

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 25, 2016  
5:30 P.M.**

**AGENDA**

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF JANUARY 11, 2016**
5. **JESSICA BROADWAY – 2015 Audit Report**
6. **ORDINANCES – FINAL:**

**MOTION TO TAKE ORDINANCE NO. 065 OF 2015 FROM THE TABLE**

**#065 of 2015 Mims** 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.

**#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.

**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.

**#003 Morrow** 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.

7. **ORDINANCES – INTRODUCTION:**

**#004 Morrow** Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For The **City Park Walking Track And Parking Project (Bid No. 0576)**

**#005 Stamey** Ordinance Renaming The Unrevoked Portion Of Lakeview Road To **Harris Drive**, Providing For A Public Hearing, Providing For An Effective Date Of The Ordinance, Providing For Procedure In Remarking Street, And Providing For Designation Of Name Change On Public Records.

**MOTION TO ADD ORDINANCE NO. 006 TO THE AGENDA**

**#006 Mims** Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For The **East Fifth Park Improvements. (Bid No. 0577)**

8. **RESOLUTIONS:**

**#003 Nielsen** Resolution Authorizing The Mayor To Enter Into A Contract With Travelers Casualty And Surety Company Of America For The **Public Official Schedule Bond** For The City Of Natchitoches.

**#004 Payne** Resolution Authorizing The Mayor To Advertise And Accept Bids For **Christmas Lighting Supplies (Bid No. 0578)**

**#005 Stamey** Resolution Authorizing The Mayor To Advertise And Accept Bids For The **Natchitoches Riverfront Overlook And ADA Ramp Project (Bid No. 0570)**

**#006 Mims** Resolution Ordering And Calling A Special Election To Be Held In The City Of Natchitoches, State Of Louisiana, To Rededicate The Revenues Derived From The Levy Of A Sales And Use Tax; Making Application To The State Bond Commission In Connection Therewith; And Providing For Other Matters In Connection Therewith.

9. **REPORTS:** Pat Jones - Financial Report

10. **ANNOUNCEMENTS:**

- The next scheduled City Council meeting will be **February 8, 2016.**
- The offices of the City of Natchitoches will be closed **Monday, February 15, 2016** in honor of President's Day.

11. **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.

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

**ORDINANCE NUMBER 065 OF 2015**

**AN 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.**

**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 and TABLED at the January 11, 2016 City Council meeting.

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

**THEREUPON**, Mayor Lee Posey declared the Ordinance failed by a vote of 0 Ayes to 5 Nays this 25<sup>th</sup> day of January, 2016.

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

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

Delivered to the Mayor on the 26<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 NATCHITOCHE

**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 NATCHITOCHE, 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.

Many citizens of the community were present and spoke in opposition of passing Ordinance 65 of 2015. Those citizens who addressed the City Council directly were as follows: Ben Rushing, Jan Herrington, Ronald Davis, John Luster, Sara Dunn, Bray Williams, Bill Maley, Donnie Johnson, Trace Hester, Cathy Rushing, Suzanne Harper, Sam Nelken, Billy Sepulvado, James, Kirkland, Bill Brent, Scott Williams, Bobby Jones.

Many of the concerns were directed towards safety, increased traffic, and the proposed bridge becoming permanent. It was mentioned numerous times the number of accidents that occur on Williams Avenue close to this location one of which occurred the night of the last City Council meeting. There are many families with young children in this community and they feel this would create a more dangerous situation than what they already deal with on a daily basis. Other safety concerns addressed would be that on Washington Street as traffic would flow over the hill from the north end. The traffic is already an issue with the streets running perpendicular to Williams Avenue to Fifth Street on school days and leaves the citizens unable to back out of their driveways and get around town efficiently.

Others talked about the many tourists who come to town to visit the famous "Oak Alley" from the scene in Steel Magnolia's. If this comes to fruition, the citizens feel this iconic tourist attraction will be ruined. Also, the citizens were sure this would hurt the property value of their homes which is a major concern to them.

Many questions arose as to whether the bridge would be truly temporary or permanent. City council members and the Mayor stated that would have to be decided before the project began as the infrastructure is different when constructing a temporary versus a permanent bridge. The citizens stated they are willing to be inconvenienced by a one way or adjacent bridge to the church street bridge, but are not in favor of a temporary or permanent bridge in a residential neighborhood. Mayor Posey stated a temporary bridge would be a 1 ½ year project versus putting a bridge next to the Church Street bridge would become a 2 ½ year project. Mayor Posey stated DOTD proposed this option and even if this does not pass tonight, this option does not go away. When DOTD comes in to do their environmental impact study the state will handle that phase as it will be a state funded bridge.

Mr. Stamey then stated the citizens in his district have spoken loud and clear tonight. He stated the City needs a new bridge, but a temporary bridge at this location is not the answer and he thinks another year will give ample time to make the right decision.

Mr. Payne then stated this bridge would not only affect District 1, but also District 4. This will become a concern for those residents on Highland Park Road. He personally went out to look at both locations before he felt like he could make his decision. He thinks this process should be written on paper before making any decisions to move forward with this project. As an individual and public official you have to look at doing things for the betterment of the community, but also the effects of certain projects on the area.

Ms. Morrow stated she has heard from a lot of people in the community and she respects the people in this situation and will be voting on behalf of the people and their view on this situation.

Mr. Stamey said even though this passed tonight it will be important when DOTD conducts their environmental study it will be important you all come in if you want your voice to be heard.

For a complete audio copy of the January 25, 2016 meeting, please contact City Hall at (318) 352-2772.

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

**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.

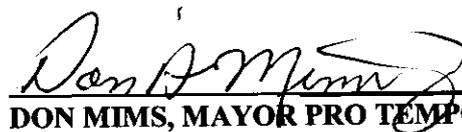
**THIS ORDINANCE** was introduced on January 11, 2016 and published in the *Natchitoches Times* on January 14, 2016.

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

**THEREUPON**, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 25<sup>th</sup> day of January, 2016.

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

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

Delivered to the Mayor on the 26<sup>th</sup> day of January, 2016 at 10:00 A.M.

**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

28<sup>th</sup> Day of January, 2016.

WITNESS:

PARISH OF NATCHITOCHEs

Steph Feckerick

BY: Blowhi  
President

WITNESS:

CITY OF NATCHITOCHEs

Stacy McQuary

BY: Lee Posey  
Mayor

WITNESS:

NATCHITOCHEs PARISH CORONER

[Signature]

BY: [Signature]  
Coroner

WITNESS:

NATCHITOCHEs PARISH SHERIFF

[Signature]

BY: Vicki E. Jones H  
Sheriff

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

**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.**

**WHEREAS**, the Northwest Louisiana Athletic League (sometimes hereinafter referred to as "League") is the owner of certain tracts of land adjacent to the Union Pacific Railroad right of way, 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; and

**WHEREAS FURTHER**, the City of Natchitoches, Louisiana (sometimes hereinafter "City") has negotiated the purchase of the property owned by League, which said tracts are more fully described as follows, to-wit:

**TRACT 1:**

That certain parcel, lot or tract of land, together with all buildings and improvements thereon situated, being 4.74 acres, more or less, located in the City and Parish of Natchitoches, being shown and depicted as "Lot A" on a survey by A. J. Brouillette, P.L.S., dated July 3, 1979, and recorded at Map Slide 224-B of the records of Natchitoches Parish, Louisiana.

**TRACT 2:**

Parcel A: That certain parcel, lot or tract of land, together with all buildings and improvements thereon situated, and all the rights, ways, servitudes and advantages thereunto belonging or in any wise appertaining, situated in the City of Natchitoches, Parish of Natchitoches, State of Louisiana, and being more particularly described as follows:

Beginning at a point 33 feet East of the center line of the main line of the Texas & Pacific Railway Company, said point being in the East line of Seventh street in the City of Natchitoches and opposite valuation chaining Station 620 plus 84.6 and being the intersection of the North line of St. Denis Street and the East line of Seventh Street and being also the Southwest corner of Lot 7, thence northerly along the East line of Seventh Street parallel to the center line of the main line of the Texas & Pacific Railway Company, said line of the Main line of the Texas & Pacific Railway Company and 33 feet therefrom 177.5 feet to a point 33 feet East of the center line of the main line of the Texas & Pacific Railway Company, said point being in the East line of Seventh Street and opposite Valuation Chaining Station 622 plus 62.1 and forming the Northwest corner of Lot 6; thence easterly along the North line of said Lot 6 a distance of 125.1 feet to a point, a point being opposite Valuation Chaining Station 622 plus 62.1, said North line forming an angle of 90 degrees with the

East line of Seventh Street; thence southerly along a line parallel to the centerline of the main line of the Texas & Pacific Railway Company and East line of Seventh Street 173.6 feet to a point in the North line of St. Denis Street; thence westerly along the northern line of St. Denis Street 125 feet, more or less, to the point of beginning, all as more fully shown on a blue print attached to that deed recorded at Conveyance Book 159, page 275 of the records of Natchitoches Parish, Louisiana. Being the same property acquired by Texas & Pacific Railroad Company from Dr. W. D. Haas by deed recorded May 5, 1927 at Conveyance Book 159, page 275 of the records of Natchitoches Parish, Louisiana.

Parcel B: A certain tract or parcel of land situated at the corner of Seventh and Sibley Streets in the City of Natchitoches, in Natchitoches Parish, Louisiana, being Lots Nos. 35 and 36 of Block 30, and having a frontage on said Seventh Street of 165 feet, more or less, and also a frontage on said Sibley Street of 132 feet, more or less, together with all buildings, and improvements thereon. Being the same property acquired by Texas & Pacific Railroad Company from Henry Hughes by deed recorded August 10, 1926, at Conveyance Book 157, page 173 of the records of Natchitoches Parish, Louisiana.

TRACT 3:

The East 305 feet of the following described tract of ground acquired by the Texas & Pacific Railroad Company from The Natchitoches parish Police Jury by deed dated August 6, 1926, and recorded at Conveyance Book 157, page 159 of the records of Natchitoches Parish, Louisiana:

That certain lot owned by the Parish of Natchitoches and situated in the area bounded on the North by St. Denis Street, on the East by Sixth Street, on the South by Trudeau Street, and on the West by Seventh Street, situated in the City of Natchitoches, Natchitoches Parish, Louisiana, and constituting the entire block bounded by the streets aforesaid, as appears on sketch by Gaiennie Hyams attached to that deed recorded at Conveyance Book 157, page 159 of the records of Natchitoches Parish, Louisiana.

LESS AND EXCEPT a certain lot of ground, together with all buildings and improvements thereon, located on St. Denis and Sixth Streets in the City and Parish of Natchitoches, Louisiana, containing 1.198 acres, more or less, as shown on a plat of survey by Robert Lynn Davis, Registered Surveyor, dated August 20, 2008, attached to that deed from Northwest Louisiana Athletic League, Inc. to Krewe of Dionysos, Inc., dated October 10, 2008, and recorded at Conveyance Book 626, page 236 of the records of Natchitoches Parish, Louisiana.

(Sometimes hereinafter referred to as "Subject Tract").

**WHEREAS FURTHER**, the City has a need to acquire the Subject Tract in order to facilitate future use of the Martin Luther King, Jr. Recreation Facility and to be able to continue to provide recreational opportunities on the facilities located on the Subject Tract; and

**WHEREAS FURTHER**, the City has reached an agreement with League to purchase the above described property for the sum and price of \$240,000.00; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches has reviewed the proposed purchase and is of the opinion that the purchase is in the best interests of the continued use and operation of the facilities located on the Subject Property and is further of the opinion that the purchase is in the best interests of the City of Natchitoches and its citizens; and

**WHEREAS FURTHER**, the Mayor and City Council have studied the matter and have concluded that it is in the best interest of the CITY, its citizens, and the general public to acquire the property; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches desires to purchase the tract of land from League for the sum of \$240,000.00; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches has been provided with a copy of an appraisal prepared by Ed Dranguet, dated August 6, 2013, which supports the consideration to be paid by the City of Natchitoches; 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 purchase of the tract of land and desires to authorize Mayor Lee Posey, to execute a deed and all associated documents; and

**WHEREAS FURTHER**, the Mayor and City Council have studied the matter and have concluded that the acquisition of the tract of land described above 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 a Cash Sale Deed 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 in order to acquire the property described as follows, to-wit:

TRACT 1:

That certain parcel, lot or tract of land, together with all buildings and improvements thereon situated, being 4.74 acres, more or less, located in the City and Parish of Natchitoches, being shown and depicted as "Lot A" on a survey by A. J. Brouillette, P.L.S., dated July 3, 1979, and recorded at Map Slide 224-B of the records of Natchitoches Parish, Louisiana.

