

# Notice of:

# BOARD OF ALDERMEN REGULAR MEETING Tuesday, June 04, 2024 at 6:00 PM Council Chambers, City Hall, 2305 North 7th Street, West Monroe

# AGENDA

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

#### **NOTICE/MINUTES**

#### Call to order/Verification of Attendance

#### **Motion to Approve Minutes**

1) Motion to approve the minutes of the May 21, 2024 Regular Council Meeting.

#### **Recognitions/Presentations**

#### **Mayor's Review**

#### **Community Announcements**

#### ADMINISTRATION/FINANCE

- 2) **Resolution** to honor the memory of William F. "Bill" Russell by designating a portion of Constitution Drive as "Bill Russell Memorial Drive".
- 3) Ordinance to authorize an updated Cooperative Endeavor Agreement with the Northeast Louisiana Economic Alliance (NELEA).
- **<u>4</u>**) **Resolution** to appoint an Official Journal for the fiscal year of July 1, 2023 to June 30, 2024.

#### **BUILDING AND DEVELOPMENT**

- 5) Ordinance to rezone property located at 103 Frantom Lane, West Monroe, from O-L (Open Land) District to R-1 (Single Family Residential) District. Assessor parcel #41217 & #130181. James A. McIntosh, applicant. Received a favorable recommendation by the Planning Commission.
- 6) Ordinance to rezone multiple properties located on the North Side of Frantom Lane, West Monroe, from R-2 (Multiple Family Residential) and O-L (Open Land) District to R-1 (Single Family Residential) District. West Monroe Planning Commission and City of West Monroe, applicants. Jordan Taylor and Kemper Baugh, located at 101 Frantom Lane (Assessor #134742 and #138233); Michael Harold and Breanna Foret, located at 105 Frantom Lane (Assessor #134902); John Robert Frantom, III, located at 107 Frantom Lane (Assessor #40286 and #130543); Robert Scott Antley, et al., located at 113 Frantom Lane (Assessor #40289); Shirley Marteal B Antley, located at 113 Frantom Lane (Assessor #38956, #38978, #38990, and #38993); Robert Kirk and Deborah J. P. Cannon, located at 117 Frantom Lane (Assessor #58001 and #66139); and Forsythe Group (Fee) and Home Properties & Rentals and Cobey Robinson (2015 Tax 45%), located at 3708 Cypress Street (Assessor #40156). Received a favorable recommendation by the Planning Commission.

7) Resolution to authorize execution of Letter of Intent to sell certain property (ponds south of Ike Hamilton Pavilion) to Warhawk Enterprises, LLC (W. Joseph Trappey, III and James Reneau).

#### **PUBLIC WORKS**

**COMMUNITY SERVICES** 

#### PARKS AND RECREATION

#### POLICE/FIRE

WMFD

WMPD

#### **ENGINEERING/CONSTRUCTION PROJECTS**

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

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 (Amethyst Construction, Inc.: \$139,561.00).

9) Phillips St Water Main Improvements - (CWEF FY2021-2022) - City Project #000201

Authorize solicitation for bids (estimated cost: \$110,000).

10) <u>Constitution Drive: Infrastructure Improvements to a Commercial Parkway Project</u> (<u>CIF)(DRA</u>) - 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" (estimated total project cost of \$1,161,355.00, with the requested grant amount being \$871,016.00 and a \$290,339.00 contribution by the City - 25% of the total project cost).

11) <u>Cotton Street Utility Improvements: Pine Street to Wood Street (SEDAP)(DRA)</u> - City Project #000312

**Ordinance** to authorize an application for a States' Economic Development Assistance Program (SEDAP) grant from the Delta Regional Authority for the project "Cotton Street Utility Improvements: Pine Street to Wood Street" (estimated total project cost of \$721,593.00, with the requested grant amount being \$500,000.00 and a \$221,593.00 contribution by the City - 31% of the total project cost).

12) Project Updates

S.E. Huey Co.

Lazenby & Associates, Inc.

## **PUBLIC COMMENTS/OTHER BUSINESS**

13) West Monroe Fire Department May Fire Report.

#### ADJOURN

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



# BOARD OF ALDERMEN REGULAR MEETING

Tuesday, May 21, 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 Ben Westerburg. The Pledge of Allegiance was led by Alderman Polk Brian.

#### **Motion to Approve Minutes**

Motion to approve the minutes of the May 7, 2024 Regular Council Meeting.

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

#### ADMINISTRATION/FINANCE

<u>Ordinance 5323</u>: Introduce 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.

Motion made by Westerburg, Seconded by Hamilton.

<u>Ordinance 5324</u>: Introduce 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.

Motion made by Buxton, Seconded by Hamilton.

#### LEGAL

<u>Ordinance 5325</u>: Ordinance to ratify acceptance of a Donation of a tract of immovable property and a Grant of Rights of Way from Autobody Specialist, Inc. for the New Drago Street Sewer Lift Station project.

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

Ordinance 5326: Introduce Ordinance to sell surplus scoreboards to Good Hope Middle School.

Motion made by Buxton, Seconded by Hamilton.

#### ENGINEERING/CONSTRUCTION PROJECTS

Trenton Street Shared-Use Path - State Project #H.015660 - City Project #000218

Ordinance 5327: Ordinance to authorize execution of a contract with S.E. Huey Co. for Engineering Services.

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

Otis Street Rehabilitation - State Project #H.013518 - City Project #000145

Authorize Change Order No. 8 (- \$92,657.29 + 0 days) with Amethyst Construction, Inc. subject to the availability of City funds and DOTD approval of the Change Order and DOTD funding of their share of the Change Order.

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

McMillan Road Sanitary Sewer Lift Station Improvements - City Project #CP0087

Authorize City Clerk to advertise for bids (estimated cost: \$175,000.00).

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

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

Authorize invitation to contractors to submit letter bids for the project (estimated construction cost: \$90,000).

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

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

<u>Ordinance 5328</u>: Review submitted bids and TBA'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 (recommended bid to accept: base bid of Ryan Watson Construction of \$120,000.00).

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

#### Kiroli Park Sunken Gardens - City Project #AARP

ADD TO AGENDA: Ordinance to authorize acceptance of Community Challenge Grant from AARP, and to authorize the execution of the associated Memorandum of Understanding (\$20,000 from AARP for the "sunken gardens" project at Kiroli Park).

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

#### Kiroli Park Sunken Gardens - City Project #AARP

<u>Ordinance 5329</u>: Ordinance to authorize acceptance of a Community Challenge Grant from AARP, and to authorize the execution of the associated Memorandum of Understanding (\$20,000 from AARP for the "sunken gardens" project at Kiroli Park.

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

ATTEST:

**CINDY EMOR** CITY CLERK

APPROVED:

STACI ALBRITTON MITCHELL MAYOR

#### CITY OF WEST MONROE

RESOLUTION NO.

