



Notice of:

BOARD OF ALDERMEN SPECIAL MEETING

Tuesday, April 26, 2022 at 5:00 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

Call meeting to order, verify receipt of proper Notices of Service on or Waivers of Service by the Mayor and a majority of the Board, and the presence of a quorum.

Motion to Approve Minutes

- [1\)](#) Motion to approve the minutes of the April 12, 2022 Regular Council Meeting.

ADMINISTRATION/FINANCE

- [2\)](#) Ordinance to authorize the purchase of certain immovable property for \$1,500 from Misc. Properties, LLC (tract adjoining Brady field).

LEGAL

- [3\)](#) Ordinance to amend Sec. 12-7001(c), providing the definition of "Structure unfit for human occupancy" to include a structure lacking water service for an extended period of time.

ENGINEERING/CONSTRUCTION PROJECTS

- [4\)](#) West Monroe Sports Complex - Project #000179

Ordinance to approve a Cooperative Endeavor Agreement with the Monroe-West Monroe Convention and Visitor's Bureau relating to participation in the funding for construction of the West Monroe Sports and Events Complex.

- [5\)](#) West Monroe Sports Complex - Project #000179

Ordinance to approve a Cooperative Endeavor Agreement with the Ouachita Parish Police Jury relating to participation in the funding for construction of the West Monroe Sports and Events Complex.

- [6\)](#) Marina Relocations Riverfront Park - Project #C22007

Ordinance to authorize execution of a Construction Contract with D & L of Ouachita, Inc.

- [7\)](#) Marina Relocation Riverfront Park - Project #C22007

Change Order No. 1 (-\$52,700.00; 0 days) with D & L of Ouachita, Inc.

PUBLIC COMMENTS/OTHER BUSINESS

ADJOURN

S/Staci Albritton Mitchell

STACI ALBRITTON MITCHELL, MAYOR



BOARD OF ALDERMEN REGULAR MEETING
Tuesday, April 12, 2022 at 6:30 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
Trevor Land
Ben Westerburg

The invocation was offered by New Directions West Church Pastor Tim Tennant. The pledge was led by WMHS Senior and Mayor's Youth Council member Peyton Hornsby.

Motion to Approve Minutes

Motion to approve the minutes of the March 22, 2022 Special Council Meeting.

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

Community Announcements

Presentation of West Monroe Citywide Master Plan by Alex Holland (Atlas Community Studios).

ADMINISTRATION/FINANCE

Ordinance 5035: Ordinance to authorize execution of a Professional Services Agreement to provide consulting services with Retail Strategies, LLC.

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

Resolution 787: Resolution to approve an extension of the compliance deadline in order for Neighbors, LLC to qualify for an Industrial Tax Credit.

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

Ordinance 5036: Ordinance authorizing the publication of a Notice of Intention to expand the boundaries of the West Monroe Economic Development District, State of Louisiana, and to levy the sales tax and hotel occupancy tax currently levied within the District in the new areas of the District; and providing for other matters in connection therewith.

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

BUILDING AND DEVELOPMENT

Ordinance 5023: Ordinance to authorize the City of West Monroe, Louisiana to enter into a lease or leases of certain described property or properties owned by the City but subject to FEMA restrictions, each of which is not needed for any public purpose. **Introduced at March 8, 2022 City Council Meeting.**

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

Resolution 788: Resolution to reappoint Melody Olson to the West Monroe Planning Commission. The five-year term will expire March 1, 2027.

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

Resolution 789: Resolution to reappoint Marion "Bee" Meadows to the West Monroe Board of Adjustments. The five-year term will expire March 1, 2027.

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

Ordinance 5037: Ordinance to annex property located at 177 Good Hope Road (Parcel #R20678) into the municipal limits of the City of West Monroe. Applicant: Richard T. Tonneson. Received a **favorable** review from the Planning Commission.

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

Ordinance 5038: Ordinance to rezone property located at 177 Good Hope Road (Parcel #R20678), from an O-L (Open Land) District to a B-3 (General Business) District. Applicant: Richard T. Tonneson. Received a **favorable** review from the Planning Commission.

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

Ordinance 5039: Ordinance to authorize a Comprehensive Maintenance Agreement with Storer Services to provide certain air conditioning and heating maintenance and repair services at the West Monroe Convention Center.

