



Notice of:

BOARD OF ALDERMEN REGULAR MEETING

Tuesday, September 03, 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 August 20, 2024 Regular Council Meeting.

Recognitions/Presentations

Mayor's Review

Community Announcements

ADMINISTRATION/FINANCE

- 2) **Ordinance** to accept the FY 2024 Louisiana Community Development Block Grant Award for the West Monroe Make A Difference (MAD) Program, and to authorize execution of the Grant Agreement and related documents.

BUILDING AND DEVELOPMENT

- 3) **APPEAL** to City Council from a final decision of the West Monroe Planning Commission to APPROVE the tract located on Copley St (assessor #118514) as a Planned Building Group with preliminary approval to proceed with a subdivision consisting of 3 separate lots, each with 6,600 sq ft (compared to 7,200 sq ft minimum otherwise required), all to be developed as single family residential properties. Owners/applicants are Sharon D Russ and Joseph Russ.
- 4) **Ordinance** to authorize Revocation of Alley for property located in Square 5 A & E Northern Addition and Square 1 TE Flournoys Addition (involving Assessor Parcel #'s 37593, 37613, 37614, 39126 & 39130). Received a **favorable** review from the Planning Commission.
- 5) **Ordinance** to authorize rezone property located at 401 Pavilion Road, West Monroe, from I-1 (Light Industrial) District to R-2 (Multi Family Residential) District for property located at 401 Pavilion Road (Parcel #107581) to build a short term rental resort (Phase 1 will consist of 24 cabins) per West Monroe Code of Ordinances Sec. 12: 5013. Received a **favorable** recommendation by the Planning Commission.
- 6) **Ordinance** to authorize a Revocation of a portion of Cryer Street located in the 500 Block of Cryer Street and a portion of North 4th Street (Lots 1&2 Square 7 and Lots 1 thru 6 Square 5, Lot 6 and Lot 8 of the HM Williams Addn involving Assessor Parcel #'s 39239, 39283, 37623, 69444, 37061, 37060 and 88474). Received a **favorable** recommendation from the Planning Commission.

LEGAL

- [7\)](#) **Ordinance** to authorize the acquisition of a servitude, sixty foot (60') in width, over certain described property owned by GRIVT, LLC for the placement of utilities.

PUBLIC WORKS

COMMUNITY SERVICES

PARKS AND RECREATION

POLICE/FIRE

WMFD

- [8\)](#) **Ordinance** to authorize execution of an amendment to a Software License Agreement with Tyler Technologies for emergency networking software to be utilized by WMFD.

WMPD

- [9\)](#) **Ordinance** to authorize execution of the Louisiana Highway Safety Subgrant Agreement and contract with the Louisiana Department of Public Safety and Corrections, Louisiana Highway Safety Commission for FFY 2025.

ENGINEERING/CONSTRUCTION PROJECTS

- [10\)](#) Cotton Street Improvements and Sidewalks, Planning and Construction (Ouachita) - FP&C Project No. 50-MV2-24-01, City Project # 000323

Ordinance to authorize execution of a Cooperative Endeavor Agreement with the State of Louisiana, Office of Facility Planning & Control (FP&C) relating to the project "Cotton Street Improvements and Sidewalks, Planning and Construction (Ouachita)".

- [11\)](#) Kiroli Park Trails - LWCF Grant - LWCF No. 22-00980, City Project #C24002

Authorize Certificate of Substantial Completion with Ryan Watson Construction.

- [12\)](#) New Kiroli Road Bridge Over North Tupawek Bayou, Planning & Construction - FP&C No. 50-MV2-21-02, City Project #000175

Authorize Change Order No. 2 (- \$4,925.00; 0 days) with Merrick, LLC.

- [13\)](#) Project Updates

S.E. Huey Co.

Lazenby & Associates, Inc.

PUBLIC COMMENTS/OTHER BUSINESS

- [14\)](#) West Monroe Fire Department August Fire Report.

ADJOURN

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

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

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



BOARD OF ALDERMEN REGULAR MEETING

Tuesday, August 20, 2024 at 6:00 PM

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

MINUTES

NOTICE/MINUTES

Call to order/Verification of Attendance

PRESENT

Mayor Staci Mitchell
Morgan Buxton
Thom Hamilton
Rodney Welch
Ben Westerburg

ABSENT

Polk Brian

The meeting was opened with prayer by alderman, Ben Westerburg. The Pledge of Allegiance was led by Mayor Staci Albritton Mitchell.

Motion to Approve Minutes

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

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

Recognitions/Presentations

City of West Monroe Employee Recognitions awarded for years of service.

ADMINISTRATION/FINANCE

Ordinance No 5374: Ordinance to amend Sec 7-2010 of the Code of Ordinances, relating to sewerage collection charges, to provide for a required increase in sewer treatment charges to be effective on September 1, 2024, and to provide for the further required increases in sewer treatment charges to be effective on July 1, 2025, and on July 1, 2026.

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

Finance Director, Matthew Wilson, will explain the West Monroe Sales Tax rates.

Ordinance No. 5375: Ordinance to authorize execution of a services agreement with Sky rider Communications, Inc. to provide internet services at an additional location and to extend the term of the existing agreement.

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

LEGAL

Introduce Ordinance No. 5376: Ordinance to authorize the purchase of certain immovable property located along Golf Course Creek/Black Bayou drainage canal from MISC Properties, LLC for \$3,000.00.

Motion made by Westenburg, Seconded by Buxton.

Ordinance No. 5357: Ordinance to authorize the sale of certain immovable property to KVS, LLC (Karl Dhaliwal, et al) of an additional 0.157 acres adjoining the lot purchased on Coleman Street which will improve access to the proposed store to be considered. Ordinance introduced at the July 16, 2024 City Council meeting.

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

Ordinance No. 5377: Ordinance to enact Sec. 2-6020 of the Code of Ordinances to provide a description of the West Monroe Riverfront Economic Development District.

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

ENGINEERING/CONSTRUCTION PROJECTS

Crosley Street Sanitary Sewer Improvements - City Project # 000322

Ordinance No. 5378: Ordinance to authorize execution of a contract with S.E. Huey Co. for Engineering Services.

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

South 8th Street Drainage Improvements - City Project #000200

Ordinance No. 5379: Ordinance to authorize execution of a contract with S.E. Huey Co. for Engineering Services.

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

S. Riverfront Street Water Main Improvements CWEF FY22-23 - City Project #000201

Ordinance No. 5380: Ordinance to authorize execution of contract with S.E. Huey Co. for Engineering Services.

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

Ordinance No. 5381: Ordinance to authorize entering into a Professional Services Contract for certain consulting services with Providence Engineering And Environmental Group, LLC in connection with the regulatory relationships involved in the operation of the WM/WO#5 Sewer Treatment Plant.

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

Highland School Area Sidewalk Project - City Project #000134

Ordinance No. 5382: Ordinance to authorize execution of an amendment to the contract with S.E. Huey Co. for Engineering Services.

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

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

Authorize Change Order No. 1 (+ \$707.50; + 0 days) with Amethyst Construction, Inc.

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

Kiroli Park Trails - LWCF Grant - City Project #C24002

Authorize Change Order No. 2 (+ \$4,500.00; + 0 days) with Ryan Watson Construction.

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

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

Authorize Change Order No. 1 (+ \$0; + 42 days) with McLemore Service Contractors, LLC.

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

Arkansas Road Utility Relocation (North 7th St to Otis St) - City Project #000213

Authorize City Clerk to advertise for bids.

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

New Drago Street Sanitary Sewer Lift Station - City Project #000180

Authorize City Clerk to advertise for bids.

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

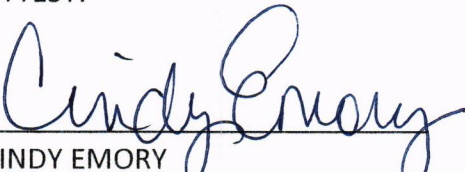
Project Updates

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.

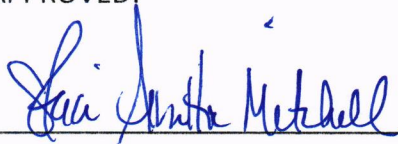
ADJOURN

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

ATTEST:


CINDY EMORY
CITY CLERK

APPROVED:


STACI ALBRITTON MITCHELL
MAYOR

STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE THE ACCEPTANCE OF A FY2024 LOUISIANA COMMUNITY DEVELOPMENT BLOCK GRANT (LCDBG) MAKE A DIFFERENCE (MAD) PROGRAM AWARD FOR PUBLIC FACILITIES RECREATION, HOMEOWNERSHIP ASSISTANCE, AND HOMEOWNER REHABILITATION LOANS AND GRANTS; TO AUTHORIZE EXECUTION OF ANY AND ALL FURTHER DOCUMENTS EITHER NECESSARY OR APPROPRIATE IN ORDER TO ACCEPT THAT GRANT AWARD; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Alderman of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe is hereby authorized to accept the FY2024 Louisiana Community Development Block Grant (LCDBG) Make A Difference (MAD) Program Award according to all terms and conditions of that grant award, all as is more fully set forth in the Grant Agreement attached as Exhibit “A” and the Authorization Letter attached as Exhibit “B”.

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 Staci Albritton Mitchell, as Mayor of the City of West Monroe, be and she is hereby authorized to execute that FY2024 Louisiana Community Development Block Grant (LCDBG) Make A Difference (MAD) Program Award Agreement which is attached as Exhibit “A”, subject to all of its terms and provisions, as well as further authorized to execute any and all further documents and agreements necessary or appropriate which relate to acceptance of the grant award, including but not limited to the required Activity Beneficiary Form, Disclosure Report, and to provide the required Jurisdictional Map, all as provided for in the Authorization Letter; and to provide all such certifications as may be requested or required, together with taking any and all such actions and executing any and all further documents and which she determines are either necessary or desirable in order to further fulfill the requirements of the Grant Agreement and Authorization Letter.

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 the Residential Antidisplacement and Relocation Assistance Plan adopted on April 2, 2024, in Resolution #838 is here reaffirmed as still being in effect, and shall also be adopted and utilized for this program.

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

and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, this
3rd day of September, 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 3RD DAY OF
SEPTEMBER, 2024

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

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

Office of Community Development
State of Louisiana
Division of Administration

JEFF LANDRY
GOVERNOR



TAYLOR F. BARRAS
COMMISSIONER OF ADMINISTRATION

August 23, 2024

Honorable Staci Albritton Mitchell
Mayor, City of West Monroe
2305 N. 7th Street
West Monroe, Louisiana 71291-5256

RE: Authorization to Incur Costs, Application Revisions, and Grant Agreement Transmittal
FY 2024 LCDBG Make a Difference Program

Dear Mayor Mitchell:

Again, congratulations on being selected as a recipient of FY 2024 Louisiana Community Development Block Grant (LCDBG) funds.

Upon receipt of this letter, you have the authorization to incur costs for planning and administration which includes the preparation of plans and specifications, the environmental review record, and other items necessary to clear grant agreement conditions. **Reimbursement of such costs will be contingent upon your receipt of an executed grant agreement with the State.** No LCDBG monies can be used to reimburse the grant recipient for any costs incurred prior to the date of this letter. Please note that should the contract not be issued or the project assistance request be withdrawn for **whatever** reason, **the grant recipient** may be responsible for payment of all planning and administration costs incurred.

Under no circumstances should the grant recipient advertise for bids or begin construction on an activity at this time. Written authorization will be provided from this office to advertise for bids when funds have been released and the plans and specifications for the project have been reviewed by this office. Funds will not be released until the conditions listed in Exhibit A of the LCDBG contract have been submitted and approved/cleared by this office.

To assist the Office of Community Development-Local Government Assistance (OCD-LGA) in the in-house processing of the City's grant award/program activities, the OCD-LGA must request some additional information, as well as revisions to forms that were included in the original application for funds. These items are considered to be conditions of release of contract funds and must be received, reviewed, and **cleared** by the OCD-LGA within **five (5) months** of the date of this letter. This timeline will be **strictly** enforced. The State may grant an extension, if necessary. Any extension request must be submitted to the OCD-LGA prior to the deadline.

Honorable Staci Albritton Mitchell
 August 23, 2024
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APPLICATION REVISIONS

1. Activity Beneficiary Form

An Activity Beneficiary Form must be completed and submitted. This form can be found at <https://www.doa.la.gov/doa/oed-lga/lcdbg-programs/forms-and-information/>.

2. Disclosure Report

A Disclosure Report must be completed and submitted. This form can be found at <https://www.hud.gov/sites/dfiles/OCHCO/documents/2880.pdf>.

3. Jurisdictional Map

The map(s) of the target area(s) included in the application does not visually identify the number of minority persons and percentage of the minority group. Census tracts, and/or block groups associated with the target area(s) must also be identified. Please provide this office a revised map with the required information.

ADDITIONAL ITEMS

1. The LCDBG Grant Agreement - Please read the enclosed grant agreement carefully before signing it and returning it to this office. The signature of the local government official must be witnessed where indicated. **Do not fill in the date(s) throughout the grant agreement.**
2. Electronic Funds Transfer (EFT) Enrollment Form - This office has mandated that all grantees receive funds through electronic transfer. In order to complete this requirement, contact the Office of Statewide Reporting and Accounting Policy (OSRAP) at 225-342-1097 or _DOA-OSRAP-EFT@la.gov for the enrollment form. In the email, include your LaGov vendor number which starts with "31" and/or your Federal Employee Identification Number. Vendor registration information can be found at <https://www.doa.la.gov/media/bahlig4w/lagov-new-vendor-registration.pdf>. Confirmation of submittal to OSRAP is required. Do not send the completed EFT Enrollment form nor a copy of a voided check to the OCD-LGA.
3. The City must complete and send to this office a "Financial Management Questionnaire." An attachment to the Questionnaire regarding proof of current fidelity insurance or bonding must also be provided. The Financial Management Questionnaire is located at: <https://www.doa.la.gov/doa/oed-lga/lcdbg-programs/grant-management-forms-and-handbooks/> → Financial Management Questionnaire.
4. The City must prepare and adopt, by resolution, a Residential Antidisplacement and Relocation Assistance Plan; a sample plan is shown in Exhibit C-14 in the 2024 Grantee Handbook. Once prepared, please send a copy of the plan and resolution to this office. If the City adopted this plan for a previously funded LCDBG grant, it may choose to pass a resolution stating that the previously adopted plan is still in effect and will also be used for the FY 2024 program; if this measure is chosen, then it will only be necessary to forward a copy of the latter resolution to this office.

Honorable Staci Albritton Mitchell
 August 23, 2024
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5. The City must submit a Performance Schedule in order for this office to project expenditures by the State's fiscal year. The LCDBG Performance Schedule format and its instructions can be located on this office's website at <https://www.doa.la.gov/doa/ocd-lga/lcdbg-programs/grant-management/>.
6. The City must prepare and adopt, by resolution, the new LCDBG procurement policy. The City must have or develop procurement procedures for the different methods of procurement it will utilize. The procedures should conform to the Federal grant procurement standards. Examples of procurement procedures for the different federal procurement methods can be found on the Forms and Information page on the Office of Community Development-Local Government Assistance's website. Once prepared please send a copy of the procurement procedures, and resolution adopting both to this office.

The City must also submit procurement documentation, including the Request for Proposals/Qualifications (RFP/RFQ), the solicitation, and the written evaluation plan for professional services to be paid with grant funds, if applicable.

7. An Environmental Review Record (ERR) must be prepared according to 24 CFR Part 58. Instructions are provided in Section A of the 2024 Grantee Handbook on pages A-18 through A-34. Exhibits are also referenced in Section A.

The ERR must be **submitted** to the OCD-LGA, **reviewed, and the grantee be given authority by the OCD-LGA to publish** appropriate notices and to request release of grant funds within **five (5)** months of the date of this letter.

8. A copy of the plans and specifications plus a final cost estimate for the project must be **submitted** to this office for review within **five (5)** months of the date of this letter. The final cost estimate must include applicability to Build America Buy America (BABA) (see Grantee Handbook page D-14). If at the end of the five-month calendar period the plans and specifications and final cost estimate have not been submitted to this office, a \$250 per working day penalty will be assessed. If revisions to the plans and specifications are requested by this office, these documents must be received by the OCD-LGA within thirty (30) calendar days of the request or by the five-month deadline for clearance of contract conditions, whichever is later. Failure to comply with this requirement will result in a \$250 per working day penalty. If revisions are submitted timely but do not adequately comply with the revisions requested, the penalty as described above may be assessed at the State's discretion.
9. The City must review all ordinances, local regulations, and policies adopted by the local government and currently in effect, and certify compliance with the Violence Against Women Reauthorization Act of 2022. (Exhibit A-27) If any policies are identified they must be reevaluated and addressed within the grant agreement period. A summary of efforts to evaluate alternative policies that do not impede the Right to Report Crime and Emergencies from One's Home and a timeline for action on one or more alternatives must be submitted for review and approval with the certification form. The certification form can be found at <https://www.doa.la.gov/doa/ocd-lga/lcdbg-programs/grant-management-forms-andhandbooks/grantee-handbook-and-exhibits/section-a/> → A-27 Violence Against Women Act (VAWA) Certification.

Honorable Staci Albritton Mitchell
 August 23, 2024
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10. In order to meet the requirements of the Federal Funding Accountability and Transparency Act of 2006, all recipients of federal funds must be registered in the System for Award Management (SAM). The online system at www.sam.gov does not show an active registration for the City. The City must provide evidence of its active SAM registration by submitting the registration page from SAM showing the CAGE Code and Unique Entity ID.
11. Professional firms for which this office has no record of having participated in an LCDBG program during the past five years must obtain verification of professional services eligibility—also known as contractor clearance. Please send this office the “Verification of Professional Services Eligibility” form, Exhibit D-15 in the Grantee Handbook, for Alex Holland if she will be participating in the implementation of the grant. Please also identify any other individuals or firms who will provide professional services for this grant.
12. Housing Implementation Plan
 Enclosed is a list of items that must be addressed for the housing rehabilitation and homeownership assistance portions of this grant. Additional items may be required after OCD-LGA reviews the information provided by the City.

GENERAL COMMENTS

Based on various factors, the City has been identified as a medium-risk grantee. Therefore, the City can request an on-site technical assistance visit prior to the date that the OCD-LGA schedules to monitor this grant. During this visit, the OCD-LGA staff will work with the City to ensure that all compliance areas are adhered to as required.

The City has been allowed LCDBG funds as follows:

\$ 75,000	Public Facilities Recreation
400,000	Homeowner Rehabilitation
425,000	Homeownership Assistance
100,000	Administration
\$ 1,000,000	Total

As a reminder, all items requested in this letter must be cleared by January 23, 2025. “Cleared” means the items must be submitted to, reviewed by, and approved by this office. The exceptions, as noted in items 7 and 8, are for ERR, which requires approval from this office to publish appropriate notices by the deadline, and for plans and specifications, which must be submitted to all required agencies by the deadline. Failure to do so will result in the deduction of **\$250 in LCDBG funds per working day** from the engineering line item budget for Plans and Specifications, and from the administrative line item budget for all other items including the ERR. For Plans and Specifications, the penalties will be deducted from the amount of LCDBG funds contracted to an engineer/architect for basic services. If engineering/architectural services are not being paid with LCDBG funds, the penalties will be deducted from the construction line-item funds and disallowed. For LCDBG administrative

Honorable Staci Albritton Mitchell
August 23, 2024
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funds, the monies will be deducted from the amount of contracted to an administrative consultant. If the grant recipient chose to administer the grant using its own staff, the penalty will be assessed against the LCDBG administrative funds, and disallowed. If the grant recipient is not using LCDBG administrative funds, the penalty will be assessed against the construction line-item funds and disallowed. If the failure to clear grant agreement conditions within the required timeframe is the fault of another party then the penalty will be assessed accordingly. The State may grant an extension where the reasons for not meeting the required time frame were clearly beyond the control of the grant recipient and/or the administrative consulting firm or the engineering/architectural firm.

Following this office's review of the project's plans and specifications and clearance of contract conditions, the grantee will receive a letter of authorization to advertise for bids; the grantee is expected to advertise for bids within thirty days of the date of that letter. A copy of the publicized bid advertisement, including the publication date, must be submitted to this office. Failure to comply with this bid advertisement requirement will result in an assessment of \$250 per working day. The assessment will be deducted from the amount of LCDBG funds allowed for basic engineering services. If LCDBG funds are not used to pay for basic engineering services, the penalty will be deducted from the construction line item in the LCDBG contract and disallowed. If the failure to advertise for bids within the required timeframe is the fault of another party such as the local government or the administrative consultant, then the penalty will be assessed accordingly, or be deducted from the construction line item in the LCDBG contract and disallowed. If there are extenuating circumstances which prevent publication of the advertisement for bids within the thirty-day period, the local government must request an extension of time from this office prior to the end of the thirty-day period. The State reserves the right to grant an extension when the reasons for not meeting the timeframe are valid.

A copy of the Grantee Handbook can be accessed through the LCDBG website.

Please submit the information requested in this letter as soon as possible. If there are any questions, please contact Lisa Bergeron at (225) 342-7412.

