



**Notice of:**

**BOARD OF ALDERMEN REGULAR MEETING**

**Tuesday, March 4, 2025 at 6:00 PM**

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

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**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 February 18, 2025 Regular Council Meeting.

**Recognitions/Presentations**

- 2) Proclamation declaring March 9-15 as AmeriCorps Week.

**Mayor's Review**

**Community Announcements**

**ADMINISTRATION/FINANCE**

- [3\)](#) **Ordinance** to authorize renewal of billboard leases with The Lamar Companies (3 leases along I-20). (**Previously introduced** on February 4, 2025, with notice published 2/13, 2/20, & 2/27).

**BUILDING AND DEVELOPMENT**

**LEGAL**

**PUBLIC WORKS**

- [4\)](#) **Ordinance** to declare certain movable property as surplus, and to be sold by public internet auction (miscellaneous scrap metal at Public Works, estimated value \$450).

**COMMUNITY SERVICES**

**PARKS AND RECREATION**

**POLICE/FIRE**

**WMFD**

**WMPD**

**ENGINEERING/CONSTRUCTION PROJECTS**

**5) South Riverfront St. Water Main Improvements (CWEF FY22-23) – City Project #240001**

Review submitted bids and engineer's recommendations, and if project is awarded, approve **Ordinance** to accept awarded bid, and to authorize execution of a contract for project construction with the low bidder (McLemore Service Contractors, LLC., \$130,525)

**6) Cypress Detention (South) to be renamed Cypress/Slack Drainage Improvements - City Project #000209**

**Ordinance** to accept a proposal from Wetlands Unlimited to provide environmental and ecological support services necessary for establishing the Environmental Review Record (ERR) related to the proposed upgrades at two stream crossing locations in West Monroe, as is required for funding under the Louisiana Watershed Initiative (LWI) program. (Estimated \$20,925)

**7) Kiroli Road Sidewalks and Pedestrian Improvements (TAP) - State Project #H.013371, City Project #000130**

**Ordinance** to authorize execution of Amendment No. 1 to a Professional Services Agreement with S.E. Huey Co. for certain engineering services.

**8) Project Updates**

Jonathan Kaufman, City Project Manager, Director of Building & Development  
Joshua D. Hays, P.E., M.S.C.E., Lazenby & Associates, Inc.

**PUBLIC COMMENTS/OTHER BUSINESS**

**ADJOURN**

To view a live broadcast of this meeting, go to: <https://www.youtube.com/@CityofWestMonroe/live>

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



**BOARD OF ALDERMEN REGULAR MEETING**  
**Tuesday, February 18, 2025 at 6:00 PM**  
**Council Chambers, City Hall, 2305 North 7th Street, West Monroe**

## MINUTES

### NOTICE/MINUTES

#### Call to order/Verification of Attendance

##### PRESENT

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

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

#### Motion to Approve Minutes

Motion to approve the Minutes of the February 4, 2025 Regular Council Meeting.

Motion made by Buxton, Seconded by Brian.

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

#### Recognitions/Presentations

City of West Monroe Employee were recognized for years of service.

GrowNELA presentation by Rob Cleveland, President & CEO.

#### ADMINISTRATION/FINANCE

##### ADD TO AGENDA:

**Resolution** to appoint Ben Westerburg as one of the members representing the City of West Monroe on the Ouachita Council of Governments.

Motion made by Brian, Seconded by Hamilton.

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

Resolution 856: Resolution to appoint Ben Westerburg as one of the members representing the City of West Monroe on the Ouachita Council of Governments.

Motion made by Buxton, Seconded by Welch.

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

#### ENGINEERING/CONSTRUCTION PROJECTS

North 7th Street Bicycle/Pedestrian Path (Arkansas Road to Otis Street) - City Project #000171

Ordinance 5457: Review submitted bids and engineer's recommendations, and if project is awarded, approve Ordinance to accept that bid, and to authorize execution of a contract for project construction with that bidder. (CW&W Contractors, Inc; \$321,167.43)

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

Gulpha Drive & Maridale Drive Water Main Improvements - City Project #250008

Ordinance 5458: Ordinance to authorize the application and certification of required conditions and, if awarded, the execution of the required grant agreement from the Louisiana Department of Administration, Office of Community Development Community Water Enrichment Fund (CWEF) for a 2025-2026 fiscal year grant relating to the "Gulpha Drive & Maridale Drive Water Main Improvements" project.

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

Gulpha Drive & Maridale Drive Gravity Sewer Main Improvements - City Project #250009

Ordinance 5459: Ordinance to authorize the application and certification of required conditions and, if awarded, the execution of the required grant agreement from the Louisiana Department of Administration, Office of Community Development Local Government Assistance Program (LGAP) for a 2025-2026 fiscal year grant relating to the "Gulpha Drive & Maridale Drive Gravity Sewer Main Improvements" project.

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

#### Project Updates

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

#### **ADJOURN**

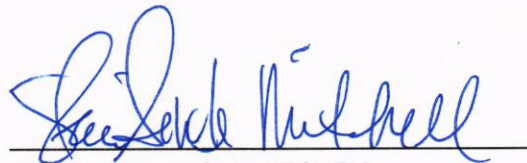
Motion made by Welch, Seconded by Hamilton.  
 Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

ATTEST:

APPROVED:



ANDREA PATE  
 CITY CLERK



STACI ALBRITTON MITCHELL  
 MAYOR



STATE OF LOUISIANA  
CITY OF WEST MONROE

ORDINANCE NO. \_\_\_\_\_ MOTION BY: \_\_\_\_\_  
SECONDED BY: \_\_\_\_\_

AN ORDINANCE TO AUTHORIZE THE CITY OF WEST MONROE, LOUISIANA, TO ENTER INTO THREE BILLBOARD LEASE AGREEMENTS, EACH AFFECTING THE LIMITED USE OF CERTAIN DESCRIBED IMMOVABLE PROPERTY FOR BILLBOARD ADVERTISING PURPOSES, AND WHICH USES ARE NOT OTHERWISE NEEDED FOR ANY PUBLIC PURPOSE BY THE CITY OF WEST MONROE, LOUISIANA; TO PROVIDE FOR CERTAIN EXCHANGES OF LOCATIONS AND FOR CERTAIN ASSIGNMENTS OF USE AND THE REQUIREMENTS OF SUCH AN EXCHANGE OR AN ASSIGNMENT OF USE; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the City of West Monroe, Louisiana, owns certain immovable properties which are not needed for public purposes and each of which has been and can continue to be encumbered by outdoor advertising structures without any significant loss of use or other detriment to the surrounding areas;

WHEREAS, the City of West Monroe, Louisiana, will benefit from these proposed billboard lease agreements by the use of the billboard advertising provided for the promotion of the City of West Monroe, and for activities which benefit the City of West Monroe; and

WHEREAS, the terms and conditions, and the benefits to be received by the City of West Monroe under the three proposed billboard lease agreements are fair and reasonable, and are beneficial to the City of West Monroe and its residents.

NOW, THEREFORE:

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe, Louisiana, is hereby authorized to enter into a billboard lease agreement with THE LAMAR COMPANIES, relating to the operation, maintenance and repair of an outdoor advertising structure affecting certain immovable property which is not needed for any public purpose and which is owned by the City of West Monroe, Louisiana, in exchange for the use of a certain face of that billboard by the City, all subject to all terms, conditions and provisions of that agreement attached hereto as Exhibit “A”.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe, Louisiana, is hereby authorized to enter into an agreement with THE LAMAR COMPANIES relating to the operation, maintenance and repair of an outdoor advertising structure

affecting certain immovable property which is not needed for any public purpose and which is owned by the City of West Monroe, Louisiana, in exchange for the use of a certain face of that billboard by the City, all subject to all terms, conditions and provisions of that agreement attached hereto as Exhibit “B”.