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

Ordinance 5040: Ordinance to authorize agreement with Storer Services for upgrading controls and ongoing maintenance of HVAC equipment at the Ike Hamilton Expo.

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

Ordinance 5041: Ordinance to authorize agreement with Storer Services for upgrading controls and ongoing maintenance of HVAC equipment at the West Monroe Convention Center.

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

PUBLIC WORKS

Ordinance 5042: Ordinance to authorize execution of a Vegetation Management Agreement with Edko, LLC.

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

PARKS AND RECREATION

Ordinance 5043: Ordinance to authorize revised application for a Land and Water Conservation Fund grant through the Louisiana Office of State Parks for Kiroli Park improvements (trail repair, new tennis/pickleball courts, re-surfacing existing tennis courts). Estimated project cost of \$1,535,722 with a local 50% contribution (\$767,861).

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

ENGINEERING/CONSTRUCTION PROJECTS

New Drago Street Sanitary Sewer Lift Station, Planning & Construction - Project #000180

Ordinance 5044: Ordinance to authorize execution of a Cooperative Endeavor Agreement with the State of Louisiana, Office of Community Development (Water Sector Program-Sewer relating to the project "New Drago Street Sanitary Sewer Lift Station, Planning and Construction".

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

Kiroli Rd Rehab: Arkansas - Old Darbonne - State Project #H.014690 - City Project #000189

Ordinance 5045: Ordinance to authorize execution of an Entity/State Agreement w/LA DOTD for State Project No. H.014690, Kiroli Rd Rehab: Arkansas - Old Darbonne.

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

Trenton St. Ph. 1 (Arkansas Rd - Cryer St) - State Project #H.014691 - City Project #000190

Ordinance 5046: Ordinance to authorize execution of an Entity/State Agreement w/LA DOTD for State Project No. H.014691, Trenton Street Phase 1 (Arkansas Rd - Cryer St).

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

Mane Street Rehabilitation Phase 2 - State Project #H.013392 - City Project #000143

Ordinance 5047: Ordinance to authorize execution of an Entity/State Agreement w/LA DOTD for State Project No. H.013392, Mane Street Rehabilitation Phase 2.

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

Crosley Street Rehab: Trenton - N 7th - State Project #H.013401 - City Project #000184

Ordinance 5048: Ordinance to authorize execution of an Entity/State Agreement w/LA DOTD for State Project No. H.013401, Crosley Street Rehabilitation: Trenton Street - North 7th Street.

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

Constitution Dr. Pedestrian Improvements - State Project #H.014702 - City Project #000196

Ordinance 5049: Ordinance to authorize execution of an Entity/State Agreement w/LA DOTD for State Project No. H.014702, Constitution Drive Pedestrian Improvements.

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

FY23 Federal Appropriations - Mid-City Drainage Improvements, Phase 1 - Project #C22019

Resolution 790: Resolution to submit appropriations request to U.S. Senator Bill Cassidy (\$2,000,000 with \$500,000 City Match).

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

Natchitoches St Rehab: Trenton - N 7th - State Project #H.013400 - City Project #000144

Change Order No. 1 (+\$21,652.00: 0 days) with Diamond B Construction Co., LLC.

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

FY23 Federal Appropriations - Trenton Street Bike and Pedestrian Safety Improvement Project - Project #000199

Resolution 791: Resolution to submit appropriations request to U.S. Representative Julia Letlow (\$5 million with \$1.25 million City match).

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

Project Updates

Robert L. George, IV, P.E. (S.E. Huey Co.) presented the City Council with project updates for transportation, drainage, water and other.

