

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.

**NATCHITOCHEs CITY COUNCIL MEETING  
JANUARY 28, 2013  
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 JANUARY 14, 2013**
5. **ORDINANCES – INTRODUCTION:**
  - #002 Morrow** Ordinance Authorizing The Mayor Of The City Of Natchitoches, Louisiana, To Enter Into A Cooperative Endeavor Agreement With Northwestern State University Under Which Said Agreement For The Fire And Police Departments For The City Of Natchitoches Will Be Allowed to Use Facilities At Northwestern State University For Training, Education And Testing, Providing For A Term, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance
  - #003 Nielsen** Ordinance Authorizing The Designation Of An Area Within The Natchitoches Regional Airport For Use By The Natchitoches Police Department In Order To Provide On Site Security For The Natchitoches Regional Airport And Further Setting Forth The Duties Of That Person Or Person Designated By The Chief Of Police To Provide On Site Security At The Natchitoches Regional Airport, To Provide For Advertising, A Saving Clause And An Effective Date
  - #004 Mims** Ordinance Upon The Recommendations of The Purchasing Department, That The City of Natchitoches Enter Into A Lease Of A 29.7 Acre Tract In The Industrial Park For Hay Operations With M & M Farms Of Cane River, L.L.C., And Authorizing The Mayor, Lee Posey, To Execute Said Lease On Behalf Of The City Of Natchitoches, And To Provide For Advertising

6. **ORDINANCE - FINAL:**

**#001 Payne** Ordinance Authorizing The Mayor Of The City Of Natchitoches To Execute A 1<sup>st</sup> Amended Cooperative Endeavor Agreement Between The State Of Louisiana And The City Of Natchitoches, Louisiana For The South Natchitoches Drainage Project  
**(FP&C Project #50-MK9-09-01)**

7. **RESOLUTIONS:**

**#005 Stamey** Resolution Appointing Jared Dunahoe To The Natchitoches Historic District Commission For The City Of Natchitoches

**#006 Mims** Resolution Approving The Provisions Of Louisiana Revised Statute 33:2476.B(1)(c) For Members Of The Natchitoches Municipal Fire And Police Civil Service Board

**#007 Nielsen** Resolution Authorizing Mayor Lee Posey To Execute An Agreement With The Louisiana Office Of Community Development For The 2012-2013 Community Water Enrichment Fund Grant Application For Improvements To The Natchitoches Water System

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

9. **ANNOUNCEMENTS:**

The offices of the City of Natchitoches will be closed Monday, **February 18, 2013** in honor of President's Day

10. **ADJOURNMENT:**

**NOTICE TO THE PUBLIC**

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary.

If you wish to address the Council, please complete the "[Request to Address City Council](#)" form located on the entrance table.

**PROCEEDINGS OF THE CITY COUNCIL  
OF THE CITY OF NATCHITOCHEs, STATE OF LOUISIANA,  
REGULAR MEETING HELD ON  
MONDAY, JANUARY 28, 2013 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, January 28, 2013 at 5:30 p.m.

There were present:

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

Guests:

Absent: Councilman Larry Payne

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

Mayor Posey next brought the reading and approval of the minutes of the January 14, 2013 meeting. Mr. Nielson moved that we dispense with the reading of the minutes and approval of same. Seconded by Ms. Morrow. The roll call vote was as follows:

Ayes: Nielson, Mims, Stamey, Morrow.  
Nays: None.  
Absent: Payne.

The following Ordinance was Introduced by Ms. Morrow at the Natchitoches City Council meeting held on January 28, 2013 as follows:

**ORDINANCE NO. 002 OF 2013**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, LOUISIANA, TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH NORTHWESTERN STATE UNIVERSITY UNDER WHICH SAID AGREEMENT THE FIRE AND POLICE DEPARTMENTS FOR THE CITY OF NATCHITOCHEs WILL BE ALLOWED TO USE FACILITIES AT NORTHWESTERN STATE UNIVERSITY FOR TRAINING, EDUCATION AND TESTING, PROVIDING FOR A TERM, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.**

**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 Cooperative Efforts with other governmental agencies; and

**WHEREAS FURTHER**, Northwestern State University (sometimes hereinafter referred to as the "NSU") has facilities that are from time to time utilized by the Fire Department and Police Department of the City of Natchitoches for training, education and testing purposes; and

**WHEREAS FURTHER**, NSU desires to continue to allow the Fire Department and Police Department of the City of Natchitoches to use its facilities as set forth above, but desires to reduce the arrangement in writing in a Cooperative Endeavor Agreement; and

**WHEREAS FURTHER**, NSU has presented the attached Cooperative Endeavor Agreement (sometimes hereinafter referred to as "CEA") to the City Council of the City of Natchitoches for approval, and after reviewing same, the City Council approves same and desires to and does hereby authorize the Mayor, Lee Posey, to execute same on behalf of the City; and

**WHEREAS FURTHER**, the CEA is for a ten year period and provides for no cash consideration; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches has reviewed the attached Cooperative Endeavor Agreement and has approved the terms of same; 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 CEA with NSU will promote the 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 Cooperative Endeavor Agreement with Northwestern State University.

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

**Northwestern State University**

**COOPERATIVE ENDEAVOR AGREEMENT**

THIS COOPERATIVE ENDEAVOR, made and entered into this *first* day of *September*, 2012 by and between *Northwestern State University*, hereinafter referred to as the "State", and *The City of Natchitoches* officially domiciled at *700 Second Street, Natchitoches La, 71457* hereinafter referred to as the "Contracting Party."

WITNESSETH:

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions ... may engage in cooperative endeavors with each other ...; "and

WHEREAS, the agency desires to cooperate with the Contracting Party in the implementation of the Project as hereinafter provided;

WHEREAS, the public purpose is described as:

*The City of Natchitoches' Fire and Police Departments will use Northwestern State University's Facilities for training, education, and testing purposes to better serve the citizens of the City of Natchitoches, Natchitoches Parish, and Northwestern State University.*

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**Scope of Services**

Contractor hereby agrees to furnish the following services:

**Payment Terms**

In consideration of the services described above, state hereby agrees to pay the Contractor a maximum fee of (*enter maximum amount of contract \$\_\_\_\_\_0\_\_\_\_\_*).

**Insurance**

The State will require the contracting party to sign an Indemnification Agreement and provide proof of liability insurance.

**Termination Clause**

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract;

provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

#### **Termination for Convenience**

The State may terminate the Contract at any time by giving thirty(30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

#### **Ownership**

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

#### **Nonassignability**

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State and the Office of Contractual Review.

#### **Auditors Clause**

It is hereby agreed that the Legislative Auditor of the State of Louisiana, the Northwestern State University Auditor, and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of contractor which relate to this contract.

#### **Record Retention**

Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least three years after final payment, or as required by applicable Federal law if Federal funds are used to fund this contract.

#### **Term of Contract**

This contract shall begin on *09/01/2012* and shall terminate on *09/01/2022*.

#### **Fiscal Funding**

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

**Discrimination Clause**

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

THUS DONE AND SIGNED AT Natchitoches, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this \_\_\_\_ day of \_\_\_\_\_, 2012.

WITNESSES SIGNATURES:

STATE AGENCY SIGNATURE:

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

By: \_\_\_\_\_  
Title: \_\_\_\_\_

WITNESSES SIGNATURES:

CONTRACTOR SIGNATURE:

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

By: \_\_\_\_\_  
Title: \_\_\_\_\_

INDEMNIFICATION AGREEMENT  
Northwestern State University

The \_\_\_\_\_ agrees to protect, defend, indemnify, save and hold harmless  
the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents,  
servants and employees, including volunteers, for 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 in any way grow out of any act or omission of  
\_\_\_\_\_, its agents, servants, and employees, or any and all costs, expense  
and/or attorney fees incurred by \_\_\_\_\_ as a result of any claim, demands,  
and/or causes of action except those claims, demands, and/or causes of action arising out of the  
negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its  
agents, representatives, and/or employees. \_\_\_\_\_ 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 (claims, etc.) is  
groundless, false or fraudulent.

Accepted By (Lessee) \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date Accepted \_\_\_\_\_

Is Certificate of Insurance Attached?  Yes  No

Purpose of Contract: The contracting party will use Northwestern State University's Facilities for training, education, and testing purposes to better serve the citizens of the City of Natchitoches, Natchitoches Parish, and Northwestern State University.