TRACT 2:

Parcel A: That certain parcel, lot or tract of land, together with all buildings and improvements thereon situated, and all the rights, ways, servitudes and advantages thereunto belonging or in any wise appertaining, situated in the City of Natchitoches, Parish of Natchitoches, State of Louisiana, and being more particularly described as follows:

Beginning at a point 33 feet East of the center line of the main line of the Texas & Pacific Railway Company, said point being in the East line of Seventh street in the City of Natchitoches and opposite valuation chaining Station 620 plus 84.6 and being the intersection of the North line of St. Denis Street and the East line of Seventh Street and being also the Southwest corner of Lot 7, thence northerly along the East line of Seventh Street parallel to the center line of the main line of the Texas & Pacific Railway Company, said line of the Main line of the Texas & Pacific Railway Company and 33 feet therefrom 177.5 feet to a point 33 feet East of the center line of the main line of the Texas & Pacific Railway Company, said point being in the East line of Seventh Street and opposite Valuation Chaining Station 622 plus 62.1 and forming the Northwest corner of

Lot 6; thence easterly along the North line of said Lot 6 a distance of 125.1 feet to a point, a point being opposite Valuation Chaining Station 622 plus 62.1, said North line forming an angle of 90 degrees with the East line of Seventh Street; thence southerly along a line parallel to the centerline of the main line of the Texas & Pacific Railway Company and East line of Seventh Street 173.6 feet to a point in the North line of St. Denis Street; thence westerly along the northern line of St. Denis Street 125 feet, more or less, to the point of beginning, all as more fully shown on a blue print attached to that deed recorded at Conveyance Book 159, page 275 of the records of Natchitoches Parish, Louisiana. Being the same property acquired by Texas & Pacific Railroad Company from Dr. W. D. Haas by deed recorded May 5, 1927 at Conveyance Book 159, page 275 of the records of Natchitoches Parish, Louisiana.

Parcel B: A certain tract or parcel of land situated at the corner of Seventh and Sibley Streets in the City of Natchitoches, in Natchitoches Parish, Louisiana, being Lots Nos. 35 and 36 of Block 30, and having a frontage on said Seventh Street of 165 feet, more or less, and also a frontage on said Sibley Street of 132 feet, more or less, together with all buildings, and improvements thereon. Being the same property acquired by Texas & Pacific Railroad Company from Henry Hughes by deed recorded August 10, 1926, at Conveyance Book 157, page 173 of the records of Natchitoches Parish, Louisiana.

**TRACT 3:**

The East 305 feet of the following described tract of ground acquired by the Texas & Pacific Railroad Company from The Natchitoches parish Police Jury by deed dated August 6, 1926, and recorded at Conveyance Book 157, page 159 of the records of Natchitoches Parish, Louisiana:

That certain lot owned by the Parish of Natchitoches and situated in the area bounded on the North by St. Denis Street, on the East by Sixth Street, on the South by Trudeau Street, and on the West by Seventh Street, situated in the City of Natchitoches, Natchitoches Parish, Louisiana, and constituting the entire block bounded by the streets aforesaid, as appears on sketch by Gaiennie Hyams attached to that deed recorded at Conveyance Book 157, page 159 of the records of Natchitoches Parish, Louisiana.

LESS AND EXCEPT a certain lot of ground, together with all buildings and improvements thereon, located on St. Denis and Sixth Streets in the City and Parish of Natchitoches, Louisiana, containing 1.198 acres, more or less, as shown on a plat of survey by Robert Lynn Davis, Registered Surveyor, dated August 20, 2008, attached to that deed from Northwest Louisiana Athletic League, Inc. to Krewe of Dionysos, Inc., dated October 10, 2008, and recorded at Conveyance Book 626, page 236 of the records of Natchitoches Parish, Louisiana.

**II.** 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.

**III.** 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.

**IV.** 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.

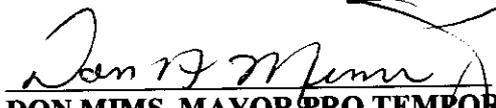
**VIII.** That this Ordinance be declared **INTRODUCED** at a Regular Meeting of the City Council on this the 11th day of January, 2016, and that a public hearing be called for at the next regular meeting of the City Council which will be held on the 25th day of January, 2016.

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

**THEREUPON,** Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 25<sup>th</sup> day of January, 2016.

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

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

Delivered to the Mayor on the 26<sup>th</sup> day of January, 2016 at 10:00 A.M.

# CASH SALE DEED

STATE OF LOUISIANA

PARISH OF NATCHITOCHEES

**BE IT KNOWN**, That this day before me, the undersigned Notaries Public, in and for the above stated jurisdiction, duly commissioned and sworn, came and appeared:

**Northwest Louisiana Athletic League**, a Louisiana not for profit corporation, domiciled in the Parish of Natchitoches, State of Louisiana, with mailing address for tax purposes of 214 High Street, Natchitoches, Louisiana 71457, represented herein by Clair Prymus, as authorized by Resolution of the Board of Directors of the corporation, a copy of which is recorded at Conveyance Book 626, page 238 of the records of Natchitoches Parish, Louisiana

(sometimes hereinafter referred to as "**SELLER**");

who declared that it does, by these presents, **GRANT, BARGAIN, SELL, SET OVER, TRANSFER, CONVEY AND DELIVER**, with all legal warranties and full guarantee of title, and with complete transfer and subrogation of all rights and actions of warranty against all former proprietors of the property herein conveyed, together with all rights of prescription, whether acquisitive or liberative, unto:

**CITY OF NATCHITOCHEES, LOUISIANA**, a municipal corporation, with mailing address of Post Office Box 37, Natchitoches, Louisiana, 71458-0037, represented herein by its Mayor, Lee Posey, duly authorized to act herein pursuant to Ordinance Number 2 of 2016

(sometimes hereinafter referred to as "**PURCHASER**")

the following described property, to-wit:

**TRACT 1:**

That certain parcel, lot or tract of land, together with all buildings and improvements thereon situated, being 4.74 acres, more or less, located in the City and Parish of Natchitoches, being shown and depicted as "Lot A" on a survey by A. J. Brouillette, P.L.S., dated July 3, 1979, and recorded at Map Slide 224-B of the records of Natchitoches Parish, Louisiana.

**TRACT 2:**

Parcel A: That certain parcel, lot or tract of land, together with all buildings and improvements thereon situated, and all the rights, ways, servitudes and advantages thereunto belonging or in any wise appertaining, situated in the City of Natchitoches, Parish of Natchitoches, State of Louisiana, and being more particularly described as follows:

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main line of the Texas & Pacific Railway Company and East line of Seventh Street 173.6 feet to a point in the North line of St. Denis Street; thence westerly along the northern line of St. Denis Street 125 feet, more or less, to the point of beginning, all as more fully shown on a blue print attached to that deed recorded at Conveyance Book 159, page 275 of the records of Natchitoches Parish, Louisiana. Being the same property acquired by Texas & Pacific Railroad Company from Dr. W. D. Haas by deed recorded May 5, 1927 at Conveyance Book 159, page 275 of the records of Natchitoches Parish, Louisiana.

Parcel B: A certain tract or parcel of land situated at the corner of Seventh and Sibley Streets in the City of Natchitoches, in Natchitoches Parish, Louisiana, being Lots Nos. 35 and 36 of Block 30, and having a frontage on said Seventh Street of 165 feet, more or less, and also a frontage on said Sibley Street of 132 feet, more or less, together with all buildings, and improvements thereon. Being the Same property acquired by Texas & Pacific Railroad Company from Henry Hughes by deed recorded August 10, 1926, at Conveyance Book 157, page 173 of the records of Natchitoches Parish, Louisiana.

**TRACT 3:**

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LESS AND EXCEPT a certain lot of ground, together with all buildings and improvements thereon, located on St. Denis and Sixth Streets in the City and Parish of Natchitoches, Louisiana, containing 1.198 acres, more or less, as shown on a plat of survey by Robert Lynn Davis, Registered Surveyor, dated August 20, 2008, attached to that deed from Northwest Louisiana Athletic League, Inc. to Krewe of Dionysos, Inc., dated October 10, 2008, and recorded at Conveyance Book 626, page 236 of the records of Natchitoches Parish, Louisiana.

**TO HAVE AND TO HOLD** said described property unto said purchaser, its heirs, successors and assigns, forever.

This sale is made for the consideration of the sum of **Two Hundred Forty Thousand Hundred and 00/100 (\$240,000.00)**, the receipt of which is hereby acknowledged.

The certificate of mortgage is hereby waived by the parties. Taxes are assumed by the Vendee.

It is expressly agreed that the immovable property herein conveyed and all improvements and component parts, plumbing, electrical systems, mechanical equipment, heating and air conditioning systems, built-in appliances, and all items located hereon are conveyed by Seller and accepted by Purchaser "AS IS, WHERE IS," without any warranties of any kind whatsoever, even as to the metes and bounds, zoning, operations, or suitability of the property for the use intended by the Purchaser, without regard to the presence of apparent or hidden defects and with the Purchaser's full and complete waiver of any and all rights for the return of all or any part of the purchase price by reason of any such defects.

Purchaser acknowledges and declares that neither the Seller nor any party, whomsoever, acting or purporting to act in any capacity whatsoever on behalf of the Seller has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, or upon which the Purchaser has relied, concerning the existence or non-existence of any quality, characteristic or condition of the property herein conveyed. Purchaser has

existence of any quality, characteristic or condition of the property herein conveyed. Purchaser has had full, complete and unlimited access to the property herein conveyed for all tests and inspections which Purchaser, in Purchaser's sole discretion, deems sufficiently diligent for the protection of Purchaser's interest.

Purchaser expressly waives the warranty of fitness and the warranty against redhibitory vice and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2520 through 2548, inclusive, and any other applicable state or federal law and the jurisprudence thereunder.

Purchaser also waives any right Purchaser may have in redhibition to a return of the purchase price or to a reduction of the purchase price paid pursuant to Louisiana Civil Code Articles 2520 to 2548, inclusive, in connection with the property hereby conveyed to Purchaser by Seller. By Purchaser's signature, Purchaser expressly acknowledges all such waivers and Purchaser's exercise of Purchaser's right to waive warranty pursuant to Louisiana Civil Code Article 2520 and 2548, inclusive.

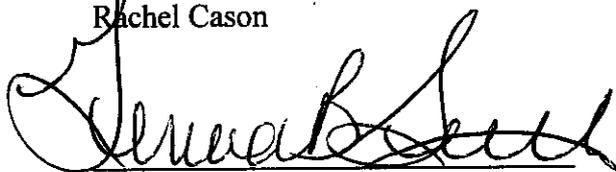
The certificate of mortgage is hereby waived by the parties.

**DONE AND PASSED** at my office in said City and Parish of Natchitoches, State of Louisiana, in the presence of the undersigned competent witnesses, on this the 10 day of June, 2016.

ATTEST:

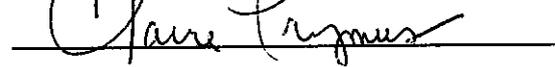


Rachel Cason



Geneva B. Settle

Northwest Louisiana Athletic League

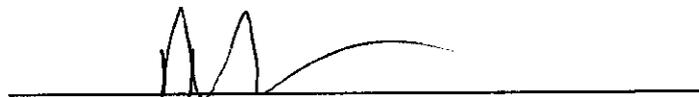


By: Claire Prymus

CITY OF NATCHITOCHEs



By: Lee Posey, Mayor



DANIEL T. MURCHISON, JR.

NOTARY PUBLIC

Bar Roll No. 20307

**STATE OF LOUISIANA**

**PARISH OF NATCHITOCHEES**

**QUIT CLAIM DEED**

**BE IT KNOWN** that before the undersigned Notaries Public and competent witnesses, and on the dates and at the places hereinafter set forth, personally came and appeared:

**Northwest Louisiana Athletic League**, a Louisiana not for profit corporation, domiciled in the Parish of Natchitoches, State of Louisiana, with mailing address for tax purposes of 214 High Street, Natchitoches, Louisiana 71457, represented herein by Clair Prymus, as authorized by Resolution of the Board of Directors of the corporation, a copy of which is recorded at Conveyance Book 626, page 238 of the records of Natchitoches Parish, Louisiana

Who declared that she does, by these presents hereby sell, transfer, assign, quitclaim, release and relinquish unto:

**CITY OF NATCHITOCHEES, LOUISIANA**, a municipal corporation, with mailing address of Post Office Box 37, Natchitoches, Louisiana, 71458-0037, represented herein by its Mayor, Lee Posey, duly authorized to act herein pursuant to Ordinance Number 2 of 2016

the following described property, to-wit:

**Parcel A:**

That certain lot of ground with all buildings and improvements thereon, situated in the City and Parish of Natchitoches, Louisiana, on the North side of Sibley Street having a front on Sibley Street of 65 feet more or less, and running back between parallel lines a distance of 115 feet, more or less, said lot further described as being bounded, now or formerly, on the North by property of Cora Neal and Coralie Neal, on the East by property of Henry Hughes, on the South by Sibley Street, and on the North by 7<sup>th</sup> Street.

