

Natchitoches City Council will have a pre-council meeting beginning at 5:00 p.m. and ending at 5:30 p.m. to discuss non-agenda items. The City Council meeting will begin promptly at 5:30 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings. The City Council Meetings are held at the Natchitoches Arts Center located at 716 Second Street, Natchitoches, Louisiana.

**NATCHITOCHEs CITY COUNCIL MEETING**  
**JANUARY 11, 2016**  
**5:30 P.M.**  
**A G E N D A**

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF DECEMBER 14, 2015**
5. **PROCLAMATIONS:**
  - #001 Morrow** Proclamation Declaring Martin Luther King, Jr., Day
  - #002 Nielsen** Proclamation Declaring the Month of January, 2016 as Arbor Day
6. **ORDINANCES – FINAL:**
  - #062 Stamey** Ordinance Authorizing Mayor Lee Posey To Execute An Agreement With The Louisiana Office Of Community Development For The **FY 2014-2015 Community Water Enrichment Fund (CWEF)** For Improvements To The Natchitoches Water System To Replace Water Lines And Service Taps Along Pierson, Payne, Julia, Lafayette And Rusbo Streets.
  - #063 Morrow** Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For **Water Tower Submersible Mixers Pax 400 And Pax 100 (Bid No. 0575)**.
  - #065 Mims (TABLED)** Ordinance Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute An Option To Purchase On Behalf Of The City Of Natchitoches Which Will Give The City The Option To Purchase Property At **1128 Williams Avenue** From Wayne Arlo Sibley, Et Al, For A Period Of Nine Months For The Consideration Of Two Hundred Four Thousand Dollars, To Provide For Advertising, And A Savings Clause.
7. **ORDINANCES – INTRODUCTION:**
  - #001 Payne** Ordinance Amending Ordinance No. 046 Of 2015 Authorizing Mayor, Lee Posey, To Enter Into An Intergovernmental Agreement With The Parish Of Natchitoches, The Natchitoches Parish Sheriff's Department, And The **Natchitoches Parish Coroner's Office** In Connection With The Funding Of A Response Vehicle For The Use Of The Coroner.

**MOTION TO ADD ORDINANCE NO. 002 OF 2016**

**#002 Nielsen**

Ordinance Approving The Purchase Of Several Tracts Of Ground Adjacent To The Union Pacific Railroad Right Of Way Said Tract Situated In That Area Bounded On The West By Martin Luther King, Jr. Drive, On The North By Lafayette Street, On The East By Sixth Street And On The South By Trudeau Street From **Northwest Louisiana Athletic League**, For The Consideration Two Hundred Forty Thousand Dollars, And Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute A Cash Sale Deed For The Purchase Of The Tracts And All Related Documents, To Provide For Advertising, And A Savings Clause.

**MOTION TO ADD ORDINANCE NO. 003 OF 2016**

**#003 Mims**

Ordinance Approving The Form And Content Of A Cooperative Endeavor Agreement With The **Jackson Square Cemetery, Inc.**, A Non-Profit Corporation, To Provide For The Transfer Of An Area On The South End Of The Jackson Square Cemetery Property That Is Currently Used As A Part Of The Cemetery To The Jackson Square Cemetery, Inc., And To Provide For The Future Use And Maintenance Of The Area Transferred, And Further Authorizing The Mayor To Execute Same.

8. **REPORTS:** Pat Jones - Financial Report
9. **ANNOUNCEMENTS:**
  - The City of Natchitoches offices will be closed **Monday, January 18, 2016** in honor of Martin Luther King, Jr.
  - The next scheduled City Council meeting will be **January 25, 2016.**
10. **ADJOURNMENT:**

**NOTICE TO THE PUBLIC**

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary.  
If you wish to address the Council, please complete the "**Request to Address City Council**" form located on the entrance table.

**PROCEEDINGS OF THE CITY COUNCIL  
OF THE CITY OF NATCHITOCHEs, STATE OF LOUISIANA,  
REGULAR MEETING HELD ON  
MONDAY, JANUARY 11, 2016 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, January 11, 2016 at 5:30 p.m.

There were present:

Mayor Lee Posey  
Councilman At Large Don Mims, Jr.  
Councilman David Stamey  
Councilman Dale Nielsen  
Councilwoman Sylvia Morrow

Guests: None

Absent: Councilman Larry Payne

Mayor Lee Posey called the meeting to order and welcomed everyone for coming. Michael Braxton was asked to lead the invocation and Councilman Nielsen was asked to lead the pledge of allegiance.

Mayor Posey then called for the reading and approval of the minutes for the December 14, 2015 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Mr. Stamey the roll call vote was as follows:

<b>Ayes:</b>	<b>Nielsen, Mims, Stamey, Morrow</b>
<b>Nays:</b>	<b>None</b>
<b>Absent:</b>	<b>Payne</b>
<b>Abstain:</b>	<b>None</b>

Mayor Posey then stated we lost Mr. Jack Brittain, Sr. this morning and this is a tremendous loss for our community. Please keep his family in your prayers in the coming days.

The following Resolution was introduced by Ms. Morrow and Seconded by Mr. Nielsen as follows, to -wit:

**RESOLUTION NO. 001 OF 2016**

**PROCLAMATION DECLARING JANUARY 18, 2016 AS MARTIN LUTHER KING, JR. DAY IN THE CITY OF NATCHITOCHEs**

**WHEREAS**, each year on the third Monday of January, schools, federal offices, post offices and banks across American close as we observe and honor Dr. Martin Luther King's Birthday; and

**WHEREAS**, the first national celebration of the Dr. Martin Luther King, Jr., Holiday took place January 20, 1986, and this year the celebration will be on January 18, 2016.

**WHEREAS**, America was moved by a young preacher who called a generation to action and forever changed the course of history. The Reverend Dr. Martin Luther King, Jr. devoted his life to the struggle for justice and equality, sowing seeds of hope for a day when all people might claim "the riches of freedom and the security of justice." On Martin Luther King, Jr., Federal Holiday, we celebrate the life and legacy of Dr. King; and

**WHEREAS**, Dr. King advocated non-violent action as a means to overcome the evil of racism in America, and he led the effort that resulted in the Civil Rights Act of 1964; and

**WHEREAS**, Dr. King guided us toward a mountaintop on which all Americans – regardless of skin color – could live together in mutual respect and brotherhood. Dr. King recognized the power of service to strengthen communities and achieve common goals; and

**WHEREAS**, Dr. King dedicated his life to empowering people, and challenged them to lift up their neighbors and communities. He broke down barriers within our society by encouraging Americans to look past their differences and refused to rest until our Nation fulfilled its pledge of liberty and justice for all; and

**NOW, THEREFORE, I, LEE POSEY**, Mayor of the City of Natchitoches hereby proclaim, Monday, January 18, 2016 as

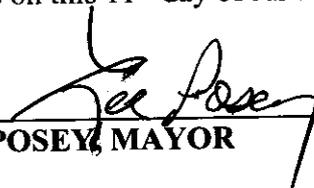
**MARTIN LUTHER KING, JR. DAY**

in the City of Natchitoches in honor of the memory and legacy of Dr. King.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Nielsen, Stamey, Morrow, Mims</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>Payne</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 11<sup>th</sup> day of January, 2016.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

The following Resolution was introduced by Mr. Nielsen and Seconded by Ms. Morrow as follows, to -wit:

**RESOLUTION NO. 002 OF 2016**

**PROCLAMATION DECLARING THE MONTH OF JANUARY, 2016 AS ARBOR MONTH IN THE CITY OF NATCHITOCHES**

**WHEREAS**, Arbor Day, was first observed in 1872 when J. Sterling Morton proposed a tree-planting day to the Nebraska Board of Agriculture and on April 10 of that year sponsors estimated that more than a million trees were planted on the first Arbor Day; and

**WHEREAS**, Arbor Day has since become an annual observance throughout the nation and the world celebrating the role of trees in our lives and promoting tree planting, care and conservation; and

**WHEREAS**, trees can lower our heating and cooling costs, clean the air and provide habitat for wildlife; and

**WHEREAS**, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

**WHEREAS**, trees in our City increase property values, enhance the economic vitality of business areas and beautify our community; and

**WHEREAS**, the City of Natchitoches understands more than ever the importance of trees to our City and is committed to an effective ongoing program that provides direction, technical assistance, public attention and recognition for ongoing efforts to the value of trees in our community.

**NOW, THEREFORE**, I, Lee Posey, Mayor of the City of Natchitoches do hereby proclaim the month of January, 2016 as

**ARBOR MONTH**

in the City of Natchitoches, Louisiana and urge all citizens to observe this day.

