

## NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing of the Natchitoches City Council of the City of Natchitoches will be held on Monday, February 22, 2016 at 5:00 p.m. at the Natchitoches Arts Center, 716 Second Street, Natchitoches, LA 71457 explaining Resolution No. 006 of 2016 for the re-dedication of the Water and Sewer Sales Tax for streets, drainage, water line replacement and recreation improvements.

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 FEBRUARY 22, 2016 5:30 P.M.

### A G E N D A

1. CALL TO ORDER
2. INVOCATION
3. PLEDGE OF ALLEGIANCE
4. READING AND APPROVAL OF THE MINUTES OF FEBRUARY 8, 2016
5. PROCLAMATION:  
#010 Nielsen Proclamation Declaring Friday, February 26, 2016 As Hardrick Rivers Day In The City Of Natchitoches.
6. PLANNING & ZONING – FINAL:  
#007 Stamey Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows:  
  
Lot 1 Block “K” Of East Natchitoches Subdivision From R-1 Residence to R-2 Residence Multi-Family to construct a duplex (315 East Second Street) Rand Metoyer.
7. ORDINANCES - INTRODUCTION:  
#008 Nielsen Ordinance Approving The Purchase Of A \_\_\_\_\_ Square Foot Tract Of Ground In **Town South Subdivision From Amos Payton, Jr., Et Al**, For The Consideration Fifteen Thousand Dollars, And Authorizing The Mayor Of The City Of Natchitoches, Lee Posey,

To Execute A Cash Sale Deed For The Purchase Of The Tract And All Related Documents, To Provide For Advertising, And A Savings Clause.

**#009 Mims** Ordinance Authorizing The Mayor Of The City To Enter Into An Intergovernmental Agreement With **Lasalle Corrections** To Provide Inmate Labor Services To The City For The Purpose Of Maintenance And Upkeep Of Public Street Rights Of Way And Other Public Property And Authorizing The Mayor To Sign The Contract On Behalf Of The City Of Natchitoches

**#010 Morrow** Ordinance Approving The Purchase Of Tract Of Lot 26 Of **Natchitoches Industrial Air Park** From C. Daniel Joseph Roque, Jr. For The Consideration Of Seventy Thousand Dollars, And Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute A Cash Sale Deed For The Purchase Of The Tract And All Related Documents, To Provide For Advertising, And A Savings Clause.

**#011 Stamey** Ordinance Amending The **2015-2016 Budget** To Reflect Additional Revenues And Expenditures.

8. **RESOLUTIONS:**

**#011 Payne** Resolution Authorizing The Mayor To Execute Change Order No. 1 to the Contract Between The City Of Natchitoches And Diamond Enterprise, Inc, For The **Amulet Street Elevated Tank Rehabilitation (Bid No. 0551)**.

**#012 Mims** Resolution Authorizing The Mayor To Advertise And Accept Bids For The **Chateau Saint Denis Parking Lot (Bid No. 0579)**.

9. **ANNOUNCEMENTS:**

- The next scheduled City Council meeting will be **March 14, 2016**.

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

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.

**PROCEEDINGS OF THE CITY COUNCIL  
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,  
REGULAR MEETING HELD ON  
MONDAY, FEBRUARY 22, 2016 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, February 22, 2016 at 5:30 p.m.

There were present:

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

Guests: None

Absent: None

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

Mayor Posey then called for the reading and approval of the minutes for the February 8, 2016 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Mr. Stamey the roll call vote was as follows:

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

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

**RESOLUTION NO. 010 OF 2016**

**A PROCLAMATION DECLARING FRIDAY, FEBRUARY 26, 2016 AS HARDRICK RIVERS DAY IN THE CITY OF NATCHITOCHE**

**WHEREAS**, Hardrick Rivers began playing music early in his life. At the age of 13, Hardrick began to study under and play with one of the masters of Louisiana music, Overton Owens also known as Dr. Drip Drop; and

**WHEREAS**, Hardrick joined Overton Owens and the Mustangs, which was formed during the late 1960's; and

**WHEREAS**, eventually, he formed his own group, the Lighthouse Crew which he left in 1992. In 1994, he formed a new group known as the Rivers Revue Band; and

**WHEREAS**, in 1996, a group of musicians decided to have a monthly jam session at Roque's Grocery in Natchitoches; Overton Owens joined many of these sessions; and

**WHEREAS**, from these jam sessions, grew the current Roque's Blues Band; and

**WHEREAS**, in 2001 Hardrick Rivers was inducted into the Louisiana Folklife Center's Hall of Master Folk Artists; and

**WHEREAS**, Hardrick worked hard in his early years to find his unique sound on the saxophone, and he has clearly succeeded; and

**WHEREAS**, over the past 30 years Hardrick has lived and performed in this area, and has unselfishly donated his talents to countless causes and fundraisers; and

**WHEREAS**, Hardrick has encouraged other young artists to pursue their dreams and follow their heart by teaching them to play and providing a venue; and

**WHEREAS**, the City of Natchitoches wishes to honor Hardrick Rivers for his success and sharing with us the joyful celebration of music.

**NOW, THEREFORE, I LEE POSEY**, Mayor and the Natchitoches City Council, hereby proclaim Friday, February 26, 2016 as:

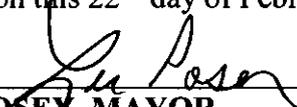
**HARDRICK RIVERS DAY**

In the City of Natchitoches to honor his limitless passion for music and incredible talents.

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 22<sup>nd</sup> day of February, 2016.

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

The following Ordinance was **withdrawn** at the request of Mr. Rand Metoyer at the February 22, 2016 City Council meeting.

**ORDINANCE NO. 007 OF 2016**

**AN ORDINANCE AMENDING ORDINANCE NO. 64 OF 2001 BY CHANGING  
ZONING CLASSIFICATION OF PROPERTY DESCRIBED AS FOLLOWS:**

Lot 1 Block "K" of East Natchitoches Subdivision from R-1 Residence to R-2 Residence Multi-Family to construct a duplex

**(315 East Second Street)**

**WHEREAS**, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of **February 2, 2016** that the application of **Rand Metoyer** to rezone the property described above from R-1 Residence to R-2 Residence Multi-Family to construct a duplex, be **DENIED**.

**THIS ORDINANCE** was introduced on February 8, 2016 and published in the *Natchitoches Times* on February 13, 2016.

Mr. Rand Metoyer addressed the Council stating he would like to withdraw his application and go back to Planning and Zoning to fill out an application asking for a variance to the property instead of his initial request of rezoning the property from a single family dwelling to a multi-family dwelling.

Mr. Johnny Roberson and Jermaine Winn both spoke in support of any project that will improve the neighborhood. They feel any improvement like this in this area will increase their property value and better Natchitoches as a whole.

Jacquelyn Stafford the addressed the Council stating there was no one in the neighborhood opposed to making improvements, but there were several who did not want a multi-family dwelling like a duplex. She will fully support a variance to the property for a single family dwelling unit.

Mr. Stamey and Mayor Posey both thanked Mr. Metoyer for his efforts in improving this neighborhood.

Ms. Morrow thanked Mr. Metoyer for a being a great business man and being willing to change the scope of his project to satisfy the neighbors in the community.

The following Ordinance was introduced by Mr. Nielsen at the Natchitoches City Council meeting held on February 22, 2016 as follows:

**ORDINANCE NUMBER 008 OF 2016**

**AN ORDINANCE APPROVING THE PURCHASE OF A 3,672 SQUARE FOOT TRACT OF GROUND IN TOWN SOUTH SUBDIVISION FROM AMOS PAYTON, JR., ET AL, FOR THE CONSIDERATION FIFTEEN THOUSAND DOLLARS, AND AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, LEE POSEY, TO EXECUTE A CASH SALE DEED FOR THE PURCHASE OF THE TRACT AND ALL RELATED DOCUMENTS, TO PROVIDE FOR ADVERTISING, AND A SAVINGS CLAUSE.**

**WHEREAS**, Amos Payton, Jr., Lloyd Henry Payton, Sr., Lavern Payton, Daymon Leroy Payton, Dennis Ray Payton, Sr., Laura Sue Payton Foster, Felton Earl Payton, Sr., Carolyn Denise Payton, Betty Margret Forest, Melissa Payton Roberson, Carl Renee' Remo, Amos Payton, III, Adrian Payton, Darryl Washington and Shontrese Washington Arkansas (sometimes hereinafter collectively referred to as "Payton") are the owners of a certain tract of land situated and located in Town South Subdivision, Unit Number 1, which is adjacent to the right of way for the K. C. S. Railroad and which is more fully described as follows, to-wit:

That certain lot or plot of ground in the City of Natchitoches, Louisiana, together with all buildings and improvements thereon situated, being more particularly described as Lot 2 of Block E of Town South Subdivision, Unit 1, as shown on a plat of survey by A. J. Brouillette, Registered Surveyor, dated April 15, 1971, and recorded in map Book 1, page 528 of the records of Natchitoches Parish, Louisiana.