**Parcel B:**

That certain lot of ground on the South side of Lafayette Street in the City of Natchitoches and having a frontage on Lafayette Street of 47 feet more or less, and running back between parallel lines a distance of 114 feet more or less, and further described as being bounded, now or formerly, on the North by Lafayette Street, on the East by the Estate of John Neal and Madeline Neal, on the South by property of Dovie Wysingle, John Stephens and Lucius Stephens, West by property of Texas and Pacific Railroad Company.

**TO HAVE AND HOLD** unto the Vendees herein and to their respective heirs, successors, and assigns forever.

This transfer is without any warranty, whatsoever, of any nature or description, but with full substitution and subrogation in and to all rights and actions of warranty which the vendor have against all preceding owners or vendors whomsoever.

It is expressly agreed that the immovable property herein conveyed and all improvements and component parts, plumbing, electrical systems, mechanical equipment, heating and air conditioning

systems, built-in appliances, and all items located hereon are conveyed by Seller and accepted by Purchaser "AS IS, WHERE IS," without any warranties of any kind whatsoever, even as to the metes and bounds, zoning, operations, or suitability of the property for the use intended by the Purchaser, without regard to the presence of apparent or hidden defects and with the Purchaser's full and complete waiver of any and all rights for the return of all or any part of the purchase price by reason of any such defects.

Purchaser acknowledges and declares that neither the Seller nor any party, whomsoever, acting or purporting to act in any capacity whatsoever on behalf of the Seller has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, or upon which the Purchaser has relied, concerning the existence or non-existence of any quality, characteristic or condition of the property herein conveyed. Purchaser has had full, complete and unlimited access to the property herein conveyed for all tests and inspections which Purchaser, in Purchaser's sole discretion, deems sufficiently diligent for the protection of Purchaser's interest.

Purchaser expressly waives the warranty of fitness and the warranty against redhibitory vice and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2520 through 2548, inclusive, and any other applicable state or federal law and the jurisprudence thereunder.

Purchaser also waives any right Purchaser may have in redhibition to a return of the purchase price or to a reduction of the purchase price paid pursuant to Louisiana Civil Code Articles 2520 to 2548, inclusive, in connection with the property hereby conveyed to Purchaser by Seller. By Purchaser's signature, Purchaser expressly acknowledges all such waivers and Purchaser's exercise of Purchaser's right to waive warranty pursuant to Louisiana Civil Code Article 2520 and 2548, inclusive.

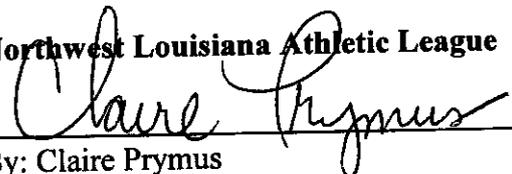
Taxes for the year 2016 and subsequent years are assumed by the vendee.

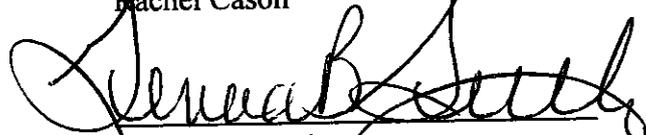
**DONE AND PASSED** at my office in said Parish of Natchitoches, Louisiana, in the presence of Rachel Cason and Geneva B. Settle, competent witnesses, on this the 10 day of June, 2016.

ATTEST:

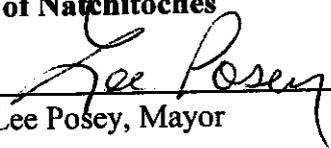
  
Rachel Cason

**Northwest Louisiana Athletic League**

  
By: Claire Prymus

  
Geneva B. Settle

**City of Natchitoches**

  
By: Lee Posey, Mayor

  
Daniel T. Murchison, Jr.  
NOTARY PUBLIC  
Bar Role No.: 20307

CERTIFICATION ON BACK

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

**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.**

**WHEREAS**, a Louisiana not for profit corporation, Jackson Square Cemetery, Inc. (sometimes hereinafter "Corporation"), has been created for the purpose of providing for the operation and maintenance of the Jackson Square Cemetery (sometimes hereinafter "Cemetery"); and

**WHEREAS FURTHER**, the Jackson Square Cemetery is a historic cemetery located between Howell Street and North Street in the block to the North of Amulet Street, in the City of Natchitoches, Louisiana; and

**WHEREAS FURTHER**, the Cemetery was established in the 1890s, and has continued in use since that time; currently the Cemetery provides a burial place at low cost for those with limited means; and

**WHEREAS FURTHER**, the City of Natchitoches (sometimes hereinafter "City") is the record fee owner of six lots of ground that are located to the South of the Cemetery (sometimes hereinafter "City Lots") which property is more fully described as: Lots 1, 2, 3, 4, 5 and 6 of Block O of S & P Addition; and

**WHEREAS FURTHER**, over the years there have been many burials on the City Lots, and the Cemetery has expanded onto the ground owned by the City to the point that the City Lots are effectively a portion of the Cemetery; and

**WHEREAS FURTHER**, there are grave sites on the City Lots that are far older than thirty years and the Cemetery has exercised possession of the City Lots for over thirty years; and

**WHEREAS FURTHER**, the City Lots are not used by the City for any public purpose and more specifically the City Lots are not used by the City as a public thing; and

**WHEREAS FURTHER**, due to the presence of grave sites on the City Lots, the future use of the City Lots would be limited to use as a cemetery; and

**WHEREAS FURTHER**, the City would be required to expend funds and would have exposure for injuries on the City Lots if the City remains responsible for the continued use and maintenance of the City Lots as a cemetery; and

**WHEREAS FURTHER**, the City acknowledges that the Corporation through the operation and maintenance of the Cemetery provides a service to the City and its citizens, which services are beneficial to the City, as these services provide for the proper and respectful disposal of bodies; and

**WHEREAS FURTHER**, the Corporation has agreed that it will accept title to the City Lots and will provide for the maintenance of the City Lots as part of the Cemetery, said maintenance to include the cleaning, mowing of grass, maintenance of graves and grounds; and

**WHEREAS FURTHER**, the City acknowledges the important services provided by the Corporation and specifically acknowledges that the Corporation is providing services that the City could not easily duplicate, and which services provides for the safety, health and welfare of the citizens of the City; and

**WHEREAS FURTHER**, the City further acknowledges that through a transfer of the City Lots to the Corporation it will alleviate itself of the responsibility of maintaining the City Lots as a Cemetery, and will transfer those responsibilities to the Corporation; and

**WHEREAS FURTHER**, acknowledging the current use of the City Lots as part of the Cemetery, and acknowledging the services provided by the Corporation and the agreement of the Corporation to maintain the Cemetery, the City agrees to transfer the title of the City Lots to the Corporation for use as a part of the Cemetery; and

**WHEREAS FURTHER**, the City and the Corporation have negotiated an Interagency Agreement or Cooperative Endeavor Agreement under which the City Lots will be transferred to the Corporation, in exchange for the consideration of services provided by the Corporation to the citizens of the City and the agreement of the Corporation to maintain and continue to use the City Lots as a part of the Cemetery; 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 City Lots are not needed for any public purpose, have no public use to the City and are of no value to the City, and, in fact, the continued ownership of the City Lots by the City will result in costs associated with the maintenance of the property; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches has reviewed the proposed Interagency Agreement or Cooperative Endeavor Agreement, which is attached hereto, and approves same: and

**NOW THEREFORE** be it ordained by the City Council of the City of Natchitoches, Louisiana, that the Mayor is hereby authorized to execute the Interagency Agreement or Cooperative Agreement between the City of Natchitoches and the Jackson Square Cemetery, Inc., and is further authorized to execute an Act of Transfer or other document necessary to transfer the ownership of the City Lots to the Corporation in accordance with the terms of the attached Agreement.

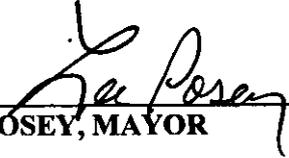
**THIS ORDINANCE** was introduced on January 11, 2016 and published in the *Natchitoches Times* on January 14, 2016.

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:

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

**THEREUPON**, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0

Nays this 25<sup>th</sup> day of January, 2016.

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

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

Delivered to the Mayor on the 26<sup>th</sup> day of January, 2016 at 10:00 A.M.

**MEMORANDUM OF COOPERATIVE ENDEAVOR  
BETWEEN  
THE CITY OF NATCHITOCHEs  
AND JACKSON SQUARE CEMETERY, INC., A NON-PROFIT  
ORGANIZATION**

THIS AGREEMENT (the "Agreement") is entered into as of March 8, 2016 between:

THE CITY OF NATCHITOCHEs, (the "City") as authorized by and represented herein by Mayor Lee Posey;

And

JACKSON SQUARE CEMETERY, INC. (the "Corporation"), represented herein by Doryce Polk, President and board member and a duly authorized representative of Jackson Square Cemetery, Inc., a Non-Profit Organization.

**WITNESSETH THAT:**

**WHEREAS**, Art. VII, Sec. 14(c) of the Louisiana Constitution provides that for a public purpose, the state and its political subdivisions may engage in cooperative endeavors with each other, and with various organizations for the common welfare; and

**WHEREAS**, the City is responsible for the development and implementation of educational, cultural, recreational and tourism programs and is committed to preserve and protect natural areas of unique or scenic value, and to provide for the safety, health and well being of its citizens by assuring proper designation of dignified burial places for citizens; and

**WHEREAS**, in accordance with the terms of this Cooperative Endeavor Agreement, the City will transfer ownership and title of certain real property to the Jackson Square Cemetery, Inc. a Non-Profit Corporation said real property is contiguous with, and adjacent to the Jackson Square Cemetery, and said real property is more fully described as follows, to-wit:

**"LOTS 1, 2, 3, 4, 5 & 6 of BLOCK 0 OF the S & P ADDITION to the City of Natchitoches."**

(sometimes hereinafter referred to as "Property")

**WHEREAS**, the consideration for the transfer of the Property to the Corporation by the City, the Corporation shall be subject to the obligation set forth in this Cooperative Endeavor Agreement for a term of ninety-nine (99) years; and

**WHEREAS**, the Jackson Square Cemetery (sometimes hereinafter referred to as "Cemetery") is an historic cemetery which dates to the 1800's; the Cemetery has provided a final burial place for citizenry of Natchitoches, many of which were indigent or otherwise unable to pay for burial services over the last century. Originally designated by the Government as a cemetery, the exact origination of the property is not found recorded. This fact adds to the historical, cultural and educational significance of the Cemetery; and

**WHEREAS**, over the years there have been many burials on the City Lots, and the Cemetery has expanded onto the ground owned by the City to the point that the City Lots are

effectively a portion of the Cemetery; and

**WHEREAS**, there are grave sites on the City Lots that are far older than thirty years and the Cemetery has exercised possession of the City Lots for over thirty years; and

**WHEREAS**, the City Lots are not used by the City for any public purpose, other than as a cemetery, and more specifically the City Lots are not used by the City as a public thing; and

**WHEREAS**, due to the presence of grave sites on the City Lots, the future use of the City Lots would be limited to use as a cemetery; and

**WHEREAS**, with its continued ownership of the City Lots, the City would be required to expend funds for maintenance, and would have exposure for injuries on the City Lots; and

**WHEREAS**, the City endeavors to assure the health and safety of its citizens and that a proper, dignified and sanitary burial place shall continue to be provided for the citizens at the Jackson Square Cemetery; therefore, the City desires to transfer the ownership of the City Lots to the Corporation in order to provide for the continued use, operation and maintenance of the Cemetery; and

**WHEREAS**, the Corporation is better acquainted with the needs, and is better prepared to undertake maintenance and to provide upkeep of grounds;

**NOW THEREFORE**, The City and the Corporation agree as follows:

1.

**Cooperative Development**

In exchange for the obligations undertaken by the Corporation in this Agreement, the City agrees to transfer ownership of the City Lots to the Corporation, by a Quit Claim Deed.

2.

**Obligations of the Corporation**

The Corporation agrees to:

Operate and use the City Lots as part of the Cemetery, take ownership and full physical and civil control of the City Lots, described above, and provide all future maintenance, cleaning, mowing of grass, maintenance of graves, grounds, procurement of funds to assist in graveyard upgrades and the like whatsoever the need.

3.

**Term**

The obligations undertaken by the Corporation shall remain in place for a term of ninety-nine years, said term beginning on the date that the Agreement is entered into.

4.

**Ownership**

All records, reports, documents and other material delivered or transmitted to the City by the Corporation shall remain the property of the Corporation, and shall be returned by the City to the Corporation at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the City in connection with the performance of the services contracted for herein shall become the property of the Corporation, and shall, upon request, be returned by the City to the Corporation at termination or expiration of this Agreement.

5.