This Resolution was then presented for a vote, and the vote was recorded as follows:

**AYES: Nielsen, Stamey, Morrow, Mims**  
**NAYS: None**  
**ABSENT: Payne**  
**ABSTAIN: None**

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 11<sup>th</sup> day of January, 2016.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

The following Ordinance was Introduced by Mr. Stamey and Seconded by Mr. Mims as follows,  
to-wit:

**ORDINANCE NO. 062 OF 2015**

**ORDINANCE AUTHORIZING MAYOR LEE POSEY TO EXECUTE AN AGREEMENT  
WITH THE LOUISIANA OFFICE OF COMMUNITY DEVELOPMENT FOR THE  
FY 2014-2015 COMMUNITY WATER ENRICHMENT FUND (CWEF) FOR  
IMPROVEMENTS TO THE NATCHITOCHEs WATER SYSTEM TO REPLACE  
WATER LINES AND SERVICE TAPS ALONG PIERSON, PAYNE, JULIA,  
LAFAYETTE AND RUSBO STREETS**

**WHEREAS**, the State of Louisiana, Office of Community Development, through the Community Water Enrichment Fund, provides funding to aid units of local government solely for the purpose of rehabilitation, improvement, and construction projects for community water systems to provide safe and clean drinking water; and

**WHEREAS**, the City of Natchitoches desires to provide its citizens safe and clean drinking water and effective fire protection through the installation and maintenance of its waterlines; and

**WHEREAS**, the City of Natchitoches has been awarded a Community Water Enrichment Grant for \$30,000.00, for a project identified as replacement of water lines and service taps along Pierson, Payne, Julia, Lafayette, and Rusbo Street; and

**WHEREAS**, by replacing the existing waterlines and service taps, water customers in the targeted areas will have improved dependability, safety and health benefits; and

**WHEREAS FURTHER**, having reviewed the attached agreement between the Louisiana Office of Community Development and the City of Natchitoches and approving same the City Council of the City of Natchitoches desires to authorize the Mayor, Lee Posey to execute the agreement on behalf of the CITY;

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY OF NATCHITOCHEs HEREBY**

1. Approves the Execution of the Agreement with the Louisiana Office of Community Development for the FY 2014-2015 Community Water Enrichment Fund (CWEF) in the amount of \$30,000.00 to replace water lines and service taps along Pierson, Payne, Julia, Lafayette and Rusbo Streets.
2. Authorizes Mayor Lee Posey to sign the attached agreement and all related documents.

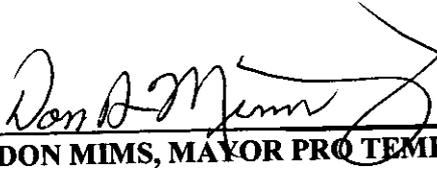
**THIS ORDINANCE** was introduced on December 14, 2015 and published in the *Natchitoches Times* on December 19, 2015.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

**AYES:** Nielsen, Mims, Stamey, Morrow  
**NAYS:** None  
**ABSENT:** Payne  
**ABSTAIN:** None

**THEREUPON**, Mayor Lee Posey declared the Ordinance passed by a vote of 4 Ayes to  
0 Nays this 11<sup>th</sup> day of January, 2016.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

  
\_\_\_\_\_  
**DON MIMS, MAYOR PRO TEMPORE**

Delivered to the Mayor on the 12<sup>th</sup> day of January, 2016 at 10:00 A.M.

No. 2000159435

CONTRACT BY AND BETWEEN  
THE DIVISION OF ADMINISTRATION  
AND  
THE CITY OF NATCHITOCHE

UNITED STATES OF AMERICA  
STATE OF LOUISIANA  
SOURCE OF FUNDING - FY 2014-15 ✓ <sup>14-15-P1</sup>  
State Appropriated Funds  
TYPE OF CONTRACT - FY 2014-2015 CWF  
FEDERAL EMPLOYER I.D. #72-6000931  
AMOUNT OF CONTRACT - \$ 30,000.00  
CWF Format #1 (revised, 2011)  
CWF File # 1415-CWF-NTC-0601

THIS AGREEMENT, is made and entered into as of this 21<sup>ST</sup> day of January 2016  
by and between the Division of Administration, hereinafter called "Division" represented by Carol M. Newton,  
Office of Community Development and the City of Natchitoches, hereinafter called "Contractor" represented by  
Lee Posey, Mayor.

1. CONTRACT WITH CONTRACTOR: The Division hereby agrees to contract with the Contractor and the Contractor hereby agrees to perform the services under this agreement in accordance with CWF/Division/applicable regulations to the establishing of programs and activities. All exhibits or regulations referred to in this contract or attached hereto are by reference made part of this contract.
2. DURATION OF CONTRACT: This contract shall be for a period commencing on the date entered above and ending not more than three years later.
3. RECORDS, REPORTS, AND EVALUATIONS: The Contractor agrees to prepare, retain, report and allow Division inspection for purposes of evaluation, records as may be required by the Division for program management purposes.

Upon completion of this contract, or if terminated earlier, all records, reports, worksheets or any other materials related to this contract shall become the property of the Division. All such books, records and other documents shall be available at the offices of the Contractor (except that books, records, and other documents of a Participating Party may be maintained at the offices of such Participating Party) for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the State, including the Legislative Auditor. Any duly authorized representative of the State shall, at all reasonable times, have access to all portions of the Project.

The rights of access and inspection provided in this paragraph shall continue until completion of all close-out procedures respecting this contract and until the final settlement and conclusion of all issues arising out of this contract. The records shall be kept for a minimum of three years from the date of final close-out.

4. AUDITS and/or FINANCIAL REPORTS: State requirements mandate that local governments and Parish Police Juries must still submit financial statements in compliance with financial and compliance audit requirements established by R.S. 24:513 through 514.

Failure to comply with all financial report requirements may cause loss of participation in this program and reimbursement of contract funds.

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

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

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

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

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

If the Contractor is unable or unwilling to comply with such additional conditions as may be lawfully applied to the grant received from the Division, the Contractor shall terminate the contract by giving reasonable written notice to the Division, signifying the effective date thereof. In the event of any termination, or suspension, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Contractor under this contract shall become the property of the Division. The Contractor shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the contract. Notwithstanding the above, the

Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of any breach of the contract by the Contractor and the Division may withhold any reimbursement to the Contractor for the purposes of setoff until such time as the exact amount of damages due the Division from the Contractor is agreed upon or otherwise determined. The Division may authorize the Contractor to continue with its own funds for the project until a question is resolved with the understanding that a satisfactory resolution will cause the Division to reimburse funds.

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

8. **LEGAL AUTHORITY:** The Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the Contractor legal authority to enter into this agreement, receive funds, authorized by this agreement and to perform the services the Contractor has obligated itself to perform under this agreement.

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

The Contractor further agrees to comply with applicable laws, ordinances, and codes of the State federal, and local governments, including the State Ethics Law, Act 17 of 1996, Section 15C (which sets criteria for transfer of state appropriated funds), State Bid Laws, Local Government Assurances listed in the grant application(s), and all policies and guidelines of the CWEF program as established by the Office of Community Development.

The Contractor has obtained, or has reasonable assurances that it will obtain, all federal, State and local government approvals and reviews required by law to be obtained by the Contractor for the Project; and all Participating Parties have obtained, or the Contractor has reasonable assurances that such Participating Parties will obtain, all such approvals and reviews required by law to be obtained by the Participating Parties for the Project.

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said Contractor's obligation and identified under tax identification number 72-6000931.

10. NONDISCRIMINATION: Contractor assures that it is in compliance with all applicable State Civil Rights Legislation and Executive Orders.

11. COMPLIANCE WITH APPROVED PROGRAM: All activities authorized by this agreement will be performed in accordance with the approved work program as described in the grant application(s), (including any amendments which have occurred), Exhibits A, B, and C, the grant conditions and relevant CWF directives. If any activities authorized by this agreement are not performed in accordance with any part of this agreement or if unauthorized activities are performed, the DOA CWF Representative may require that any or all grant funds paid-out to Contractor be returned to the Division. Dollar amounts expended for each activity may not exceed those specified in Exhibit B. The release of funds for this contract is conditioned upon approval of the contract conditions listed in Exhibit A.

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

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

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

13. SCHEDULE OF PAYMENT: In consideration of the various obligations undertaken by the Contractor pursuant to this contract, and in consideration of the obligations to be undertaken by Participating Parties, as represented by the Contractor in the Application, the State agrees, subject to the terms and conditions set forth herein, to provide the Contractor with contract funds in the amount of \$ 30,000.00.

14. FISCAL FUNDING: The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

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

Incurring Costs for Project Activities

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

(1) No costs to be paid out of contract funds may be incurred by the Contractor or any Participating Party until the following conditions are met: (a) a written approval by the State is received of required documentation as specified in Paragraph 11 and Exhibit A of this contract, if any, and (b) written authorization from the State is received to draw funds.

(2) After the Contractor has satisfied all of the contract conditions specified in Paragraph 11 and Exhibit A and the State has transmitted a fully executed contract and released funds for the project activities, the Contractor and the Participating Parties may incur any and all eligible costs to be paid out of grant funds.

(3) If the Contractor's grant application(s) included other funds for the purpose of receiving rating points, include a firm letter of commitment with Exhibit A.

(4) All work under the terms of this contract must have been completed by midnight of that day occurring three years from the date of this contract. Any work taking place more than three years after the date of this contract will not be paid for out of the CWEF funds awarded in this contract unless

this contract has been amended with the approval of the Division of Administration. All lien contingencies must be liquidated ninety (90) days from contract termination date.

Procedures for Requisitioning Payments

There will be only one requisition per month allowed for all grants.

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

IN WITNESS THEREOF, the parties hereto have executed this agreement this 21<sup>ST</sup> day of

January, 2016.