**WHEREAS FURTHER**, the City of Natchitoches (sometimes hereinafter "City") had previously negotiated the purchase of a portion of the above described property, and said purchase was approved by Ordinance Number 061 of 2015, but the City has since determined that while the appraisal was for a strip of ground being 21 feet wide, the strip to be acquired is actually more than 23.5 feet wide; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches has been provided with a copy of Addendum #1 to the original appraisal, prepared by C. E. Dranquet, State Certified Real Estate Appraiser, 304 University Parkway, Natchitoches, Louisiana 71457, dated February 11, 2015, which reflects that the value of the 23.5 foot strip is \$15,000.00; and

**WHEREAS FURTHER**, the City has negotiated with Payton for the purchase of a portion of the above described property which said tract to be purchased is described as follows, to-wit:

That certain piece, parcel or tract of land situated and located in the City and Parish of Natchitoches, Louisiana, being 3,672 square feet, more or less, and being more fully shown and depicted as Lot 2B on a plat of survey dated October 29, 2015, prepared by Robert Lynn Davis, P.L.S., and entitled "A Resubdivision of Lots 1 & 2, of Block "E" of Town South Subdivision, located in the City of Natchitoches, in Sections 72, 73, and 74, Township 9 North, Range 7 West, Louisiana Meridian, Natchitoches Parish, Louisiana".

(sometimes hereinafter referred to as "Subject Property")

**WHEREAS FURTHER**, has negotiated with Payton for the purchase of the Subject Property for the sum and price of \$15,000.00; 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 City of Natchitoches and its citizens in order to provide an alternate route for emergency response vehicles to Town South Subdivision and Pierson Subdivision; 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 Subject Property from Payton for the sum of \$15,000.00; 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 Ordinance Number 061 of 2015 be recalled and set aside.

II. 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:

That certain piece, parcel or tract of land situated and located in the City and Parish of Natchitoches, Louisiana, being 3,672 square feet, more or less, and being more fully shown and depicted as Lot 2B on a plat of survey dated October 29, 2015, prepared by Robert Lynn Davis, P.L.S., and entitled "A Resubdivision of Lots 1 & 2, of Block "E" of Town South Subdivision, located in the City of Natchitoches, in Sections 72, 73, and 74, Township 9 North, Range 7 West, Louisiana Meridian, Natchitoches Parish, Louisiana".

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 22nd day of February, 2016, and that a public hearing be called for at the next regular meeting of the City Council which will be held on the 14th day of March, 2016.

## CASH SALE DEED

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

**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:

AMOS PAYTON, JR., surviving spouse of Lillie Mae Alex Payton, a resident of Natchitoches Parish, Louisiana, with mailing address of 102 Harry Drive, Natchitoches, Louisiana 71457;

LLOYD HENRY PAYTON, SR., represented herein by Anitra Payton Williams, agent and attorney in fact, by POA

LAVERN PAYTON, a single woman, a resident of Natchitoches Parish, Louisiana, with mailing address of 400 Lakeview Drive, Apt. 4220, Natchitoches, Louisiana 71457;

DAYMON LEROY PAYTON, a married man whose wife's name is Becky Payton, a resident of Natchitoches Parish, Louisiana, with mailing address of 415 Bonnette Street, Natchitoches, Louisiana 71457;

DENNIS RAY PAYTON, SR., a married man whose wife's name is Rose Marie Payton, a resident of Natchitoches Parish, Louisiana, with mailing address of 1543 Grace Avenue, Natchitoches, Louisiana 71457;

LAURA SUE PAYTON FOSTER, a married woman whose husband's name is Robert Foster, a resident of Natchitoches Parish, Louisiana, with mailing address of 142 Kingston Drive, Natchitoches, Louisiana 71457;

FELTON EARL PAYTON, SR., a married man whose wife's name is Martha Payton, a resident of the State of Texas, with mailing address of 9603 Potters Point, Helotes, Texas 78023;

CAROLYN DENISE PAYTON, a single woman, a resident of

BETTY MARGRET FOREST, a single woman, a resident of Natchitoches Parish, Louisiana, with mailing address of Post Office Box 416, Natchez, Louisiana 71456;

MELISSA PAYTON ROBERSON, a single woman, a resident of

CARLA RENÉE REMO, a married woman whose husband's name is Russell Remo, a resident of Natchitoches Parish, Louisiana, with mailing address of 304 Cedar Grove Drive, Natchitoches, Louisiana 71457;

AMOS PAYTON, III, a married man whose wife's name is Rowena Owens Payton, a resident of Natchitoches Parish, Louisiana, with mailing address of 349 White Oak Lane, Natchitoches, Louisiana 71457;

ADRIAN PAYTON, a married man whose wife's name is Ranetta Payton, a resident of the State of Mississippi, with mailing address of 14410 Autumn Chase, Gulf Port, Mississippi 39503;

DARRYL WASHINGTON, a single man, a resident of Caddo Parish, Louisiana, with mailing address of 9216 Simpson Road, Shreveport, Louisiana 71129;

SHONTRESE WASHINGTON ARKANSAS, a married woman whose husband's name is Dewayne Arkansas, a resident of Caddo Parish, Louisiana, with mailing address of 6201 Bert Kouns Industrial Loop, Lot 210, Shreveport, Louisiana 71129;

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

who declared that they do, 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 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 061 of 2015

(sometimes hereinafter referred to as "PURCHASER")

the following described property, to-wit:

That certain piece, parcel or tract of land situated and located in the City and Parish of Natchitoches, Louisiana, being 3,672 square feet, more or less, and being more fully shown and depicted as Lot 2B on a plat of survey dated October 29, 2015, prepared by Robert Lynn Davis, P.L.S., and entitled "A Resubdivision of Lots 1 & 2, of Block "E" of Town South Subdivision, located in the City of Natchitoches, in Sections 72, 73, and 74, Township 9 North, Range 7 West, Louisiana Meridian, 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 **Fifteen Thousand Hundred and 00/100 (\$15,000.00)**, 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 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 \_\_\_\_ day of \_\_\_\_\_, 2016.

**ATTEST:**

\_\_\_\_\_  
Sarah J. O'Bannon

\_\_\_\_\_  
**Amos Payton, Jr.**  
SS# xxx-xx-\_\_\_\_\_

\_\_\_\_\_  
Geneva B. Settle

\_\_\_\_\_  
**Damon Payton**

\_\_\_\_\_  
**Payton**  
SS# xxx-xx-\_\_\_\_\_

**CITY OF NATCHITOCHEs**

\_\_\_\_\_  
**By: Lee Posey, Mayor**

\_\_\_\_\_  
**DANIEL T. MURCHISON, JR.**  
**NOTARY PUBLIC**  
**Bar Roll No. 20307**



The following Ordinance was introduced by Mr. Mims at the Natchitoches City Council meeting held on February 22, 2016 as follows:

**ORDINANCE NO. 009 OF 2016**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH LASALLE CORRECTIONS TO PROVIDE INMATE LABOR SERVICES TO THE CITY FOR THE PURPOSE OF MAINTENANCE AND UPKEEP OF PUBLIC STREET RIGHTS OF WAY AND OTHER PUBLIC PROPERTY AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT ON BEHALF OF THE CITY OF NATCHITOCHES**

**WHEREAS**, the City of Natchitoches adopted Ordinance Number 25 of 2015, approving and agreement with Corrections Corporation of America Winn Correctional Center (hereinafter referred to as "CCA") to provide inmate labor services to the City of Natchitoches; and

**WHEREAS FURTHER**, Winn Correctional Center is now operated by LaSalle Corrections, and the agreement executed between the City and CCA has expired under its own terms, as the agreement provided that the agreement would automatically terminate if CCA ceased operating Winn Correctional Center; and

**WHEREAS FURTHER**, LaSalle Corrections is now operating Winn Correction Center, and LaSalle Corrections, Winn Correctional Center, a Unit of the Department of Public Safety and Corrections, State of Louisiana, (hereinafter referred to as "LaSalle"), is empowered to provide inmate labor for services to various municipalities and political subdivisions of the State; and

**WHEREAS FURTHER**, the City of Natchitoches (hereinafter referred to as "City") deems it to be in the best interest of the City to contract with LaSalle for the use of inmate labor, from time to time, for the purpose of maintaining its public streets, rights-of-way, and other public property, involving primarily grass cutting, cleaning of debris, litter abatement, and general upkeep of public grounds and trees, and

**WHEREAS FURTHER**, Louisiana R.S. 15:836 provides specifically that LaSalle can cooperate with public agencies and officials including the entering in to agreements with such agencies; and

**WHEREAS FURTHER**, the City is authorized to enter into such intergovernmental agreements with other political subdivisions of the State by its Home Rule Charter of 1975, and by the general law of this State; and

**WHEREAS FURTHER**, the City Council deems it to be in the best interest of the City to enter into an agreement with LaSalle for the purpose of obtaining inmate labor to help with the general maintenance and upkeep of city streets and public ways; and

**WHEREAS FURTHER**, the contract with CCA will greatly increase the manpower for the purpose of maintaining these city thoroughfares, rights-of-way, and other public property, which will enhance the general appearance of the City, as well as the general welfare and safety of its citizens; and

**WHEREAS FURTHER**, it is the opinion of the Mayor and City Council, the proposed contract will be in the best economic interest of the City; and

**WHEREAS FURTHER**, the proposed contract has been reviewed by the City and approved in form,

**NOW THEREFORE, BE IT ORDAINED** that the Mayor, Lee Posey, be and he is hereby authorized and empowered to enter into the proposed contract with LaSalle, under the terms and conditions set forth in the sample agreement which has been furnished to the City, under the terms and conditions set forth therein, with the understanding that the Contract can be canceled upon mutual agreement of the parties at any time.

