

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
OCTOBER 26, 2015
5:30 P.M.

AGENDA

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF OCTOBER 12, 2015**
5. **PROCLAMATIONS:**
#098 Mims Proclamation Declaring November 11, 2015 As Veteran's Day In The City Of Natchitoches (Accepting: Bob Gillan)
6. **PLANNING & ZONING – INTRODUCTION:**
#052 Payne Ordinance Declaring Certain Buildings Unsafe And Recommending That Same Be Demolished Or Put Into Repair To Comply With The Building Code, Authorizing Notice To Be Serviced, Fixing Hearing Date And Appointing Curator To Represent Absentees.
7. **ORDINANCES– FINAL:**
#050 Stamey Ordinance Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute An Act Of Exchange With **Trinity Baptist Church** Natchitoches, Louisiana, In Lot 14 Of Block 3 Of Martin Park And Adjacent Property, In Order To Acquire Property To Be Used In A Proposed Park Expansion, And Further Providing For Advertising Of The Act Of Exchange And Effective Date.

#051 Morrow Ordinance Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute A Lease With Option To Purchase For The Lease And Eventual Purchase Of Tract Located At 560 And 562 Second Street, From G. F. Thomas Investments, L.P., Et Al, Said Lease Providing For A Five Year Term With An Option To Purchase At The End Of The Term, To Provide For Advertising, And A Savings Clause.
8. **ORDINANCES– INTRODUCTION:**
#053 Nielsen Ordinance Extending The City Limits Of The City Of Natchitoches Annexing A 7.48 Acres, More Or Less, Tract Situated In Section 81, Township 9, Range 7 West, Natchitoches Parish, Louisiana, Said Tract Lying Adjacent To And North Of Jefferson Highway, And Adjacent To The Existing Municipal Limits Of The City Of

Natchitoches, And Further Providing For The Fixing of A Public Hearing, Advertisement, Fixing Council District For Same, Fixing Zoning Classification And Providing For An Effective Date Of Ordinance.

#054 Morrow Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For The LA 1 Bypass Ground Storage Tank Painting Project (**Bid No. 0571**)

#055 Nielsen Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For The Electrical Distribution Along Parkway and Howell Streets (**Bid No. 0572**)

9. **RESOLUTIONS:**

#099 Payne Resolution Authorizing A One-Time Salary Supplement Payment To The City Of Natchitoches Employees.

#100 Mims Resolution Authorizing The Mayor To Execute An Agreement With The Louisiana Department Of Transportation And Development (LA DOTD) For Improvements At The Natchitoches Regional Airport. (**Rehabilitate Runway 17/35 – Phase II**)

Resolution 101 was **TABLED** by Mr. Nielsen and Seconded by Mr. Payne

#101 Stamey Resolution Authorizing The Transfer Of A Lease Agreement Providing For The Lease Of A Lot In The Natchitoches Regional Airport From Marc Millican And Kevin McGregor To The HGF Company, LLC, Including The Authorization Of The Mayor To Execute An Instrument Approving The Assignment Of The Lease.

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

11. **ANNOUNCEMENTS:** The next scheduled City Council meeting will be **November 9, 2015.**

The offices of the City of Natchitoches will be closed **Wednesday, November 11, 2015** in observance of Veterans Day

12. **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, OCTOBER 26, 2015 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, October 26, 2015 at 5:30 p.m.

There were present:

Mayor Lee Posey
Councilman David Stamey
Councilman Dale Nielsen
Councilwoman Sylvia Morrow

Guests: Northwestern State University Homecoming Court
Members of the Daughters of the American Revolution
Members of the Natchitoches Rotary Club

Absent: Councilman At Large Don Mims, Jr.
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 Councilwoman Morrow was asked to lead the pledge of allegiance.

Mayor Posey then called for the reading and approval of the minutes for the October 12, 2015 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Ms. Nielsen. The roll call vote was as follows:

| | |
|-----------------|---------------------------------------------|
| Ayes: | Payne, Nielsen, Mims, Stamey, Morrow |
| Nays: | None |
| Absent: | None |
| Abstain: | None |

Mayor Posey we had some bad weather and the Utility Department has been working through the night and all day to restore power to City customers. He also congratulated Mr. David Stamey for winning the Clerk of Court seat during this past weekend's election.

Mr. James McNeal, World War II Veteran, will be honored and remembered at the Veteran's Park on Thursday, October 29th at 1:30 p.m. by the French Consul and Senator Gerald Long. Though now deceased, Mr. McNeal's wife will be accepting the Legion of Honor medal in his place. We invite everyone out to attend this memorable occasion.

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

RESOLUTION NO. 098 OF 2015

**A RESOLUTION DECLARING NOVEMBER 11, 2015
AS VETERANS DAY IN THE CITY OF NATCHITOCHES**

WHEREAS, the citizens of Natchitoches, Louisiana and the United States of America live in freedom because of the contributions and personal sacrifices made by those who have served and by those now serving in the Armed Forces; and

WHEREAS, our nation has fought and continues to fight battles around the world for the ideas of liberty and justice; and

WHEREAS, we remember with somber and grateful hearts those men and women who have served in the military with distinction and valor as sailors, soldiers, airmen and Marines, and offer our sincere prayers for those who continue to defend the principles on which our nation was founded; and

WHEREAS, we will endeavor to always honor the contributions and sacrifices of the millions of veterans who have, over the centuries, served in the military; and

WHEREAS, the Parish of Natchitoches is home to more than 3000 veterans. We are proud to recognize our country's veterans and extend the appreciation of our citizens to those who wear the uniforms of the United States Armed Forces and serve on the front lines, preserving freedom and liberty.

NOW THEREFORE, I Lee Posey, Mayor, and the Natchitoches City Council, do hereby proclaim November 11, 2015 as:

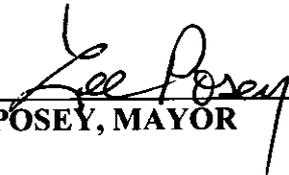
VETERANS DAY

in the City of Natchitoches, and encourage all citizens to observe and appreciate the sacrifices and contributions of our veterans who fought for peace and defended democracy in our land and abroad.

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

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

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 26th day of October, 2015.



LEE POSEY, MAYOR

Mr. Don Mims present Dr. Bob Gillan with the Veteran's Day Proclamation. Dr. Gillan, co-chair of the Veterans Memorial Park, thanked the Mayor, City Council, and administration for all the support you have given us with the park. There will be a ceremony on November 11th at 2:30 p.m. at the Veterans Park and everyone is invited to attend. We will be honoring the surviving World War II veterans.

The following Ordinance was introduced by Mr. Payne at the Natchitoches City Council meeting held on October 26, 2015 as follows:

ORDINANCE NO. 052 OF 2015

AN ORDINANCE DECLARING CERTAIN BUILDINGS UNSAFE AND RECOMMENDING THAT SAME BE DEMOLISHED OR PUT INTO REPAIR TO COMPLY WITH THE BUILDING CODE, AUTHORIZING NOTICE TO BE SERVED, FIXING HEARING DATE AND APPOINTING CURATOR TO REPRESENT ABSENTEES

WHEREAS, the City Building Inspector and the Director of Planning & Zoning have filed written reports with the City Council declaring that the buildings listed below are in a dangerous and unsanitary condition which makes them unsafe and endangering the public welfare, and recommending that said buildings be demolished or put in repair to comply with the Building Code, to-wit:

1. Kenny R. & Sandra M. Dyess
119 Melody Lane
Many, LA 71449

Lot 3 & N 5 Ft Of Lot 4 And A Strip Off The S Side Of Lot 2, Being 24 Ft On The Hwy And 12 Ft On The E Line, All In Blk "D" Of St. Denis Heights Subd. (1621 Washington St.)

2. Julia Brooks
C/O Huey P. Mitchell
1444 Berry Ave.
Natchitoches, LA 71457

Lot 50 x 125 Ft On Powell St. Designated As Lot 3 On Plat #102893 By Hyams (221 Powell St.)

3. John Gaines Est.
C/O Lvert Blunt
818 Martin Luther King Dr.
Natchitoches, LA 71457

Lot West Side 8th Street, Bet. Pavie & Lafayette Sts., N & W By Bloodworth, S By Rogers (818 Martin Luther King Dr.)

4. Frank L. Britton Jr., Et Al
C/O Frank Britton, Jr.
P.O. Box 6171
West Palm Beach, FL 33405-3088

Lot SW Cor Howell & Collins St. 140x95', S By Johnson, W By Seaman (150 Howell St.)

5. Katherine G. Ayers
C/O Brenda Benford
623 Danbury Park Lane
Houston, TX 77073

Lot 5 Blk Z Of Hedges Add. (1020 Collins St.)

Mr. Charles Whithead, Jr. approached the podium on behalf of his client, Huey Mitchell (221 Powell Street). He stated they have been trying to sell this property through the succession over the last three months. Every time this has gone before the court, one of the heirs has disputed the decision with roll books he has. I will have to advertise the property again and I am asking for 90 days to try to sell this property.

Mrs. Juanita Fowler stated she has made trips to the property many times hence the reason it is being brought before the Council tonight. She then noted the ordinance will lay over for 30 days before it is brought before the Council again and then will have another 30 days before the City does anything to the property. Certainly we would like the owners to take care of the property by either means of selling it or demolition, and hope that will be the case within the next 60 days. There is no reason to give an extension as the time frame will give Mr. Whitehead and the owners plenty of time to resolve this situation.

CERTIFICATION ON BACK

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

ORDINANCE NO. 050 OF 2015

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, LEE POSEY, TO EXECUTE AN ACT OF EXCHANGE WITH TRINITY BAPTIST CHURCH NATCHITOCHEs, LOUISIANA, IN LOT 14 OF BLOCK 3 OF MARTIN PARK AND ADJACENT PROPERTY, IN ORDER TO ACQUIRE PROPERTY TO BE USED IN A PROPOSED PARK EXPANSION, AND FURTHER PROVIDING FOR ADVERTISING OF THE ACT OF EXCHANGE AND EFFECTIVE DATE.

