of funding by the Louisiana Legislature or by any other lawful manner.

By either party as the result of an Act of God that prohibits performance, by either party, of duties proscribed in this Agreement.

If termination is made under condition four (4), above, after work has begun, the **Municipality** will be paid for all services rendered to date of termination.

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DOTD may, at its option, suspend the services performed pursuant to this Agreement, without penalty of any kind, and without terminating the Agreement. Should the **DOTD** desire to exercise this right of suspension, it may do so by providing the **Municipality** with prior written notice of its intent to suspend the Agreement, thirty (30) days in advance of the effective date of suspension. The Agreement may be reinstated and resumed in full force and effect by **DOTD** by providing the **Municipality** with sixty (60) days written notice to that effect.

ARTICLE XI: Claims for Liens

The **Municipality** shall hold the **DOTD** harmless from any and all claims for liens for labor, services or materials furnished to the **Municipality** in connection with the performance of his obligations under this Agreement.

ARTICLE XII: Compliance With Laws

The **Municipality** agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the **Municipality** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

ARTICLE XIII: Agreement Modifications

Any changes or modifications to the terms of this Agreement must be made by a fully executed Supplemental Agreement.

ARTICLE XIV: Disputes

Any dispute concerning a question of fact in connection with the work not disposed of by this Agreement or by agreement of the parties shall be referred to the **DOTD's** Secretary or his duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this Agreement.

ARTICLE XV: Record Keeping, Reporting and Audits

The **Municipality** shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this project and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this

Agreement, for inspection by the **DOTD** Audit Control Section, the Legislative Auditor, and/or the Office of the Governor, Division of Administration Auditors under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested.

ARTICLE XVI: Covenant Against Contingent Fees

The **Municipality** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the **Municipality** to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the **Municipality**, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

The **DOTD** shall have the right to annul this Agreement without liability or, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee if the **Municipality** breaches or violates this warranty.

No member of or delegate to Congress or resident commissioner shall be entitled to any share or part of this Agreement or to any benefit that may arise there from, but this provision shall not be construed to extend to a contract if made with a corporation for its general benefit.

ARTICLE XVII: Subletting, Assignment or Transfer

The **Municipality** shall not subcontract any of his duties or responsibilities under this Agreement without the express written consent of DOTD.

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

ARTICLE XVIII: Successors and Assigns

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

West Monroe Agreement
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WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers, thereunto duly authorized as of the day and year first above written.

THUS DONE AND SIGNED at _____, Louisiana, this ____ day of _____, 2024.

WITNESSES:

CITY OF WEST MONROE

BY: _____
(Signed Name)

(Printed Name)

Tax ID. # _____

THUS DONE AND SIGNED at Monroe, Louisiana, this ____ day of _____, 2024.

WITNESSES:

STATE OF LOUISIANA - DOTD

BY: _____
JOE DONAHUE
DOTD SECRETARY

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EXHIBIT "A"
CITY OF WEST MONROE
ROAD DESCRIPTION

<u>ROUTE NAME</u>	<u>INTERSTATE</u>
I-20	5.2300 Miles
(From 0.51 Mi. West of Wells Road thence Eastward to Ouachita River) (I-20)	

TOTAL INTERSTATE MILES: 5.23

<u>ROUTE NAME</u>	<u>DIVIDED ROUTE</u>
TOTAL DIVIDED MILES: 0.000	

<u>ROUTE NAME</u>	<u>UNDIVIDED ROUTE</u>
US 80	3.3300 Miles
(From 0.17 Mi. SW of Hilton Street to Ouachita River Bridge) (Cypress & Bridge Street)	

LA 34	0.9200 Miles
(From Regan Street to US 80) (Jonesboro Road & Bridge Street)	

LA 34	0.4600 Miles
(From 0.13 Mi. NW of 4 th Street to I-20 Ramp) (Bridge & Stella St.)	

LA 143	1.5900 Miles
(From LA 34 to US 80) (North 7 th Street)	

LA 143	1.3500 Miles
(From US 80 to Tupawek Bayou) (North 7 th Street)	

LA 616	1.1400 Miles
(From LA 143 to 0.01 Mi. NW of South Tupawek Bayou)(Arkansas Road)	

LA 617	1.0600 Miles
(From 0.13 Mi. North of Old Natchitoches Road to US 80) (Thomas Road)	

LA 617	0.9000 Miles
(From US 80 to LA 616) (Warren Drive)	

TOTAL UNDIVIDED MILES: 10.75

TOTAL MILES: 15.98

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EXHIBIT "B"

Municipality _____ Fiscal Year _____
SRM No. _____
Date from: _____ Date to: _____

The Municipality will be required to report daily work activities on the form provided (Exhibit 'B' attached). The completed work shall include the Mowing and Litter amounts in cubic yards, collected each day for the duration of the cycle or period of time that the work is being performed. Completed form shall be maintained by the municipality and shall be submitted to the DOTD district contact with the semi-annual reports.