ADJOURN

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

ATTEST:



RONALD SCOTT OLVEY
CITY CLERK

APPROVED:



STACI ALBRITTON MITCHELL
MAYOR

CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

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

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in special and legal session convened, that the City of West Monroe, Louisiana, be and it is hereby authorized to purchase certain immovable property owned by MISC PROPERTIES, LLC., ("TP"), the property to be purchased being more particularly described as follows:

The following unsubdivided tracts or parcels of land, situated North of Olympic Boulevard, West Monroe, Louisiana, references to street lines and intersections being the same shown and reflected by the plat H. M. McGuire's Highland Park, Unit No. 11, Sections 36 and 37, Township 18 North, Range 3 East, West Monroe, Ouachita Parish, Louisiana, recorded in Plat Book 10, page 38, of the records of Ouachita Parish, Louisiana, to-wit:

From the intersection of a Northerly extension or projection of the West line of Gulpha Drive with the North line of Olympic Boulevard, as said streets are shown on plat of Unit No. 11, H. M. McGuire's Highland Park in Sections 36 and 37, Township 18 North, Range 3 East, West Monroe, Louisiana, recorded in Plat Book 10, page 38, records of Ouachita Parish, Louisiana, the POINT OF BEGINNING, measure in a Northerly direction, along the Northerly extension or projection of the West line of Gulpha Drive, a distance of 745.00 feet, more or less, to the intersection of said line with the Southerly High Bank line of Bayou Tupawek; thence measure in a generally Northwesterly direction, along the meander line of the Southerly High Bank of Bayou Tupawek, to the Westerly line of the right of way of Louisiana Power and Light Company (130.00 feet wide), at which point is located an iron pin denoting the Northeasterly corner of that certain tract or parcel of land sold to H. G. Prophit, Jr., by deed dated December 30, 1964, and recorded in Conveyance Book 823, page 717, records of Ouachita Parish, Louisiana; thence measure South 18°49.5' West, along the said Westerly right of way line, a distance of 792.11 feet to the point at which said right of way line intersects the North line of Olympic Boulevard; thence measuring in an Easterly direction, along the North line of Olympic Boulevard, to its intersection with a Northerly extension or projection of the Westerly line of Gulpha Drive, to the POINT OF BEGINNING, which tract or parcel of land is subject to the coverage of said referred right of way in favor of Louisiana Power & Light Company.

LESS AND EXCEPT the following described parcel or portion thereof:

Beginning at an iron pin at the intersection of the North line of Olympic Boulevard with the West line of Gulpha Drive, measure thence Northerly, along the extension or production Northerly of the West line of Gulpha Drive, a distance of 150.00 feet to an iron pin; thence running back Westerly between parallel lines, one of which is the North line of Olympic Boulevard, a distance of 100.00 feet.

ALSO LESS AND EXCEPT that parcel transferred to Bradley Wayne Warden, a married man, in Conveyance Book 2191, page 616, and to Bradley Wayne Warden, et ux, in Conveyance Book 2330, page 827, records of Ouachita Parish.

The above described tract or parcel of land is subject to any rights-of-way, easements or servitudes either of record or of use, particularly those in favor of Louisiana Power & Light, Inc

for the cash price of ONE THOUSAND, FIVE HUNDRED AND NO/100 (\$1,500.00) DOLLARS, subject to the further conditions:

- a) Taxes for the year 2022, if any, to be paid by the City of West Monroe.
- b) MISC PROPERTIES, LLC to waive, renounce and relinquish any and all rights to which it may have or enjoy pursuant to R.S. 41:1338 or R.S. 31:149, or arising under LA Constitution Article I, Section 4, as to the properties.
- c) The property described above to be free and clear of all mortgages, liens or encumbrances.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in special and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana be and she is hereby authorized to execute such documents as she determines appropriate on behalf of the City of West Monroe in order that the City of West Monroe acquire the immovable property or properties described above at the price and/or under the terms and conditions set forth above, and subject to such other terms and conditions as she determines appropriate, and to take any and all other action deemed by her either necessary or appropriate to effect execution of that purchase, or any matter ancillary or otherwise relating thereto, including but not limited to the payment of any cash consideration provided above, and the payment of such other customary costs and expenses of a purchaser which are incurred in conjunction with these transactions; but further providing that the purchase authorized above is subject to the prior receipt of a Broker’s Estimate of Value or similar valuation which verifies the fair value of the property is no less than the purchase price.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in special and legal session convened, voted on by yea and nay vote, passed and adopted this 26th day of April, 2022, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 26TH DAY OF
APRIL, 2022