MOTION BY:

SECONDED BY:

A RESOLUTION TO BOTH HONOR AND TO MEMORIALIZE BILL RUSSELL, A NATIVE OF THE CITY OF WEST MONROE, AS ONE OF THE MOST SUCCESSFUL AND DECORATED ATHLETES IN SPORTS HISTORY BY DESIGNATING A PORTION OF CONSTITUTION DRIVE AS THE "BILL RUSSELL MEMORIAL DRIVE"; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, William Felton "Bill" Russell, who was born in West Monroe, Louisiana, on February 12, 1934, and who lived in West Monroe until the age of 15, is known as one of the most successful and decorated athletes in sports history; and

WHEREAS, even a summary of the highlights of the life and many accomplishments of Bill Russell again reminds all of us of his dedication and his determination in becoming one of the greatest basketball players ever, and of his efforts in challenging racism whenever he saw it; and

WHEREAS, although Bill Russell often avoided personal recognition, we believe he would not object to this recognition as a remembrance of all that he accomplished throughout his lifetime.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the portion of Constitution Drive beginning at the eastern entrance of the Downing Pines underpass and extending to the intersection of Constitution Drive with Mane Street shall hereafter be known and designated as the "BILL RUSSELL MEMORIAL DRIVE".

The above resolution was read and considered by sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened on the 4<sup>th</sup> day of June, 2024, voted on by yea and nay vote, passed and adopted, the final vote being as follows:

YEA:		
NAY:		
NOT VOTING:	 	 
ABSENT:		

ATTEST:

APPROVED THIS 4TH DAY OF JUNE, 2024

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

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

#### CITY OF WEST MONROE

ORDINANCE NO.

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

SECONDED BY:

# AN ORDINANCE TO AUTHORIZE EXECUTION OF AN UPDATED COOPERATIVE ENDEAVOR AGREEMENT WITH THE NORTHEAST LOUISIANA ECONOMIC ALLIANCE; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the Northeast Louisiana Economic Alliance, a corporation authorized by and acting pursuant to the provisions of the statutes of the State of Louisiana governing non-profit corporations, is responsible for fostering the growth of industry and other commercial enterprises in Northeast Louisiana that will contribute to the overall improvement of the economy of the state; and

WHEREAS, the City of West Monroe has an interest in promoting economic development in the City of West Monroe and in Northeast Louisiana, and has determined that establishing and thereafter continuing a cooperative endeavor with the Northeast Louisiana Economic Alliance will benefit the development of business in the whole Northeast area of Louisiana, which means economic growth and revenue throughout the area, including the direct benefits to the City of West Monroe.

NOW, THEREFORE,

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, be and she is hereby authorized to enter into a Cooperative Endeavor Agreement with the Northeast Louisiana Economic Alliance, with a copy of the proposed Cooperative Endeavor Agreement attached as Exhibit A.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, be and she is hereby authorized to further negotiate and to provide for all such further terms and provisions as she deems either necessary or beneficial, and thereafter to fulfill the obligations of the City of West Monroe.

The above Ordinance was read and considered by sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, this

Item 3)

4<sup>th</sup> day of June, 2024, the final vote being as follows:

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



#### **COOPERATIVE ENDEAVOR AGREEMENT**

**BE IT KNOWN**, that in the presence of the undersigned competent witnesses, personally came and appeared:

**CITY OF WEST MONROE**, hereinafter sometimes "**CITY**", represented by Staci Albritton Mitchell, duly authorized Mayor

and

**NORTHEAST LOUISIANA ECONOMIC ALLIANCE**, hereinafter sometimes "**NELEA**", represented by Amanda Hatten Edge, duly authorized so to act by Resolution of its Board of Directors,

WHEREAS, **NELEA**, a corporation authorized by and acting pursuant to the provisions of the statutes of the State of Louisiana governing non-profit organizations, is responsible for fostering the growth of industry and other commercial enterprises in Northeast Louisiana that will contribute to the overall improvement of the economy of the state.

WHEREAS, the CITY has an interest in promoting economic development in the CITY of West Monroe and Northeast Louisiana, and has determined that a cooperative endeavor with the **NELEA** will benefit the development of business in the whole Northeast area of Louisiana which means economic growth and revenue.

The **CITY** and the **NELEA** do hereby state and declare that in consideration of the potential economic growth and development which will increase revenue and jobs in Northeast Louisiana due to the cooperative collaborations between the participants in the **NELEA** as follows:

NELEA shall throughout the year 2024, and thereafter:

1. Promote and market all parishes and communities of northeast Louisiana, to encourage job creation and capital investment throughout the area, including the **CITY**.

a. Efforts of **NELEA** will include both work with existing employers in the region as identified/needed and work with prospective employers considering locating in the region for first time.

b. **NELEA** shall follow its neutral protocols and provide updates on projects which are considering the **CITY**, Ouachita Parish, or the vicinity. In the case of the **CITY**, the ongoing point of contact will be Mayor Staci Albritton Mitchell, or her designated representative.

2. Shall provide support and advice as needed on prospect situations that the **CITY** is pursuing with and through the **NELEA** efforts and/or any developed through the **CITY**'s own channels and contacts.

3. Assist the **CITY** Downtown Manager, Adrienne LaFrance-Wells, with advice and business research in promoting downtown development

4. Provide regular periodic reporting to the **CITY** on progress of **NELEA** marketing efforts including regular direct meetings with Mayor Mitchell (minimum of 4 times a year) and public updates to the Board of Aldermen (at meetings of the Board of Aldermen, if requested) at least 2 times a year.

5. Provide access to research and communications expertise along with business development (prospect) capabilities.

6. Ensure that the Mayor, members of the Board of Aldermen, and all appropriate professional staff are included in ongoing **NELEA** communications, activities and events as a benefit of being an investor in the **NELEA**.

The **CITY** shall:

1. Contribute the sum of Ten Thousand and no/100 (\$10,000.00) Dollars for the operations and assessments of **NELEA**, to be disbursed to **NELEA** upon request.

THIS COOPERATIVE ENDEAVOR AGREEMENT executed in duplicate original by the CITY OF WEST MONROE on this \_\_\_\_\_day of June, 2024.

WITNESSES:

CITY OF WEST MONROE

Printed Name:\_\_\_\_\_

By:

STACI ALBRITTON MITCHELL, Mayor

Printed Name:\_\_\_\_\_

THIS COOPERATIVE ENDEAVOR AGREEMENT executed in duplicate original by the NORTHEAST LOUISIANA ECONOMIC ALLIANCE on this \_\_\_\_\_day of June, 2024.