**BE IT FURTHER ORDAINED** that the Mayor is hereby authorized and empowered to execute the proposed Contract on behalf of the City, and is further empowered to make such changes, corrections, or additions to the Contract that may be in the best interest of the City.

INTERAGENCY AGREEMENT BETWEEN  
 LOUISIANA DEPARTMENT OF PUBLIC SAFETY & CORRECTIONS  
 LASALLE CORRECTIONS (WINN CORRECTIONAL CENTER)  
 AND  
 THE CITY OF NATCHITOCHE

<b>Agency Name: The City of Natchitoches</b>	<b>Agency Address: P.O. Box 37 Natchitoches, LA 71457</b>
<b>Agency Contact: Lee Posey, Mayor</b>	<b>Tax ID Number: 72600931 00</b>
<b>Beginning Date: November 1, 2015</b>	<b>Ending Date: October 31, 2018</b>

This Contract is made and entered into by and between the Louisiana Department of Public Safety and Corrections, LaSalle Corrections /Winn Correctional Center ("LaSalle/Winn Correctional Center"), hereinafter referred to as Department and represented by James M. Le Blanc, Secretary, LA DPS&C, and represented by Keith DeVille, Warden for LaSalle/Winn Correctional Center, and The City of Natchitoches hereinafter referred to as Agency or City and represented by Lee Posey, Mayor.

WHEREAS La. R.S. 15:832 authorizes the Department to enter into contractual agreements for the use of inmate labor by any department, board, commission, or agency of this state responsible for the conservation of natural resources or the construction and maintenance of public works. La. R.S. 15:836 authorizes the Department to enter into agreements with other departments of this state or any political subdivision thereof, with private agencies and with the federal government with respect to the discharge of their respective responsibilities.

**DESCRIPTION OF SERVICES TO BE PROVIDED:** (Include description of work to be performed; number of inmates required to perform the work for Agency; number of correctional security officers required to supervise the work performed; number of hours worked per day, days worked, supplies, food or other items to be supplied by the Department, etc.)

LaSalle/Winn Correctional Center will provide a work crew comprised of up to eight (8) inmates, with the option for an additional crew or enlarged crew, to work for the City to assist in the cleaning of debris and general upkeep of grounds and trees and also of the City's streets, alleys, rights of way, and other public properties. One correctional officer will supervise the inmate work crew as necessary to handle and control the one (1) unit, with an additional correctional officer if an additional crew or enlarged crew is provided.

In the event of an emergency situation involving the security of the correctional facility, the Department of Public Safety and Corrections/LaSalle/Winn Correctional Center may immediately suspend the terms of this agreement during the existence of the emergency without prior notice of the City of Natchitoches. The Mayor of the City of Natchitoches shall be

informed of such suspension as soon as it is practicable.

**AGENCY AGREEMENT:** When inmates are assigned to work for the Agency, the following agreements are made by the Agency:

1. To assign fully qualified and experienced employees to provide the technical directions for any LaSalle work supervisor on all programs undertaken within the terms of this agreement.
2. Advise its personnel that they shall not mail or deliver letters for inmates, barter, gamble, or furnish money, alcohol, drugs or tangible goods to any inmate or LaSalle employee, nor furnish any other items or substance prohibited by LaSalle.
3. Reimburse LaSalle/Winn Correctional Center for the salary and related benefits of one (1) correctional security officer that will supervise this crew, and additional officers, if required for supervision.
4. Provide all essential tools, equipment, safety equipment and/or specialty protective clothing, training, and material to conduct the project work to be performed by the inmates except when agreed upon in advance that LaSalle will furnish all or part of the tools, equipment and materials for specified projects. Provide all equipment and training to inmates as necessary for the performance of the work.
5. Provision of lunch for the inmates is the responsibility of the Agency.
6. Agrees to furnish transportation, namely to 12 to 16 passenger van, to transport crew from work center to the work site and return to the work center. The Agency will furnish all fuel and maintenance of the vans.
7. Key employees of the Agency that supervise or otherwise work inmates be required to attend training sessions on rules and procedures dealing with inmates at a mutually agreed upon time between both parties.

**DEPARTMENT AGREEMENT:** LaSalle/Winn Correctional Center: When inmates are assigned to work for the Agency, the following agreements are made by LaSalle/Winn Correctional Center.

1. Furnish up to eight (8) inmates from LaSalle/Winn Correctional Center. Be responsible for transportation from LaSalle/Winn Correctional Center to the Agency's work center.
2. Furnish one (1) correctional officer as necessary to handle and control one (1) unit.
3. Provide all necessary medical attention, including first aid, on the work projects and shall provide the City of Natchitoches written instructions outlining the procedure that LaSalle/Winn Correctional Center desires to have followed in case of serious injury

to or illness of inmates while on work projects.

4. At all times, have full jurisdiction over and be responsible for discipline and control of inmates assigned for the City of Natchitoches under this agreement and shall provide the necessary security personnel to accompany crew while on project work.
5. In connection with the performance of work under this agreement, not to discriminate against any inmate because of age, sex, sexual orientation, race, religion, color, or national origin.
6. Meet the compliance requirements of Executive Order 11755.
7. Submit periodic billing for all reimbursable expenses to the City of Natchitoches, Attention: Patrick Jones, Finance Director, P. O. Box 37, Natchitoches, LA 71457.
8. Upon request and if available, provide an additional work crew of up to eight (8) inmates from LaSalle/Winn Correctional Center. Be responsible for transportation of additional crew from LaSalle/Winn Correctional Center to the Agency's work center.
9. Furnish an additional correctional officer as necessary to handle and control any additional work crew.

**IT IS MUTUALLY AGREED:** LaSalle/Winn Correctional Center and The City of Natchitoches: When inmates are assigned to work for the Agency, the following agreements are made mutually by La Salle/Winn Correctional Center and the City of Natchitoches.

1. Work to be performed will be based on the needs of the City of Natchitoches and shall be agreed upon by both parties in the annual work.
2. That nothing in this agreement shall be construed as obligating the City of Natchitoches to expend, or as involving the City of Natchitoches in any appropriations authorized by law and any appropriations authorized by law and administratively made available for this work.
3. That no employee or elected official of the City of Natchitoches shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
4. The City of Natchitoches personnel shall submit progress reports on the inmate under their technical administration upon request by LaSalle. The City shall not be liable for the misconduct, unauthorized absence of inmates, sickness, accidents or death of individuals, engaged in any activity conducted under this agreement, unless caused by the negligence of the City, its employees or agents.

## **SPECIAL CONDITIONS:**

The Agency understands and agrees that the following special conditions of the contract exist for the benefit of the institution, the employees and the inmates and agrees to abide by said special conditions contained herein. Agency understands and agrees that violation of any of the following special conditions shall be cause for cancellation of this contract with thirty (30) day written notice by the Department.

Abuse of Inmates: No Agency shall abuse an inmate for any reason. Forms of abuse included, but are not limited to:

1. Verbal abuse in which racial or ethnic slurs, profanity or other insulting remarks are used.
2. Damaging, destroying, or otherwise abusing an inmate's belongings through willful act or gross negligence.

Contraband: Unless authorized, intoxicating liquors, weapons, substances defined in the Uniform Controlled Dangerous Substance Law, or any other article, substance, or thing that may reasonably be considered to endanger security shall not be brought onto, possessed, or stored on any part of a correctional facility or where inmates are assigned to work or may reasonably have unsupervised access. Authorized exceptions are, for example, when firearms are issued for performance of duty, or handling of drugs by pharmacists or other authorized personnel. Louisiana R.S. 14:402 authorizes prosecution for "Introduction of Contraband".

Intoxication: No Agency staff may be in the presence of inmates when the odor or effects of alcohol or other intoxicants are noticeable.

In the event of any emergency situation involving the security of the penal institution or parish wherein the work crews perform, the Department may immediately suspend the terms of this agreement during the existence without prior notice to the Agency. The Agency shall be informed of such suspension as soon thereafter as is practical.

Upon completion of this agreement or if terminated earlier, all records, reports, worksheets or any other materials related to this agreement shall become the property of the Department.

During the effective period of this agreement, the Agency will strictly adhere to all federal state and local laws and institutional directives.

The Agency agrees that the Department and its employees and inmates are not responsible for damage or loss of equipment or supplies furnished by Agency nor for any damage that may occur to a building or work location, or other property of or under the control of the Agency.