RONALD S. OLVEY, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

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

STATE OF LOUISIANA
CITY OF WEST MONROE

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

ORDINANCE TO AMEND SEC 12-7001(c) OF THE CODE OF ORDINANCES, CITY OF WEST MONROE, LOUISIANA, TO PROVIDE THAT THE DEFINITION OF "STRUCTURE UNFIT FOR HUMAN OCCUPANCY" WILL INCLUDE A STRUCTURE WHICH LACKS A CONTINUOUSLY OPERATING WATER SUPPLY FOR A SPECIFIED EXTENDED PERIOD OF TIME; TO PROVIDE THAT THIS AMENDMENT IS SEVERABLE; TO PROVIDE AN EFFECTIVE DATE; 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 special and legal session convened, that Section 12-7001(c) of the Code of Ordinances, City of West Monroe, Louisiana, is hereby amended, to provide as follows:

“Sec. 12-7001. Dangerous and dilapidated structures unlawful.

* * *

(c) Structure unfit for human occupancy.

1. A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by law or ordinance, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.
2. A structure is also unfit for human occupancy whenever the code official finds that a residence does not have a continuously operating water supply for a time period in excess of 10 days, except that this shall not be applicable where the lack of a continuously operating water supply is due to:
 - (i) the temporary inability of the City to provide that continuously operating water supply, or
 - (ii) repairs which are necessary to the service lines, interior piping, facilities, or appliances servicing or within the structure, and those repairs have been initiated and are thereafter continuing through to successful completion.

The lack of a continuously operating water supply resulting from non-payment or under-payment of the charges billed for the supply of that continuously operating water supply is not an exception to a structure being unfit for human occupancy.

* * *”

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in special and legal session convened, that if any provisions or sections of this ordinance are held invalid, such invalidity should not affect the other provisions or sections of this ordinance which can be given in effect without the invalid provisions or sections, and

to this end the provisions and sections adopted in this ordinance are hereby declared severable;

SECTION 3. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in special and legal session convened, that for cause determined to be in the best interests of the City of West Monroe and its citizens, this enactment shall be effective on April 27, 2022;

The above Ordinance was read and considered by sections at a public meeting of the Mayor and Board of Aldermen, in special and legal session convened, voted on by yea or nay vote, passed and adopted the 26th day of April, 2022, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 26TH DAY OF
APRIL, 2022

RONALD S. OLVEY, 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 EXECUTION OF A COOPERATIVE ENDEAVOR AGREEMENT WITH THE MONROE-WEST MONROE CONVENTION AND VISITORS BUREAU WITH RESPECT TO THE CONSTRUCTION OF THE WEST MONROE SPORTS AND EVENTS COMPLEX; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the City of West Monroe has undertaken the planning, development and construction of the West Monroe Sports and Events Complex; and

WHEREAS, the Monroe-West Monroe Convention and Visitors Bureau (“CVB”) has agreed to fund up to \$6,000,000 of the proposed construction costs of no less than \$22,500,000, with the remainder of the project costs being paid by the City of West Monroe, directly or through other funds received by it from other sources; and

WHEREAS, the CVB requires execution of a formal Cooperative Endeavor Agreement between the CVB and the City of West Monroe which provides for the funds to be paid by the CVB, the match required by the City of West Monroe, the necessary documentation to be provided by the City to CVB and manner of proceeding, certain aspects of recognition, advertising, and future operations, and such other details as are customary in such an agreement; and

WHEREAS, the construction of the West Monroe Sports and Events Complex will be of significant benefit to the City of West Monroe and its residents, and all of Ouachita Parish.

NOW, THEREFORE,

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in special and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to enter into a Cooperative Endeavor Agreement (“CEA”) with the Monroe-West Monroe Convention and Visitors Bureau (“CVB”) with respect to the construction of the West Monroe Sports and Events Complex which provides for those aspects as set forth above in a format similar to the example agreement attached as Exhibit “A”, with that CEA to provide for such further terms, conditions and provisions as may be reasonable and appropriate on the receipt of those funds to be received by the City from the CVB as provide above.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in special 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 undertak further modification to that example Cooperative Endeavor Agreement attached as she determines necessary or appropriate, and to take any and all further documents and to take any and all further actions as she deems either necessary or proper.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in special and legal session convened, voted on by yea or nay vote, passed and adopted the 26th day of April, 2022, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