By:

WITNESSES:

#### NORTHEAST LOUISIANA ECONOMIC ALLIANCE

Printed Name:\_\_\_\_\_

\_\_\_\_\_

AMANDA HATTEN EDGE, Chair of Board of Directors

Printed Name:	
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#### CITY OF WEST MONROE

RESOLUTION NO.

MOTION BY:

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

#### A RESOLUTION TO SELECT THE OFFICIAL JOURNAL FOR THE CITY OF WEST MONROE, LOUISIANA FOR THE FISCAL YEAR OF JULY 1, 2024 TO JUNE 30, 2025; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, R.S. 43:141 requires that at the first of the meeting in June of each year, a municipal corporation such as the City of West Monroe, Louisiana is required to select a newspaper as the official journal for a term of one year;

WHEREAS, R.S. 43:145 requires that municipal corporations shall select an official journal which is published in an office physically located within its municipal boundaries, if a newspaper as defined in R.S. 43:140(3) is published therein; and

WHEREAS, The Ouachita Citizen is a newspaper as defined in R.S. 43:140(3), and maintains its office within the municipal boundaries of the City of West Monroe, Louisiana; and

WHEREAS, The Ouachita Citizen has submitted its bid to serve as the official journal for the City of West Monroe, Louisiana, for the fiscal year of July 1, 2024 to June 30, 2025, which bid is attached as Exhibit A.

NOW, THEREFORE:

SECTION 1. BE IT RESOLVED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that The Ouachita Citizen is designated as the official journal for the City of West Monroe, Louisiana, for the fiscal year of July 1, 2024 to June 30, 2025, in accordance with the provisions of that bid submitted and attached as Exhibit A.

The above Resolution 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 4<sup>th</sup> day of June, 2024, the final vote being as follows:

YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	
	APPROVED THIS 4TH DAY OF JUNE, 2023

12



The Ouachita ITIZEN

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

June 2, 2024

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

Dear Members of the Board of Aldermen:

Please accept this correspondence as *The Ouachita Citizen's* bid to serve as the Official Journal for the City of West Monroe for the period beginning July 1, 2024, and ending June 30, 2025.

*The Ouachita Citizen* is prepared to publish the public notices your office is required to publish at a cost of \$5.00 per each two-column by one-inch square, which represents a cost of \$2.50 per column inch, or about \$1.25 per 100 words.

*The Ouachita Citizen's* bid does not exceed the statutory maximum rate set by Louisiana Revised Statute 43:147. *The Ouachita Citizen* meets the qualifications set by Louisiana Revised Statute 43:142.

It should be noted *The Ouachita Citizen's* bid to serve as the Official Journal for the City of West Monroe is **LESS** than the maximum rate allowed under Louisiana law. It also should be noted *The Ouachita Citizen* publishes the public notices of the governing bodies it serves as the Official Journal on the newspaper's web site at www.ouachitacitizen.com and at www.publicnoticeads.com. We publish those public notices online at **NO CHARGE** to governing bodies we serve. It should be noted as well that *The Ouachita Citizen* will provide the City of West Monroe with a notarized affidavit for each public notice the City of West Monroe publishes in *The Ouachita Citizen*, and *The Ouachita Citizen* will provide the notarized affidavits at **NO ADDITIONAL CHARGE** to the City of West Monroe. Some newspapers charge as much as \$15 for each notarized affidavit, but *The Ouachita Citizen* provides this service for **FREE**.

As a family owned and locally owned newspaper that has served the people of Ouachita Parish since 1924, we take very seriously being named the Official Journal of the various governing bodies that choose *The Ouachita Citizen* as their Official Journal. Having said that, it is our hope the City of West Monroe will choose *The Ouachita Citizen* as its Official Journal once again.

In closing, I want to thank you in advance for your time and your consideration, and please know that we look forward to serving you in the future.

Yours truly,

Sam A. Hanna, Jr. Publisher

#### 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 103 FRANTOM STREET, WEST MONROE, LOUISIANA (ASSESSOR PARCEL #41217 AND #130181), AS MORE PARTICULARLY DESCRIBED ON THE ATTACHED EXHIBIT "A", PURSUANT TO THE APPLICATION OF JAMES A MCINTOSH, SO AS TO RE-ZONE SAID PROPERTY FROM A O-L (OPEN LAND) DISTRICT TO A R-1 (SINGLE FAMILY RESIDENTIAL) DISTRICT; TO AUTHORIZE AND DIRECT THE CITY ENGINEER OF THE CITY OF WEST MONROE, LOUISIANA, OR OTHER PERSON ACTING IN LIEU THEREOF AT THE DESIGNATION OF THE MAYOR, TO DO AND PERFORM ANY AND ALL THINGS NECESSARY TO CARRY OUT THE FOREGOING AND PARTICULARLY TO NOTE THE AMENDMENTS ON THE ZONING MAP OF THE CITY OF WEST MONROE AS HEREIN ENACTED; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

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

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

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

NOW, THEREFORE,

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-zone103 Frantom Lane (assessor parcel#41217 and#130181), West Monroe, Louisiana, as more particularly described on the attached Exhibit "A", from a O-L (Open Land) District to a R-1 (Single Family Residential) District pursuant to the application of James A McIntosh.

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 4th day of June, 2024, the final vote being as follows:

YEA:	 	 
NAY:		
NOT VOTING:	 	
ABSENT:	 	 
ATTEST:		

APPROVED THIS 4TH DAY OF JUNE, 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: 103 FRANTOM LANE WEST MONROE, LOUISIANA 71291

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

#### 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 PROPERTIES SHOWN, AS TITLED IN THE NAME OF JORDAN TAYLOR AND KEMPER BAUGH LOCATED AT 101 FRANTOM LANE (ASSESSOR #134742 AND #138233), MICHAEL HAROLD AND BREANNA FORET LOCATED AT 105 FRANTOM LANE (ASSESSOR #134902), JOHN ROBERT FRANTOM, III, LOCATED AT 107 FRANTOM LANE (ASSESSOR #40286 AND #130543), ROBERT SCOTT ANTLEY, ET AL. LOCATED AT 113 FRANTOM LANE (ASSESSOR #40289), SHIRLEY MARTEAL B ANTLEY LOCATED AT 113 FRANTOM LANE (ASSESSOR #38956, #38978, #38990, AND #38993), ROBERT KIRK AND DEBORAH J. P. CANNON LOCATED AT 117 FRANTOM LANE (ASSESSOR #58001 AND #66139), FORSYTHE GROUP (FEE) AND HOME PROPERTIES & RENTALS AND COBEY ROBINSON (2015 TAX 45%) LOCATED AT 3708 CYPRESS STREET (ASSESSOR #40156) WEST MONROE, LOUISIANA, AS MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT "A", PURSUANT TO THE APPLICATION OF THE WEST MONROE PLANNING COMMISSION AND THE CITY OF WEST MONROE, SO AS TO RE-ZONE EACH OF SAID PROPERTIES FROM A R-2 (MULTIPLE FAMILY RESIDENTIAL) DISTRICT TO A R-1 (SINGLE FAMILY RESIDENTIAL) DISTRICT; TO AUTHORIZE AND DIRECT THE CITY ENGINEER OF THE CITY OF WEST MONROE, LOUISIANA, OR OTHER PERSON ACTING IN LIEU THEREOF AT THE DESIGNATION OF THE MAYOR, TO DO AND PERFORM ANY AND ALL THINGS NECESSARY TO CARRY OUT THE FOREGOING AND PARTICULARLY TO NOTE THE AMENDMENTS ON THE ZONING MAP OF THE CITY OF WEST MONROE AS HEREIN ENACTED: AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