Sincerely,



Traci Watts
Director, Local Government Assistance
Office of Community Development

Enclosures

c w/encl: Alex Holland, Administrative Consultant
c: Lisa Bergeron, Office of Community Development
File: FY 2024, Make a Difference, Application

Office of Community Development – Local Government Assistance Housing Implementation

HOUSING REHABILITATION

- 1) **Refinement of housing rehabilitation program plans, procedures and forms:** subject to review and approval by OCD, the Grantee will establish, or make any necessary revisions to, the housing rehabilitation program design and procedures
- 2) **Outreach:** the Grantee will conduct sufficient advertisement of the housing rehabilitation program and other forms of outreach to ensure that enough eligible applicants from the designated target neighborhood(s) of
- 3) **Intake/assessment of eligibility:** the Grantee will assist property owners and residents in the designated neighborhoods in the completion of applications to permit eligibility determinations for rehabilitation assistance.
- 4) **Work write-ups:** for each eligible unit to be assisted, the Grantee will complete a detailed work write-up of the rehabilitation to be performed, including estimated costs of each activity, materials to be used, and industry or regulatory standards to be met.
- 5) **Bank financing:** for those applicants who will be securing some of the financing for the rehabilitation work through private loans from a bank or other type of private financial institution, the Grantee will provide assistance to applicants when applying for such complementary financing upon request.
- 6) **Solicitation and selection of contractors:** the Grantee will assist approved applicants in the identification, proper solicitation, and selection of contractors qualified to perform the authorized rehabilitation of eligible housing units.
- 7) **Periodic and final inspections:** the Grantee will perform periodic site visits to ascertain that approved and contracted rehabilitation work is proceeding properly and satisfactorily, will authorize (with the owner's written approval, including signature and date) appropriate change orders, and will mediate in the event of owner dissatisfaction with the work done by the contractor.
- 8) **Approval of contractor payments:** as rehabilitation progresses and as invoices are submitted by contractors, the Grantee will verify that the expenses are reasonable and the work has been completed properly (including a sign-off by the owner), and will authorize drawdown of funds from the OCD, and disbursement to the contractors.
- 9) **Maintenance of case files and other records:** for each applicant, the Grantee will maintain case files, including application and documentation of eligibility, work write-ups, the assistance agreement between the property owner and Grantee (along with repayment/ recapture provisions), documentation of liens and any other forms of security, contractor selection criteria, copy of contract between owner and contractors), documentation on all necessary licenses and permits, site visit/inspection reports (including final inspection), change orders, and approved contractor invoices for payment (with owner sign-off).

HOMEOWNER ASSISTANCE

1) Development of homeowner assistance program plans, procedures and forms: subject to review and approval by OCD, the Grantee will establish the applicant eligibility requirements, the program assistance terms for the homeowner assistance program

2) Outreach: the Grantee will conduct sufficient advertisement of the homeowner assistance program and other forms of outreach to ensure that enough eligible applicants from *the designated target neighborhood(s) of*

3) Intake/assessment of eligibility: the Grantee will assist applicants *in the designated neighborhoods* in the completion of applications to permit eligibility determinations for homeowner assistance.

GRANT AGREEMENT BY AND
BETWEEN

UNITED STATES OF AMERICA

THE DIVISION OF
ADMINISTRATION

STATE OF LOUISIANA

AND

SOURCE OF FUNDING - FY 2024
(CFDA#14.228, HUD/State ID# B-24-DC-22-0001)

THE CITY OF WEST MONROE

TYPE OF CONTRACT - FY 2024

PARISH OF OUACHITA

FEDERAL EMPLOYER I.D. # 72-6001497

AMOUNT OF AGREEMENT - \$1,000,000.00

CDBG Format #1 (revised: 2019)

THIS AGREEMENT, is made and entered into as of this _____ day of _____, 20_____

by and between the Division of Administration, hereinafter called "Division" represented by Traci M. Watts, Office of Community Development, and the City of West Monroe, hereinafter called "Grantee" represented by Staci Albritton Mitchell, Mayor.

1. AGREEMENT WITH GRANTEE: The Division hereby agrees to enter into an agreement with the Grantee and the Grantee hereby agrees to carry out a public purpose as authorized by law and to meet the performance objectives in accordance with LCDBG/Division/applicable federal regulations. All exhibits or regulations referred to in this agreement or attached hereto are by reference made part of this agreement.

2. DURATION OF AGREEMENT: This agreement shall be for a period commencing on the date entered above and ending not more than three years later.

3. RECORDS, REPORTS, AND EVALUATIONS: The Grantee agrees to prepare, retain, report and allow Division inspection for purposes of evaluation, records as may be required by the Division for program management purposes. Such records will contain the documents as required by laws contained in Exhibit D.

Upon completion of this contract, or if terminated earlier, all records, reports, worksheets or any other materials related to this contract shall become the property of the Division. All such books, records and other documents shall be available at the offices of the Grantee for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the State, HUD or the Government Accountability Office under rules and regulations as prescribed by the Comptroller General of the United States. Any duly authorized representative of the State shall, at all reasonable times, have access to all portions of the Project.

The rights of access and inspection provided in this paragraph shall continue until completion of all close-out procedures respecting this contract and until the final settlement and conclusion of all issues arising out of this contract. The records shall be kept until the State has given authority for them to be discarded.

4. AUDITS and/or FINANCIAL REPORTS: Financial reports shall be prepared by an independent certified public accountant or the Legislative Auditor of the State of Louisiana. The financial report shall be sent within thirty (30) days after completion, but no later than six (6) months after the end of the period (R.S. 24:513A). Grantees whose total federal financial assistance during the Grantee's fiscal year meets the threshold amounts established by 2 CFR 200.501 as provided by the Single Audit Act, Title 31 U.S.C. Chapter 75 shall have either a single audit (including all required schedules) or a program-specific audit made for such fiscal year in accordance with the requirements of this chapter. Local governments and Parish governments shall prepare and furnish the auditor with all required financial information as provided by 2 CFR 200.508. However, state requirements mandate that municipalities and Parish governments must still submit financial statements in compliance with financial and compliance audit requirements established by R.S. 24:513.

In addition, audit engagement agreements for audits of local governmental entities or for federal programs administered by such entities must be approved by the Legislative Auditor prior to commencement of the audits.

Failure to comply with all financial reporting requirements may cause suspension of payments or loss of participation in this program and reimbursement of agreement funds.

5. CHANGES: The Division may, from time to time, request changes in the program performance of the Grantee to be performed hereunder. Such changes, including an increase or decrease in the amount of the Grantee's allocation, must be incorporated as written amendments to this agreement. These changes may include the waiver of certain rules and regulations where the Division deems it appropriate.

6. TERMINATION FOR CONVENIENCE: The State may terminate the Agreement at any time by giving thirty (30) days written notice to the Grantee. The Grantee shall be entitled to payment for program performance in progress, to the extent work has been performed satisfactorily.

7. TERMINATION OR SUSPENSION FOR CAUSE: The Division may, after giving thirty (30) days written notice terminate this contract and payment in whole or part for cause. Cause shall include but not be limited to:

- (1) failure, for any reason, of the Grantee to fulfill in a timely and proper manner its obligations under this agreement, including compliance with approved programs and attached conditions, exhibits, and such statutes, Executive Orders, and federal directives as may become generally applicable at any time;
- (2) submission by the Grantee to the Division or its Auditors, of reports that are incorrect or incomplete in any material respect;
- (3) ineffective or improper use of funds provided under this contract;
- (4) suspension or termination of the grant from the U. S. Department of HUD to the Division, under which this contract is made, or the portion thereof delegated by this contract.

The Division, where appropriate, may suspend the agreement or payment from time to time in lieu of termination based on reasons indicated above. There may be a suspension of payment when a term of the agreement has not been resolved by the next payment period.

The Division may also assign and transfer this agreement when required.

If the Grantee is unable or unwilling to comply with such additional conditions as may be lawfully applied to the grant received from the Division, the Grantee shall terminate the agreement by giving reasonable written notice to the Division, signifying the effective date thereof. In the event of any termination, or suspension, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Grantee under this contract shall become the property of the Division. The Grantee shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the Grantee shall not be relieved of liability to the Division for damages sustained by the Division by virtue of any breach of the agreement by the Grantee and the Division may withhold any reimbursement to the Grantee for the purposes of setoff until such time as the exact amount of damages due the Division from the Grantee is agreed upon or otherwise determined. The Division may authorize the Grantee to continue with its own funds for the project until a question is resolved with the understanding that a satisfactory resolution will cause the Division to reimburse funds.

8. PROHIBITION AGAINST ASSIGNMENT: Grantee shall not assign any interest in this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Division thereto, provided however, the claims for money due or to become due to the Grantee from the Division under this agreement may be assigned to a bank, trust company or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Division and its Office of State Procurement (OSP).

9. LEGAL AUTHORITY: The Grantee assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the Grantee legal authority to enter into this agreement, receive funds, authorized by this agreement and to carry out the public purpose of the program Grantee has obligated itself to perform under this agreement.

10. COMPLIANCE WITH FEDERAL, STATE AND LOCAL GUIDELINES: The Grantee hereby binds itself, certifies, and gives its assurance that it will comply with all federal and State regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of state and federal resources for the State assisted project.

The Grantee further agrees to comply with applicable laws, ordinances, and codes of the State and federal and local governments.

Grantee hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said Grantee's obligation and identified under tax identification number 72-6001497.

11. DISCRIMINATION CLAUSE: Grantee assures that it is in compliance with all applicable Civil Rights Legislation and Executive Orders, both federal and State. The Grantee agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 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 Grantee agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Grantee agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Grantee, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

12. COMPLIANCE WITH APPROVED PROGRAM: All activities authorized by this agreement will be performed in accordance with the approved project description, with all supporting information, and time schedule as described in the grant application, (including any revisions which have been requested), Exhibits A, B, C, and D, the grant conditions and relevant LCDBG directives. If any activities authorized by this agreement are not performed in accordance with any part of this agreement or if unauthorized activities are performed, the DOA LCDBG Representative may require that any or all grant funds paid-out to Grantee be returned to the Division. Dollar amounts expended for each activity may not exceed those specified in Exhibit B. The release of funds for this agreement

is conditioned upon approval of the environmental requirements as established by federal regulations (24 C.F.R. 58.71), and other contract conditions listed in Exhibit A.

13. COVENANT AGAINST CONTINGENT FEES AND CONFLICT OF INTEREST:

The Grantee warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant the Division shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of the Grantee, or its designees, or agents, no consultant, no member of the governing body of the Grantee or the locality in which the program is situated, and no other public official of the Grantee or such locality or localities, who exercises or has exercised any functions or responsibilities with respect to the project during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity or benefit, which is part of this Project.

However, upon written request of the Grantee, the State may agree in writing to waive a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the State determines that no undue hardship will result either to the Grantee or the person affected by applying the prohibition and that the granting of a waiver is in the public interest. No such request for waiver shall be made by Grantee which would, in any way, permit a violation of State or local law or any charter provision of the Grantee.

14. SCHEDULE OF PAYMENT: In consideration of the various obligations undertaken by the Grantee pursuant to this agreement, the State agrees, subject to the terms and conditions set forth herein, to provide the Grantee with grant funds in the amount of \$1,000,000.00.

15. PROGRAM INCOME: Any income earned as a result of this program will either be retained by the local government or submitted to the State. If any income has or will be received as a result of this project, the Office of Community Development must be contacted for instructions and guidance.

16. FISCAL FUNDING: The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the 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 the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

17. REMEDIES FOR DEFAULT: Any claim or controversy arising out of this agreement shall be resolved by the provisions of R.S. 39:1672.2 – 1672.4.

Incurring Cost for Project Activities

The use of grant funds is conditioned upon the Grantee incurring costs in accordance with this agreement or as otherwise approved by the State in writing. The incurring of costs to be paid out of grant funds shall be governed by the following:

- (1) No costs incurred prior to the date of authorization to incur costs may be paid out of grant funds other than approved pre-agreement costs.
- (2) After the date of authorization to incur costs but before the transmittal of the fully executed agreement and release of funds, eligible project costs, including but not limited to costs of Environmental Review Record, preparation of architectural and engineering construction drawings, and procurement of professionals may be incurred.
- (3) Except as permitted by the above, no other costs to be paid out of grant funds may be incurred by the Grantee until the following conditions are met: (a) all environmental conditions of 24 C.F.R. Part 58 have been fully satisfied and the State has issued the environmental releases required by that Part, (b) a written approval by the State is received of required documentation as specified in Paragraph 11 and Exhibit A of this agreement, if any, and (c) written authorization from the State is received to draw funds.
- (4) After the Grantee has satisfied all of the environmental and other agreement conditions specified in Paragraph 12 and Exhibit A and the State has transmitted a fully executed grant agreement and released funds for the project activities, the Grantee may incur any and all eligible costs to be paid out of grant funds.
- (5) All work under the terms of this agreement must have been completed by midnight of that day occurring three years from the date of this agreement. Any work taking place more than three years after the date of this agreement, with the exception of administrative closeout procedures and audit requirements, will not be paid for out of the LCDBG funds awarded in this agreement unless this agreement has been amended with the approval of the Division of Administration. All lien contingencies must be liquidated ninety (90) days from contract termination date.

Procedures for Requisitioning Payments

The amount of each requisition shall be in accordance with current LCDBG guidelines.

Unobligated funds remaining at the completion of the agreement period specified in page 1, paragraph 2 of this agreement shall revert to the State for reuse in other eligible communities.

Budget reconciliations must be submitted in accordance with LCDBG program requirements.

IN WITNESS THEREOF, the parties hereto have executed this agreement this _____ day of _____, 20____.

WITNESSES:

DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT

TRACI M. WATTS
DIRECTOR, LOCAL GOVERNMENT
ASSISTANCE, OFFICE OF COMMUNITY
DEVELOPMENT

WITNESS:

STACI ALBRITTON MITCHELL, MAYOR
CHIEF ELECTED OFFICIAL

Exhibit A

GENERAL INFORMATION, GRANT AGREEMENT CONDITIONS

GENERAL INFORMATION

1. LCDBG GRANT AMOUNT	2. OTHER FUNDS AMOUNT
\$1,000,000.00	\$0.00

3. MAILING ADDRESS OF GRANTEE

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

4. GRANTEE AUTHORIZED REPRESENTATIVE	5. PHONE
Staci Albritton Mitchell, Mayor	(318) 396-2600

6. GRANT AGREEMENT CONDITIONS

Funds will not be released until the following items have been submitted to and approved by the State’s Office of Community Development (OCD) in accordance with Program requirements within **five (5)** months of the date of authorization to incur costs. Failure on the part of the Grantee to comply with conditions may result in disallowance by the DOA of expenditures under the contract, or termination of the grant.

- 1. Environmental Review Record
The Environmental Review Record must be submitted to and approved by the Office of Community Development and the Grantee must be given authority by the OCD to publish appropriate notices and to request release of grant funds.
- 2. Residential Antidisplacement and Relocation Plan and Certification
- 3. Performance Schedule
- 4. Revisions to the application, if requested
- 5. Previous audits/financial reports and financial questionnaire, if requested
- 6. Project Plans and Specifications, and Final Cost Estimate (must only be submitted by five (5) month deadline)
- 7. Housing Implementation Plans for Homeownership Rehab and Homebuyer Assistance
- 8. Firm commitments for other project funds, if applicable
- 9. Procurement procedures utilized for this project, and resolution adopting the procedures
- 10. Resolution adopting the LCDBG procurement policy
- 11. Evidence of OCD-LGA approval of procurement for professional services to be paid with grant funds, if applicable
- 12. Any other documentation, if requested

Exhibit B

LCDBG Line Item Budget

A.	Acquisition of Real Property (surveying costs included) 24 CFR 570.201(a)	\$	
B.	Public Works, Facilities, Site Improvements 24 CFR 570.201		
	1. Sewer	\$	
	2. Streets	\$	
	3. Water (Potable Water)	\$	
	4. Recreation 24 CFR 570.201(c)	\$	75,000.00
	5. Homeownership Assistance 24 CFR 507.201(n) Rehabilitation Loans and Grants (homeowner rehab)	\$	425,000.00
C.	24 CFR 570.202(a)	\$	400,000.00
D.	Provision of Public Services 24 CFR 570.201(e)	\$	
E.	Relocation Payments and Assistance 24 CFR 570.201(i)	\$	
F.	Economic Development	\$	
	1. Acquisition: Land Building 24 CFR 570.203(a)	\$	
	2. Infrastructure Improvements 24 CFR 570.203(a)	\$	
	3. Building Construction/Improvements 24 CFR 570.203(a)	\$	
	4. Industrial and Commercial Facilities 24 CFR 570.203(a)	\$	
	5. Inventory 24 CFR 570.203(b)	\$	
	6. Accounts Receivable 24 CFR 570.203(b)	\$	
	7. Capital Equipment 24 CFR 570.203(b)	\$	
	8. Other Fixed Assets 24 CFR 570.203(b)	\$	
	9. Other	\$	
G.	Administration 24 CFR 570.206	\$	100,000.00
	1. Pre-Agreement Costs 24 CFR 570.489(b)	\$	
	2. Public Facilities and Economic Development	\$	
	3. Other	\$	100,000.00
H.	Other	\$	
I.	Other	\$	
J.	TOTAL	\$	1,000,000.00

EXHIBIT C

General Definitions

Unless specifically provided otherwise or the context otherwise requires, when used in this contract:

1. "Act" means the Housing and Community Development Act of 1974, Pub. L. No. 93-383, as amended; specifically to establish a program of community development block grants as specified in Title I of the Act.
2. "Application" means the Application for Federal financial assistance provided by the LCDBG Program.
3. "Budget Reconciliation" means a report prepared to compare actual project expenditures to amounts budgeted and requested by line item.
4. "Contractor" as defined by 2 CFR 200.23 and 200.300(b), means an entity that receives a contract to purchase property or services and is procured by the Grantee in accordance with the requirements of 2 CFR 200.320 to assist the Grantee to carry out the program.
5. "Eligible Activities" means those activities of the Project to be carried out by the Grantee, or an agent or agency of the Grantee, which activities are described in Exhibit B of this contract.
6. "Eligible Costs" means costs for the activities specified and for which grant funds are budgeted as specified in Exhibit A of this contract, provided that such costs (a) are not incurred in connection with any activity which, under 24 C.F.R. 570.207, as may be from time to time amended, are ineligible under the LCDBG Program, and (b) conform to the requirements of 2 CFR 200.Subpart E (Cost Principles Applicable to Grants and Agreements for Federal Awards), as may be amended.
7. "Environmental Conditions" means the conditions imposed by law, particularly 24 C.F.R. Part 58, and the provisions of this agreement which prohibit or limit the commitment and use of grant funds until certain procedural requirements have been completed.
8. "Environmental Requirements" means the requirements described in 24 C.F.R. Part 58.
9. "Environmental Review Record" means all all written records " as defined at Section 58.38 of 24 C.F.R. Part 58.
10. "Final Approval Date" – The date that the agreement is fully executed, all conditions listed in Exhibits A have been satisfied and the State has issued an authorization to the Grantee to proceed with the project activities.
11. "Grantee" means an eligible "subrecipient", as defined in 2 CFR 200.93 and 200.330(a), and has received a "subaward"; as defined in 2 CFR 200.92, from OCD to carry out the public purpose of the LCDBG program. A Grantee is responsible for compliance of all Federal laws and regulations applicable to the program.
12. "Grant Funds" means those funds to be provided by the State to Grantee to carry out a public purpose authorized by law and pursuant to the terms of this agreement, as specified in Exhibit A.
13. "HUD" means the United States Department of Housing and Urban Development.
14. "Incurred Cost" – Any monies expended on allowable expenditures relating to the application and/or contract.
15. "LCDBG Program" means the Louisiana Community Development Block Grant Program, established by the State pursuant to 24 C.F.R. Part 570, Chapter V, Subpart I (April 8, 1982, Federal Register)

16. "LCDBG Regulations" means the regulations set forth in 24 C.F.R. Part 570, Chapter V, Subpart I, as the same may, from time to time, be amended and the regulations described in the current LCDBG Grantee Handbook.
17. "Office of Community Development"(OCD), an operating unit of the Division of Administration, means a "recipient", as defined in 2 CFR 200.86, that receives a Federal award from HUD for the Community Development Block Grant program and further acts as a "Pass-through Entity", as defined in 2 CFR 200.74, by making awards to eligible "subrecipients"; as defined in 2 CFR 200.93 and 24 CFR 570.480.
18. "Program Income" means any income earned by Grantee, or an agent or agency of Grantee (a) from the disposition of real or personal property acquired in whole or in part with grant funds; (b) the repayment proceeds "including principals and interest of any loan made in whole or in part with grant funds; (c) any other revenues defined as program income in 24 C.F.R. 570.489(e) and 570.500(a) and; (d) any income from an activity where it is specifically declared in Exhibit A of this Agreement that the income from such activity shall be deemed to be Program Income.
19. "Project" means the activities described in the Application and in Exhibit B of this contract which are to be carried out to meet the public purpose of the LCDBG Program.
20. "Public purpose as authorized by law" for the purpose of this agreement, means the receipt and expenditure of Federal financial assistance provided by the LCDBG program to carry out eligible activities in accordance with the requirements of 24 CFR 570.482 and that will meet a national objective provided in 24 CFR 570.483.
21. "State" means the State of Louisiana or any official of the State to whom the State has delegated authority to act with respect to matters covered by this Agreement.
22. "Unobligated Funds" means all funds for which no liability exists at the expiration of the contract.