[illegible]

Signed by: _____

Printed Name: _____

STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____ MOTION BY: _____
SECONDED BY: _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF WEST MONROE, LOUISIANA ON BEHALF OF THE CITY OF WEST MONROE, LOUISIANA, TO EXECUTE A SIGNAL MAINTENANCE AGREEMENT WITH THE DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT TO COVER CERTAIN TRAFFIC SIGNAL MAINTENANCE OPERATIONS TO BE PERFORMED BY THE CITY OF WEST MONROE FOR THE FISCAL YEAR ENDING JUNE 30, 2025.

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 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 that Signal Maintenance Agreement with the Louisiana Department of Transportation and Development which covers certain traffic signal maintenance operations to be performed by the City of West Monroe for the period of July 1, 2024, through June 30, 2025, a copy of which is attached hereto 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 the Mayor of the City of West Monroe, Louisiana, be and is she hereby authorized to take any further action or execute any further documents she deems either necessary or proper to carry out the provisions of the foregoing Agreement.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, passed and adopted this 2nd day of July, 2024, the final vote being as follows:

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

APPROVED THIS 2ND DAY OF
JULY, 2024

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

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

SIGNAL MAINTENANCE AGREEMENT

FOR THE FISCAL YEAR BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025

BETWEEN

CITY OF WEST MONROE

MUNICIPALITY

AND

STATE OF LOUISIANA

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

State of Louisiana Department of Transportation
TRAFFIC SIGNAL MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July, 2024, and between the Louisiana Department of Transportation, an agency of the State of Louisiana, herein called the "Department" and the City of West Monroe, a political subdivision of the State of Louisiana, herein called the "Maintaining Agency".

WITNESSETH:

OF 1950 vest in the Department of Transportation and Development full control of all municipal streets which form a continuation of the State Highway System, designated in R.S. 48:191 as modified by action of the Secretary of Transportation and Development; and

WHEREAS, the provision of L.R.S. 48:193 permit the Department of Transportation and Development to contract with the Maintaining Agency for the performance of such repair maintenance functions as the Maintaining Agency is able to perform, and both the Department and the Maintaining Agency will provide certain services.

WHEREAS, the maintenance, and operation of traffic signals (controller, cabinet, heads, loops, and etc.) or signal systems (interconnect, modems, telecommunication drops, central computers, and etc.) are necessary for safe and efficient highway transportation along the State Highway System; and

WHEREAS, the Department proposes that the Maintaining Agency shall maintain and operate traffic signals and signal systems at certain locations along the State Highway System within the City Limits of West Monroe, Louisiana, as shown on the attached list.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein to be undertaken by the respective parties hereto, the parties mutually agree and covenant as follows:

1. When the District Administrator of the Department has submitted a Traffic Signal Maintenance Agreement to the Maintaining Agency, and the designated officer of the Maintaining Agency has approved the Traffic Signal Maintenance Agreement, the Maintaining Agency shall undertake the responsibilities to maintain and operate traffic signal lights. This shall also include the furnishing of electrical power for such signals owned by the Department. Routine maintenance of a signal shall be the replacement of inoperative LEDs, light bulbs and fuses, and the straightening of signal heads and signs. The Maintaining Agency shall notify the Department and provide traffic controls at an intersection when it is unable to return a malfunctioning signal to service by routine maintenance.

2. If, in the opinion of the Department's District Administration, the Maintaining Agency has failed to properly maintain any of the traffic signals under contract, and after the Maintaining Agency has been notified in writing and given adequate opportunity to correct the condition and the Maintaining Agency has refused to correct said condition, the Department's District Administrator may order the Department's forces to perform such work as, in his opinion, is necessary, and deduct the cost thereof from any monies due or to become due to the Maintaining Agency.
3. However, notwithstanding anything to the contrary herein, Municipality shall neither indemnify nor hold harmless the Department for any negligence of any party other than that which is directly attributable to the Maintaining Agency, its agent or employees. Specifically, but without limitation, the Maintaining Agency shall not indemnify nor hold harmless the Department for the negligence of employees or agents of the Department, and shall not indemnify nor hold harmless the Department for the negligence of any parties, persons, or employees or agents of a third party over which the Maintaining Agency has no dominion or control.
4. This agreement may be terminated by either party upon thirty (30) days notice in writing to the other party, in which event the Department shall reimburse the Maintaining Agency the amount due up to the time of discontinuance.
5. **For the maintenance obligations herein assumed by the Maintaining Agency, the Department will reimburse the Maintaining Agency on a semi-annual basis for maintenance cost on each approved traffic signal installation (28), shown on the attached listing, at the rate of \$800.00 per signal/per year. For each traffic signal added or removed during the year by the Department, the maintenance costs shall be computed on a pro-rated basis of the yearly amount for the number of months remaining in the year.**

The agreement for said maintenance shall begin July 1, 2024 and end June 30, 2025 unless same shall be sooner terminated.