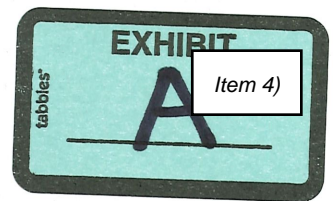
ABSENT: _____

ATTEST:

APPROVED THIS 26TH DAY OF
APRIL, 2022

RONALD S. OLVEY, 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

COOPERATIVE ENDEAVOR AGREEMENT

BE IT KNOWN, that in the presence of the undersigned Notaries Public, each duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

MONROE-WEST MONROE CONVENTION AND VISITOR'S BUREAU OF OUACHITA PARISH (hereinafter "CVB"), a political subdivision of the State of Louisiana, herein represented by its duly authorized Chairperson, Mickey Merritt, pursuant to authorization by its Board of Directors, and whose mailing address is P.O. Box 1436, West Monroe, Louisiana 71294, and

CITY OF WEST MONROE, LOUISIANA (hereinafter "WEST MONROE"), a political subdivision of the State of Louisiana, herein represented by its Mayor, Staci Albritton Mitchell, duly authorized in the premises, and whose mailing address is 2305 N. 7th Street, West Monroe, Louisiana 71291,

who enter into this Cooperative Endeavor Agreement relating to the construction of the West Monroe Sports and Events Complex according to the terms, conditions and provisions set forth below, to-wit:

1. The CVB does hereby agree to provide funding to WEST MONROE up to the amount of SIX MILLION AND NO/100 (\$6,000,000.00) DOLLARS for the construction of the West Monroe Sports and Events Complex in accordance with Preliminary Plans dated March ____, 2022, a copy of which was delivered to CVB this date.
2. CVB shall have no other obligations whatsoever in the premises.
3. The subject funds shall be used only for the construction of the West Monroe Sports and Events Complex (the "Project"), and not for planning, studies, marketing, fund raising, or any other purpose whatsoever.
4. This Agreement is subject to and conditioned upon the availability and appropriation of funds to fulfill the requirements of this contract.
5. CVB acknowledges that WEST MONROE anticipates contributing an additional amount not less than SIXTEEN MILLION, FIVE HUNDRED THOUSAND AND NO/100 (\$16,500,000.00) DOLLARS to cost of the Project.
6. WEST MONROE shall move diligently towards the commencement and completion of the facilities comprising the Project, but in any event there shall be substantially complete construction of the facilities by no later than May 31, 2024, excepting only delays caused by events beyond the control of WEST MONROE such as Acts of God, supply chain issues related to required construction materials, and similar causes
7. As a condition of the receipt of funding from CVB, through 2039 CVB and WEST MONROE (through its facility manager, if any) shall work together and freely and openly discuss and evaluate all possible available incentives (including rental reductions, if appropriate) for an event where the economic impact to WEST MONROE from the event outweighs the value of the incentives in order that CVB has the ability to competitively negotiate for quality regional and national events in which CVB will be a sponsor.

8. For each event, the CVB agrees to confirm in writing to a designated representative of WEST MONROE that the particular event is bringing in out of town participants creating a positive economic impact.
9. WEST MONROE agrees to partner with the CVB on bids for national and regional events on an annual basis.
10. WEST MONROE agrees that the West Monroe Sports and Events Complex shall at all times be clean and well-maintained, with restrooms cleaned and fully stocked prior to the beginning of any CVB sponsored event.
11. If notified at least one hundred eighty (180) days in advance, WEST MONROE agrees to undertake reasonable efforts to re-schedule or otherwise replace an already existing and scheduled local event which has nominal overall economic impact if CVB is able to then replace it with a larger event that has a significantly overall larger economic impact, whether by virtue of significant increase in the number of additional anticipated hotel rooms booked, or by the length (days) of the event resulting in longer participant hotel stays, or by a combination of both.
12. Allocation of funds by the CVB to the Project shall be in accordance with the following payment schedule:

The amount of FIVE MILLION FOUR HUNDRED THOUSAND AND NO/100 (\$5,400,000.00) DOLLARS will be paid by the CVB to WEST MONROE consisting of 24% of each monthly billing by the general contractor with architect approval, with the first payment being due not before ninety (90) days after the last party's execution of this Agreement. A final payment not to exceed SIX HUNDRED THOUSAND AND NO/100 (\$600,000.00) DOLLARS will be due and payable by the CVB to WEST MONROE within ninety (90) days from the issuance of a Certificate of Occupancy of the facility by the Fire Marshal's office. All payments will be released by the CVB only upon receipt of a letter from WEST MONROE requesting funds with proper documentation that those funds have been committed by the Project, i.e., invoices, copies of checks, etc. for each expenditure category. Upon receipt of the Certificate of Occupancy and a clear Lien Certificate at the offices of the CVB, the Tourism Development Committee will conduct a final review of all expenditures, and the remaining funds will be released upon approval by the Board of Directors of the CVB.