EXHIBIT D

Applicable Laws and Authorities

1. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) (Fair Housing Act)
It is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States. The Act makes it unlawful to refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, sex, familial status, or national origin. In addition, Executive Order 12259, directs HUD to take all action necessary and appropriate to prevent discrimination because of race, color, religion, sex, national origin, familial status, or handicap in the sale, leasing, rental, or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are among other things, provided in whole or in part with the aid of loans, advances, grants, or contributions agreed to be made by the Federal government.
2. Section 109 of the Housing and Community Development Act of 1974, as amended (42 USC 5309 and as further defined in 24 CFR 570.602)
No person in the United States shall on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975.
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794)
No otherwise qualified individual will, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds.
4. Davis-Bacon and Related Acts
In accordance with 42 USC 5310, all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act, as amended (40 USC 3141 et seq.). This applies to any construction contract in excess of \$2,000, except in the case of residential property designed for the use of eight or more families.
5. Contract Work Hours and Safety Standard Act (40 USC Chapter 37)
For contracts exceeding \$100,000, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. These requirements apply to the rehabilitation of residential property only if such property is designed for the residential use of eight or more families.
6. Section 3 of the Housing and Community Development Act of 1968 (12 USC 1701u and further defined in 24 CFR Part 135)
Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
7. Lead Based Paint – This agreement is subject to the current HUD lead-based paint requirements under 24 C.F.R. Part 35, “Lead –Based Paint Poisoning Prevention in Certain Residential Structures.” The requirements of Subparts B through R have been promulgated to implement the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.) and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) Subpart B, “General Lead-Based Paint Requirements and Definitions for all Programs”, applies to all target housing receiving federal assistance and includes details on compliance requirements with Federal laws and authorities (24 C.F.R. Part 35, Subpart B, 35.145).

8. Executive Order 11246. As Amended (Equal Employment Opportunity)
Any contractors employed by the Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. All contractors will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. All contractors agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

9. Hatch Act (5 USC 1502)
No member of or Delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from the same. No member of the governing body of the Municipality or Parish and no other officer, employee, or agent of the Municipality or Parish who exercises any function or responsibilities in connection with the planning and carrying out of this project, shall have any personal financial interest, direct or indirect, in the contract; and the Grantee shall take appropriate steps to assure compliance.

10. Access to Records (42 USC 5304(f))
The State grantor agency, the Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Grantee which are directly pertinent to that specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

11. Uniform Real Property Acquisition Policy (42 USC Chapter 61)
To the greatest extent practicable under State law Grantees must comply with the Uniform Real Property Acquisition Policy (42 USC 4651 – 4654), HUD's implementing instructions at 24 CFR Part 42 and inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 C.F.R. Part 42 and 24 CFR 570.606(b).

12. Uniform Relocation Assistance
All Grantees receiving assistance must:
 - (1) Comply with Title II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and HUD implementing regulations at 24 C.F.R. Part 42 and 24 CFR 570.606(a);
 - (2) Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act to all persons displaced as a result of acquisition of real property for an activity assisted under the Community Development Block Grant Program. Such payments and assistance shall be provided in a fair and consistent and equitable manner that insures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex, or source of income;
 - (3) Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices are available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and
 - (4) Inform affected persons of the relocation assistance, policies and procedures set forth in the regulations at 24 C.F.R. Part 42 and 24 CFR 570.606(a).

13. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
These regulations govern the areas of financial management, procurement and overall management control. With exceptions provided in 24 CFR 570.502, all grant recipients must comply with the regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of federal funds.

14. Executive Orders 11296, 11288, 11988, and 11990, as superseded
These Executive Orders relate to: the evaluation of flood hazards, the prevention, control and abatement of water pollution, floodplain management, and wetlands protection.
15. Architectural Barriers Act of 1968 (42 USC 4151 et seq.)
This requires every building or facility (other than privately owned residential structures) designed, constructed or altered with funds provided through this Part be accessible to and usable by physically handicapped individuals, subject to the exemptions contained in 41 C.F.R. 101-19.604. The Grantee will be responsible for conducting inspections to insure compliance with these specifications by sub-contractors.
16. It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. §4001 et seq., which requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of HUD as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal funding. It will comply with 42 USC § 4012a, which requires that if the federal financial assistance is provided in the form of a loan or an insurance or guaranty of a loan, the amount of flood insurance required need not exceed the outstanding principal balance of the loan and need not be required beyond the term of the loan. If the federal financial assistance is in the form of a grant, the requirement of maintaining flood insurance on any dwelling on any part of the property in an amount equal to the lesser of 1) the value of the property less land costs or 2) the maximum amount of flood insurance available under the National Flood Insurance Program to the extent coverage can be obtained under the National Flood Insurance Program, shall apply during the life of the property, regardless of transfer of ownership of such property.
17. EPA's Listing of Violating Facilities
The contractor will insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
18. National Environmental Policy Act of 1969 (42 USC 4321 et seq.)
The Grantee's chief executive officer or other officer of the applicant approved by State consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 C.F.R. 58.1 (a)(3) and (a)(4), which further the purposes of NEPA insofar as the provisions of such federal laws apply to this Part. The Grantee will in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with the National Historic Preservation Act of 1966 by:
 - (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse affects (see 36 C.F.R. Part 800) by the proposed activity; and
 - (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
19. Grantee will comply with all requirements imposed by the State concerning special requirements of law, program requirements and other administrative requirements approved in accordance with 2 CFR Part 200.
20. Grantee will comply with the conflict of interest provisions delineated in 24 CFR 570.611, "Conflict of Interest."
21. Excessive Force, (42 USC, 5304(l))
Each local government must adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations, and must adopt and enforce State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such demonstrations.

22. Restrictions on Lobbying, (24 CFR Part 87; 31 U.S.C. 1352)
Provides that no federal funds may be used for any lobbying purposes regardless of the level of government.
23. Debarment and Suspension – Executive Orders 12549; 12689; 2 CFR part 180.220
Local governments must comply with the provisions relating to the employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debarment, suspension, or placement in ineligibility status.
24. Antidisplacement, (42 USC 5304(d))
Local governments must comply with the provisions relating to residential antidisplacement and relocation assistance as further defined in 24 CFR 570.606.
25. Americans With Disabilities Act of 1990 (42 USC 12101 et seq)
The ADA is a civil rights law that prohibits discrimination against qualified people with disabilities in employment, public services and transportation, public accommodations, and telecommunications services.
26. Severability
If any term or condition of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.
27. Entire Agreement
This Agreement constitutes the entire agreement between the Local Government and the Division of Administration for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the Local Government and the Division of Administration with respect to this Agreement.
28. Continuing Obligation
Grantee has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclosed may constitute grounds for suspension and/or termination of the Contract and debarment from future Agreements.
29. Auditors
It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of Grantee which relate to this agreement.
30. Force Majeure
The Grantee and the Division of Administration are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.
31. Governing Law
This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the application for federal financial assistance; and this Agreement. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana

ATTN: Johnathan Kaufman
 Building and Development
 Department Planning Commission

We, the property owners of Highland Subdivision concerning Jackson and Copley Street, are writing to appeal the decision made by the zoning committee on August 19, 2024. The concerns we have include property parcel 118514, owned by Shawn D. Russ and Joseph Russ. They are requesting to build three single family homes on this parcel which is .456 acres. The minimum lot size is 7200 sq ft per home. The lot size they are planning is 6600 sq ft, which does not meet the requirements. The Highland Subdivision experiences severe drainage problems because it is located in a flood zone. The land in this area has a vast amount of standing water sitting on it, especially during the months of March- June. We need an explanation of how the drainage problem will be addressed, prior to construction. We also have concerns about parking, which weren't addressed during the August 19th meeting. We have concerns about potential roadside parking.

Charley M Lee Jr 128 Copley
 Julie Lee 128 Copley
 Steve Cassio 125 Copley
 Connie Spivey 215 Jackson St
 355-4769
 Marie Fleury 413-0375
 Sharkell Jackson Allen 213 Jackson
 Tremell Alley 213-Jackson
 791-2628
 Deborah A. Watson 376-1020



Planning Commission

TO: Mayor Staci Albritton Mitchell
Alderman Morgan Buxton
Alderman James Polk Brian
Alderman Ben Westerburg
Alderman Thomas Hamilton
Alderman Rodney Welch
Doug Caldwell, City Attorney
Lydia Holland, City Attorney
Cindy Emory, City Clerk
Andrea Pate, 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 August 19, 2024
Planning Commission meeting, for your review:

Case for Review to be heard by City Council on 9-3-2024:

PBG/SUB-24-55000001 by Sharon D. Russ-Joseph Russ for property located on Copley Street (Parcel 118514). Requesting Planned Building Group / Subdivision Review for Highlander West (3 lots) .456 total acres in Sec44 T18N R3E per West Monroe Code of Ordinances Section 12-2001. The Developer plans to build three single family homes at this location, each on a lot with a square footage of 6600 ft (instead of the otherwise required minimum lot size of 7200 sq ft) and will meet the minimum road width of 60 feet. This application was TABLED at the July 15, 2024, Planning Commission Meeting. Ron Haisty, RCH Co., spoke on behalf of the application. After the last meeting, Mr. Haisty provided the Copley Street Flowline Survey, Topographic Survey and Existing Drainage, Site Plan depicting the layout of the 3 homes, and the Proposed Drainage Plan. Brian Bendily stated that all documents indicate that drainage is accounted for and drains properly. Mr. Kaufman explained that the property is located within a flood zone. The runoff from the houses appears to be directed to the roadside ditch via swale ditches in between each house. There is an additional swale ditch between the eastern most house and the adjacent property owner. The flow line elevation of the ditch appears to be around 75.91 on the west end of the proposed tract. It appears to be around 75.52 in the center and 76.27 near the discharge to the east. There does appear to be a belly in the ditch in front of those houses. Mr. Kaufman will discuss with public works regarding the culvert invert to see if the City can reestablish a grade in the ditch towards the discharge. Outside of the proposed development there appears to be no change in the existing water flow off the property. Each house is provided with a single car carport accounting for one parking space. The driveway shows to be 12.7' wide there is approximately 35' from the edge of the roadway to the house. This should provide for two parking spaces with an approximately 10' buffer from the car to the edge of the roadway. The police department has the ability to write tickets if parking in the street begins to impede the flow of traffic. In the Department Reviews, all concerns were addressed. Lisa Strange provide pictures of the flooding in the area from rains in April 2024. Tom Malmay discussed the planned drainage improvements for the area. The property owners at 215 Jackson Street, Mario & Connie Spivey, expressed concern for drainage issues and access to their backyard. They were advised to contact Public Works and/or to attend a City Council Meeting regarding their culvert and driveway. Lucille Lee, 128 Copley Street, stated that she is not in favor of the application, as she prefers two homes to three on the site. Issues of concern to her, along with drainage, are high grass and possible wildlife in the area. An unknown female (age 65) wants the City to clean and maintain the ditches. The final decision on this application is made by the Planning Commission. Tom Malmay made a motion to APPROVE this application. Melody Olson seconded. All in Favor. The application is **APPROVED**.

THIS DECISION WAS APPEALED TO THE CITY COUNCIL. The West Monroe City Council will hear this case on September 3, 2024.

SUB-24-55000001 by Shawn D. Russ / Joseph Russ for property located on Copley Street (Parcel 118514). Requesting Subdivision Review for Highlander West (3 lots) .456 total acres in Section 44 T18N R3E per West Monroe Code of Ordinances Section 12-2001.

Location Map:

NOTE: Maps are printed from information provided from the Ouachita Parish Tax Assessor's Office information and its ONLY PURPOSE is to give the Commission a general idea of the location of the property. It is not intended for use as a legal description / boundary line / nor lot shape determination.



You are always welcome to visit our office to view additional documents in file, request additional information 318-397-6722, or to speak with Jonathan.

Department Review Responses:

PBG/SUB-24-55000001 by Shawn D. Russ-Joseph Russ for property located on Copley Street (Parcel 118514). Requesting Planned Building Group / Subdivision Review for Highlander West (3 lots) .456 total acres in Sec44 T18N R3E per West Monroe Code of Ordinances Section 12-2001. The Developer plans to build three single family homes at this location, each on a lot with a square footage of 6600 ft (instead of the otherwise required minimum lot size of 7200 sq ft) and will meet the minimum road width of 60 feet. This application was TABLED at the July 15, 2024, Planning Commission Meeting.

7-16-2024 9:47 am Email TO Ron Haisty and CC'd Mr. Russ:

Mr. Russ visited in office with Jonathan Kaufman just a few minutes ago. Mr. Russ plans to proceed with the 3 lot development application. This will NOT go to City Council (that was my error). If you can provide the requested information to us as soon as possible – this application will go to Planning Commission for final approval on August 19, 2024.

From my understanding this is what we need (but Mr. Russ can explain better):

- Topographic Survey only – not a DIS
- Contour elevations / estimated finished floor
- Survey plan and how drainage will be addressed
- Site plan showing setbacks

Jonathan feels the parking is easily explainable and he discussed that with Mr. Russ.

7-16-2024 10:26 am Email response FROM Ron Haisty:

Ann- sounds good. I'll get these items put together.

Sincerely,

Ronny C. Haisty, Jr., P.E., P.L.S.

7-24-2024 10:53 am Email TO Ron Haisty:

Ron – Is any of the requested information regarding Russ Development on Copley Street ready for Jonathan to review?

Department Reviews As of 7-24-2024

Project Manager, City Engineer Daryl Platt, Director of Public Works	JRK to discuss in Meeting Water & Sewer are available for the proposed development. Culverts would be required for each driveway. \$100 culvert application fee for each driveway through Public Works.
Charles Huggins, West Monroe Fire Department Jason Pleasant, Police Chief, WM Police Dept. Jeremy Ratcliff, Building & Development Atmos Energy Adam Riser, Entergy Area Design Manager Anthony Woods, OIC Postmaster, US Post Office A T & T James Green, Ouachita 911 Shannon Fletcher, Code Enforcement Public Works Complex, GIS	No issues from the WMFD No issues from the WMPD No issues from Building Official / LSUCC Review Complete No response No response No response No response No issues from Ouachita 911 No issues with Code Enforcement No issue with GIS

7-30-2024 9:27 am Email TO Ron Haisty
Ron – Is any of the requested information regarding Russ Development on Copley Street ready for Jonathan to review?

7-30-2024 9:28 am Email FROM Ron Haisty
Hi Ann- yes, we are close on it. I will have sent over by tomorrow. Thank you for checking on us.
Sincerely,
Ronny C. Haisty, Jr., P.E., P.L.S.

08-05-2024 Email FROM Ron Haisty
Received the following: Topographic Survey and Existing Drainage, Site Plan depicting the layout of the 3 homes, and Proposed Drainage Plan

08-19-2024 Email FROM Ron Haisty
Received the following: Copley Street Ditch Survey

PLANNING COMMISSION MINUTES
Monday, July 15, 2024

Item 3)

- MEMBERS PRESENT: Tom Malmay
Judy Poole
Brian Bendily
AJ Word
Melody Olson
- OTHERS PRESENT: Jeremy Ratcliff, Asst. Director, Building & Development
Doug Caldwell, West Monroe City Attorney
Ann Cottrell, Building & Development
Joseph Russ, 122 Copley Street (Applicant)
Ronny Haisty Jr (Surveyor for Russ Project)
Eugenia R. Price, 123 Copley St
Steve Cascio, 125 Copley St
Charley & Lucille Lee, 128 Copley St
Lisa Strange, 118 Copley St
J. R. Frantom, 107 Frantom Lane

The Monday, July 15, 2024, Planning Commission Meeting was called to order by Brian Bendily. The Commission approved the minutes of the Monday, June 17, 2024, Planning Commission meeting.

The cases for review were:

ZC-24-450000010 by BAH Nathan Village Ltd / Jeremy Mears for property located at 118 N Hilton Street (Parcel 101491). Requesting Zone Change from O-L (Open Land) District to R-2 (Multi-Family Residential) District per West Monroe Code of Ordinances Section 12-5013. Ann Cottrell, explained that the property was recently annexed into the West Monroe City Limits and as with all annexed properties, it came into the City zoned as Open Land. The current use of the property is an apartment complex (built & completed prior to annexation); therefore, an R-2 (Multi Family Residential) Zoning District would align with its current use. Mr. J.R. Frantom, as an adjacent property owner, asked if his property (Parcel #20423) had been annexed without his knowledge. He was assured that it had not been annexed and was not within the City Limits. He was assured that he would be notified. He had no objections to this rezoning. Melody Olson made a motion to **send this application to the City Council with a FAVORABLE Recommendation**. Judy Poole seconded. All in Favor. The West Monroe City Council will hear this case on August 6, 2024.

SUB-24-550000001 by Shawn D. Russ / Joseph Russ for property located on Copley Street (Parcel 118514). Requesting Subdivision Review for Highlander West (3 lots) .456 total acres in Sec44 T18N R3E per West Monroe Code of Ordinances Section 12-2001. Ann Cottrell explained that the application should be reviewed as a Planned Building Group due to the square footage of the lots. The minimum required square footage is 7200 per lot with each of these lots being 6600 square feet. Mr. Ronny Haisty Jr. spoke on behalf of the application as the surveyor for the project as we awaited the arrival of Mr. Joseph Russ (the applicant). Lisa Strange, Lucille Lee, and Eugenia Price spoke on behalf of the neighborhood and in opposition to the application. Reasons for concern were drainage, parking and property value decreasing. The drainage, standing water and flooding issues were a main concern. Mr. Russ arrived to discuss the project. He stated the homes would be approximately 1285 sq feet each and would meet parking requirements. This property is located within an "X" Flood Zone. Each home will be a top quality 3 bed and 3 bath home with a selling price of approximately \$200,000. Due to neighborhood concerns, AJ Word made a motion to **TABLE the application for more information to be provided from the applicant, including parking, drainage, elevation and site plan**. Judy Poole seconded. All in Favor.

In Other Business:

The Commission would like to have an open discussion regarding the Off-Street Parking Ordinances, specifically regarding new multi-family developments. The Commission requests that Mr. Kaufman provide options and/or solutions at the next regularly scheduled Planning Commission Meeting on 8-19-2024 including a proposal for changes to the parking requirements.

As there was no further business, the meeting was adjourned.

CITY OF WEST MONROE
OFFICE OF BUILDING & DEVELOPMENT: ZONING PROCESS APPLICATION
 2305 N 7th Street, West Monroe, LA 71291 318 396-2600 318 397-6722
 Jonathan Kaufman, Building & Development Director

CASE TITLE & NO.: SUB 24-5500001 DATE RECEIVED: JUN 05 2024 A

Complete Items Indicated for the following:

<input type="checkbox"/>	Planning Approval	FEE	\$200	1,2,3,4,5,6,10,15,16
<input type="checkbox"/>	Planning Approval/Special Exception	FEE	\$300	1,2,3,4,5,6,10,11,15,16
<input type="checkbox"/>	Variance	FEE	\$200	1,2,3,4,5,6,11,15,16
<input type="checkbox"/>	Planning Approval - Parking Plan	FEE	\$200	1,2,3,4,5,6,7,10,15,16
<input type="checkbox"/>	Planned Building Group Approval	FEE	\$200/1 AC+\$10/ADDL ACRE	1,2,3,4,5,6,8,9,10,15,16
<input type="checkbox"/>	Planned Unit Development	FEE	\$200/1 AC+\$10/ADDL ACRE	1,2,3,4,5,6,8,9,10,15,16
<input type="checkbox"/>	Zoning Ordinance Amendment	FEE	\$300	1,2,3,10,12,13,14,15,16
<input type="checkbox"/>	Zoning Ordinance Map Amendment	FEE	\$300/1 AC+\$10/ADDL ACRE	1,2,3,10,12,13,14,15,16
<input type="checkbox"/>	Revocation	FEE	\$300	1,2,3,5,10,14,15,16
<input checked="" type="checkbox"/>	Subdivision Review (Preliminary, Final)	FEE	\$200/1 AC+\$10/ADDL ACRE	1,2,3,4,6,10,15,16
<input type="checkbox"/>	Annexation	FEE	\$-0-	1,2,3,10,12,13,14,15,16
<input type="checkbox"/>	Dedication	FEE	\$-0-	1,2,3,4,5,6,10,14,15,16

1. Applicant's Name: JOSEPH RUSS Phone: 318/614-9047
 Mailing Address: 4733 Sonny Velde Rd
 EMAIL Address: BASTROP LA 71220
 Interest in Application: _____
 2. Site: Municipal Address: COPELY STREET (122), WEST MONROE, LA
 Location Legal Description if no municipal number: _____

MUST ATTACH COPY OF DEED OR MORTGAGE FOR LEGAL DESCRIPTION OF PROPERTY

Existing Zoning: R-2 Proposed Zoning: - Trx R#: 118514
 Existing Use: _____

3. REQUEST (Be specific in description):
SUBDIVIDE PARCEL NO. 118514 INTO
3 RESIDENTIAL LOTS
 4. Use by Planning Approval. Indicate any existing deed restrictions:
None that are aware of
 Previous Applications on File: _____
 Approximate cost of work involved: _____

Plot Plan attached (☐) Floor Plan and elevation attached (☐)
 Copies of Drainage plan attached (☐) Subdivision plat attached (☐)

5. Names and mailing address of ADJACENT property owners.
ZONING OFFICE WILL SUPPLY
 6. For Planning Approval & Parking Plans: Number of Parking Spaces Required: _____
 () Parking Layout attached Number of Parking Spaces Provided: _____
 7. For Planning Approval: Plan of Combined Sharing of Parking Facilities
 8. For Planned Building Group or Planned Residential Development. Provide site plans which shall include:
 () Land use of adjoining properties () Public and private easements and rights-of-ways () Location of
 existing structures on adjacent property () Location, number of stories and gross floor area of proposed
 principal buildings and accessory structures () Curb cuts () Driveways () Off-street parking area
 () Off-street loading areas () Walls () Special purpose open areas () Location and height of fences, walls
 and screen planting () Types of paving or other surfaces.
 9. For Planned Residential Development:
 () Location of proposed commercial facilities, if any, for sole use of residents of the proposed PKD (from B-1
 and B-2 uses) () Submit subdivision application concurrent with the application for PKD if required for
 proposed development.
 10. **PLANNING COMMISSION HEARING DATE:** JULY 15, 2024
TIME: 5:00 P.M.
 11. **BOARD OF ADJUSTMENTS HEARING DATE:** _____, 20____
TIME: 5:00 P.M.