The following Ordinance was Introduced by Mr. Nielsen at the Natchitoches City Council meeting held on January 28, 2013 as follows:

**ORDINANCE NUMBER 003 OF 2013**

**AN ORDINANCE AUTHORIZING THE DESIGNATION OF AN AREA WITHIN THE NATCHITOCHEs REGIONAL AIRPORT FOR USE BY THE NATCHITOCHEs POLICE DEPARTMENT IN ORDER TO PROVIDE ON SITE SECURITY FOR THE NATCHITOCHEs REGIONAL AIRPORT AND FURTHER SETTING FORTH THE DUTIES OF THAT PERSON OR PERSONS DESIGNATED BY THE CHIEF OF POLICE TO PROVIDE ON SITE SECURITY AT THE NATCHITOCHEs REGIONAL AIRPORT, TO PROVIDE FOR ADVERTISING, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Natchitoches is the owner of the Natchitoches Regional Airport;  
and

**WHEREAS FURTHER**, recognizing the importance of having an on site security guard at the Natchitoches Regional Airport, and desiring to provide for the continued presence of an on site security guard at the Natchitoches Regional Airport, the Natchitoches Airport Advisory Commission has made a recommendation to the City Council that the City take steps to provide for the continued presence of on site security at the Natchitoches Regional Airport; and

**WHEREAS FURTHER**, the City of Natchitoches has the authority to promulgate regulations to provide for police protection at the airport and further has the authority to provide police protection at the airport pursuant to Louisiana Revised Statute 2:138 and 2:139.

**WHEREAS FURTHER**, the property that makes up the Natchitoches Regional Airport includes an area North and East of Airport Road and to the East of that lot more particularly described and shown as Lot 1A on the Airport Layout Plan of April 27, 2001, prepared by Alliance Incorporated, which tract of ground has no current use for any aviation purpose, as it has no access to any taxiway or runway; and

**WHEREAS FURTHER**, within the area described above is a smaller lot that bears municipal address of 500 Airport Road, and is located on the Northeast side of Airport Road, directly across Airport Road from Lot 1A as shown on the Airport Layout Plan of April 27, 2001 and is approximately 160 feet North and South by 100 feet East and West, and is shown in red on the attached aerial photograph; and the City Council desires to make the property described above available to the Police Department of the City of Natchitoches, for location and placement of mobile home that will be occupied by a member of the City of Natchitoches Police Department; and

**WHEREAS FURTHER**, the person designated by the Chief of Police as the person to provide security at the Natchitoches Regional Airport shall, in addition to regular duties, be assigned the following duties:

- 1) Make rounds of the airport and check aircraft parked on airport, parking ramps, hangers and buildings.
- 2) Monitor gates and report any malfunction.
- 3) Monitor vehicles and persons accessing the airport.
- 4) Monitor activity on runways and taxiways, both aircraft and non-aircraft.
- 5) Respond to any security alarm activation.
- 6) Monitor flight school building and flight school students.

- 7) Maintain the property provided to the Police Department for security purposes and will have responsibility for utility service to site.
- 8) Check on aircraft that have not closed flight plan with FAA.
- 9) Report to Airport Manager if any runway lights or other lighting is out or malfunctioning.
- 10) Make Airport Manager aware of any security problems that arise.

**WHEREAS FURTHER**, the City Council is of the opinion that an on site security guard will enhance the security at the airport which will promote the safety and security of the persons that utilize the Natchitoches Regional Airport; and

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

(1) That an area within the Natchitoches Regional Airport be designated for use by the Natchitoches Police Department, said area bearing municipal address of 500 Airport Road, and being located on the Northeast side of Airport Road, directly across Airport Road from Lot 1A as shown on the Airport Layout Plan of April 27, 2001, said lot further being approximately 160 feet North and South by 100 feet East and West, and is shown in red on the attached aerial photograph.

(2) That the City Council desires to make the property described above available to the Police Department of the City of Natchitoches, for location and placement of mobile home that will be occupied by a member of the City of Natchitoches Police Department, as designated by the Chief of Police.

(3) That the officer, as designated by the Chief of Police, shall, in addition to regular duties, be assigned the following duties:

- 1) Make rounds of the airport and check aircraft parked on airport, parking ramps, hangers and buildings.
- 2) Monitor gates and report any malfunction.
- 3) Monitor vehicles and persons accessing the airport.
- 4) Monitor activity on runways and taxiways, both aircraft and non-aircraft.
- 5) Respond to any security alarm activation.
- 6) Monitor flight school building and flight school students.
- 7) Maintain the property provided to the Police Department for security purposes and will have responsibility for utility service to site.
- 8) Check on aircraft that have not closed flight plan with FAA.
- 9) Report to Airport Manager if any runway lights or other lighting is out or malfunctioning.
- 10) Make Airport Manager aware of any security problems that arise

(4) That the City Council takes cognizance of the fact that the property described above is not currently needed for aviation purposes at the Natchitoches Regional Airport, but should the City or the Natchitoches Airport Advisory Commission determine in the future that the property is need for aviation purposes, then the Chief of Police shall release the above described property with reasonable notice to the officer assigned to this duty.

**Resolution No. 17. 2013**

***Resolution: On Site Security Guard for the Natchitoches Regional  
Airport***

**WHEREAS, the City of Natchitoches is the owner of the Natchitoches Regional Airport;  
and**

**WHEREAS, recognizing the importance of having an onsite security guard at the Natchitoches Regional Airport, and desiring to provide for the continued presence of an onsite security guard at the Natchitoches Regional Airport, the Natchitoches Airport Advisory Commission is recommending to the Mayor and City Council that the City take steps to provide for the continued presence of an onsite security guard at the Natchitoches Regional Airport.**

**WHEREAS, the City of Natchitoches has the authority to promulgate regulations to provide for police protection at the Airport and further has the authority to provide police protection at the Airport pursuant to Louisiana Revised Statute 2:138 and 2:139.**

**WHEREAS, the property that makes up the Natchitoches Regional Airport includes an area North and East of Airport Road and to the East of that lot more particularly described and shown as Lot 1A on the Airport Layout Plan of April 27, 2001, prepared by Alliance Incorporated, which tract of ground has no current use for any aviation purpose, as it has no access to any taxiway or runway, and**

**WHEREAS, within the area described above is a smaller lot that bears municipal address of 500 Airport Road, and is located on the Northeast side of Airport Road, directly across Airport Road from Lot 1A as shown on the Airport Layout Plan of April 27, 2001 and is approximately 160 feet North and South by 100 feet East and West, it's the recommendation of the Natchitoches Airport Advisory Commission to make the property described above available to the City of Natchitoches Police Department, for location and placement of mobile home that will be occupied by a member of the City of Natchitoches Police Department; and**

WHEREAS, the person designated by the Chief of Police as the person to provide security at the Natchitoches Regional Airport shall, in addition to regular duties, be assigned the following duties:

1. ) Make rounds of the Airport and check aircraft parked on airport, parking ramps, hangars, and buildings.
2. ) Monitor gates and report any malfunction.
3. ) Monitor vehicles and persons accessing the airport.
4. ) Monitor activity on runways and taxiways, both aircraft and non-aircraft.
5. ) Respond to any security alarm activation.
6. ) Monitor flight school building and flight school students.
7. ) Maintain the property provided to the Police Department for security purposes and will have responsibility for utility service to site.
8. ) Check on aircraft that have not closed flight plan with FAA.
9. ) Report to Airport Manager if any runway lights or other lighting is out or malfunctioning.
10. ) Make Airport Manager aware of any security problems that arise.

BE IT RESOLVED, the Natchitoches Airport Advisory Commission recommends that the Mayor and City Council adopt the services as described above of an onsite security guard at the Natchitoches Regional Airport and an area within the Natchitoches Regional Airport as described above be designated for use by the City of Natchitoches Police Department for location and placement of a mobile home that will be occupied by a member of the City of Natchitoches Police Department.

THUS DONE AND SIGNED this 22<sup>nd</sup> day of Jan. 2013 as per agreement of the members of the Natchitoches Airport Commission at its regular monthly meeting held on, Tuesday, January 22, 2013.