**Auditors**

It is hereby agreed that the Legislative Auditor of the State of Louisiana shall have the option of auditing all records of Corporation which relate to this Agreement.

6.

**Severability**

If any provision or item of this Agreement or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this Agreement which can be given effect without the invalid provisions, items or application and to this end the provisions of this Agreement are hereby declared severable.

7.

**Relationship Between the Parties**

The relationship between the parties created pursuant to this Agreement shall not, under any circumstances whatsoever, be construed as a joint venture or partnership.

WITNESSES:

**THE CITY OF NATCHITOCHEs**, through its  
Statutorily empowered governing body,

*Stacy Maloney*

By: *Lee Posey*  
HONORABLE LEE POSEY, MAYOR

**JACKSON SQUARE CEMETERY, INC.**

*Harold Winnig*

By: *Doryce Polk*  
DORYCE POLK, PRESIDENT

*Edd R Lee*

NOTARY PUBLIC

Print Name: *Edd R. Lee*

Notary # *15749*

**STATE OF LOUISIANA**

**PARISH OF NATCHITOCHE**

**QUIT CLAIM DEED**

**BE IT KNOWN** that before the undersigned Notaries Public and competent witnesses, and on the dates and at the places hereinafter set forth, personally came and appeared:

*CITY OF NATCHITOCHE, LOUISIANA*, a municipal corporation, with mailing address of Post Office Box 37, Natchitoches, Louisiana, 71458-0037, represented herein by its Mayor, Lee Posey, duly authorized to act herein pursuant to Ordinance Number 3 of 2016

Who declared that it does, by these presents hereby sell, transfer, assign, quitclaim, release and relinquish unto:

**JACKSON SQUARE CEMETERY, INC.**, a Louisiana not for profit corporation, domiciled in the Parish of Natchitoches, State of Louisiana, with mailing address for tax purposes of 1116 Amulet Street, Natchitoches, Louisiana 71457, represented herein by Doryce Polk, as authorized by Resolution of the Board of Directors of the corporation, a copy of which is attached hereto

the following described property, to-wit:

That certain tract, piece or parcel of land, situated in the City and Parish of Natchitoches, Louisiana, together with all buildings and improvements situated thereon, being more fully described as follows, to-wit:

Lots 1, 2, 3, 4, 5 and 6 of Block O of S & P Addition to the City of Natchitoches.

**TO HAVE AND HOLD** unto the Vendee herein and to their respective heirs, successors, and assigns forever.

This transfer is without any warranty, whatsoever, of any nature or description, but with full substitution and subrogation in and to all rights and actions of warranty which the vendor have against all preceding owners or vendors whomsoever.

The consideration for this transfer is more fully set forth in that Memorandum of Cooperative Endeavor between the City of Natchitoches and Jackson Square Cemetery, Inc., a Non-profit Organization, dated the 8<sup>th</sup> day of March, 2016 and which is attached hereto.

It is expressly agreed that the immovable property herein conveyed and all improvements and component parts, plumbing, electrical systems, mechanical equipment, heating and air conditioning

systems, built-in appliances, and all items located hereon are conveyed by Seller and accepted by Purchaser "AS IS, WHERE IS," without any warranties of any kind whatsoever, even as to the metes and bounds, zoning, operations, or suitability of the property for the use intended by the Purchaser, without regard to the presence of apparent or hidden defects and with the Purchaser's full and complete waiver of any and all rights for the return of all or any part of the purchase price by reason of any such defects.

Purchaser acknowledges and declares that neither the Seller nor any party, whomsoever, acting or purporting to act in any capacity whatsoever on behalf of the Seller has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, or upon which the Purchaser has relied, concerning the existence or non-existence of any quality, characteristic or condition of the property herein conveyed. Purchaser has had full, complete and unlimited access to the property herein conveyed for all tests and inspections which Purchaser, in Purchaser's sole discretion, deems sufficiently diligent for the protection of Purchaser's interest.

Purchaser expressly waives the warranty of fitness and the warranty against redhibitory vice and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2520 through 2548, inclusive, and any other applicable state or federal law and the jurisprudence thereunder.

Purchaser also waives any right Purchaser may have in redhibition to a return of the purchase price or to a reduction of the purchase price paid pursuant to Louisiana Civil Code Articles 2520 to 2548, inclusive, in connection with the property hereby conveyed to Purchaser by Seller. By Purchaser's signature, Purchaser expressly acknowledges all such waivers and Purchaser's exercise of Purchaser's right to waive warranty pursuant to Louisiana Civil Code Article 2520 and 2548, inclusive.

Taxes for the year 2016 and subsequent years are assumed by the vendee.

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**DONE AND PASSED** at my office in said Parish of Natchitoches, Louisiana, in the presence of Stacy McQueary and Hannah Wenninger, competent witnesses, on this the 8<sup>th</sup> day of March, 2016.

ATTEST:  
Stacy McQueary  
Witness signature

**Jackson Square Cemetery, Inc.**  
Dofyce Polk  
By: Dofyce Polk

Stacy McQueary  
Print witness name

**City of Natchitoches**  
Lee Posey  
By: Lee Posey, Mayor

Samuel Wenninger  
Witness signature

Hannah Wenninger  
Print witness name

Edd R. Lee  
NOTARY PUBLIC  
Edd R. Lee  
print notary name  
Notary No.: 15749

The following Ordinance was introduced by Ms. Morrow at the Natchitoches City Council meeting held on January 25, 2016 as follows:

**ORDINANCE NO. 004 OF 2016**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY  
OF NATCHITOCHEs TO AWARD  
THE BID FOR THE CITY PARK WALKING TRACK AND PARKING PROJECT**

**(BID NO. 0576)**

**WHEREAS**, Resolution No.111 of 2015 was passed by the Natchitoches City Council on December 14, 2015 authorizing the Mayor to advertise for bids for the City Park Walking Track and Parking Project (Bid No. 0576); and

**WHEREAS**, this bid was advertised in the *Natchitoches Times* on December 17, December 24, 2015 and January 7, 2016 in accordance with law; and

**WHEREAS**, two bid proposals were received and opened as follows:

- (1) Regional Construction, LLC  
Natchitoches, LA .....\$359,475.00
  
- (2) Credence Construction  
Madisonville, LA ..... \$398,720.50

**WHEREAS**, on January 19, 2016 the appointed committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Randy LaCaze, Director of Community Development; and Don Mims, Councilman at Large reviewed the bid proposals for the City Park Walking Track and Parking Project (Bid No. 0576); and

**WHEREAS**, the above appointed committee members unanimously recommend the City award the bid to the lowest bidder **Regional Construction, LLC of Natchitoches, LA** in the amount of **\$359,475.00**.

**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.



**CITY OF NATCHITOCHEES**  
**PURCHASING DEPARTMENT**

**January 19, 2016**

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

**Dear Mayor Posey,**

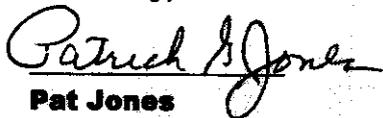
**The appointed committee of Pat Jones, Edd Lee, Randy LaCaze and Don Mims, has reviewed the engineer's recommendation submitted by Mr. Randal Smoak, Professional Engineer, with Cothran, Graff, Smoak Engineering Inc., Shreveport, LA, on Bid # 0576, for the new City Park Walking Trail project.**

**The committee was unanimous in its decision to award the bid to the lowest responsive bidder, Regional Construction, LLC, Natchitoches, LA, with a bid of \$359,475.00. One other bid was received from Credence Construction, Madisonville, LA, in the amount of \$398,720.50.**

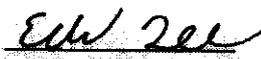
**All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.**

**We request ratification of this award at the City Council meeting on January 25, 2016.**

**Sincerely,**



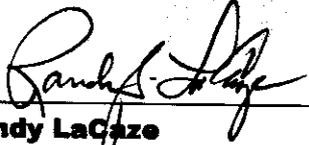
**Pat Jones**  
**Director of Finance**



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



**Don Mims**  
**Councilman at Large**



**Randy LaCaze**  
**Director of Community Development**

The following Ordinance was introduced by Mr. Stamey at the Natchitoches City Council meeting held on January 25, 2016 as follows:

**ORDINANCE NO. 005 OF 2016**

**AN ORDINANCE RENAMING THE UNREVOKED PORTION OF LAKEVIEW ROAD TO HARRIS DRIVE, PROVIDING FOR A PUBLIC HEARING, PROVIDING FOR AN EFFECTIVE DATE OF THE ORDINANCE, PROVIDING FOR PROCEDURE IN REMARKING STREET, AND PROVIDING FOR DESIGNATION OF NAME CHANGE ON PUBLIC RECORDS.**



The following Ordinance was introduced by Mr. Mims at the Natchitoches City Council meeting held on January 25, 2016 as follows:

**ORDINANCE NO. 006 OF 2016**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY  
OF NATCHITOCHEs TO AWARD  
THE BID FOR THE EAST FIFTH PARK IMPROVEMENTS**

**(BID NO. 0577)**

**WHEREAS**, Resolution No.112 of 2015 was passed by the Natchitoches City Council on December 14, 2015 authorizing the Mayor to advertise for bids for the East Fifth Park Improvements (Bid No. 0577); and

**WHEREAS**, this bid was advertised in the *Natchitoches Times* on December 17, December 24, 2015 and January 7, 2016 in accordance with law; and

**WHEREAS**, three bid proposals were received and opened as follows:

- |  |              |
|--|--------------|
| (1) Pat Williams Construction, LLC<br>Leesville, LA..... | \$363,488.87 |
| (2) Regional Construction, LLC<br>Natchitoches, LA ..... | \$382,030.00 |
| (3) Credence Construction, LLC<br>Madisonville, LA ..... | \$464,848.00 |

**WHEREAS**, on January 19, 2016 the appointed committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Kendrick Llorens, Director of Recreation and Parks; and David Stamey, Councilman reviewed the bid proposals for the East Fifth Park Improvements (Bid No. 0577); and

**WHEREAS**, the above appointed committee members unanimously recommend the City award the bid to the lowest bidder **Pat Williams Construction, LLC of Leesville, LA** in the amount of **\$363,488.87**.

**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.



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

**January 25, 2016**

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

**Dear Mayor Posey,**

**The appointed committee of Pat Jones, Edd Lee, Kendrick Llorens, and David Stamey, has reviewed the engineer's recommendation submitted by Mr. Randal Smoak, Professional Engineer, with Cothran, Graff, Smoak Engineering Inc., Shreveport, LA, on Bid # 0577, for the East 5<sup>th</sup> Park Improvements project.**

**The committee was unanimous in its decision to award the bid to the lowest responsive bidder, Pat Williams Construction, LLC, Leesville, LA, with a bid in the amount of \$363,488.87. Other bids received were from Regional Construction, LLC, Natchitoches, LA, with a bid of \$382,030.00 and Credence Construction, Madisonville, LA, in the amount of \$464,848.00.**

**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.**

**We request ratification of this award at the City Council meeting on January 25, 2016.**

**Sincerely,**

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

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

**David Stamey**  
**Councilman Dist #1**

**Kendrick Llorens**  
**Recreation Director**

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

**RESOLUTION NO. 003 OF 2016**

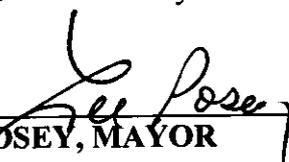
**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA FOR THE PUBLIC OFFICIAL SCHEDULE BOND FOR THE CITY OF NATCHITOCHES**

**WHEREAS**, the proposals submitted for the Public Officials Bond for the City of Natchitoches have been reviewed and it is recommended the City award the contract to Travelers Casualty and Surety Company of America for the period February 1, 2016 through February 1, 2017 for the bond premium of \$5,250.00.

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

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

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 25<sup>th</sup> day of January, 2016.

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

The following Resolution was introduced by Mr. Payne and Seconded by Mr. Nielse as follows, to -wit:

**RESOLUTION NO. 004 OF 2016**

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE  
AND ACCEPT BIDS FOR CHRISTMAS LIGHTING SUPPLIES**

**(BID NO. 0578)**

**WHEREAS**, the City wishes to advertise for Public Bids for Christmas Lighting Supplies (Bid No. 0578).

**WHEREAS**, sealed proposals shall be addressed to the City of Natchitoches, Office of the Director of Purchasing, P. O. Box 37, Natchitoches, Louisiana 71458 or received at the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana; and

**WHEREAS**, the City of Natchitoches will accept sealed and electronic bids for the project until 2:00 pm on Friday, February 19, 2016 at the Office of the Director of Purchasing, 1400 Sabine Street; and

**WHEREAS**, bids will be publicly opened and read aloud at 2:00 pm, on Friday, February 19, 2016 held at the above mentioned Office of the Director of Purchasing; and

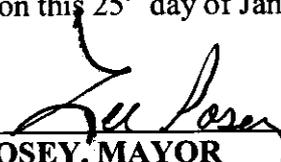
**WHEREAS**, upon receipt of proposals, the committee members consisting of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Bryan Wimberly, Utility Director; and Dale Nielsen, Councilman, are to review and make a recommendation of the bids received.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to order the publication of the above bid.