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- () 12. For Zoning Ordinance or Ordinance Map Amendments (Zone Changes), if the proposed use would require an amendment to the Zoning Ordinance or Map indicate reasons for amendment; this ordinance including the Zoning Map is based on comprehensive planning studies and is intended to carry out the objectives of a sound, stable and desirable development. It is recognized that casual change or amendment to the ordinance would be detrimental to the achievement of that objective, and it is therefore declared to be the public policy to amend this ordinance only when one or more of the following conditions prevail:

- A. Error: there is a manifest error in the ordinance;
- B. Change in conditions; changed or changing conditions in a particular area or in the metropolitan area generally make a change in the ordinance necessary and desirable.
- C. Increase in need for sites for business or industry; increased or increasing needs for business or industrial sites in addition to sites that are available make it necessary and desirable to rezone an area or to extend the boundaries of an existing district;
- D. Subdivision of land; the subdivision or imminent subdivision of open land into urban building sites makes reclassification necessary and desirable.

ALL PROPERTY OWNERS WITHIN 300 FEET IN ALL DIRECTIONS (NORTH, SOUTH, EAST & WEST) FROM THE PROPOSED CHANGE WILL BE NOTIFIED OF THIS APPLICATION.

Indicate name and address of every person, firm or corporation represented by the applicant.

Signatures of Owners of entire land area included within proposed map amendment and Signatures of Owners of all existing structures within proposed map amendment are required.

List All encumbrances of the land structures.

- () 13. **PLAT:** If the proposed amendment would require a change in the Zoning Map, a plat showing the land area which would be affected, the present zoning classification of the area, the land area of all abutting districts and the present zoning classification thereof, public rights-of-ways and easements bounding and intersecting the designated area and the abutting districts, the locations of all existing and proposed structures with supporting open facilities, and the specific ground area to be provided and continuously maintained for the proposed structure or structures.
- DEVELOPMENT SCHEDULE:** The time schedule for the beginning and completing of development planned; if the development is planned in stages, the time schedule shall indicate the successive stages and the development planned for each stage.
- MARKET INFORMATION:** If the proposed amendment would require a change in the Zoning Map by rezoning an area from an existing Residential District to a free-standing Business District, would require more than double the area of an existing business district entirely surrounded by residential districts, or would enlarge the area of a written description of the market area to be served by the development, the population thereof, the effective demand for the proposed facilities and any other information describing the relationship of the proposed development to the needs of the applicable area.
- PUBLIC NEED:** The change or changing conditions in the applicable area, or in metropolitan area generally, that make the proposed amendment necessary and desirable for the promotion of the public health, safety or general welfare.
- EFFECT OF AMENDMENT:** A report giving the nature, description and effect of the proposed amendment; if the proposed amendment would require a change in the zoning map, a description of the probable effect on the surrounding land use and properties.
- ERROR:** The error (if error be alleged) in this ordinance that would be corrected by the proposed amendment.

- () 14. **CITY COUNCIL PUBLIC HEARING DATE:** _____, 20____
TIME: 6:00 P.M.

X 15. Signature of Applicant: Joseph Russ [Signature]
 PRINT NAME SIGNATURE

Signature of Property Owner: Shawn Russ [Signature]
 PRINT NAME SIGNATURE

- X 16. **REQUIRED FEE:** _____ (MUST BE PAID PRIOR TO PROCESSING OF THIS APPLICATION)

DEADLINE DATE FOR SUBMITTING THIS APPLICATION:

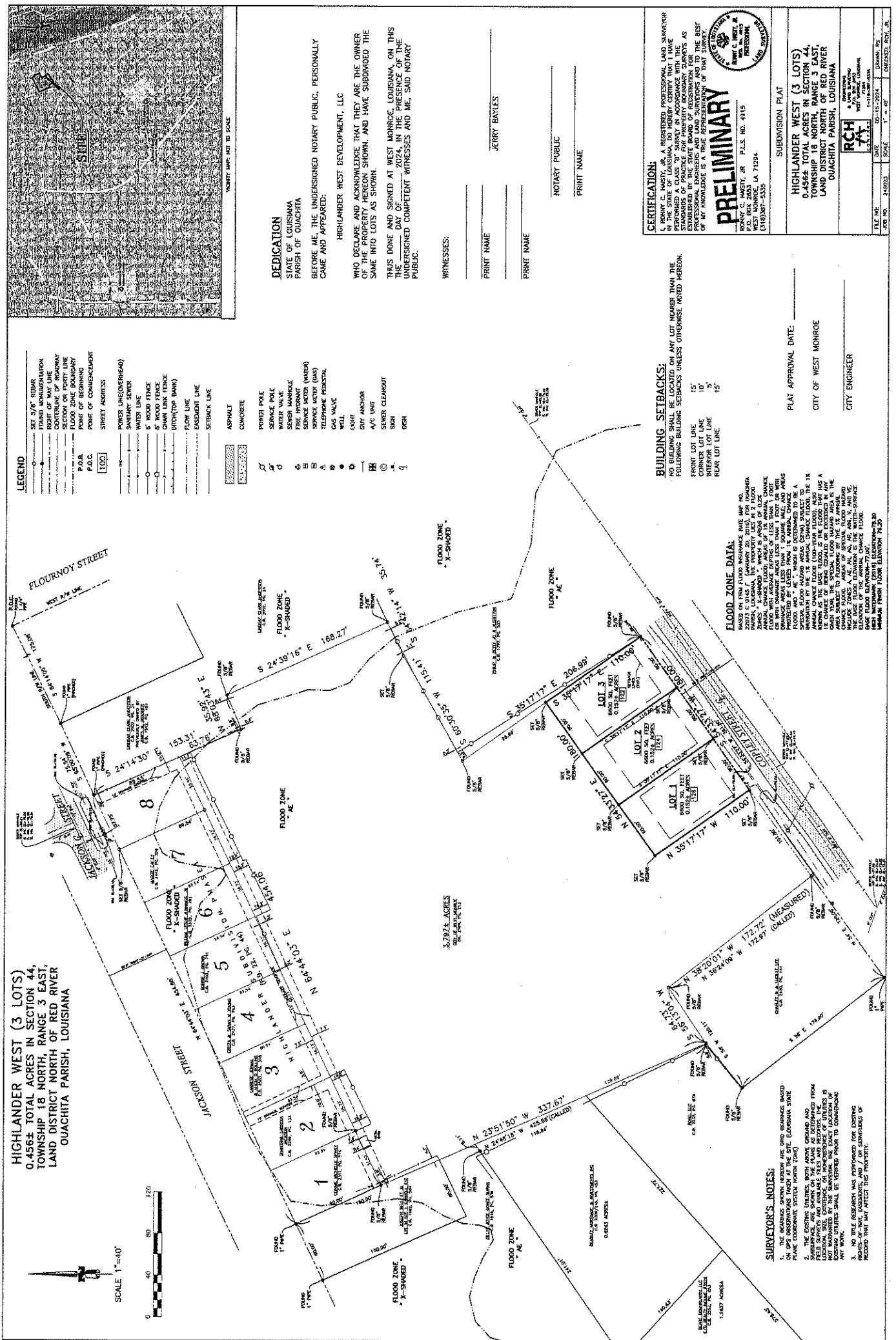
NOON ON THURSDAY, June 13, 2024

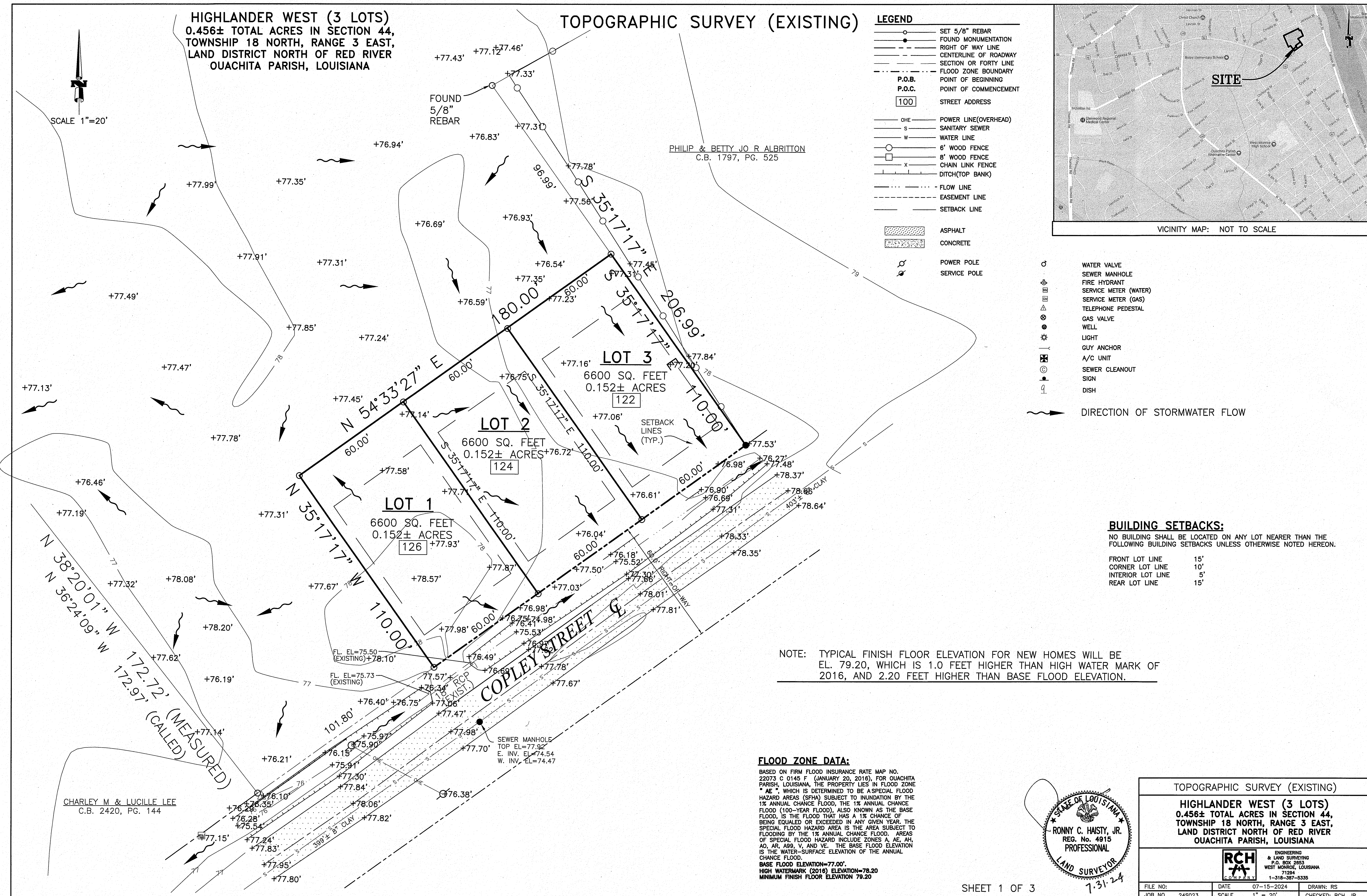
**A COMPLETE WRITTEN DESCRIPTION
 OF YOUR REQUEST AND A DETAILED SITE PLAN
 MUST BE ATTACHED TO APPLICATION AT TIME OF
 SUBMITTAL TO ZONING DEPT.**

NOTE: Applicant, Owner and/or Representative is REQUIRED to attend the meeting to answer questions regarding this application.

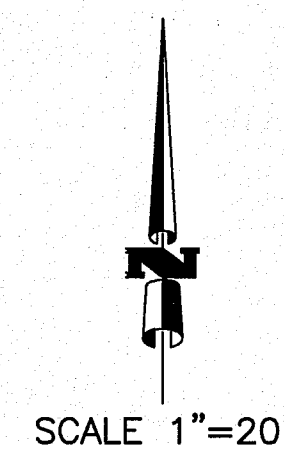


AnyScanner





HIGHLANDER WEST (3 LOTS)
0.456± TOTAL ACRES IN SECTION 44,
TOWNSHIP 18 NORTH, RANGE 3 EAST,
LAND DISTRICT NORTH OF RED RIVER
OUACHITA PARISH, LOUISIANA



SITE PLAN

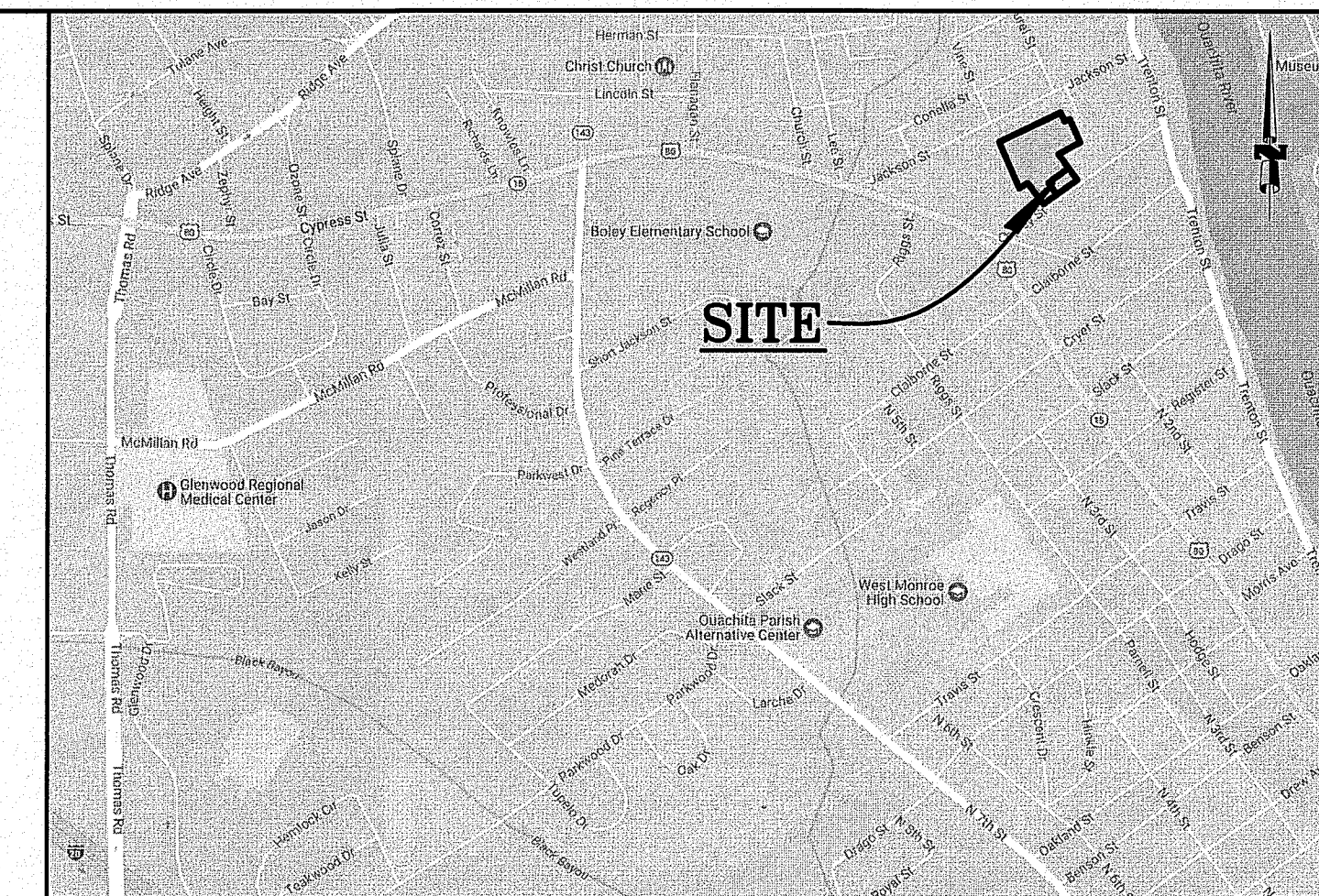
PHILIP & BETTY JO R ALBRITTON
C.B. 1797, PG. 525

LEGEND

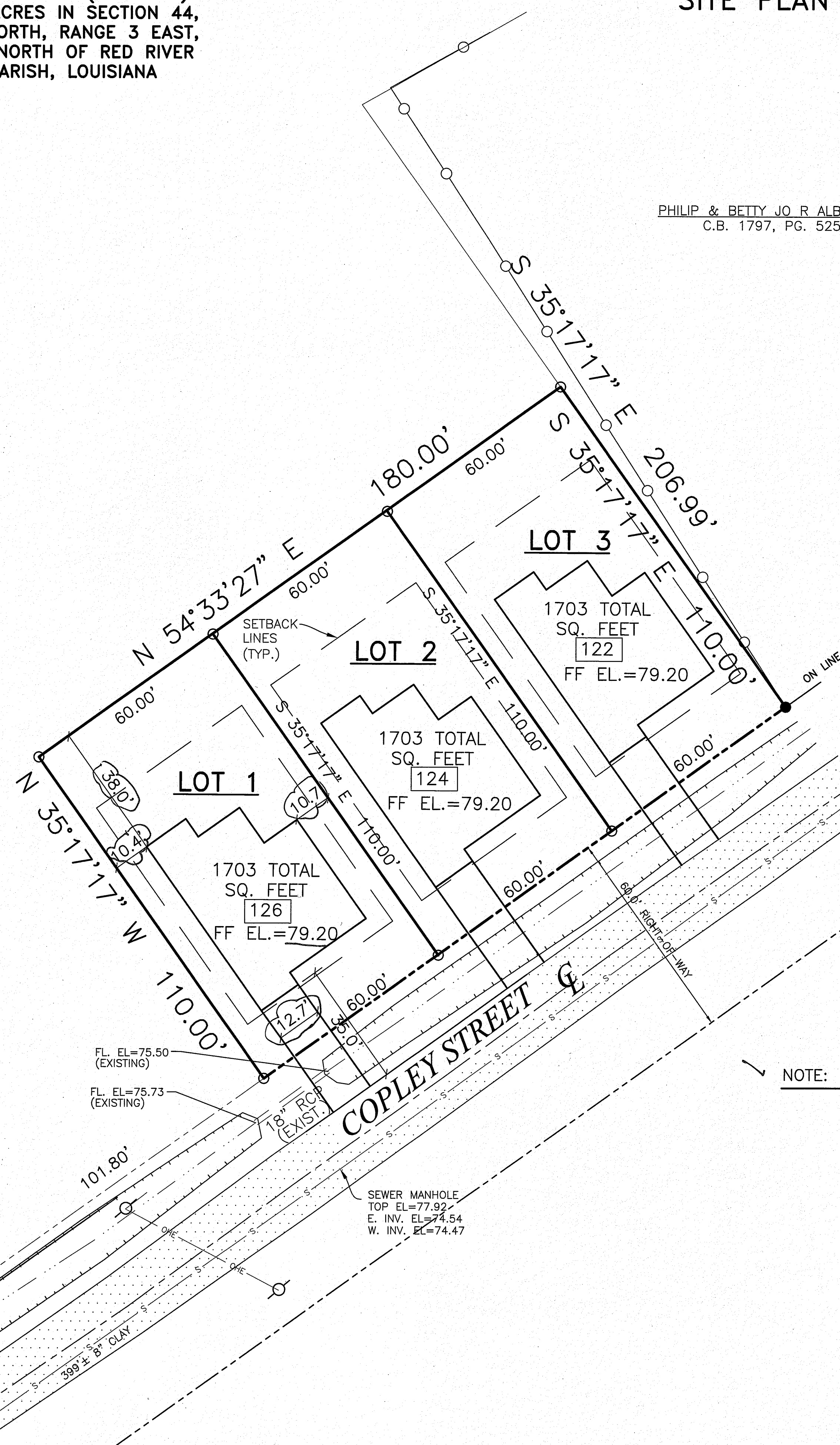
- SET 5/8" REBAR
- FOUND MONUMENTATION
- RIGHT OF WAY LINE
- CENTERLINE OF ROADWAY
- SECTION OR FORTY LINE
- FLOOD ZONE BOUNDARY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- 100 STREET ADDRESS
- OHE POWER LINE(OVERHEAD)
- S SANITARY SEWER
- W WATER LINE
- 6" WOOD FENCE
- 8" WOOD FENCE
- x CHAIN LINK FENCE
- DITCH(TOP BANK)
- FLOW LINE
- EASEMENT LINE
- SETBACK LINE

- ASPHALT
- CONCRETE

- POWER POLE
- SERVICE POLE
- WATER VALVE
- SEWER MANHOLE
- FIRE HYDRANT
- SERVICE METER (WATER)
- SERVICE METER (GAS)
- TELEPHONE PEDESTAL
- GAS VALVE
- WELL
- LIGHT
- GUY ANCHOR
- A/C UNIT
- SEWER CLEANOUT
- SIGN
- DISH



VICINITY MAP: NOT TO SCALE



NOTE: DIMENSIONS SHOWN FOR HOUSE POSITIONING ARE TYPICAL FOR ALL 3 LOTS.