WITNESSES:

DIVISION OF ADMINISTRATION

OFFICE OF COMMUNITY DEVELOPMENT

\_\_\_\_\_  
\_\_\_\_\_

Carol M. Newton  
CAROL M. NEWTON, DIRECTOR,  
Community Water Enrichment Fund Grant Program

WITNESSES:

Stacy M. McIlwain

Lee Posey  
CHIEF ELECTED OFFICIAL

**A P P R O V E D**  
Division of Administration  
Office of Community Development  
Louisiana Local Government  
Assistance Program

Carol M. Newton 1-21-16  
Carol M. Newton, Director

Exhibit A

GENERAL INFORMATION, CONTRACT CONDITIONS

GENERAL INFORMATION

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1. CWEF CONTRACT AMOUNT	2. OTHER FUNDS AMOUNT
\$ 30,000.00	\$ 0.00

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3. MAILING ADDRESS OF CONTRACTOR

City of Natchitoches  
P. O. Box 37  
Natchitoches, La 71457

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4. CONTRACTOR AUTHORIZED REPRESENTATIVE	5. PHONE
Lee Posey	318-357-3850

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6. CONTRACT CONDITIONS

Funds will not be released until the following items have been submitted to and approved in accordance with Program requirements by the State's Office of Community Development.

1. Revisions to the application, if requested by the Office of Community Development.
2. Firm commitments for other project funds, if applicable.
3. Any other documentation, if requested.



## EXHIBIT C

### General Definitions

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

1. "Application" means the Application for CWEF Assistance.
2. "Contract Funds" means those funds to be provided by the State to Contractors pursuant to the terms of this contract, as specified in Exhibit A.
3. "Contractor" means the local government entity receiving contract funds pursuant to this contract, as more particularly identified on the cover page of this contract.
4. "Contractor Activities" means those activities of the Project to be carried out by the Contractor, or an agent or agency of the Contractor, which activities are described in Exhibit A of this contract.
5. "Eligible Costs" means costs for the activities specified and for which grant funds are budgeted as specified in Exhibit A of this contract, provided that such costs are not incurred in connection with any activity which may be from time to time amended, are ineligible under the CWEF Program.
6. "Final Approval Date" – The date that the contract is fully executed, all conditions listed in Exhibit A has been satisfied and the State has issued an authorization to the Contractor to proceed with the project activities.
7. "Incurred Costs" – Any monies expended on allowable expenditures relating to the application and/or contract.
8. "CWEF Program" means the Community Water Enrichment Fund grant program, established by the State pursuant to House Bill 926 – Act 513 of the 2008 Regular Legislative Session and in accordance with the provisions of the Administrative Procedures Act, R.S. 49:950.
9. "CWEF Regulations" means the regulations set forth in the Louisiana Administrative Code, Title 4, Part VII, Chapter 23, as the same may, from time to time, be amended and the regulations described in the CWEF Application Package.
10. "Project" means the activities described in the Application and in Exhibits A and B of this contract which are to be carried out to meet the objectives of the CWEF Program.
11. "State" means the State of Louisiana or any official of the State to whom the State has delegated authority to act with respect to matters covered by this Contract Agreement.
12. "Unobligated Funds" means all funds for which no liability exists at the expiration of the contract.

The following Ordinance was Introduced by Ms. Morrow and Seconded by Mr. Nielsen as follows, to-wit:

**ORDINANCE NO. 063 OF 2015**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEES TO AWARD THE BID FOR WATER TOWER SUBMERSIBLE MIXERS PAX 400 AND PAX 100 (BID NO. 0575)**

**WHEREAS**, Resolution No.104 of 2015 was passed by the Natchitoches City Council on November 9, 2015 authorizing the Mayor to advertise for bids for Water Tower Submersible Mixers Pax 400 and Pax 100 (Bid No. 0575); and

**WHEREAS**, this bid was advertised in the *Natchitoches Times* on November 14, November 21 and November 28, 2015 in accordance with law; and

**WHEREAS**, one bid proposal was received and opened as follows:

- (1) Utility Services Group  
Atlanta, GA.....\$47,380.00

**WHEREAS**, on December 8, 2015 the appointed committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Don Mims, Councilman at Large; and Bryan Wimberly, Utility Director reviewed the bid proposal for Water Tower Submersible Mixers Pax 400 and Pax 100 (Bid No. 0575); and

**WHEREAS**, the above appointed committee members unanimously recommend the City award the bid to the lowest and only bidder **Utility Services Group, Atlanta GA**, in the amount of **\$47,380.00**.

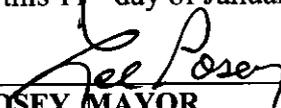
**NOW, THEREFORE, BE IT RESOLVED**, that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.

**THIS ORDINANCE** was introduced on December 14, 2015 and published in the *Natchitoches Times* on December 19, 2015.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

**AYES: Nielsen, Mims, Stamey, Morrow**  
**NAYS: None**  
**ABSENT: Payne**  
**ABSTAIN: None**

**THEREUPON**, Mayor Lee Posey declared the Ordinance passed by a vote of 4 Ayes to 0 Nays this 11<sup>th</sup> day of January, 2016.

  
\_\_\_\_\_  
LEE POSEY, MAYOR

  
\_\_\_\_\_  
DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 12<sup>th</sup> day of January, 2016 at 10:00 A.M.



**CITY OF NATCHITOCHES**  
**PURCHASING DEPARTMENT**

**December 8, 2015**

**Mayor Lee Posey**  
**City Hall**  
**Natchitoches, LA 71457**

**Dear Mayor Posey;**

**The appointed committee of Pat Jones, Edd Lee, Don Mims and Bryan Wimberly has reviewed one proposal for bid number 0575, for the Water Tower Submersible Mixers.**

**The committee was unanimous in its decision to award the bid to the lowest bidder, Utility Services Group, Atlanta, GA, in the amount of \$47,380.00. This was the only bid received.**

**All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.**

**The committee requests ratification of this award at the next meeting of the City Council.**

**Very truly yours,**

**Pat Jones**  
**Director of Finance**

**Bryan Wimberly**  
**Director of Utilities**

**Edd Lee**  
**Director of Purchasing**

**Don Mims**  
**Councilman At Large**

The following Ordinance was **TABLED** by Ms. Morrow and Seconded by Mr. Stamey as follows, to-wit:

**ORDINANCE NUMBER 065 OF 2015**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEES, LEE POSEY, TO EXECUTE AN OPTION TO PURCHASE ON BEHALF OF THE CITY OF NATCHITOCHEES WHICH WILL GIVE THE CITY THE OPTION TO PURCHASE PROPERTY AT 1128 WILLIAMS AVENUE FROM WAYNE ARLO SIBLEY, ET AL, FOR A PERIOD OF NINE MONTHS FOR THE CONSIDERATION OF TWO HUNDRED FOUR THOUSAND DOLLARS, TO PROVIDE FOR ADVERTISING, AND A SAVINGS CLAUSE.**

**WHEREAS**, the City of Natchitoches, Louisiana, (sometimes hereinafter City) is working with the State of Louisiana to locate and acquire a site for a temporary bridge across Cane River Lake; and

**WHEREAS FURTHER**, there is a tract of land currently for sale (described on the attached Exhibit "A"), which said tract may meet the requirements of the State for the location of a temporary bridge, and the City Council of the City of Natchitoches is of the belief that it is in the interests of the City secure that site through an option to purchase; and

**WHEREAS FURTHER**, the Mayor has negotiated the terms of an Option to Purchase the site and the Council has reviewed and approves of the terms of the Option to Purchase; and

**WHEREAS FURTHER**, the site is owned by Cecil Walter Sibley, Barbara Aline Sibley Fletcher, Judy Pearl Sibley Lary, Sandra Marie Sibley Robinette, Wanda Retha Sibley Bagwell and Wayne Arlo Sibley, and bears municipal address of 1128 Williams Avenue; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches desires to authorized the Mayor to execute an Option to Purchase the property from Wayne Arlo Sibley, et al; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches is of the opinion that it is in the interest of the City to take an option to purchase the property, and desires to authorize Mayor Lee Posey to execute an Option to Purchase and all associated documents; and

**WHEREAS FURTHER**, the purchase price for the property under the Option to Purchase is \$204,000.00, and the property has been appraised by a certified appraiser at the value of \$204,000.00; and

**WHEREAS FURTHER**, the Mayor shall further have authority to exercise the option on behalf of the City of Natchitoches; and

**WHEREAS FURTHER**, the property owner has agreed to accept the sum of Nine Thousand and no/100 (\$9,000.00) Dollars cash as compensation for the Option to Purchase the property, which said amount will be credited to the purchase price if the City exercises the option; and

**WHEREAS FURTHER**, the Mayor and City Council take cognizance of the fact that the tract of land bearing municipal address of 1128 Williams Avenue will be of importance to the City for the construction of a temporary bridge and the Council deems it to be in the best interest of the CITY to enter the Option to Purchase in order to provide for the future acquisition of the property; and

**WHEREAS FURTHER**, the Mayor and City Council have studied the matter and have concluded that taking an option on the tract of land bearing municipal address of 1128 Williams

Avenue would be in the best interest of the CITY, its citizens, and the general public; and

**NOW THEREFORE BE IT ORDAINED** by the City Council in regular session convened as follows:

I. That the Honorable Mayor, Lee Posey, be and he is hereby authorized and empowered to execute an Option to Purchase on behalf of the CITY, all in accordance with the general terms and conditions set forth in this Ordinance. The said Mayor is hereby given full and complete authority to incorporate in said instrument such terms, conditions, and agreements as may be necessary to protect the interest of the CITY in substantial compliance with the general terms and conditions set forth in this Ordinance.