Agency agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions and LaSalle Corrections and all the officers, agents, servants and employees, including volunteers of the above entities from

and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Agency, its agents, servants, and employees and any and all costs, expense and/or attorney fees incurred by the Agency as a result of any claim, demands, and/or causes of action except for those claims, demands and/or causes of action arising out of the negligence of the Department its agents, representatives, and/or employees. Agency agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claim, etc.) is groundless, false or fraudulent.

LaSalle/Winn Correctional Center does hereby agree to indemnify, hold harmless and defend the City against any claims against the City, its agents or assigns, for any personal injury, wrongful death or property damages which may occur due to the negligence or fault of employees of LaSalle/Winn Correctional Center or any inmate.

Any alterations, variations, modifications, waivers of provisions and amendments to this contract shall be valid only when they have been reduced to writing, duly signed by both parties and when required, approved by the Division of Administration and attached to the original of this contract.

This agreement may be canceled by either party with a written notice of its intention to cancel the contract to the other party 30 days prior to the effective date of cancellation.

The agreement will terminate automatically as of the date LaSalle ceases to operate Winn Correction Center.

It is understood that the inmate labor provided by LaSalle/Winn Correctional Center are not employees of the City of Natchitoches. It is also understood that the inmate labor provided herein is not authorized to work on or perform any duties, which are under the duties of the employees/maintenance workers of the City of Natchitoches. Further, a request shall not be made for such inmate labor unless it has been certified, in writing, that there are no free workers displaced because of inmate labor used. Inmates placed under this program are not Federal employees for the purpose of law administered by the Officer of Personnel Management and do not have title to any Federal, State, or County benefits such as insurance, retirement or leave.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their authorized representative to execute this agreement;

\_\_\_\_\_, 2016  
James M. Le Blanc, Secretary                      Date  
Louisiana Department of Public  
Safety & Corrections

\_\_\_\_\_, 2016  
Keith DeVille Morgan, Warden                      Date  
LaSalle Corrections/Winn Correctional Center  
10 Burton Hills Blvd.  
Nashville, TN 37215

\_\_\_\_\_, 2016  
Lee Posey, Mayor                                      Date  
The City of Natchitoches

The following Ordinance was introduced by Ms. Morrow at the Natchitoches City Council meeting held on February 22, 2016 as follows:

**ORDINANCE NUMBER 010 OF 2016**

**AN ORDINANCE APPROVING THE PURCHASE OF TRACT OF LOT 26 OF NATCHITOCHEES INDUSTRIAL AIR PARK FROM C. DANIEL JOSEPH ROQUE, JR. FOR THE CONSIDERATION OF SEVENTY THOUSAND DOLLARS, AND AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEES, LEE POSEY, TO EXECUTE A CASH SALE DEED FOR THE PURCHASE OF THE TRACT AND ALL RELATED DOCUMENTS, TO PROVIDE FOR ADVERTISING, AND A SAVINGS CLAUSE.**

**WHEREAS**, Daniel Joseph Roque, Jr., (sometimes hereinafter referred to as "Roque") is the owner of a certain tract of land situated in the Natchitoches Industrial Air Park being situated adjacent to property currently owned by the City of Natchitoches (sometimes hereinafter referred to as "City"); and

**WHEREAS FURTHER**, the City has negotiated the purchase of the property owned by Roque, which said tract is more fully described as follows, to-wit:

**THAT CERTAIN PARCEL, LOT OR TRACT OF LAND**, together with all buildings and improvements situated thereon, located in Sections 75, 76 and 87, Township 9 North, Range 7 West, situated in the Natchitoches Air Industrial Park, and being more particularly described as follows:

Lot 26 of the Natchitoches Air Industrial Park and being more particularly shown on a Survey by Bernard & Thomas Engineering, Inc. of Baton Rouge, Louisiana, said plat being dated March 13, 1989, and filed of record at Map Slide No. 306-A of the Records of Natchitoches Parish, Louisiana.

Subject to the Restrictive Covenants affecting the property known as Natchitoches Air Industrial Park, dated August 1, 1995, recorded in Conveyance Book 508, page 52 of the Records of Natchitoches Parish, Louisiana.

Also subject to any utility easements shown on the above described survey.

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

**WHEREAS FURTHER**, the Subject Tract was acquired by Roque from the City by deed dated November 1, 2004, and recorded at Conveyance Book 585, page 449; and

**WHEREAS FURTHER**, the City has a need to acquire the Subject Tract in order to complete its planned animal shelter and provide for future expansions to same; and

**WHEREAS FURTHER**, the City has reached an agreement with Roque to the purchase of the above described property for the sum and price of \$70,000.00; 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 City in order to provide for the completion and future use and operation of the animal shelter, 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 Subject Tract from Roque for the sum of \$70,000.00; 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 December 21, 2015, which supports the consideration to be paid by the City of Natchitoches; and

**WHEREAS FURTHER**, it is acknowledged that the appraisal by Dranguet is for a five acre tract of land when in fact the Subject Tract is a three acre tract of land, and that this approach was used due to the fact that when the City conveyed the Subject Tract to Roque it was understood by Roque that he was acquiring a five acre tract and that the sales price in the deed was based on a five acre tract; and

**WHEREAS FURTHER**, there are multiple surveys depicting the Natchitoches Air Industrial Park, two of which depict Lot 26 as five acres and one which depicts Lot 26 as three acres; and

**WHEREAS FURTHER**, the survey referenced in the description contained in the deed to Roque is the most recent recorded survey of the Natchitoches Air Industrial Park and depicts Lot 26 as a three acre tract, and it is believed that the one of the other surveys was used when negotiations were occurring between Roque and the City; and

**WHEREAS FURTHER**, due to the mistake as to acreage in the negotiations, the fact that the consideration in the deed from the City to Roque was based on five acres, and the desire of the parties to avoid litigation, the parties have agreed to base the consideration for the repurchase by the City on a five acre tract; 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 Subject Tract 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:

**THAT CERTAIN PARCEL, LOT OR TRACT OF LAND**, together with all buildings and improvements situated thereon, located in Sections 75, 76 and 87, Township 9 North, Range 7 West, situated in the Natchitoches Air Industrial Park, and being more particularly described as follows:

Lot 26 of the Natchitoches Air Industrial Park and being more particularly shown on a Survey by Bernard & Thomas Engineering, Inc. of Baton Rouge, Louisiana, said plat being dated March 13, 1989, and filed of record at Map Slide No. 306-A of the Records of Natchitoches Parish, Louisiana.

Subject to the Restrictive Covenants affecting the property known as Natchitoches Air Industrial Park, dated August 1, 1995, recorded in Conveyance Book 508, page 52 of the Records of Natchitoches Parish, Louisiana.

Also subject to any utility easements shown on the above described survey.

**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 22<sup>nd</sup> day of February, 2016, and that a public hearing be called for at the next regular meeting of the City Council which will be held on the 14<sup>th</sup> day of March, 2016.

## CASH SALE DEED

STATE OF LOUISIANA

PARISH OF NATCHITOCHEES

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

**Daniel Joseph Roque, Jr.**, a single man and a resident of Natchitoches Parish, with mailing address of Post Office Box 11, Cloutierville, Louisiana 71416

who declared that he 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 Lee Posey, duly authorized to act herein pursuant to Ordinance Number \_\_\_ of 2016, a copy of which is attached hereto

the following described property, to-wit:

**THAT CERTAIN PARCEL, LOT OR TRACT OF LAND**, together with all buildings and improvements situated thereon, located in Sections 75, 76 and 87, Township 9 North, Range 7 West, situated in the Natchitoches Air Industrial Park, and being more particularly described as follows:

Lot 26 of the Natchitoches Air Industrial Park and being more particularly shown on a Survey by Bernard & Thomas Engineering, Inc. of Baton Rouge, Louisiana, said plat being dated March 13, 1989, and filed of record at Map Slide No. 306-A of the Records of Natchitoches Parish, Louisiana.

Subject to the Restrictive Covenants affecting the property known as Natchitoches Air Industrial Park, dated August 1, 1995, recorded in Conveyance Book 508, page 52 of the Records of Natchitoches Parish, Louisiana.

Also subject to any utility easements shown on the above described survey.

**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 Seventy Thousand and 00/100 ----(\$70,000.00)--- Dollars, cash in hand paid, 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 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.

**STATE OF LOUISIANA  
PARISH OF NATCHITOCHEs**

**DONE AND PASSED** at my office in said Parish of Natchitoches, State of Louisiana, in the presence of Sarah J. Turpin and Geneva B. Settle, competent witnesses, and me, Notary Public, on this the \_\_\_\_\_ day of November, 2004.

**ATTEST:**

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

\_\_\_\_\_  
**Daniel Joseph Roque, Jr.**

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

**STATE OF LOUISIANA**

**PARISH OF NATCHITOCHES**

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

**ATTEST:**

**CITY OF NATCHITOCHES,  
LOUISIANA**

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

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

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

The following Ordinance was introduced by Mr. Stamey at the Natchitoches City Council meeting held on February 22, 2016 as follows:

**ORDINANCE NO. 011 OF 2016**

**AN ORDINANCE AMENDING THE 2015-2016 BUDGET TO REFLECT ADDITIONAL REVENUES AND EXPENDITURES**

**WHEREAS**, Louisiana Statute (R.S. 39: 1310-1311) requires that the City amend its operating budgets when fund balance is being budgeted, and there is a 5% unfavorable variance in revenues or expenditures.