CITY OF WEST MONROE
TRAFFIC SIGNALS UNDER CONTRACT

<u>LOC NO.</u>	<u>LOCATION OF SIGNAL</u>
141	I-20 EASTBOUND ON-RAMP @ LA 617 (THOMAS ROAD)
140	I-20 WESTBOUND OFF-RAMP @ LA 617 (THOMAS ROAD)
83	COLEMEN AVE. @ S. 5 TH ST. & I-20
91	US 80, LA 15 (CYPRESS ST.) @ LA 617 (WARREN DR.)
65	US 80, LA 15/617 (CYPRESS ST.) @ LA 617 (THOMAS RD)
66	US 80, LA 15 (CYPRESS ST.) @ LA 143 (N. 7 TH ST.)
67	US 80, LA 15 (CYPRESS ST.) @ S. CHURCH ST.
68	US 80, LA 15 (CYPRESS ST.) @ CRYER ST.
69	US 80, LA 15 (CYPRESS ST.) @ TRAVIS ST.
70	US 80, LA 15 (CYPRESS ST.) @ CROSLEY ST.
71	US 80, LA 15 (CYPRESS ST.) @ LA 34 (BRIDGE ST.)
72	US 80 (BRIDGE ST.) @ TRENTON ST.
77	LA 34 (JONESBORO RD) @ REAGAN & BANCROFT
78	LA 34 @ NATCHITOCHES ST.
79	LA 34 (MILL ST.) @ LA 143 (N. 7 TH ST.)
80	LA 34 (STELLA ST.) @ LA 143 (N. 7 TH ST.)
136	LA 143 (N. 7 TH ST.) @ TRAVIS ST.
113	LA 143 (N. 7 TH ST.) @ PARKWOOD DR. & SLACK ST.
81	LA 143 (N. 7 TH ST.) @ MCMILLIAN ROAD
119	LA 143 (N. 7 TH ST.) @ RIDGE AVE. & POWELL
82	LA 143 (N. 7 TH ST.) @ LA 616 (ARKANSAS ST.)

CITY OF WEST MONROE
TRAFFIC SIGNALS UNDER CONTRACT

<u>LOC NO.</u>	<u>LOCATION OF SIGNAL</u>
133	LA 617 (WARREN DR.) @ WELLERMAN RD
110	LA 617 (THOMAS RD) @ DOWNING PINES RD & OLD NATCHITOCHES RD
104	LA 617 (THOMAS RD) @ GLENWOOD DR.
130	LA 617 (THOMAS RD) @ MCMILLIAN RD
169	LA 617 (THOMAS RD) @ CONSTITUTION DR.
176	LA 143 (N. 7 TH ST.) @ CROSLEY ST.
187	I-20 WESTBOUND OFF/ON RAMP @ DOWNING PINES RD

TOTAL NUMBER OF SIGNALS: 28

STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

ORDINANCE TO AUTHORIZE THE SUBMISSION OF AN APPLICATION BY THE CITY OF WEST MONROE, LOUISIANA, FOR A STATES' COMMUNITY INFRASTRUCTURE FUND (CIF) PROJECT GRANT FROM THE DELTA REGIONAL AUTHORITY FOR THE PROJECT "CONSTITUTION DRIVE: INFRASTRUCTURE IMPROVEMENTS TO A COMMERCIAL PARKWAY PROJECT", INCLUDING A COMMITMENT FOR THAT PORTION OF THE PROJECT COSTS TO BE FUNDED BY THE CITY OF WEST MONROE; AND, IF AWARDED, TO ENTER INTO A GRANT CONTRACT AND TO EXECUTE ANY AND ALL FURTHER DOCUMENTATION EITHER NECESSARY OR APPROPRIATE TO ACCEPT THAT GRANT, AND THEREAFTER TO PROCEED WITH THAT PROJECT; 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 submit an application for a States' Community Infrastructure Fund (CIF) project grant from the Delta Regional Authority for the project "Constitution Drive: Infrastructure Improvements to a Commercial Parkway Project", estimating the total project cost as \$1,148,645.63, with the requested grant amount being \$858,306.63 and committing to a contribution by the City of \$290,339.00 (25% of the total project cost); and with that project being further described as:

The improvements include a mill, patch & overlay project with a milling depth of 2.5 inches and an overlay thickness of 2.5 inches. The project length is 2,805 feet. The roadway width is 24 feet with 12-foot travel lanes from Commercial Parkway to the transition lane leading to the turn lane at the Short Constitution Drive Intersection. The roadway width at the turn lane is 38 feet, and the average roadway width at the transition lane is 31.5 feet. The cost estimate assumes 20% of the paved area will require full depth asphalt patching. In addition, we included paved shoulder areas 11 feet in width and 1,100 feet in length (north of the roadway from the Dodge dealership to the Convention & Visitor Bureau) & 275 feet in length (north of the roadway from the LaQuinta Hotel to the Underdogs Restaurant). The paved shoulder area consists of 8.5 inches of stone with 4 inches of asphalt overlay. This public infrastructure improvement will increase access and allow for continued growth of businesses along this commercial corridor. This proposed project will allow for the creation of 4 new jobs and the retention of 101 current jobs in the community.