II. That the Honorable Mayor, Lee Posey, be and he is hereby further authorized and empowered to execute the option to purchase on behalf of the City of Natchitoches, all in accordance with the general terms and conditions set forth in this Ordinance.

III. That the Mayor be and he is hereby authorized to have all of the necessary legal documents and instruments prepared at once and that this transaction be closed as soon as this Ordinance is final.

IV. That if any part of this Ordinance is for any reason held to be unconstitutional or invalid, by a Court of competent Jurisdiction, such decision shall not effect the validity of the remaining portions of this Ordinance, and the invalidity shall be limited to that specific portion so declared to be invalid.

V. That this Ordinance shall go into effect immediately after publication according to law.

VI. That all Ordinances in conflict herewith are hereby repealed.

VII. That this Ordinance be advertised in accordance with law.

VIII. That this Ordinance be declared **INTRODUCED** at a Regular Meeting of the City Council on this the 14<sup>th</sup> day of December, 2015, and that a public hearing be called for at the next regular meeting of the City Council which will be held on the 11<sup>th</sup> day of January, 2016.

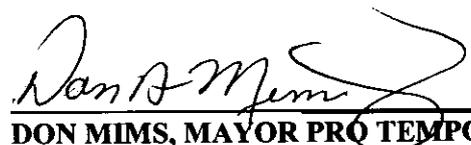
**THIS ORDINANCE** was introduced on December 14, 2015 and published in the *Natchitoches Times* on December 19, 2015.

Ms. Morrow made a motion to table this ordinance which was seconded by Mr. Stamey, the motion to table was presented for a vote and the vote was recorded as follows:

**AYES:** Nielsen, Mims, Stamey, Morrow  
**NAYS:** None  
**ABSENT:** Payne  
**ABSTAIN:** None

**THEREUPON**, Mayor Lee Posey declared the Ordinance tabled by a vote of 4 Ayes to 0 Nays this 11<sup>th</sup> day of January 11, 2016.

  
\_\_\_\_\_  
LEE POSEY, MAYOR

  
\_\_\_\_\_  
DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 12<sup>th</sup> day of January, 2016 at 10:00 A.M.

## EXHIBIT "A"

**THAT CERTAIN LOT OF GROUND**, together with all buildings and improvements located thereon, situated on the East bank of Cane River Lake descending in the City of Natchitoches, having a frontage on the West side of Williams Avenue (designated in prior deeds as a gravel road) of 120 feet, bounded North by land formerly owned by R. H. Bell, South by lands formerly owned by Evans, East by Williams Avenue, West by Cane River Lake; being the same property acquired by Percy L. Edwards from Mrs. Maria A. Carroll as per deed recorded in Conveyance Book 200, page 620, and sold by him to J. B. Barnett as per deed recorded in Conveyance Book 201, page 605, therein described as that part of Lot 5 of the Partition of the Crow Place lying West of the gravel road (see map attached to original #62,624); the North line of said lot having been modified by an act of exchange between Ms. Annie Weaver and J. B. Barnett recorded in Conveyance Book 205, page 575 (see plat attached to original conveyance #89,466) which decreased the street frontage from 132 feet to the aforesaid 120 feet, but increased the frontage on the lake by 8 feet.

The above described property bearing municipal address of 1128 Williams Avenue, Natchitoches, Louisiana 71457.

STATE OF LOUISIANA

PARISH OF NATCHITOCHEs

**OPTION TO PURCHASE**

BE IT KNOWN that on the dates below indicated and before the witnesses and Notaries Public hereinafter signed on the separate acknowledgments and at the places set forth on the separate acknowledgments, personally came and appeared:

Cecil Walter Sibley, husband of \_\_\_\_\_, and a resident of Lincoln Parish, with mailing address of 172 Russwood Lane, Ruston, Louisiana 71270;

BARBARA ALINE SIBLEY FLETCHER

JUDY PEARL SIBLEY LARY

SANDRA MARIE SIBLEY ROBINETTE

WANDA RETHA SIBLEY BAGWELL

WAYNE ARLO SIBLEY

(Collectively referred to as "SELLER")

AND

**CITY OF NATCHITOCHEs, LOUISIANA**, a municipal corporation, with mailing address of Post Office Box 37, Natchitoches, Louisiana, 71458-0037, represented herein by Mayor Lee Posey, pursuant to the authority granted in Ordinance Number 065 of 2015 (hereinafter referred to as "PURCHASER")

Who declared that they do hereby enter into the following agreement:

1.

For and in consideration of the sum and price of \$9,000.00, paid herewith, receipt of which is hereby acknowledged, the said **SELLER** grants unto the **PURCHASER** for a period of nine (9) months, beginning on February 1, 2016 and ending on September 30, 2016, and subject to the conditions hereinafter set forth, the exclusive right, privilege, or option to purchase for the sum and price of **Two Hundred Four Thousand and 00/100 (\$204,000.00) Dollars** cash, the following described property, to-wit:

**THAT CERTAIN LOT OF GROUND**, together with all buildings and improvements located thereon, situated on the East bank of Cane River Lake descending in the City of Natchitoches, having a frontage on the West side of Williams Avenue (designated in prior deeds as a gravel road) of 120 feet, bounded North by land formerly owned by R. H. Bell, South by lands formerly owned by Evans, East by Williams Avenue, West by Cane River Lake; being the same property acquired by Percy L. Edwards from Mrs. Maria A. Carroll as per deed recorded in Conveyance Book 200, page 620, and sold by him to J. B. Barnett as per deed recorded in

Conveyance Book 201, page 605, therein described as that part of Lot 5 of the Partition of the Crow Place lying West of the gravel road (see map attached to original #62,624); the North line of said lot having been modified by an act of exchange between Ms. Annie Weaver and J. B. Barnett recorded in Conveyance Book 205, page 575 (see plat attached to original conveyance #89,466) which decreased the street frontage from 132 feet to the aforesaid 120 feet, but increased the frontage on the lake by 8 feet.

The above described property bearing municipal address of 1128 Williams Avenue, Natchitoches, Louisiana 71457.

2.

The consideration for the granting of this option is the payment by the **PURCHASER** to the **SELLER** of the sum of Nine Thousand and 00/100 (\$9,000.00) Dollars, receipt of which is acknowledged.

3.

In the event that the **PURCHASER** desires to exercise the option herein granted, it shall send a registered letter addressed to **SELLER** at the above addresses, expressing its desire to exercise the option. In such an event, the act of sale of the hereinabove described property shall be passed before **PURCHASER'S** Attorney or Notary Public within thirty (30) days of the date of the posting of said registered letter exercising the option. In the event that the said option is not properly exercised by the **PURCHASER** or if the Act of Sale has not passed because of any default by the **PURCHASER** within the stipulated period, said **PURCHASER** shall have no right or claim whatsoever to said sum of \$9,000.00, together with any other amounts paid under this agreement, which said sum shall at that time immediately become the property of the **SELLER** as liquidated damages, without demand or the necessity of placing the **PURCHASER** in default, both of which are hereby expressly being waived. It is further understood and agreed that all rights of the said **PURCHASER** hereunder shall cease and terminate if the option is not exercised by midnight, September 30, 2016.

4.

The **SELLER** agrees to deliver a merchantable title to the **PURCHASER**, free and clear of all mortgages or other liens, but subject to any present servitudes or easements that exist upon the property.

5.

The taxes for the year in which the sale is closed shall be prorated as of the date of the act of the sale. All expenses incidental to the passing of the act of sale, except for bona fide curative work, shall be paid by the **PURCHASER**.

6.

Should the **PURCHASER** cause a survey to be prepared on the subject property, regardless of the acreage shown on the survey, the **PURCHASER** and **SELLER** agree that the purchase price of \$204,000.00 shall not change.

7.

**PURCHASER** agrees to pay all costs associated with the purchase, including but not limited to legal fees, cost of survey and recording fees.

8.

**PURCHASER** agrees to purchase the property "as is" and further agrees to incorporate an "as is" clause in the Act of Sale.

9.

The consideration for granting this option, \$9,000.00, includes consideration for access by the Purchaser to the Seller's property from the date of the execution of this instrument for the following purposes, access for survey crews, access for engineering crews to gather information; access for any other employee or contractor of the City of Natchitoches or the State of Louisiana which may be related to preliminary work for the construction of a bridge and related roadways. It is understood and agreed that the above access may hinder and interfere with the use of the property by the Seller and a portion of the \$9,000.00 will be compensation for the access granted.

10.

This option shall be assignable by the Purchaser to the State of Louisiana, or some other political subdivision of the State or other governmental entity, if so required to satisfy State Capital Outlay procedures and guidelines or the requirements of the Local Public Agency Real Estate Manual.

11.

This agreement shall be binding upon and enure to the benefit of all parties hereto and their respective heirs, executors, administrators, assigns, and successors.