It is hereby acknowledged and agreed that the first FIVE MILLION DOLLARS allocated to the Project as stated above shall be provided by the CVB from the proceeds of its Certificates of Indebtedness, Series 2022 (the "Certificates"). WEST MONROE covenants that it will proceed with due diligence to spend such proceeds granted by the CVB for the Project. WEST MONROE shall provide, upon request, any additional information which the CVB may determine is necessary to assist the CVB in complying with any certificate or covenant with respect to the Certificates.

13. Disbursements shall be made only upon a written request for disbursement in accordance with AIA Document G-702 - Application and Certificate for Payment and G-703 approved by the counter-signature of the CVB's President and CEO, Alana Cooper, which disbursement request shall describe the particular purposes for which the funds are to be disbursed in connection with the Project, and in which WEST MONROE certifies that (i) such purposes and amounts are true and correct; (ii) the disbursement request complies with this Agreement; and, (iii) no part thereof duplicates any part of any prior request for disbursement.
14. CVB shall have no obligation to look behind or investigate the certification made by WEST MONROE in a request for disbursement, but may fully rely on the document itself.

1990.

- 25. WEST MONROE further agrees not to discriminate in its employment practices and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities and/or because of an individual's sexual orientation.
- 26. This Agreement shall not be assigned, sold, mortgaged or otherwise transferred, encumbered or alienated without the express written consent of the of the CVB. Furthermore, the West Monroe Sports and Events Complex cannot be sold, mortgaged or otherwise transferred, encumbered or alienated without the express written consent of the CVB which consent shall not be unreasonably withheld.
- 27. The term of this Cooperative Endeavor Agreement shall be fifteen (15) years, effective upon the issuance of a Certificate of Occupancy.
- 28. Any modifications or amendments to this Agreement shall be in writing.

This Cooperative Endeavor Agreement executed by the MONROE-WEST MONROE CONVENTION AND VISITOR'S BUREAU OF OUACHITA PARISH on this _____ day of April, 2022.

WITNESSES: MONROE-WEST MONROE CONVENTION AND VISITOR'S BUREAU OF OUACHITA PARISH

BY: MICKEY MERRITT, CHAIRPERSON

PRINTED NAME AS SIGNED ABOVE

PRINTED NAME AS SIGNED ABOVE

NOTARY PUBLIC

This Cooperative Endeavor Agreement executed by the CITY OF WEST MONROE, LOUISIANA on this ____ day of April ,2022.

WITNESSES: CITY OF WEST MONROE, LOUISIANA

____ BY: _____
STACI ALBRITTON MITCHELL, MAYOR

PRINTED NAME AS SIGNED ABOVE

PRINTED NAME AS SIGNED ABOVE

NOTARY PUBLIC

STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE EXECUTION OF A COOPERATIVE ENDEAVOR AGREEMENT WITH THE OUACHITA PARISH POLICE JURY WITH RESPECT TO THE CONSTRUCTION OF THE WEST MONROE SPORTS AND EVENTS COMPLEX; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the City of West Monroe has undertaken the planning, development and construction of the West Monroe Sports and Events Complex; and

WHEREAS, the Ouachita Parish Police Jury (“OPPJ”) has agreed to fund up to \$1,000,000 of the proposed construction costs of no less than \$22,500,000, with the remainder of the project costs being paid by the City of West Monroe, directly or through other funds received by it from other sources; and

WHEREAS, the OPPJ requires execution of a formal Cooperative Endeavor Agreement between the OPPJ and the City of West Monroe which provides for the funds to be paid by the OPPJ, the match required by the City of West Monroe, the necessary documentation to be provided by the City to OPPJ and manner of proceeding, certain aspects of recognition, advertising, and future operations, and such other details as are customary in such an agreement; and

WHEREAS, the construction of the West Monroe Sports and Events Complex will be of significant benefit to the City of West Monroe and its residents, and all of Ouachita Parish.