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 the City of West Monroe, Louisiana, is hereby authorized to enter into an agreement with The Lamar Company, relating to the operation, maintenance and repair of an outdoor advertising structure affecting certain immovable property which is not needed for any public purpose and which is owned by the City of West Monroe, Louisiana, in exchange for the use of a certain face of that billboard by the City, all subject to all terms, conditions and provisions of that agreement attached hereto as Exhibit “C”.

SECTION 4. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to execute those Agreements described above on behalf of the City of West Monroe, Louisiana, reflecting the terms and conditions set forth therein, and to take any other action or execute any and all other documents deemed by her either necessary or appropriate in order to effectuate those Agreements.

SECTION 5. 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, is here further authorized from time-to-time to exchange the use of a billboard face or faces which is provided to the City of West Monroe for advertising purposes under each of those billboard lease agreements for the use of a billboard face at a different location which she determines to be more advantageous to the City of West Monroe for the then-intended purpose, whether due to location or to gain access to an electronic face, as long as the overall exchange is determined by the City to be of equivalent value, or to assign use of a billboard face to an organization or entity for advertising purposes which use will provide a benefit to the City of West Monroe which is equivalent or greater than the value of the billboard face which is so assigned and then only if all of the terms and provisions of any such assignment are set forth in writing and are of a duration of no more than six (6) consecutive months, and with a new written agreement being required for each six months thereafter if a continuation of the assignment is desired.

SECTION 6. The above ordinance was introduced on February 4, 2025, in legal session convened; notice of this ordinance was published three times in fifteen (15) days, one week apart, as required by R.S. 33:4711; no opposition being filed, it is considered by sections, voted on by yea and nay vote, passed and adopted in legal session convened this 4th day of March, 2025, with the final vote being as follows:

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

NAY: \_\_\_\_\_

NOT VOTING: \_\_\_\_\_

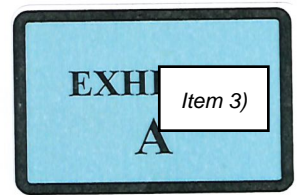
ABSENT: \_\_\_\_\_

ATTEST:

APPROVED THIS 4TH DAY OF  
MARCH, 2025

\_\_\_\_\_  
ANDREA PATE, CITY CLERK  
CITY OF WEST MONROE  
STATE OF LOUISIANA

\_\_\_\_\_  
THOM HAMILTON, MAYOR PRO TEM  
CITY OF WEST MONROE  
STATE OF LOUISIANA



SIGN LEASE NO. 2741-01

THIS LEASE AGREEMENT, made this 5th day of March, 2025, by and between: **CITY OF WEST MONROE, LOUISIANA** ("LESSOR") and **THE LAMAR COMPANIES** ("LESSEE"), provides as follows:

**WITNESSETH**

LESSOR hereby leases to LESSEE, its successors or assigns, as much of the hereinafter described lease premises as may be reasonably necessary for the repair and maintenance of an outdoor advertising structure with two (2) sign displays, including necessary structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access to and egress from the sign by LESSEE's employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign as are allowed by local and state law, and to maintain telecommunications devices or other activities necessary or useful in LESSEE'S use of the sign.

The premises are a portion of the property located in the Parish of Ouachita. State of Louisiana. more particularly described as:

**S/S 1-20 .5 Miles W/O Downing Pines (see attached property description)**

1. This Lease shall be for a term of five (5) years commencing on March 5, 2025 (the "commencement date"). After the original term of this Lease, it shall continue from year to year unless either party shall give the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.
2. As rental LESSEE will provide to LESSOR an annual rental consisting of Zero (\$ 0.00) DOLLARS in cash, and outdoor advertising as follows: Advertising space on the **[lower left-hand panel]** of the billboard structure on the property here leased **[sign lease 2741-01 which is facing East targeting West bound 1-20 Traffic.]**

LESSOR agrees to pay actual production costs incurred by LESSEE for installations on that face, except that LESSEE shall provide LESSOR one "vinyl" installation per year without cost to LESSOR. LESSOR shall be entitled to assign the right to this use of the designated billboard face from time to time as LESSOR shall desire.

As an additional consideration for the granting of this Lease and as an acknowledgment of its policy of public service. LESSEE will allow the LESSOR, or an affiliated entity or organization to utilize one (1) then-available un-rented face that it has in inventory. It will be the responsibility of the LESSOR (or its designated user) to pay for the production and installation charges associated with this additional face. It is specifically understood that the additional face will continue to be actively marketed by LESSEE and this public service advertisement can be superseded by LESSEE at its sole discretion.

3. LESSOR agrees not to erect or allow any off-premise billboard sign or any vegetation that may obstruct the highway view of this sign on property owned or controlled by LESSOR which is within two thousand (2,000) feet of LESSEE'S sign. LESSEE is hereby authorized to remove any such vegetation at its option and cost, but only after due notice to LESSOR. and LESSOR'S concurrence that this provision is applicable.
4. LESSEE may terminate this Lease upon giving ninety (90) days written notice in the event that the sign becomes entirely or partially obstructed in any way, or if in LESSEE'S opinion the location becomes economically or otherwise undesirable. If LESSEE is prevented from constructing or maintaining a sign at the premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, LESSEE may elect to then terminate this Lease. In the event of termination of this Lease prior to expiration, LESSOR will return to LESSEE any unearned rentals on a pro rata basis.



5. All structures, equipment and materials placed upon the premises by the LESSEE shall remain the property of LESSEE and may be removed by LESSEE at any time prior to or within thirty (30) days after expiration of the term hereof or any renewal. At the termination of this Lease, LESSEE agrees to restore the surface of the premises to its original condition. The LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of LESSEE's sign, at the sole discretion of LESSEE. All such permits so acquired shall be the property of LESSEE, but shall not extend beyond termination of this Lease.
6. LESSOR represents that it is the owner of the premises and has the right to make this agreement and to grant LESSEE free access to the premises to perform all acts necessary to carry on LESSEE's business activities related to the sign which are provided under this agreement. LESSOR is not aware of any unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sign.
7. In the event of any change of ownership of the property herein leased, LESSOR agrees to notify LESSEE promptly of the name, address, and phone number of the new owner, and further agrees to give the new owner written notice of the existence of this Lease and to deliver a copy thereof to such new owner at or before closing. In the event that LESSEE assigns this Lease, the assignee will be fully obligated to fulfill all terms, conditions, and provisions of this Lease, and LESSEE shall not be released from the obligations of this Lease unless expressly provided by LESSOR in writing. This Lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both LESSEE and LESSOR.
8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the LESSOR grants to the LESSEE the right to relocate its sign on LESSOR'S remaining property adjoining the condemned property or the relocated highway. Any condemnation award for LESSEE'S property shall accrue to LESSEE.
9. LESSEE agrees to indemnify LESSOR from all claims of injury and damages to LESSOR or third parties caused by the installation, operation, maintenance, or dismantling of LESSEE's sign during the term of this Lease. LESSEE further agrees to repair any damage to the premises or property at the premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear.
10. LESSOR and LESSEE each agrees to indemnify the other from any and all damages, liability, costs and expenses, including attorney's fees resulting from any inaccuracy in or non-fulfillment of any representation, warranty or obligation made by therein this Lease.
11. If requested by LESSEE, LESSOR will execute and acknowledge a memorandum of Lease suitable for recordation.
12. This Lease is **NOT BINDING UNTIL ACCEPTED** by the General Manager of a Lamar Advertising Company.
13. LESSEE acknowledges that LESSOR is a public entity and, as such, is particularly concerned about the subject matter of any advertising which is located on the property of the City. Accordingly, LESSOR shall retain the right to require LESSEE to relocate any advertising placed on the billboard which LESSOR determines is inappropriate upon giving LESSEE no less than thirty (30) days advance written notice of the requirement of relocation.