**NOW, THEREFORE BE IT RESOLVED**, that the budget be amended to reflect these additional revenues and expenditures as follows:

	2015-16 Original Budget	Increase/ Decrease	2015-16 Amended Budget
<b><u>Fund 011: Hazard Tax Fund</u></b>			
011-0000-591-26-03 Repairs Buildings and Grounds	-	20,000	20,000
011-0000-591-90-03 Capital Assets - Vehicle	-	41,000	41,000
<b><u>Fund 012: Sales Tax Police</u></b>			
012-0000-591-11-12 FICA/Medicare	-	1,000	1000
012-0000-591-11-14 Workers Comp	-	2,000	2000
012-0000-591-20-01 Auditors	2,500	(2,500)	-
012-0000-591-20-17 Computer Software Maintenance	110,000	(21,700)	88,300
012-0000-591-26-03 Repairs Buildings and Grounds	5,000	28,700	33,700
012-0000-591-30-31 Materials & Supplies/Data Processing Equip.	2,000	9,500	11,500
<b><u>Fund 025: Drug Recovery Fund</u></b>			
025-0000-591-26-01 Vehicles	200	(200)	0
025-0000-591-26-03 Buildings and Grounds	5,500	(2,800)	2,700
025-0000-591-30-25 Mach/Equipment (Non Asset)	3,450	15,500	18,950
025-0000-591-30-29 Computer Software	0	995	995
025-0000-591-35-36 Informant Fees	1,000	3,600	4,600
025-0000-591-35-38 Printing & Binding	0	500	500
025-0000-591-40-02 Travel/PerDiem/Hotel	9,000	8,200	17,200
025-0000-591-90-02 Capital Asset/Machinery & Equip.	8,900	(5,295)	3,605
025-0000-591-90-51 Improvements/Buildings & Grounds	2,500	(2,500)	0
<b><u>Fund 026: LAC/Traffic Enforcement Program Fund</u></b>			
026-0000-591-30-25 Machinery & Equipment (Non-Asset)	-	7,000	7,000
<b><u>Fund 027: Prisoner Bond Release Fund</u></b>			
027-0000-591-30-13 Building & Ground Maintenance	-	4,335	4,335
027-0000-591-30-19 Ammo	-	2,100	2,100
027-0000-591-35-37 Dues	-	65	65
027-0000-591-40-02 Travel/Per Diem/Hotel	7,000	21,500	28,500
<b><u>Fund 040: Events Center Operations Fund</u></b>			
040-0000-591-20-04 Consultants	1,500	29,500	31,000
<b><u>Fund 054: Cane River Green Market</u></b>			

054-0000-481-23-00 Token Sales	1,500	10,000	11,500
054-0000-591-30-35 Vendor Coupon Remissions	2,500	10,000	12,500
<b><u>Fund 064: NW Law Enforcement Plan Agency</u></b>			
064-0000-591-40-02 Travel/Per Diem/Hotel	1,500	2,000	500
<b><u>Fund 068: HDDC Projects</u></b>			
068-0000-432-07-00 NHDDC Reimbursements	-	10,000	10,000
068-0000-591-90-51 Improvements - Buildings and Grounds	-	10,000	10,000
<b><u>Fund 071: Capital Improvement/Special</u></b>			
071-0000-591-20-04 Consultants	-	100,000	100,000
<b><u>Fund 072: Capital Improvement/Streets</u></b>			
072-0000-491-02-00 Transfer In/Utility Fund	300,000	300,000	600,000
072-0000-591-35-42 Licenses/Permits	-	1,000	1,000
072-0000-591-90-07 Capital Improvement/District 4	162,500	61,124	223,624
072-0000-591-90-08 Capital Improvement/District 1	162,500	62,124	224,624
072-0000-591-90-09 Capital Improvement/District 2	162,500	62,124	224,624
072-0000-591-90-10 Capital Improvement/District 3	162,500	62,124	224,624
072-0000-591-90-11 Capital Improvement/At-Large	162,500	62,124	224,624
072-0000-591-91-70 Sudbury Drainage Project	-	60,000	60,000
<b><u>Fund 073: Utility Improvement/CLECO</u></b>			
073-0000-591-90-14 Electric Distribution Equipment	-	20,000	20,000
<b><u>Fund 074: Capital Projects/Sales Tax</u></b>			
074-0000-591-20-13 Construction	-	700,000	700,000
074-0000-591-91-74 LA HWY 504 Water Main Replacement	-	75,000	75,000
<b><u>Fund 082: Debt Service - General Obligations</u></b>			
082-0000-591-45-84 Transfer to 2015 Revenue Note	-	199,750	199,750
<b><u>Fund 084: 2015 Revenue Note Reserve</u></b>			
084-0000-491-82-00 Transfer from Debt Service - Gen. Obligations	-	199,750	199,750
084-0000-591-50-03 Paying Agent Fees	-	199,750	199,750
<b><u>Fund 091: Economic Development Districts Fund</u></b>			
091-0000-591-20-13 Construction	-	26,000	26,000
091-0000-591-26-03 Repairs Buildings & Grounds	-	21,000	21,000
<b><u>Fund 093: Community Program Fund</u></b>			
093-0000-431-09-00 Grant	5,000	8,200	13,200
093-0000-442-14-00 Community Programs	150	6,000	6,150
093-0000-491-01-00 Transfers	-	10,095	10,095
093-0000-591-10-09 Part-time	-	11,100	11,100
093-0000-591-10-50 Overtime	-	1,300	1,300
093-0000-591-11-12 FICA/Medicare	-	1,700	1,700
093-0000-591-11-14 Workers Comp	-	600	600
093-0000-591-30-56 Art Adventures	150	5,550	5,400
093-0000-591-35-16 Promo/Improvement	-	995	995

**Fund 095: Construction Account - Chateau St. Denis**

095-0000-482-04-00 Debt Proceeds	-	2,000,000	2,000,000
095-0000-591-40-55 Chateau St. Denis Construction	-	2,000,000	2,000,000

**Fund 104: Multijurisdictional Task Force**

104-0000-591-11-12 FICA/Medicare	-	1,000	1,000
104-0000-591-11-14 Workers Comp	-	1,000	1,000
104-0000-591-11-16 Life Insurance	-	1,000	1,000

**Fund 113: University Gateway - Phase II**

113-0000-591-26-03 Repairs Buildings & Grounds	-	5,000	5,000
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**Fund 114: Downtown Parking**

114-0000-491-71-00 Transfer from Capital Improvements	250,000	100,000	350,000
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**Fund 125: Breda Town Park**

125-0000-591-20-03 Engineering Services	-	2,000	2,000
125-0000-591-20-13 Construction	-	11,000	11,000

**Fund 140: Airport Maintenance Projects**

140-0000-433-03-00 Airport Grant	126,487	1,700,000	1,826,487
140-0000-591-26-03 Repairs Buildings & Grounds	-	1,700,000	1,700,000

**Fund 143: Community Water Enrichment**

143-0000-432-09-00 State Grant	-	4,096	4,096
143-0000-591-20-13 Construction	-	4,096	4,096

**Fund 145: DOTD - HWY 1 South**

145-0000-591-20-13 Construction	200,000	500,000	700,000
			-

**Fund 206: Knock Knock Grant**

206-0000-432-09-00 Grant	10,695	8,977	19,672
206-0000-591-30-16 Tools and Equipment	-	994	994
206-0000-591-30-25 Machinery & Equipment (Non-Asset)	-	7,993	7,993

**Fund 213: BJA Byrne JAG/Tech Upgrades**

213-0000-433-09-00 Federal Grant	-	13,336	13,336
213-0000-591-30-25 Machinery & Equipment/Finance	-	13,336	13,336

**Fund 320: Supplies/Inventory Fund**

320-0000-591-35-29 Inventory/Over/Short	-	5,000	5,000
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The following Resolution was introduced by Mr. Payne and Seconded by Mr. Nielsen as follows, to-wit:

**RESOLUTION NO. 011 OF 2016**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONTRACT BETWEEN THE CITY OF NATCHITOCHEs AND DIAMOND ENTERPRISE, INC., FOR THE AMULET STREET ELEVATED TANK REHABILITATION**

**(BID NO. 0551)**

**WHEREAS**, the City of Natchitoches (CITY) awarded the bid to Diamond Enterprise, Inc., (CONTRACTOR) on April 27, 2015 by Ordinance No. 024 of 2015 in the amount of \$319,500.00 for the Amulet Street Elevated Tank Rehabilitation, (BID No. 0551); and,

**WHEREAS**, on February 1, 2016, CONTRACTOR issued Change Order No. 1, fully described in Attachment "A", and

**WHEREAS**, the contract sum will be increase by this Change Order No. 1 in the amount of \$13,640.00 and the revised contract total will be \$333,140.00; and,

**WHEREAS**, the project engineer, Randal Smoak of Cothren, Graff, Smoak Engineers, has recommended this change order; and

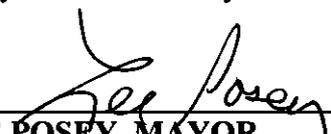
**WHEREAS**, the CITY is of the opinion that Change Order No. 1 is in the best interest of the CITY.