WHEREAS, the City of Natchitoches (sometimes hereinafter "City") is the owner of certain property described as Lots 11, 12, 13 and 14 of Block 3 of Martin Park, which property is currently used as a Fire Department substation and a City Park; and

WHEREAS FURTHER, Trinity Baptist Church Natchitoches, Louisiana (sometimes hereinafter "Trinity Baptist") is the owner of a tract of land that is situated and located to the South of the above described property of the City; and

WHEREAS FURTHER, the City has plans to expand the city park located on its above described property and is in need of additional ground for the expansion; and

WHEREAS FURTHER, Trinity Baptist has agreed to transfer a twenty-five (25) foot strip of ground to the City in exchange for a triangular tract of ground located on the East end of Lot 14 of Block 3 of Martin Park

WHEREAS FURTHER, the City has caused a survey to be prepared by Robert Lynn Davis (a copy of which is attached hereto) which said survey depicts the tract to be conveyed to Trinity Baptist as Tract "1" and the tract to be conveyed to the City as Tract "2"; and

WHEREAS FURTHER, the City and Trinity Baptist have agreed to enter into an Act of Exchange by which the City will acquire title to Tract "2" and Trinity Baptist will acquire title to Tract "1"; and

WHEREAS FURTHER, the tract to be received by the City is significantly larger than the tract to be received by Trinity Baptist and to provide consideration for the difference in value, the City will pay the sum of \$8,000.00 to Trinity Baptist; and

WHEREAS FURTHER, the proposed Act of Exchange has been reviewed by the City Council, with the attached survey depicting the tract to be exchanged; and

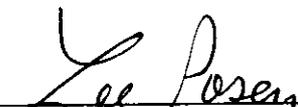
NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Natchitoches, in legal session convened does hereby approve the Act of Exchange with Trinity Baptist Church Natchitoches, Louisiana, under the terms and conditions set forth therein, and accordingly, the Mayor, Lee Posey, is hereby authorized and empowered to act on behalf of the City and execute the said Act of Exchange.

THIS ORDINANCE was introduced on October 12, 2015 and published in the *Natchitoches Times* on October 17, 2015.

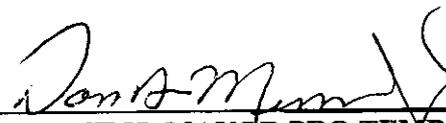
The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

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

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 26th day of October, 2015.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 27th day of October, 2015 at 10:00 A.M.

STATE OF LOUISIANA

PARISH OF NATCHITOCHEES

ACT OF EXCHANGE

BE IT KNOWN that this date, before the undersigned Notary Public, in and for the Parish of Natchitoches and in the presence of the undersigned competent witnesses, came and appeared:

CITY OF NATCHITOCHEES, LOUISIANA, a municipal corporation, with mailing address of Post Office Box 37, Natchitoches, Louisiana, 71458-0037, represented herein by Mayor Lee Posey, duly authorized to act herein pursuant to **Ordinance No. 050 of 2015**, a copy of which is attached hereto (hereinafter referred to as "**City**")

AND

TRINITY BAPTIST CHURCH NATCHITOCHEES, LOUISIANA, a Louisiana non-profit religious corporation, domiciled in the Parish of Natchitoches, with mailing address of 527 Howard Street, Natchitoches, Louisiana 71457, represented herein by Kenny Durr, Bo Wilson and Larry Ryals, Trustees, authorized to act on behalf of the Corporation pursuant to action taken at a business meeting of the membership, as evidenced by the attached letter from Pastor Joshua Currie

(hereinafter referred to as "**Trinity**")

who did respectively state and declare as follows:

WHEREAS, **City** is the owner of the following described tract:

That certain tract of land, together with all buildings and improvements thereon, situated in the City of Natchitoches, Louisiana, and being shown and depicted as Tract "1" on a plat of survey by Robert Lynn Davis, entitled "Two Tracts of Land, Being a Portion of Lot 14 of Block 3 of Martin Park and an Adjacent Tract Located in the City of Natchitoches, Natchitoches Parish, Louisiana", and dated September 24, 2015, which said plat is recorded at Map Slide 736-A, and said Tract "2" being more fully described thereon as follows, to-wit:

Beginning at a found ½ inch iron rod for the Southwest corner of Lot 12 of Block 3 of Martin Park, thence South 89 degrees 15 minutes 35 seconds East a distance of 81.93 feet; thence South 89 degrees 19 minutes 6 seconds East a distance of 597.87 feet to the Point of Beginning of the tract herein described; thence from the Point of Beginning North 1 degree 45 minutes 46 seconds East a distance of 27.50 feet; thence South 70 degrees 16 mutes 59 seconds East a distance of 84.30 feet; thence North 89 degrees 19 minutes 5 seconds West a distance of 80.21 feet to the Point of Beginning, all as more fully shown on the above referenced survey by Davis.

WHEREAS FURTHER, **Trinity** is the owner of the following described tract:

That certain tract of land, together with all buildings and improvements thereon, situated in the City of Natchitoches, Louisiana, and being shown and depicted as Tract "2" on a plat of survey by Robert Lynn Davis, entitled "Two Tracts of Land, Being a Portion of Lot 14 of Block 3 of Martin Park and an Adjacent Tract Located in the City of Natchitoches, Natchitoches Parish, Louisiana", and dated September 24, 2015, which said plat is recorded at Map Slide 736-A, and said Tract "2" being more fully described thereon as follows, to-wit:

Beginning at a found ½ inch iron rod for the Southwest corner of Lot 12 of Block 3 of Martin Park, thence South 89 degrees 15 minutes 35 seconds East a distance of 81.93 feet to the Point of Beginning of the tract herein described; thence from the Point of Beginning South 89 degrees 19 minutes 6 seconds East a distance of 597.87 feet; thence South 1 degrees 45 minutes 46 seconds West a distance of 25.01 feet; thence North 89 degrees 19 minutes 5 seconds West a distance of 599.34 feet; thence North 5 degrees 7 minutes 27 seconds East a distance of 25.07 feet to the Point of Beginning, all as more fully shown on the above referenced survey by Davis.

NOW THEREFORE, City and Trinity declare that they do, by these presents, make an exchange of properties on the express terms and conditions hereinafter set forth, as follows, to-wit:

Now, for and in consideration of the transfer to him as hereinafter set forth, **City** does hereby grant, bargain, assign, set over, transfer and deliver, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which he has or may have against all preceding owners and vendors unto **Trinity**, the immovable property described as follows:

That certain tract of land, together with all buildings and improvements thereon, situated in the City of Natchitoches, Louisiana, and being shown and depicted as Tract "1" on a plat of survey by Robert Lynn Davis, entitled "Two Tracts of Land, Being a Portion of Lot 14 of Block 3 of Martin Park and an Adjacent Tract Located in the City of Natchitoches, Natchitoches Parish, Louisiana", and dated September 24, 2015, which said plat is recorded at Map Slide 736-A, and said Tract "2" being more fully described thereon as follows, to-wit:

Beginning at a found ½ inch iron rod for the Southwest corner of Lot 12 of Block 3 of Martin Park, thence South 89 degrees 15 minutes 35 seconds East a distance of 81.93 feet; thence South 89 degrees 19 minutes 6 seconds East a distance of 597.87 feet to the Point of Beginning of the tract herein described; thence from the Point of Beginning North 1 degree 45 minutes 46 seconds East a distance of 27.50 feet; thence South 70 degrees 16 minutes 59 seconds East a distance of 84.30 feet; thence North 89 degrees 19 minutes 5 seconds West a distance of 80.21 feet to the Point of Beginning, all as more fully shown on the above referenced survey by Davis.

And now, for and in consideration of the transfer to him, as hereinabove set forth, the **Trinity** does hereby grant, bargain, assign, set over, transfer and deliver, with all legal warranties

and with full substitution and subrogation in and to all the rights and actions of warranty which he has or may have against all preceding owners and vendors, unto **City**, the immovable property described as follows:

That certain tract of land, together with all buildings and improvements thereon, situated in the City of Natchitoches, Louisiana, and being shown and depicted as Tract "2" on a plat of survey by Robert Lynn Davis, entitled "Two Tracts of Land, Being a Portion of Lot 14 of Block 3 of Martin Park and an Adjacent Tract Located in the City of Natchitoches, Natchitoches Parish, Louisiana", and dated September 24, 2015, which said plat is recorded at Map Slide 736-A, and said Tract "2" being more fully described thereon as follows, to-wit:

Beginning at a found ½ inch iron rod for the Southwest corner of Lot 12 of Block 3 of Martin Park, thence South 89 degrees 15 minutes 35 seconds East a distance of 81.93 feet to the Point of Beginning of the tract herein described; thence from the Point of Beginning South 89 degrees 19 minutes 6 seconds East a distance of 597.87 feet; thence South 1 degrees 45 minutes 46 seconds West a distance of 25.01 feet; thence North 89 degrees 19 minutes 5 seconds West a distance of 599.34 feet; thence North 5 degrees 7 minutes 27 seconds East a distance of 25.07 feet to the Point of Beginning, all as more fully shown on the above referenced survey by Davis.

TO HAVE AND TO HOLD the above described properties unto said parties, respectively, the one exchanger unto the other, their heirs, successors, and assigns forever.

It being the intent of the parties, that following this exchange, **City** will be the owner of Tract "2" as shown and depicted on the September 24, 2015, survey by Davis recorded at Map Slide 736-A and **Trinity** will be the owner of Tract "1" as shown and depicted on the September 24, 2015, survey by Davis recorded at Map Slide 736-A.

This Exchange is made and mutually accepted by the parties hereto. The parties agree and understand that the property received by the City has a greater value than the property received by Trinity Baptist, and that the City is paying the difference in values in cash in the amount of \$8,000.00, cash in hand paid, the receipt of which is hereby acknowledged.

This Exchange is made and mutually accepted by the parties hereto,

Remainder of page left blank intentionally

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

ORDINANCE NUMBER 051 OF 2015

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, LEE POSEY, TO EXECUTE A LEASE WITH OPTION TO PURCHASE FOR THE LEASE AND EVENTUAL PURCHASE OF TRACT LOCATED AT 560 AND 562 SECOND STREET, FROM G. F. THOMAS INVESTMENTS, L.P., ET AL, SAID LEASE PROVIDING FOR A FIVE YEAR TERM WITH AN OPTION TO PURCHASE AT THE END OF THE TERM, TO PROVIDE FOR ADVERTISING, AND A SAVINGS CLAUSE.