[signatures on following page]

WITNESSES TO LESSOR:

\_\_\_\_\_  
Print Name: \_\_\_\_\_\_\_\_\_\_  
Print Name: \_\_\_\_\_

WITNESSES TO LESSEE:

\_\_\_\_\_  
Print Name: \_\_\_\_\_\_\_\_\_\_  
Print Name: \_\_\_\_\_LESSOR: **CITY OF WEST MONROE**By: \_\_\_\_\_  
Staci Albritton Mitchell, MayorDATE: March 5, 2025  
Address of LESSOR:  
2305 N. 7th Street  
West Monroe, LA 71291LESSOR'S TELEPHONE NUMBER: 318-396-2600  
LESSOR'S TAX NUMBER: 72-6001497LESSEE: **THE LAMAR COMPANIES**By: \_\_\_\_\_  
Kelly Hubenthal, V.P. & General ManagerDATE: March 5, 2025  
Address of LESSEE:  
2200 Millhaven Road  
Monroe, LA 71203

# PANEL #20261

📍 S/S I-20 W/O DOWING PINES

Location #1



**WEEKLY IMPRESSIONS:** 118,904\*

**MEDIA TYPE/STYLE:** Permanent Bulletin - Regular

**LAT/LONG:** [32.5102275 / -92.1749225](#)

**MARKET:** MONROE/WEST MONROE

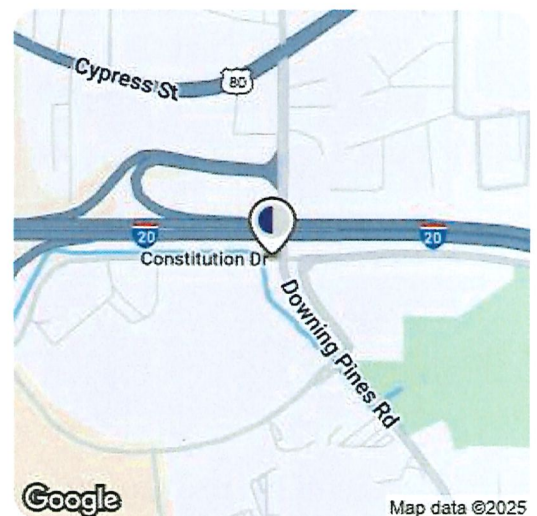
**GEOGRAPHIC ID:** 606047

**PANEL SIZE:** 10' 6" x 36' 0" [View Spec Sheet](#)

**FACING/READ:** East / Left

**ILLUMINATED:** YES

**SHIPPING ADDRESS:** 2200 Milhaven Rd  
Monroe, LA 71203



\*Impression values based on: Total Population

STATE OF LOUISIANA  
CITY OF WEST MONROE

ORDINANCE NO. \_\_\_\_\_

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

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

AN ORDINANCE TO AUTHORIZE THE CITY OF WEST MONROE, LOUISIANA TO SELL CERTAIN DESCRIBED TANGIBLE NON-CONSUMABLE MOVABLE PROPERTY WHICH IS NO LONGER NEEDED FOR ANY PUBLIC PURPOSE BY THE CITY OF WEST MONROE, LOUISIANA, THROUGH INTERNET COMPUTER AUCTION PURSUANT TO R.S. 33.4711.1; THE CITY OF WEST MONROE, LOUISIANA RESERVING THE RIGHT TO REJECT ANY AND ALL BIDS AND/OR REMOVE ALL OR ANY PORTION OF THAT MOVABLE PROPERTY FROM THE SALE, IF APPROPRIATE; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the City of West Monroe, Louisiana, owns certain tangible non-consumable movable property which is no longer needed for public purposes, and

WHEREAS, that movable property still has a potential value if sold, and the receipt of any funds received will be beneficial to the City of West Monroe, Louisiana, and its residents.

NOW, THEREFORE:

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe, Louisiana, hereby declares the following movable property is no longer needed for any public purpose by the City of West Monroe, Louisiana, and is therefore declared surplus, and the City of West Monroe, Louisiana is hereby authorized to sell that property through internet computer auction pursuant to the provisions of R.S. 33:4711.1. That movable property is more particularly described as follows, to-wit:

- Various unsorted scrap metals at a total of an estimated weight of 6,000 pounds of tin and light iron, as shown on the attached Exhibit A, all now located at the West Monroe Public Works Department, 303 W. Pavilion Drive, West Monroe, Louisiana. All available for in-person inspection during business hours.
- All to be sold in globo based on high bid price per type of each general category of metal, f.o.b. within 3 miles of the West Monroe Public Works Department, 303 W. Pavilion Drive, West Monroe, Louisiana, with that high bid being based on the highest market/bid price at the time of the conclusion of the auction. Final sales price will be based on actual measured weight. Metal types may be separately auctioned in the discretion of the City.

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 use of any method or means allowed by R.S. 33:4711.1 is hereby approved.



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 if determined or appropriate, Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, or her designee, then the City of West Monroe, Louisiana, may reserve the right to reject any and all bids and/or remove any and all portion of the movable property from the auction sale prior to its being offered, and/or sold, all with or without a minimum price, and that the terms, conditions and provisions of that sale are to be for cash at time of sale, and except as otherwise expressly provided in the sales advertising, all items to be sold in “as is” condition.

SECTION 4. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to pay any necessary costs associated with the sale from the proceeds of the sale.

SECTION 5. 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, or her designee, is hereby authorized to take any and all other action and to execute any and all documentation as is necessary or desirable in order to further effectuate the provisions of this Ordinance, including but not limited to execution of any and all bills of sale or other documents in order to evidence transfers of title of the movable property which is sold.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea or nay vote, this 4<sup>th</sup> day of March, 2025, the final vote being as follows:

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

NAY: \_\_\_\_\_

NOT VOTING: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ATTEST:

APPROVED THIS 4TH DAY OF  
MARCH, 2025

\_\_\_\_\_  
ANDREA PATE, CITY CLERK  
CITY OF WEST MONROE  
STATE OF LOUISIANA

\_\_\_\_\_  
THOM HAMILTON, MAYOR PRO TEM  
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 CITY OF WEST MONROE, LOUISIANA, TO ACCEPT THE LOW BID SUBMITTED WHICH MEETS THE PLANS AND SPECIFICATIONS AND IS WITHIN THE ESTIMATED COST OF CONSTRUCTION, BEING THE BID OF McLEMORE SERVICE CONTRACTORS, LLC FOR \$130,525.00; AND THEREAFTER TO ENTER INTO A CONSTRUCTION CONTRACT WITH McLEMORE SERVICE CONTRACTORS, LLC, FOR CERTAIN CONSTRUCTION SERVICES IN CONNECTION WITH THE PROJECT KNOWN AS “S. RIVERFRONT ST. WATER MAIN IMPROVEMENTS PROJECT”; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe accepts the low bid which met the plans and specifications for that work described as the “S. Riverfront St. Waterfront St. Main Improvements Project”, being the bid of McLemore Service Contractors, LLC, in the amount of \$130,525.00.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor, on behalf of the City of West Monroe, Louisiana, be and she is hereby authorized to enter into a construction contract with McLemore Service Contractor, LLC, for certain construction services in connection with the “S. Riverfront St. Waterfront St. Main Improvements Project”, generally described as installing approximately 970-LF of 6” HDPE water main along S. Riverfront Street to move the water meters out to the road right-of-way, with the terms, conditions and provisions to be set forth in a construction contract utilizing the format of the Agreement attached as Exhibit “A”.