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

WHEREAS, the West Monroe Municipal Planning Commission, acting as the municipal zoning commission for the City of West Monroe, Louisiana, has held a public hearing pursuant to

written application and notice in accordance with law, and has made a recommendation to the Board

of Aldermen of the City of West Monroe; and,

WHEREAS, the Mayor and Board of Aldermen of the City of West Monroe have held a

public hearing and given public notice to the extent required by law;

NOW, THEREFORE,

<u>SECTION 1</u>. 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 those properties shown as titled in the names of Jordan Taylor and Kemper Baugh located at 101 Frantom Lane (assessor #134742 and #138233), Michael Harold and Breanna Foret located at 105 Frantom Lane (assessor #134902), John Robert Frantom, III, located at 107 Frantom Lane (assessor #40286 and #130543), Robert Scott Antley, et al. located at 113 Frantom Lane (assessor #38956, #38978, #38990, and #38993), Robert Kirk and Deborah J. P. Cannon located at 117 Frantom Lane (assessor #58001 and #66139), Forsythe Group (FEE) and Home Properties & Rentals and Cobey Robinson (2015 Tax 45%) located at 3708 Cypress Street (assessor #40156), all in West Monroe, Louisiana, as more particularly shown on the attached Exhibit "A", each from a R-2 (Multiple Family Residential) and an O-L (Open Land) District to a R-1 (Single Family Residential) District pursuant to the application of the West Monroe Planning Commission and 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 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 4th day of June, 2024, the final vote being as follows:

YEA:		 
NAY:	 	 
NOT VOTING:	 	
ABSENT:		

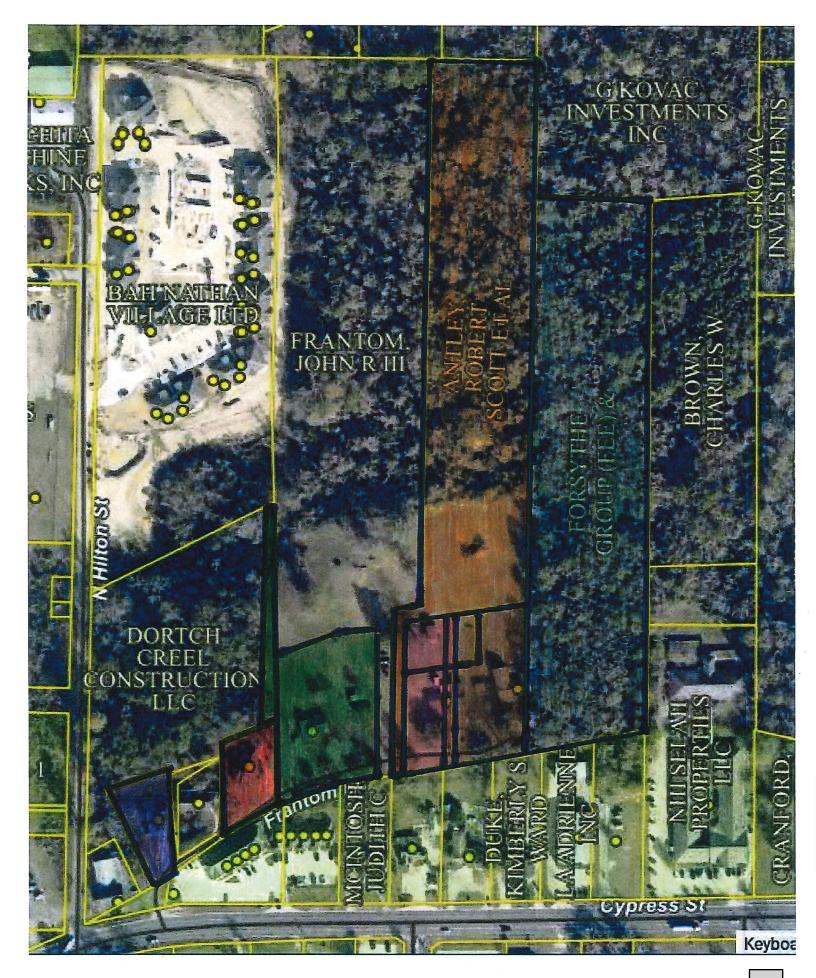
ATTEST:

APPROVED THIS 4TH DAY OF JUNE, 2024

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

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





#### CITY OF WEST MONROE

RESOLUTION NO.

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

SECONDED BY:

RESOLUTION TO AUTHORIZE EXECUTION OF A LETTER OF INTENT TO SELL THAT PROPERTY GENERALLY DESCRIBED AS THE PONDS LOCATED IMMEDIATELY TO THE SOUTH OF THE IKE HAMILTON PAVILION TO WARHAWK ENTERPRISES, LLC, SUBJECT TO CERTAIN CONDITIONS; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT RESOLVED 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, be and she is hereby authorized to execute a Letter of Intent to sell that property generally described as the ponds located immediately to the south of the Ike Hamilton Pavilion to Warkhawk Enterprises, LLC, subject to certain conditions, all as more particularly described in that copy of the Letter of Intent attached as Exhibit A.

SECTION 2. BE IT FURTHER RESOLVED 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, be and she is hereby authorized to further negotiate and to provide for all such further terms and provisions as she deems either necessary or beneficial, and thereafter to fulfill the obligations of the City of West Monroe.

The above Resolution was read and considered by sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, this 4<sup>th</sup> day of June, 2024, the final vote being as follows:

YEA:	 	
NAY:	 	
NOT VOTING:	 	
ABSENT:	 	
ATTEST:		

# APPROVED THIS 4TH DAY OF JUNE, 2024

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

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

June \_\_\_\_\_, 2024



Warhawk Enterprises LLC Attn: W. Josephy Trappey, III and James Reneau 3820 Cypress Street West Monroe La, 71291

RE: Louisiana Letter of Intent for Warhawk Enterprises, LLC

Dear Mr. Trappey and Mr. Reneau:

The City of West Monroe ("City") is providing this nonbinding letter of intent to Warhawk Enterprises, LLC ("Company") for the proposed purchase of three tracts of property owned by the City for development as an outdoor recreation park in West Monroe, Louisiana ("Project"). We thank you for the opportunity to learn about your Company's strategic plan and future growth potential in West Monroe. While the final details of the Project and the obligations of the City and the Company have not been finalized, this Letter of Intent seeks to set forth the broad overlay of the City's intent and the Company's responsibilities so that a formal Purchase Agreement can be negotiated between the parties while showing that the City is committed to assisting in the progress of the Company's Project.