BUILDING SETBACKS:

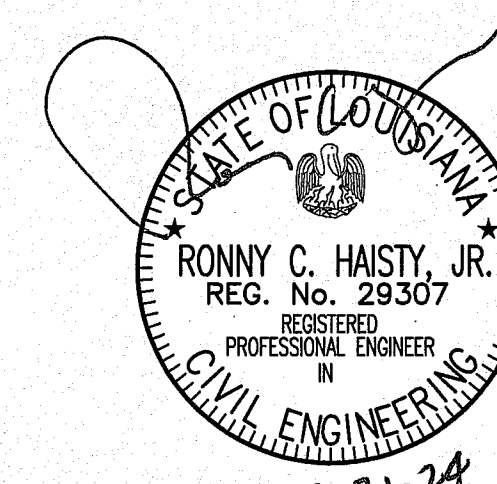
NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER THAN THE FOLLOWING BUILDING SETBACKS UNLESS OTHERWISE NOTED HEREON.

FRONT LOT LINE	15'
CORNER LOT LINE	10'
INTERIOR LOT LINE	5'
REAR LOT LINE	15'

FLOOD ZONE DATA:

BASED ON FIRM FLOOD INSURANCE RATE MAP NO. 22073 C 0145 F (JANUARY 20, 2016), FOR OUACHITA PARISH, LOUISIANA, THE PROPERTY LIES IN FLOOD ZONE "AE", WHICH IS DETERMINED TO BE A SPECIAL FLOOD HAZARD AREAS (SFHA) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, THE 1% ANNUAL CHANCE FLOOD (100-YEAR FLOOD), ALSO KNOWN AS THE BASE FLOOD, IS THE FLOOD THAT HAS A 1% CHANCE OF BEING EQUALED OR EXCEEDED IN ANY GIVEN YEAR. THE SPECIAL FLOOD HAZARD AREA IS THE AREA SUBJECT TO FLOODING BY THE 1% ANNUAL CHANCE FLOOD. AREAS OF SPECIAL FLOOD HAZARD INCLUDE ZONES A, AE, AH, AO, AR, AS9, V, AND VE. THE BASE FLOOD ELEVATION IS THE WATER-SURFACE ELEVATION OF THE ANNUAL CHANCE FLOOD.
BASE FLOOD ELEVATION=77.00'.
HIGH WATERMARK (2016) ELEVATION=78.20
MINIMUM FINISH FLOOR ELEVATION 78.20

CHARLEY M & LUCILLE LEE
C.B. 2420, PG. 144



SHEET 2 OF 3

7.31.24

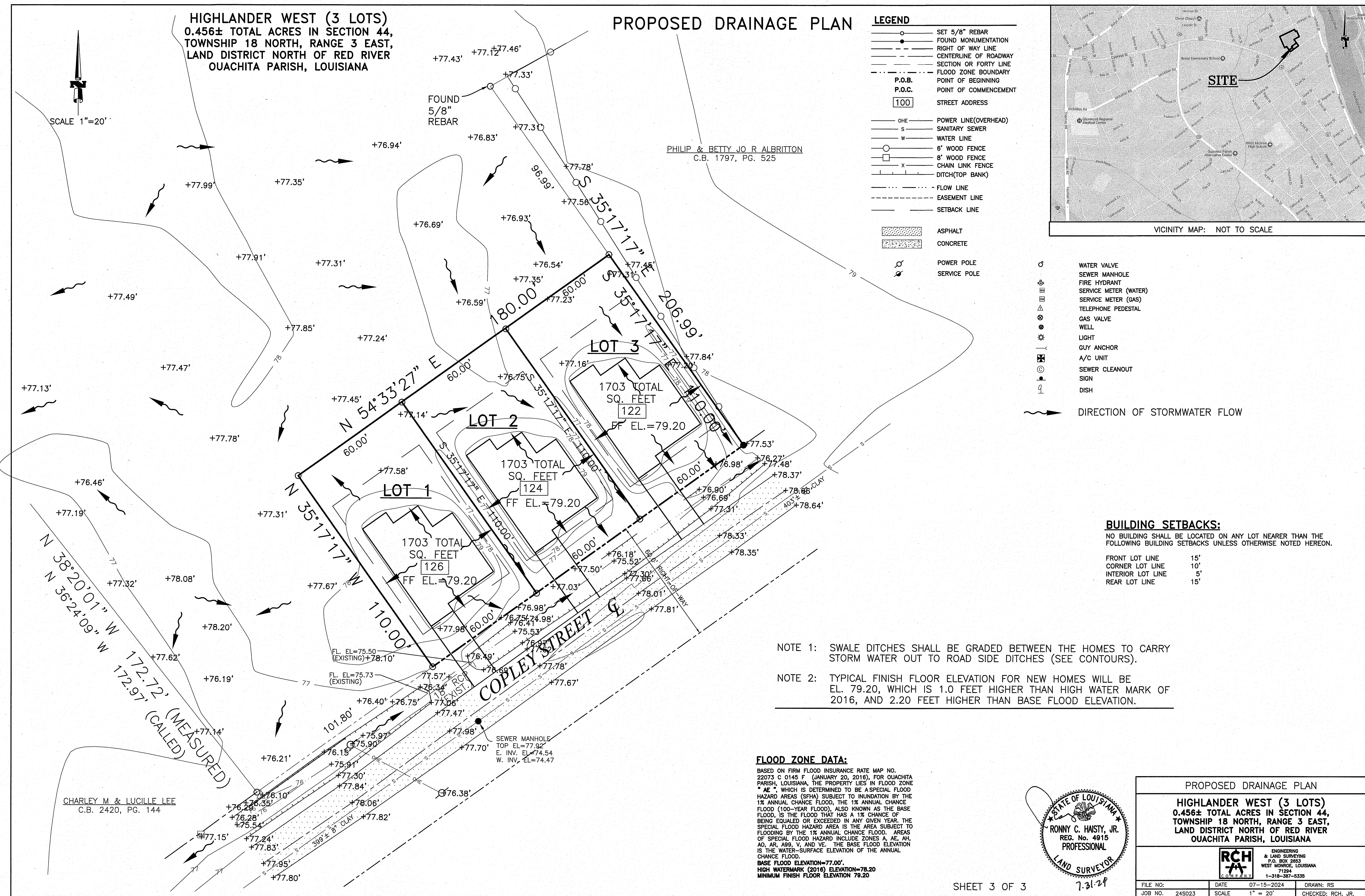
SITE PLAN

HIGHLANDER WEST (3 LOTS)
0.456± TOTAL ACRES IN SECTION 44,
TOWNSHIP 18 NORTH, RANGE 3 EAST,
LAND DISTRICT NORTH OF RED RIVER
OUACHITA PARISH, LOUISIANA



ENGINEERING
& LAND SURVEYING
P.O. BOX 2853
WEST MONROE, LOUISIANA
71294
1-318-387-5335

FILE NO:	DATE	07-15-2024	DRAWN: RS
JOB NO. 245023	SCALE	1" = 20'	CHECKED: RCH, JR.



STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO REVOKE ALL OF THE RIGHTS OF THE CITY OF WEST MONROE, IF ANY, IN AND TO AN ALLEYWAY IN THE CITY OF WEST MONROE, LOUISIANA, WHICH IS NO LONGER NEEDED FOR PUBLIC USE, BEING THAT ALLEYWAY LOCATED SOUTHWESTERLY OF THOSE TRACTS ORIGINALLY DESCRIBED AS LOTS 1 TO 4 OF SQUARE 5 OF AUSTIN-EBY FIRST NORTHERN ADDITION, THE PLAT OF WHICH IS OF RECORD IN PLAT BOOK 1, PAGE 11, RECORDS OF OUACHITA PARISH, LOUISIANA; WHICH IS LOCATED NORTHEASTERLY OF THOSE TRACTS ORIGINALLY DESCRIBED AS LOTS 4 TO 8 OF BLOCK 1 OF T.E. FLOURNOY'S FIRST ADDITION, THE PLAT OF WHICH IS OF RECORD IN PLAT BOOK 1, PAGE 20, RECORDS OF OUACHITA PARISH, LOUISIANA; AND WHICH IS BOUNDED ON THE SOUTHEAST BY THE NORTHWESTERLY RIGHT OF WAY LINE OF MILL STREET AND BOUNDED ON THE NORTHWEST BY THE SOUTHEASTERLY RIGHT OF WAY LINE OF MILL STREET [ALL OF WHICH IS ALSO MORE CLEARLY SHOWN IN "CHANGE OF POSITION OF MILL STREET BETWEEN BLK. 3 MCLAIN & HEIRS OF CROSLY ADD'N & BLK. 5 AUSTIN & EBY'S NORTHERN ADD'N" OF RECORD IN PLAT BOOK 1, PAGE 11, RECORDS OF OUACHITA PARISH, LOUISIANA], BUT EXCEPTING FROM THE REVOCATION AND RESERVING TO THE CITY ANY AND ALL RIGHTS-OF-WAY, EASEMENTS, SERVITUDES AND SIMILAR RIGHTS OF RECORD OR OF USE FOR THE INSTALLATION, REPAIR AND MAINTENANCE OF UTILITIES AND UTILITY SERVICES, OF WHATEVER TYPE OR NATURE, WHETHER OWNED OR MAINTAINED BY THE CITY OR OWNED, UTILIZED OR MAINTAINED BY OTHERS PURSUANT TO CITY FRANCHISE, AGREEMENT, OR OTHER ARRANGEMENT; AND TO FURTHER PROVIDE WITH RESPECT THERETO.

WHEREAS, that alleyway located southwesterly of those tracts originally described as Lots 1 to 4 of Square 5 of Austin-Eby First Northern Addition, the plat of which is of record in Plat Book 1, page 11, records of Ouachita Parish, Louisiana; which is located northeasterly of those tracts originally described as Lots 4 to 8 of Block 1 of T.E. Flournoy's First Addition, the plat of which is of record in Plat Book 1, page 20, records of Ouachita Parish, Louisiana; and which is bounded on the southeast by the northwesterly right of way line of Mill Street and bounded on the northwest by the southeasterly right of way line of Mill Street [all of which is also more clearly shown in "Change of Position of Mill Street Between Blk. 3 McLain & Heirs of Crosley Add'n & Blk. 5 Austin & Eby's Northern Add'n" of record in Plat Book 1, page 11, records of Ouachita Parish, Louisiana], is no longer needed for public purposes and/or has been abandoned, and the dedication to public use should be revoked, but excepting from the revocation and reserving to the City any and all rights-of-way, easements, servitudes and similar rights of record or of use which are for the installation, repair and maintenance of utilities and utility services, of whatever type or nature, whether owned, utilized, or maintained by the City or owned, utilized or maintained by others

pursuant to city franchise, agreement, or other arrangement; and

WHEREAS, all adjoining property owners have been notified of the proposed revocation and have made no objection;

WHEREAS, the City is uncertain as to its continued ownership of the alleyway, as reference is made on that plat of Austin-Eby First Northern Addition, that plat of which is of record in Plat Book 1, page 11, records of Ouachita Parish, Louisiana, as to its prior revocation, but no official act of the City taking such action has been able to be located, so that the City is agreeable to revoke this alleyway only as to any continuing interest the City may have;

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 all of the interest of the City of West Monroe, if any in that alleyway located southwesterly of those tracts originally described as Lots 1 to 4 of Square 5 of Austin-Eby First Northern Addition, the plat of which is of record in Plat Book 1, page 11, records of Ouachita Parish, Louisiana; which is located northeasterly of those tracts originally described as Lots 4 to 8 of Block 1 of T.E. Flournoy’s First Addition, the plat of which is of record in Plat Book 1, page 20, records of Ouachita Parish, Louisiana; and which is bounded on the southeast by the northwesterly right of way line of Mill Street and bounded on the northwest by the southeasterly right of way line of Mill Street [all of which is also more clearly shown in “Change of Position of Mill Street Between Blk. 3 McLain & Heirs of Crosley Add’n & Blk. 5 Austin & Eby’s Northern Add’n” of record in Plat Book 1, page 11, records of Ouachita Parish, Louisiana] is no longer needed for public purposes and/or has been abandoned, and the same is hereby forever revoked and set aside, but excepting and reserving to the City any and all rights-of-way, easements, servitudes and similar rights of record or of use for the installation, repair and maintenance of utilities and utility services, of whatever type or nature, whether owned, utilized, or maintained by the City or owned, utilized or maintained by others pursuant to city franchise, agreement, or other arrangement.

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 3rd day of September, 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 3RD DAY OF
SEPTEMBER, 2024.

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

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

STATE OF LOUISIANA

CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO 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 401 PAVILION ROAD, WEST MONROE, LOUISIANA, AS MORE PARTICULARLY DESCRIBED ON THE ATTACHED EXHIBIT "A", PURSUANT TO THE APPLICATION OF WARHAWK ENTERPRISES, LLC, SO AS TO RE-ZONE SAID PROPERTY FROM AN I-1 (LIGHT INDUSTRIAL) DISTRICT TO A R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT; TO AUTHORIZE AND DIRECT THE DIRECTOR OF PLANNING AND DEVELOPMENT OF THE CITY OF WEST MONROE, LOUISIANA, OR OTHER APPROPRIATE PERSON ACTING 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 401 Pavilion Road, West Monroe, Louisiana, as more particularly described on the attached Exhibit "A",

from an I-1 (Light Industrial) District to a R-2 (Multi-Family Residential) District, pursuant to the application of Warhawk Enterprises, LLC.

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 Director of Planning and Development of the City of West Monroe, Louisiana, or any other appropriate person 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 3rd day of September, 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 3RD DAY OF
SEPTEMBER, 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: 401 PAVILION ROAD
WEST MONROE, LOUISIANA

Lot 15 of West Monroe Commercial Park Division Subdivision, in Sections 29, 32 and 33, Township 18 North, Range 3 East, Ouachita Parish, Louisiana, as per plat filed in Plat Book 19, Page 143, records of Ouachita Parish, Louisiana

STATE OF LOUISIANA

CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO REVOKE THE DEDICATION OF ALL OF THAT PORTION OF THE 500 BLOCK AND 600 BLOCK OF CRYER STREET WHICH HAS NOT PREVIOUSLY BEEN REVOKED, ALTOGETHER COMPRISING ALL OF THAT PORTION OF CRYER STREET LOCATED EAST OF THE EASTERLY RIGHT OF WAY LINE OF NORTH 5TH STREET AND LOCATED WEST OF THE WESTERLY RIGHT OF WAY LINE OF RIGGS STREET, AND FURTHER REVOKING THE DEDICATION OF ALL OF THAT PORTION OF THE 1300 BLOCK OF NORTH 4TH STREET WHICH HAS NOT PREVIOUSLY REVOKED, ALTOGETHER COMPRISING ALL OF THAT PORTION OF NORTH 4TH STREET LOCATED SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF CLAIBORNE STREET AND LOCATED NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF CRYER STREET, BUT EXCEPTING FROM THESE REVOCATIONS AND RESERVING TO THE CITY ANY AND ALL RIGHTS-OF-WAY, EASEMENTS, SERVITUDES AND SIMILAR RIGHTS WHICH ARE OF RECORD OR OF USE FOR THE INSTALLATION, REPAIR AND/OR MAINTENANCE OF EXISTING UTILITIES AND UTILITY SERVICES, OF WHATEVER TYPE OR NATURE, WHICH ARE OWNED OR MAINTAINED BY THE CITY OR WHICH ARE OWNED, UTILIZED OR MAINTAINED BY OTHERS PURSUANT TO CITY FRANCHISE, AGREEMENT, OR OTHER ARRANGEMENT; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the dedication of portions of the 500 block and 600 block of Cryer Street and the 1300 block of 4th Street were previously revoked (Ordinance #4352, of record in Conveyance Book 2455, page 613 and Ordinance #4515, of record in Conveyance Book 2539, page 126) and the remaining portions of those streets have had limited public use as the Ouachita Parish School Board has purchased all surrounding properties and developed them for the exclusive use of West Monroe High School;

WHEREAS, after request from the Ouachita Parish School Board and West Monroe High School and thorough review, the Planning Commission of the City of West Monroe, Louisiana, has recommended that the dedication of these remaining portions of the 500 and 600 blocks of Cryer Street and the 1300 block of North 4th Street, now be revoked subject to the general reservation of existing known and unknown utilities, including but not limited to: a) a 12" water main located along the whole of the south side of the 500 and 600 blocks of Cryer Street, reserving a servitude for maintenance, repair or replacement which is located 6' to either side of that line, together with such access over the surface as necessary or appropriate for that maintenance, repair, or replacement; and b) an 8" sewer main located in the middle of the 500 and 600 blocks of the whole of Cryer Street, reserving a servitude for maintenance, repair or replacement which is located 6' to either side of that

line, together with such access over the surface as necessary or appropriate for that maintenance, repair, or replacement.

WHEREAS, the revocations of the dedication of this portion of these streets has minimal effect on any person since they are rarely used; the revocations will not cause any hardship since there is a nearby alternative route; and the improvements and related activities now occurring on adjoining properties in that area cause a need for these portions of the streets to be closed for safety purposes, and these revocations of these dedications will cause the remaining portion of the streets now being revoked to revert to the current adjoining land owner, which is the Ouachita Parish School Board; and

WHEREAS, no person has made any objection to the proposed revocations.

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 dedication of a portion of Cryer Street, being the dedication of all of that portion of the 500 block and 600 block of Cryer Street not previously revoked, altogether comprising that portion of Cryer Street located east of the easterly right of way line of North 5th Street and located west of the westerly right of way line of Riggs Street, is hereby revoked, and further that the dedication of all of that portion of the 1300 block of Cryer Street not previously hereby revoked, altogether comprising that portion of North 4th Street located south of the southerly right of way line of Claiborne Street and located north of the northerly right of way line of Cryer Street, is also hereby revoked, but excepting from these revocations and reserving to the City or any others which are owned, utilized or maintained by others pursuant to city franchise, agreement, or other arrangement any and all rights-of-way, easements, servitudes and similar rights of record or of use for the installation, repair and maintenance of existing utilities and utility services, of whatever type or nature, owned or maintained by the City including but not limited to:

- a) a 12" water main located along the whole of the south side of the 500 and 600 blocks of Cryer Street, reserving a servitude for maintenance, repair or replacement which is located 6' to either side of that line, together with such access over the surface as necessary or appropriate for that maintenance, repair, or replacement; and
- b) an 8" sewer main located in the middle of the 500 and 600 blocks of the whole of Cryer Street, reserving a servitude for maintenance, repair or replacement which is located 6' to either side of that line, together with such access over the surface as necessary or appropriate for that maintenance, repair, or replacement,

together with further reserving all rights-of-way, easements, servitudes and similar rights of record

or of use which are owned, utilized or maintained by others pursuant to city franchise, agreement, or other arrangement.

SECTION 2. BE IT FURTHER ORDAINED, that the Clerk of Court of Ouachita Parish, Louisiana, be requested that upon filing of this ordinance in the conveyance records of Ouachita Parish, Louisiana, that the inscription relating to the filing of Ordinance #4352, recorded in Conveyance Book 2455, Page 613, records of Ouachita Parish, Louisiana, and the inscription relating to the filing of Ordinance #4515 recorded in Conveyance Book 2539, page 126 additionally refer to the recording of this related ordinance.