Natchitoches Airport Commission

  
STANLEY SALTER, Chair

The following Ordinance was Introduced by Mr. Mims at the Natchitoches City Council meeting held on January 28, 2013 as follows:

**ORDINANCE NO. 004 OF 2013**

**AN ORDINANCE, UPON THE RECOMMENDATIONS OF THE PURCHASING DEPARTMENT, THAT THE CITY OF NATCHITOCHES ENTER INTO A LEASE OF A 29.7 ACRE TRACT IN THE INDUSTRIAL PARK FOR HAY OPERATIONS WITH M & M FARMS OF CANE RIVER, L.L.C., AND AUTHORIZING THE MAYOR, LEE POSEY, TO EXECUTE SAID LEASE ON BEHALF OF THE CITY OF NATCHITOCHES, AND TO PROVIDE FOR ADVERTISING.**

**WHEREAS** the City of Natchitoches issued a request for proposals with regard to a hayfield lease of a 29.7 acre tract at the Natchitoches Industrial Park, the City of Natchitoches and received no proposals; and

**WHEREAS FURTHER**, the Purchasing Department has since received a proposal from M & M Farms of Cane River, L.L.C. (Sometimes hereinafter M & M) for the lease of the hayfield, and is of the opinion that it is in the interest of the City of Natchitoches to award the hayfield lease to M & M; and

**WHEREAS FURTHER**, the Purchasing Department has recommended to the City Council of the City of Natchitoches that M & M be awarded the lease based upon its response, and that the attached lease agreement be approved; and

**WHEREAS FURTHER**, a lease has been prepared setting forth the term, conditions, and consideration for the proposed hay field lease;

**WHEREAS FURTHER**, under the provisions of Louisiana R. S. 33:4712, any property owned by the City can be leased to any person after due advertisement and compliance with the law;

**WHEREAS FURTHER**, the City Council is of the opinion that the hay field rights are not needed by the City for any public purpose, but are a potential source of revenue if leased;

**NOW THEREFORE BE IT ORDAINED** by the City Council of the City of Natchitoches, in legal session convened, that the recommendations of the Purchasing Department are hereby approved; and

**BE IT FURTHER ORDAINED** that Lee Posey, Mayor of the City of Natchitoches, be and he is hereby authorized and empowered to enter into a lease agreement with M & M, for hay field operations, all in substantial compliance with the lease agreement, a copy of which is attached hereto and approved by the Director of Purchasing.

**BE IT FURTHER ORDAINED** That notice of this proposed ordinance be published three (3) times in fifteen (15) days, one (1) week apart, in the Natchitoches Times, the legal journal for the City, and that ordinance be posted in the City Hall.

**BE IT FURTHER ORDAINED** that any opposition to this ordinance shall be made in writing, filed with the Clerk for the City of Natchitoches within fifteen (15) days after the first publication of this ordinance, and that a public hearing be held after the advertisements have been completed.

**BE IT FURTHER ORDAINED** that the City Clerk be authorized to advertise this proposed lease in accordance with law, i.e., three times in fifteen days, one week apart and to report to the City Council if any opposition is made in writing prior to the time of final adoption.

**BE IT FURTHER ORDAINED** that the City takes cognizance of the fact that the rights to the property described above is not needed for public purposes by the City.

**STATE OF LOUISIANA**

**PARISH OF NATCHITOCHEs**

**LEASE OF HAYFIELD**

BE IT KNOWN AND REMEMBERED that on the days indicated hereinafter, before the undersigned Notaries Public and subscribing witnesses, personally came and appeared:

**City of Natchitoches, Louisiana**, a municipal corporation, domiciled in the City and Parish of Natchitoches, Louisiana, with mailing address of Post Office Box 37, Natchitoches, Louisiana, 71458-0037, represented herein by Lee Posey, Mayor, pursuant to the authority set provided for under Ordinance Number 004 of 2013 (sometimes hereinafter referred to as "Lessor" or "City");

AND

**M & M Farms of Cane River, L.L.C.**, a Louisiana limited liability company, domiciled in the Parish of Natchitoches, Louisiana, with mailing address of 1825 South Drive, Natchitoches, Louisiana 71457, represented herein by Archie G. Metoyer (sometimes hereinafter referred to as "Lessee" or "M & M")

WITNESSETH:

1. DESCRIPTION OF PROPERTY

LESSOR hereby leases and lets unto LESSEE, under the terms and conditions hereinafter set forth, the property which is described as follows, to-wit:

A parcel of land located in the Natchitoches Industrial Park as shown on a plat of survey by Meyer, Meyer, LeCroix and Hixson and more particularly described as 29.7 acres, more or less, lying South of Industrial Drive, bounded on the West by a drainage ditch, bounded on the East by the UP Railroad, and bounded on the South by property of Edwina Friedman, the tract being more fully shown and highlighted on the attached aerial photograph.

2. TERM

The term of this lease is Thirty-four months, commencing on February 14, 2013, and terminating at midnight on December 14, 2015.

3. RENTAL

The rental for the leased premises shall be based on the number of hay bales produced on the leased premises under the following schedule:

\$1.00 per 5' X 4' bale.

The above amounts are to be paid per round hay bale produced. For the purposes of the lease, a round hay bale will be defined as a 4' X 5', 6" bale. Payments will be made to the City of Natchitoches no later than 30 days after each cutting.

It is understood and agreed that the tract has previously been used for row crop farming and there are currently rows on the field. As part of the consideration for this lease, the LESSEE will disc and level the field so that it may be suitable for hayfield use.

#### 4. USE OF PREMISES

LESSOR and LESSEE agree as follows, to-wit:

a) During the term of the lease, the LESSEE will occupy and use the premises for cultivation of hay crops only, and he will not use the premises, or permit the premises to be used for any other purpose whatsoever.

b) LESSEE will not sub-lease, assign or relinquish the said premises without the written consent of the LESSOR.

c) That the cultivation of the hay crops and the maintenance of the pasture will be done in a good and husband-like manner and the LESSEE will faithfully and carefully guard and protect the said premises. LESSEE agrees that he will cut and keep and trim the leased premises during the lease.

d) LESSEE agrees that he will keep any improvements in as good repair as same now are or may at any time be placed in by the LESSOR.

e) LESSEE will, at all times, allow the LESSOR, its agent or its assignees, to have free access to the premises for the purpose of observing the pasture and hay field operations and the conduct of the LESSEE in caring for the hay crop and pasture improvements thereon.

f) LESSOR reserved the right to cancel this lease, at any time, if the property is needed for any public purpose or reason. In such event, LESSEE agrees to give possession of the said premises, subject to a pro-rata payment to LESSEE for any hay crop on the property.

g) LESSEE may store hay bales along the perimeter of the property in a manner that will not cause any interference with any other City or City Approved operation. All hay bales must be removed from the property no later than December 31 of each year during the term of the lease. Any bales left on the property beyond December 31 of each year shall become the property of the City of Natchitoches and the City will have the right and option to sale, use or dispose of said bales.

#### 5. WARRANTY

LESSOR warrants that it has the right to lease the property covered by this agreement and will defend LESSEE's possession against any and all person whomsoever.

## 6. INDEMNITY AND INSURANCE

LESSEE shall occupy the leased premises at his own risk and shall indemnify LESSOR against any expense, loss, cost, damage, claim, action or liability paid, suffered or incurred as a result of any breach by LESSEE, his agents, servants, employees, customers, visitors or licensees or any covenant or condition of this lease, or as a result of LESSEE's use or occupancy of the leased premises or the carelessness, negligence or improper conduct of LESSEE, his agents, servants, employees, customers, visitors or licensees. The LESSEE's liability under the lease extends to the acts of omission of any agent, servants, employee, customer, visitor or licensee of any such person. LESSEE declares this intention to assume all liability permissible under Louisiana R.S. 9:3221.

LESSEE must maintain a general liability insurance policy with minimum coverage of \$1,000,000.00, with the City of Natchitoches shown as an additional insured and LESSEE must provide proof of such insurance on an annual basis, or upon request of the City.

## 7. MINERALS

Anything herein to the contrary notwithstanding, it is specifically understood and agreed that LESSOR, its assigns, employees and minerals lessees, or its agents, employees, successors, or assigns, shall have full and complete right to conduct any and all geophysical or exploratory operations on said land, and to seek, search for, conduct operations for the drilling, or to assist in the location of oil, gas and other minerals on the said property and to produce, extract same, store and remove by pipe or any form of conveyance, any oil, gas and minerals produced thereon, and generally to do all things necessary and proper, in connection with the exploration or production of such oil, gas and other minerals. If such operations are conducted by any mineral lessee, its agents, employees, successors or assigns, LESSEE hereunder agrees to look to said mineral lease, etc. for recovery for any damages that may be caused by such operations.

## 8. OVERFLOW

The LESSOR shall not be responsible for flood or overflow.

## 9. TAXES

The LESSOR agrees to pay all property and ad valorem taxes during the term of the lease,

if any.