**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 execute the referenced Change Order No. 1 to the agreement between the City of Natchitoches and the contractor, Diamond Enterprise Inc.

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 22<sup>nd</sup> day of February, 2016.

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



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

**RESOLUTION NO. 012 OF 2016**

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE AND ACCEPT BIDS FOR THE CHATEAU SAINT DENIS PARKING LOT**

**(BID NO. 0579)**

**WHEREAS**, the City wishes to advertise for public bids for the Chateau Saint Denis Parking Lot (Bid No. 0579); 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 Tuesday, March 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

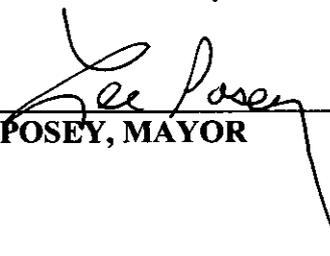
**WHEREAS**, upon receipt of proposals, the committee members consisting of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Randy LaCaze, Community Development Director and David Stamey, Councilman, are to review and make a recommendation of the bids received.

**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 22<sup>nd</sup> day of February, 2016.

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

**ADVERTISEMENT FOR BIDS**  
**and/or**  
**INSTRUCTIONS TO BIDDERS**

Sealed proposals for:

**CHATEAU SAINT DENIS PARKING LOT  
FOR THE CITY OF NATCHITOCHEES  
800 THIRD STREET, NATCHITOCHEES, LA 71457  
BID NUMBER 0579**

will be received and opened at 2:00 P.M., TUESDAY, MARCH 22, 2016 in the CITY OF NATCHITOCHEES PURCHASING OFFICE located at 1400 Sabine Street, Natchitoches, LA 71457. Bids will be addressed to THE CITY OF NATCHITOCHEES and will be publicly opened and read at the time and date above mentioned.

The successful Bidder will be required to enter into a contract with the above owner and to furnish all the materials, perform all of the work, supervise, coordinate, administrate and be responsible for the work.

A cashier's or certified check, payable without recourse to THE CITY OF NATCHITOCHEES or acceptable surety proposal bond in an amount equal to 5% and of the largest possible bid must accompany each bid as a guarantee that if awarded the contract, the bidder will promptly enter into a contract and execute bonds in forms as outlined in the Specifications. Performance and Payment Bonds in an amount of 100% of the contract will be required to be furnished by the successful bidder, and all costs in connection with such bonds shall be paid by the successful bidder.

Documents may be obtained from GraphX Digital Services, LLC, 107 Spring Street, Shreveport, Louisiana 71101, (318) 317-1000, upon receipt of a \$60.00 per set plan deposit. Deposit Checks shall be made payable to the CITY OF NATCHITOCHEES, for Job Number 15-06 - CHATEAU SAINT DENIS PARKING LOT, and sent to GraphX Digital Services, LLC, 107 Spring Street, Shreveport, Louisiana 71101. Copies of the Contract Documents and Specifications are on file and open to public inspection at the City of Natchitoches Purchasing Office located at 1400 Sabine Street, Natchitoches, La. 71457. Documents must be returned to GraphX Digital Services, LLC, 107 Spring Street, Shreveport, Louisiana 71101. 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 the receipt of bids. On other sets of documents furnished to bidders the deposit of (\$60.00) less the actual cost of reproduction and handling fee (\$42.00), will be refunded upon return of the documents no later than ten days after receipt of bids. The direct cost of reproduction for missing or damaged drawings (\$.90/sheet) and specifications (\$.10/page) will be deducted from the deposit.

Electronic bids may be submitted through [HTTPS://bidexpress.com](https://bidexpress.com). Bidders needing assistance with on-line bidding should call the Bid Express help line at (888) 352-2439. In addition, contractors shall be required to obtain a digital signature certificate prior to submitting bids on-line. The bid bond required for this project may be submitted on-line. If electronic bidding is utilized, a bid bond, if not submitted electronically, must be delivered by the Contractor to Mr. Edd Lee, Director of Purchasing in the City of Natchitoches Purchasing Office as specified above prior to the date and time of the bid opening.

A Pre-Bid Conference will be held at the Project Site located at 800 Third Street, Natchitoches, LA 71457, on Tuesday, March 15, 2016 at 2:00 P.M. The purpose of the pre-bid conference is to familiarize Bidders with the requirements of the project and the intent of the Contract Documents, and to receive comments and information from interested Bidders.

No revision of the Bidding Documents, made as a result of the pre-bid conference, shall be valid unless included in an addendum issued in accordance with Article 3 of the Instructions to Bidders.

The contractor shall certify that he is licensed under R.S. 37:2150-2164 and show his license number, classification, contract number and contract name on the bid envelope. The project shall be classified as BUILDING CONSTRUCTION, or HIGHWAY, STREET and BRIDGE CONSTRUCTION, and the contractor shall be licensed to do work under this classification.

By: Mr. Lee Posey, Mayor  
City of Natchitoches

Advertisement Dates: February 26, 2016  
March 4, 2016  
March 11, 2016

CITY OF NATCHITOCHES  
GENERAL FUND BUDGET REPORT  
AS OF JANUARY 2016

	CURRENT MONTH			YEAR TO DATE				
	TOTAL BUDGET 15/16FY	MONTHLY BUDGET *1	ACTUAL	(OVER) UNDER BUDGET	YTD ACTUAL	ENCUMBRANCES	UNREALIZED AVAILABLE BALANCE	PERCENT RECEIVED/EXPENSED
<b>REVENUE</b>	14,815,545	1,234,629	1,342,695	108,066.23	8,756,068		6,059,477	59.10%
<b>EXPENDITURES</b>								
DEPARTMENT:								
CITY HALL / FINANCE	557,249	46,437	39,970	6,467.75	347,668	788	208,794	62.53%
COMMUNITY DEVELOPMENT	789,352	65,779	46,340	19,439.26	480,602	17,416	291,334	63.09%
PLANNING & ZONING	261,422	21,785	19,694	2,091.50	141,179	7,355	112,889	56.82%
FIRE DEPARTMENT	3,297,312	274,776	257,439	17,336.95	1,953,623	6,674	1,337,015	59.45%
POLICE DEPARTMENT	4,966,155	413,846	324,958	88,888.49	2,750,277	15,680	2,200,198	55.70%
ANIMAL SHELTER	163,330	13,611	9,091	4,520.16	85,686	247	77,397	52.61%
PURCHASING	265,614	22,135	20,384	1,750.60	183,220		82,394	68.98%
CITY GARAGE	251,979	20,998	18,112	2,886.74	168,991		82,988	67.07%
RECREATION *2	766,350	63,863	38,218	25,644.15	518,369	25,637	222,344	70.99%
PUBLIC WORKS	1,311,180	109,265	91,867	17,398.18	912,856	7,650	390,674	70.20%
INDIRECT EXPENSE	2,031,765	169,314	124,386	44,927.33	1,255,587	11,500	764,678	62.36%
PROGRAMMING & PROMOTIONS	153,837	12,820	9,897	2,922.47	85,119	772	67,946	55.83%
TOTAL GENERAL FUND	14,815,545	1,234,629	1,000,355	234,273.58	8,883,177	93,718	5,838,650	60.59%

FOOTNOTES:

\*1 - 1/12th OF TOTAL BUDGET

\*2 - SEASONAL ACTIVITY

% BUDGET YEAR ELAPSED

67%

% BUDGET EXPENDED

61%

**CITY OF NATCHITOCHEES  
UTILITY (PROPRIETARY) FUND BUDGET REPORT  
AS OF JANUARY 31, 2016**

	CURRENT MONTH				YEAR TO DATE			
	TOTAL	MONTHLY	ACTUAL	(OVER)	YTD	ENCUM- BRANCES	UNREALIZED / AVAILABLE	PERCENT
	BUDGET 15/16 FY	BUDGET *1	BUDGET	UNDER BUDGET	ACTUAL	BALANCE	RECEIVED/ EXPENSED	
<b>REVENUE</b>	37,367,224	3,113,935	2,354,633	(759,302)	21,004,263		16,362,961	56.21%

**EXPENDITURES**

**DEPARTMENT:**

UTILITY ADMINISTRATION	438,133	36,511	27,278	9,233	236,726	551	200,857	54.16%
WATER	2,801,399	233,450	174,463	58,987	1,794,918	424,197	582,284	79.21%
SEWER	1,775,420	147,952	132,089	15,863	1,004,162	60,060	711,198	59.94%
ELECTRIC	22,113,134	1,842,761	1,518,134	324,628	11,657,575	1,421,847	9,033,712	59.15%
UTILITY BILLING	653,409	54,451	48,610	5,841	391,876	2,861	258,671	60.41%
INFORMATION TECH	337,629	28,136	66,026	(37,890)	189,784	7,625	140,220	58.47%
INDIRECT	9,248,100	770,675	816,841	(46,166)	6,421,889	2	2,826,209	69.44%
<b>TOTAL UTILITY FUND</b>	<b>37,367,224</b>	<b>3,113,935</b>	<b>2,783,440</b>	<b>330,495</b>	<b>21,696,930</b>	<b>1,917,143</b>	<b>13,753,151</b>	<b>63.19%</b>