WHEREAS, the Mayor of the City of Natchitoches, Lee Posey, has negotiated for the lease of that property located at 560 and 562 Second Street from the G. F. Thomas Investments, L.P., A & F Walker Limited Partnership and Mary Frances Garner (sometimes hereinafter collectively referred to as "Thomas"); and

WHEREAS FURTHER, the site is of importance to the City of Natchitoches (sometimes hereinafter "City") due to its location adjacent to and to the South of the Central Fire Station; and

WHEREAS FURTHER, the terms of the lease are for a five (5) year period with consideration of Fourth-Three Thousand Five Hundred and 00/100 (\$43,500.00) Dollars for the first year of the lease, Fourth-Three Thousand Five Hundred and 00/100 (\$43,500.00) Dollars for the second year of the lease, Fourth-Three Thousand Five Hundred and 00/100 (\$43,500.00) Dollars for the third year of the lease, Fourth-Three Thousand Five Hundred and 00/100 (\$43,500.00) Dollars for the fourth year of the lease, and Fourth-Three Thousand Five Hundred and 00/100 (\$43,500.00) Dollars for the fifth year of the lease, together with an Option to Purchase the subject property at the end of the lease term for one Dollar and other valuable consideration being the rent payments made over the term of the lease, all as set forth in the attached Lease with Option to Purchase by and between the G. F. Thomas Investments, L.P., A & F Walker Limited Partnership and Mary Frances Garner and the City of Natchitoches;

WHEREAS FURTHER, the property has been appraised by Gregg Wilbanks, Louisiana State Certified General Real Estate Appraiser, as having a market value of Two Hundred Seventeen Thousand and Five Hundred and 00/100 (\$217,500.00) Dollars, which is the total consideration to be paid for the property under the terms of the Lease with Option to Purchase; and

WHEREAS FURTHER, the City will accept the property "as is", be responsible for taxes and insurance, provide for the maintenance of the building, and accept all other responsibilities set forth in the attached Lease with Option to Purchase; and

WHEREAS FURTHER, the proposed Lease with Option to Purchase has been reviewed by the City Council of the City of Natchitoches and the City Council approves same; and

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Natchitoches, in legal session convened that the proposed Lease with Option to Purchase by and between the G. F. Thomas Investments, L.P., A & F Walker Limited Partnership and Mary Frances Garner and the City of Natchitoches is hereby approved, under the terms and conditions set forth therein, and accordingly, the Mayor, Lee Posey, is hereby authorized and empowered to act on behalf of the City and execute the said Lease with Option to Purchase.

THIS ORDINANCE was introduced on October 12, 2015 and published in the *Natchitoches Times* on October 17, 2015.

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

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

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 26th day of October, 2015.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE

CERTIFICATION ON BACK

STATE OF LOUISIANA

PARISH OF NATCHITOCHE

LEASE WITH OPTION TO PURCHASE

BE IT KNOWN, that on this the 2nd day of December, 2015, before me, the undersigned witnesses and Notary Public, personally came and appeared:

G. F. Thomas Investments, L.P., a limited partnership organized under the laws of the state of Texas, authorized to do and doing business in the state of Louisiana, with its principle office in the state of Louisiana at 603 Whitfield Drive, Natchitoches, Louisiana 71457, represented herein by Gerard F. Thomas, Jr., its general partner;

A & F Walker Limited Partnership, a Texas limited partnership, duly registered with the Office of the Secretary of State of Louisiana as a foreign partnership, having a permanent mailing address of 1000 Broadway Street, Minden, Louisiana 71055, appearing through its general partner, A & F Walker Management, LLC, a Louisiana limited liability company, duly registered with the Office of the Secretary of State of Louisiana on October 19, 1999, appearing herein through its manager Thomas A. Walker; and

AND

Mary Frances Garner, a single woman, dealing with her separate property herein, a resident of Denton, Denton County, State of Texas, with mailing address for tax purposes of 2009 Fairmount Park Drive, Denton, Texas, 76210,

(hereinafter sometimes collectively referred to as "LESSOR" and "LESSOR/SELLER")

AND

CITY OF NATCHITOCHE, LOUISIANA, a municipal corporation, represented herein by Mayor Lee Posey pursuant to Ordinance Number 51 of 2015, with mailing address of Post Office Box 37, Natchitoches, Louisiana, 71458

(hereinafter sometimes referred to as "LESSEE" and "LESSEE/BUYER")

ALL OF WHOM DECLARED AS FOLLOWS:

I.

LESSOR does hereby lease, rent, and let unto the LESSEE, the following described property,

to-wit:

That certain piece, parcel of plot of ground, together with all buildings and improvements located thereon, situated on the West side of Second Street in the City and Parish of Natchitoches, Louisiana, bearing municipal address of 560 and 562 Second Street, having a front of 45 feet along Second Street, bounded on the South by property, now or formerly, of Cunningham, and North by property of the City of Natchitoches.

(Sometimes hereinafter "Leased Premises").

II.

2.1 The term of this lease is for a period of five (5) years, commencing on the 1st day of

January, 2016, and continuing until the 31st day of December, 2020. Notwithstanding any provision herein to the contrary, LESSOR shall deliver possession of the Leased Premises to the LESSEE immediately upon execution of this Lease With Option To Purchase by all parties but in no event later than December 31, 2015. At the time of such delivery of possession, all terms of this Agreement shall immediately become effective, including the provisions of Article IV and Article V herein below regarding the payment of expenses and assumption of liability. Property taxes for the 2015 tax year shall be pro-rated between the parties as of date of execution of this Lease With Option To Purchase by all parties.

2.2 The rental payments shall be made in annual installments due on or after the 1st day of January of each year, beginning on January 1, 2016. Annual rental payments shall be as follows: for the first year the sum of Forty-Three Thousand Five Hundred and 00/100 (\$43,500.00) Dollars shall be paid on or after January 1, 2016, for the second year the sum of Forty-Three Thousand Five Hundred and 00/100 (\$43,500.00) Dollars shall be paid on or after January 1, 2017, for the third year the sum of Forty-Three Thousand Five Hundred and 00/100 (\$43,500.00) Dollars shall be paid on or after January 1, 2018, for the fourth year the sum of Forty-Three Thousand Five Hundred and 00/100 (\$43,500.00) Dollars shall be paid on or after January 1, 2019, and for the fifth year the sum of Forty-Three Thousand Five Hundred and 00/100 (\$43,500.00) Dollars shall be paid on or after January 1, 2020.

III.

3.1 The LESSEE shall use the premises for commercial, business purposes, and agrees not to carry on any activities on the property which is unlawful or in violation of any zoning ordinance, or any other laws, nor for any purpose that tends to injure or depreciate the property or create a nuisance.

3.2 The LESSEE shall have the responsibility to repair and maintain the premises, including the mechanical works (heating, cooling, electrical, plumbing, roofing, etc.).

3.3 Any improvements made by the LESSEE to the Leased Premises shall be the property of the LESSOR at the termination of the lease, provided that the option granted herein is not exercised.

3.4 The LESSEE will be responsible for all utility services on the premises, at its expense.

3.5 The LESSEE shall have the right to sub-lease the Leased Premises.

IV.

4.1 The LESSEE will be responsible for any and all liability and fire insurance coverage on

the premises, at its expense. The **LESSEE** will be responsible for providing insurance on contents and equipment.

4.2 The **LESSEE** will also be responsible for all ad valorem taxes during the term of the lease.

4.3 The **LESSEE** will be responsible for repairs and maintenance of any kind to the premises.

V.

5.1 The **LESSOR** shall not be liable to the **LESSEE**, or to **LESSEE**'s employees, invitees, visitors, or other persons on the premises with or without the permission of the **LESSEE** for any damage to person or property caused by any act, omission or neglect of **LESSEE** or any person acting under their direction, either express or implied, and **LESSEE** agrees to hold the **LESSOR** and their insurance carrier harmless from all claims for any such damage, whether the injury or damage occurs on or off the leased premises.

5.2 The **LESSEE** hereby assumes responsibility for the condition of the leased premises and the **LESSOR** shall not be liable for injury caused by any defect to the **LESSEE** or anyone on the premises who derives his right to be thereon from the **LESSEE**, or either of them, unless the **LESSORS** knew of or should have known of the defect or had received notice thereof and failed to remedy it within a reasonable time.

VI.

6.1 Failure to pay the monthly rental timely, or failure to comply with any of the terms and conditions of this lease shall be deemed a default of this lease, and if the default is not cured within fifteen (15) days after written demand by the **LESSOR** to **LESSEE**, the **LESSOR** may proceed to declare the lease in default and the entire amount of the rent for the five year term shall be immediately due and collectible at the option of the **LESSOR**. The **LESSOR** reserve any and all rights that they might have under the law, including the right to sue for immediate eviction, rents, damages, reimbursements, costs, and reasonable attorney fees incurred.

6.2 This lease shall inure to the benefit of the heirs, successors, and assigns of the **LESSOR** and the **LESSEE**.

VII.

OPTION TO PURCHASE

7.1 Provided that the **LESSEE** is current in its payments of rent and further provided that the

LESSEE has not violated any of the provisions of this lease, the **LESSEE** shall have the exclusive option, at any time during the term of this lease, to purchase the herein above described property under the following terms and conditions:

a) The sales price of the property shall be the sum of \$217,500.00, which is the sum of all rent payments made under the terms of the lease. Upon the exercise of the option by the **LESSEE**, all lease payments previously made by the **LESSEE** shall be credited against the sales price.

b) The **LESSOR/SELLER** will convey good and merchantable title to the **LESSEE/BUYER**, free and clear of all encumbrances.

c) The ad valorem taxes (city and parish) for the calendar year will be assumed by the **LESSEE/BUYER**.

d) All expenses and costs for the passing of the act of sale, including attorney fees and recording costs will be paid by the **LESSEE/BUYER**.

e) The parties acknowledge that all buildings and improvements will be leased and conveyed pursuant to the Option To Purchase without warranty and "AS IS". As a material part of the consideration for the lease and the option to purchase, **LESSOR/SELLER** and **LESSEE/BUYER** agree that **LESSEE/BUYER** is taking the buildings and improvements "AS IS", "WHERE IS" and with all faults, with any and all latent and patent defects, and without representations or warranties of any kind, express or implied, or arising by operation of law.