The City intends to sell to Company the parcels of property described in the attached Exhibit "A" for the price of \$270,000.00. The City will conduct a survey, at the City's cost, to determine several small exceptions of property from Parcels II and III which are needed for maintaining access to additional tracts owned by the City, maintaining an area which has previously been designated as an emergency debris burn area by DEQ, and limiting public access to wells maintained by the City. The City will provide preliminary plat drafts to the Company so that the Company may provide input during the survey process.

The City will cooperate fully with the Company's attempts with Wetlands Unlimited, LLC to lessen or remove any mitigation covenants or development restriction related to the environmental status of the properties being conveyed. All costs for services provided will be borne by the Company.

The sale from the City will be contingent upon a construction schedule for the Project and a zoning change of the parcels; those items will be established once the Company's plans are finalized and reviewed by the City. Additionally, the Company will be required to fence the perimeter of the properties and allow paid public access to the Project.

We look forward to continuing our discussions and hope we can accommodate your business needs. Upon your acceptance of this Letter of Intent, my office will begin preparing an official purchase agreement which will include, in more detail, the stipulations and conditions set forth in this Letter of Intent. The City of West Monroe is committed to supporting the long-term success of your Company within the City and providing a platform for the future growth of Warhawk Enterprises, LLC.

Sincerely,

Staci Albritton Mitchell Mayor

#### Exhibit "A"

#### Parcel I -

Description of a tract of land situated in the NE1/4 of SE1/4 and the SE1/4 of NE1/4 and the SW1/4 of NE1/4 of Section 32, Township 18 North, Range 3 East, Ouachita Parish, Louisiana, being more particularly described as follows:

BEGIN at a found 1-1/2" iron pipe accepted as the southwest corner of said SW1/4 of NE1/4 of Section 32 and the POINT OF BEGINNING; thence, run N00°08'59"E, along the west line of said SW1/4 of NE1/4, a distance of 190.09 feet, thence, run N79°59'10"E, a distance of 567.53 feet; thence, run N34°10'48"E, a distance of 599.66 feet; thence, run N89°50'09"E, a distance of 141.31 feet; thence run S55°16'50"E, a distance of 519.71

feet; thence, run N79°59'10"E, a distance of 359.89 feet; thence, run in a southerly direction, along a curve to the left, said curve having a radius of 1030.00 feet (the chord of which bears S30°17'25"E, 37.69 feet) for an arc distance of 37.69 feet; thence, run S31°20'19"E, a distance of 265.20 feet; thence, run in a southeasterly direction, along a curve to the right, said curve having a radius of 1970.00 feet (the chord of which bears S30°47'57"E, 37.11 feet) for an arc distance of 37.11 feet; thence, run S59°44'26"W, a distance of 200.00 feet; thence, run S25°21'34"E, a distance of 473.27 feet, to a point 30.00 feet northerly of the centerline of Exchange Road (formerly Old Natchitoches Road); thence, run S69°56'06"W, parallel to the centerline of Exchange Road, a distance of 102.92 feet; thence, run S71°23'55"W, parallel to the centerline of Exchange Road, a distance of 151.11 feet; thence, run S66°13'26"W, parallel to the centerline of Exchange Road, a distance of 280.19 feet; thence, run N09°44'05"W, a distance of 474.99 feet, to the south line of said SE1/4 of NE1/4 of Section 32; thence, run S89°50'10"W, along the south line of said SE1/4 of NE1/4 of Section 32, a distance of 120.00 feet, to the southeast corner of said SW1/4 of NE1/4 of Section 32; thence, run S89°50'10"W, along the south line of said SW1/4 of NE1/4, a distance of 1328.45 feet, back to the POINT OF BEGINNING and containing 25.273 acres of land, more or less.

#### Parcel II

Lot 14 of West Monroe Commercial Park Subdivision in Section 29, 32, and 33, Township 18 North, Range 3 East, Ouachita Parish, Louisiana, as recorded in Plat Book 19, Page 143, records of Ouachita Parish, Louisiana.

#### Parcel III

Description of a tract of land situated in Section 32, Township 18 North, Range 3 East, Ouachita Parish, Louisiana and being more particularly described as follows:

Commence at a found 1 1/2" iron pipe at the Southeast corner of the northwest 1/4 of the southeast 1/4 of Section 32, Township 18 North, Range 3 East, Ouachita Parish, Louisiana; thence, run N00°11'21"E, along the east line of said northwest 1/4 of the southeast 1/4, a distance of 863.17 feet, to a set 1/2" iron rod and the **POINT OF BEGINNING**; thence, run S62°33'19"W, a distance of 650.00 feet, to a set 1/2" iron rod; thence, run N31°16'29"W, a distance of 675.28 feet, to a set 1/2" iron rod; thence, run N00°09'28"E, a distance of 180.00 feet, to a set 1/2" iron rod; thence, run N00°09'28"E, a distance of 180.00 feet, to a set 1/2" iron rod on the north line of said northwest 1/4 of the southeast 1/4 ; thence, run N89°50'10"E, along the north line of said northwest 1/4 of the southeast 1/4, a distance of 928.44 feet, to the Northeast corner of the northwest 1/4 of the southeast 1/4 (from whence a found 1/2" iron rod bears S00°11'21"W, 19.00'); thence, run S00°11'21"W, along the east line of said northwest 1/4, a distance of 460.23 feet back to the **POINT OF BEGINNING**, and containing 11.849 acres of land, more or less, and being subject to any rights-of-way or servitudes, whether in use or of record.

#### 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 AMETHYST CONSTRUCTION, INC. FOR \$120,964.35; AND THEREAFTER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AMETHYST CONSTRUCTION, INC., FOR CERTAIN CONSTRUCTION SERVICES IN CONNECTION WITH THE PROJECT KNOWN AS "SEWER POINT REPAIR SOUTH 5TH STREET" 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 "Sewer Point Repair South 5th Street" project, being the bid of Amethyst Construction, Inc. in the amount of \$139,561.00.