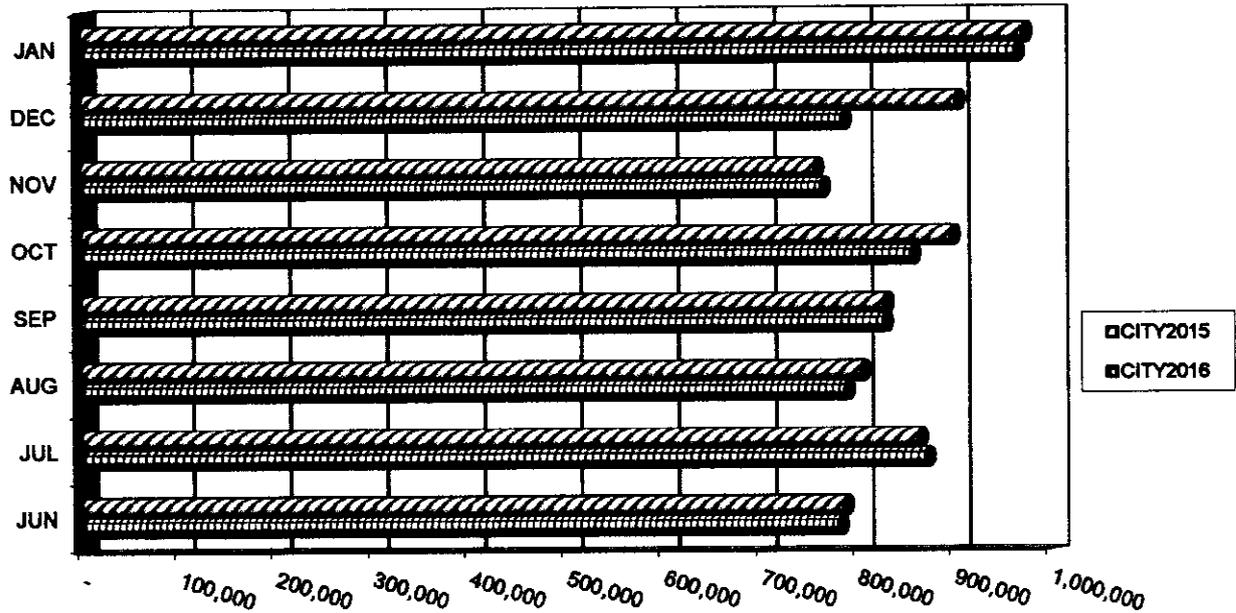
**FOOTNOTES:**

\*1 - 1/12th OF TOTAL BUDGET

% BUDGET YEAR ELAPSED      67%

% BUDGET EXPENDED      63%

# CITY OF NATCHITOCHEs FISCAL YEAR SALES TAX COLLECTIONS

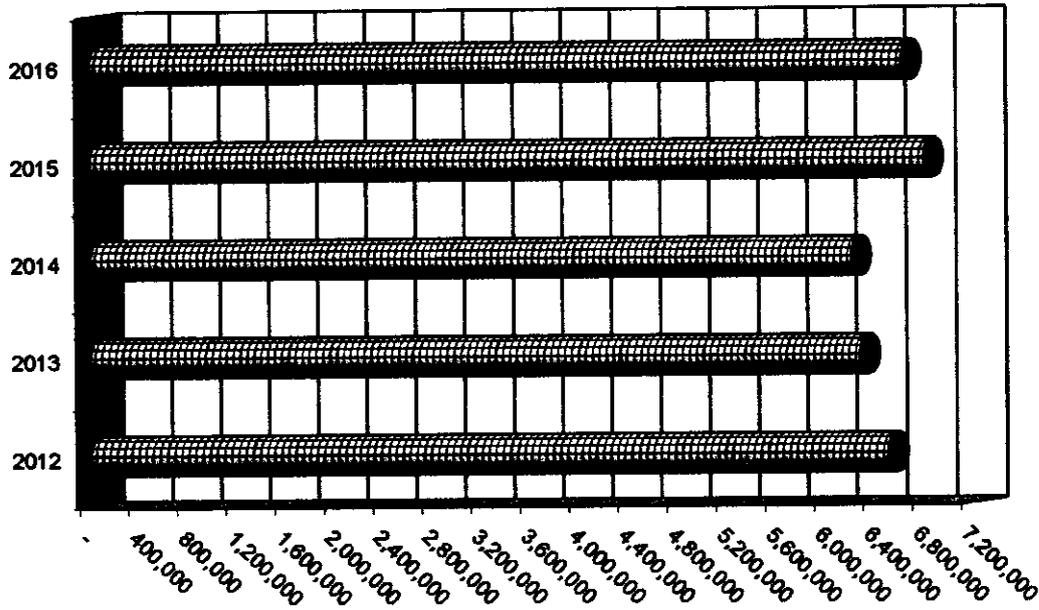


**REVENUE BY MONTHS**

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%
JAN	929,669	955,479	877,456	971,015	962,801	(8,214)	-0.85%

Prepared by: Natchitoches Tax Commission

# CITY OF NATCHITOCHEs FISCAL YEAR SALES TAX COLLECTIONS

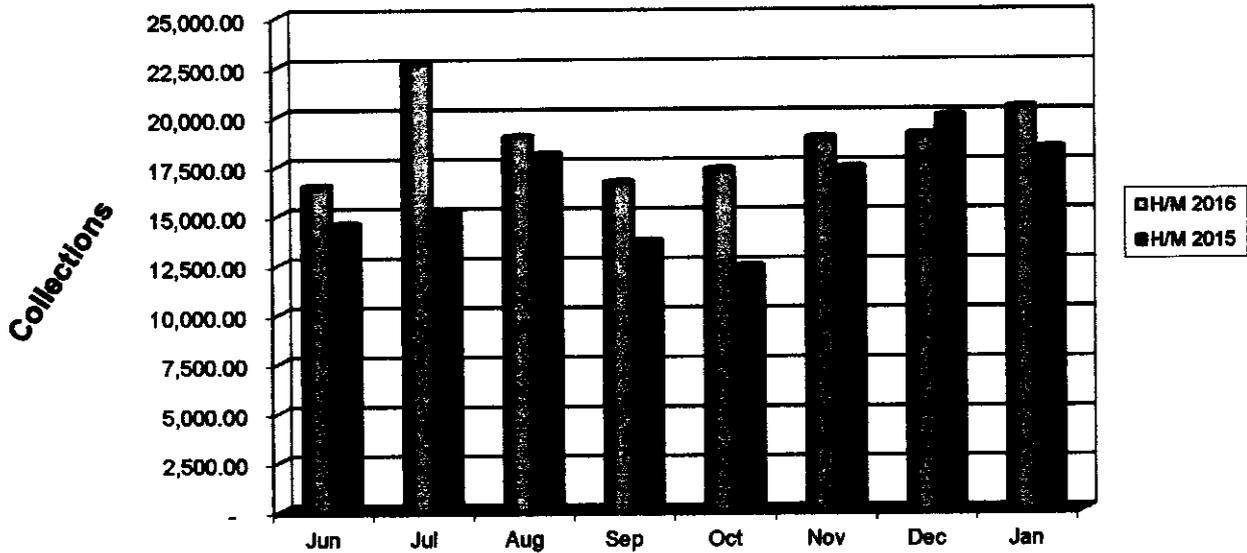


## REVENUE YEAR TO DATE

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%
JAN	6,515,613	6,292,318	6,226,093	6,804,701	6,629,623	(175,078)	-2.57%