NOW, THEREFORE,

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in special and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to enter into a Cooperative Endeavor Agreement (“CEA”) with the Ouachita Parish Police Jury (“OPPJ”) with respect to the construction of the West Monroe Sports and Events Complex which provides for those aspects as set forth above in a format similar to the example agreement attached as Exhibit “A”, with that CEA to provide for such further terms, conditions and provisions as may be reasonable and appropriate on the receipt of those funds to be received by the City from the OPPJ as provide above.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in special 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 undertake further modification to that example Cooperative Endeavor Agreement attached as she determines necessary or appropriate, and to take any and all further documents and to take any and all further actions as she deems either necessary or proper.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in special and legal session convened, voted on by yea or nay vote, passed and adopted the 26th day of April, 2022, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 26TH DAY OF
APRIL, 2022

RONALD S. OLVEY, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

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

CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE EXECUTION OF A CONTRACT WITH D & L OF OUACHITA, INC. FOR THE CONSTRUCTION OF THE PROPOSED MARINA FLOATING DOCK SUPPORT AREA, AND THE SUBSEQUENT RELOCATION OF THE FLOATING DOCKS AND BOATHOUSES BELONGING TO THE CITY; 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 special 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 a construction contract with D & L of Ouachita, Inc. for the construction of the proposed Marina Floating Dock Support Area and the subsequent relocation of the of the floating docks and boathouses belonging to the City according to the terms, conditions and provisions of that “Contract Between Owner and Contractor” attached as Exhibit A, in the amount of TWO HUNDRED FORTY TWO THOUSAND AND NO/100 DOLLARS (\$242,000.00).

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in special 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 undertake any further modification to Contract Between Owner and Contractor attached as she determines necessary or appropriate, and to take any and all further actions as she deems either necessary or proper.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in special and legal session convened, voted on by yea or nay vote, passed and adopted the 26th day of April, 2022, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

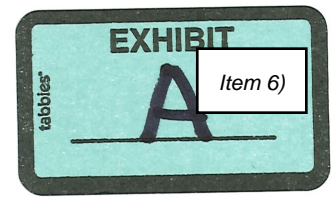
ABSENT: _____

ATTEST:

APPROVED THIS 26TH DAY OF
APRIL, 2022

RONALD S. OLVEY, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

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



CONTRACT BETWEEN OWNER AND CONTRACTOR

This agreement entered into this _____ day of April, 2022, by D & L of Ouachita, Inc. hereinafter called the "Contractor", whose business address is 1310 Highway 80 East, Calhoun, Louisiana 71225 and City of West Monroe, herein represented by the contracting officer executing this contract, hereinafter called the "Owner".

Witnesseth that the Contractor and the Owner, in consideration of premises and the mutual covenants; consideration and agreement herein contained, agree as follows:

Statement of Work: The contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner:

Project Name: Mariana Relocation Riverfront Park
Project Location: Riverfront Street, West Monroe, Louisiana 71291
Project No.: DLB No. 210903

in strict accordance with Contract Documents prepared by:

Designer: David Lane Beaird & Associates
Designer Address: 105 Commercial Parkway, West Monroe, Louisiana 71292

It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated February 16, 2022 Addenda Number(s) 1, the Instruction to Bidders, Bid Form, General Conditions, Supplementary Conditions, any Addenda thereto, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.

Time for Completion: The work shall be commenced on a date to be specified in a written order of the Owner and shall be completed within 60 consecutive calendar days from and after the said date.

Liquidated Damages: Contractor shall be assessed Liquidated Damages in the amount of Two Hundred Fifty Dollars (\$250.00) per day for each consecutive calendar day which work is not complete beginning with the first day beyond the completion time.

Compensation to be paid to the Contractor: The Owner will pay and the Contractor will

accept in full consideration for the performance of the contract the sum of Two Hundred Forty Two Thousand Dollars (\$242,000.00) which sum represents the payment for a complete and ready for use project as shown on the plans and as specified in the specifications.