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

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

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 25<sup>th</sup> day of January, 2016.

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

# **BID INVITATION**

**DATE: January 25, 2016**

**FROM:** City of Natchitoches  
Purchasing Department  
1400 Sabine Street  
Natchitoches, LA 71457

**BID NO. 0578**

**BID TITLE:** Christmas Lighting Supplies

SEALED BID PROPOSALS WILL BE  
RECEIVED UNTIL 2:00 PM,

**February 19, 2016**

AT THE OFFICE OF Edd Lee  
DIRECTOR OF PURCHASING, 1400  
SABINE STREET, NATCHITOCHEs, LA  
71457.

FOR ADDITIONAL INFORMATION  
CONTACT THE FOLLOWING:

You may bid online by logging into:  
[www.bidexpress.com](http://www.bidexpress.com)  
For any questions about using the site please  
call the help number 888-352-BIDX (2439)

Edd Lee  
DIRECTOR OF PURCHASING  
(318) 357-3824

## INSTRUCTIONS TO BIDDERS

1. Sealed bid proposals **must** be received on the Bid Proposal Form, Page #4 and attached specifications or attachments thereto prior to opening date and time to be considered. **Please Note: Bids must be submitted on the supplied forms or attachments to be considered.** Late proposals will be returned unopened. Bids will be opened at 2:00 PM, February 19, 2016, at the Purchasing Department, located at 1400 Sabine St., Natchitoches, LA 71457.
2. Bids shall be plainly marked as to the bid number, name of the bid, and bid opening date on the outside of the envelope **contained in this package for this purpose.** This supplied envelope will be completely sealed and mailed or delivered to the Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457.
3. Any submitted article deviating from the specifications **must** be identified and have full descriptive data accompanying same, failure to provide the appropriate information **shall** be just cause for rejection of the bid. Deviations **must** be submitted on separate sheet or sheets.
4. All work and supplies are to be quoted FOB Natchitoches and delivered to the City Purchasing Warehouse, 1400 Sabine Street, Natchitoches, LA 71457
5. The City of Natchitoches reserves the right to reject any and all bids, requires submitted bids remain in force for a period of sixty (60) days after opening or until award is made, which ever comes first.
6. Prices quoted shall include all transportation and delivery costs.
7. The Purchasing Department assumes responsibility for the correctness and clarity of the bid, and all information and/or questions pertaining to this bid shall be directed to the Director of Purchasing.
8. The conditions and terms of this bid will be considered when evaluating for award.
9. The City of Natchitoches is exempt from all state taxes.
10. Prices shall include vehicle safety inspection, **if applies**, application for title and public plates and delivered to the City Warehouse, 1400 Sabine Street, Natchitoches, LA 71457.

BID PROPOSAL

PLEASE MARK YOUR SEALED BID ENVELOPE: BID NO. 0578

DESCRIPTION QUANTITY  
**Christmas Lighting Supplies Per attached specifications**

ALL ITEMS LISTED IN THIS BID WILL BE DELIVERED TO:  
CITY OF NATCHITOCHEs, 1400 Sabine Street, NATCHITOCHEs, LA 71457  
BIDDER MUST COMPLETE THE FOLLOWING

PRICES HELD FIRM FOR A PERIOD OF: \_\_\_\_\_ CALENDER DAYS  
BID ACCEPTANCE PERIOD OF: \_\_\_\_\_ CALENDER DAYS

DELIVERY WILL BE COMPLETED WITHIN: \_\_\_\_\_ CALENDER DAYS AFTER  
RECEIPT OF CONTRACT, ORDER OR OTHER FORM AS NOTICE OF AWARD.

Total Cost of Christmas Lighting Supplies per the **GRAND TOTAL** listed on the  
specification sheet \$ \_\_\_\_\_

THE UNDERSIGNED BIDDER DECLARES THAT HE HAS SPECIFIC AND LEGAL  
AUTHORIZATION TO OBLIGATE HIMSELF AND /OR HIS FIRM TO THE TERMS  
OF THIS BID AND FURTHER THAT HE HAS EXAMINED THE INVITATION TO  
BID, THE INSTRUCTIONS TO BIDDERS AND THE SPECIFICATIONS AND  
HEREBY PROMISES AND AGREES THAT IF THIS BID IS ACCEPTED HE WILL  
FAITHFULLY FULFILL THE TERMS OF THIS BID TOGETHER WITH ALL  
GUARANTEES AND WARRENTIES RELATING THERETO. ANY AND ALL  
EXCEPTIONS HAVE BEEN NOTED WITHIN.

_____	_____
BIDDER	MAILING ADDRESS
_____	_____
SIGNATURE	CITY STATE/ZIP
_____	_____
TYPE/PRINT NAME	DATE
_____	_____
TELEPHONE	TITLE

11. The attached bid specifications describe the minimum requirements. Equipment of similar type, character, quality and purpose conforming to the detailed requirements listed in the specification sheet will be considered equivalent. Bidders are cautioned to read the specifications carefully, as they may include special requirements not commonly offered by the manufacturer.

12. The Christmas lighting supplies bid must match the existing supplies on hand for the City of Natchitoches.

13. Please note that samples as indicated on the item detail sheet **MUST** be submitted along with your bid per the attached specification sheet.

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

**RESOLUTION NO. 005 OF 2016**

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE AND ACCEPT BIDS FOR THE NATCHITOCHE RIVERFRONT OVERLOOK AND ADA RAMP PROJECT**

**(BID NO. 0570)**

**WHEREAS**, the City wishes to advertise for public bids for the Natchitoches Riverfront Overlook and ADA Ramp Project (Bid No. 0570, and

**WHEREAS**, sealed proposals shall be addressed to the City of Natchitoches, Office of the Director of Purchasing, 1400 Sabine Street, Natchitoches, Louisiana 71457 or received at the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana, and

**WHEREAS**, the City of Natchitoches will accept sealed and electronic bids for the project until 2:00 PM on Monday, February 22, 2016 at the office of the Director of Purchasing, 1400 Sabine Street, and

**WHEREAS**, bids will be publicly opened and read aloud at the location and time herein above, and

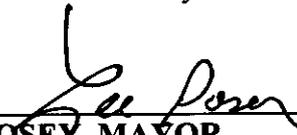
**WHEREAS**, upon receipt of proposals, the committee members consisting of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Randy LaCaze, Community Development Director and David Stamey, Councilman, are to review and make a recommendation of the bids received.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the city of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to order the publication of the above bid.

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

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

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 25<sup>th</sup> day of January, 2016.

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

## ADVERTISEMENT FOR BIDS

Sealed bids, or internet bids, will be received for the Office of the Director of Purchasing, City of Natchitoches, Louisiana, 1400 Sabine Street, Natchitoches, LA 71457, or at or at [HTTPS://bidexpress.com](https://bidexpress.com), until 2:00 P.M., Monday, February 22, 2016

Any person requiring special accommodations shall notify the purchasing department of the type(s) of accommodation required not less than seven (7) days before the bid opening. Bidders needing assistance with on-line bidding should call the Bid Express help line at (888) 352-2439.

For: **Natchitoches Riverfront Overlook and ADA Ramp Project**

Bid Number: **0570**

Contractor Classification: **Municipal and Public Works Construction**

Complete Bidding Documents are on file and open to public inspection at the City of Natchitoches, Office of the Director of Purchasing, 1400 Sabine Street, Natchitoches, Louisiana 71457.

A set of plans and specifications may be obtained from the LANDSCAPE ARCHITECT: JEFFREY CARBO LANDSCAPE ARCHITECTS, 207 Ansley Boulevard, Suite B – 2<sup>nd</sup> Floor, Alexandria, LA 71303, upon receipt of payment in the amount of SIXTY FIVE DOLLARS (\$65.00) per set. Checks should be made payable to JEFFREY CARBO LANDSCAPE ARCHITECTS. A digital version of the plans and specifications in PDF format may be obtained from the Landscape Architect at no charge via fax request at (318).442.6513 or phone request at (318).442.6576.

All paper bids shall be plainly marked "SEALED BID –NATCHITOCHEs RIVERFRONT OVERLOOK AND ADA RAMP PROJECT- BID NO. 0570." All bids received must have the contractor's license number on the outside of the envelope. Any bid received after closing time will be returned unopened. Bids will be publicly opened and read aloud this same date and time at the office of the Director of Purchasing.

If a NONRESIDENT CONTRACTOR bidding on public work in the State of Louisiana is domiciled in a state that provides a percentage preference in favor of CONTRACTORS for the same type work, then every Louisiana resident CONTRACTOR shall be granted the same preference over CONTRACTORS domiciled therein whenever the NONRESIDENT CONTRACTOR bids on public work in Louisiana (LA RS 38:2225). A CONTRACTOR who is a NONRESIDENT of the State of Louisiana must attach a copy of their State's law concerning preferential treatment and their State's percentage of bid preference. This information shall accompany CONTRACTOR'S bid proposal.

If a NONRESIDENT CONTRACTOR bidding on public work in the State of Louisiana is domiciled in a state that provides a percentage preference in favor of CONTRACTORS for the same type work, then every Louisiana resident CONTRACTOR shall be granted the same preference over CONTRACTORS domiciled therein whenever the NONRESIDENT CONTRACTOR bids on public work in Louisiana (LA RS 38:2225). A CONTRACTOR who is a NONRESIDENT of the State of Louisiana must attach a copy

of their State's law concerning preferential treatment and their State's percentage of bid preference. This information shall accompany CONTRACTOR'S bid proposal.

When a participating political subdivision lets a contract for a public works project that is to be administered by or paid for, in whole or in part, by said political subdivision's funds, the governing authority of the political subdivision may require, as a condition of letting the contract, that not less than eighty percent (80%) of the persons employed in fulfilling that contract be residents of the State of Louisiana (LA RS 38:2225).

Deposits on the first set of documents furnished bona fide prime bidders will be fully refunded upon return of the documents no later than ten days after receipt of bids. On other sets of documents furnished to bidders, the amount of **0 DOLLARS (\$ 0)** (the deposit less the actual cost of reproduction) will be refunded upon return of the documents no later than ten days after receipt of bids. No refund will be made to non-bidders or sub-bidders.

Each bidder must deposit with his/her bid, security in the amount, for and subject to the conditions provided in the *Information for Bidders*. Sureties used for obtaining bonds must appear as acceptable on the Department of Treasury Circular 570.

**Additional items required to be submitted with the Bid and Bid Bond are: Corporate Signature Authority (when applicable), and Certification of Contractor's Active License (LA. R.S. 37:2163).**

The City of Natchitoches reserves the right to reject any or all bids.

CITY OF NATCHITOCHEs

By: Lee Posey

Title: Mayor

**PUBLISH:**

January 28, 2016

February 4, 2016

February 11, 2016

The following resolution was offered by Mr. Mims and seconded by Mr. Stamey:

**RESOLUTION NO. 006 of 2016**

A resolution ordering and calling a special election to be held in the City of Natchitoches, State of Louisiana, to rededicate the revenues derived from the levy of a sales and use tax; making application to the State Bond Commission in connection therewith; and providing for other matters in connection therewith.

BE IT RESOLVED by the City Council of the City of Natchitoches, State of Louisiana (the "Governing Authority"), acting as the governing authority of the City of Natchitoches, State of Louisiana (the "City"), that:

SECTION 1. Election Call. Subject to the approval of the State Bond Commission, and under the authority conferred by Article VI, Section 29 of the Constitution of the State of Louisiana of 1974, the applicable provisions of Chapter 5, Chapter 6-A and Chapter 6-B of the Louisiana Election Code, and other constitutional and statutory authority, a special election is hereby called and ordered to be held in the City on **SATURDAY, APRIL 9, 2016**, between the hours of seven o'clock (7:00) a.m., and eight o'clock (8:00) p.m., in accordance with the provisions of La. R.S. 18:541, and at the said election there shall be submitted to all registered voters qualified and entitled to vote at the said election under the Constitution and laws of this State and the Constitution of the United States, the following proposition, to-wit:

**PROPOSITION  
(SALES TAX REDEDICATION)**

Shall the revenues heretofore and hereafter derived from the levy of the existing one percent (1%) sales and use tax (the "Tax") now being collected in the City of Natchitoches, State of Louisiana (the "City"), pursuant to special elections held in said City on January 11, 1966, July 23, 1968 and September 13, 1980 (an estimated \$3,800,000 reasonably expected at this time to be collected from the levy of the Tax for an entire year), be rededicated and used as follows: (i) 50% for the purposes of constructing, acquiring, improving, operating and maintaining sewers and sewerage disposal works and waterworks facilities and for funding such revenues into bonds in accordance with applicable laws for any of such purposes and making all required payments in connection therewith; and (ii) 50% for the purposes of constructing, acquiring and improving public streets, drainage, parks and recreation facilities and buildings; and constructing, acquiring, improving, operating and maintaining sewers and sewerage disposal works and waterworks facilities and for funding such revenues into bonds in accordance with applicable laws for any of such purposes and making all required payments in connection therewith?