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

comply the terms of that executed contract.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, passed and adopted the 4<sup>th</sup> day of March, 2025, the final vote being as follows:

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

NAY: \_\_\_\_\_

NOT VOTING: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ATTEST:

APPROVED THIS 4TH DAY OF  
MARCH, 2025

\_\_\_\_\_  
ANDREA PATE, CITY CLERK  
CITY OF WEST MONROE  
STATE OF LOUISIANA

\_\_\_\_\_  
THOM HAMILTON, MAYOR PRO TEM  
CITY OF WEST MONROE  
STATE OF LOUISIANA



**AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between

\_\_\_\_\_ The City of West Monroe \_\_\_\_\_, hereinafter called  
(Name of Owner)

"OWNER" and \_\_\_\_\_ McLemore Service Contractors, LLC. \_\_\_\_\_, doing business a corporation  
hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the S. RIVERFRONT ST. WATER MAIN IMPROVEMENTS PROJECT.

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete with same within 45 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. In default thereof, the Contractor shall be liable for liquidated damages in the amount of Two Hundred and No/100 (\$200.00) Dollars per calendar day of delinquency.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ 130,525.00, or as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) BID FORM
- (B) Agreement
- (C) General Conditions
- (D) Payment BOND
- (E) Performance BOND

- (F) DRAWINGS prepared by S. E. Huey Co. signed and dated November 2024.
- (G) SPECIFICATIONS prepared or issued by S. E. Huey Co. signed and dated November 2024.
- (H) ADDENDA:  
No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrator, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in ( 4 ) each of which shall be deemed an original on date  
(No. of Copies)

first above written.

(SIGNATURES ON FOLLOWING PAGE)

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

OWNER:

\_\_\_\_\_  
City of West Monroe

BY \_\_\_\_\_

Name Staci Albritton Mitchell  
(Please Type)

Title Mayor

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

CONTRACTOR:

\_\_\_\_\_  
BY \_\_\_\_\_

Name \_\_\_\_\_  
(Please Print)

Address \_\_\_\_\_

\_\_\_\_\_

STATE OF LOUISIANA  
CITY OF WEST MONROE

ORDINANCE NO. \_\_\_\_\_ MOTION BY: \_\_\_\_\_  
SECONDED BY: \_\_\_\_\_

AN ORDINANCE TO AUTHORIZE THE MAYOR OF THE CITY OF WEST MONROE, LOUISIANA, TO EXECUTE A CONTRACT FOR CERTAIN ENVIRONMENTAL AND ECOLOGICAL SUPPORT SERVICES WITH WETLANDS UNLIMITED, LLC TO PROVIDE NEEDED PROFESSIONAL SERVICES IN ORDER TO FULFILL THE REQUIREMENTS OF FUNDING FOR THE “CYPRESS/SLACK DRAINAGE IMPROVEMENTS” PROJECT; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to execute on behalf of the City of West Monroe, Louisiana, that “LWI EA and USACE Section 404 Permitting Support - Cypress/Slack Drainage Improvements” Project with Wetlands Unlimited, LLC, in order to provide for needed environmental and ecological support services necessary for establishing the Environmental Review Record (ERR) related to proposed upgrades at two stream crossing locations in West Monroe, as is required for funding under the Louisiana Watershed Initiative (LWI) program, all as more fully set forth in that contract proposal “LWI EA and USACE Section 404 Permitting Support - Cypress/Slack Drainage Improvements” Project, a copy of which is attached as Exhibit “A”.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized further modify the attached contract in such manner as she determines necessary or appropriate prior to its execution, and to take any and all actions and to execute any and all further documents she deems either necessary or proper to carry out the activities arising out of that contract described above according to its terms and its intent.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea or nay vote, this 4<sup>th</sup> day of March, 2025, the final vote being as follows:

YEA: \_\_\_\_\_  
NAY: \_\_\_\_\_  
NOT VOTING: \_\_\_\_\_  
ABSENT: \_\_\_\_\_



ATTEST:

APPROVED THIS 4TH DAY OF  
MARCH, 2025

\_\_\_\_\_  
ANDREA PATE, CITY CLERK  
CITY OF WEST MONROE  
STATE OF LOUISIANA

\_\_\_\_\_  
THOM HAMILTON, MAYOR PRO TEM  
CITY OF WEST MONROE  
STATE OF LOUISIANA



January 27, 2025

via email: [kschaff@sehuey.com](mailto:kschaff@sehuey.com)

Karl J. Schaff  
City of West Monroe  
C/O S.E. Huey, Co.  
1111 N. 19<sup>th</sup> Street  
Monroe, LA 71201

Proposal No. 2025.008

**Subject: LWI EA and USACE Section 404 Permitting Support  
Cypress/Slack Drainage Improvements Project  
West Monroe, Louisiana**

Dear Mr. Schaff:

Wetlands Unlimited, LLC (WU) is pleased to submit this proposal to the City of West Monroe, Louisiana (the City) to provide environmental and ecological support services necessary for establishing the Environmental Review Record (ERR) related to proposed upgrades at two stream crossing locations in West Monroe, as is required for funding under the Louisiana Watershed Initiative (LWI) program.

The following sections present our scope of work, schedule, and fees for completing the project. The proposed scope of work is based on information obtained during our recent correspondence regarding the project.

### **SCOPE OF WORK**

#### **Task 1: HUD 24 CFR Part 58 Environmental Assessment**

WU will conduct an environmental review of the project location to assess potential environmental impacts from the proposed project and prepare an Environmental Assessment (EA) as required by HUD regulations. The EA will be prepared in accordance with the HUD EA requirements listed in 24 CFR Part 58 for the proposed action type. WU's completion of the EA will consist of completing the items listed in the HUD environmental review guidance. Tasks to be completed will include, but not necessarily be limited to:

- Letters of solicitation/project comment requests to required regulatory agencies
- Correspondence and client liaison with required regulatory agencies
- Project comment requests to listed tribes with interests in the project area
- Development of a Purpose and Need statement

Wetlands Unlimited, LLC  
PO Box 1892  
West Monroe, Louisiana 71294

- Required project mapping
- Site visit for NEPA evaluation
- HUD environmental assessment factor impact ratings
- Listing of proposed mitigation measures and controls
- Cumulative impact analysis
- Public notice drafting and publication
- Completion of the 8-Step Decision Making Process for projects in a floodplain or wetland, including required preliminary and final public notices
- Environmental Justice review
- Threatened and endangered species evaluation
- National Historic Preservation Act evaluation
- Determination of Finding of No Significant Impact or Finding of Significant Impact
- Required mapping development

Per the guidance provided by HUD, the EA is required for HUD-funded projects to satisfy components of the National Environmental Policy Act (NEPA). NEPA environmental reviews are used to determine if significant environmental impacts may occur as a result of the proposed action. An EA is a concise public document that serves to provide:

- Sufficient evidence and analysis regarding the significance of environmental impacts of the proposed action; and
- Alternatives to that proposal to aid in decision-making when there is an unresolved conflict in the use of resources.

Please note, the proposed Scope of Work and cost estimate does not include a formal endangered species survey, cultural resources study, or the generation of an Environmental Impact Statement (EIS) or other in-depth NEPA review and reporting beyond the scope of the baseline HUD ERR reporting. Should any of these items be required, WU will provide a separate proposal to complete, or oversee the completion, of the items. Additionally, the proposed fee does not include budget for publishing costs related to public notices, if required by LWI.

The proposed cost for Task 1 is **\$7,000**.