10. DEFAULT

Should the LESSEE, at any time, violate any of the conditions of this lease, or discontinue use of the premises for the purpose for which they are rented, or fail to pay the rent timely, punctually at maturity, as stipulated, LESSOR shall have the option to immediately cancel this lease and to proceed for past due payments, reserving a right of proceed later for the remaining installments, all without putting LESSEE in default. LESSEE to remain responsible for all damages or losses suffered by LESSOR. LESSEE hereby assenting thereto and expressly waiving the legal notice to vacate the premises. In the event that it is necessary to employ an attorney for collection of past due rent, or to sue for the termination and cancellation of this lease, then, in that event, the parties hereby agree and stipulate that the LESSEE shall be responsible for the payment of reasonable attorney's fees in connection therewith, which shall not exceed ten (10) percent of the amount sued for, plus all costs of the suit.

11. SUCCESSION

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

12. CONDITION ON SURRENDER

LESSEE agrees that it will peacefully surrender the leased premises at the end of the term hereby granted in the same good order as the premises are at the commencement thereof.

THUS DONE AND PASSED before me, the undersigned Notary Public and subscribing witnesses on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013, at Natchitoches, Louisiana.

WITNESSES:

CITY OF NATCHITOCHES, LOUISIANA

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

\_\_\_\_\_  
By: Mayor Lee Posey

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

THUS DONE AND PASSED before me, the undersigned Notary Public and subscribing witnesses on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013, at Natchitoches, Louisiana.

WITNESSES:

M & M Farms of Cane River, L.L.C.

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

\_\_\_\_\_  
By: Archie G. Metoyer

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

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

**ORDINANCE NO. 001 OF 2013**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY  
OF NATCHITOCHEES TO EXECUTE A 1<sup>ST</sup> AMENDED COOPERATIVE ENDEAVOR  
AGREEMENT BETWEEN THE STATE OF LOUISIANA AND  
THE CITY OF NATCHITOCHEES, LOUISIANA FOR THE  
SOUTH NATCHITOCHEES DRAINAGE PROJECT**

**FP&C PROJECT # 50-MK9-09-01**

**WHEREAS**, the Legislature of the State of Louisiana, through the Office of Facility Planning and Control of the Division of Administration, has originally approved funding for the South Natchitoches Drainage Project, in the sum of Fifty Thousand and No/100 (\$50,000) Dollars, and authorized by Ordinance No. 074 of 2009 by the Council of the City of Natchitoches; and

**WHEREAS**, the Legislature of the State of Louisiana, through the Office of Facility Planning and Control of the Division of Administration, has increased total approved funding for the South Natchitoches Drainage Project to One Million- Fifty Thousand (\$1,050,000) Dollars; and

**WHEREAS**, the total estimated cost to fund the South Natchitoches Drainage Project is One Million-Four Hundred Thousand (\$1,400,000) Dollars; and

**WHEREAS**, in accordance with LA R.S. 39:112 (E)(2), the City of Natchitoches is required to budget twenty-five (25%) percent of the total requested amount of funding as a match, or Three Hundred-Fifty Thousand (\$350,000) Dollars; and

**WHEREAS**, the Legislature of the State of Louisiana requires that a 1<sup>ST</sup> Amended Cooperative Endeavor Agreement be executed in connection with this project; and

**WHEREAS**, the Mayor of the City of Natchitoches desires approval to sign a 1<sup>ST</sup> Amended Cooperative Endeavor Agreement, and any other documents that may be required, to facilitate the funding of the above-described project.

**NOW, THEREFORE, BE IT RESOLVED** that Lee Posey, Mayor of the City of Natchitoches, be and is hereby authorized and empowered to execute a 1<sup>ST</sup> Amended Cooperative Endeavor Agreement and any other documents necessary and required between the State of Louisiana and the City of Natchitoches to proceed with funding for the South Natchitoches Drainage Project.

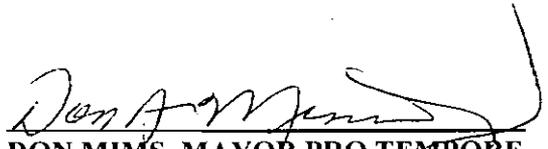
**THIS ORDINANCE** was introduced on January 14, 2013 and published in the *Natchitoches Times* on January 19, 2013.

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

**THEREUPON**, Mayor Lee Posey declared the Ordinance passed by a vote of 4 Ayes to 0  
Nays this 28<sup>th</sup> day of January, 2013.

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

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

Delivered to the Mayor on the 29<sup>th</sup> day of January, 2013 at 10:00 A.M.

**1st Amended Cooperative Endeavor Agreement  
City of Natchitoches:  
South Natchitoches Drainage Improvements,  
including Adjacent Roadwork, Planning and Construction  
(Natchitoches)  
FP&C Project #50-MK9-09-01**

**AMENDMENT OF AGREEMENT**

18.3 The Entity agrees to comply with the provisions of La. R.S 24:513 (H)(2)(a) and shall designate an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.

The parties agree that any amendment hereto shall be in writing.

All of the terms, conditions and provisions of the prior Agreement(s), except as modified herein, shall remain the same and continue to be in full force and effect.

THUS DONE AND SIGNED, this 11<sup>th</sup> day of FEBRUARY, ~~2012~~, <sup>2013</sup>  
at BATON ROUGE, Louisiana.

WITNESSES:

STATE OF LOUISIANA

John Richard  
Dwain La

By: John L. Davis  
JOHN L. DAVIS, DIRECTOR  
FACILITY PLANNING & CONTROL  
DIVISION OF ADMINISTRATION

THUS DONE AND SIGNED, this 29<sup>th</sup> day of January, ~~2012~~, <sup>2013</sup>  
at Natchitoches, Louisiana.

WITNESSES:

CITY OF NATCHITOCHES

Stacy Malheaux  
Hannah Wernigs

By:

Lee Posey  
LEE POSEY, MAYOR

**EXHIBIT A**

**1st AMENDED COOPERATIVE ENDEAVOR AGREEMENT BETWEEN  
THE STATE OF LOUISIANA and  
CITY OF NATCHITOCHEs  
South Natchitoches Drainage Improvements,  
including Adjacent Roadwork, Planning and Construction  
(Natchitoches)  
FP&C Project No. 50-MK9-09-01**

**COSTS AND FUNDS THIS AGREEMENT (\$):**

<b>COST CATEGORIES</b>	<b>CAPITAL OUTLAY CASH</b>	<b>NON-CASH LINE OF CREDIT</b>	<b>OTHER</b>	<b>TOTAL</b>
REAL ESTATE				
PLANNING	\$ 49,000		\$ 16,667	\$ 65,667
CONSTRUCTION		\$ 991,000	\$ 333,333	\$ 1,324,333
MISC				
EQUIPMENT				
ESCROW				
FP&C ADMIN	\$ 1,000	\$ 9,000		\$ 10,000
TOTAL COSTS	\$ 50,000	\$ 1,000,000	\$ 350,000	\$ 1,400,000

Federal Tax Identification for Entity: **72-6000931**

Notes:

1. Planning costs shall not exceed 10% of Construction costs. Miscellaneous costs shall not exceed 5% of Construction costs.
2. Capital Outlay Cash includes General Funds, NRP Bonds, Cash Line of Credit and/or Bonds sold.
3. Total in "Other" column equals required 25% match as reflected in Article XIX.
4. The estimate cost of construction is \$750,000 per the Capital Outlay Request (F.Y. 2012-2013)

**EXHIBIT B**

**1st AMENDED COOPERATIVE ENDEAVOR AGREEMENT BETWEEN  
THE STATE OF LOUISIANA and  
CITY OF NATCHITOCHES  
South Natchitoches Drainage Improvements,  
including Adjacent Roadwork, Planning and Construction  
(Natchitoches)  
FP&C Project No. 50-MK9-09-01**

**State of Louisiana-ISIS Financial System-State Funding Summary**

<b>ACT #</b>	<b>YEAR</b>	<b>DESCRIPTION</b>	<b>STATE CASH</b>	<b>STATE NON-CASH LINE OF CREDIT</b>	<b>TOTAL STATE FUNDING</b>
23	2012	G.O. Bonds LOC	\$ 50,000	\$ 1,000,000	\$ 1,050,000
<b>TOTAL</b>			\$ 50,000	\$ 1,000,000	\$ 1,050,000

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

**RESOLUTION NO. 005 OF 2013**

**A RESOLUTION APPOINTING JARED DUNAHOE TO THE  
NATCHITOCHEH HISTORIC DISTRICT COMMISSION  
FOR THE CITY OF NATCHITOCHEH**

**WHEREAS**, the Mayor of the City of Natchitoches has submitted Jared Dunahoe for appointment to the Natchitoches Historic District Commission as follows, to-wit:

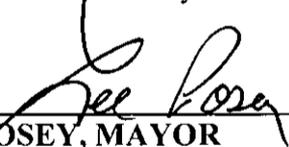
**WHEREAS FURTHER**, Ordinance No. 31 of 1986 of the Natchitoches Code of Ordinances provides that the members of the Commission shall serve at the pleasure of the Mayor with consent of the Council

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Natchitoches that they hereby acknowledge the appointment of Jared Dunahoe to the Natchitoches Historic District Commission and hereby approve and consent to same.