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 3rd day of September, 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 3RD DAY OF
SEPTEMBER, 2024

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

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

STATE OF LOUISIANA
CITY OF WEST MONROE

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

AN ORDINANCE TO AUTHORIZE THE ACQUISITION OF A PREDIAL SERVITUDE FOR THE PLACEMENT OF UTILITIES, INCLUDING ALL CORRESPONDING RIGHTS OF USE AND ACCESS, AND FOR ALL INSTALLATION, CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF IMPROVEMENTS WHICH ARE DETERMINED BY THE CITY OF WEST MONROE AS EITHER NECESSARY OR APPROPRIATE OVER, UNDER AND ACROSS CERTAIN REAL PROPERTY FROM GRIVT, LLC; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe, Louisiana (sometimes referred to as “CITY”), be and it is hereby authorized to acquire a predial servitude over certain immovable property owned by GRIVT, LLC (sometimes referred to as “GRIVT”), more particularly described as follows:

The northeasterly 60 feet of the following described property, it being intended that the northeasterly edge of the servitude area shall be the westerly edge of the drainage canal known as the Golf Course Creek:

From the common corner of Sections 34, 46, and 47, Township 18 North, Range 2 East, Ouachita Parish, Louisiana, run North 54 degrees East along the line between Sections 46 and 47 a distance of 2275.15 feet; thence run North 36 degrees West a distance of 237.26 feet to a point on the dividing line between Lots 1 and 2 of the Partition of the Blazier Estate to the POINT OF BEGINNING; thence from said point of beginning, continue North 36 degrees West a distance of 444.52 feet; thence run North 54 degrees East along the Southerly line of Drago Street, parallel to the Section line of said Section 46 and 47, a distance of 1662.28 feet to the center line of drainage canal; thence South 21 degrees 22.5 minutes East along the center line of said canal a distance of 459 feet, more or less to the South Line of Lot 2 of the Partition of the Blazier Estate a distance of 1550 feet, more of less to the POINT OF BEGINNING (R20783), records of Ouachita Parish, Louisiana, LESS AND EXCEPT:

Lot 1: From the corner common to Sections 34, 46, and 47, Township 18 North, Range 3 East, Ouachita Parish, Louisiana, proceed North 54 degrees East along the line dividing said Sections 46 and 47 a distance of 2275.15 feet; thence at right angles North 36 degrees West a distance of 237.36 feet to the POINT OF BEGINNING; thence measure North 36 degrees West a distance of 130 feet; then North 54 degrees East a distance of 125 feet; thence South 36 degrees East a distance of 130 feet; thence South 54 degrees West a distance of 125 feet to the Point of Beginning, containing 0.373 acres, more or less.

Lot 2: From the corner common to Sections 34, 46, and 47, Township 18 North, Range 3 East, Ouachita parish, Louisiana, proceed North 54 degrees East along the line dividing Sections 46 and 47 a distance of 2275.15 fee; thence at right angles North 36 degrees West a distance of 671.76 feet to the point 30 feet South of the North line of Lot 3 of the Partition of the Blazier Estate as recorded in Plat Book 6, Page 6, of the records of Ouachita Parish, Louisiana; thence North 54 degrees East parallel to the North line of said Lot 3 a distance of 1507.83 feet to the POINT OF BEGINNING; thence measure North 54 degrees East a distance of 60 feet; thence at right angels South 36 degrees East a distance of 60 feet; thence at right angles South

54 degrees West a distance of 60 feet; thence North 36 degrees West a distance of 60 feet to the Point of Beginning, containing 0.08 acres, more or less.

(Being herein referred to as "Servitude Area")

and in favor of the following described property, to-wit:

COMMENCE at a the corner common to Sections 34, 46, and 47, Township 18 North, Range 3 East, Ouachita Parish, Louisiana; thence, run N54°00'30"E, along the Southeasterly line of said Section 46, a distance of 2274.2 feet; thence, run N54°05'30"E, along the Southeasterly line of said Section 46, a distance of 1515.38 feet to a set 1/2" iron rod on the Easterly bank of a drainage canal (Black Bayou Canal/Golf Course Creek) from whence a found chiseled "X" in concrete bears N62°38'20"E a distance of 0.76 feet, said point also being the Southwest corner of that certain tract conveyed to Auto Body Specialist, Inc. as recorded in Conveyance Book 1727, Page 617, of the records of Ouachita Parish, Louisiana and the POINT OF BEGINNING; thence, run N21°06'31"W, along said Easterly bank and Southwesterly line of said Auto Body tract, a distance of 243.94 feet to a set 1/2" iron rod at the Southerly corner of Lot 34 of the West Monroe Commercial Center, as per plat recorded in Plat Book 11, Page 123, of the records of Ouachita Parish, Louisiana, from whence a found 3/4" iron rod bears N48°12'36"W a distance of 2.03 feet; thence, run N54°00'10"E, a distance of 84.03 feet to a found 3/4" iron rod marking the most Easterly corner of said Lot 34; thence, continue N54°00'10"E, along the Southeasterly line of said West Monroe Commercial Center and the Northwesterly line of said Auto Body tract, a distance of 124.68 feet to a set 1/2" iron rod; thence, run S35°54'30"E a distance of 236.17 feet to a set 1/2" iron rod on the Southeasterly line of said Section 46 and the Southeasterly line of said Auto Body tract; thence, run S54°05'30"W, along the Southeasterly line of said Section 46 and the Southeasterly line of said Auto Body tract, a distance of 271.02 feet back to the POINT OF BEGINNING and containing 1.299 acres, more or less, and being subject to any rights-of-way, easements and or servitudes in use or of record

AND

From an iron pin marking the corner common to Sections 34, 46 and 47, Township 18 North, Range 3 East, Ouachita Parish, Louisiana, run North 54 degrees 00 minutes 30 seconds East along the southeasterly line of said Section 46 a distance of 2,274.2 feet to an iron pin at the most southerly corner of that certain 13.2 +/- acre tract conveyed to Charles E. Wilkes and Allison Syme Wilkes by Cash Sale in Conveyance Book 1576, Page 43, of the records of Ouachita Parish, Louisiana; thence run North 54 degrees 05 minutes 30 seconds East along the southeasterly line of said Section 46 and the southerly line of said Wilkes tract a distance of 600.0 feet to the most southerly corner of Tract 1 sold to Wal-Mart Stores, Inc. by deed filed for record in Conveyance Book 1612, Page 507, records of Ouachita Parish, Louisiana; thence North 35 degrees 54 minutes 30 seconds West a distance of 237.03 feet to a point on the northwesterly line of Lot 1 of the Blazier Estate, and the most westerly corner of said Tract 1 sold to Wal-Mart Stores, Inc.; thence run North 54 degrees 01 minutes 42 seconds East along said northwesterly line a distance of 728.78 feet to the centerline of Black Bayou Drainage Canal, the most northerly corner of said Tract 1 sold to Wal-Mart Stores, Inc., and the POINT OF BEGINNING of the herein described tract; then run South 52 degrees 03 minutes 01 seconds East along said centerline a distance of 247.60 feet to a point on the southerly line of said Lot 1 and said Section 46, and said point also being the most easterly corner of said Tract 1 sold to Wal-Mart Stores, Inc.; thence, proceed North 54 degrees 05 minutes 30 seconds East along the southeasterly line of said Section 46 and the southeasterly line of said Wilkes tract, a distance of 117.77 feet, more or less, to a 1/2 inch iron rod on the easterly bank of a drainage canal (Golf Course Creek), being the southwest corner of a 1.299+/- acre tract donated to the City of West Monroe by Donation filed as Instrument # 1895203, records of Ouachita Parish, Louisiana; thence, proceed North 21 degrees 06 minutes 31 seconds West along the easterly bank and southwesterly line of said City of West Monroe tract, a distance of 243.94 feet to the Southwest corner of Lot 34 of the West Monroe Commercial Center as per plat recorded in Plat Book 11, Page 123, of the records of Ouachita Parish, Louisiana; thence proceed in a Southwesterly direction along the northerly line of said Wilkes 13.2+/- acre tract back to the point of beginning (being all of that portion of the Wilkes 13.2 +/- acre tract located between the Black Bayou Drainage Canal and Golf

Course Creek), being that same parcel of property transferred by Charles Edward Wilkes and Allison Syme Wilkes in that certain Cash Sale Deed filed for record as DR#1900984, records of Ouachita Parish, Louisiana

for the cash price of FIFTEEN THOUSAND SIX HUNDRED TEN AND NO/100 (\$15,610.00) DOLLARS.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana be and she is hereby authorized to an Act of Transfer of Predial Servitude substantially in the format as attached as Exhibit “A”, at the price and under the terms and conditions set forth above, and subject to such other terms and conditions as she determines appropriate, and to take any and all other action deemed by her either necessary or appropriate to effect acquisition of that Predial Servitude, or any matter ancillary or otherwise relating thereto, including but not limited to the payment of the cash consideration provided above and the payment of such other customary costs and expenses of a purchaser which are incurred in conjunction with this purchase.

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 3rd day of September, 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 3RD DAY OF
SEPTEMBER, 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
PARISH OF OUACHITA

ACT OF TRANSFER OF PREDIAL SERVITUDE

BE IT KNOWN, That on the dates below set out, before the undersigned Notaries Public in and for said Parish and State, duly commissioned and sworn, came and appeared

GRIVT, LLC, a Limited Liability Company organized and doing business in Ouachita Parish, Louisiana, having a mailing address for tax purposes of P. O. Box 14485, Monroe, Louisiana, 71207, being herein represented by its authorized agent, Thomas A. Grant, III pursuant to the Certificate of Authority attached hereto, (herein sometimes referred to as "Transferor"),

who declared that in consideration of the amount of Fifteen Thousand Six Hundred Ten and 00/100 (\$15,610.00) Dollars, said Transferor does and by these presents, give, grant, convey, transfer, assign, set over and deliver unto:

CITY OF WEST MONROE, represented herein by Staci Albritton Mitchell, Mayor, which has its principal office at 2305 North 7th Street, West Monroe, Louisiana, 71291, (herein sometimes referred to as "Transferee"),

which is present and accepting for itself, its successors and assigns, and acknowledging due delivery and possession thereof, a predial servitude for the placement of utilities, including all corresponding rights of use and access, and for all installation, construction, operation, maintenance, repair and replacement of improvements which are determined by CITY OF WEST MONROE as either necessary or appropriate over, under, and across the following real property:

The northeasterly 60 feet of the following described property, it being intended that the northeasterly edge of the servitude area shall be the westerly edge of the drainage canal known as the Golf Course Creek:

From the common corner of Sections 34, 46, and 47, Township 18 North, Range 2 East, Ouachita Parish, Louisiana, run North 54 degrees East along the line between Sections 46 and 47 a distance of 2275.15 feet; thence run North 36 degrees West a distance of 237.26 feet to a point on the dividing line between Lots 1 and 2 of the Partition of the Blazier Estate to the POINT OF BEGINNING; thence from said point of beginning, continue North 36 degrees West a distance of 444.52 feet; thence run North 54 degrees East along the Southerly line of Drago Street, parallel to the Section line of said Section 46 and 47, a distance of 1662.28 feet to the center line of drainage canal; thence South 21 degrees 22.5 minutes East along the center line of said canal a distance of 459 feet, more or less to the South Line of Lot 2 of the Partition of the Blazier Estate a distance of 1550 feet, more or less to the POINT OF BEGINNING (R20783), records of Ouachita Parish, Louisiana, LESS AND EXCEPT:

Lot 1: From the corner common to Sections 34, 46, and 47, Township 18 North, Range 3 East, Ouachita Parish, Louisiana, proceed North 54 degrees East along the line dividing said Sections 46 and 47 a distance of 2275.15 feet; thence at right angles North 36 degrees West a distance of 237.36 feet to the POINT OF BEGINNING; thence measure North 36 degrees West a distance of 130 feet; then North 54 degrees East a distance of 125 feet; thence South 36 degrees East a distance of 130 feet; thence South 54 degrees West a distance of 125 feet to the Point of Beginning, containing 0.373 acres, more or less.

Lot 2: From the corner common to Sections 34, 46, and 47, Township 18 North, Range 3 East, Ouachita parish, Louisiana, proceed North 54 degrees East along the line dividing Sections 46 and 47 a distance of 2275.15 fee; thence at right

angles North 36 degrees West a distance of 671.76 feet to the point 30 feet South of the North line of Lot 3 of the Partition of the Blazier Estate as recorded in Plat Book 6, Page 6, of the records of Ouachita Parish, Louisiana; thence North 54 degrees East parallel to the North line of said Lot 3 a distance of 1507.83 feet to the POINT OF BEGINNING; thence measure North 54 degrees East a distance of 60 feet; thence at right angles South 36 degrees East a distance of 60 feet; thence at right angles South 54 degrees West a distance of 60 feet; thence North 36 degrees West a distance of 60 feet to the Point of Beginning, containing 0.08 acres, more or less.

(Being herein referred to as "Servitude Area")

Said servitude shall be a predial servitude running with the Subject Property and providing routing of utilities for the benefit of the following described real property of the Transferee, situated in the Parish of Ouachita, State of Louisiana, to-wit:

COMMENCE at a the corner common to Sections 34, 46, and 47, Township 18 North, Range 3 East, Ouachita Parish, Louisiana; thence, run N54°00'30"E, along the Southeasterly line of said Section 46, a distance of 2274.2 feet; thence, run N54°05'30"E, along the Southeasterly line of said Section 46, a distance of 1515.38 feet to a set 1/2" iron rod on the Easterly bank of a drainage canal (Black Bayou Canal/Golf Course Creek) from whence a found chiseled "X" in concrete bears N62°38'20"E a distance of 0.76 feet, said point also being the Southwest corner of that certain tract conveyed to Auto Body Specialist, Inc. as recorded in Conveyance Book 1727, Page 617, of the records of Ouachita Parish, Louisiana and the POINT OF BEGINNING; thence, run N21°06'31"W, along said Easterly bank and Southwesterly line of said Auto Body tract, a distance of 243.94 feet to a set 1/2" iron rod at the Southerly corner of Lot 34 of the West Monroe Commercial Center, as per plat recorded in Plat Book 11, Page 123, of the records of Ouachita Parish, Louisiana, from whence a found 3/4" iron rod bears N48°12'36"W a distance of 2.03 feet; thence, run N54°00'10"E, a distance of 84.03 feet to a found 3/4" iron rod marking the most Easterly corner of said Lot 34; thence, continue N54°00'10"E, along the Southeasterly line of said West Monroe Commercial Center and the Northwesterly line of said Auto Body tract, a distance of 124.68 feet to a set 1/2" iron rod; thence, run S35°54'30"E a distance of 236.17 feet to a set 1/2" iron rod on the Southeasterly line of said Section 46 and the Southeasterly line of said Auto Body tract; thence, run S54°05'30"W, along the Southeasterly line of said Section 46 and the Southeasterly line of said Auto Body tract, a distance of 271.02 feet back to the POINT OF BEGINNING and containing 1.299 acres, more or less, and being subject to any rights-of-way, easements and or servitudes in use or of record

AND

From an iron pin marking the corner common to Sections 34, 46 and 47, Township 18 North, Range 3 East, Ouachita Parish, Louisiana, run North 54 degrees 00 minutes 30 seconds East along the southeasterly line of said Section 46 a distance of 2,274.2 feet to an iron pin at the most southerly corner of that certain 13.2 +/- acre tract conveyed to Charles E. Wilkes and Allison Syme Wilkes by Cash Sale in Conveyance Book 1576, Page 43, of the records of Ouachita Parish, Louisiana; thence run North 54 degrees 05 minutes 30 seconds East along the southeasterly line of said Section 46 and the southerly line of said Wilkes tract a distance of 600.0 feet to the most southerly corner of Tract 1 sold to Wal-Mart Stores, Inc. by deed filed for record in Conveyance Book 1612, Page 507, records of Ouachita Parish, Louisiana; thence North 35 degrees 54 minutes 30 seconds West a distance of 237.03 feet to a point on the northwesterly line of Lot 1 of the Blazier Estate, and the most westerly corner of said Tract 1 sold to Wal-Mart Stores, Inc.; thence run North 54 degrees 01 minutes 42 seconds East along said northwesterly line a distance of 728.78 feet to the centerline of Black Bayou Drainage Canal, the most northerly corner of said Tract 1 sold to Wal-Mart Stores, Inc., and the POINT OF BEGINNING of

the herein described tract; then run South 52 degrees 03 minutes 01 seconds East along said centerline a distance of 247.60 feet to a point on the southerly line of said Lot 1 and said Section 46, and said point also being the most easterly corner of said Tract 1 sold to Wal-Mart Stores, Inc.; thence, proceed North 54 degrees 05 minutes 30 seconds East along the southeasterly line of said Section 46 and the southeasterly line of said Wilkes tract, a distance of 117.77 feet, more or less, to a 1/2 inch iron rod on the easterly bank of a drainage canal (Golf Course Creek), being the southwest corner of a 1.299+/- acre tract donated to the City of West Monroe by Donation filed as Instrument # 1895203, records of Ouachita Parish, Louisiana; thence, proceed North 21 degrees 06 minutes 31 seconds West along the easterly bank and southwesterly line of said City of West Monroe tract, a distance of 243.94 feet to the Southwest corner of Lot 34 of the West Monroe Commercial Center as per plat recorded in Plat Book 11, Page 123, of the records of Ouachita Parish, Louisiana; thence proceed in a Southwesterly direction along the northerly line of said Wilkes 13.2+/- acre tract back to the point of beginning (being all of that portion of the Wilkes 13.2 +/- acre tract located between the Black Bayou Drainage Canal and Golf Course Creek), being that same parcel of property transferred by Charles Edward Wilkes and Allison Syme Wilkes in that certain Cash Sale Deed filed for record as DR#1900984, records of Ouachita Parish, Louisiana.

TO HAVE AND TO HOLD said servitude rights unto the Transferee, CITY OF WEST MONROE, its successors and assigns, in full ownership forever, with full and general warranty of title, and with full substitution and subrogation to all rights and actions of warranty which said Transferor may have against all former owners or vendors of said property.

No title opinion was requested of the Notary herein and none was rendered except as may be evidenced by a separate written opinion.

THUS DONE, SIGNED AND PASSED before me, Notary, in Ouachita Parish, Louisiana, in the presence of the undersigned competent witnesses, on the ____ day of _____, 2024.

WITNESSES:

GRIVT, LLC

By: _____
Thomas A. Grant, III, Authorized Agent

NOTARY PUBLIC

DONE AND PASSED at my office in Ouachita Parish, Louisiana, in the presence of the undersigned competent witnesses and me, Notary, on this the _____ day of _____, 2024.

WITNESSES:

CITY OF WEST MONROE

PRINTED NAME: _____

By: _____
STACI ALBRITTON MITCHELL,
Mayor

PRINTED NAME: _____

NOTARY PUBLIC

CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE EXECUTION OF AN AMENDMENT TO THE SOFTWARE LICENSING AGREEMENT, AS PREVIOUSLY AMENDED, WITH TYLER TECHNOLOGIES, INC. WHICH PROVIDES FOR THE EMERGENCY NETWORKING FIRE RMS- CAREER - FIRE - SUITE, AND TO OTHERWISE TO PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe, Louisiana be and it is hereby authorized to enter into an Amendment to the Software Licensing Agreement with an original effective date of March 18, 2013, as previously amended from time-to-time, with Tyler Technologies, Inc. which provides for the Emergency Networking Fire RMS - Career - Fire - Suite, the terms, conditions and provisions of which Amendment to be as provided in the attached 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, Louisiana be and she is hereby authorized to take any and all action and to execute any and all documents she deems either necessary or proper to effectuate and carry out the provisions of the foregoing, including but not limited to the execution of the Amendment attached as Exhibit “A”.