**DONE AND PASSED** at my office in said Parish of Natchitoches, State of Louisiana, in the presence of \_\_\_\_\_ and \_\_\_\_\_, competent witnesses, and me, Notary Public, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_  
Cecil Walter Sibley

\_\_\_\_\_

\_\_\_\_\_  
BARBARA ALINE SIBLEY FLETCHER

\_\_\_\_\_  
JUDY PEARL SIBLEY LARY

\_\_\_\_\_  
SANDRA MARIE SIBLEY ROBINETTE

\_\_\_\_\_  
WANDA RETHA SIBLEY BAGWELL

\_\_\_\_\_  
WAYNE ARLO SIBLEY

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF NATCHITOCHEs

**DONE AND PASSED** at my office in said Parish of Natchitoches, State of Louisiana,  
in the presence of \_\_\_\_\_ and  
, competent witnesses, and me, Notary Public, on this the \_\_\_\_\_ day of  
, 2016.

ATTEST:

CITY OF NATCHITOCHEs, LOUISIANA

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
by: Mayor Lee Posey

\_\_\_\_\_  
NOTARY PUBLIC

### EXHIBIT "A"

**THAT CERTAIN LOT OF GROUND**, together with all buildings and improvements located thereon, situated on the East bank of Cane River Lake descending in the City of Natchitoches, having a frontage on the West side of Williams Avenue (designated in prior deeds as a gravel road) of 120 feet, bounded North by land formerly owned by R. H. Bell, South by lands formerly owned by Evans, East by Williams Avenue, West by Cane River Lake; being the same property acquired by Percy L. Edwards from Mrs. Maria A. Carroll as per deed recorded in Conveyance Book 200, page 620, and sold by him to J. B. Barnett as per deed recorded in Conveyance Book 201, page 605, therein described as that part of Lot 5 of the Partition of the Crow Place lying West of the gravel road (see map attached to original #62,624); the North line of said lot having been modified by an act of exchange between Ms. Annie Weaver and J. B. Barnett recorded in Conveyance Book 205, page 575 (see plat attached to original conveyance #89,466) which decreased the street frontage from 132 feet to the aforesaid 120 feet, but increased the frontage on the lake by 8 feet.

The above described property bearing municipal address of 1128 Williams Avenue, Natchitoches, Louisiana 71457.

During the City Council pre-meeting, several citizens expressed their concerns in reference to the above ordinance. Mr. Bray Williams addressed the council first with his concerns of safety at the location of the proposed temporary bridge. Due to the blind curve he stated he is sure someone will get killed at this location. Mr. John Luster spoke about the cultural aspect of putting a bridge in the middle of a residential area. He stated, this is the third time he is aware of a proposed bridge through a residential neighborhood and this could destroy our community. Mr. Ralph Ingram wanted to know if a bridge could be built from Hwy 6/Grand Ecore to Williams Avenue by way of the dam.

Mayor Posey stated this is being brought before the Council by the City as an option to purchase property so the City does not have to spend more money should DOTD come in a build a temporary bridge. This ordinance in no way guarantees a temporary or permanent bridge will be built at this location. DOTD will conduct an environmental impact study in which there will be public hearings for the citizens of this community to express their concerns and determine which direction this project is headed.

Mrs. Sarah Luster stated she was not at the pre-meeting, but she wanted to express her concerns of the money side of this proposal and how expensive a temporary bridge can be. Even though a temporary bridge is mentioned she stated the Keyser bridge became permanent. She stated she wished the public would have been able to speak on this matter before it was brought before the council. She requested the Council consider tabling the ordinance.

Mr. Stamey stated he has received several negative phone calls as it relates to this project from the public. A lot of people did not know about it as the general public does not keep up with the City Council meeting dates. He stated he knows this is bad for District 1 and a number of streets will be negatively impacted by a temporary or permanent bridge. As an attempt to save money, it seems a little out of order with the City trying to pass this ordinance. Normally there would be several open meetings of the public's take on the process and that is still going to happen, but just because we are taking an option out on the property does not mean this project will take place at this location. The impact on downtown is significant if it takes 2 years versus 18 months.

Mr. Randy LaCaze stated it is imperative to do this project before structurally the Church Street Bridge has to be shut down. All of the alternatives came from the state DOTD as an area of consideration as they conducted this study, not from the Mayor or the Council.

Mayor Posey stated we have a structurally deficient bridge and they are continuing to have to inspect it every 6 months. The DOTD intention was to come in a build a temporary bridge before having to shut down the Church Street bridge completely.

Mr. Nielsen stated the Church Street Bridge is in peril. He then mentioned wanting to see the traffic study and was a little confused by the numbers that were being presented.

Mr. Eddie Harrington, District Councilman Elect, has also received a number of negative phone calls. His concern is if the vote today if approved will it grant the council the ability to spend this money or will that come at a later time.

Mayor Posey stated this is only for the option portion which is \$9000.00. We are trying to spend everyone's money, but our and hoping if this does to fruition the state would pay for the purchase of the property.

Mr. Bill Maley then stated he doesn't feel the public was given ample notice of tonight's meeting. If the Council takes this option, does that mean the house is off the market. Mr.

Nielsen stated it would be off the market for 9 months. Mr. Maley stated these options have a bad habit of becoming a reality. Mr. Maley asked the Council to sit in his yard on any afternoon and watch the traffic that leaves those schools. He stated like any other taxpayer, he doesn't care what we do, but does not want this is his backyard. What will this do to the property value of these homes?

Mr. Mims stated, this is just an option, but is not set in stone. In the event of an emergency and the Church Street Bridge shut down, this would be available because of tonight's option.

Mr. Corkern stated the City has to be responsive to 18,000 people. Before the Council tonight is an option to purchase the property for \$9,000. The Council has to consider this, if they do not vote for the option the house remains on the market allowing someone to purchase the property and renovate it. Then the property becomes worth \$350,000 instead of \$200,000 and the City would no longer be able to purchase the property. Neither the City nor DOTD can build a temporary bridge there without the public's input. Before anything happens a number of hearings will be held and the public will be involved.

The Council decided to table the Ordinance at tonight's meeting.

The following Ordinance was introduced by Nielsen at the Natchitoches City Council meeting held on January 11, 2016 as follows:

**ORDINANCE NO. 001 OF 2016**

**AN ORDINANCE AMENDING ORDINANCE NO. 046 OF 2015 AUTHORIZING MAYOR, LEE POSEY, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE PARISH OF NATCHITOCHEs, THE NATCHITOCHEs PARISH SHERIFF'S DEPARTMENT, AND THE NATCHITOCHEs PARISH CORONER'S OFFICE IN CONNECTION WITH THE FUNDING OF A RESPONSE VEHICLE FOR THE USE OF THE CORONER.**

**WHEREAS**, the City of Natchitoches (sometimes hereinafter referred to as the "City") is a Municipality located in the State of Louisiana, Parish of Natchitoches governed under a Home Rule Charter and a Code of Ordinances adopted by Ordinance No. 5 of 1977; and

**WHEREAS FURTHER**, the City of Natchitoches is specifically authorized under Section 1.06 of the Charter of the City of Natchitoches to provide for the general welfare, safety, health, peace and good order of the City, and further authorized under Section 1.07 of the Charter of the City of Natchitoches to enter into Joint Service Agreements or Intergovernmental Agreements with other governmental agencies; and

**WHEREAS FURTHER**, the Natchitoches Parish Coroner's Office (sometimes hereinafter referred to as "Coroner") is a political subdivision of the State of Louisiana, which office is responsible for responding to calls for death investigations and orders of protective custody; and

**WHEREAS FURTHER**, the services provided by the Coroner are beneficial to the City and the help provide for and promote, protect, and preserve the general welfare, safety, health, peace and good order of the City; and

**WHEREAS FURTHER**, the Coroner is in need of a vehicle which will be used in the performance of its duties and has identified a 2015 Dodge Ram 2500 Law Enforcement Pickup Truck (sometimes hereinafter "Truck") as a vehicle that is suitable for its needs; and

**WHEREAS FURTHER**, Ordinance No. 046 of 2015 included the District Attorney of the Parish of Natchitoches which now has withdrawn from this agreement; and

**WHEREAS FURTHER**, the Sheriff of the Parish of Natchitoches has agreed to provide two-thirds of the purchase price of the Truck, and the City has been approached about contributing the remaining one-third of the purchase price, being the sum of \$10,062.32; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches is of the opinion that the new vehicle will enhance the ability of the Coroner to respond to calls in a timely and dependable manner, benefitting the effectiveness of the Coroner's office; and

**WHEREAS FURTHER**, under the general law and the Home Rule Charter of the City of Natchitoches, the City has the right, power, and authority to promote, protect, and preserve the general welfare, safety, health, peace and good order of the City; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches is of the opinion that the Intergovernmental Agreement with the Coroner will promote the health, safety and welfare of the citizens of the City and Parish of Natchitoches, Louisiana; and

**WHEREAS FURTHER**, the City desires to enter into this Intergovernmental Agreement to help encourage and promote health, safety and welfare of the citizens of the City and Parish of Natchitoches, Louisiana; and

**NOW THEREFORE BE IT ORDAINED** by the City Council of the City of Natchitoches, Louisiana, that the Mayor of the City of Natchitoches, Lee Posey is hereby authorized to execute the attached Intergovernmental Agreement with the Natchitoches Parish, Office of the Coroner.