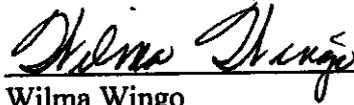
LESSEE/BUYER expressly waives all warranties as to the Leased Premises herein sold pursuant to the Option To Purchase, whether implied by this or any other writing or representation, as well as all warranties provided by law. This waiver applies to all warranties of any nature, express or implied, including without limitation, warranties of fitness for a particular purpose, or of merchantability, or otherwise. **LESSEE/BUYER** understands that under Articles 2520 through 2548 of the Louisiana Civil Code and other provisions of law this sale would ordinarily include a warranty, implied by law, against certain defects in the property sold. **LESSEE/BUYER** expressly waives any and all such warranties with respect to all defects, whether apparent or latent, visible or not, and regardless of whether **LESSEE/BUYER** is presently aware of such defects. This waiver of warranty extends to all defects, even if the defect or defects render the property absolutely useless, or so inconvenient and imperfect that **LESSEE/BUYER** would not have purchased the Leased Premises had **LESSEE/BUYER** know of the defect. **LESSEE/BUYER** has examined the property thoroughly and

STATE OF LOUISIANA

PARISH OF NATCHITOCHEs

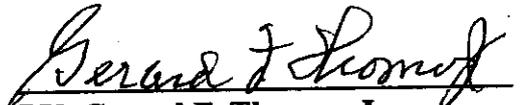
THUS DONE AND PASSED in the presence of the undersigned Notary Public and subscribing witnesses on this the 2ND day of December, 2015, at Natchitoches, Louisiana.

WITNESSES:

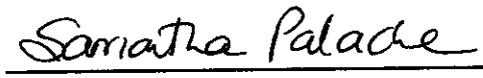


Wilma Wingo

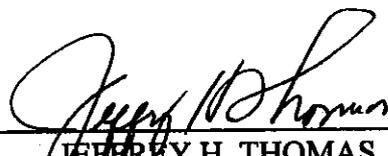
G. F. Thomas Investments, L.P.



BY: Gerard F. Thomas, Jr.,
General Partner



Samantha L. Palache



JEFFREY H. THOMAS
NOTARY PUBLIC, NOTARY NO. 28903

STATE OF LOUISIANA

PARISH OF WEBSTER

THUS DONE AND PASSED in the presence of the undersigned Notary Public and
subscribing witnesses on this the 24th day of November, at Minden, Louisiana.

WITNESSES:

Robert Green

A & F Walker Limited Partnership

Thomas A. Walker
BY: A & F Walker Management, LLC,
Represented by Thomas A. Walker
Its manager

Shirley P. Hodges

Caron Hony #057295
Notary Public Signature
Caron Hony
print notary name
Notary No. 057295

STATE OF TEXAS

COUNTY OF DENTON

THUS DONE AND PASSED in the presence of the undersigned Notary Public and
subscribing witnesses on this the 20th day of November, 2015, at Denton, County of Denton, Texas.

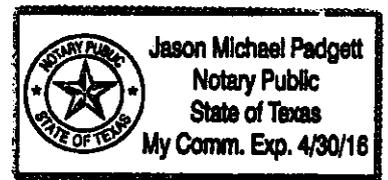
WITNESSES:

[Signature]

Mary Frances Garner
Mary Frances Garner

Charlette Jones

[Signature]
Notary Public Signature
JASON PADGETT
print notary name
Notary No. 12897783 - 8



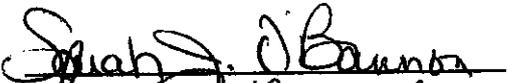
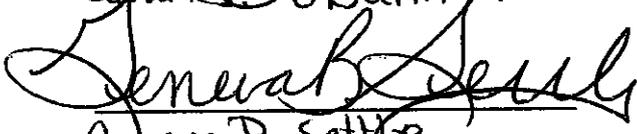
STATE OF LOUISIANA

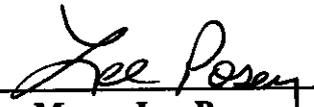
PARISH OF NATCHITOCHEs

THUS DONE AND PASSED in the presence of the undersigned Notary Public and
subscribing witnesses on this 21 day of December, 2015, at Natchitoches, Louisiana.

WITNESSES:

CITY OF NATCHITOCHEs


~~Sarah J. O'Bannon~~
Sarah J. O'Bannon

Geneva B. Settle


By: Mayor Lee Posey
LESSEE


NOTARY PUBLIC

THUS DONE AND PASSED at my office in Natchitoches Parish, Louisiana, in the presence of Stacy McQueary and Hannah Wenninger, competent witnesses, and me, Notary Public, on this the 13th day of November, 2015.

ATTEST:

Stacy McQueary

City of Natchitoches

Lee Posey
By: Mayor Lee Posey

Hannah Wenninger

Trinity Baptist Church, Natchitoches, Louisiana

Larry Ryals
By: Larry Ryals, Trustee

Bo Wilson
By: Bo Wilson, Trustee

Kenny Durr
By: Kenny Durr, Trustee

Randall S. LaCaze
NOTARY PUBLIC
Print Name: Randall S. LaCaze
Notary # 15730

The following Ordinance was introduced by Mr. Nielsen at the Natchitoches City Council meeting held on October 26, 2015 as follows:

ORDINANCE NO. 053 OF 2015

AN ORDINANCE EXTENDING THE CITY LIMITS OF THE CITY OF NATCHITOCHEs ANNEXING A 7.48 ACRES, MORE OR LESS, TRACT SITUATED IN SECTION 81, TOWNSHIP 9 NORTH, RANGE 7 WEST, NATCHITOCHEs PARISH, LOUISIANA, SAID TRACT LYING ADJACENT TO AND NORTH OF JEFFERSON HIGHWAY, AND ADJACENT TO THE EXISTING MUNICIPAL LIMITS OF THE CITY OF NATCHITOCHEs, AND FURTHER PROVIDING FOR THE FIXING OF A PUBLIC HEARING, ADVERTISEMENT, FIXING COUNCIL DISTRICT FOR SAME, FIXING ZONING CLASSIFICATION AND PROVIDING FOR AN EFFECTIVE DATE OF THE ORDINANCE.

WHEREAS, a petition has been filed in accordance with Revised Statutes 33:172, et. seq., by **Ratcliff Investments, L.L.C.**, requesting that the boundaries of the City of Natchitoches be enlarged so as to include the following described property, to-wit:

THAT CERTAIN TRACT OF LAND, situated and located in Section 81, Township 9 North, Range 7 West, Natchitoches Parish, Louisiana, being a portion of Lot 9 of Cook, Breazeale & Watson Subdivision, and being 7.48 acres, more or less, shown and depicted on a survey by Colby C. Buller, P.L.S. of Monceaux Buller & Associates, LLC, dated December 19, 2013, and being more particularly described thereon as follows, to-wit:

Commencing at the Southwest corner of Lot 9 of Cook, Watson & Breazeale Subdivision, located in Section 81, Township 9 North, Range 7 West, Natchitoches Parish, Louisiana, and being a point on the existing corporate limits of the City of Natchitoches, Louisiana, thence North 60 degrees 57 minutes 54 seconds East, along the existing corporate limits of the City of Natchitoches, a distance of 77.08 feet; thence North 60 degrees 57 minutes 54 seconds East, along the existing corporate limits of the City of Natchitoches, a distance of 180.98 feet; thence North 62 degrees 13 minutes 37 seconds East, along the existing corporate limits of the City of Natchitoches, a distance of 58.02 feet; thence North 22 degrees 49 minutes 54 seconds West a distance of 189.93 feet; thence North 68 degrees 39 minutes 46 seconds East a distance of 115.2 feet; thence North 7 degrees 42 minutes 31 seconds West a distance of 456.45 feet; thence North 82 degrees 17 minutes 29 seconds East a distance of 25 feet; thence North 7 minutes 17 minutes 15 seconds West a distance of 478.09 feet; thence South 89 degrees 12 minutes 51 seconds West a distance of 227.27; thence South 00 degrees 37 minutes 37 seconds East a distance of 1,296.12 to the point of beginning, and said tract being shown and depicted as Tract 9A and 9B on the above referenced plat by Buller.

WHEREAS, the petitioner represents one hundred percent in value of the property owners with in the area described above, and there are no registered voters or resident property owners on the property described above as is reflected in the attached certificate from the Assessor's Office of the Parish of Natchitoches, Louisiana and certificate from the Office of the Registrar of Voters of

the Parish of Natchitoches, Louisiana, which are filed with the petition for annexation;

WHEREAS FURTHER, attached to the petition is a certificate from the Tax Assessors's Office of the Parish of Natchitoches, Louisiana, certifying that the requirements of Louisiana R.S. 33:172 have been complied with, said certificate being dated the _____ day of _____, 2015.

WHEREAS FURTHER, the matter was considered by the City Council for the City of Natchitoches, Louisiana, and a public hearing was called for on the _____ day of _____, 2015, at which time the public was allowed to express opinions concerning this annexation;

WHEREAS FURTHER, the notice of filing of the petition has been published in The Natchitoches Times, legal journal of the City of Natchitoches, Louisiana, on the _____ and _____, 2015;

WHEREAS FURTHER, an opportunity has been given to all interested person in accordance with Louisiana R. S. 33:172, et. seq., on the _____ day of _____, 2015;

WHEREAS FURTHER, the property is contiguous to the City of Natchitoches, Louisiana, the corporate limits of the City of Natchitoches, Louisiana running through the property;

NOW THEREFORE, be it ordained by the City Council of the City of Natchitoches, in legal session assembled as follows:

Section 1. The boundaries of the City of Natchitoches are hereby enlarged so as to include the following described property, to-wit:

THAT CERTAIN TRACT OF LAND, situated and located in Section 81, Township 9 North, Range 7 West, Natchitoches Parish, Louisiana, being a portion of Lot 9 of Cook, Breazeale & Watson Subdivision, and being 7.48 acres, more or less, shown and depicted on a survey by Colby C. Buller, P.L.S. of Monceaux Buller & Associates, LLC, dated December 19, 2013, and being more particularly described thereon as follows, to-wit:

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Section 2. Be it further ordained that the City of Natchitoches takes cognizance of the fact that this ordinance was introduced at a regular session of the City Council on the _____ day of _____, 2015, after receiving the petition signed by the property owner and all of the registered voters, and that a public hearing was held on the _____ day of _____, 2015;

Section 3. Be it further ordained that the above and foregoing property be and is hereby annexed to the City of Natchitoches, declared to be included in Council District No. _____, all in accordance with Section 2.03B of the Home Rule Charter of the City of Natchitoches, Louisiana.