## **Task 2: WOTUS Delineation, Jurisdictional Determination, and Section 404 Permitting**

Task 2 will consist of the completion of a delineation to determine the potential WOTUS, including streams and wetlands, which might potentially be within the footprint of the planned project. The delineation will be conducted in accordance with the procedures mandated in the *United States Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual* and *November 2010 Regional Supplement to the USACE Wetland Delineation Manual: Atlantic and Gulf Coastal Plan Region (Supplement – Version 2.0)*. The assessment activities will include reviews of readily available historical

aerial imagery, Natural Resources Conservation Service (NRCS) soil survey maps, and interviews of persons familiar with the site (as applicable). Items noted during the aforementioned assessment will be ground-truthed during a field survey of the project location. Wetland determination data points will be taken at representative potential wetland features and vegetation community changes occurring along the study transects. An estimated total acreage of WOTUS will be calculated for the entire tract and the confirmed areas of WOTUS will then be categorized accordingly under the Cowardin classification system. The information gathered during the delineation activities will be compiled into a report and submitted to the client for review. Upon approval from the client, WU will submit the report to the USACE–Vicksburg District, along with a request for a Jurisdictional Determination (JD) for WOTUS in the project area, as part of the Section 404 permitting submittal for the project.

Upon completion of the delineation, WU will prepare the required Section 404 Permit Application materials to permit the proposed activities and impacts on WOTUS. Upon completion of the application and review/approval of the application by the client, WU will submit the completed permit packages, including the delineation report and formal JD request documentation, to the USACE–Vicksburg Division. After the submittal of the permitting packages, WU will serve as the technical liaison to the USACE and provide post-submittal support to help shepherd the applications through the permitting process.

Given the preliminary information provided and the limited WOTUS impacts anticipated, WU assumes that both projects can be permitted under a Nationwide Permit (NWP). Should the project ultimately require a more intensive (Standard) permit, the scope of work and proposed costs will require adjustment accordingly.

Under the proposed scope of work, both project locations will be combined into a single delineation report in an attempt to reduce the total scope of the effort and the associated costs. While the combined option is viable for the delineation, the NWP permitting is anticipated to require separate NWP submittals for each of the locations.

WU does not anticipate the proposed projects to require compensatory mitigation, it is assumed that any compensatory mitigation required in pursuit of the USACE permits discussed in Task 2 will be achieved via the purchase of mitigation credits from a USACE-approved mitigation bank. As such, the preparation of a compensatory mitigation plan to provide mitigation via a permittee-responsible mitigation scenario is not anticipated to be necessary and not included in the quoted fee. The scope of work and quoted fees also do not provide for the purchase of compensatory mitigation credits which may be required to satisfy compensatory mitigation requirements for WOTUS impacts.

The proposed cost for Task 2 is **\$13,925**.

## **FEES**

The cost breakdown for each of the proposed support tasks is provided in the table below:

Activity	Cost
Task 1: HUD Environmental Assessment	\$7,000
Task 2: WOTUS Delineation, JD, and 404 Permitting (2 Sites)	\$13,925
<b>Total Project Cost</b>	<b>\$20,925</b>

WU proposes to provide the scope of work contained herein on a fixed fee basis, for a total project cost of **\$20,925.00**. Since this project is expected to have an extended time frame, tasks will be progress billed incrementally, on a monthly basis.

## **SCHEDULE**

WU is prepared to proceed immediately upon receipt of authorization to proceed.

## **TERMS AND CONDITIONS**

Accompanying this proposal is a copy of our standard Terms and Conditions, and these Terms and Conditions are incorporated into this proposal as if fully set forth herein.

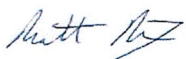
The services and fees outlined in this proposal are valid for 180 days after the submission date.

For your convenience, this proposal is presented in a form that can be accepted as an agreement. To accept this proposal, please sign the acceptance page in the designated area and return a copy to me at [Matt@wetlandsunlimited.org](mailto:Matt@wetlandsunlimited.org).

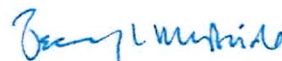
Thank you very much for the opportunity to provide you with this proposal. If you have any questions regarding the proposal or require additional information, please don't hesitate to contact us.

Sincerely:

Reviewed By:



**Matt L. Mixon**  
 COO  
 Wetlands Unlimited, LLC  
 p. (318) 732-0962  
[matt@wetlandsunlimited.org](mailto:matt@wetlandsunlimited.org)



**Jeffrey L. McBride**  
 CEO  
 Wetlands Unlimited, LLC  
 p. (318) 732-0979  
[jeffrey@wetlandsunlimited.org](mailto:jeffrey@wetlandsunlimited.org)



Mr. Karl Schaff  
 Cypress Street and Slack Street Drainage Improvements Support Proposal  
 West Monroe, Louisiana

Page 5 of 5  
 Proposal No. 2025.008  
 January 27, 2025

### Authorization to Proceed

<b>WU Proposal No.: 2025.008</b>		<b>Value Authorized: \$20,925</b>
<b>Acceptance of this proposal by (Print): Mr. Karl Schaff</b>		
<b>Signature</b>		<b>Date</b>
<b>Title</b>		
<b>Company</b>	<b>City of West Monroe, Louisiana</b>	
<b>Accounts Payable Contact Details</b>		
<b>Name:</b>		
<b>Phone Number:</b>		
<b>Email:</b>		

By signing this document, I authorize Wetlands Unlimited, LLC to perform this project per the scope of services referenced above. My signature represents a commitment to reimburse WU for all charges incurred per the fee schedule on this project up to the time I request work to stop. The work stoppage date shall be issued in writing.

Please note that WU reserves the right to withhold all reports until we receive a signed Proposal Acceptance Agreement or other written authorization referencing this AGREEMENT in its entirety. This AGREEMENT, together with WU's proposal, Unit Fee Schedule, and WU's Terms and Conditions, constitutes the entire agreement between the client and WU and supersedes all prior written or oral understandings.

**Attachments:**

- Standard Terms & Conditions
- Proposed Project Locations

## Wetlands Unlimited Standard Terms & Conditions

**WETLANDS UNLIMITED, L.L.C.**  
**BUSINESS TERMS AND CONDITIONS**

**A. Agreement for Services**

The terms and conditions set forth in this Business Terms and Conditions and the accompanying proposal (herein after referred to as the “proposal”) constitute the entire, and only, agreement (herein after referred to as the “Agreement”) between Wetlands Unlimited, L.L.C. (herein after sometimes referred to as “Wetlands Unlimited”) and the Client as to the subject matter of the proposal. This agreement supersedes all previous proposals, offers, understandings or other verbal or written communication concerning the proposed services. Any and all previous agreements, understandings, and covenants which may have existed between the parties, of any kind, nature, or description, expressed or implied, oral or written, which have not been set forth in this contract, are void and of no effect and shall not in any way be taken into consideration in the interpretation of the terms of this Agreement. Any revision or modification to this Agreement through purchase orders, correspondence, or other forms that are not consistent with the provisions, terms, or conditions of this Agreement are void, and shall not supersede the provisions, terms or conditions of this Agreement. Any revision to the terms and conditions of this Agreement must be accomplished in writing and signed by authorized representatives of Wetlands Unlimited and Client.

**B. Relationship of the Parties**

Under this Agreement, Wetlands Unlimited may serve as agent for, on behalf of and in the name of the Client, for the sole purpose of achieving project objectives and performing the required work. Such agency will be exercised only in the interest of efficiency in pursuing project objectives. Wetlands Unlimited may, in its sole discretion, determine which agency power, if any, serves such interest of efficiency. Client must express any objection to the exercise of such an agency by Wetlands Unlimited in writing within five (5) days of the receipt of actual notice thereof.