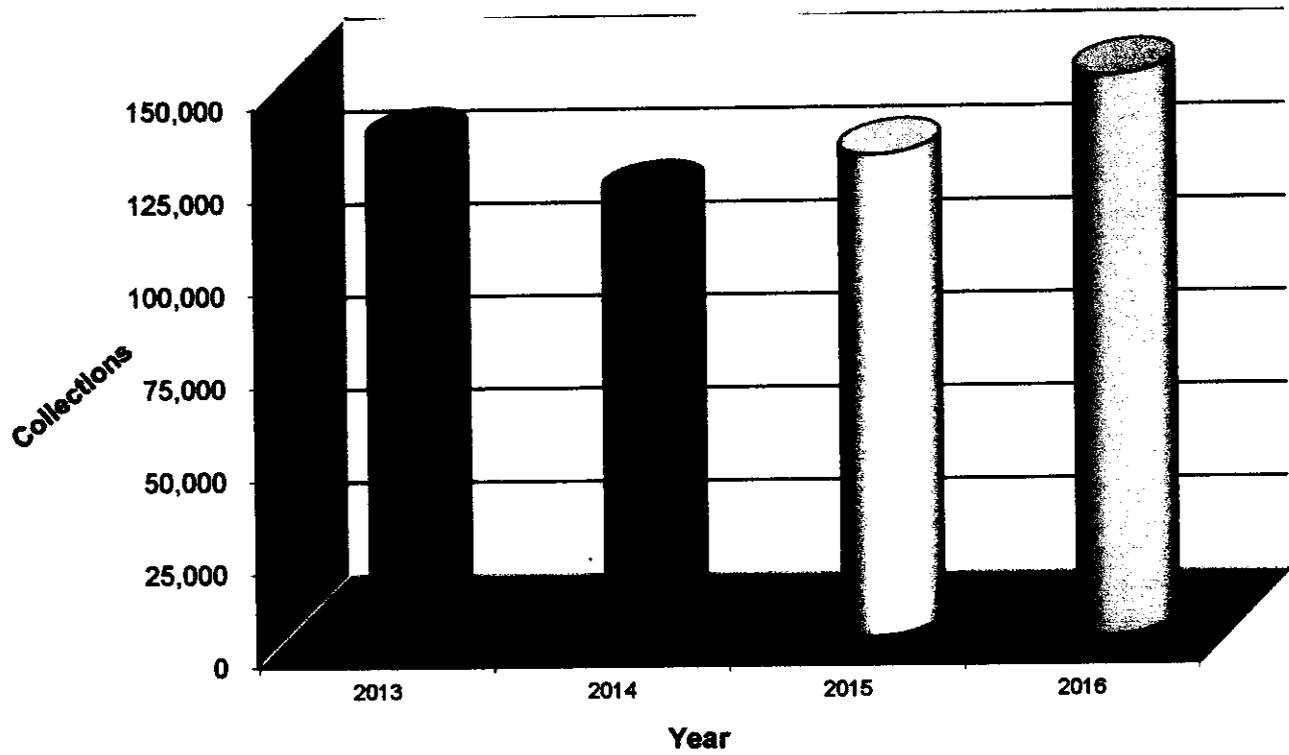
Prepared by: Natchitoches Tax Commission

## 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%
Jan	15,308.72	14,521.59	18,275.86	20,327.64	2,051.78	14.13%

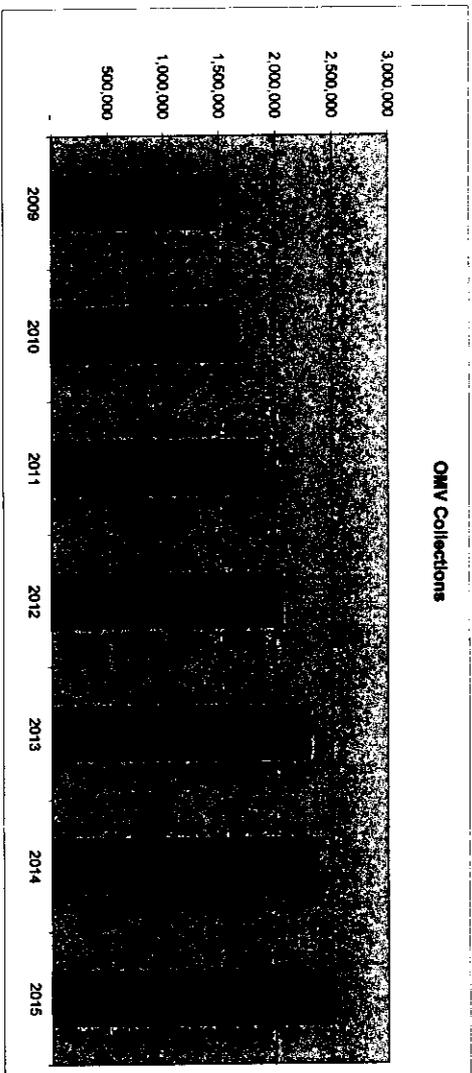
**City of Natchitoches  
TIF-2%**



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%
Jan	132,927.76	118,276.51	129,052.02	149,860.25	20,808.23	16.12%

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

Month/Year	2009	2010	2011	2012	2013	2014	2015	15 vs 14
Jan	126,616.65	145,283.06	168,051.63	164,467.36	174,514.52	205,655.35	227,683.49	10.71%
Feb	132,533.23	142,482.09	173,570.53	205,177.33	220,905.99	201,200.44	175,170.42	-12.94%
Mar	129,201.16	144,772.00	157,817.67	166,324.69	164,353.86	243,983.22	277,308.53	13.66%
Apr	140,633.11	194,621.00	239,582.86	217,732.82	264,608.75	277,427.08	286,320.47	-4.00%
May	155,345.06	177,689.00	190,990.40	196,365.55	249,447.49	260,809.86	232,307.57	-10.93%
Jun	146,560.54	194,623.00	192,184.32	230,945.64	246,712.96	251,656.26	260,920.17	3.69%
Jul	178,221.17	184,621.89	217,528.02	213,487.75	217,028.15	252,877.65	253,323.24	0.18%
Aug	162,474.98	164,616.09	177,404.48	227,231.78	284,804.63	217,781.53	316,294.39	45.23%
Sep	156,865.17	162,969.93	193,381.54	220,368.79	224,618.30	226,904.14	270,214.00	19.09%
Oct	166,099.20	173,620.93	179,172.54	214,695.08	253,263.37	234,151.83	237,261.89	1.33%
Nov	137,831.55	183,071.31	165,928.76	209,191.64	185,389.46	204,828.82	231,987.99	13.26%
Dec	114,885.57	160,468.75	186,507.49	202,412.94	198,100.98	246,057.51	245,342.57	-0.29%
<b>Totals</b>	<b>1,745,267.39</b>	<b>2,018,839.05</b>	<b>2,242,110.24</b>	<b>2,466,411.37</b>	<b>2,665,647.48</b>	<b>2,823,343.69</b>	<b>2,994,134.73</b>	<b>6.05%</b>



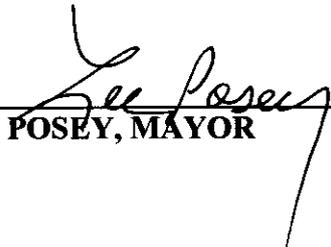
Month/Year	2009	2010	2011	2012	2013	2014	2015	15 vs 14
Jan	126,616.65	145,283.06	168,051.63	164,467.36	174,514.52	205,655.35	227,683.49	10.71%
Feb	132,533.23	142,482.09	173,570.53	205,177.33	220,905.99	201,200.44	175,170.42	-12.94%
Mar	129,201.16	144,772.00	157,817.67	166,324.69	164,353.86	243,983.22	277,308.53	13.66%
Apr	140,633.11	194,621.00	239,582.86	217,732.82	264,608.75	277,427.08	286,320.47	-4.00%
May	155,345.06	177,689.00	190,990.40	196,365.55	249,447.49	260,809.86	232,307.57	-10.93%
Jun	146,560.54	194,623.00	192,184.32	230,945.64	246,712.96	251,656.26	260,920.17	3.69%
Jul	178,221.17	184,621.89	217,528.02	213,487.75	217,028.15	252,877.65	253,323.24	0.18%
Aug	162,474.98	164,616.09	177,404.48	227,231.78	284,804.63	217,781.53	316,294.39	45.23%
Sep	156,865.17	162,969.93	193,381.54	220,368.79	224,618.30	226,904.14	270,214.00	19.09%
Oct	166,099.20	173,620.93	179,172.54	214,695.08	253,263.37	234,151.83	237,261.89	1.33%
Nov	137,831.55	183,071.31	165,928.76	209,191.64	185,389.46	204,828.82	231,987.99	13.26%
Dec	114,885.57	160,468.75	186,507.49	202,412.94	198,100.98	246,057.51	245,342.57	-0.29%
<b>Totals</b>	<b>1,745,267.39</b>	<b>2,018,839.05</b>	<b>2,242,110.24</b>	<b>2,466,411.37</b>	<b>2,665,647.48</b>	<b>2,823,343.69</b>	<b>2,994,134.73</b>	<b>6.05%</b>

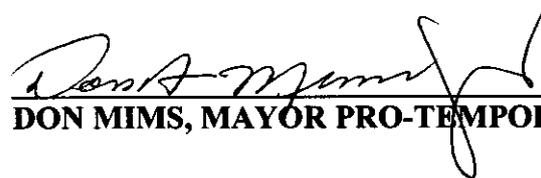
Mrs. Shawna Straub, Assistant Finance Director, presented the Council with the Finance Report. The General Fund summary as of January stated the revenues were at 59.10% and expenditures at 60.59%, with 67% of the budget year elapsed. The Utility Fund revenues were at 56.21% and expenditures at 63.19%. Sales Tax Collections were down 0.85% compared to last January and down 2.57% for the year to date. The TIF for January was up 14.13% compared to the last January with a year to date increase of 16.12%. Motor vehicle sales were up 6.05% for the year.

The next scheduled City Council meeting will be March 14, 2016.

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

The meeting was adjourned at 6:03 p.m.

  
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LEE POSEY, MAYOR

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