Section 4. Be it further ordained by the City Council that the above described property be, and it is hereby annexed into the corporate limits of the City of Natchitoches, with Tract 9-A having a zoning classification of B-3, and Tract 9-B having a zoning classification of R-3.

Section 5. Be it further ordained by the City Council that this ordinance shall go into effect thirty (30) days after the publication of this ordinance in accordance with Louisiana Revised Statute 33:173.

EXHIBIT "A"

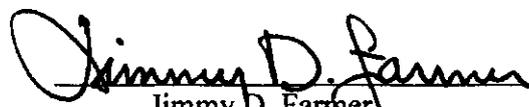
THAT CERTAIN TRACT OF LAND, situated and located in Section 81, Township 9 North, Range 7 West, Natchitoches Parish, Louisiana, being a portion of Lot 9 of Cook, Breazeale & Watson Subdivision, and being 7.48 acres, more or less, shown and depicted on a survey by Colby C. Buller, P.L.S. of Monceaux Buller & Associates, LLC, dated December 19, 2013, and being more particularly described thereon as follows, to-wit:

Commencing at the Southwest corner of Lot 9 of Cook, Watson & Breazeale Subdivision, located in Section 81, Township 9 North, Range 7 West, Natchitoches Parish, Louisiana, and being a point on the existing corporate limits of the City of Natchitoches, Louisiana, thence North 60 degrees 57 minutes 54 seconds East, along the existing corporate limits of the City of Natchitoches, a distance of 77.08 feet; thence North 60 degrees 57 minutes 54 seconds East, along the existing corporate limits of the City of Natchitoches, a distance of 180.98 feet; thence North 62 degrees 13 minutes 37 seconds East, along the existing corporate limits of the City of Natchitoches, a distance of 58.02 feet; thence North 22 degrees 49 minutes 54 seconds West a distance of 189.93 feet; thence North 68 degrees 39 minutes 46 seconds East a distance of 115.2 feet; thence North 7 degrees 42 minutes 31 seconds West a distance of 456.45 feet; thence North 82 degrees 17 minutes 29 seconds East a distance of 25 feet; thence North 7 minutes 17 minutes 15 seconds West a distance of 478.09 feet; thence South 89 degrees 12 minutes 51 seconds West a distance of 227.27; thence South 00 degrees 37 minutes 37 seconds East a distance of 1,296.12 to the point of beginning, and said tract being shown and depicted as Tract 9A and 9B on the above referenced plat by Buller.

The following are the property owners within 300 ft. of the following described property as listed on the current records of the Natchitoches Parish Assessor's Office.

LOT 9B CONTAINING 6.12 ACRES AND BEING A PORTION OF LOT 9 OF COOK, WATSON AND BREAZEALE SUBDIVISION LOCATED IN SECTION 81, TOWNSHIP 9 NORTH – RANGE 7 WEST AS SHOWN ON SURVEY BY COLBY C. BULLER DATED DECEMBER 19, 2013 RECORDED AT MAPSLIDE 716A.

ALFORD, KENNETH R. - 212 RAPIDES DR., NATCHITOCHEs LA 71457
BANK OF MONTGOMERY - 200 CADDO ST., MONTGOMERY LA 71454
BYLES, ASHTON N. - 4182 UNIVERSITY PARKWAY, NATCHITOCHEs LA 71457
CONLAY, GARY L. & TANYA S. - P. O. BOX 947, NATCHITOCHEs LA 71457
DIXIE FOODS OF NATCHITOCHEs. INC. - 4099 UNIVERSITY PARKWAY, NATCHITOCHEs LA 71457
H.C. TAYLOR. L.L.C. - 199 LAC TERRE NOIRE, NATCHITOCHEs LA 71457
HOWELL, JOHN D. & AMY W. - 182 KAYLA DR., NATCHITOCHEs LA 71457
LONG, JIMMY D., SR. & DOROTHY G. - 4204 UNIVERSITY PARKWAY, NATCHITOCHEs LA 71457
NORMAN, GERALD D. & TERESA N. EMMONS - 4146 UNIVERSITY PKWY., NATCHITOCHEs LA 71457
TAYLOR, HENRY C., JR. - 139 LAC TERRE NOIRE, NATCHITOCHEs LA 71457


Jimmy D. Farmer

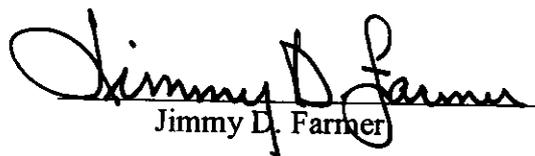
Dated, this 28th day of September, 2015.

NOTE: This is as accurate as we can determine from our records.

The following are the property owners within 300 ft. of the following described property as listed on the current records of the Natchitoches Parish Assessor's Office.

**9.5 ACRES -- ON NORTH SIDE OF JEFFERSON HIGHWAY BEGINNING AT THE
SOUTHWEST CORNER OF LOT 9 OF COOK, WATSON, AND BREAZEALE
SUBDIVISION LOCATED IN SECTION 81, TOWNSHIP 9 NORTH - RANGE 7 WEST,
THENCE NORTH 62 DEGREES EAST 425 FEET; THENCE NORTH 9 DEGREES 45
MINUTES WEST 2,069.10 FEET; THENCE NORTH 2 DEGREES WEST 116.20 FEET;
THENCE SOUTH 26 DEGREES WEST 297 FEET; THENCE SOUTH 2 DEGREES EAST
ALONG THE LINE BETWEEN LOTS 8 AND 9, A DISTANCE OF 2,085 FEET
TO THE PLACE OF BEGINNING; LESS LOT TO MCCALL;
LESS 3 ACRES TO ASHTON N. BYLES.**

ALFORD, KENNETH R. - 212 RAPIDES DR., NATCHITOCHE LA 71457
BANK OF MONTGOMERY - 200 CADDO ST., MONTGOMERY LA 71454
BYLES, ASHTON N. - 4182 UNIVERSITY PARKWAY, NATCHITOCHE LA 71457
CONLAY, GARY L. & TANYA S. - P. O. BOX 947, NATCHITOCHE LA 71457
DIXIE FOODS OF NATCHITOCHE, INC. - 4099 UNIVERSITY PARKWAY, NATCHITOCHE LA 71457
H.C. TAYLOR, L.L.C. - 199 LAC TERRE NOIRE, NATCHITOCHE LA 71457
HOWELL, JOHN D. & AMY W. - 182 KAYLA DR., NATCHITOCHE LA 71457
LONG, JIMMY D., SR. & DOROTHY G. - 4204 UNIVERSITY PARKWAY, NATCHITOCHE LA 71457
NORMAN, GERALD D. & TERESA N. EMMONS - 4146 UNIVERSITY PARKWAY, NATCHITOCHE LA 71457
TAYLOR, HENRY C., JR. - 139 LAC TERRE NOIRE, NATCHITOCHE LA 71457


Jimmy D. Farmer

Dated, this 8th day of October, 2014.

NOTE: This is as accurate as we can determine from our records.

PETITION FOR ANNEXATION

The Mayor and City Council
City of Natchitoches
P. O. Box 37
Natchitoches, LA 71458 0037

Gentlemen:

We, the undersigned, constitute a majority of the registered voters and a majority in number of the resident property owners, as well as 25% in value of the property of the resident property owners within the area described on Exhibit "A", attached hereto and made a part hereof.

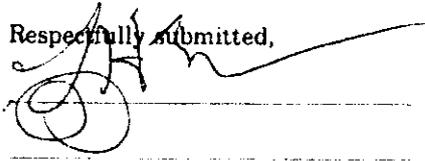
We desire the area described on Exhibit "A" to be included in the corporate limits under the authority of Louisiana R.S. 33:172.

We attach hereto, as Exhibit "A", a legal description of the area and attach hereto a survey of the property which we proposed to be annexed.

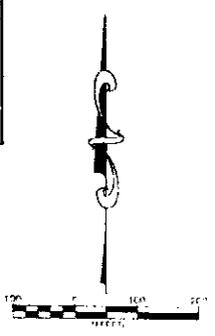
We also understand that this petition will be reviewed by the City, including the Planning & Zoning Office, the Director of Utilities and the City Attorney's Office. We also agree to furnish the City with any additional information concerning existing services and utilities as well as future requirements that may be necessitated in connection with this proposed annexation. We also agree to furnish any information requested by the City which might effect the area within the City adjacent to the property to be annexed in regard to traffic flow, utilities, environment, drainage and condition of existing streets.

We understand that this petition for annexation requires advertisement and we agree to pay all costs of the advertisement, and agree to pay the cost of all attorney fees in connection with the annexation.