Any agency created under this Agreement will terminate immediately upon Wetlands Unlimited’s receipt of notice from Client. Wetlands Unlimited will not be responsible for any actual, consequential, or incidental damages due to delays caused by Client’s refusal to allow Wetlands Unlimited to act as agent for Client. Wetlands Unlimited will not be liable by reason of any agency created under this Agreement for any actual consequential or incidental damages caused by the fault of Client or a third party.

Wetlands Unlimited will neither be responsible for, nor be considered to be a generator of any hazardous waste as defined in applicable Federal and State laws, statutes or regulations resulting from work performed in this capacity.

**C. Confidentiality**

All information generated during the performance of work under this Agreement will be considered proprietary and confidential. Such information received, whether ascertained directly or indirectly, will not be disclosed to any third party without prior authorization from Client, unless required by law or applicable regulation(s). Confidential information which has become available directly or indirectly to the general public through governmental agencies will not be considered the fault of Wetlands Unlimited and will in no way be construed as breach of this Agreement. All information submitted in the form of proposal, bid, cost estimate, etc. by Wetlands Unlimited is considered to be confidential and privileged. Any use or disclosure of this information without written consent from Wetlands Unlimited is prohibited, unless required for the purpose of evaluating content for procuring of services requested by Client.

#### **D. Changed Conditions/Change of Scope**

It is understood by the parties to this Agreement that, in the course of performing the work described in the accompanying proposal, conditions may arise or become apparent that require certain work be done in addition to the work described. The additional work shall be performed only with the consent of the Client in the form of a written agreement, signed by both parties. Any additional work shall be performed subject to all terms and conditions of this Agreement. If conditions have changed to the extent that Wetlands Unlimited believes that continued work poses an unreasonable health or safety risk, Wetlands Unlimited may cease all work until a change of scope can be agreed upon in writing that provides for the elimination of unreasonable risks to health and safety. If a change of scope cannot be agreed upon in order to continue to work under conditions satisfactory to both parties, this Agreement shall be terminated at that time. Should this Agreement be terminated, Wetlands Unlimited will be compensated for all services rendered up to the date of termination, at costs stipulated under this Agreement.

#### **E. Delays**

If Wetlands Unlimited is delayed in the completion of the work by any act or neglect of Client, or of any employee of either, or by any other contractor employed by Client, or by changes ordered in the work, or by weather conditions, or by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties or any other causes beyond Wetlands Unlimited's control, or by delay authorized by Client, or by any cause which Client shall decide to justify the delay, then the time of completion shall be extended for the period of any or all of the above-stated causes.

Should Wetlands Unlimited be prevented from complying with any express or implied provision of this Agreement by operation of force majeure, or because of any federal or state law or any order, rule or regulation of a governmental authority, or any other delay which is not the fault of Wetlands Unlimited, then while so prevented, Wetlands Unlimited's obligations to comply with such covenant shall be suspended, and Wetlands Unlimited shall not be liable for any actual or consequential damages arising out of force majeure or any other delay which is not the fault of Wetlands Unlimited.

#### **F. Termination**

This Agreement may be terminated for good cause, by either party upon written notice by the other party received at least thirty (30) days in advance of termination. However, if work is terminated due to conditions perceived as being unsafe, work may be terminated immediately. This Agreement may also be terminated by express written agreement entered into by all parties to this Agreement. In the event that Client attempts to terminate this Agreement without cause, or otherwise wrongfully, Wetlands Unlimited shall be entitled to recover the lost profits which it would have earned if the Agreement had not been breached as well as all other damages allowed under law.

#### **G. Ownership and Use of Documents**

The production of all documents, including, but not limited to specifications, copies of specifications and drawings, under this Agreement is considered to be solely associated with the completion of this project and its proposed scope of work. These documents shall not be used on any other project. The Client may not reproduce any document prepared by Wetlands Unlimited for this project except for use pertaining to the furtherance of project scope. Any use or distribution of any document prepared by Wetlands Unlimited for purposes which do not pertain to the completion of the scope of work is expressly prohibited, unless prior written authorization is provided by Wetlands Unlimited.

All documents and reports of Wetlands Unlimited, and the results and conclusions therein, arising out of this Agreement or pertaining to the project objectives are intended solely for the use of Wetlands Unlimited and Client unless the parties to this Agreement specify otherwise in writing. Without limiting the foregoing, no



third person/entity may rely on any document or report of Wetlands Unlimited unless expressly agreed otherwise in writing by Wetlands Unlimited.

## **H. Disclosure**

It is understood that the Client may have various information pertaining to the project that is not known to Wetlands Unlimited. This information may include site history, location of buried objects, suspected contaminants, other subsurface conditions, utilities, etc. The Client is obligated under this Agreement to disclose such information to Wetlands Unlimited that may affect the performance of work and safety of employees and others. The Client shall also disclose information concerning ownership of property where work is performed and provide authorization to access property unless otherwise agreed upon by both parties in writing. All such information shall be disclosed by Client prior to initiation of work under this Agreement. Wetlands Unlimited shall not be liable for any loss or damage incurred by any party to this Agreement resulting from Client's failure to disclose such information.

## **I. Insurance**

Insurance coverage will be maintained by Wetlands Unlimited for work performed under this Agreement. Upon request of the Client, Wetlands Unlimited will furnish a certificate of insurance indicating the types and amounts of coverage maintained.

## **J. Indemnification**

Wetlands Unlimited shall indemnify and hold harmless the Client and its officers, employers, and agents from and against all liabilities, claims, non-frivolous law suits, demands, losses, damages, penalties, fines, debts, accounts, costs, expenses, and reasonable attorney's fees arising out of work performed by Wetlands Unlimited under this Agreement to the extent that such is a result of any negligent act, error, or omission of Wetlands Unlimited or its representatives. The Client agrees to provide Wetlands Unlimited prompt notice of any suit, claim, demand, or action relating to work performed under this Agreement, in order for Wetlands Unlimited to have sufficient time for preparing a defense against such actions. This indemnification excludes any liabilities, claims, non-frivolous law suits, demands, losses, damages, penalties, fines, debts, accounts, costs, expenses and reasonable attorney's fees resulting out of any errors, omissions, fault or negligent acts of the Client or any of its servants, agents, consultants, or other representatives.

The Client shall indemnify, defend, and hold harmless Wetlands Unlimited and its officers, employees, servants, consultants, agents, successors, and representatives from any liabilities, claims, law suits, demands, losses, damages, penalties, fines, debts, accounts, costs, expenses, and attorney's fees that are a result of any negligent act, error, omission or any other fault of Client.

Except to the extent that an action results from the legal and proximate fault of Wetlands Unlimited, the cost of defending any action or other circumstance which would require the indemnification of Wetlands Unlimited by the Client, and the amount of any penalty, judgment, or assessment entered or assessed in any civil proceeding which would require the indemnification of Wetlands Unlimited by the Client, shall be reimbursed to Wetlands Unlimited by the Client as part of the cost of the work but shall not be considered part of the fee base.

## **K. Invoices**

Invoices will be submitted on a monthly or quarterly basis, or at project completion at the discretion of Wetlands Unlimited, or as otherwise stipulated in the proposal. Invoice balances are due upon receipt of invoice and considered past due 30 days after invoice date. Past due balances are subject to interest charges at the rate of 1 1/2 percent per month (18% annually), effective 30 days after the date of invoice. Wetlands

Unlimited may elect to cease all work performed under this Agreement, should payment not be received within 45 days of the date of invoicing. Any acceptance of late or partial payments by Wetlands Unlimited shall not constitute a waiver of Wetlands Unlimited's right to enforce the terms of the Agreement. Wetlands Unlimited will make efforts to collect on all accounts. However, Client will be responsible for reasonable collection-related expenses on all delinquent accounts.