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

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

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 28<sup>th</sup> day of January, 2013.

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

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

**RESOLUTION NO. 006 OF 2013**

**A RESOLUTION APPROVING THE PROVISIONS OF LOUISIANA REVISED STATUTE 33:2476.B(1)(c) FOR MEMBERS OF THE NATCHITOCHEs MUNICIPAL FIRE AND POLICE CIVIL SERVICE BOARD**

**WHEREAS**, R.S. 33:2476.B(1)(c) provides that “ to be eligible for appointment or to serve as a member of a board, a person shall be a citizen of the United States of America, a resident of the municipality in which he is to serve for at least five years next preceding his appointment, and, at the time of his appointment, shall be a qualified voter of the municipality.”

**WHEREAS**, R.S. 33:2476.B(1)(c) provides that “ Notwithstanding the provisions of Subparagraphs (a) and (b) of this Paragraph, the two members elected from the municipal fire and the municipal police departments shall not be required to be residents or qualified voters of the municipality in which are appointed to serve or residents of the parish in which the municipality is located provided that such exceptions are approved by resolution of the local governing authority.”

**NOW, THEREFORE, BE IT RESOLVED** by the Natchitoches City Council, at a meeting duly convened, the fire and police department members of the Natchitoches Municipal Fire and Police Civil Service Board shall not be required to be a resident or qualified voter of the City of Natchitoches and shall not be required to be a resident of the Parish of Natchitoches.

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

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

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 28<sup>th</sup> day of January, 2013.

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

Ms. Morrow asked if this means that a person serving on the Civil Service Board does not have to live in the City of Natchitoches. Mayor Posey stated that she is correct.

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

**RESOLUTION NO. 007 OF 2013**

**RESOLUTION AUTHORIZING MAYOR LEE POSEY TO EXECUTE AN AGREEMENT WITH THE LOUISIANA OFFICE OF COMMUNITY DEVELOPMENT FOR THE 2012-2013 COMMUNITY WATER ENRICHMENT FUND GRANT APPLICATION FOR IMPROVEMENTS TO THE NATCHITOCHEs WATER SYSTEM**

**WHEREAS**, the Community Water Enrichment Fund (CWEF) was established in the 2008 Louisiana regular legislative session by way of HB 926 (Act 513). Its intent is to provide a source of funding to aid units of local government solely for the purpose of rehabilitation, improvement, and construction projects for community water systems to provide safe and clean drinking water; and,

**WHEREAS**, Natchitoches, classified as a City (5,000-35,000 population), is eligible for up to \$50,000.00 in grant funding from this Community Water Enrichment Fund; and

**WHEREAS**, the Natchitoches Utility Director Bryan Wimberly, after reviewing the water system needs, has recommended a project that is eligible for funding under this grant; and

**WHEREAS**, the City of Natchitoches upon recommendation of its Utility Director, desires to apply for funding under the 2012-2013 Community Water Enrichment Fund.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Natchitoches, that it does hereby authorize and direct the Honorable Lee Posey, Mayor, to sign any and all documents relating to the execution of the grant application for the project identified as Transferring Existing Water Service Assemblies from Existing 2" to Existing 6" Water Mains along Northern and Georgia Ann Streets.

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

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

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 28<sup>th</sup> day of January, 2013.

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

**COMMUNITY WATER ENRICHMENT FUND  
2012-2013 GRANT APPLICATION**

**COVER PAGE**

**COMPLETE ALL SECTIONS:** (Incomplete forms may disqualify or reduce a grant award.)

GOVERNMENTAL FISCAL AGENCY: (Name of Municipality or Parish)

City of Natchitoches

ADDRESS OF LOCAL GOVERNMENT: P.O. Box 37

Natchitoches, LA 71458-0037

PHYSICAL ADDRESS OF PROJECT (Including the 9-digit Zip Code):

Northern Street & Georgia Ann Street; Natchitoches, LA 71457-0000

NAME OF WATER SYSTEM BEING IMPROVED

City of Natchitoches Water System

CHIEF ELECTED OFFICIAL: (Mayor or Parish President's Name)

Lee Posey, Mayor

CONTACT PERSON (if different from the head of government)

Bryan Wimberly, Utility Director

PHONE: (318) 357-3850

FAX: (318) 357-0860

EMAIL ADDRESS: bwimberly@NatchitochesLA.gov

APPLICATION PREPARED BY (if different from the contact person):

Nassif Engineering & Architecture, LLC

AMOUNT REQUESTED: \$ 50,000

FEDERAL TAX IDENTIFICATION NUMBER: 26-0601067

# CLASSIFICATION PAGE

**COMPLETE ALL SECTIONS:** (Incomplete forms may disqualify or reduce a grant award.)

NAME OF PARISH: Natchitoches

NAME OF MUNICIPALITY: City of Natchitoches

POPULATION: Please check the appropriate category based on most recent available Census figures.

- Village (1 - 999 citizens) \_\_\_\_\_ population
- Town (1,000 - 4,999 citizens) \_\_\_\_\_ population
- City (5,000 - 35,000 citizens) 16,000 population
- Parish \_\_\_\_\_ population

OTHER LOCAL, STATE OR FEDERAL GOVERNMENT AGENCIES/PARTICIPANTS IN PROJECT:

IS THE PROPOSED PROJECT LOCATED ON PUBLICLY OWNED LAND?  Yes  No

\*\*\*\*PRIVATE FOR PROFIT WATER SYSTEMS ARE NOT ELIGIBLE FOR FUNDING\*\*\*\*

TYPE OF WATER SYSTEM

Public  Private non-profit \_\_\_\_\_ Private for-profit \_\_\_\_\_

LEGISLATIVE REPRESENTATION: Please provide the names of the State Senator and the State Representative for the area where the project will occur.

State Senator: Gerald Long

State Representative: Kenny Cox

# PROJECT DESCRIPTION

Should you need more space, you may continue on another page.

**COMPLETE ALL SECTIONS:** (Incomplete forms may disqualify or reduce a grant award.)

**Be specific and state what you plan to spend the money on and what you want to do (what, where, why, how), if awarded. We need all information to process, review and rate applications. Grant applications cannot be reviewed without detailed information on the benefit to the local community and how the money will be spent.**

1. BRIEFLY DESCRIBE THE FULL INTENT (PURPOSE) OF THE PROPOSED PROJECT:

The purpose of this project is to transfer water service (meter) assemblies from old 2" steel water mains to the existing 6" water mains along Northern and Georgia Ann Streets. The existing 2" water mains are old, require above than average maintenance and also provide silt/sediment in the water. The 2" water mains will be abandoned when the project is complete.

2. DETAILED DESCRIPTION OF PROJECT. (Specify what the funds will be used for) 1) Itemize any equipment to be purchased. 2) For water lines how many feet, miles, or blocks?

The funds received for this project will be used to provide the above noted improvements. Approximately 34 (long side) and 27 (short side) service transfer assemblies will be required. Additionally, 1600 lineal feet of 1" polyethylene service line, 820 lineal feet of boring and jacking of 1" polyethylene service line, erosion control, cutting, capping and abandoning the existing 2" water mains and asphalt road repairs will be required.

3. What impact will the proposed project have on the community? (Include in your explanation the answers to the following: How many citizens will be assisted in the affected area? Does the project improve safety, health, living conditions, and quality of life of citizens? Does the project improve the environment or economic conditions of the area?)

The proposed project will have a positive impact on the community. The project will provide higher quality potable water to the customers along Northern and Georgia Ann Streets. The project will also provide a positive impact to the City of Natchitoches Water Department. Excessive repairs will not be required on the abandoned 2" water mains once the services are transferred over the existing 6" water mains.

Approximately 61 residences (241 people) will benefit from the improvements. The proposed work will improve safety, health, living conditions and quality of life to the citizens that will be affected, by provided higher quality potable water.

The project provides improvements to the environment by providing a more environmentally safe quality of potable water. It provides a positive economic impact by lower maintenance costs to the utility owner that results in the lowest possible water cost to the customers.

## **Instructions for Completing CWEF Proposed Budget Summary**

The following instructions for each budget category are based on the **LOUISIANA ACCOUNTING AND UNIFORM GOVERNMENTAL HANDBOOK**, which is available on the Division of Administration's website at <http://www.doa.la.gov/cdbg/lgap.htm>, or upon request to OCD, a hard copy of the handbook will be provided to any applicant. Please carefully review these instructions before completing the budget categories.