**BE IT FURTHER ORDAINED** that the terms of the Intergovernmental Agreement, attached hereto, are approved and accepted by the City Council of the City of Natchitoches, Louisiana.

# INTERGOVERNMENTAL AGREEMENT

AMONG  
THE PARISH OF NATCHITOCHES  
THE NATCHITOCHES PARISH SHERIFF'S DEPARTMENT  
THE CITY OF NATCHITOCHES  
THE NATCHITOCHES PARISH CORONER OFFICE

This Intergovernmental Agreement (hereinafter the "AGREEMENT") is entered into by the Parish of Natchitoches (hereinafter the "PARISH"), the City of Natchitoches (CITY) and the Natchitoches Parish Coroner's Office (hereinafter the "CORONER"), and The Natchitoches Parish Sheriff's Office (hereinafter the "SHERIFF"), in connection with the funding of a response vehicle for the use of the CORONER. The parties agree to the following terms and conditions, to-wit:

I. General:

a. The CORONER agrees to utilize the vehicle purchased, a 2015 Dodge Ram 2500 Law Enforcement Pickup Truck, for the purpose of conducting day to day operations of the Coroner's Office. This includes but is not limited to daily usage by the "On-Call Deputy Coroner" for conducting business related to the office, and response to calls for death investigation and Order of Protective Custody investigations. This vehicle shall be equipped with emergency warning lighting (red/blue interior lighting) and siren for scene response and a hard-top bed cover for local transport if required.

b. The PARISH agrees that the aforementioned vehicle will be titled in the name of "Parish of Natchitoches", and agrees to provide vehicle insurance, fuel, and maintenance for the vehicle pursuant to LA R.S. 13:5706 (B)1, which will avoid mileage costs by incurred by investigators responding to calls and conducting normal business operations.

c. The City of Natchitoches agrees to pay for 1/3 of the vehicle cost (\$10,062.32), the Natchitoches Parish Sheriff's Department agrees to pay up to 2/3 (\$20,124.63) of the total vehicle cost, as a cooperative endeavor to provide the CORONER with the vehicle to be utilized as above.

2. Term:

This Agreement shall be effective immediately upon execution by the parties and shall remain in effect until the vehicle shall be no longer feasible for service.

3. Special Conditions:

a. The CORONER shall maintain daily mileage logs of the response vehicle. The CORONER shall furnish receipts for fuel purchases and maintenance receipts of the vehicle at the end of each month to the Parish Treasurer.

b. The PARISH shall maintain vehicle insurance pursuant to LA R.S. 13:5706 (B)1, on the response vehicle at all times while the vehicle is in service.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement, effective on the

\_\_\_\_\_ Day of \_\_\_\_\_, 2015.

**WITNESS:**

**PARISH OF NATCHITOCHEs**

\_\_\_\_\_

**BY:**

\_\_\_\_\_  
**President**

**WITNESS:**

**CITY OF NATCHITOCHEs**

\_\_\_\_\_

**BY:**

\_\_\_\_\_  
**Mayor**

**WITNESS:**

**NATCHITOCHEs PARISH CORONER**

\_\_\_\_\_

**BY:**

\_\_\_\_\_  
**Coroner**

**WITNESS:**

**NATCHITOCHEs PARISH SHERIFF**

\_\_\_\_\_

**BY:**

\_\_\_\_\_  
**Sheriff**

The following Ordinance was introduced by Mr. Nielsen at the Natchitoches City Council meeting held on January 11, 2016 as follows:

**ORDINANCE NUMBER 002 OF 2016**

**AN ORDINANCE APPROVING THE PURCHASE OF SEVERAL TRACTS OF GROUND ADJACENT TO THE UNION PACIFIC RAILROAD RIGHT OF WAY SAID TRACT SITUATED IN THAT AREA BOUNDED ON THE WEST BY MARTIN LUTHER KING, JR. DRIVE, ON THE NORTH BY LAFAYETTE STREET, ON THE EAST BY SIXTH STREET AND ON THE SOUTH BY TRUDEAU STREET FROM NORTHWEST LOUISIANA ATHLETIC LEAGUE, FOR THE CONSIDERATION TWO HUNDRED FORTY THOUSAND DOLLARS, AND AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, LEE POSEY, TO EXECUTE A CASH SALE DEED FOR THE PURCHASE OF THE TRACTS AND ALL RELATED DOCUMENTS, TO PROVIDE FOR ADVERTISING, AND A SAVINGS CLAUSE.**

(E)

CITY OF NATCHITOCHEES  
8011005500

POLICE JURY  
8011015900

CITY OF NATCHITOCHEES  
80112671508

ANTHONY, THOMAS  
0011018700

KREWE OF DIONYSOS, INC.  
0011267150A

EAGLE DISTRIBUTING CO.  
001162400

EAGLE DISTRIBUTING CO.  
0011163500

SENU, KIMBERLY P.  
0011406600

CATHOLIC CEMETARY  
8011000860

RAYMOND, SHIRLEY G.  
0011429900

110

The following Ordinance was introduced by Mr. Mims at the Natchitoches City Council meeting held on January 11, 2016 as follows:

**ORDINANCE NO. 003 OF 2016**

**AN ORDINANCE APPROVING THE FORM AND CONTENT OF A COOPERATIVE ENDEAVOR AGREEMENT WITH THE JACKSON SQUARE CEMETERY, INC., A NON-PROFIT CORPORATION, TO PROVIDE FOR THE TRANSFER OF AN AREA ON THE SOUTH END OF THE JACKSON SQUARE CEMETERY PROPERTY THAT IS CURRENTLY USED AS A PART OF THE CEMETERY TO THE JACKSON SQUARE CEMETERY, INC., AND TO PROVIDE FOR THE FUTURE USE AND MAINTENANCE OF THE AREA TRANSFERRED, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE SAME.**

CITY OF NATCHITOCHEES  
GENERAL FUND BUDGET REPORT  
AS OF NOVEMBER 30, 2015

	CURRENT MONTH			YEAR TO DATE				
	TOTAL BUDGET 15/16FY	MONTHLY BUDGET *1	ACTUAL BUDGET	(OVER) UNDER BUDGET	YTD ACTUAL	ENCUMBRANCES AVAILABLE BALANCE	PERCENT RECEIVED/ EXPENSED	
REVENUE	14,815,545	1,234,629	1,031,197	(203,431.46)	6,689,644	8,125,901	45.15%	
EXPENDITURES								
DEPARTMENT:								
CITY HALL / FINANCE	557,249	46,437	47,689	(1,251.16)	266,790	819	289,640	48.02%
COMMUNITY DEVELOPMENT	789,352	65,779	64,219	1,560.41	384,498	14,290	390,564	50.52%
PLANNING & ZONING	261,422	21,785	17,642	4,143.39	104,633	442	156,347	40.19%
FIRE DEPARTMENT	3,297,312	274,776	256,990	17,785.53	1,450,472	6,482	1,840,358	44.19%
POLICE DEPARTMENT	4,966,155	413,846	388,047	25,799.50	2,078,964	3,378	2,883,813	41.93%
ANIMAL SHELTER	163,330	13,611	11,510	2,100.43	64,878	173	98,279	39.83%
PURCHASING	265,614	22,135	22,523	(388.31)	141,253	0	124,361	53.18%
CITY GARAGE	251,979	20,998	20,978	20.32	128,433	25	123,521	50.98%
RECREATION *2	766,350	63,863	39,892	23,970.73	428,796	19,621	317,933	58.51%
PUBLIC WORKS	1,311,180	109,265	123,939	(14,673.59)	690,676	12,734	607,770	53.65%
INDIRECT EXPENSE	2,031,765	169,314	120,827	48,487.14	1,000,946	4,629	1,026,190	49.49%
PROGRAMMING & PROMOTIONS	153,837	12,820	12,192	627.44	59,628	4,569	89,640	41.73%
TOTAL GENERAL FUND	14,815,545	1,234,629	1,126,447	108,181.83	6,799,966	67,162	7,948,417	46.35%

FOOTNOTES:

\*1 - 1/12th OF TOTAL BUDGET

\*2 - SEASONAL ACTIVITY

% BUDGET YEAR ELAPSED

% BUDGET EXPENDED

50%

46%

**CITY OF NATCHITOCHEES  
UTILITY (PROPRIETARY) FUND BUDGET REPORT  
AS OF NOVEMBER 30, 2015**

**CURRENT MONTH**

**YEAR TO DATE**

	TOTAL BUDGET 15/16 FY	MONTHLY BUDGET *1	ACTUAL	(OVER) UNDER BUDGET	YTD ACTUAL	ENCUM- BRANCES	UNREALIZED / AVAILABLE BALANCE	PERCENT RECEIVED/ EXPENSED
REVENUE	37,367,224	3,113,935	2,441,565	(672,370.07)	16,423,157		20,944,067	43.95%