Provided, that any alterations which may be made in the terms of the contract or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the contract, or any other forbearance on the part of either the Owner or the Contractor to the other shall not in any way release the Contractor from their liability hereunder, notice to the Surety of any such alterations, extensions or other forbearance being hereby waived.

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal 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 Act of 1972, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, sex, religion, national origin, genetic information, age or disabilities. Any act of discrimination committed by Contractor or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

In Witness whereof, the parties hereto on the day and year first above written have executed this agreement in four (4) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

City of West Monroe

WITNESSES:

BY: _____

Mayor – Staci Mitchell
 City of West Monroe, Louisiana

BY: _____

Damon Mayfield, D & L of Ouachita, Inc.

CITY OF WEST MONROE CHANGE ORDER REQUEST

Item 7)

PROJECT NAME:	MARINA RELOCATION RIVERFRONT PARK	CHANGE ORDER NO:	1
PROJECT NUMBER:	210903	CONTRACT DATE:	4/27/22
CONTRACTOR:	D and L of Ouachita, Inc.		

Request your proposal to make the following change(s) in this contract. Attach SUMMARY, BREAKDOWN and/or UNIT PRICE BREAKDOWN forms as required and give a brief description of the change(s) below.

1. Original Bid was submitted with new steel piles when the documents allowed use of used steel pipe piles a cost reduction of \$20,000.00. 2. Reduce the number of piles from 12 to 8 a cost reduction of \$20,400. 3. The number of roller guides were adjusted from twelve to eight to match the new pile count a cost reduction of \$3,800.00. 4. The decking of the gangway was specified as utilizing Trek decking a plastic decking material. The use of treated lumber (2x6) results in a cost reduction of \$4000.00. 5. The use of a ramp that is integral to the gangway in lieu of the separate steel access platform resulted in a cost savings of \$4500.00. In summary these items total cost saving of \$52,700.00

The Original Contract Sum	\$242,000.00
Total Changes by Previous Change Order(s)	
Current Contract Sum	\$242,000.00
Contract Sum will be decreased by this Change Order	(\$52,700.00)
New Contract Sum	\$189,300.00
The Original Contract Completion Date and Contract Time.	Date: 26-Jun-22 60 DAYS
Total Time extended by Previous Change Order(s)	DAYS
Contract Time will be unchanged by this Change Order	DAYS
New Contract Completion Date & Revised Contract Time	Date: 26-Jun-22 60 DAYS
Added Building Area	Not Applicable (Sq. Ft.)

NOTE: No additional increase in time or money will be considered for a Change Order item after it has been executed.

RECOMMENDED	PROPOSER	REVIEWER
Designer's Name:	Contractor's Name:	Project Manager:
David Lane Beaird & Associates, Inc.	D & L of Ouachita, Inc.	City of West Monroe
Address:	Address:	
105 Commercial Parkway, West Monroe, La	310 Highway 80 East, Calhoun, La	
By:	By:	By:
Date:	Date:	Date:

Construction Contract Change Order Request

CITY OF WEST MONROE

Item 7)

Louisiana Military Department-Contracting
MARINA RELOCATION RIVERFRONT PARK

Item No.

210903

4/27/22

State D and L of Ouachita, Inc.

Contractor Name:

1. Original Bid was submitted

General Contractor Direct Costs - Breakdown No.

(See attached breakdown)

Total General Contractor Cost

####

%

(General Contractor Direct Cost plus OH&P)

(Max: 15%)

Contract Sum will be decreased by this Change Or ###

(See attached.)

	A	B	C
	Total	OH&P	Total
Subcontractor Name	Direct Cost	(Max 15%)	A+(A X B)
chan		%	
		%	
		%	
		%	
	Applicable	%	
		%	
		%	
		%	

Desired Subcontractor Direct Contractor's Name:

\$ -

Davis (Sum column A)

D & L of City of West Monroe

105 Subcontractor Direct Costs Highway 80 East, Calhoun, La

(Sum column C)

General Contractor OH&P on Subcontractor Direct Cost at

(Sum column A times General Contractor OH&P rate.)

%

(Max: 10%)

Total Subcontractor Costs

%

|| || unchanged by

Days will be

☐

increased

☐

decreased

☐

unchanged by

(Attach supporting data such as meteorological reports)