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 if the grant is awarded, Staci Albritton Mitchell, as the Mayor of the City of West Monroe, Louisiana, is hereby further authorized to then enter into the Grant Contract with the Delta Regional Authority for the proposed project "Constitution Drive: Infrastructure Improvements to a Commercial Parkway Project" and to execute any and all further documentation either necessary or appropriate to accept that grant,

including any further commitment for that portion of the project costs to be funded by the City of West Monroe, and thereafter to proceed with that project, all according to the terms, conditions and provisions required of the formal grant agreement.

SECTION 3. BE IT FURTHER ORDAINED by the Mayor and Board of Alderman of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as the Mayor of the City of West Monroe, Louisiana, is hereby authorized on behalf of the City of West Monroe, Louisiana, to execute any and all documents determined by her to either necessary or desirable in connection with the application for the grant and, if awarded, in connection with the grant contract, and to thereafter further do and perform any and all other matters and take any and all other actions in order to fulfill all of the terms and conditions of any grant agreement awarded.

SECTION 4. BE IT FURTHER ORDAINED by the Mayor and Board of Alderman of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as the Mayor of the City of West Monroe, Louisiana, be and she is here designated and appointed the agent of the City of West Monroe, Louisiana, to conduct all negotiations and execute and submit all documents, including but not limited to the grant application, any commitment agreement and any amendments, and any reports which may be necessary or desirable as relates to the application for grant funding for the aforementioned project, as well as undertaking any and all efforts that could result in receipt of additional grant or other funding which could reduce the financial obligation of the City.

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, passes and adopted this 2nd day of July, 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 2ND DAY OF
JULY, 2024

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

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

CHANGE ORDER

No. 1

PROJECT: Natchitoches Street Cross Drain Replacement	DATE OF ISSUANCE:	June 26, 2024
--	-------------------	---------------

OWNER: City of West Monroe
2305 North 7th Street
West Monroe, LA 71291

CONTRACTOR: Bentz Construction Group, LLC
P.O. Box 2994
West Monroe, LA 71294

OWNERS Project No. N/A

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

CONTRACT FOR: Cross Drain Replacement

ENGINEER's Project No. 23E063.00

You are directed to make the following changes in the Contract Documents:

Description: Add construction items to allow for the contractor to remove unsuitable material under the cross drain & place B-Stone bedding material with geogrid, remove 30" RCP due to separated joints discovered during excavation & re-install 30" RCP with concrete collar, and adjust items to final as-built quantities.

Purpose of Change Order: Add additional construction items & adjust items to As-built quantities.

Attachments: Schedule of Items with Revised Quantities and Revised Item Total.

CHANGE IN CONTRACT PRICE Original Contract Price:	CHANGE IN CONTRACT TIME Original Contract Time: (days or date)
\$120,964.35	30 days
Previous Change Orders No. __ to No. __	Net change from previous Change Orders:
\$0.00	None
Contract Price prior to this Change Order:	Contract Time prior to this Change Order: (days or date)
\$120,964.35	30 days
Net Difference of this Change Order:	Net Increase of this Change Order: (days)
\$3,741.00	0 days
Contract Price with all approved Change Orders	Contract Time with all approved Change Orders
\$124,705.35	30 days
	days or date

RECOMMENDED
Lazenby & Associates, Inc.

APPROVED
City of West Monroe

APPROVED
Bentz Construction Group, LLC

BY: _____
ENGINEER
Joshua D. Hays, P.E.

BY: _____
OWNER
Staci Albritton Mitchell, Mayor

BY: _____
CONTRACTOR
Tiffanie Bentz

Natchitoches Street Cross Drain Replacement**Change Order No. 1****L&A, Inc. Project NO. 23E063.00****June 26, 2024**