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 Amethyst Construction, Inc., for certain construction services in connection with the "Sewer Point Repair South 5th Street" 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 4th day of June, 2024, the final vote being as follows:

YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	
	APPROVED THIS 4TH DAY OF JUNE, 2024

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

C:\Users\cemory\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\C5S4EZ4K\Ord inance accept award Sewer Point Repair South 5th St.wpd



#### SECTION 00 51 00

#### NOTICE OF AWARD

Amethyst Construction Inc.
215 Industrial Parkway
West Monroe, LA 71291
Sewer Point Repairs
South 5th Street
West Monroe, Louisiana
L & A, Inc. Project No. 24E055.00

You are notified that your Bid dated May 29, 2024 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract.

The Contract Price of your Contract is One Hundred Thirty Nine Thousand Five hundred Sixty One and 00/XX Dollars (\$139,561.00). This Contract Price is as determined from Unit Prices submitted in your Bid for the various construction items.

Four (4) copies of each of the proposed Contract Documents (except Drawings) will be delivered separately. Three (3) sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award:

- Deliver to the OWNER Four (4) fully executed counterparts of the Contract Documents. 1.
- Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the 2. Instructions to Bidders (Article 20), General Conditions (paragraph 5.01) and Supplementary Conditions (paragraph SC-5.01.B).
- Return an acknowledged copy of this Notice of Award to the OWNER. 3.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default and to annul this Notice of Award. Within ten days after you comply with the above conditions, the OWNER will return to you counterparts of the Contract Documents for execution.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

OWNER: City of West Monroe

BY:

Staci Albritton Mitchell TITLE: Mayor

#### ACCEPTANCE OF NOTICE

Receipt of the NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_, on this the \_\_\_\_\_ day of \_\_\_\_\_\_, 2024.

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

NAME:

TITLE:

#### SECTION 00 52 43

#### AGREEMENT FORM - UNIT PRICE

THIS AGREEMENT is by and between \_\_\_\_\_ City of West Monroe

(hereinafter called OWNER) and \_\_\_\_\_

(hereinafter called CONTRACTOR).

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

#### **ARTICLE 1 - WORK**

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

Gravity sewer main point repair, manhole rehabilitation, reconnect sewer services, and concrete pavement patching.

#### **ARTICLE 2 - THE PROJECT**

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

Sewer Point Repair South 5th Street West Monroe, Louisiana

#### **ARTICLE 3 - ENGINEER**

3.01 The Project has been designed by:

Lazenby & Associates, Inc. 2000 North 7<sup>th</sup> Street West Monroe, LA 71291

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

#### **ARTICLE 4 - CONTRACT TIMES**

#### 4.01 *Time of the Essence*

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

#### 4.02 Days to Achieve Substantial Completion and Final Payment

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

#### 4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER  $\frac{$240.00}{100}$  for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER  $\frac{$240.00}{200}$  for each day that expires after the time specified in paragraph 4.02 for complete and ready for final payment until the Work is completed and ready for final payment.

#### **ARTICLE 5 - CONTRACT PRICE**

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 5.01.A below:

A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

#### **ARTICLE 6 - PAYMENT PROCEDURES**

#### 6.01 Submittal and Processing of Payments

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

#### 6.02 Progress Payments; Retainage

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

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

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the work completed, less the aggregate of payments previously made, less retainage as shown below, and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

- a. Retainage withheld shall be ten percent (10%) for contract amounts of less than fivehundred thousand dollars (\$500,000.00).
- b. Retainage withheld shall be five percent (5%) for contract amounts of five-hundred thousand dollars (\$500,000.00) or more.

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to <u>100</u>% of the Work completed, less retainage, and less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less <u>100</u>% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion

6.03 Final Payment

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

#### **ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS**

7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

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

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### **ARTICLE 8 - CONTRACT DOCUMENTS**

- 8.01 Contents
  - A. The Contract Documents consist of the following:
    - 1. This Agreement (pages 1 to 7, inclusive);
    - 2. Performance Bond (pages 1 to 4, inclusive);
    - 3. Payment Bond (pages 1 to 4, inclusive);
    - 4. General Conditions (pages 1 to 42, inclusive);
    - 5. Supplementary Conditions (pages 1 to 11, inclusive);
    - 6. Specifications as listed in the table of contents of the Project Manual;

7. Drawings consisting of a cover sheet and plan sheets, inclusive, with each sheet bearing the following general title: Sewer Point Repair South 5th Street

- 8. Addenda (numbers \_\_\_\_\_ to \_\_\_\_, inclusive);
- 9. Exhibits to this Agreement (enumerated as follows):
  - a. Notice to Proceed (1 page);
  - b. CONTRACTOR's Bid (pages 1 to 4, inclusive);

10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Written Amendments;
- b. Work Change Directives;

#### c. Change Order(s).

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

#### **ARTICLE 9 - MISCELLANEOUS**

#### 9.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

#### 9.02 Assignment of Contract

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

#### 9.03 Successors and Assigns

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

#### 9.04 Severability

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on	, <u>2024</u> (which is the Effective Date of	
the Agreement).	CONTRACTOR:	
OWNER:		
City of West Monroe		
By: Staci Albritton Mitchell, Mayor	Ву:	
Staci Albritton Mitchell, Mayor		
[CORPORATE SEAL]	[CORPORATE SEAL]	
Attest	Attest	
Address for giving notices:	Address for giving notices:	
2305 North 7 <sup>th</sup> Street		
West Monroe, Louisiana 71291		
(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER- CONTRACTOR Agreement.)	License No(Where applicable) Agent for service of process:	
Designated Representative:	(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.) Designated Representative:	
Name: Staci Albritton Mitchell	Name:	
Title: <u>Mayor</u>	Title:	
Address: 2305 North 7 <sup>th</sup> Street	Address:	
West Monroe, Louisiana 71291		
Phone: (318) 396-2600	Phone:	
Facsimile:	Facsimile:	
END OF DOCU	JMENT	

#### SECTION 00 41 43

#### BID FORM – UNIT PRICE

PROJECT IDENTIFICATION:

Sewer Point Repair South 5th Street City of West Monroe Ouachita Parish, Louisiana L&A, Inc. Project No. 24E055.00

NAME AND ADDRESS OF BIDDER:

yst Construction, Inc Justrial Parkway Manroe, LA 71291

#### THIS BID IS SUBMITTED TO: City of West Monroe

City of West Monroe 2305 North 7<sup>th</sup> Street West Monroe, LA 71291

5.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

- 3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
  - 5. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
	May 28, 2024
	<u> </u>

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

Bid Form – Unit Price 00 41 43 - 1 C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

5. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Bidders may use numbers only when completing the bid form.