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 3rd day of September, 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 3RD DAY OF
SEPTEMBER, 2024

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

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



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and City of West Monroe with offices at 2301 N. 7th St., West Monroe, LA ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of March 18, 2013, ("Agreement"); and

WHEREAS, Tyler and Client desire to further amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The items set forth in the Investment Summary attached as Exhibit 1 to this Amendment are hereby added to the Agreement. The term ("Service Term") commences as of the first day of the first month following the Amendment Effective Date; and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the maintenance and support term as set forth in the Agreement. Thereafter, annual services shall renew automatically for additional one (1) year Service Terms unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current term. Payment of fees and costs for such items are as follows:
 - a. Annual Fees, as indicated in Exhibit 1, shall be invoiced on the first day of the first month following the Amendment Effective Date, prorated for the period commencing on such date and ending concurrently with Client's annual maintenance and support term under the Agreement. Subsequent annual fees will be invoiced annually in advance at our then-current rates.
 - b. The maintenance and support fees for the MSP Fire Records software currently invoiced under the Agreement shall now be invoiced as the annual fee for the Emergency Networking FireRMS-Career-Fire-Suite, as set forth in Exhibit 1, beginning with the client's next maintenance and support term, and thereafter in accordance with the terms of the then-current Support Agreement.
 - c. Associated maintenance and support fees, prorated for a time period commencing on the Amendment Effective Date and ending at the same time as the end of the then-current annual maintenance term for previously licensed software under the Agreement, are due on the Amendment Effective Date. Subsequent annual maintenance fees will be invoiced in accord with the then-current Support Agreement.
 - d. Additional Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Amendment Investment Summary.
 - e. Third Party SaaS Services fees are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.
 - f. Fees for Third Party Services are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

2. Client elects not to receive maintenance and support services for the previously licensed software identified in and in accordance with the Discontinuance of Maintenance ("DOM") in Exhibit 2 to this Amendment.
3. Without limiting the terms of the Agreement, you understand and agree that the Tyler Software set forth in the Investment Summary as subscription or software as a service ("SaaS") do not include perpetual rights. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your right to use the applicable Software will be suspended unless and until payment in full has been made. Tyler Software provided as SaaS is subject to the Tyler SaaS Services Terms and Service Level Agreement found here: <https://www.tylertech.com/terms/tyler-saas-services>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
4. You may not, and Licensee, no later than one year following the Effective Date of this Agreement but as soon as practical, may not permit others to reproduce and/or otherwise use the Licensed Materials in any manner for purposes of training artificial intelligence technologies to generate text, including without limitation, technologies that can generate works in the same style or genre as the Licensed Materials, unless Licensee obtains the specific and express permission of NFPA to do so. Your use of the third-party On-Board Codes are subject to the terms found at: <https://www.tylertech.com/terms/mobileeyes-third-party-terms>. By signing this Agreement, or accessing, installing or using the Fire Prevention Mobile software, you agree that you have read, understood and agree to such terms.
5. Tyler hereby grants to Client a license to use the software identified in Exhibit 1 in accordance with the terms and conditions of the Emergency Networking EULA available at <https://www.tylertech.com/terms/emergency-networking-terms-of-use>. By signing this Amendment, or accessing, installing or using Emergency Network services, you agree that you have read, understood and agree to such terms.
6. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
7. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of West Monroe, LA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Amendment Effective Date.

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INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 9,920
Third-Party Products	\$ 19,590
Estimated Travel	\$ 0
Total One-Time Cost	\$ 23,765
Annual Recurring Fees/SaaS	\$ 9,684
Tyler Software Maintenance	\$ 0



Sales Quotation For:

West Monroe, LA
2301 N. 7th Street
West Monroe, LA
Phone: +1 (318) 387-2593

Quoted By: Brian Rennie
Quote Expiration: 1/5/25
Quote Name: West Monroe FD - Emergency
Networking & FPM

Annual / SaaS

Description	Fee	Discount	Annual
Enterprise Permitting & Licensing			
Fire Prevention Mobile	\$ 0	\$ 0	\$ 0
Product Integration - FPM and Emergency Networking			
Onboard Codes - NFPA	\$ 357	\$ 0	\$ 357
Product Integration FPM-CAD & Fire Field Mobile	\$ 0	\$ 0	\$ 0
Inspector Mobile	\$ 6,267	\$ 0	\$ 6,267
Company Inspector Mobile - Pre-plan	\$ 3,060	\$ 0	\$ 3,060
TOTAL			\$ 9,684

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
Enterprise Public Safety					
Project Management	1	\$ 1,920	\$ 0	\$ 1,920	\$ 0

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Item 8)

Enterprise Permitting & Licensing					
Setup & Configuration Services	20	\$ 200	\$ 0	\$ 4,000	\$ 0
Training Services - Company Inspector Mobile	4	\$ 200	\$ 0	\$ 800	\$ 0
Training Services - Inspector Mobile Plus	16	\$ 200	\$ 0	\$ 3,200	\$ 0
TOTAL				\$ 9,920	\$ 0

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Discount	Total	Total Annual
Enterprise Public Safety					
Annual					
Emergency Networking CAD Connection	1	\$ 750	\$ 0	\$ 0	\$ 750
Emergency Networking EPCR Package	1	\$ 4,000	\$ 0	\$ 0	\$ 4,000
Emergency Networking FireRMS - Career - Fire Suite	1	\$ 0	\$ 0	\$ 0	\$ 0
Emergency Networking Investigations	1	\$ 995	\$ 0	\$ 0	\$ 995
Services					
Emergency Networking Implementation and Training	1	\$ 13,845	\$ 0	\$ 13,845	\$ 0
TOTAL				\$ 13,845	\$ 5,745

Summary

Total Tyler Software	One Time Fees	Recurring Fees
	\$ 0	\$ 0
Total Annual	\$ 0	\$ 9,684
Total Tyler Services	\$ 9,920	\$ 0
Total Third-Party Hardware, Software, Services	\$ 13,845	\$ 5,745

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Item 8)

Summary Total	\$ 23,765	\$ 15,429
Contract Total	\$ 39,194	

Assumptions

For additional information, please visit <https://empower.tylertech.com/enterprise-public-safety-specifications.html>

Decisions about on-site versus remote planning meetings and training delivery will be decided mutually during the initial kickoff meetings. Data loading services include the following: Loading the published fire codes and standards that are in-scope. Loading occupancy data. Assumptions for loading of occupancy data: While there is no limit to the number of occupancy records to be loaded, the line item for Setup and Configuration Services assumes certain minimum requirements. The following requirements must be met for us to load occupancy data: The data must be provided in the form of a spreadsheet or .csv file with each record being a single row in the spreadsheet. A collection of tables from an existing database cannot be accepted. Different types of data can be provided in separate spreadsheets as long as there is a key field/ID linking the spreadsheets together. For example, you can provide address and business name information in one spreadsheet and contact information in a second spreadsheet. But there must be a unique ID that links a contact in the second spreadsheet to the "owning" occupant in the first spreadsheet. Spreadsheets cannot be linked using address or occupant name. These are not considered "keys". If your occupancy data is coming from more than one source, there must be no overlap between the records from each source. Time spent trying to blend together two or more overlapping spreadsheets is not included in this proposal line item. Optional Data Conversion Services: Tyler does not perform any data clean up. This is the responsibility of our client. No parsing, concatenation, etc. will be completed by Tyler. This will need to be done in the legacy system or in the data export prior to providing the data to Tyler's MobileEyes team. Exception: Parsing full street addresses into individual fields for each piece of the address (address, directional prefix, street name, street type, directional suffix, city, state, zip code). Exception: The client can provide multiple spreadsheets of data with records that are linked through a record key assuming the number of spreadsheets is six or less. An example of this would be a separate spreadsheet of contact data with a record key that enables linking of the contacts to the location and occupancy records. No "fuzzy" matching of records – e.g., matching on address or business name – will be done. Data conversion services included: Data mapping – This includes mapping of each field of the customer data to a corresponding field in MobileEyes. Where there is no direct match to a client field, the Tyler project manager will meet with the designated client data decision maker to determine a) whether to load that field, and b) if the decision is to load it, then which MobileEyes field it will be loaded into. Data loading – This includes loading the client data into the MobileEyes Web database per the approved data map. Examples of services considered "data clean up" and therefore, not included: Removal of records from the data set that the client does not want loaded. For example, removing residential records or properties that the Fire Marshal's Office does not inspect. These must be removed by the client from the data set prior to providing the file to Tyler for data mapping. Data manipulation/changing of data that is provided in the export. For example, a field that will become a pick list field in MobileEyes has more unique values than the client wants the pick list to have. (Example, the Section field has 20 unique values represented in the data and the customer wants to consolidate the number of unique values to 10.) We will do a reasonable amount of data clean up, organization, and standardization of your data before loading it, but the department or agency is responsible for the accuracy and completeness of the data. You will have an opportunity to review the data before it is loaded. Optional services not included in the proposal: The following optional services are available and can be priced separately: Data loading of inspection history. Data loading of invoice history. Data loading of permit history.



Exhibit 2

Discontinuance of Maintenance

1. Client requests **NOT** to receive support and maintenance services, as defined in its License and Services Agreement with Tyler, on the following applications (the "Cancelled Applications"):
 - Data Analysis and Mapping/Mgt
 - Fire Permits MSP
 - Fire Equipment Tracking & Maintenance MSP
 - Fire Management Data Mart
2. By discontinuing maintenance on the Cancelled Applications, Client understands that it is losing the rights and benefits, and accepting the consequences, summarized below:
 - The Maintenance and Support Agreement set forth in Client's contract with Tyler will no longer apply to the Cancelled Applications;
 - Client will only receive maintenance and support on a time and materials basis, at Tyler's then-current rates or such other rates as Tyler deems necessary to account for Client's lack of ongoing training on the Cancelled Applications, with all of those services being charged at a two (2) hour minimum for every support call Client makes;
 - Client will receive the lowest priority under the applicable Support Call process; and
 - Client will be required to purchase new releases of the Cancelled Applications, including fixes, enhancements, patches; and platform upgrades.

Client acknowledges that in order to reinstate maintenance on a Cancelled Application, Tyler requires either (a) payment of all past due maintenance and support fees, including all fees for the periods during which services were suspended; or (b) re-licensure of the Cancelled Application at Tyler's then-current software fees for that application or its functional equivalent.

CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE EXECUTION OF THE LOUISIANA HIGHWAY SAFETY SUBGRANT AGREEMENT AND CONTRACT WITH THE LOUISIANA DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS, LOUISIANA HIGHWAY SAFETY COMMISSION FOR FFY 2025; 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 Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, is hereby authorized to apply for and, if hereinafter awarded, to execute a Louisiana Highway Safety Commission Subgrant Agreement and Contract with the Louisiana Department of Public Safety and Corrections, Louisiana Highway Safety Commission according to the terms and conditions of the FFY 2025 Subgrant Agreement and Contract, all as more fully provided in that correspondence attached hereto as Exhibit “A”, and that grant award program, all for that Budget attached as Exhibit “B”.

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 Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized to execute any and all further documents, authorizations or commitments, and to undertake any and all actions which are necessary, appropriate or desirable in order to meet any and all other requirements relating to the application for or the award of that grant, or otherwise to fulfill the obligation of the City of West Monroe, Louisiana, as it relates to the grant and grant 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 or nay vote, passed and adopted the 3rd day of September, 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 3RD DAY OF
SEPTEMBER, 2024

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

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



JEFF LANDRY
GOVERNOR

LISA FREEMAN
EXECUTIVE DIRECTOR

State of Louisiana
Department of Public Safety and Corrections
Louisiana Highway Safety Commission

August 14, 2024

Mayor Staci Michell
Care of: C. J. Beck
2301 N. 7th Street,
West Monroe, LA, 71291

Project Number and Title: 2025-30-58, LHSC FFY 2025 Traffic Safety Enforcement
Proposed Award Amount: \$152,628.00

Dear Project Director:

Congratulations! The Louisiana Highway Safety Commission (LHSC) has tentatively approved the above referenced project for funding up to the amount noted above for Federal Fiscal Year 2025 beginning October 1, 2024. Federal regulations **require the LHSC to obtain a risk assessment before awarding funds** to any subgrantee. The next step in the award process for your agency is to complete our online **Pre-Award Risk Assessment Form** at the following link: https://LHSC.TILL.formstack.com/forms/ra_form_2025.

This risk assessment form must be received in order for the LHSC to complete your award offer. We ask that you submit the completed form as soon as possible but no later than 7 days after receipt of this letter. Failure to complete this risk assessment could impact the LHSC's ability to finalize your subgrant agreement.

As your Program Coordinator, I will prepare a draft subgrant agreement which will be emailed through DocuSign for your initial review once your assessment has been received. All reviews and revisions to the draft subgrant agreement will be made in DocuSign. Once all revisions are completed, all required signatures are secured, and all required documentation is provided to our office, then our office will obtain the appropriate state approval(s) as required by the Office of State Procurement. At that point, your agency will receive a signed agreement and authorization to begin work.

We want your agreement to be processed within a reasonable time frame. In order to accomplish this, please let us know of any problems or questions you may have as soon as you are aware. Thank you for partnering with the Louisiana Highway Safety Commission to reduce the number of fatal and injury crashes in Louisiana. We look forward to working with you!

Please feel free to contact me if you need further assistance. Thank you.

Sincerely,

Terry Chaste
Coordinator Name
LHSC Program Coordinator

"BUCKLE UP LOUISIANA – WE CARE"
P.O. BOX 66336, BATON ROUGE, LOUISIANA 70896
WWW.LAHIGHWAYSAFETY.ORG 225-925-6991

LOUISIANA HIGHWAY SAFETY COMMISSION
FFY 2025 SUBGRANT AGREEMENT

Contractor: West Monroe Police Department		BUDGET		2025-00-00		
1. PERSONAL SERVICES (Salaries and Benefits)				AMOUNTS		TOTAL
<u>Salaries/Wages:</u>	<u>Fund</u>	<u>Hourly Rate</u>	<u>Total Hours</u>	<u>LHSC</u>	<u>Matching Funds/</u>	<u>PROJECT</u>
<u>Title or Activity</u>	<u>Select Below ↓</u>			<u>Federal Funds</u>	<u>Program Income</u>	<u>COSTS</u>
Occupant Protection Enforcement OT	402	40.00	1,082.00	\$43,280.00		\$43,280.00
Impaired Driving Enforcement OT	164AL	40.00	2,062.00	\$82,480.00		\$82,480.00
Speed Enforcement OT	402	40.00	174.00	\$6,960.00		\$6,960.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
Subtotal Salaries				\$132,720.00	\$0.00	\$132,720.00
Related Benefits						
	<u>Fund (Select Below) ↓</u>					\$0.00
						\$0.00
						\$0.00
						\$0.00
Subtotal Related Benefits				\$0.00	\$0.00	\$0.00
TOTAL SALARIES AND RELATED BENEFITS				\$132,720.00	\$0.00	\$132,720.00
2. TRAVEL (SELECT BELOW)						
	<u>Fund (Select Below) ↓</u>		<u>Description</u>			\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
Subtotal Travel				\$0.00	\$0.00	\$0.00
TOTAL PERSONAL SERVICES				\$132,720.00	\$0.00	\$132,720.00
3. CONTRACTUAL SERVICES						
<u>Provider Name</u>	<u>Fund (Select Below) ↓</u>		<u>Description</u>			\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
TOTAL CONTRACTUAL SERVICES				\$0.00	\$0.00	\$0.00
4. OPERATING SERVICES LIST						
	<u>Fund (Select Below) ↓</u>					\$0.00
						\$0.00
						\$0.00
TOTAL OPERATING SERVICES				\$0.00	\$0.00	\$0.00
5. SUPPLIES						
	<u>Fund (Select Below) ↓</u>	<u># Items</u>	<u>Price Per</u>	\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
TOTAL SUPPLIES				\$0.00	\$0.00	\$0.00
6. EQUIPMENT						
	<u>Fund (Select Below) ↓</u>	<u>Number</u>	<u>Per Unit \$</u>	\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
TOTAL EQUIPMENT				\$0.00	\$0.00	\$0.00
7. INDIRECT COSTS						
Type Rate:	De Minimus Rate	Rate:	15%			
(Select)→		(Enter Here) →				
	<u>Fund (Select Below) ↓</u>	<u>Total Funds</u>				
	402	\$50,240.00		\$7,536.00		\$7,536.00
	164AL	82,480.00		\$12,372.00		\$12,372.00
		-		\$0.00		\$0.00
		-		\$0.00		\$0.00
	MTDC	132,720.00				\$0.00
TOTAL INDIRECT COSTS				\$19,908.00	\$0.00	\$19,908.00
GRAND TOTAL				\$152,628.00	\$0.00	\$152,628.00
END OF BUDGET						

STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE STATE OF LOUISIANA THROUGH THE OFFICE OF FACILITY PLANNING AND CONTROL OF THE DIVISION OF ADMINISTRATION WITH RESPECT TO THE PROJECT “COTTON STREET IMPROVEMENTS AND SIDEWALKS, PLANNING AND CONSTRUCTION (OUACHITA) FP&C PROJECT NO. 50-MV2-24-01”; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as the Mayor of the City of West Monroe, is hereby authorized to enter into a Cooperative Endeavor Agreement with the State of Louisiana through the Office of Facility Planning and Control of the Division of Administration with respect to the project referred to as “Cotton Street Improvements and Sidewalks, Planning and Construction (Ouachita) FP&C Project No. 50-MV2-24-01”, all as more fully set forth in the attached Exhibit A.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as the Mayor of the City of West Monroe, Louisiana be and she is hereby authorized to sign that Cooperative Endeavor Agreement on behalf of the City of West Monroe, Louisiana, and to take any action or execute any further documents she deems either necessary or proper to carry out the provisions of the foregoing.

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 in addition to and not in limitation of the authority granted to Staci Albritton Mitchell, as the Mayor, as set forth above, Matthew Wilson, Finance Director of the City of West Monroe, Louisiana, is hereby additionally designated to act for and on behalf of the City of West Monroe, Louisiana, in all matters pertaining to this project, including certifying requests to the State of Louisiana for disbursements.

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 3rd day of September, 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 3RD DAY OF
SEPTEMBER, 2024

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 BETWEEN
THE STATE OF LOUISIANA and
CITY OF WEST MONROE
Cotton Street Improvements and Sidewalks, Planning and Construction
(Ouachita)
FP&C Project No. 50-MV2-24-01

In accordance with Article VII, Section 14 of the 1974 Constitution of the State of Louisiana (Constitution), the **STATE OF LOUISIANA** (State), herein represented by **ROGER E. HUSSER, JR., DIRECTOR, FACILITY PLANNING AND CONTROL, DIVISION OF ADMINISTRATION (DOA)**, and **CITY OF WEST MONROE** (Entity), a political subdivision of the State, herein represented by **STACI ALBRITTON MITCHELL, MAYOR** do hereby enter into a Cooperative Endeavor Agreement (Agreement) to serve the public for the purposes hereinafter declared.

ARTICLE I

1.1 WHEREAS, the Capital Outlay Act (Act), adopted in accordance with Article VII, Section 6 of the Constitution, is the comprehensive capital outlay budget required by said Article VII, Section 6, and contains an appropriation for the Entity for the Project Number and Project Description (Project) as set forth in a State Funding Summary ("Funding Summary") attached hereto for reference only; and

1.2 WHEREAS, the Omnibus Bond Act of the Louisiana Legislature (OBA), adopted in accordance with Article VII, Section 6 of the Louisiana Constitution of 1974, provides for the issuance by the State Bond Commission of State General Obligation Bonds for certain of the projects contained in the Act, including the Project, which bonds are to be secured by a pledge of the full faith and credit of the State, as well as by monies dedicated to and paid into the Security and Redemption Fund as provided in Article VII, Section 9 of the Constitution, which authorization includes the issuance, **if applicable**, of State General Obligation Bonds for the Project (Project Bonds) as set forth in the Funding Summary; and

1.3 WHEREAS, if applicable, the Entity has supplied the State with evidence of the availability and commitment of Local, Federal or Non-State Matching Funds for the Project, as set forth in the Funding Summary; and

1.4 WHEREAS, the State appropriated State General Fund (Direct) or other sources of cash for the Project or the Bond Commission did grant a cash line of credit and/or a non-cash line of credit for the Project in the amount(s) as stated in the Funding Summary; and

1.5 WHEREAS, the Act provides that all of the funds appropriated, in the absence of express language to the contrary, shall be considered as having been appropriated directly to FP&C and shall be administered by FP&C under Cooperative Endeavor Agreements;

IT IS HEREBY AGREED by the State and the Entity that:

ARTICLE II
PURPOSE

2.1 The purpose of this Agreement is to set forth the terms of administering the Project by FP&C. FP&C will administer this Project in accordance with the Non-State Entity Capital Outlay Administrative Guidelines, January, 2019 ed. (the "Guidelines"), which is incorporated herein and made a part of this Agreement. As required by Section 147(e) of the Internal Revenue Code of 1986, as amended. The Entity hereby understands and agrees that, in addition to requirements of the Guidelines, no proceeds of the Project Bonds can or will be used for airplanes, skyboxes or luxury private boxes, health club facilities, facilities primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

ARTICLE III
SCOPE

3.1 As provided in the Act, the State funds for this Project are limited to capital improvements for the Project, in the Parish, and in the amounts set forth in the Funding Summary.

3.2 If the Entity enters into a contract prior to receipt of funding and prior to execution of a Cooperative Endeavor Agreement, then payments under such contracts are prohibited from capital outlay appropriations and are the sole responsibility of the Entity.

Cotton Street Improvements and Sidewalks, Planning and
Construction
(Ouachita)
FP&C Project No. 50-MV2-24-01
Page -2-

3.3 The Entity hereby acknowledges and confirms that this Project constitutes a **Public Purpose** and will fulfill a public need within the parish in which the Project is to be located, all in accordance with Article VII, Section 14 of the Constitution.

3.4 Allowable costs shall not include the operating expenses of the Entity. In no case shall the total of any of the allowable costs exceed the amount shown in the Funding Summary.

ARTICLE IV USE OF FUNDS

4.1 The Entity hereby acknowledges and agrees that the funds provided by the State to the Entity shall be used solely for the purposes authorized and permitted in the Act and in accordance with all provisions of law affecting the Project, as well as the constitutional and statutory restrictions on the use of State funds for public purposes. The Entity acknowledges that any funds not used in accordance with the terms of this Agreement and state law will be reimbursed to the State.

4.2 The Entity shall not execute any contracts or agreements that would expend or commit State funds in excess of the amount for which lines of credit were granted pursuant to the Act. The Entity shall be solely responsible for any amount that exceeds the amount appropriated by the State.