Item No.	Item Description	Unit Price	Units	Estimated Quantity	Revised Quantity	Amount Over/Under	Revised Item Total
202-01-00100	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	\$4,000.00	Lump Sum	100%	100%	\$0.00	\$4,000.00
202-02-38500	REMOVAL OF SURFACING AND STABILIZED BASE	\$15.50	Square Yards	69.5	69.5	\$0.00	\$1,077.25
203-05-00100	EXCAVATION AND EMBANKMENT	\$2,000.00	Lump Sum	100%	100%	\$0.00	\$2,000.00
302-02-06100	CLASS II BASE COURSE (12" THICK) (STONE)	\$98.00	Square Yards	72.2	72.2	\$0.00	\$7,075.60
402-01-00100	TRAFFIC MAINTENANCE AGGREGATE (VEHICULAR MEASUREMENT)	\$175.00	Cubic Yards	34	0	(\$5,950.00)	\$0.00
502-01-00200	SUPERPAVE ASPHALTIC CONCRETE, DRIVES, TURNOUTS AND MISC.	\$290.00	Square Yards	69.5	69.5	\$0.00	\$20,155.00
701-02-01080	CROSS DRAIN PIPE ARCH (48" EQUIV. RCPA)	\$510.00	Linear Feet	32	32	\$0.00	\$16,320.00
701-14-00100	CLEANING EXISTING PIPES	\$65.00	Linear Feet	184	184	\$0.00	\$11,960.00
702-03-00200	CATCH BASINS (CB-02)	\$11,031.00	Each	1	1	\$0.00	\$11,031.00
702-03-01100	CATCH BASINS (CB-SD02)	\$11,031.00	Each	1	1	\$0.00	\$11,031.00
713-01-00100	TEMPORARY SIGNS AND BARRICADES	\$3,450.00	Lump Sum	100%	100%	\$0.00	\$3,450.00
726-01-00100	material under the cross drain & place B-Stone bedding material with	\$155.00	Cubic Yards	14.9	14.9	\$0.00	\$2,309.50
727-01-00100	MOBILIZATION	\$9,000.00	Lump Sum	100%	100%	\$0.00	\$9,000.00
NS-500-00340	SAW CUTTING ASPHALTIC CONCRETE PAVEMENT	\$5.00	Inch-Lin. Ft.	201	201	\$0.00	\$1,005.00
S-001	FINAL CLEANUP AND EROSION CONTROL	\$6,400.00	Lump Sum	100%	100%	\$0.00	\$6,400.00
S-002	10" STEEL SEWER CASING PIPE	\$925.00	Linear Feet	8	8	\$0.00	\$7,400.00
S-003	STRIPING	\$8.00	Linear Feet	100	100	\$0.00	\$800.00
S-005	EXCAVATION OF MUCK MATERIAL	\$44.00	Cubic Yards	0	13	\$572.00	\$572.00
S-006	BEDDING MATERIAL WITH B-STONE (LARGE AGGREGATE)	\$155.00	Cubic Yards	0	13	\$2,015.00	\$2,015.00
S-007	GEOGRID NX650	\$58.00	Square Yards	0	38	\$2,204.00	\$2,204.00
S-008	REMOVAL OF 4' JOINT OF 30" REINFORCED CONCRETE PIPE	\$1,200.00	Lump Sum	0	100%	\$1,200.00	\$1,200.00
S-009	RE-INSTALL 4' JOINT 30" REINFORCED CONCRETE PIPE	\$300.00	Linear Feet	0	4	\$1,200.00	\$1,200.00
S-010	CONCRETE COLLAR	\$2,500.00	Each	0	1	\$2,500.00	\$2,500.00
						\$3,741.00	\$124,705.35

ORIGINAL CONTRACT AMOUNT: \$120,964.35
TOTAL OF PREVIOUS CHANGE ORDERS: \$0.00
NET DIFFERENCE THIS CHANGE ORDER: \$3,741.00

REVISED CONTRACT AMOUNT: \$124,705.35

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: NATCHITOCHES STREET CROSS DRAIN REPLACEMENT
23E063.00
ENGINEER: LAZENBY & ASSOCIATES, INC.
OWNER: CITY OF WEST MONROE
CONTRACTOR: BENTZ CONSTRUCTION GROUP, LLC
CONTRACT DATE: April 30, 2024
DATE OF ACCEPTANCE OF SUBSTANTIAL COMPLETION: June 27, 2024

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

All Work

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

June 27, 2024
Date of Substantial Completion

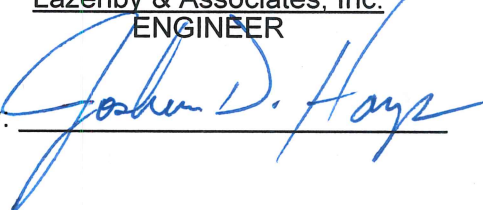
A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within 10 calendar days of the above date of Substantial Completion or after the Contract Time is restarted.

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

The 45-day lien period shall begin upon the date that this document is filed with the Clerk of Court in Ouachita Parish.

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on June 27, 2024

Lazenby & Associates, Inc.
ENGINEER
By: 

The CONTRACTOR accepts this Certificate of Substantial Completion on June 27, 2024
Date

Bentz Construction Group, LLC
CONTRACTOR
By: 

The OWNER accepts this Certificate of Substantial Completion on _____
Date

City of West Monroe
OWNER
By: _____

SUBSTANTIAL COMPLETION INSPECTION “PUNCH LIST”
NATCHITOCHES STREET CROSS DRAIN REPLACEMENT
WEST MONROE, LOUISIANA
L & A, INC. PROJECT NO. 23E063.00
JUNE 27, 2024