Bid Form – Unit Price 00 41 43 - 2

#### BASE BID

Item No.	Description	Quantity	Unit	Unit Price		Extension
1	Mobilization	100%	Lump Sum	25,000	Dollars Cents	\$25,000,00
2	8" PVC, SDR 35, Sewer Gravity Main	20	Linear Feet	2,500	Dollars Cents	#30,000,00
3	Rehabilitate Existing Manhole with Lining System	8	Vertical Feet	600	Dollars Cents	#4,800.00
4	Traffic Maintenance Aggregate	22	Cubic Yard	88 00	Dollars Cents	B1,936.00
5	Full Depth Patching of Jointed Concrete Pavement (12" Thick)	65	Square Yard	425	Dollars Cents	#27,625.00
6	Temporary Signs & Barricades	100%	Lump Sum	15,000	_Dollars _Cents	BI5,000.00
7	Final Clean-Up and Erosion Control	100%	Lump Sum	<u>4,800</u> 00	Dollars Cents	<sup>\$4</sup> 4,800.00
8	Reconnect Sewer Main to Manhole	1	Each	2,500	_Dollars _Cents	\$2,500.00
9	Install Sewer Sentries on Manholes	1	Each	3,500	_Dollars _Cents	M3,500-00
10	24" Reinforced Concrete Pipe	8	Linear Feet	550	Dollars Cents	¥4,400.00

## TOTAL OF BASE BID = $\underline{s} | \underline{39}, \underline{56} |, \underline{00}$

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

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

**6.01** Bidder agrees that the Work will be substantially complete within  $\underline{20}$  calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within  $\underline{30}$  calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

Bid Form – Unit Price 00 41 43 - 3 7.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on $M_{ay}$ 29, 2024.
State Contractor License No15099
If Bidder is:
<u>An Individual</u>
Name (typed or printed):
By: (SEAL)
(Individual's signature)
Doing business as:Business address:
Phone No.: FAX No.:
TRAC NO
<u>A Partnership</u>
Partnership Name:(SEAL)
By:
By: (Signature of general partner attach evidence of authority to sign)
Name (typed or printed):
Business address:
Phone No.: FAX No.:
<u>A Corporation</u>

Corporation Name: <u>Amethy st Construction</u>, <u>Inc</u> (SEAL) State of Incorporation: <u>Incuision</u> Type (General Business, Professional, Service, Limited Liability): <u>General Business</u> By: (Signature -- attach evidence of authority to sign)

Bid Form – Unit Price 00 41 43 - 4

Name (typed or printed): William E Holdman	
Title: Presid A (CORPORATE	SEAL)
Attest	
(Signature of Corporate Secretary)	
Business address: Amothest Construction, In	
Business address: Ametigs + Construction; In 215 Industrial Parkman, West Mennes, LA 71291 Phone No.: 318-397-9909 FAX No.: 318-397-1046	
Phone No.: <u>318-397-9909</u> FAX No.: <u>318-397-1046</u>	
Date of Qualification to do business is <u>June 1984</u> .	

END OF SECTION

Bid Form – Unit Price 00 41 43 - 5 ltem 8)

## 

## RESOLUTION

BE IT RESOLVED by the Board of Directors of Amethyst Construction, Inc., a corporation organized and existing under the Jaws of the State of Louisiana, and domiciled in Ouachita Parish that William E Holdman, President of the Corporation is hereby authorized and empowered to execute any and all Contracts and Assignment of Subcontracts.

## CERTIFICATE

I, Pamela S. Holdman, Secretary of Amethyst Construction, Inc., do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the Board of Directors of said corporation at a meeting thereof legally held on the 6th day of <u>May 2010</u>, and that said resolution is duly entered into the records of said corporation; that it has not been rescinded or modified; and that it is now if full force and effect. IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said corporation on this  $\underline{APT}$  day of  $\underline{M} = \gamma$ . 2024.

Pamela S. Holdman Secretary

## INVITATION FOR BIDS

# The CITY OF WEST MONROE, invites you to submit a bid on the construction of <u>PHILLIPS STREET WATER MAIN IMPROVEMENTS PROJECT</u> in West Monroe, Louisiana.

Proposals will be received by the City of West Monroe, through the office of its Engineer, S. E. Huey Co., 1111 North 19<sup>th</sup> Street, Monroe, Louisiana, until <u>10:00 AM</u> (local time), on June 26, 2024.

No Bid Bond is required relative to submittal of Proposals for work on this project. No Bidder may withdraw his proposal within thirty (30) calendar days after the actual date of opening thereof.

Upon award of the bid, the Bidder will be required to furnish a Performance Bond and Payment Bond in the amount of 100% of the contract price, suitable in form and issued by a surety acceptable to the Owner.

The contract time shall be  $\underline{45}$  calendar days. Liquidated damages in the amount of two hundred dollars (\$200) per calendar day will be charged for every day in excess of contract time until work is completed.

The Owner reserves the right to waive any information or to reject any and all proposals.

The Plans and Specifications, and other contract documents may be obtained at the office of the Engineer as above mentioned at no charge. Additional copies can be obtained by contacting Brad Anzalone, P.E. at (318) 325-1791.



R. L. George, IV, P.E. D. R. Arrington, P.E. B. P. Anzalone, P.E.

## 6/4/2024

**Project Name:** Phillips Street Water Main Improvements Project

- Funding: CWEF/City
- **City Code:** 000201
- **Description:** This project involves replacing the existing 6" asbestos concrete water main along Phillips Street with approximately 575-LF of 6" HDPE water main.
- **Est. Cost:** \$110,000
- **Bid Date:** 6/26/2024



## 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 \$1,161,355.00, with the

requested grant amount being \$871,016.00 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. Constitution Drive is a vital commercial corridor for the community that is utilized by industry, produces significant tax revenue and connects local assets such as the West Monroe Sports and Events Center.

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 4<sup>th</sup> day of June, 2024, the final vote being as follows:

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

NAY:

NOT VOTING:

ABSENT:

ATTEST:

APPROVED THIS 4TH DAY OF JUNE, 2024

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

## STATE OF LOUISIANA

## CITY OF WEST MONROE

ORDINANCE NO.

MOTION BY:

SECONDED BY:

ORDINANCE TO AUTHORIZE THE SUBMISSION OF AN APPLICATION BY THE CITY OF WEST MONROE, LOUISIANA, FOR A STATES' ECONOMIC DEVELOPMENT ASSISTANCE PROJECT (SEDAP) GRANT FROM THE DELTA REGIONAL AUTHORITY FOR THE PROJECT "COTTON STREET UTILITY IMPROVEMENTS: PINE STREET TO WOOD STREET", 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 is hereby authorized to submit an application for a States' Economic Development Assistance Program (SEDAP) grant from the Delta Regional Authority for the project "Cotton Street Utility Improvements: Pine Street to Wood Street", estimating the total project cost as \$721,593.00, with the requested grant amount being \$500,000.00 and committing to a contribution by the City of \$221,593.00 (31% of the total project cost); and with that project being further described as:

The project proposed would replace and improve sewer utilities along 770 feet of Cotton Street from Pine Street to Wood Street. Those utility improvements include replacement of water main, water service laterals, fire hydrants, plug & abandon old existing water main, sanitary sewer manholes, sanitary sewer pipe bursting existing gravity line, Sanitary sewer service laterals, and sanitary sewer cleanouts. The project proposed would improve the city's infrastructure in the downtown commercial business area in Downtown West Monroe.