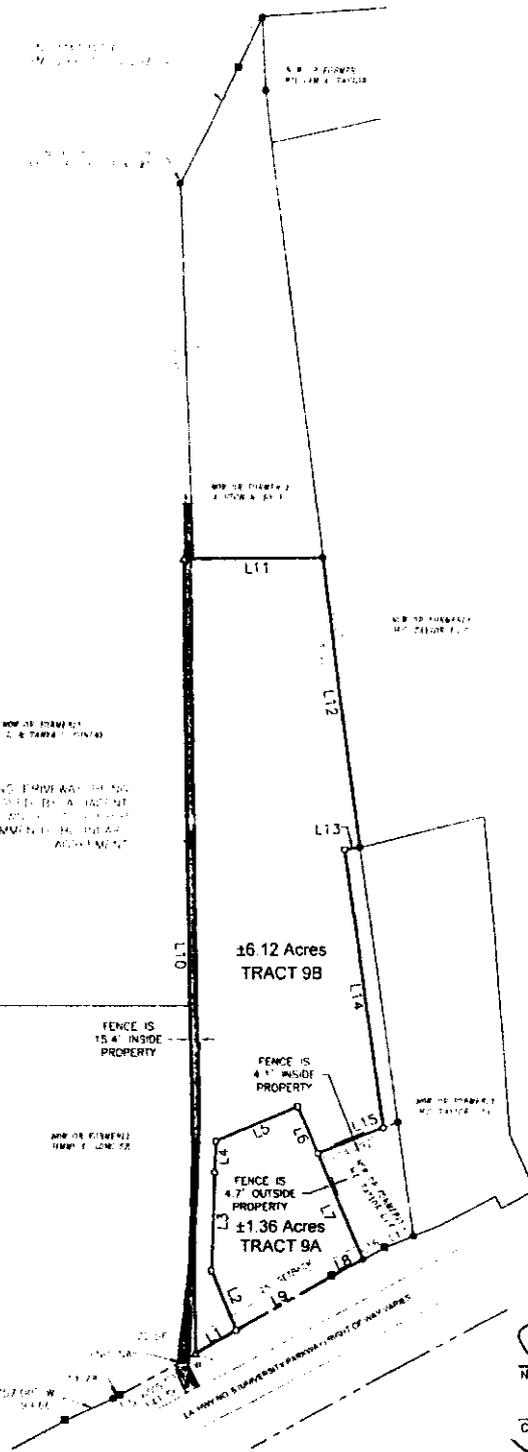
Respectfully submitted,



BOUNDARY SURVEY FOR LOTS 9A & 9B
 BEING A PORTION OF LOT 9 OF COOK, BREAZEALE & WATSON SUBDIVISION LOCATED IN
 SECTION 81, TOWNSHIP 9 NORTH AND RANGE 7 WEST, NATCHITOCHE PARISH, LOUISIANA



| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 60°57'54" W | 77.08' |
| L2 | N 22°49'54" W | 104.89' |
| L3 | N 02°10'37" E | 162.82' |
| L4 | N 02°33'43" E | 51.70' |
| L5 | S 67°10'06" W | 146.97' |
| L6 | N 22°49'54" W | 84.14' |
| L7 | N 22°49'54" W | 189.93' |
| L8 | S 62°13'37" W | 58.02' |
| L9 | S 60°57'54" W | 180.98' |
| L10 | S 00°37'37" E | 1296.12' |
| L11 | S 89°12'51" W | 227.27' |
| L12 | S 07°17'15" E | 478.09' |
| L13 | S 82°17'29" W | 25.00' |
| L14 | N 07°42'31" W | 456.45' |
| L15 | N 68°39'46" E | 115.20' |
| L16 | S 61°53'49" W | 41.22' |
| L17 | S 67°52'03" W | 50.35' |



RECEIVED AND FILED
 LOUISIANA
 CLERK OF COURT
 2014 OCT 10 AM 10:53
 BY: *Colby C. Buller*
 NATCHITOCHE PARISH, LA

- GENERAL NOTE:**
- NO ATTEMPT HAS BEEN MADE BY MONCEAUX BULLER & ASSOCIATES, L.L.C. TO VERIFY TITLE, ACTUAL OWNERSHIP, SERVITUDES, EASEMENTS, RIGHTS-OF-WAY OR OTHER BURDENS ON THE PROPERTY, OTHER THAN THAT FURNISHED BY THE CLIENT OR HIS REPRESENTATIVE.
 - NO SEARCH WAS CONDUCTED FOR UNDERGROUND UTILITY OR DRAINAGE LINES.
 - THE PROPERTY SHOWN IS LOCATED IN ZONE "X" PER THE FEMA FLOODZONE MAPS 2201290235C DATED DECEMBER 8, 1998.
 - EXCEPT AS SHOWN THIS PLAT DOES NOT REFLECT UTILITY LOCATIONS, ZONING, RESTRICTIVE COVENANTS, SETBACKS, IMPROVEMENTS OR EASEMENTS.

BASIS OF BEARING:
 GRID NORTH, NAD 83, NORTH ZONE

- REFERENCE PLATS:**
- CERTIFICATE OF SURVEY OF A 0.495 ACRE TRACT FOR SCRIVEN TAYLOR, BY MML&H, INC. DATED JANUARY 17, 2000.
 - CERTIFICATE OF SURVEY OF A 2.79 ACRE TRACT FOR HENRY COOK TAYLOR, BY JACK E. FARMER DATED OCTOBER 13, 1993.
 - CERTIFICATE OF SURVEY OF A TRACT OF LAND BEING A PORTION OF LOTS 9 & 10 FOR HENRY COOK TAYLOR, BY MML&H, INC. DATED OCTOBER 16, 2001.
 - CERTIFICATE OF SURVEY FOR A BOUNDARY AGREEMENT BY E.L. PALMER, DATED NOVEMBER 19, 1874.
 - CERTIFICATE OF SURVEY FOR LOT 6 OF COOK, WATSON & BREAZEALE SUBDIVISION.

LEGEND

- FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- ▲ CALCULATED CORNER
- SET 1/2" IRON ROD
- RIGHT OF WAY MONUMENT
- ▬ 12' GRAVEL ROAD



Colby C. Buller 10/10/14
 NATCHITOCHE PARISH PLANNING COMMISSION DATE

Chris 10/10/14
 CITY OF NATCHITOCHE WATER SUPERINTENDENT DATE

Bill A. Taylor 10-10-14
 NATCHITOCHE PARISH SANITARIAN DATE

Chris Buller 10/19/2014
 OWNER
 RATIO INVESTMENTS, L.L.C.
 3902 LEE ST.
 ALEXANDRIA, LA 71302

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE HEREIN PLAT IS BASED ON AN ACTUAL SURVEY DONE BY ME OR UNDER MY DIRECT SUPERVISION, THAT THE CORNERS INDICATED HEREON HAVE BEEN MARKED AND MONUMENTED IN THE FIELD AND THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED MEET THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS FOUND IN LOUISIANA ADMINISTRATIVE CODE, TITLE 46, LXI, CHAPTER 29, FOR CLASS "C" SURVEYS.

Colby C. Buller 12-19-13
 COLBY C. BULLER, P.E., P.L.S. DATE
 LA REG. NO. 4917

FILE: 13 221RESUB
 DATE: 12/19/13
 SHEET NO: 1 OF 1

Monceaux Buller & Associates, LLC
 civil engineers & land surveyors
 610 Desoto Street Alexandria, LA 71301
 Tel: 318.442.8465 Fax: 318.442.8799

Mayor Posey then asked for discussion. Kathy Key approached the podium and stated her father gave her the property before he passed away and she gave it to her two children. Her son sold his property to Ratcliff Development hence the reason we are here tonight. She then stated she feels she has ruined these adjacent homeowners' lives as a result of her poor decision. What she was told over the phone is not what she is being presented tonight as far as the number of condominiums would be placed on the property.

Mr. Gary Conlay approached the Council next. He presented a photo that displays a concern of safety. He stated there is a descent at the end of Mr. Jimmy Long's driveway east towards Brookshire's. The oncoming westbound traffic is not visible until it ascends that hill giving a vehicle very little time to avoid a dangerous situation. He feels once you add fifty or more additional cars coming out of this location you will encounter more dangerous situations.

Mrs. Tonya Conlay then addressed the Council stating the addition of 55 apartment units is not called for right now. She does not feel there is a housing shortage in Natchitoches at this time. According to the state government of the 18,615 available units in Natchitoches 19.9% stand vacant. This is above the Louisiana state average of 13.5% and above the vacancy rate in comparable areas across the state. Population in Natchitoches has also decreased from 2010 – 2014. This actually shows more housing units are not needed at this time. The NSU administration has spent millions of state tax dollars building and refurbishing on campus housing. There is no lack of housing available for students. In a recent meeting with the homeowners here tonight and the City, we as homeowners expressed our concern of the upkeep and future of the property. Mayor Posey stated his concern with the Frog Pond property. In that same meeting the property owned by Ratcliff Development and Dollar General is left unkept and an eyesore. Ratcliff Development said it is the responsibility of the lessor to upkeep the property and not the owner. Mrs. Conlay fears this will be the same excuse that will be given if the apartments are not maintained. She believes Ratcliff Development is dangling increased property and sales taxes from the annexation of this property into the City limits as incentive for the approval of the development without consideration for the long-term consequence of putting multi-family dwelling in the middle of single family residences. When asked by Mr. Nielsen to consider patio homes, Ratcliff Development shut this idea down.

Mr. Jimmy Long approached the podium stating there are a number of reasons he is opposed to this project. He feels we are looking at a very serious safety issue. With the number of additional cars coming through the one 24 foot entrance hundreds of times a day he feels this should raise concern. There are several people in this area that have quite valuable homes and if you were living in one of these homes and wanted to sell your house would you want public housing in your neighborhood? I ask you to consider the question, what do the people want me to do? We are asking that each of you not endorse this project and annexation into the City.

Mr. Scriven Taylor then stated he is here on behalf of his sister in law and is not in favor of this project. He spoke about spot zoning and stated when you drop housing units like this in a neighborhood with houses of higher market value you are going to affect the value of these homes giving these residents the right to sue someone. I feel there are other places around town you could put this that would be more advantageous.

Ms. Betty Maroney then approached the Council as a concerned citizen asking if this is annexed in the City, the City will pay for all the utility lines and everything to go in. Mayor Posey confirmed the City would provide the infrastructure for these lines. If not annexed in, this would be the responsibility of Ratcliff Development to get these services to the property. They would then have to go before the Parish Government to have this project approved. Even if the City

does not approve this ordinance, these homeowners are not out of the woods if Ratcliff Development takes their proposal to the Parish Government.

Mr. Kip Fair then stated he would like to see the Council vote no to this annexation and let any funds be directed to the parish. The Parish needs all the money it can get.

Mr. Henry Taylor stated he just built a new home close to this property and we are against this annexation.

Mr. Gregg Thompson, Ratcliff Development, stated he did not envy this council's position. It is tough when you have a situation where you are forced to choose between the status quo or the growth of the City. He said he wanted to set the record straight on a few things that have been said tonight that are inaccurate. His company has studied in great lengths what the company feels is the most economically feasible project and what they determine the highest success on this investment. We routinely hear some of the comments we have heard tonight. As far as safety goes, parish and state engineering will be overseeing this project and approved by them. I feel certain if there is a safety issue it will be address through the course of this process. He appreciates the council's time and effort in dealing with this sensitive issue and hopes the City will approve this request.