SECTION 2. Publication of Notice of Election. A Notice of Special Election shall be published in the *Natchitoches Times*, a newspaper of general circulation within the City, published in Natchitoches, Louisiana, and being the official journal of the City, once a week for four consecutive weeks, with the first publication to be made not less than forty-five (45) days nor more than ninety (90) days prior to the date of the election, which Notice shall be substantially in the form attached hereto as "Exhibit A" and incorporated herein by reference the same as if it were set forth herein in full.

SECTION 3. Canvass. This Governing Authority shall meet at its regular meeting place, the Arts Center, 716 Second Street, Natchitoches, Louisiana, on **MONDAY, MAY 23, 2016**, at **FIVE-THIRTY O' CLOCK (5:30)**, and shall then and there in open and public session proceed to examine and canvass the returns and declare the result of the said special election.

SECTION 4. Polling Places. The polling places set forth in the aforesaid Notice of Special Election are hereby designated as the polling places at which to hold the said election, and the Commissioners-in-Charge and Commissioners, respectively, will be the same persons as those designated in accordance with law.

SECTION 5. Election Commissioners; Voting Machines. The officers designated to serve as Commissioners-in-Charge and Commissioners pursuant to Section 4 hereof, or such substitutes therefor as may be selected and designated in accordance with La. R.S. 18:1287, shall hold the said special election as herein provided, and shall make due returns of said election for the meeting of the Governing Authority to be held on Monday, May 23, 2016, as provided in Section 3 hereof. All registered voters in the City will be entitled to vote at the special election, and voting machines shall be used.

SECTION 6. Authorization of Officers. The Clerk of the City is hereby empowered, authorized and directed to arrange for and to furnish to said election officers in ample time for the holding of said election, the necessary equipment, forms and other paraphernalia essential to the proper holding of said election and the Mayor and/or Clerk of the City are further authorized, empowered and directed to take any and all further action required by State and/or Federal law to arrange for the election.

SECTION 7. Furnishing Election Call to Election Officials. Certified copies of this resolution shall be forwarded to the Secretary of State, the Clerk of Court and *Ex-Officio* Parish Custodian of Voting Machines of Natchitoches Parish and the Registrar of Voters of Natchitoches Parish, as notification of the special election, in order that each may prepare for said election and perform their respective functions as required by law.

SECTION 8. Application to State Bond Commission. Application is made to the State Bond Commission for consent and authority to hold the special election as herein provided, and in the event said election carries for further consent and authority to levy and collect the sales and use tax provided for therein. A certified copy of this resolution shall be forwarded to the State Bond Commission on behalf of this Governing Authority, together with a letter requesting the prompt consideration and approval of this application.

This resolution having been submitted to a vote, the vote thereon was as follows:

**YEAS: Payne, Nielsen, Mims, Stamey, Morrow**

**NAYS: None**

**ABSENT: None**

And the resolution was declared adopted on this, the 25<sup>th</sup> day of January, 2016.

/s/ Stacy McQueary  
Clerk

/s/ Lee Posey  
Mayor

NOTICE OF SPECIAL ELECTION

Pursuant to the provisions of a resolution adopted by the City Council of the City of Natchitoches, State of Louisiana (the "Governing Authority"), acting as the governing authority of the City of Natchitoches, State of Louisiana (the "City"), on January 25, 2016, NOTICE IS HEREBY GIVEN that a special election will be held within the City on **SATURDAY, APRIL 9, 2016**, and that at the said election there will be submitted to all registered voters in the City qualified and entitled to vote at the said election under the Constitution and Laws of the State of Louisiana and the Constitution of the United States, the following proposition, to-wit:

**PROPOSITION  
(SALES TAX REDEDICATION)**

Shall the revenues heretofore and hereafter derived from the levy of the existing one percent (1%) sales and use tax (the "Tax") now being collected in the City of Natchitoches, State of Louisiana (the "City"), pursuant to special elections held in said City on January 11, 1966, July 23, 1968 and September 13, 1980 (an estimated \$3,800,000 reasonably expected at this time to be collected from the levy of the Tax for an entire year), be rededicated and used as follows: (i) 50% for the purposes of constructing, acquiring, improving, operating and maintaining sewers and sewerage disposal works and waterworks facilities and for funding such revenues into bonds in accordance with applicable laws for any of such purposes and making all required payments in connection therewith; and (ii) 50% for the purposes of constructing, acquiring and improving public streets, drainage, parks and recreation facilities and buildings; and constructing, acquiring, improving, operating and maintaining sewers and sewerage disposal works and waterworks facilities and for funding such revenues into bonds in accordance with applicable laws for any of such purposes and making all required payments in connection therewith?

The said special election will be held at the following polling places situated within the City, which polls will open at seven o'clock (7:00) a.m., and close at eight o'clock (8:00) p.m., in accordance with the provisions of La. R.S. 18:541, to-wit:

POLLING PLACES		
Ward	Precinct	Location
01	01	St Anthony Catholic Church Hall, 911 5 <sup>th</sup> Street, Natchitoches
01	01A	(IN PART) St. Anthony Catholic Church Hall, 911 5 <sup>th</sup> Street, Natchitoches
01	02	(IN PART) Natchitoches Parish Council of Aging, 1016 Keyser Avenue, Natchitoches
01	03	(IN PART) City Court Building, 314 Amulet Street, Natchitoches
01	03A	City Court Building, 314 Amulet Street, Natchitoches

POLLING PLACES

Ward	Precinct	Location
01	04	Natchitoches Magnet School, 1101 College Avenue, Natchitoches
01	04A	Natchitoches Magnet School, 1101 College Avenue, Natchitoches
01	05	Parks Elementary School, 830 Koonce Street, Natchitoches
01	05A	Parks Elementary School, 830 Koonce Street, Natchitoches
01	06	First Presbyterian Church, 114 Bienville Street, Natchitoches
01	07	(IN PART) M. R. Weaver Elementary School, 520 St. Maurice Lane, Natchitoches
01	08	(IN PART) L. P. Vaughn Elementary School, 1500 Gold Street, Natchitoches
01	09	(IN PART) NCHS Boys Gym, 200 Hwy. 3110, Natchitoches
01	09A	(IN PART) NCHS Boys Gym, 200 Hwy. 3110, Natchitoches
01	10	(IN PART) Oak Grove Methodist Church Hall Building, 210 Eight Mile Loop, Natchitoches
01	10A	(IN PART) Oak Grove Methodist Church Hall Building, 210 Eight Mile Loop, Natchitoches
01	10B	(IN PART) Oak Grove Methodist Church Hall Building, 210 Eight Mile Loop, Natchitoches
01	11	(IN PART) School Board Title 1 Media Center, 310 Royal Street, Natchitoches
01	12	(IN PART) East Natchitoches Junior School, 1001 E. Fifth Street, Natchitoches
01	13	North Street Daycare Center, 319 North Street, Natchitoches
01	14	(IN PART) Natchitoches Jr. High-Frankie Ray Jackson, 1621 Welch Street, Natchitoches
04	01	(IN PART) Cypress Police Jury Voting Building, 11345 Hwy. 1, Cypress
04	08	(IN PART) Flora Police Jury Building, 1500 Hwy. 120, Flora

The polling places set forth above are hereby designated as the polling places at which to hold the said election, and the Commissioners-in-Charge and Commissioners, respectively, shall be those persons designated according to law.



STATE OF LOUISIANA

PARISH OF NATCHITOCHEs

I, the undersigned Clerk of the City of Natchitoches, State of Louisiana (the "City"), do hereby certify that the foregoing pages constitute a true and correct copy of the proceedings taken by the Governing Authority on January 25, 2016, ordering and calling a special election to be held in the City of Natchitoches, State of Louisiana, to rededicated the revenues derived from the levy of a sales and use tax; making application to the State Bond Commission in connection therewith; and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature at Natchitoches, Louisiana, on this, the 25<sup>th</sup> day of January, 2016.

---

Clerk

The following resolution was offered by Mr. Mims and seconded by Mr. Stamey:

**RESOLUTION NO. 006 of 2016**

A resolution ordering and calling a special election to be held in the City of Natchitoches, State of Louisiana, to rededicate the revenues derived from the levy of a sales and use tax; making application to the State Bond Commission in connection therewith; and providing for other matters in connection therewith.

BE IT RESOLVED by the City Council of the City of Natchitoches, State of Louisiana (the "Governing Authority"), acting as the governing authority of the City of Natchitoches, State of Louisiana (the "City"), that:

SECTION 1. Election Call. Subject to the approval of the State Bond Commission, and under the authority conferred by Article VI, Section 29 of the Constitution of the State of Louisiana of 1974, the applicable provisions of Chapter 5, Chapter 6-A and Chapter 6-B of the Louisiana Election Code, and other constitutional and statutory authority, a special election is hereby called and ordered to be held in the City on **SATURDAY, APRIL 9, 2016**, between the hours of seven o'clock (7:00) a.m., and eight o'clock (8:00) p.m., in accordance with the provisions of La. R.S. 18:541, and at the said election there shall be submitted to all registered voters qualified and entitled to vote at the said election under the Constitution and laws of this State and the Constitution of the United States, the following proposition, to-wit:

**PROPOSITION  
(SALES TAX REDEDICATION)**

Shall the revenues heretofore and hereafter derived from the levy of the existing one percent (1%) sales and use tax (the "Tax") now being collected in the City of Natchitoches, State of Louisiana (the "City"), pursuant to special elections held in said City on January 11, 1966, July 23, 1968 and September 13, 1980 (an estimated \$3,800,000 reasonably expected at this time to be collected from the levy of the Tax for an entire year), be rededicated and used as follows: (i) 50% for the purposes of constructing, acquiring, improving, operating and maintaining sewers and sewerage disposal works and waterworks facilities and for funding such revenues into bonds in accordance with applicable laws for any of such purposes and making all required payments in connection therewith; and (ii) 50% for the purposes of constructing, acquiring and improving public streets, drainage, parks and recreation facilities and buildings; and constructing, acquiring, improving, operating and maintaining sewers and sewerage disposal works and waterworks facilities and for funding such revenues into bonds in accordance with applicable laws for any of such purposes and making all required payments in connection therewith?

SECTION 2. Publication of Notice of Election. A Notice of Special Election shall be published in the *Natchitoches Times*, a newspaper of general circulation within the City, published in Natchitoches, Louisiana, and being the official journal of the City, once a week for four consecutive weeks, with the first publication to be made not less than forty-five (45) days nor more than ninety (90) days prior to the date of the election, which Notice shall be substantially in the form attached hereto as "Exhibit A" and incorporated herein by reference the same as if it were set forth herein in full.

SECTION 3. Canvass. This Governing Authority shall meet at its regular meeting place, the Arts Center, 716 Second Street, Natchitoches, Louisiana, on **MONDAY, MAY 23, 2016**, at **FIVE-THIRTY O' CLOCK (5:30)**, and shall then and there in open and public session proceed to examine and canvass the returns and declare the result of the said special election.

SECTION 4. Polling Places. The polling places set forth in the aforesaid Notice of Special Election are hereby designated as the polling places at which to hold the said election, and the Commissioners-in-Charge and Commissioners, respectively, will be the same persons as those designated in accordance with law.

SECTION 5. Election Commissioners; Voting Machines. The officers designated to serve as Commissioners-in-Charge and Commissioners pursuant to Section 4 hereof, or such substitutes therefor as may be selected and designated in accordance with La. R.S. 18:1287, shall hold the said special election as herein provided, and shall make due returns of said election for the meeting of the Governing Authority to be held on Monday, May 23, 2016, as provided in Section 3 hereof. All registered voters in the City will be entitled to vote at the special election, and voting machines shall be used.

SECTION 6. Authorization of Officers. The Clerk of the City is hereby empowered, authorized and directed to arrange for and to furnish to said election officers in ample time for the holding of said election, the necessary equipment, forms and other paraphernalia essential to the proper holding of said election and the Mayor and/or Clerk of the City are further authorized, empowered and directed to take any and all further action required by State and/or Federal law to arrange for the election.

SECTION 7. Furnishing Election Call to Election Officials. Certified copies of this resolution shall be forwarded to the Secretary of State, the Clerk of Court and *Ex-Officio* Parish Custodian of Voting Machines of Natchitoches Parish and the Registrar of Voters of Natchitoches Parish, as notification of the special election, in order that each may prepare for said election and perform their respective functions as required by law.