**The CWEF will pay for contract labor only.** Ongoing or administrative salaries can be shown in this budget summary for credit as part of the local government's matching funds.

### **Construction Contract**

Amounts to be paid by the grant recipient for construction contracts.

### **Supplies**

Only project related materials will be reimbursed.

### **Permanent Property**

Expenditures for equipment purchases.

### **Other Items**

Amounts paid for goods and services not otherwise listed in the above categories.

**NO PAYMENT WILL BE MADE FOR INVOICES FOR PROJECT WORK COMPLETED PRIOR TO AWARD. PAYMENTS FOR APPROVED INVOICES WILL BE MADE ACCORDING TO TERMS OF A SIGNED AND EXECUTED CONTRACT AFTER AN AWARD IS MADE.**

"Local Funds" are any funds included in the total project costs, which are contributed by the unit of local government making the application. "Private Funds" are those from sources other than governmental entities, such as private businesses, bank, etc. "Other State Funds" include any other funds received through other state programs. "Federal funds" include funds from EPA, USDA, etc.

# PROPOSED BUDGET SUMMARY

**COMPLETE ALL SECTIONS:** (Incomplete forms may disqualify or reduce a grant award.)  
**Refer to next page for an explanation of the spending categories.**

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
SPENDING CATEGORY	AMOUNT REQUESTED FROM CWF	AMOUNT OF MATCH BY LOCAL GOVERNMENT	SPECIFY OTHER FUNDS AND SOURCE (private, federal, other state monies)	TOTAL
SALARIES				
CONSTRUCTION CONTRACT	\$ 50,000	\$ 16,429		\$ 66,429
SUPPLIES Not Permanent				
PERMANENT PROPERTY Includes Equipment				
OTHER Explain Below				
PROJECT TOTAL	\$ 50,000	\$ 16,429		\$ 66,429

**\*SHADED AREAS CANNOT BE USED TO ENTER REQUEST FOR FUNDS**

# Local Government Assurances

**COMPLETE ALL SECTIONS:** (Incomplete forms may disqualify or reduce a grant award.)

## FISCAL ASSURANCES

1. The local government agency (LGA) assures that all programs, activities, and expenditures of funds conducted in association with this program are in direct compliance with the provisions of the CWEF.
2. The LGA assures that funding received under the CWEF will not replace or reduce funding for existing programs.
3. The LGA assures that it will provide for proper fiscal control and accounting procedures as may be required for fiscal audit.

## PROGRAMMATIC ASSURANCES

1. The LGA assures that it will comply with R.S. 24:513 (State Audit Law), and the State of Louisiana public bidding procedures.
2. The LGA assures that, as applicable, it will comply with all federal and state laws, executive orders, and/or regulations.
3. The recipient of this grant assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this grant.
4. The LGA assures that no funds will be used on private property.
5. By acceptance of this grant, the LGA acknowledges that any CWEF grant will not be open beyond three years from the effective date of the signed contract, unless an extension request has been approved. The LGA will not be eligible for further CWEF funding until that grant is closed.
6. The recipient of the grant assures that funds requested in the grant will be used for the stated purpose only and within the time frame stated. Proof of proper expenditure of these funds will be required through invoices, canceled checks, copies of contracts, and other documentation. Failure to comply with any part of this agreement will result in termination of this grant and require any funds paid to be returned to the Office of Community Development.

I UNDERSTAND THAT, UNDER STATE LAW, NO REIMBURSEMENT CAN BE MADE FOR ANY INVOICES FOR WORK OR PURCHASES BEFORE THERE IS AN EXECUTED WRITTEN CONTRACT SIGNED BY BOTH THE LOCAL GOVERNMENT AND THE DIVISION OF ADMINISTRATION.

  
\_\_\_\_\_  
Chief Elected Official

\_\_\_\_\_  
Mayor  
Title

\_\_\_\_\_  
Lee Posey  
Type Name Here

\_\_\_\_\_  
1/23/2013  
Date

**CITY OF NATCHITOCHEES  
GENERAL FUND BUDGET REPORT  
AS OF DECEMBER 31, 2012**

	CURRENT MONTH			YEAR TO DATE				
	TOTAL BUDGET 12/13FY	MONTHLY BUDGET *1	ACTUAL	(OVER) UNDER BUDGET	YTD ACTUAL	ENCUM- BRANCES	UNREALIZED AVAILABLE BALANCE	PERCENT RECEIVED/ EXPENSED
<b>REVENUE</b>	13,936,428	1,161,369	1,080,797	(80,572.04)	6,654,649	7,281,779	47.75%	
<b>EXPENDITURES</b>								
DEPARTMENT:								
CITY HALL / FINANCE	538,096	44,841	34,976	9,864.90	275,094	2,203	260,799	51.53%
COMMUNITY DEVELOPMENT	691,210	57,601	43,254	14,346.47	349,592	19,016	322,601	53.33%
PLANNING & ZONING	244,159	20,347	14,892	5,454.45	116,922	1,365	125,872	48.45%
FIRE DEPARTMENT	2,707,610	225,634	214,872	10,761.94	1,616,582	7,004	1,084,023	59.96%
POLICE DEPARTMENT	4,140,329	345,027	359,821	(14,793.80)	2,466,184	4,226	1,669,919	59.67%
ANIMAL SHELTER	152,001	12,667	12,588	78.61	85,209	115	66,677	56.13%
PURCHASING	333,251	27,771	24,599	3,172.30	169,229	368	163,654	50.89%
CITY GARAGE	230,807	19,234	20,238	(1,003.95)	122,907	1,329	106,571	53.83%
RECREATION **2	870,369	72,531	55,097	17,433.74	496,885	9,704	363,780	58.20%
PUBLIC WORKS	1,434,011	119,501	132,830	(13,329.23)	814,699	16,727	602,585	57.98%
INDIRECT EXPENSE	2,377,163	198,097	131,885	66,211.58	1,313,180	36,800	1,027,183	56.79%
PROGRAMMING & PROMOTIONS	217,422	18,119	23,641	(5,522.22)	113,140	20,342	83,940	61.39%
<b>TOTAL GENERAL FUND</b>	<b>13,936,428</b>	<b>1,161,369</b>	<b>1,068,694</b>	<b>92,674.78</b>	<b>7,939,624</b>	<b>119,200</b>	<b>5,877,604</b>	<b>57.83%</b>

FOOTNOTES:

\*1 - 1/12th OF TOTAL BUDGET

\*2 - SEASONAL ACTIVITY

% BUDGET YEAR ELAPSED                      58%  
% BUDGET EXPENDED                            58%

**CITY OF NATCHITOCHEES  
UTILITY (PROPRIETARY) FUND BUDGET REPORT  
AS OF DECEMBER 31, 2012**

**CURRENT MONTH**

**YEAR TO DATE**

	CURRENT MONTH			YEAR TO DATE				
	TOTAL BUDGET 12/13 FY	MONTHLY BUDGET *1	ACTUAL	(OVER) UNDER BUDGET	YTD ACTUAL	ENCUMBRANCES	UNREALIZED / AVAILABLE BALANCE	PERCENT RECEIVED/ EXPENSED
<b>REVENUE</b>	40,687,097	3,390,591	2,435,336	(955,255)	20,524,570		20,162,527	50.44%
<b>EXPENDITURES</b>								

**DEPARTMENT:**

UTILITY ADMINISTRATION	298,841	24,903	20,360	4,543	174,351	10,716	113,773	61.93%
WATER	2,056,551	171,379	179,206	(7,827)	1,296,122	61,886	698,543	66.03%
SEWER	1,535,476	127,956	149,917	(21,961)	863,704	133,781	537,991	64.96%
ELECTRIC	27,051,283	2,254,274	1,666,865	587,409	11,556,923	50,810	15,443,550	42.91%
UTILITY BILLING	611,633	50,969	35,010	15,960	301,013	656	309,964	49.32%
INFORMATION TECH	325,453	27,121	13,545	13,576	172,285	8,856	144,313	55.66%
INDIRECT	8,807,860	733,988	593,540	140,448	5,054,460	352	3,753,048	57.39%

<b>TOTAL UTILITY FUND</b>	<b>40,687,097</b>	<b>3,390,591</b>	<b>2,658,444</b>	<b>732,148</b>	<b>19,418,858</b>	<b>267,057</b>	<b>21,001,182</b>	<b>48.38%</b>
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**FOOTNOTES:**