1. Install striping with buttons.
2. Seed & hay the disturbed areas.
3. Grout around the 18” RCP at the north CB-02.

STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE THE CITY OF WEST MONROE, LOUISIANA, TO ACCEPT THE LOW BID OF AMETHYST CONSTRUCTION, INC. FOR \$486,550.50 FOR THAT PROJECT DESCRIBED AS THE H.015216, HIGHLAND SCHOOL AREA SIDEWALKS PROJECT, AND TO INSTRUCT THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT TO ACCEPT AND AWARD THAT BID ON BEHALF OF THE CITY OF WEST MONROE; AND THEREAFTER TO AUTHORIZE ENTERING INTO A CONSTRUCTION CONTRACT WITH AMETHYST CONSTRUCTION, INC., FOR THE CONSTRUCTION SERVICES IN CONNECTION WITH THE PROJECT; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe accepts the low bid of Amethyst Construction, Inc. for \$486,550.50 for that project described as H.015216, Highland School Area Sidewalks project, with Staci Albritton Mitchell, as Mayor of the City of West Monroe, or her designee, being authorized to instruct the Louisiana Department of Transportation and Development to accept and award that bid on behalf of the City of West Monroe

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 thereafter enter into a construction contract with Amethyst Construction, Inc., for those certain construction services as set forth in the plans, specifications and other bid documents in connection with H.015216, Highland School Area Sidewalks project.

SECTION 3. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to further negotiate and modify any further provisions of the referenced contract as she determines necessary or appropriate, prior to execution, and thereafter to execute such contract, together with executing any and all further documents determined to be either necessary or appropriate in conjunction with the contract authorized above, and to take any and all other actions either necessary or appropriate in order to comply the terms of that executed contract.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, passed and adopted the 2nd day of July, 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 2ND DAY OF
JULY, 2024

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

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



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




Jeff Landry, Governor
Joe Donahue, Secretary

City of West Monroe
2305 North 7th Street
West Monroe, LA 712915256

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

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

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


 Person in Responsible Charge Approval 04/17/24
Date

 Printed Name of Person in Responsible Charge 04/17/24
Date

 DOTD TAP Program Manager 4/17/2024
Date
 Cc: Consultant Contract Services

STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____ MOTION BY: _____
SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE THE CITY OF WEST MONROE, LOUISIANA, TO ACCEPT THE LOW BID SUBMITTED WHICH MEETS THE PLANS AND SPECIFICATIONS, BEING THE BID OF TAC AGENCY, INC. FOR \$89,425.00; AND THEREAFTER TO ENTER INTO A CONSTRUCTION CONTRACT WITH TAC AGENCY, INC., FOR CERTAIN CONSTRUCTION SERVICES IN CONNECTION WITH THE PROJECT KNOWN AS “PHILLIPS STREET WATER MAIN IMPROVEMENTS PROJECT”; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe accepts the low bid which met the plans and specifications for that work described as the “Phillips Street Water Main Improvements Project”, being the bid of TAC Agency, Inc. in the amount of \$89,425.00.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor, on behalf of the City of West Monroe, Louisiana, be and she is hereby authorized to enter into a construction contract with TAC Agency, Inc., for certain construction services in connection with the ““Phillips Street Water Main Improvements Project”, all according to the terms, conditions and provisions set forth in the copy of that contract attached as Exhibit “A”.

SECTION 3. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to further negotiate and modify any further provisions of the referenced contract as she determines necessary or appropriate, and thereafter to execute such contract, together with executing any and all further documents determined to be either necessary or appropriate in conjunction with the contract authorized above, and to take any and all other actions either necessary or appropriate in order to comply the terms of that executed contract.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, passed and adopted the 2nd day of July, 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 2ND DAY OF
JULY, 2024

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

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



**LETTER OF RECOMMENDATION
TO
CITY OF WEST MONROE, LA.**

Bid Date: **June 26, 2024**
Project: **Phillips Street Water Main Improvements Project**
CWEF Funding: **\$50,000**

Dear Mayor Mitchell,
The following bids were received for the above referenced project.

Base Bid (Engineer's Estimate: \$108,295)		
No.	Contractor	Amount of Base Bid
1	TAC Agency Inc.	\$89,425.00
2	Don M. Barron Contractor, LLC.	\$106,535.00
3	McLemore Service Contractors, LLC.	\$122,237.50

After evaluation of these bids, **I hereby recommend award in the amount of \$89,425.00 to the lowest responsive and responsible bidder, TAC Agency Inc.**

Should you have any questions regarding this recommendation, please do not hesitate to contact me at 318-325-1791.

Respectfully,
S. E. HUEY CO

Brad Anzalone, P.E.



BID TABULATION
 Phillips Street Water Main
 Improvements Project
 Engineer: Brad Anzalone, P.E.