Councilwoman Morrow stated approximately a year ago she was approached about elderly apartments being placed on this property and it has been tossed around tonight about college students. All across the City we have looked at not getting involved in any more multi-family units. A gentleman has been denied before for wanting to put in units in the City and I think we should remain fair in our decisions. She stated she is not in support of this project.

Mayor Posey stated he served on the council for a long time and knows this will be a hard decision for our City Council.

Mr. Stamey then stated this is market housing around \$1200/month housing. Mr. Thompson stated we haven't finalized a construction plan, but I can tell you these will be market value apartments for it to be an economically feasible project. These will be 3 to 4 bedroom apartments and be rented by whoever can afford them. We foresee middle income families to rent these apartments.

Mr. Stamey then brought up the safety concerns again about this location. The picture presented tonight is a great depiction of the situation out there. He questioned if since the Dollar General has there been more problems. Mr. Thompson said he was not aware of any issues, but have heard comments of almost accidents. DOTD will require a traffic study and from that trip count they will require us to litigate that problem by reducing the speed limit, building a turn lane or even erecting a traffic signal. Mr. Stamey stated safety is a huge concern for this project. He would suggest this site be looked it by DOTD in the near future.

Mr. Thompson state a big factor to this project is tying into the City sewer of which another reason they want to be annexed into the City. Without City sewer the project would have to consider an oxidation pond to deal with that issue. This would change the overall economics of the project. He mentioned not doing the project under any other circumstances.

Mrs. Conlay then addressed safety concerns she has witnessed. She stated there have been several personal experiences with putting on a blinker before turning into her driveway and people pulling out of Dollar General in front of her and other people here tonight because the driver thought she was turning into the store instead of her driveway.

Ms. Nancy Lennon then stated she has seen two bad accidents in front of the bank and she knows it is going to happen if this project goes through. As far as what has been promised by the developer she still has not seen it. The weeds are almost over the fence and with the recent drought all it would take is one cigarette flipped over the fence. She does not want to see anyone get killed.

Mr. Nielsen asked Chief Dove is this is a fairly bad location. Chief Dove said they have worked many accidents over the years and could definitely pull those numbers for the Council to review.

Mr. Bryan Wimberly made several statements in reference to the utilities for this proposed project. He stated Natchitoches Electric does have power on the front of Hwy 6 West. If annexed the City of Natchitoches will service this load. If not annexed the City is still interested in carrying this load, but it will be up to the developer on its service provider. Once a decision is made on the electrical load it can never be changed to another company. We do have water on that side of the road and the developer is responsible for bringing the extension of water from the front into the property and also provided fire protection at their cost. Sewer is available on the front end of the property, but the property must be annexed into the City for that to be utilized. Ratcliff Development would be responsible for implementing a lift station to transport that sewer to the City collection on the front of the property. If this project is developed in the parish, it cannot have access to our sewer and therefore an oxidation pond will have to be put in place. Eventually, that oxidation pond will drain off into Sibley Lake.

The following Ordinance was introduced by Ms. Morrow at the Natchitoches City Council meeting held on October 26, 2015 as follows:

ORDINANCE NO. 054 OF 2015

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY
OF NATCHITOCHEs TO AWARD
THE BID FOR THE LA 1 BYPASS GROUND STORAGE TANK PAINTING PROJECT**

(BID NO. 0571)

WHEREAS, Resolution No.082 of 2015 was passed by the Natchitoches City Council on September 14, 2015 authorizing the Mayor to advertise for bids for the LA 1 Bypass Ground Storage Tank Painting Project (Bid No. 0571); and

WHEREAS, this bid was advertised in the *Natchitoches Times* on September 19, September 24 and October 8, 2015 in accordance with law; and

WHEREAS, five bid proposals were received and opened as follows:

- (1) World Wide Industries Corp.
Butler, PA\$281,100.00
- (2) Precision Inspection
Plaucheville, LA\$287,811.00
- (3) Classic Protective Coatings
Menomonie, WI.....\$289,950.00
- (4) Blastco Texas, Inc.
Houston, TX.....\$302,000.00
- (5) D & M Tank, LLC
Kennedale, TX\$347,769.00

WHEREAS, on October 21, 2015 the appointed committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Sylvia Morrow, Councilwoman; and Bryan Wimberly, Utility Director reviewed the bid proposals for the LA 1 Bypass Ground Storage Tank Painting Project (Bid No. 0571); and

WHEREAS, the above appointed committee members unanimously recommend the City award the bid to the lowest bidder **World Wide Industries Corp. of Butler, PA** in the amount of **\$281,100.00**.

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



CITY OF NATCHITOCHEs
PURCHASING DEPARTMENT

October 21, 2015

Mayor Lee Posey
City Hall
Natchitoches, LA 71457

Dear Mayor Posey,

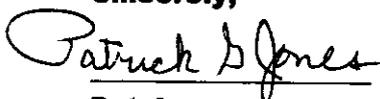
The appointed committee of Pat Jones, Edd Lee, Bryan Wimberly and Sylvia Morrow, has reviewed the engineer's recommendation submitted by Mr. Randal Smoak, Professional Engineer, with Cothran, Graff, Smoak Engineering, Inc., Shreveport, LA, on Bid # 0571, for the By Pass Ground Storage Tank Rehabilitation project.

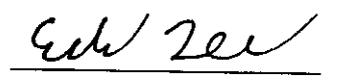
The committee was unanimous in its decision to award the bid to the lowest bidder, World Wide Industries Corp., Butler, PA, with a bid of \$281,100.00. The other bids received were from Precision Inspection, Plaquemine, LA, in the amount of \$287,811.00, Classic Protective Coatings, Menomonie, WI, in the amount of \$289,950.00, Blastco Texas, Inc., Houston, TX, in the amount of \$302,000.00, and D & M Tank, LLC, Kennedale, TX, in the amount of \$347,769.00.

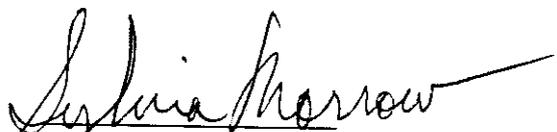
All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.

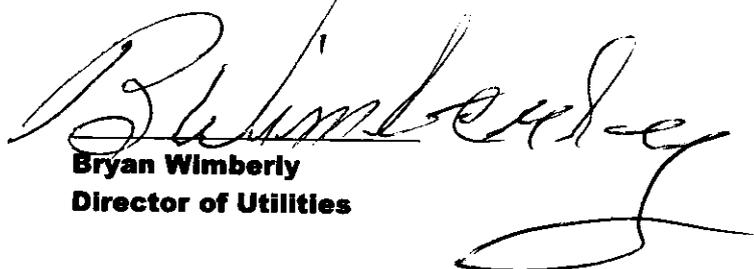
We request ratification of this award at the City Council meeting on October 26, 2015.

Sincerely,


Pat Jones
Director of Finance


Edd Lee
Director of Purchasing


Sylvia Morrow
Councilwoman Dist #3


Bryan Wimberly
Director of Utilities



COTHREN, GRAFF, SMOAK ENGINEERING, INC.

CIVIL ♦ ENVIRONMENTAL ♦ SANITARY ♦ STRUCTURAL ♦ MECHANICAL ♦ ELECTRICAL

FIRM LICENSE - LA 2636 ♦ AL 7531 ♦ TX 1754

6305 Westport Avenue ♦ Shreveport, Louisiana 71129-2499

Phone: 318-687-3732 ♦ Fax: 318-687-1049

D.B. GRAFF, P.E., P.L.S.**
K. RANDAL SMOAK, P.E.*
DAVID C. WILKINSON, P.E.

CONSULTANT
S.M. COTHREN, P.E.***

*Also licensed Engineer in AR, KS, MS, NM, TX

**Also licensed Engineer in AL, TN

***Also licensed Engineer in AR, MS

Natchitoches Office:
112 Horn Street
Natchitoches, LA 71457
Phone (318) 354-6888
Fax (318) 354-6888

October 20, 2015

Mr. Edd Lee, Director of Purchasing
City of Natchitoches
P. O. Box 37
Natchitoches, Louisiana 71457

Re: Hwy 1 Bypass Ground Storage Tank
Bid No. 0573

Dear Edd:

We have reviewed the bids received Tuesday, October 20, 2015 for the referenced project and recommend that World Wide Industries be awarded the contract in the amount of \$281,100.00. A copy of the Bid Tab is enclosed for your files.

Should you have any questions, please do not hesitate to contact me.

Sincerely,
COTHREN, GRAFF, SMOAK ENGINEERING, INC.

K. Randal Smoak, P.E.

KRS/cw
Enclosures

The following Ordinance was introduced by Mr. Nielsen at the Natchitoches City Council meeting held on October 26, 2015 as follows:

ORDINANCE NO. 055 OF 2015

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY
OF NATCHITOCHES TO AWARD
THE BID FOR THE ELECTRICAL DISTRIBUTION ALONG PARKWAY AND
HOWELL STREETS**

(BID NO. 0572)

WHEREAS, Resolution No.083 of 2015 was passed by the Natchitoches City Council on September 14, 2015 authorizing the Mayor to advertise for bids for the Electrical Distribution Along Parkway And Howell Streets (Bid No. 0572); and

WHEREAS, this bid was advertised in the *Natchitoches Times* on September 19, September 24 and October 8, 2015 in accordance with law; and

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

- (1) Sunstream, Inc.
Natchitoches, LA\$68,708.78
- (2) Line Tec Services
Alexandria, LA \$ 88,030.95
- (3) Cecil D. Gassiott, LLC
Alexandria, LA\$93,407.19

WHEREAS, on October 20, 2015 the appointed committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Dale Nielsen, Councilman; and Bryan Wimberly, Utility Director reviewed the bid proposals for the Electrical Distribution Along Parkway And Howell Streets (Bid No. 0572); and

WHEREAS, the above appointed committee members unanimously recommend the City award the bid to the lowest bidder **Sunstream, Inc. of Natchitoches, LA** in the amount of **\$68,708.78**.