\*1 - 1/12th OF TOTAL BUDGET

% BUDGET YEAR ELAPSED 58%

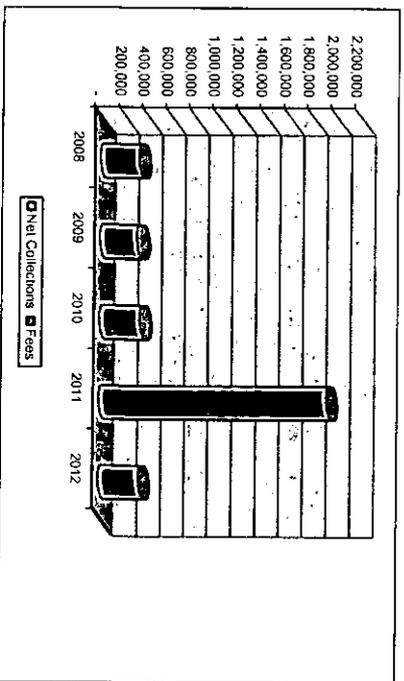
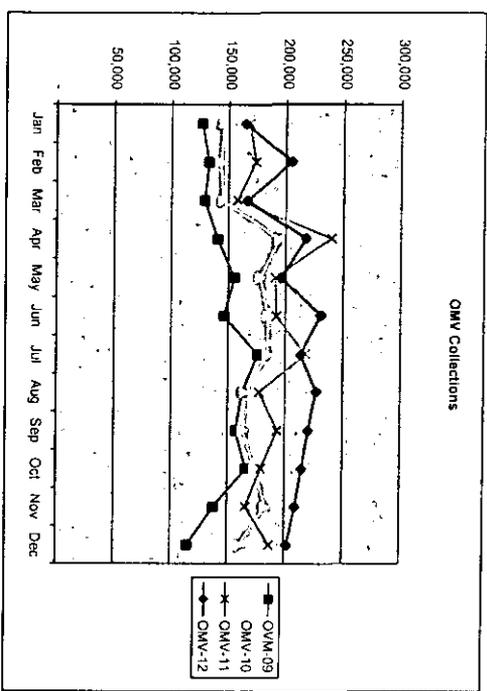
% BUDGET EXPENDED 48%

Natchitoches Tax Commission  
LA Department of Motor Vehicles Sales

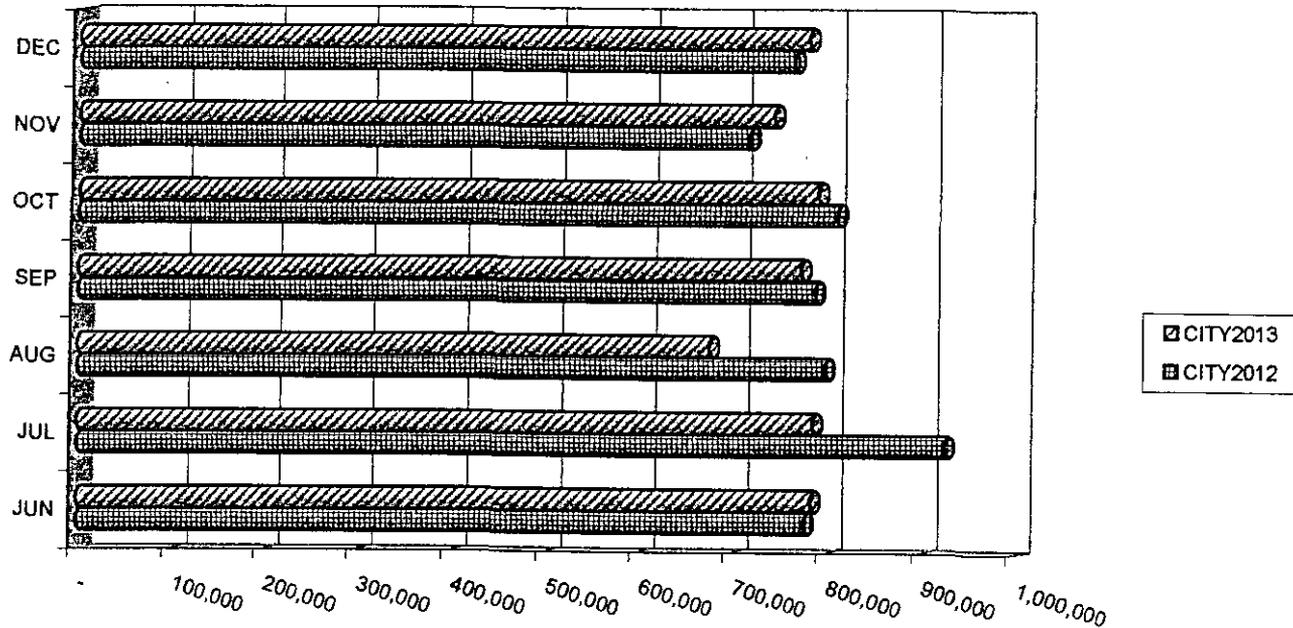
Month/Year	2009	2010	2011	2012	12 vs 11
Jan	126,616.65	145,283.06	168,051.63	164,467.36	-2.13%
Feb	132,533.23	142,482.09	173,570.53	205,177.33	18.21%
Mar	129,201.16	144,772.00	157,817.67	166,324.69	5.39%
Apr	140,633.11	194,621.00	239,582.86	217,732.82	-9.12%
May	155,345.06	177,689.00	190,980.40	196,365.55	2.82%
Jun	146,560.54	184,623.00	192,184.32	230,945.64	20.17%
Jul	176,221.17	184,621.89	217,528.02	213,497.75	-1.85%
Aug	162,474.98	164,616.09	177,404.48	227,231.78	28.09%
Sep	156,865.17	162,969.93	193,381.54	220,368.79	13.96%
Oct	166,099.20	173,620.93	179,172.54	214,895.08	19.83%
Nov	137,831.55	183,071.31	165,928.76	209,191.64	26.07%
Dec	114,885.57	160,468.75	186,507.49	202,412.94	8.53%
<b>Totals</b>	<b>\$ 1,745,267.39</b>	<b>\$ 2,018,839.05</b>	<b>\$ 2,242,110.24</b>	<b>\$ 2,468,411.37</b>	

Natchitoches Tax Commission  
Audit Collections

Year	2008	2009	2010	2011	2012	11 vs 12
Collections	353,910.00	349,768.25	368,908.65	1,947,902.68	358,996.90	-8.2%
Fees	28,315.00	41,048.17	32,697.42	25,945.88	26,723.00	3%
Net Collections	325,595.00	308,720.08	336,211.23	1,921,956.80	332,273.90	-8.3%



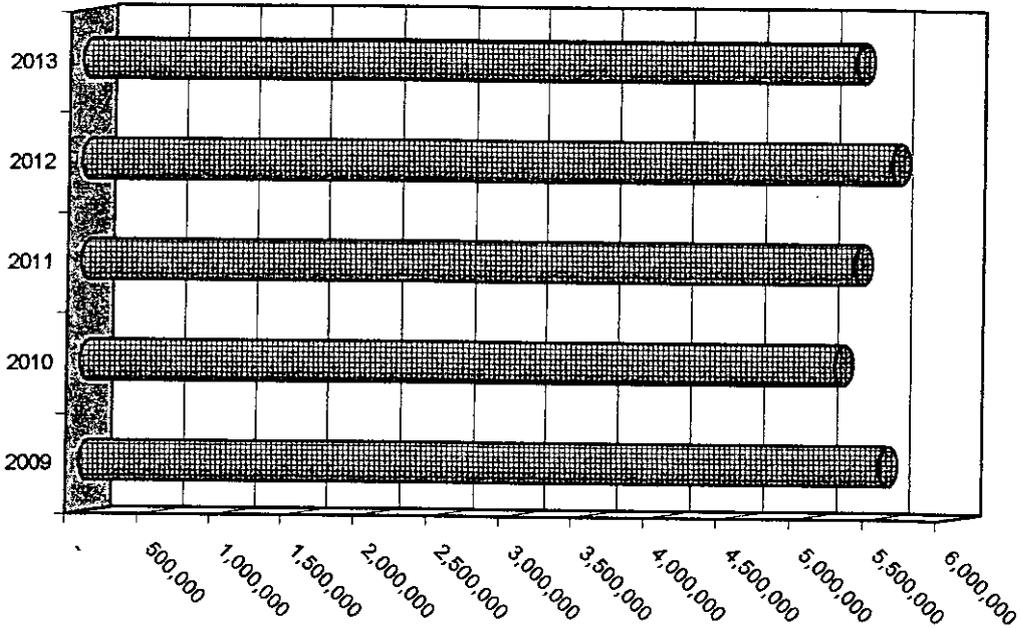
# CITY OF NATCHITOCHEES FISCAL YEAR SALES TAX COLLECTIONS



**REVENUE BY MONTHS**

2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	DIFF 12/13	DIFF %
821,444	754,700	745,293	778,326	784,706	6,380	0.82%
841,099	805,871	833,927	925,940	787,124	(138,816)	-14.99%
758,211	723,797	747,034	799,473	675,717	(123,756)	-15.48%
791,864	741,017	739,153	788,812	773,754	(15,058)	-1.91%
818,505	733,485	790,155	811,193	791,074	(20,119)	-2.48%
736,909	692,841	727,106	717,075	743,816	26,741	3.73%
743,169	750,875	749,143	765,125	780,648	15,523	2.03%