NO.	ITEM	QTY	UNIT	TAC Agency Inc.		Don M. Barron Contractor, Inc.		McLemore Service Contractors, LLC.	
				License No. 40537		License No. 3683		License No. 68248	
				PRICE	TOTAL PRICE	PRICE	TOTAL PRICE	PRICE	TOTAL PRICE
1	6" SDR11 HDPE Water Main (Directional Drill)	575	LF	\$40.00	\$23,000.00	\$54.00	\$31,050.00	\$81.00	\$46,575.00
2	6" x 4" D.I. Tee w/ Acc.	1	EA	\$1,500.00	\$1,500.00	\$1,175.00	\$1,175.00	\$2,000.00	\$2,000.00
3	6" x 2" D.I. Tee w/ Acc.	1	EA	\$1,500.00	\$1,500.00	\$1,450.00	\$1,450.00	\$1,850.00	\$1,850.00
4	6" D.I. Tee w/ Acc.	1	EA	\$1,500.00	\$1,500.00	\$1,220.00	\$1,220.00	\$3,100.00	\$3,100.00
5	6" D.I. Blind Flange w/Acc.	1	EA	\$500.00	\$500.00	\$450.00	\$450.00	\$800.00	\$800.00
6	6" Gate Valve w/ Pad & Box	2	EA	\$3,400.00	\$6,800.00	\$2,140.00	\$4,280.00	\$2,750.00	\$5,500.00
7	4" Gate Valve w/ Pad & Box	1	EA	\$3,200.00	\$3,200.00	\$1,870.00	\$1,870.00	\$2,450.00	\$2,450.00
8	2" Gate Valve w/ Pad & Box	1	EA	\$1,800.00	\$1,800.00	\$1,400.00	\$1,400.00	\$1,600.00	\$1,600.00
9	6" x 6" Connection	2	EA	\$2,500.00	\$5,000.00	\$3,375.00	\$6,750.00	\$3,100.00	\$6,200.00
10	6" x 4" Connection	1	EA	\$2,500.00	\$2,500.00	\$3,375.00	\$3,375.00	\$3,000.00	\$3,000.00
11	6" x 2" Connection	1	EA	\$1,500.00	\$1,500.00	\$2,800.00	\$2,800.00	\$2,400.00	\$2,400.00
12	Fire Hydrant Assembly	2	EA	\$9,000.00	\$18,000.00	\$9,360.00	\$18,720.00	\$8,300.00	\$16,600.00
13	Reconnect Existing Water Meter (Short Side)	2	EA	\$500.00	\$1,000.00	\$1,085.00	\$2,170.00	\$1,225.00	\$2,450.00
14	Saw Cut & Removal of Existing Asphalt	25	SY	\$200.00	\$5,000.00	\$175.00	\$4,375.00	\$110.00	\$2,750.00
15	Replacement of Existing Concrete Pavement	25	SY	\$250.00	\$6,250.00	\$265.00	\$6,625.00	\$280.00	\$7,000.00
16	SB2 Crushed Stone	25	CY	\$75.00	\$1,875.00	\$164.00	\$4,100.00	\$138.50	\$3,462.50
17	Cap & Abandon 6" W.M. (In-Place)	1	LS	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$1,500.00	\$1,500.00
18	Temporary Traffic Control	1	LS	\$1,000.00	\$1,000.00	\$2,025.00	\$2,025.00	\$2,500.00	\$2,500.00
19	Dress & Seed Disturbed Areas	1	LS	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00
20	Mobilization	1	LS	\$5,000.00	\$5,000.00	\$8,100.00	\$8,100.00	\$8,000.00	\$8,000.00

Total Base Bid: \$89,425.00

\$106,535.00

\$122,237.50

CERTIFIED BY:

Brad Anzalone, P.E.
 La. License No. 38035
 S.E. Huey Co.

6/26/24

Date



INFRASTRUCTURE PROJECT UPDATE

July 2, 2024

UNDER CONSTRUCTION

Project	Description	Funding	Status
New Kiroli Road Bridge (North)	Replacement of bridge on Kiroli Road with box culverts.	Capital Outlay	Striping installed this week.
Mane Street Rehabilitation Phase 2 (Urban Systems)	Mill & Overlay Mane Street from Downing Pines Rd to Interchange.	Urban Systems (80/20)	Construction underway. Installing sidewalks.
Flanagan Street Water Main Replacement	Replacement of existing 4" W.M. along Flanagan with a 6" W.M.	CWEF/City	Construction nearing completion.
Montgomery Ave. Lift Station and Force Main Improvements	Replacement of pumps at the Montgomery Lift Station, and installation of a new force main from the lift station to Mont/Reagan intersection.	City	Pre-construction: Awaiting equipment and materials.
Drago Sanitary Sewer Force Main (South 11th Street)	Replacement of an aging 16" AC F.M. along S. 11th Street from Coleman Ave. to the Austin Street Lift Station.	LGAP/City	Construction to begin this week.
Industrial Park Drainage Improvements (EDA)	Drainage improvements including cross drains, piping, and ditches.	EDA/City	Punch list completed. Finalizing Substantial Completion and Close Out Change Order.