4.3 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity shall not take any action which would have the effect of impairing the tax exempt status of the Project Bonds. The Entity agrees that the proceeds will not be used directly or indirectly in any trade or business carried on by any person other than a governmental unit. The Entity further agrees that the proceeds will not be used directly or indirectly to provide a facility used by any person other than the Entity pursuant to a lease, management contract, requirements contract or other arrangement granting, directly or indirectly, an interest in or special legal entitlement to the Project to a person other than the Entity, unless the State receives an opinion from a nationally recognized bond counsel that such contract will not adversely affect the tax-exempt status of the Project Bonds. The Entity shall immediately notify the State prior to entering into any such contract.

4.4 The Entity shall make no changes in its local laws, bylaws, charter or other organizational documents which would allow use of the Project for any purpose other than a public purpose.

ARTICLE V ADMINISTRATIVE COSTS

5.1 Notwithstanding any provision of this contract to the contrary, FP&C may use up to six percent of each State fund line item contained in the Funding Summary for costs associated with administering the Project, all in accordance with the provisions of the Act.

ARTICLE VI PUBLIC BID LAWS

6.1 The Entity will solicit bids for the services, labor and materials needed to construct said Project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, *et seq.*, applicable to political subdivisions of the State. The Entity will also keep a procurement file relative to the necessary acquisition of services, labor and materials needed to complete said Project which will be subject to review by the State at any time.

ARTICLE VII COORDINATION

7.1 It is the responsibility of the Entity to administer the Project according to all applicable laws, rules and regulations and to ensure that the work is the best obtainable within established trade practice. The submittal of documentation to FP&C as required by this Agreement shall be for the purpose of verifying that the funds are spent in accordance with this Agreement and the applicable legislation, providing evidence of the progress of the Project and verifying that such documentation is being produced. FP&C will not provide extensive document review for the Project or take the responsibility for determining whether or not this documentation is complete and accurate.

7.2 The participation by FP&C in the Project shall in no way be construed to make FP&C a party to any contract between the Entity and its contractors.

ARTICLE VIII
CHANGE ORDERS

8.1 A change order for the Project shall be subject to the approval of FP&C. However, as per R.S. 39:126, one or more change orders that cause an excess in the aggregate of *One Hundred Thousand Dollars (\$100,000)* per month shall also require the approval of the Joint Legislative Committee on the Budget (“Committee”) and the Commissioner of Administration or his designee. Any change order in excess of fifty thousand dollars but less than one hundred thousand dollars shall be submitted to the Joint Legislative Committee on the Budget for review but shall not require Committee approval.

ARTICLE IX
HOLD HARMLESS AND INDEMNITY

9.1 The Entity agrees and obligates itself, its successors and assigns to defend, indemnify and save harmless and provide a defense for the State, its officials, officers and employees against any and all claims, demands, suits, actions (*ex contractu, ex delictu*, quasi-contractual, statutory or otherwise), judgments of sums of money, attorney’s fees and court costs to any party or third person including, but not limited to amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of the Entity or any of the above, growing out of, resulting from or by reason of any violation of the requirements of the Act and OBA or any other State law, or any negligent act or omission, operation or work of the Entity, its employees, servants, contractors or any person engaged upon or in connection with the engineering services, construction and construction engineering required or performed by the Entity hereunder including, but not limited to any omissions, defects or deficiencies in the plans, specifications or estimates, or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction or construction engineering cost incurred, or any other claim of whatever kind or nature arising from, out of or in any way connected with the Project, to the extent permitted by law.

9.2 Nothing herein is intended, nor shall be deemed to create a third party beneficiary to or for any obligation by FP&C herein or to authorize any third person to have any action against FP&C arising out of this Agreement.

9.3 The Entity further agrees and obligates itself, its successors and assigns, to indemnify and hold harmless the State for any monetary consequences resulting any Project Bonds issued by the State or interest therein being declared taxable as a result of the Entity’s actions or inactions hereunder.

ARTICLE X
DISBURSEMENT OF FUNDS

10.1 After execution of this Agreement in accordance with the terms hereof and the Act, the State, through FP&C, shall provide the Entity, identified under the Federal Tax Identification Number as set forth in the Funding Summary, with funds on an *as-needed* basis as approved by FP&C, but not to exceed the total Capital Outlay Cash, less FP&C Administration fee, as set forth in the Funding Summary. The Entity shall not be entitled to reimbursement of any expenditures made prior to the issuance of a cash line of credit or receipt of cash funding.

10.2 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity agrees to use its best efforts to expend all of the funds subject to this Agreement within two (2) years from the date of the issuance of the Project Bonds. FP&C agrees that it will notify the Entity of the date the Project Bonds are issued within one (1) month from the issuance thereof. The Entity understands and agrees that if the funds subject to this Agreement are not totally expended within two (2) years from the issuance of the Project Bonds, FP&C can close the Project and recommend that the Legislature reallocate any unexpended proceeds to other projects.

10.3 The Entity recognizes and agrees that the receipt of the State monies is contingent upon the receipt, pledge and expenditure of Local/Federal Matching Funds by the Entity in the amount stated in the Funding Summary. The Entity acknowledges and agrees that the requisite amount of matching funds has been received, pledged, and/or expended on the Project.

10.4 In the event funds subject to this Agreement represent a non-cash line of credit as set forth in the Funding Summary, the Entity understands that the funds so designated represent a non-cash line of credit and that no monies can be withdrawn from the Treasury for the non-cash line of credit unless and until the State Bond Commission has either issued bonds or a cash line of credit therefor.

ARTICLE XI
OWNERSHIP OF PROPERTY

11.1 The Entity hereby covenants that it owns, will acquire title to, or obtain servitudes for the property upon which the Project is to be located and that it shall not, while any of the Project Bonds remain outstanding, or during the term of this Agreement, transfer, convey, sell, lease, mortgage, assign or otherwise alienate its ownership or servitude rights in the land or real property and appurtenances which constitute the Project except as provided in

Cotton Street Improvements and Sidewalks. Planning and
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(Ouachita)
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Section 4.3. Projects to be located by permits on existing property of the State or a political subdivision of the State are exempt from these ownership requirements.

11.2 The Entity shall not sell, transfer, or otherwise dispose of any of the facilities financed with the Project Bond proceeds prior to the end of the Term, except such minor parts or portions thereof as may be disposed of due to normal wear and tear and obsolescence.

ARTICLE XII **INSURANCE**

12.1 If State funds for this Project are used in whole or in part towards construction of fixed insurable improvements, then upon completion of construction, the Entity shall, for the term of this Agreement, maintain or cause to be maintained property insurance issued by a company or companies admitted to do business in the State of Louisiana, in an amount equal to 100% of the replacement cost of such improvements.

12.2 If the property is located in a Special Flood Hazard Area, flood insurance equal to 100% of the value of the building or up to a minimum of \$500,000 as allowed by National Flood Insurance Program (NFIP) shall be obtained on this property. This includes properties shown on a Flood Insurance Rate Map (FIRM) issued by FEMA as Zone A, AO, A1-30, AE, A99, AH, VO, V1-30, VE, V, ZM, or E.

ARTICLE XIII **PLEDGE OF LEASE REVENUES**

13.1 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity hereby covenants and agrees that it shall not, while any portion of the Project Bonds issued by the State to fund the Project remain outstanding, enter into any agreement or otherwise covenant to directly pledge to the State any lease revenues from any lessee, its successors or assigns, for the payment of principal, interest or other requirements with respect to the Project Bonds, nor shall the Entity deposit any such lease revenues into the Bond Security and Redemption Fund of the State unless the State receives an opinion from a nationally recognized bond counsel that such contract and/or deposit of funds will not adversely affect the tax-exempt status of the Project Bonds.

ARTICLE XIV **TERM**

14.1 The provisions of this Agreement shall be effective from the date of execution hereof and shall be binding upon all parties and shall remain in effect until FP&C determines that the project(s) for which funds are appropriated is completed or for as long as any Project Bonds issued for the Project, or any refunding bonds therefor, remain outstanding.

ARTICLE XV **TERMINATION**

15.1 FP&C may terminate this Agreement for cause based upon the failure of Entity to totally spend all funds subject to this Agreement within two years from the execution of this Agreement or, if applicable, within two years from the issuance of any Project Bonds or for any act by the Entity that the State determines to be unlawful or in violation of this Agreement.

15.2 FP&C may terminate this Agreement at any time without penalty by giving thirty (30) days written notice to the Entity of such termination. Entity shall be entitled to payment for deliverables in progress to the extent work has been approved by FP&C and subject to the availability of funds.

ARTICLE XVI **AVAILABILITY OF FUNDS**

16.1 The availability of funds set forth in the Funding Summary are subject to and contingent upon appropriation of funds by the legislature and, if applicable, issuance of a line of credit by the State Bond Commission.

ARTICLE XVII **ASSIGNMENT**

17.1 Entity shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the FP&C.

ARTICLE XVIII

Cotton Street Improvements and Sidewalks. Planning and Construction
(Ouachita)
FP&C Project No. 50-MV2-24-01
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AUDIT

- 18.1** As provided in the Act, the Entity agrees to comply with the provisions of R.S. 24:513. The Act provides that no funds shall be released or provided to the Entity if, when and for as long as the Entity fails or refuses to comply with R.S. 24:513.
- 18.2** The Entity shall maintain appropriate financial records, and the State reserves the right to audit these records or require the Entity to provide an audit at any time. The Entity agrees to retain all books, records, and other documents relevant to this Agreement and the funds expended hereunder for at least three years after maturity of any Project Bonds, including bonds issued by the State to refinance such Project Bonds (such term of Project Bonds is expected to be not less than 20 years).
- 18.3** The Entity agrees to comply with the provisions of La. R.S 24:513 (H)(2)(a) and shall designate an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.

ARTICLE XIX
REQUIRED MATCH AND ESCROW ACCOUNT

- 19.1** Pursuant to LA R.S. 39:112(E)(2), Entity agrees to provide a match of not less than twenty-five (25) percent of the total project costs except as provided in LA R.S. 39:112(E)(2)(a) or (b).
- 19.2** In addition to the 25 percent match required, the Entity agrees to comply with the provisions of Senate Bill No.318 Act No. 764 – 2024, for the construction of buildings which shall include major repairs and renovations, fixed equipment connected to buildings, and equipment and furnishings of new buildings. Entity agrees to provide an established escrow account which shall contain no less than three percent of the total project cost. Evidence of such account shall be submitted to Facility Planning and Control prior to the first advertisement for bids for the project. Each year thereafter, the nonstate entity shall deposit into the escrow account an additional one-half percent of the total project costs until such time as the account balance totals ten percent of the total project cost or one million dollars, whichever is less.
- 19.3** Pursuant to Senate Bill No.318 Act No. 764 – 2024, the escrow account shall be a separate interest-bearing bank account denoted as a restricted asset to be used exclusively for costs associated with the long-term major capital maintenance of the project.

ARTICLE XX
AMENDMENT OF AGREEMENT

- 20.1** Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties.

ARTICLE XXI
REVISIONS TO STATE FUNDING SUMMARY

- 21.1** FP&C may revise the Funding Summary based on the appropriation in the most current Capital Outlay Act and, if applicable, the issuance of a line of credit by the State Bond Commission.

ARTICLE XXII
PROJECT CLOSEOUT

- 22.1** The Entity shall submit to FP&C a final Request for Disbursement with all invoices, payment applications, change order, etc., on any contract for which FP&C has obligated funding. The Entity shall also submit to FP&C a statement that no additional funds are due to the Entity under this appropriation. Said final Request for Disbursement and statement shall be submitted not later than eighteen (18) months after the date of substantial completion or acceptance of the project.
- 22.2** Should the Entity fail to submit the final Request for Disbursement within the time period specified in Section 22.1, then FP&C will consider all obligations as being paid in full to the Entity and the project will be closed.

Cotton Street Improvements and Sidewalks, Planning and Construction
(Ouachita)
FP&C Project No. 50-MV2-24-01
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THUS DONE AND SIGNED, this _____ day of _____, 2024,
at _____, Louisiana.

WITNESSES: STATE OF LOUISIANA

FP&C Witness #1 Sign Here

BY: _____
ROGER E. HUSSER, JR.
FP&C DIRECTOR
DIVISION OF ADMINISTRATION

FP&C Witness #2 Sign Here

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

WITNESSES: CITY OF WEST MONROE

Entity Witness #1 Signature

BY: _____
STACI ALBRITTON MITCHELL
MAYOR

Entity Witness #1 Printed Name

Entity Witness #2 Signature

Entity Witness #2 Printed Name

FUNDING SUMMARY
THE STATE OF LOUISIANA and
City of West Monroe
Cotton Street Improvements and Sidewalks, Planning and Construction
(Ouachita)
FP&C Project No. 50-MV2-24-01

REVISION NO. _____ Date: 8/22/2024

ACT #	YEAR	DESCRIPTION	STATE CASH	STATE NON-CASH LINE OF CREDIT	OTHER	TOTAL FUNDING
5	2024	Capital Outlay Savings Fund	\$1,000,000			\$1,000,000
TOTAL			\$1,000,000		\$333,333	\$1,333,333
		FPC ADMIN.	\$45,000			

Federal Tax Identification for Entity: 72-6001497

Notes:

1. Planning costs shall not exceed 10% of Construction costs. Miscellaneous costs shall not exceed 5% of Construction costs.
2. Capital Outlay Cash includes General Funds, NRP Bonds, Cash Line of Credit and/or Bonds sold.
3. Total in "Other" column equals required 25% match as reflected in Article XIX.
4. The total estimated project cost is \$ 1,878,000.00 per the 2024-25 Capital Outlay Request.



AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: <i>(name and address)</i> Kiroli Park Improvements: Racket Sports Expansions Kiroli Park West Monroe, LA 71291	CONTRACT INFORMATION: Contract For: General Construction Date: May 21, 2024	CERTIFICATE INFORMATION: Certificate Number: 001 Date: August 19, 2024
OWNER: <i>(name and address)</i> City of West Monroe 2305 North 7th West Monroe, LA 71291	ARCHITECT: <i>(name and address)</i> TBA Studio Architecture APC 103 Cypress Street West Monroe, LA 71291	CONTRACTOR: <i>(name and address)</i> Ryan Watson Construction 342 Willow Creek Drive Calhoun, LA 71225

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

Entire project.

TBA Studio Architecture
APC

ARCHITECT *(Firm Name)*


SIGNATURE

Clint Whittington VP of
Operations, West Monroe
PRINTED NAME AND TITLE

8-19-24

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

August 19, 2024

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

See attached punch list.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within Forty-five (15) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$4,000.00

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

Owner to assume the above responsibility at 12:00 AM on August 19, 2024.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Ryan Watson Construction

CONTRACTOR (*Firm Name*)
SIGNATURE

Ryan Watson, Owner

PRINTED NAME AND TITLE

8/21/2024

DATE

City of West Monroe

OWNER (*Firm Name*)**SIGNATURE**

Staci Albritton

Mitchell, Mayor

PRINTED NAME AND TITLE**DATE**



TBA Studio
103 Cypress St.
West Monroe, Louisiana 71291
United States
(318) 340-1550

Job #: 23-0049 Kiroli Park Trails & Improvements: Racket Sport Expansion
820 Kiroli Road
West Monroe Louisiana. 71291

Punch Items for 23-0049 - Kiroli Park Trails & Improvements: Racket Sport Expansion

2 Items

#1: Surface bubbling

Type:Location:

Date Created:08/19/2024Due Date:08/22/2024

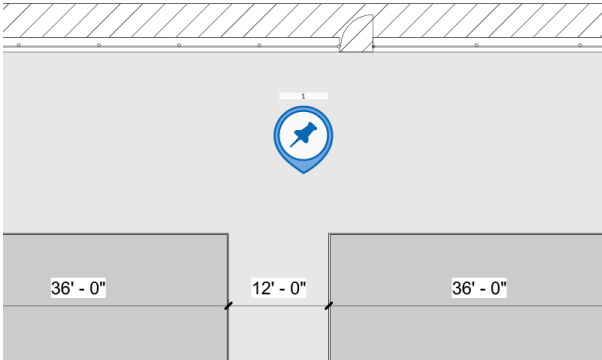
Priority:Status:
Work Required

Creator:Molly SpencerReference:

Punch Item Manager:Molly SpencerFinal Approver:Molly Spencer

Ball in Court:Assignee Name:
Ryan Watson (Ryan Watson Construction)Watson, Ryan (Ryan Watson Construction)
Work Required

Description:



Drawing A1.02: DIMENSIONED PLAN Rev.0



#2: Remove paint barrel.

Type:Location:

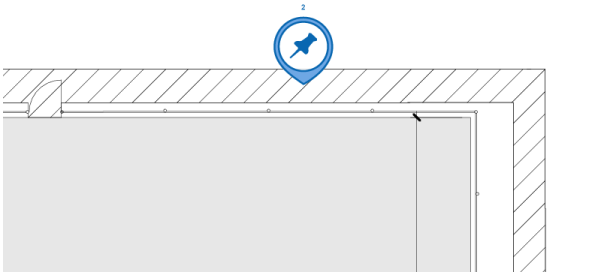
Date Created:08/19/2024Due Date:08/22/2024

Priority:Status:
Work Required

Creator:Molly SpencerReference:

Punch Item Manager:Molly SpencerFinal Approver:Molly Spencer

Ball in Court:Assignee Name:
Ryan Watson (Ryan Watson Construction)Watson, Ryan (Ryan Watson Construction)



Drawing A1.02: DIMENSIONED PLAN Rev.0

Work Required

Description:



CHANGE ORDERNo. 2Dated: August 30, 2024OWNER'S Contract No.: _____ ENGINEER'S Project No.: 215209

Project:

KIROLI ROAD BRIDGE OVER NORTH TUPAWEK BAYOUCONTRACTOR: MERRICK, L.L.C.Contract For: Kiroli Bridge Replacement Contract Date: May 12, 2023To: MERRICK, L.L.C.
Contractor

You are directed to make the changes noted below in the subject Contract.

CITY OF WEST MONROE

Owner

By: Staci Mitchell, MayorDated: August 30, 2024Nature of Changes: Adjusted Contract Amount for Final Quantities

Enclosures:

These changes result in the following adjustments to the Contract Price and Contract Time:

Contract Price Prior to This Change Order: \$ 1,276,925.00Net (Increase) Resulting from this Change Order: \$ -4,925.00Current Contract Price Including this Change Order: \$ 1,272,000.00

Contract Time Prior to This Change Order: 240 Days

Net (Add) Resulting from This Change Order: 0 Days

Current Contract Time Including This Change Order: 240 Days

The Above Changes Are Recommended:

S. E. HUEY CO.

Project Engineer

By:



Don R. Arrington, P.E.

Date:

August 30, 2024

The above Changes Are Approved As Recommended:

CITY OF WEST MONROE

Owner

By:

Staci Mitchell, Mayor

Date:

The above Changes Are Accepted:

MERRICK, L.L.C.

Contractor

By:

Date:

**SEPTEMBER 3, 2024
WEST MONROE CITY COUNCIL MEETING
ENGINEERING UPDATE
L&A, INC. PROJECT NO. 24E038.00**

Kirola Walk Trail Improvements – City Project No. C22002

- Open Bids September 12, 2024, six plan holders currently
- Tentative October 14, 2024 construction start date

Sunshine Heights Drainage Improvements – City Project No. C22024

- Finalizing plans for submittal to State

North 3rd Street Improvements – City Project No. C23013

- Bentz Construction Group has started construction

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

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

Gulpha Drive Ditch Stabilization

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

Downing Pines Roadside Ditch Stabilization

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

City Street Evaluation & Report

- Initial inspection of streets is complete. Traffic counts have begun

Otis Street Fire Station Driveway Repair

- BGW Construction has started construction



Fire Incident Summary Report



Print Date/Time: 09/03/2024 08:26
Login ID: clong
Station:
Incident Type(s): All

From Date: 08/01/2024
To Date: 08/31/2024
Location: All

West Monroe Fire Department
FDID Number: 37020

General Information

Total Number of Calls	Fire:	5	EMS:	171	Unknown:	1	All:	234
Average Calls per Day	Fire:	0.17	EMS:	5.70	All:	7.80		
Total Number of Arson Calls	All:	1						
Estimated Dollar Loss	Fire:	\$2.00	Other:	\$0.00	All:	\$2.00	Arson:	\$0.00
Estimated Value	Fire:	\$1,502.00	Other:	\$0.00	All:	\$1,502.00	Arson:	\$0.00
Percentage Saved	Fire:	10,000.00%	Other:	0.00%	All:	10,000.00%	Arson:	0.00%
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:	545						
Average Responses per Day	All:	7.80						
Average Apparatus per Call	Fire:	2.80	EMS:	2.24	All:	2.33		
Average Turnout Time	All:	00:00:58						
Average Response Time	All:	00:04:14						
Average Contain Time	All:	00:00:00						
Average Total Time	All:	00:15:33						
Average Personnel per Call	Fire:	4.80	EMS:	3.95	All:	4.20		
Total Aid Given Calls	All:	2						
Total Aid Received Calls	All:	0						