The Client will notify Wetlands Unlimited of any dispute concerning an invoice within 10 days of the date of invoice. Notwithstanding any such dispute, Client shall, within the limitations and under the terms of this Agreement, pay Wetlands Unlimited all portions of invoices that are not in dispute. Client will be required to pay interest on any withheld amounts, as provided in this Agreement. Should Wetlands Unlimited agree that the disputed amount was charged in error, Wetlands Unlimited will credit the Client with such amount on subsequent invoices to the Client.

The Client is responsible for full payment of all Wetlands Unlimited invoices at agreed upon terms, conditions, and fees. Should Wetlands Unlimited determine that it will exercise its discretion and allow Client an additional period of time for payment, such determination and the modified payment terms which are applicable will be provided in the "compensation" section of the proposal accompanying these business terms and conditions. No such extension of time for payment shall be valid or effective unless it is stated in writing. It is within the discretion of Wetlands Unlimited to allow Client an additional period of time for payment for the purpose of giving Client an opportunity to receive reimbursement from any applicable Trust Funds or other applicable insurance policies. In no event shall this time period exceed 180 days from the invoice date.

#### **L. Method of Payment**

Direct payment in the form of a check shall be made payable to Wetlands Unlimited, L.L.C.

#### **M. Validity**

This proposal is valid, unless revoked in writing, for a period of thirty (30) days from the date of the proposal. This proposal is automatically revoked if not accepted within thirty (30) days and received by Wetlands Unlimited within 45 days unless otherwise accepted in writing by Wetlands Unlimited and at sole discretion of Wetlands Unlimited.

## Proposed Project Locations



# Cypress / Slack Drainage Improvements

Cypress St. APE



Item 6)

400 ft

Google Earth

© 2025 Airbus



# Cypress / Slack Drainage Improvements

Slack St. APE

APE

Item 6)

400 ft

Google Earth

© 2025 Airbus



STATE OF LOUISIANA  
CITY OF WEST MONROE

ORDINANCE NO. \_\_\_\_\_ MOTION BY: \_\_\_\_\_  
SECONDED BY: \_\_\_\_\_

AN ORDINANCE TO AUTHORIZE THE MAYOR OF THE CITY OF WEST MONROE, LOUISIANA, TO EXECUTE AN AMENDMENT NO. 1 TO CONTRACT FOR ENGINEERING SERVICES FOR KIROLI ROAD SIDEWALK PROJECT (LaDOTD TRANSPORTATION ALTERNATIVES PROGRAM) WITH S. E. HUEY CO. IN ORDER TO PROVIDE CERTAIN ENGINEERING SERVICES FOR THE KIROLI ROAD SIDEWALK PROJECT (LaDOTD TRANSPORTATION ALTERNATIVES PROGRAM); AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, in Ordinance #4494, adopted on Oct 24, 2017, a Contract For Engineering Services with S. E. Huey Engineers Co. was approved which related to the Kiroli Road Sidewalk Project (LaDOTD Transportation Alternatives Program), with that contract then being executed on October 24, 2017; and

WHEREAS, the CITY desires to change the scope of the project to include improvements that were not in the scope of the original project, and to modify the services to be provided by S. E. Huey, Co. together with the compensation to be paid; and

WHEREAS, the change in project scope and budget has been approved by the Transportation Alternatives Program (“LTAP”) of the Louisiana Department of Transportation and Development (LaDOTD); and

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

NOW THEREFORE,

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to execute on behalf of the City of West Monroe, Louisiana, Amendment No. 1 To Contract For Engineering Services For Kiroli Road Sidewalk Project (LaDOTD Transportation Alternatives Program), a copy of which agreement is attached as Exhibit “A”.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized to take any

and all actions and to execute any and all further documents he deems either necessary or proper to negotiate, prepare, execute and carry out the activities arising out of the agreements described above according to their terms and intent, including but not limited to such negotiations and agreements as he determines appropriate regarding the terms and conditions of the employment, the nature of the services performed and the manner of calculation of compensation for those services.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea or nay vote, this 4<sup>th</sup> day of March, 2025, the final vote being as follows:

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

NAY: \_\_\_\_\_

NOT VOTING: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ATTEST:

APPROVED THIS 4TH DAY OF  
MARCH, 2025

\_\_\_\_\_  
ANDREA PATE, CITY CLERK  
CITY OF WEST MONROE  
STATE OF LOUISIANA

\_\_\_\_\_  
THOM HAMILTON, MAYOR PRO TEM  
CITY OF WEST MONROE  
STATE OF LOUISIANA

**AMENDMENT NO. 1 TO CONTRACT FOR ENGINEERING SERVICES  
FOR KIROLI ROAD SIDEWALK PROJECT  
(LaDOTD TRANSPORTATION ALTERNATIVES PROGRAM)**

Effective this \_\_\_\_ day of \_\_\_\_\_, 2025, the CITY OF WEST MONROE (“OWNER”) and S. E. HUEY CO. (“ENGINEERS”) do hereby amend the “CONTRACT FOR ENGINEERING SERVICES - KIROLI ROAD SIDEWALK PROJECT (LaDOTD TRANSPORTATION ALTERNATIVES PROGRAM)”, dated October 24, 2017 (hereinafter “ORIGINAL CONTRACT”), for the purpose and as stated below:

WHEREAS, the OWNER desires to change the scope of the project to include improvements that were not in the scope of the original project;

WHEREAS, the change in project scope and budget has been approved by the Transportation Alternatives Program (“LTAP”) of the Louisiana Department of Transportation and Development (LaDOTD);

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

THEREFORE, the following sections of the ORIGINAL CONTRACT are hereby amended as set forth below. Except for these amendments, all other provisions of the ORIGINAL CONTRACT shall remain in full force and effect, and provisions that are replaced (in whole or in part) are no longer applicable.

\*\*\*

SCOPE OF PROJECT

The project, as covered by this contract, shall consist of the repair or replacement of existing sidewalks, and the construction of new sidewalks along Kiroli Road, from Arkansas Road to Kiroli Park (approx. 1 mile). All new or improved sidewalks will be compliant with American Disability Act standards.

\*\*\*

SCOPE OF ENGINEERING SERVICES

\*\*\*

- ~~4. Attending pre-construction and any other required meetings.~~
- ~~5. Providing full contract administration and coordination between LaDOTD and OWNER.~~
- ~~6. Providing construction observation services, including logs and documentation required by LaDOTD.~~
- ~~7. Conducting final inspection on behalf of the City for close-out of the project.~~

4. ENGINEERS specifically acknowledge the requirements of R.S. 38:2317, as from time-to-time amended, and agree its provisions apply to all maps, plans, surveys, plats, property descriptions, and other work product generated or obtained in connection with PROJECT. ENGINEERS will provide OWNER with all documents to which OWNER is entitled under R.S. 38:2317, as from time-to-time amended, and provide OWNER with all non-duplicative documents generated in conjunction with the PROJECT, all in such common or usual formats as are requested by OWNER. ENGINEERS shall be entitled to reimbursement for all direct additional costs incurred in supplying these requested documents, maps, plans, surveys, plats, property descriptions, and similar items (e.g., copying charges or charges incurred for format changes).

\*\*\*



## EXCLUSIONS

\*\*\*

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

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

This Contract does NOT include traffic engineering or studies.

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

This Contract does NOT include contract administration or Construction Inspection Services.

\*\*\*

## COMPENSATION

\*\*\*

- A. BASIC SERVICES: The fee for Basic Services shall be \$75,000.
- B. TOPOGRAPHIC SURVEYING: The fee for topographic surveying shall be \$16,500.
- C. CONSTRUCTION ENGINEERING AND INSPECTION (CE&I): Not Included

\*\*\*

## PAYMENT SCHEDULE

The foregoing fees shall be paid to ENGINEERS per invoice. Invoices will be prepared not more frequently than once per month, based on the percentage of the fee expended for the engineering services completed to that billing date. A billing schedule is attached as "Exhibit B", which provides for the maximum percentage of fees ENGINEERS may bill prior to completion of the corresponding milestones. The maximum cumulative billing amounts shall not be exceeded except by the approval of OWNER of additional work, as provided for in COMPENSATION.