**EXPENDITURES**

**DEPARTMENT:**

UTILITY ADMINISTRATION	438,133	36,511	28,009	8,502.17	183,167	423	254,543	41.90%
WATER	2,801,399	233,450	286,210	(52,760.32)	1,380,936	398,290	1,022,173	63.51%
SEWER	1,775,420	147,952	155,911	(7,959.02)	746,987	77,109	951,324	46.42%
ELECTRIC	22,113,134	1,842,761	1,620,107	222,654.05	8,767,631	1,873,348	11,472,155	48.12%
UTILITY BILLING	653,409	54,451	46,115	8,336.17	292,984	2,484	357,940	45.22%
INFORMATION TECH	337,629	28,136	14,989	13,146.90	104,050	13,984	219,595	34.96%
INDIRECT	9,248,100	770,675	882,020	(111,345.28)	4,961,527	2,625	4,283,948	53.68%
TOTAL UTILITY FUND	37,367,224	3,113,935	3,033,361	80,574.66	16,437,282	2,368,264	18,561,679	50.33%

**FOOTNOTES:**

\*1 - 1/12th OF TOTAL BUDGET

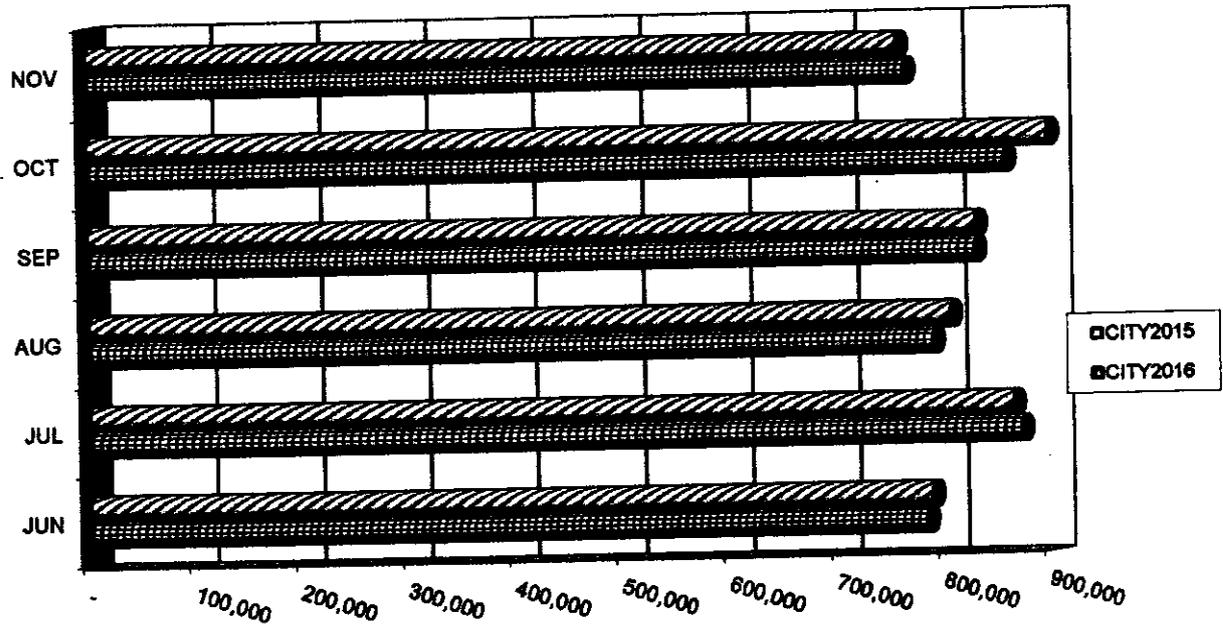
% BUDGET YEAR ELAPSED

50%

% BUDGET EXPENDED

50%

# CITY OF NATCHITOCHEs FISCAL YEAR SALES TAX COLLECTIONS

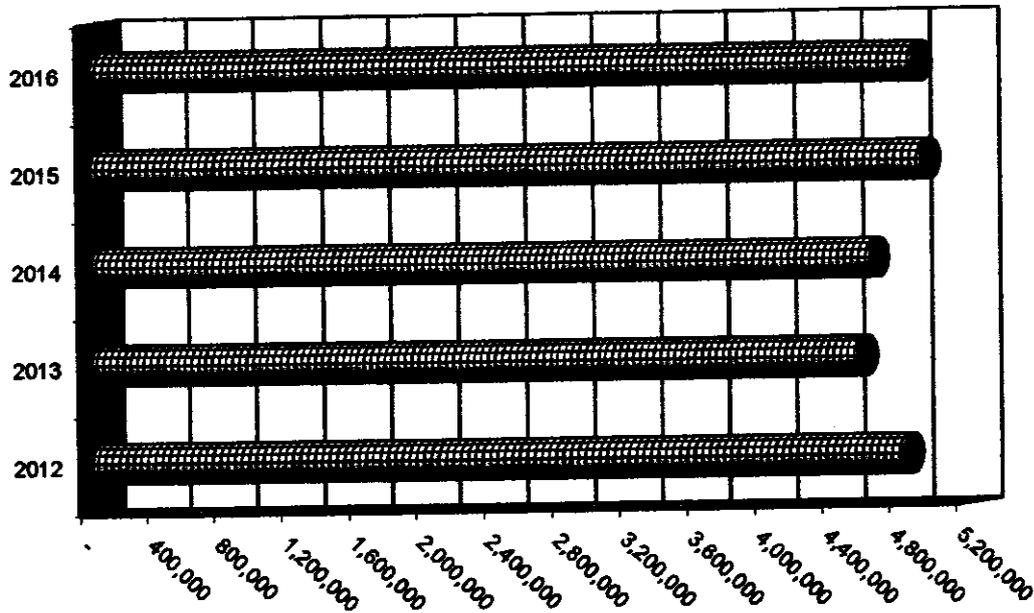


**REVENUE BY MONTHS**

PERIOD	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	DIFF 15/16	DIFF %
JUN	778,326	784,706	775,673	785,480	780,287	(5,193)	-0.66%
JUL	925,940	787,124	788,242	862,486	870,125	7,639	0.89%
AUG	799,473	675,717	771,686	803,607	787,135	(16,472)	-2.05%
SEP	788,812	773,754	778,205	827,996	826,943	(1,053)	-0.13%
OCT	811,193	791,074	816,314	896,460	855,693	(40,767)	-4.55%
NOV	717,075	743,816	696,883	755,784	762,405	6,620	0.88%

Prepared by: Natchitoches Tax Commission

# CITY OF NATCHITOCHEs FISCAL YEAR SALES TAX COLLECTIONS

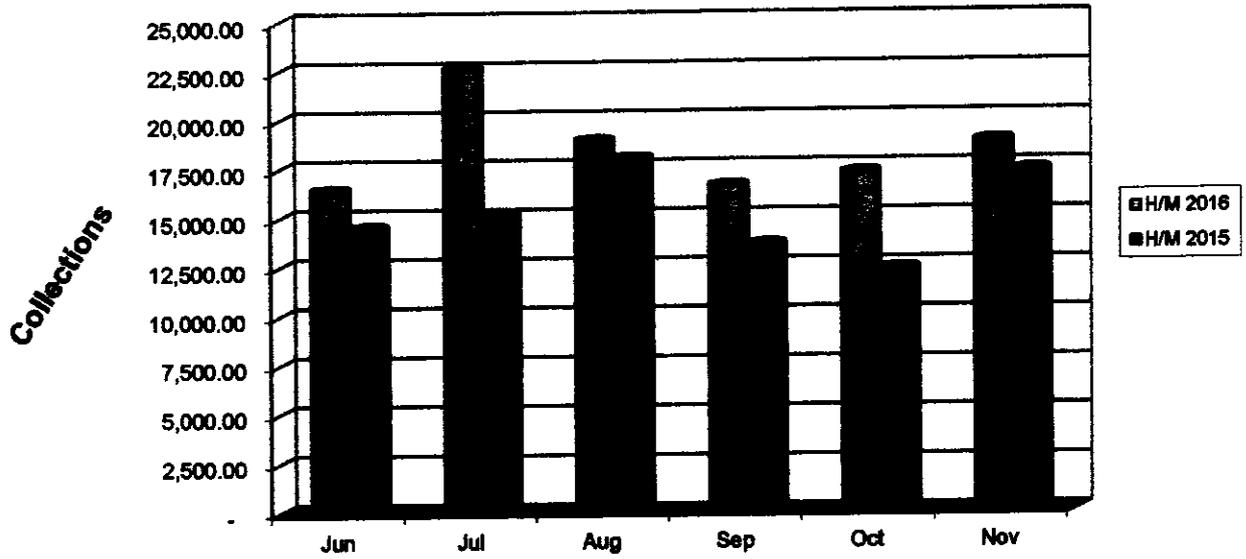


## REVENUE YEAR TO DATE

PERIOD	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	DIFF 15/16	DIFF %
JUN	778,326	784,706	775,673	785,480	780,287	(5,193)	-0.66%
JUL	1,704,266	1,571,830	1,563,915	1,647,966	1,650,413	2,447	0.15%
AUG	2,503,739	2,247,547	2,335,601	2,451,573	2,437,548	(14,025)	-0.57%
SEP	3,292,551	3,021,301	3,113,806	3,279,569	3,264,491	(15,078)	-0.46%
OCT	4,103,744	3,812,375	3,930,120	4,176,028	4,120,184	(55,844)	-1.34%
NOV	4,820,819	4,556,191	4,627,002	4,931,812	4,882,589	(49,224)	-1.00%