SECTION 8. Application to State Bond Commission. Application is made to the State Bond Commission for consent and authority to hold the special election as herein provided, and in the event said election carries for further consent and authority to levy and collect the sales and use tax provided for therein. A certified copy of this resolution shall be forwarded to the State Bond Commission on behalf of this Governing Authority, together with a letter requesting the prompt consideration and approval of this application.

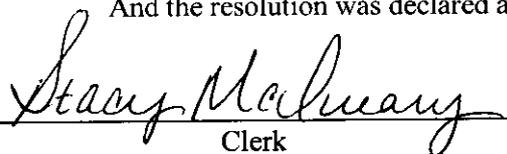
This resolution having been submitted to a vote, the vote thereon was as follows:

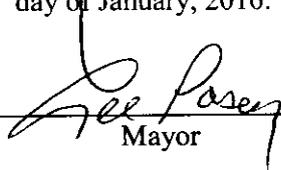
**YEAS: Payne, Nielsen, Mims, Stamey, Morrow**

**NAYS: None**

**ABSENT: None**

And the resolution was declared adopted on this, the 25<sup>th</sup> day of January, 2016.

  
Clerk

  
Mayor

NOTICE OF SPECIAL ELECTION

Pursuant to the provisions of a resolution adopted by the City Council of the City of Natchitoches, State of Louisiana (the "Governing Authority"), acting as the governing authority of the City of Natchitoches, State of Louisiana (the "City"), on January 25, 2016, NOTICE IS HEREBY GIVEN that a special election will be held within the City on SATURDAY, APRIL 9, 2016, and that at the said election there will be submitted to all registered voters in the City qualified and entitled to vote at the said election under the Constitution and Laws of the State of Louisiana and the Constitution of the United States, the following proposition, to-wit:

PROPOSITION  
(SALES TAX REDEDICATION)

Shall the revenues heretofore and hereafter derived from the levy of the existing one percent (1%) sales and use tax (the "Tax") now being collected in the City of Natchitoches, State of Louisiana (the "City"), pursuant to special elections held in said City on January 11, 1966, July 23, 1968 and September 13, 1980 (an estimated \$3,800,000 reasonably expected at this time to be collected from the levy of the Tax for an entire year), be rededicated and used as follows: (i) 50% for the purposes of constructing, acquiring, improving, operating and maintaining sewers and sewerage disposal works and waterworks facilities and for funding such revenues into bonds in accordance with applicable laws for any of such purposes and making all required payments in connection therewith; and (ii) 50% for the purposes of constructing, acquiring and improving public streets, drainage, parks and recreation facilities and buildings; and constructing, acquiring, improving, operating and maintaining sewers and sewerage disposal works and waterworks facilities and for funding such revenues into bonds in accordance with applicable laws for any of such purposes and making all required payments in connection therewith?

The said special election will be held at the following polling places situated within the City, which polls will open at seven o'clock (7:00) a.m., and close at eight o'clock (8:00) p.m., in accordance with the provisions of La. R.S. 18:541, to-wit:

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01	13	North Street Daycare Center, 319 North Street, Natchitoches
01	14	(IN PART) Natchitoches Jr. High-Frankie Ray Jackson, 1621 Welch Street, Natchitoches
03	05	(IN PART) Provencal Elementary School, 132 Cherry Street, Provencal
04	01	(IN PART) Cypress Police Jury Voting Building, 11345 Hwy. 1, Cypress
04	08	(IN PART) Flora Police Jury Building, 1500 Hwy. 120, Flora

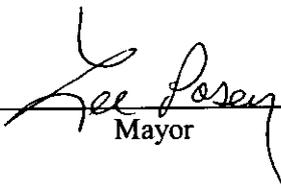
The polling places set forth above are hereby designated as the polling places at which to hold the said election, and the Commissioners-in-Charge and Commissioners, respectively, shall be those persons designated according to law.

The said special election will be held in accordance with the applicable provisions of Chapter 5 and Chapter 6-A of Title 18 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, and the officers appointed to hold the said election, as provided in this Notice of Special Election, or such substitutes therefor as may be selected and designated in accordance with La. R.S. 18:1287, will make due returns thereof to said Governing Authority, and NOTICE IS HEREBY FURTHER GIVEN that the Governing Authority will meet at its regular meeting place, the Arts Center, 716 Second Street, Natchitoches, Louisiana, on **MONDAY, MAY 23, 2016**, at **FIVE-THIRTY O' CLOCK (5:30)**, and shall then and there in open and public session proceed to examine and canvass the returns and declare the result of the said special election. All registered voters of the City are entitled to vote at said special election and voting machines will be used.

THUS DONE AND SIGNED at Natchitoches, Louisiana, on this, the 25<sup>th</sup> day of January, 2016.

ATTEST:

  
Clerk

  
Mayor

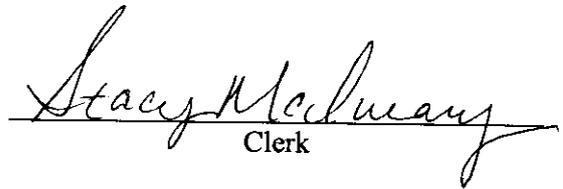


STATE OF LOUISIANA

PARISH OF NATCHITOCHEES

I, the undersigned Clerk of the City of Natchitoches, State of Louisiana (the "City"), do hereby certify that the foregoing pages constitute a true and correct copy of the proceedings taken by the Governing Authority on January 25, 2016, ordering and calling a special election to be held in the City of Natchitoches, State of Louisiana, to rededicated the revenues derived from the levy of a sales and use tax; making application to the State Bond Commission in connection therewith; and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature at Natchitoches, Louisiana, on this, the 25<sup>th</sup> day of January, 2016.

  
Clerk

CITY OF NATCHITOCHEES  
GENERAL FUND BUDGET REPORT  
AS OF DECEMBER 31, 2014

	CURRENT MONTH			YEAR TO DATE				
	TOTAL BUDGET 15/16FY	MONTHLY BUDGET *1	ACTUAL	(OVER) UNDER BUDGET	YTD ACTUAL	ENCUM-BRANCES	UNREALIZED AVAILABLE BALANCE	PERCENT RECEIVED/EXPENSED
<b>REVENUE</b>	14,815,545	1,234,629	723,729	(510,899)	7,413,373		7,402,172	50.04%
<b>EXPENDITURES</b>								
<b>DEPARTMENT:</b>								
CITY HALL / FINANCE	557,249	46,437	40,909	5,529	307,698	879	248,672	55.38%
COMMUNITY DEVELOPMENT	789,352	65,779	49,764	16,015	434,262	14,604	340,485	56.87%
PLANNING & ZONING	261,422	21,785	16,852	4,933	121,485	591	139,346	46.70%
FIRE DEPARTMENT	3,297,312	274,776	245,712	29,064	1,696,183	6,812	1,594,317	51.65%
POLICE DEPARTMENT	4,966,155	413,846	346,355	67,491	2,425,319	2,325	2,538,511	48.88%
ANIMAL SHELTER	163,330	13,611	11,717	1,893	76,595	578	86,157	47.25%
PURCHASING	265,614	22,135	21,583	551	162,836	46	102,732	61.32%
CITY GARAGE	251,979	20,998	22,447	(1,448)	150,879		101,100	59.89%
RECREATION *2	766,350	63,863	51,355	12,508	480,151	21,439	264,760	65.45%
PUBLIC WORKS	1,311,180	109,265	130,313	(21,048)	820,989	977	489,214	62.69%
INDIRECT EXPENSE	2,031,765	169,314	130,255	39,059	1,131,201	12,028	888,536	56.27%
PROGRAMMING & PROMOTIONS	153,837	12,820	15,594	(2,774)	75,222	260	78,355	49.07%
<b>TOTAL GENERAL FUND</b>	<b>14,815,545</b>	<b>1,234,629</b>	<b>1,082,855</b>	<b>151,774</b>	<b>7,882,821</b>	<b>60,539</b>	<b>6,872,184</b>	<b>53.62%</b>

FOOTNOTES:

\*1 - 1/12th OF TOTAL BUDGET

\*2 - SEASONAL ACTIVITY

% BUDGET YEAR ELAPSED      58%

% BUDGET EXPENDED          54%

**CITY OF NATCHITOCHEES  
UTILITY (PROPRIETARY) FUND BUDGET REPORT  
AS OF DECEMBER 31, 2015**

**CURRENT MONTH**

**YEAR TO DATE**

	TOTAL	MONTHLY	ACTUAL	UNDER BUDGET	YTD	ENCUM- BRANCES	UNREALIZED / AVAILABLE	PERCENT RECEIVED/ EXPENSED
	<u>BUDGET</u>	<u>BUDGET *1</u>	<u>BUDGET</u>	<u>BUDGET</u>	<u>ACTUAL</u>	<u>BRANCES</u>	<u>BALANCE</u>	<u>EXPENSED</u>
	15/16 FY							
<b>REVENUE</b>	37,367,224	3,113,935	2,226,473	(887,462)	18,649,630		18,717,594	49.91%

**EXPENDITURES**

**DEPARTMENT:**

UTILITY ADMINISTRATION	438,133	36,511	26,281	10,230	209,448	262	228,423	47.86%
WATER	2,801,399	233,450	239,520	(6,070)	1,620,456	427,128	753,816	73.09%
SEWER	1,775,420	147,952	125,087	22,865	872,074	69,083	834,263	53.01%
ELECTRIC	22,113,134	1,842,761	1,371,698	471,063	10,139,441	1,422,169	10,551,523	52.28%
UTILITY BILLING	653,409	54,451	50,282	4,168	343,267	1,815	308,327	52.81%
INFORMATION TECH	337,629	28,136	19,708	8,428	123,758	9,590	204,281	39.50%
INDIRECT	9,248,100	770,675	643,520	127,155	5,605,047	182	3,642,871	60.61%
<b>TOTAL UTILITY FUND</b>	<b>37,367,224</b>	<b>3,113,935</b>	<b>2,476,096</b>	<b>637,839</b>	<b>18,913,490</b>	<b>1,930,230</b>	<b>16,523,504</b>	<b>55.78%</b>