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

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

Payments made under the ORIGINAL CONTRACT shall be credited as previous payments on invoices issued after execution of this amendment.

\*\*\*

## TERMINATION OR SUSPENSION

\*\*\*

In addition to the above, at any time OWNER determines it is appropriate and in the best interest of OWNER, OWNER may then suspend or terminate all or any portion of a category of services otherwise to be provided. In such event, ENGINEERS shall have the right to evaluate the potential impacts to the other obligations under this Contract and negotiate revisions or compensation, as applicable, and to terminate this Contract if no agreement can be agreed.

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

Signed and Agreed:

WITNESSES:

S. E. HUEY CO.

\_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_  
Robert L. George, IV, P.E.  
  
DATE: \_\_\_\_\_

WITNESSES:

CITY OF WEST MONROE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_  
Mayor Staci Albritton Mitchell  
  
DATE: \_\_\_\_\_

EXHIBIT “A”

SCHEDULE OF INVOICING RATES

January 2025

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

KIROLI ROAD SIDEWALK  
PROJECT

EXHIBIT “B”  
BILLING SCHEDULE

		Cumulative Maximum	Cumulative Maximum
<u>Phase (Fee)</u>	<u>Milestone Description</u>	<u>Billing %</u>	<u>Billing Amt<sup>1</sup></u>
<u>Engineering (\$75,000)</u>			
	60% Plan Submittal	70%	\$52,500
	100% Final Plan Submittal	100%	\$75,000
<u>Topographic Surveying (\$16,500)</u>			
	Completion of survey services	100%	\$16,500

<sup>1</sup> Maximum amount shall not be exceeded except by the approval of OWNER of additional work, as provided for in the COMPENSATION section of the Contract.



## INFRASTRUCTURE PROJECT UPDATE

March 4, 2025

### UNDER CONSTRUCTION

Project	Description	Funding	Status
S. Riverfront Water Main Improvements (CWEF FY22-23)	Replacement of water lines along South Riverfront St.	CWEF/City	Bids received on 2/28. Recommending award on 3/4.
North 7th Street Bicycle/Pedestrian Path (Arkansas Rd. to Otis St.)	Construction of 10' wide concrete path along the east side of North 7th Street.	FHWA Rec Trails Prog/City	Contract execution underway.
McMillan Rd. Lift Station Rehabilitation	Replacement of pumps and piping at the McMillan Rd. sanitary sewer lift station.	LGAP/City	Under construction.
New Drago Sanitary Sewer Lift Station	New sanitary sewer lift station to replace Drago LS. Funding from LA Water Sector Program.	WSP/ City	Construction to begin 3/10.
Arkansas Rd. Utility Relocation	Relocation of water and sewer lines ahead of street rehabilitation project.	City	Under construction.

#### Project Classifications

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

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



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IN DESIGN			
Project	Description	Funding	Status
S. 8th Street Drainage Improvements (LGAP FY22-23)	Conflict box and drainage pipe replacement at the S. 8th/Linderman intersection.	LGAP/City	Design Phase. LGAP contract received.
Black Bayou Canal - Thomas Rd. Area (EDA)	Repair concrete canal near Assembly and Walmart.	EDA/FEMA/ City	Plans submitted to USACE 2/3.
McMillan Rd. Sidewalks (LaDOTD Safe Routes to Public Places Program)	New sidewalks along the south side of McMillan Road, from Hilton Street to the library.	LaDOTD/City	98% preliminary design.
2023 DOTDTAP: N 6th Street Sidewalks	Construction of sidewalks along N. 6th Street, from WMHS to Clayton Street.	LaDOTD/City	95% preliminary plans submitted to DOTD. Plan-in-hand scheduled for 3/5.
Crosley Street Rehabilitation	Mill & Overlay with sidewalk replacement, from Trenton St. to N. 7th Street.	Urban Systems (80/20)	Design Phase.
Arkansas Road Improvements	Widen and Rehabilitate Arkansas Road, From N. 7th to Otis St.	Urban Systems (80/20)	Design Phase.
Black Bayou Canal Improvements (HMGP)	Improvements including cleaning, widening, and armoring portions of the Black Bayou Canal south of I-20.	FEMA/City	Cultural Resource Survey field work underway. Section 404 Permit under USACE review.
Kiroli Sidewalk Project	Install new sidewalks along Kiroli Road from Post Oak Apartments to Arkansas Road. Install pedestrian crossing at Kiroli Elementary.	DOTD TAP (80/20)	Updating survey & reviewing details with LADOTD.
New Austin Sanitary Sewer Lift Station	New sanitary sewer lift station to replace Austin LS.	EDA/City	Design and permitting phase.
Mid-City Drainage (Fed Approp/FEMA-PDM)	Drainage improvements between Trenton Street and Black Bayou Canal. (\$2.4m Award)	FEMA/City	60% Preliminary Plans submitted to FEMA.
Cypress/Slack Drainage Improvements (LWI-DSP)	Drainage improvements at Golf Course Creek crossings of Cypress and Slack Streets.	LWI/City	Design and Permitting Phase. Design scope amendment under OCD review.
Trenton Corridor Bike/Ped and Utilities (Fed Approp/LaDOTD)	Bury utilities and construct bike/ped path along Trenton St. from Otis St. to Bridge St. (\$5.0m Award)	FEMA/City	Preliminary design and utility verification.
Crosley Sanitary Sewer Improvements	Sanitary sewer rehabilitation along Crosley, from Trenton to N. 7th.	City	Design Phase.

**Project Classifications**

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

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**MARCH 4, 2025  
WEST MONROE CITY COUNCIL MEETING  
ENGINEERING UPDATE  
L&A, INC. PROJECT NO. 25E038.00**

**Kiroli Walk Trail Improvements**

- Benchmark Construction Group is under construction

**Sunshine Heights Drainage Improvements**

- State's comments received March 3. We will address comments & submit required information back to the State

**North 3<sup>rd</sup> Street Improvements**

- Bentz Construction Group is substantially complete. Final inspection held February 24<sup>th</sup> with only minor punch list items.

**City Street Evaluation & Report**

- Continuing traffic counts & recounts (counter errors & checks only). Recounts scheduled to be complete this week. Final book anticipated March 12.

**West Monroe Sports Complex Additional Parking**

- Preliminary plans are complete

**Downtown Utility Survey & Preliminary Engineering**

- Draftsman processing topographic survey data
- Electrical designer has prepared initial drawings for existing electrical, communications, cameras, signals, and street lighting utilities

**Constitution Drive Improvements**

- Commercial Parkway to Short Constitution Drive
- DRA funded Project (CIF) LA-7332
- Under design

**Cotton Street Water & Sewer Utility Improvements**

- Pine Street to Wood Street
- DRA Funded Project (SEDAP) LA-7333
- Topographic survey in progress, draftsman processing survey data

**LGAP/CWEF Funding Applications**

- Applications & supporting documentation submitted February 19 & copies transmitted to City Hall

**Downing Pines Road: Roundabout at Mane Street**

- State Project Number H.016019
- Preparing proposal for topo survey, design, environmental, and right-of-way maps

**Cotton Street Sidewalk & Street Improvements**

- Geotechnical engineering work has begun
- Topographic survey field work is partially complete
- Draftsmen are processing field data

**Exchange Street Extension**

- Preparing cost estimates for professional services for survey, design, and environmental permitting, potential for DRA funding