Project Classifications

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

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



IN DESIGN			
Project	Description	Funding	Status
McMillan Rd. Lift Station Rehabilitation	Replacement of pumps and piping at the McMillan Rd. sanitary sewer lift station.	LGAP/City	No bids received. Developing alternate strategy.
Highland School Area Sidewalks	Construction of sidewalks along Arlene Street to provide a safe pedestrian route to school.	LaDOTD/City	DOTD received bids on June 26. (Amethyst Constr. low bidder)
Phillips Street Water Main FY22-23 CWF	Replacement of an aging 6" AC W.M. along Phillips between Cherry Street to the east side of Ned Street.	CWF/City	Received proposals. Ready to award contract.
Arkansas Rd. Utility Relocation	Relocation of water and sewer lines ahead of street rehabilitation project.	City	Project fully permitted. Waiting to bid.
Kiroli Sidewalk Project	Install new sidewalks along Kiroli Road from Post Oak Apartments to Arkansas Road. Install pedestrian crossing at Kiroli Elementary.	DOTD TAP (80/20)	Approved to proceed. Revising scope and contract.
Black Bayou Canal - 2016 Flood Damage Repairs	Repair concrete canal near Assembly and Wal Mart.	EDA/FEMA/ City	Kick-off meeting conducted on June 6.
Black Bayou Canal Improvements (HMGP)	Improvements including cleaning, widening, and armoring portions of the Black Bayou Canal south of I-20.	FEMA/City	Awaiting FEMA Phase I approval. USACE permitting underway.
Crosley Street Rehabilitation	Mill & Overlay with sidewalk replacement, from Trenton St. to N. 7th Street.	Urban Systems (80/20)	Design Phase.
New Drago Sanitary Sewer Lift Station	New sanitary sewer lift station to replace Drago LS. Funding from Capital Outlay and La Water Sector Program.	WSP/LaFPC/ City	Reviewing Rate Study.
New Austin Sanitary Sewer Lift Station	New sanitary sewer lift station to replace Austin LS.	EDA/City	Design Phase.
North 7th Street Bicycle/Pedestrian Path (Arkansas Rd to Otis St)	Construction of 10' wide concrete path along the east side of North 7th Street.	FHWA Rec Trails Prog/City	Design 90%. Final plan with City review underway. Irrigation changes to be incorporated.
McMillan Rd. Sidewalks (LaDOTD Safe Routes to Public Places Program)	New sidewalks along the south side of McMillan Road, from Hilton Street to the library.	LaDOTD/City	95% Final Design
Downtown - Trenton/Wood Sewer	Sewer line improvements.	City	Timing to solicit proposals again to be determined.
Mid-City Drainage (Fed Approp/FEMA-PDM)	Drainage improvements between Trenton Street and Black Bayou Canal. (\$2.4m Award)	FEMA/City	Environmental Assessment / Preliminary Design.
Trenton Corridor Bike/Ped and Utilities (Fed Approp/LaDOTD)	Bury utilities and construct bike/ped path along Trenton St, from Otis St to Bridge St. (\$5.0m Award)	FEMA/City	CEA executed. Engineering contract pending.
2023 DOTDTAP: N 6th Street Sidewalks	Construction of sidewalks along N 6th Street, from WMHS to Clayton Street.	LaDOTD/City	Survey Complete. 60% preliminary plans in progress.
Black Bayou Pump Station - Pump Replacement	Replacement of pumps.	FEMA/City	\$5M application has been endorsed by GOHSEP (State) and forwarded to FEMA for consideration.

Project Classifications

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

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



**JULY 2, 2024
WEST MONROE CITY COUNCIL MEETING
ENGINEERING UPDATE
L&A, INC. PROJECT NO. 24E038.00**

Kiroli Walk Trail Improvements – City Project No. C22002

- Preparing Construction Plans for walking trail portion, plans are approximately 90% complete, submit to State office soon
- Tennis Court portion of the project bid May 14 & Ryan Watson Construction was the low Base Bid at \$120,000. State office has approved moving forward with construction

Sunshine Heights Drainage Improvements – City Project No. C22024

- Preparing construction plan set, plans are approximately 75% complete

Natchitoches Street Cross Drain Replacement – City Project No. C23007

- Substantially complete

North 3rd Street Improvements – City Project No. C23013

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

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

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

Gulpha Drive Ditch Stabilization

- Working on plan and estimating costs for ditch stabilization options

Downing Pines Roadside Ditch Stabilization

- Working on plan and estimating costs for ditch stabilization options

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

- Amethyst Construction was low bidder at \$139,561.00
- Held preconstruction conference today, Construction begin July 8

City Street Evaluation & Report

- Inspecting streets for updated evaluation

Class Street Sewer Lift Station

- Preliminary engineering, discussions with public works

Otis Street Fire Station Driveway Repair

- Preliminary field survey/LA One Call, Preliminary engineering & discussions with public works