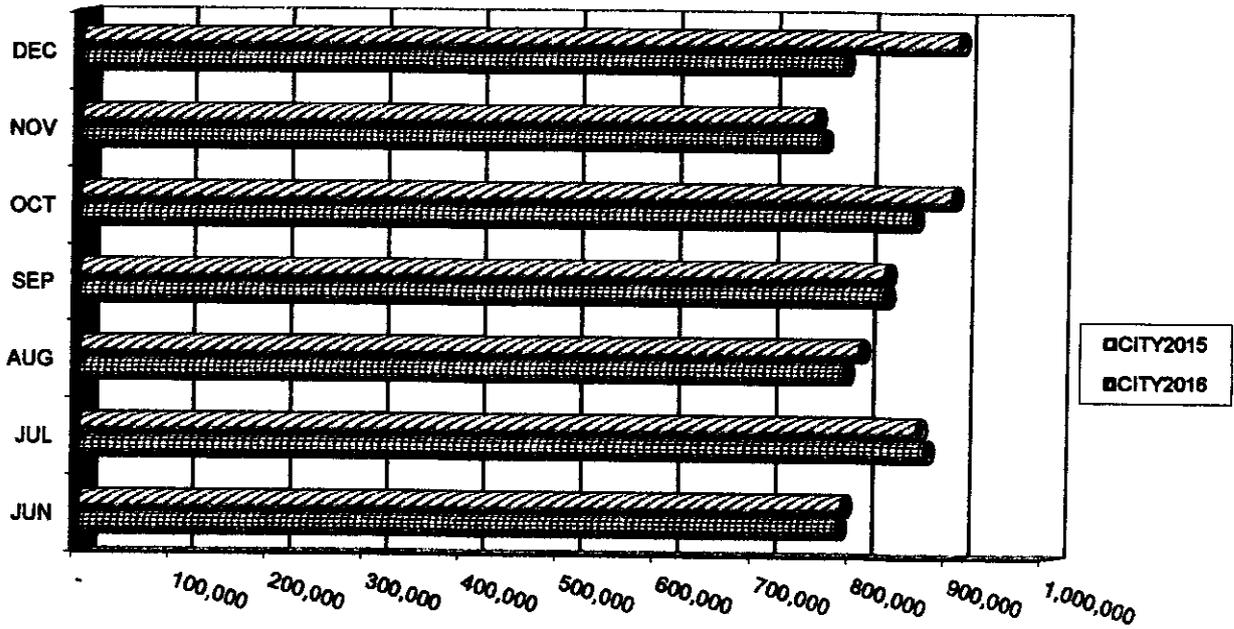
**FOOTNOTES:**

\*1 - 1/12th OF TOTAL BUDGET

% BUDGET YEAR ELAPSED      58%

% BUDGET EXPENDED      56%

# CITY OF NATCHITOCHEs FISCAL YEAR SALES TAX COLLECTIONS

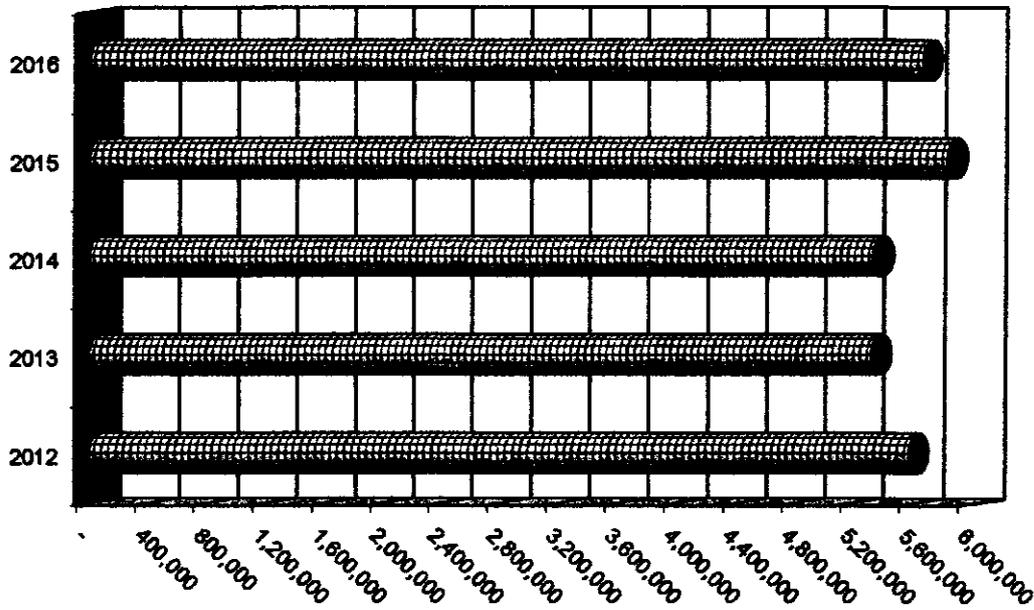


**REVENUE BY MONTHS**

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%
DEC	765,125	780,648	721,635	901,873	784,233	(117,640)	-13.04%

Prepared by: Natchitoches Tax Commission

# CITY OF NATCHITOCHEs FISCAL YEAR SALES TAX COLLECTIONS

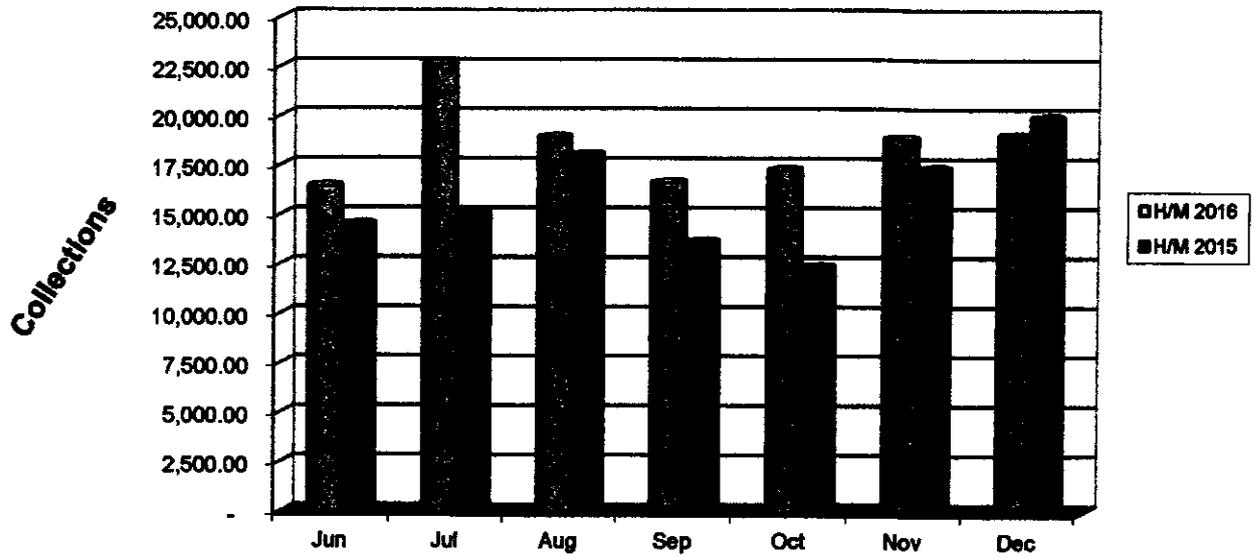


**REVENUE YEAR TO DATE**

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%
DEC	5,585,944	5,336,839	5,348,637	5,833,686	5,666,822	(166,864)	-2.86%

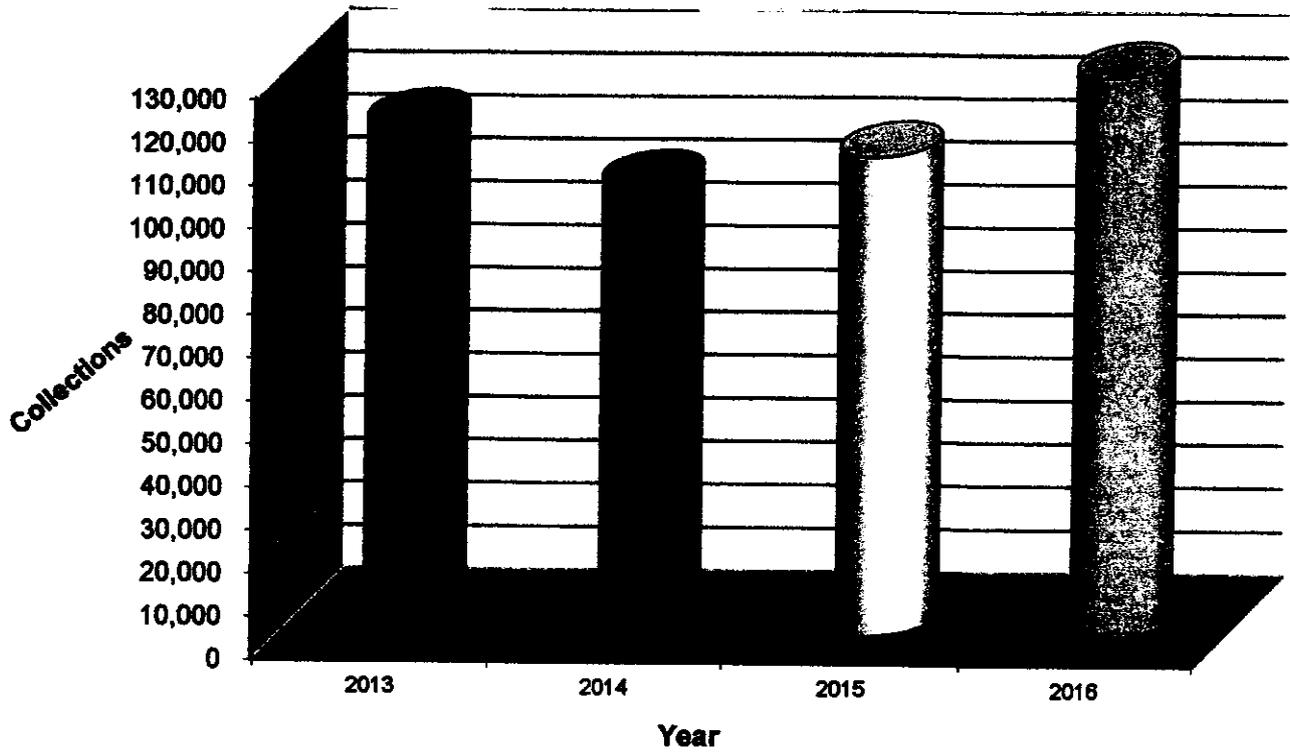
Prepared by: Natchitoches Tax Commission

## 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%
Dec	21,419.33	15,082.08	19,897.53	18,993.95	(903.58)	-5.99%

**City of Natchitoches  
TIF-2%**

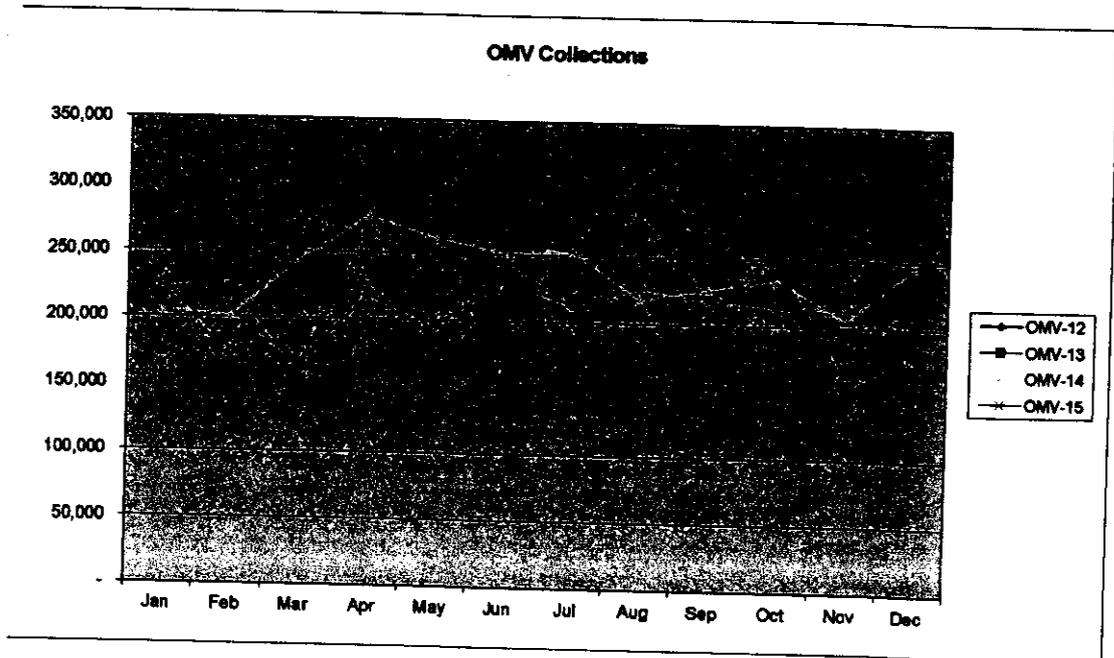


Period	2013	2014	2015	2016	DIFF 15/16	% DIFF
Jun	23,874.50	13,597.75	14,483.00	16,407.84	1,924.84	14.16%
Jul	39,719.48	32,503.18	29,621.53	38,986.73	9,365.20	31.62%
Aug	53,647.93	45,346.23	47,625.87	57,883.23	10,257.36	21.54%
Sep	68,473.39	60,832.71	61,238.97	74,481.55	13,242.58	21.62%
Oct	80,258.83	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%
Dec	117,619.04	103,754.92	110,776.16	129,532.61	18,756.45	16.93%

**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	264,606.75	277,427.08	286,320.47	-4.00%
May	196,365.55	249,447.49	260,809.86	232,307.57	-10.83%
Jun	230,945.64	246,712.96	251,656.26	260,920.17	3.68%
Jul	213,497.75	217,028.15	252,877.65	253,323.24	0.18%
Aug	227,231.78	264,804.63	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	209,191.84	165,389.46	204,828.82	231,967.99	13.26%
Dec	202,412.94	166,100.98	246,057.51		

**Totals**    \$ 2,468,411.37    \$ 2,633,744.78    \$ 2,623,343.69    \$ 2,749,792.16



Mayor Posey commended the City's Finance Department for coming up with an idea instead of adding a new tax to rededicate an existing tax to address the needs of our community. If voter approved on April 9th, one-half (1/2) of the Sales Tax would remain in place for sewers and waterworks facilities. The other one-half (1/2) would be restricted to capital projects including streets, drainage, parks and recreation facilities, buildings and sewer and waterworks facilities. No new tax dollars are being requested. This proposition only calls for a rededication of an existing tax.

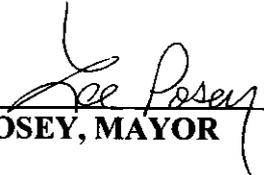
Mr. Pat Jones, Finance Director, presented the Council with the Finance Report. The General Fund summary as of December stated the revenues were at 50.04% and expenditures at 53.62%, with 58% of the budget year elapsed. The Utility Fund revenues were at 49.91% and expenditures at 55.78%. Sales Tax Collections were down 13.04% compared to last December and down 2.86% for the year to date. The TIF for December was down 5.99% compared to the last December with a year to date increase of 16.93%. Motor vehicle sales were up 13.26% above last November at this time.

The next scheduled City Council meeting will be February 8, 2016.

The City of Natchitoches offices will be closed Monday, February 15, 2016 in honor of President's Day.

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

The meeting was adjourned at 6:52 p.m.

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

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