# CITY OF NATCHITOCHEs FISCAL YEAR SALES TAX COLLECTIONS

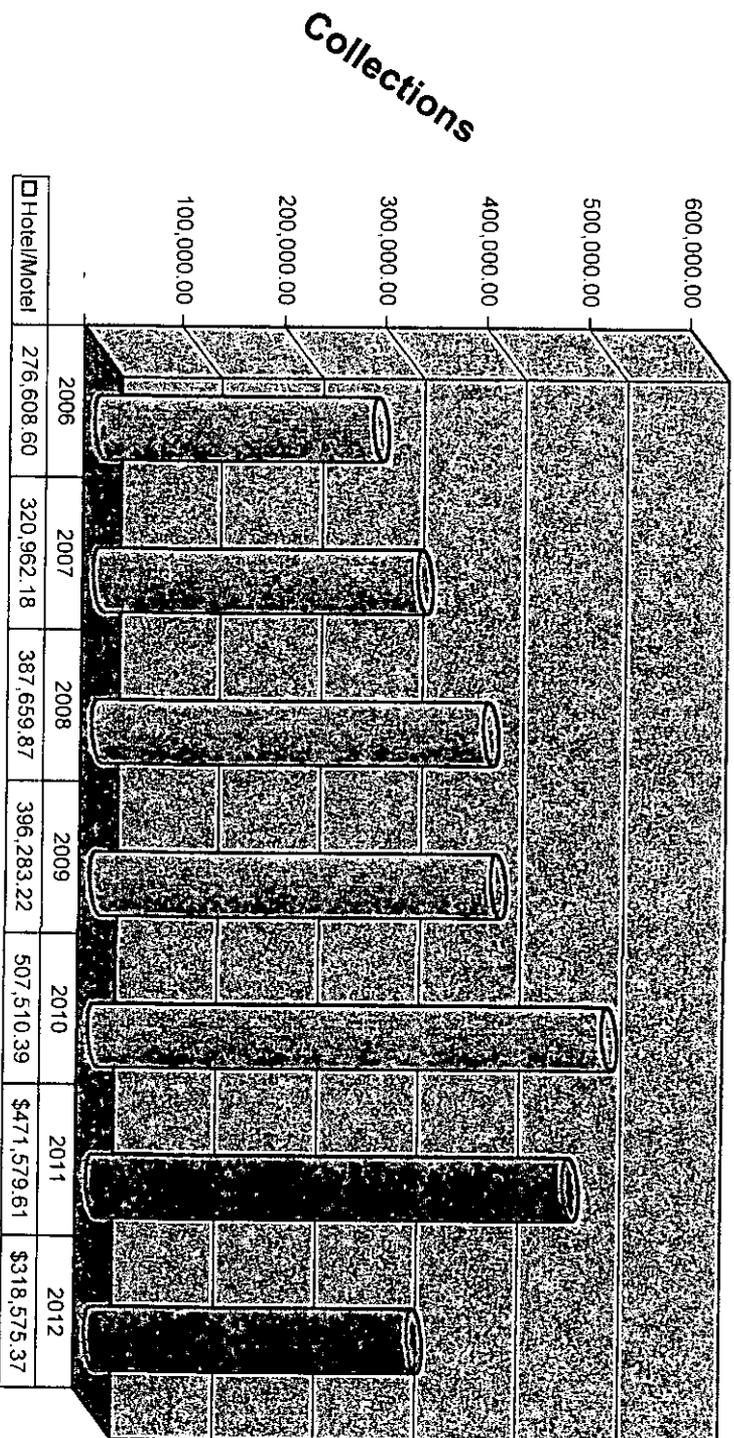


## REVENUE YEAR TO DATE

PERIOD	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	DIFF 12/13	DIFF %
JUN	821,444	754,700	745,293	778,326	784,706	6,380	0.82%
JUL	1,662,543	1,560,571	1,579,220	1,704,266	1,571,830	(132,436)	-7.77%
AUG	2,420,754	2,284,368	2,326,254	2,503,739	2,247,547	(256,192)	-10.23%
SEP	3,212,618	3,025,385	3,065,407	3,292,551	3,021,301	(271,250)	-8.24%
OCT	4,031,123	3,758,870	3,855,562	4,103,744	3,812,375	(291,369)	-7.10%
NOV	4,768,032	4,451,711	4,582,668	4,820,819	4,556,191	(264,628)	-5.49%
DEC	5,511,201	5,202,586	5,331,811	5,585,944	5,336,839	(249,105)	-4.46%

# Natchitoches Tax Commission

Hoter/Motel Tax - 3%



General Fund. Mr. Jones explained that the General Fund Budget Report shows the revenues as of December 31 at 47.75% and expenditures at 57.83%, and this is at 58% of our budget lapse. The Sales Tax Report for the month of December shows we were 2.03%, or \$15,523.00, above last December. The next page is Revenue Year to Date which shows that we are 4.46%, which is down from last December. Mr. Jones explained that we are making progress. Mr. Jones pointed out that in August, 2012, we were 10.23% down and each month we have been rebounding. Mr. Jones explained that on the General Fund Budget Report, the Police and Public Works were over budget for the month of December and that is due to the over-time and Christmas festival expenditures that hit in December. Programming and Promotions were high in the month of December due to advertising and other Christmas festival expenditures. Mr. Jones explained that the Utility Fund Budget Report shows the revenues at 50.44% and expenditures at 48.38%. The Utility Fund, both expenditure and revenues, have been running right on target. Mr. Jones directed the Council to the Motor Vehicle Sales Report which comes from the Natchitoches Tax Commission. The report shows that motor vehicles sales were up in December by 8.53%, compared to last year. Mr. Jones next moved to the Hotel/Motel Tax Report which shows the 2012 collections at \$318,575.00. Mr. Jones explained that this is just a bit lower than last fiscal year which is to be expected because the hotel/motel tax was up in 2011 due to the Haynesville Shale but now we are back to normal operations.

Mayor Posey announced that the DOTD is to host a public hearing concerning an improvement project on South Drive. The meeting will be Thursday, February 7<sup>th</sup>, from 4:00 to 6:00 p.m. at the Lutheran Church at 305 Royal Street. Mayor Posey explained that this will be published in the weekend edition of the Natchitoches Times. Mayor Posey stated that the DOTD explained that if they have the public meeting near the area of the project they tend to have better attendance so that is why they chose that location.

Mayor Posey further announced there are people asking about the sale and use of fireworks during the holidays. Mayor Posey stated that there is an Ordinance for the sale of fireworks, but there is not an ordinance for the popping of fireworks.

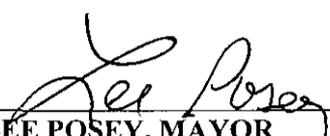
Ms. Morrow stated they have a problem with the red light out by Brookshires. She stated that the light is coming on "green" both ways and this is critical. Mr. Wimberly explained that the DOTD has been notified.

Ms. Morrow thanked the Mayor for coming out to MLK Day. Ms. Morrow stated she saw him at 2 events and appreciated his attendance.

Mayor Posey announced that Mr. Nielsen met with the Project Manager on the Water Well Road Project and it appears they have a good road now and there should be no more issues. Mayor Posey asked what the completion date was on this project. Randy LaCaze stated he believe the completion date is the first 4 to 6 weeks of 2014. Mr. LaCaze explained they originally thought it would be completed by late 2013. Mayor Posey thanked Mr. Nielsen for going out and speaking with the Project Manager.

Ms. Morrow stated that she wanted to give a personal thanks to Mr. Kendrick Llorens and Mr. Bernstien for helping out on MLK Day.

With no further discussion, the Mayor made a motion to adjournment and all were in favor. The meeting was adjourned at 6:07 P.M.

  
LEE POSEY, MAYOR

  
DON MIMS, MAYOR PRO TEMPORE