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 "Cotton Street Utility Improvements: Pine Street to Wood Street", 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 4<sup>th</sup> day of June, 2024, the final vote being as follows:

YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	
	APPROVED THIS 4TH DAY OF
	JUNE, 2024

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

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



**UNDER CONSTRUCTION** 

## INFRASTRUC

CTURE PROJECT UPDATE	June 4, 2024		
	Funding	Status	

Project Description		Funding	Status
Otis Street (Urban Systems)	Mill & Overlay, add bike/ped path.	Urban Systems (80/20)	Construction complete.
New Kiroli Road Bridge (North)	Replacement of bridge on Kiroli Road with box culverts.	Capital Outlay	Waiting on permanent striping.
Mane Street Rehabilitation Phase 2 (Urban Systems)	Mill & Overlay Mane Street from Downing Pines Rd to Interchange.	Urban Systems (80/20)	Construction to begin this month.
Flanagan Street Water Main Replacement	Replacement of existing 4" W.M. along Flanagan with a 6" W.M.	CWEF/City	Construction underway.
Montgomery Ave. Lift Station and Force Main Improvements	Replacement of pumps at the Montgomery Lift Station, and installation of a new force main from the lift station to Mont/Reagan intersection.	City	NTP issued to McLemore Service Contractors, LLC.
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	Contract documents executed. Notice to Procced issued on May 31st. Construction to begin by July 1st
Industrial Park Drainage Improvements (EDA)	Drainage improvements including cross drains, piping, and ditches.	EDA/City	Completing remaining punch list items. 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
Kiroli Sidewalk Project	Install new sidewalks along Kiroli Road from Post Oak Apartments to Arkansas Road. Install pedestrian crossing at Kiroli Elementary.	DOTD TAP (80/20)	Additional \$500,000 from TAP approved (4/15).
Black Bayou Canal - 2016 Flood Damage Repairs	Repair concrete canal near Assembly and Wal Mart.	EDA/FEMA/ City	EDA awarding \$1.7 million. Kick-off meeting scheduled for 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 Rehabiliation	Mill & Overlay with sidewalk replacement, from Trenton St. to N. 7th Street.	Urban Systems (80/20)	Design Phase.
Highland School Area Sidewalks	Construction of sidewalks along Arlene Street to provide a safe pedestrian route to school.	LaDOTD/City	Project to bid 6/26/24.
New Drago Sanitary Sewer Lift Station	New sanitary sewer lift station to replace Drago LS. Funding from Capital Outlay and La Water Sector Program.	WSP/LaFPC/ City	Plans are complete. Property acquisition underway. Awaiting approval of rate study.
New Austin Sanitary Sewer Lift Station	New sanitary sewer lift station to replace Austin LS.	EDA/City	Design Phase.
Arkansas Rd. Utility Relocation	Relocation of water and sewer lines ahead of street rehabilitation project.	City	Project fully permitted. Waiting to bid.
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	Plan-in-hand scheduled for June 5.
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	FEMA consultant performing Environmental Assessment. Survey/Preliminary Design Phase.
Trenton Corridor Bike/Ped and Utilities (Fed Approp/LaDOTD)	Bury utilities and construct bike/ped path along Trenton St, from Otis St to Bridge St. (\$5.0m Award)	FEMA/City	CEA executed. Engineering contract 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.
McMillan Rd. Lift Station Rehabilitation	Replacement of pumps and piping at the McMillan Rd. sanitary sewer lift station.	LGAP/City	Bid date June 24.
Phillips Street Water Main FY22-23 CWEF	Replacement of an aging 6" AC W.M. along Phillips between Cherry Street to the east side of Ned Street.	CWEF/City	Permits approved. CWEF contract executed. Approval to solicit proposals on 6/4 council agenda.
Black Bayou Pump Station - Pump Replacement	Replacement of pumps.	FEMA/City	\$5M application has been endorsed by GOHSEP (State) and forwarded to FEMA for consideration.
Black Bayou Pump Station Improvements	New pumps, housing, and generator. (\$10 million)	LWI/City	City has received conditional letter of award for \$10M. LWI consultant beginning H&H Study.

#### **Project Classifications**

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

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



## JUNE 4, 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 85% complete
- 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 70% complete.

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

• Bentz Construction Group started June 3.

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

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

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

- Follow up with contractors in August to check their workload & review if contractors can complete the project timely
- Plans are complete & the estimated construction cost is \$127,000

## **Gulpha Drive Ditch Stabilization**

- Topo surveying field work is complete, office processing of survey data is under way
- Estimate costs for ditch stabilization options

## **Downing Pines Roadside Ditch Stabilization**

- Topo surveying field work is complete, office processing of survey data is under way
- Estimate 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
- Recommend award to Amethyst Construction



## Fire Incident Summary Report



Print Date/Time:	06/04/2024 05:41	From Date:	05/01/2024	West Monroe F	Fire Department
Login ID:	csimmons	To Date:	05/31/2024	FDID Numbe	r: 37020
Station:		Location:	All		
Incident Type(s):	All				
General Informati	ion				

Total Number of Calls	Fire:	9	EMS:	140	Unknown:	2	All	239
Average Calls per Day	Fire:	0.30	EMS:	4.67	All:	7.97		
Total Number of Arson Calls	All:	1						
Estimated Dollar Loss	Fire:	\$85,950.00	Other:	\$0.00	All:	\$85,950.00	Arson:	\$500.00
Estimated Value	Fire:	\$338,450.00	Other:	\$0.00	All:	\$338,450.00	Arson:	\$20,000.00
Percentage Saved	Fire:	7,500.00%	Other:	0.00%	All:	7,500.00%	Arson:	9,800.00%
Total Injuries	Fire Service:	0	Civilian Fire:	0	EMS:	0	Arson:	0
Total Fatalities	Fire Service:	0	Civilian Fire:	0	Arson:	0		
Total Apparatus Responses	All:	566						
Average Responses per Day	All:	7.97						
Average Apparatus per Call	Fire:	3.56	EMS:	2.10	All:	2.37		
Average Turnout Time	All:	00:01:00						
Average Response Time	All:	00:04:08						
Average Contain Time	All:	00:00:00						
Average Total Time	All:	00:14:11						
Average Personnel per Call	Fire:	6.00	EMS:	3.44	All:	4.10		
Total Aid Given Calls	All:	1						
Total Aid Received Calls	All:	0						