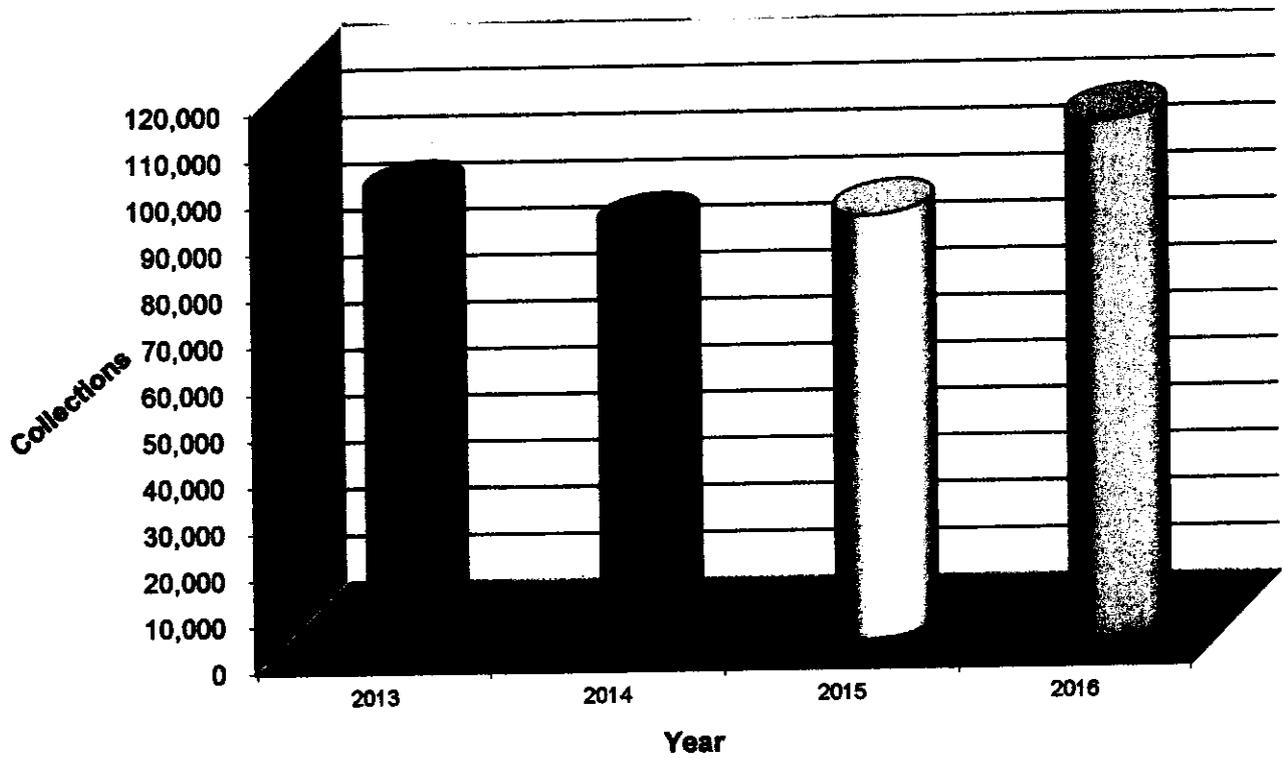
Prepared by: Natchitoches Tax Commission

## City of Natchitoches TIF 2%



Period	2013	2014	2015	2016	DIFF 15/16	% DIFF
Jun	23,874.50	13,597.75	14,483.00	16,407.84	1,924.84	14.16%
Jul	15,844.98	18,905.43	15,138.53	22,578.89	7,440.36	39.36%
Aug	13,928.45	12,843.05	18,004.34	18,896.50	892.16	6.95%
Sep	14,825.46	15,486.48	13,613.10	16,598.32	2,985.22	19.28%
Oct	11,785.44	13,163.32	12,337.86	17,237.65	4,899.79	37.22%
Nov	15,940.88	14,676.81	17,301.80	18,819.46	1,517.66	10.34%

**City of Natchitoches  
TIF-2%**

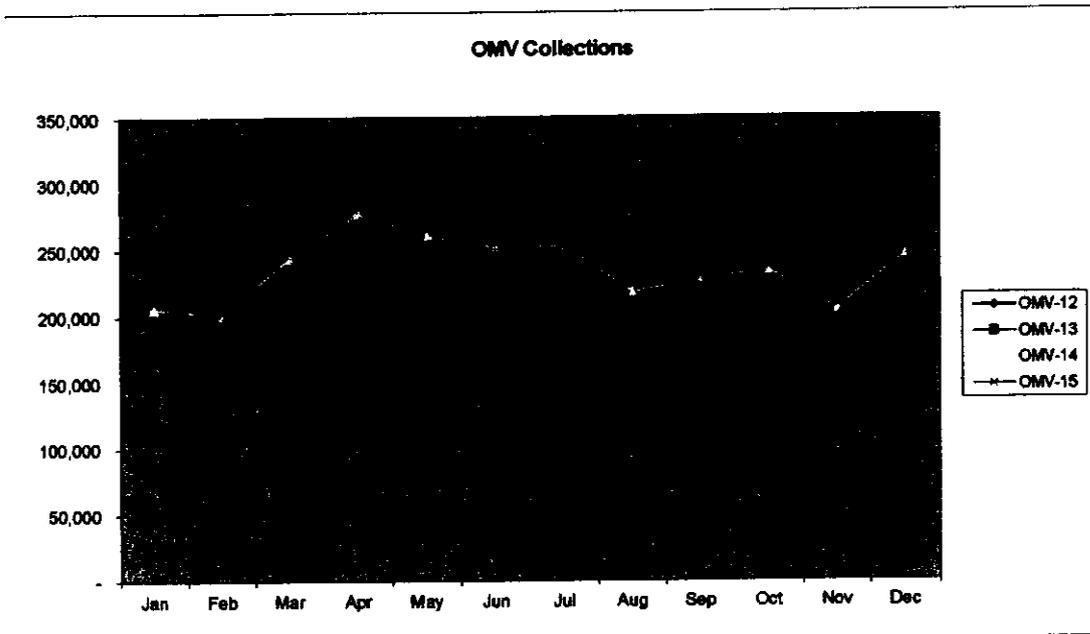


Period	2013	2014	2015	2016	DIFF 15/16	% DIFF
Jun	23,874.50	13,597.75	14,483.00	16,407.84	1,924.84	14.16%
Jul	39,719.48	32,503.18	29,621.53	38,986.73	9,365.20	31.62%
Aug	53,647.93	45,346.23	47,625.87	57,883.23	10,257.36	21.54%
Sep	68,473.39	60,832.71	61,238.97	74,481.55	13,242.58	21.62%
Oct	80,258.83	73,996.03	73,576.83	91,719.20	18,142.37	24.66%
Nov	96,199.71	88,672.84	90,878.63	110,538.66	19,660.03	21.63%

**Natchitoches Tax Commission  
LA Department of Motor Vehicles Sales**

Month/ Year	2012	2013	2014	2015	15 vs 14
Jan	164,467.36	174,514.52	205,655.35	227,683.49	10.71%
Feb	205,177.33	220,905.99	201,200.44	175,170.42	-12.94%
Mar	166,324.69	164,353.86	243,983.22	277,308.53	13.66%
Apr	217,732.82	264,608.75	277,427.08	266,320.47	-4.00%
May	196,365.55	249,447.49	260,809.86	232,307.57	-10.83%
Jun	230,945.64	246,712.98	251,658.26	260,920.17	3.68%
Jul	213,497.75	217,028.15	252,877.65	253,323.24	0.18%
Aug	227,231.78	284,804.63	217,791.53	316,294.39	45.23%
Sep	220,368.79	224,618.30	226,904.14	270,214.00	19.09%
Oct	214,695.08	253,263.37	234,151.83	237,261.89	1.33%
Nov	209,191.64	165,389.46	204,828.82	231,987.99	13.26%
Dec	202,412.94	168,100.98	246,057.51		

**Totals**    \$ 2,468,411.57    \$ 2,439,745.46    \$ 2,422,531.88    \$ 2,726,793.16



Mr. Pat Jones, Finance Director, presented the Council with the Finance Report. The General Fund summary as of November 2015 stated the revenues were at 45.15% and expenditures at 46.35%, with 50% of the budget year elapsed. The Utility Fund revenues were at 43.95% and expenditures at 50.33%. Sales Tax Collections were up 0.88% compared to last November and down 1.00% for the year to date. The TIF for November was up 10.34% increase compared to the last November with a year to date increase of 21.63%. Motor vehicle sales were up 13.26% above last November at this time.

The next scheduled City Council meeting will be January 25, 2016.

The City of Natchitoches offices will be closed Monday, January 18, 2016 in honor of Martin Luther King, Jr.

Ms. Morrow invited everyone to attend the Dr. Martin Luther King, Jr. Program on January 18, 2016 at 12:00 p.m. at the Martin Luther King Center, located at 660 MLK Drive. She stated there would be a guest speaker, Mayor James Walls of District Heights, Maryland along with guest choirs and an essay contest. Later that afternoon at 4:30 p.m. there will be the MLK Triangle Observation and the MLK Climaxing Program at 6:00 p.m. at the MLK Center.

With no further discussion, Mayor Posey made a motion for adjournment and all were in favor.

The meeting was adjourned at 6:23 p.m.

  
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LEE POSEY, MAYOR

  
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DON MIMS, MAYOR PRO-TEMPORE