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



CITY OF NATCHITOCHEES
PURCHASING DEPARTMENT

October 21, 2015

Mayor Lee Posey
City Hall
Natchitoches, LA 71457

Dear Mayor Posey,

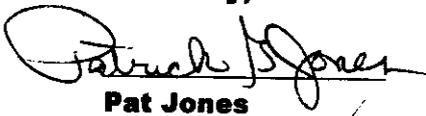
The appointed committee of Pat Jones, Edd Lee, Bryan Wimberly and Dale Nielsen, has reviewed the engineer's recommendation submitted by Mr. Randal Smoak, Professional Engineer, with Cothran, Graff, Smoak Engineering, Inc., Shreveport, LA, on Bid # 0572, for the Underground 13.8 Primary Distribution Cable Replacement near Parkway Drive and Howell Street.

The committee was unanimous in its decision to award the bid to the lowest bidder, Sunstream, Inc, Natchitoches, LA in the amount of \$68,708.78. The other bids received were from Cecil D. Gassiot, LLC, Alexandria, LA in the amount of \$93,407.19 and Line Tec Services, Alexandria, LA in the amount of \$88,030.95.

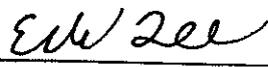
All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.

We request ratification of this award at the City Council meeting on October 26, 2015.

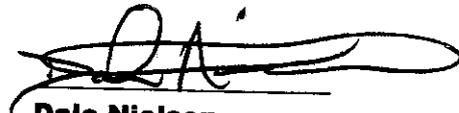
Sincerely,



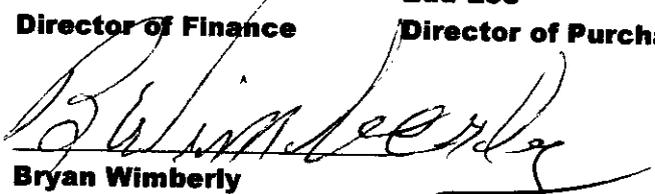
Pat Jones
Director of Finance



Edd Lee
Director of Purchasing



Dale Nielsen
Councilman Dist #2



Bryan Wimberly
Director of Utilities



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CONSULTANT
S.M. COTHREN, P.E.™

*Also licensed Engineer in AR, KS, MS, NM, TX
**Also licensed Engineer in AL, TN
***Also licensed Engineer in AR, MS

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Natchitoches, LA 71457
Phone (318) 354-6888
Fax (318) 354-6888

October 20, 2015

Mr. Edd Lee
Director of Purchasing
City of Natchitoches
P. O. Box 37
Natchitoches, Louisiana 71458

Re: City of Natchitoches
Elec Dist Along Parkway and
Howell

Dear Edd:

We have reviewed the bids received Tuesday, October 20, 2015 for the referenced project and recommend that Sunstream, Inc. be awarded the contract in the amount of \$68,708.78. Copies of the Bid Receipt are attached for your files.

Should you have any questions, please do not hesitate to contact me.

Sincerely,
COTHREN, GRAFF, SMOAK ENGINEERING, INC.

K. Randal Smoak, P.E.

KRS/cw
Enclosures

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

RESOLUTION NO. 099 OF 2015

**A RESOLUTION AUTHORIZING A ONE-TIME
SALARY SUPPLEMENT PAYMENT TO THE
CITY OF NATCHITOCHEES EMPLOYEES**

WHEREAS, the City of Natchitoches recognizes the need to increase the compensation of its employees; and

WHEREAS, due to the City employees maintaining a safe work environment and not utilizing the Worker's Compensation Fund throughout the year, there exists a sufficient surplus in the Worker's Compensation fund of the City of Natchitoches to make a one-time salary supplement payment of \$500.00 to the regular full time employees actively working and \$250.00 to the regular part-time (non-seasonal) employees; and

WHEREAS, because the source of this salary supplement would be an accumulated surplus in the Worker's Compensation Fund, and not a recurring revenue source, it would not be fiscally responsible to make this payment anything other than a one-time event for this fiscal year only, and which payment would not become a part of any employee's base salary or salary schedule; and

WHEREAS, this one-time salary supplement is not a bonus for work already performed, but is intended as future earned compensation for the remainder of this fiscal year; and

WHEREAS, this payment is for personnel employed as of November 1, 2015 and will be prorated based on the length of service for the previous twelve months; and

WHEREAS, this payment includes the Natchitoches Events Center employees on the payroll as of September 30, 2015 and will be prorated based on the length of service for the previous twelve months.

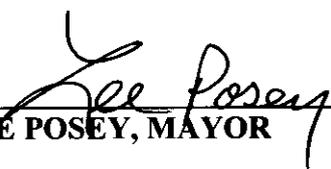
NOW, THEREFORE BE IT RESOLVED, that this salary supplement shall be a one-time payment this fiscal year only; and not an annual event, and shall not become a part of any employee's base salary or salary schedule.

BE IT FURTHER RESOLVED, that this one-time payment is not a bonus for work already performed, but is intended as future earned compensation for the remainder of this fiscal year.

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

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

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 26th day of October, 2015.



LEE POSEY, MAYOR

The City of Natchitoches of the Parish of Natchitoches met in regular session on this date. The following resolution was offered by Mr. Mims and seconded by Mr. Nielsen as follows:

RESOLUTION NUMBER: 100

DATE: October 26, 2015

RESOLUTION

A resolution authorizing the Mayor to execute an Agreement with the Louisiana Department of Transportation and Development (LA DOTD) for improvements at the *Natchitoches Regional Airport*.

WHEREAS, Act 451 of the 1989 Regular Session of the Louisiana Legislature authorized the financing of certain airport improvements from funds appropriated from the Transportation Trust Fund; and

WHEREAS, the *City of Natchitoches* has requested funding assistance from the LA DOTD to/for *Rehabilitate Runway 17/35 – Phase II*; and

WHEREAS, the stated project has been approved by the Louisiana Legislature and the LA DOTD is agreeable to the implementation of this project and desires to cooperate with the *City of Natchitoches* according to the terms and conditions identified in the attached Agreement; and

WHEREAS, the LA DOTD will provide the necessary funding for the *Rehabilitate Runway 17/35 – Phase II* and reimburse the sponsor up to \$174,304.00 of project cost.

NOW THEREFORE, BE IT RESOLVED by the City of Natchitoches that it does hereby authorize the *Mayor* to execute an Agreement for the project identified as AIP No. 3-22-0034-020-2015 and SPN H.012267 more fully identified in the Agreement attached hereto, and to execute any subsequent related documents, including, but not limited to, amendments to said agreement.

This resolution shall be in full force and effect from and after its adoption.

The aforesaid resolution, having been submitted to a vote, the vote thereon was follows:

YEAS: Payne, Nielsen, Mims, Stamey, Morrow

NAYS: None

ABESENT: None

WHEREUPON, the Resolution was declared adopted on the 26th day of October, 2015.

CITY OF NATCHITOCHEs

BY: _____

(Signature)

Lee Posey

(Typed or Printed Name)

TITLE: Mayor

ATTEST: _____

(Signature)

TITLE: Clerk

STATE OF LOUISIANA
**DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT**

AGREEMENT

STATE PROJECT NO. H.012267
A.I.P. NO. 3-22-0034-020-2015
REHABILITATE RUNWAY 17/35 – PHASE II
NATCHITOCHE REGIONAL AIRPORT
NATCHITOCHE PARISH

THIS AGREEMENT, made and executed in two (2) original copies on this 20th day of November, 2015, by and between the Louisiana Department of Transportation and Development, hereinafter referred to as "DOTD", and the **CITY OF NATCHITOCHE**, a political subdivision of the State of Louisiana, responsible for all matters pertaining to the **NATCHITOCHE REGIONAL** Airport, hereinafter referred to as "Sponsor";

WITNESSETH: That;

WHEREAS, the Sponsor has requested funding assistance to finance certain improvements at the **NATCHITOCHE REGIONAL** Airport as described herein; and,

WHEREAS, Act 451 of the 1989 Regular Session of the Louisiana Legislature, authorized the financing of the certain airport improvements from funds appropriated from the Transportation Trust Fund; and,

WHEREAS, the Louisiana Legislature has granted approval of the project as listed in the **2015-2016 (#23GA)** Aviation Needs and Project Priority Program; and

WHEREAS, reimbursement for project costs will not exceed the estimated project cost as approved by the legislature and allocated to the DOTD Aviation Program for the fiscal year in which the project was approved by the legislature, unless DOTD agrees to participate in the increase and additional funds become available; and

WHEREAS, DOTD is agreeable to the implementation of this project and desires to cooperate with the Sponsor provided certain requirements are adhered to as hereinafter provided:

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

RECEIVED

NOV 05 2015

DOTD AVIATION

ARTICLE I - PROJECT DESCRIPTION

1.1 The improvement that is to be undertaken under this project will consist generally of **MILL AND OVERLAY OF RUNWAY 17/35**.

1.2 The project numbers and title of this agreement will be used for identification purposes on all correspondence, plans, progress reports, invoices, et cetera, prepared in the performance of these services.

ARTICLE II - PROJECT RESPONSIBILITY

2.1 DOTD employees will not be required to supervise or perform such other services in connection with the development of this project except as specifically set forth herein; however, the Sponsor will assume full responsibility and Sponsorship for the project development and shall hold DOTD harmless in the event of any loss or damage of any kind incident to or occasioned by deeds undertaken in pursuance of this agreement.

ARTICLE III - CERTIFICATION AND COMPLIANCE

3.1 Sponsor certifies by the signing of this agreement that each phase of this project, as well as all documents associated with this project, will be completed in accordance with all applicable Federal and State guidelines and/or regulations. It is solely the responsibility of the Sponsor to certify the appropriate development, completion and authenticity of all work and documents required of the Sponsor throughout this project. Three (3) separate Sponsor Certifications incorporated by reference herein and attached to and made part of this agreement, shall be completed, signed and sent to DOTD after each specified phase of the project as indicated in the Certifications attached hereto.

3.2 DOTD does not provide certification of any document nor work performed and is not responsible for same in accordance with Article II as stated above.

ARTICLE IV - FUNDING

4.1 Except for services hereinafter specifically listed to be furnished at the expense of the Federal Aviation Administration (hereinafter referred to as FAA), DOTD or the Sponsor, the cost of this project will be shared between FAA and DOTD, with DOTD contributing an amount not to exceed **\$174,304.00**. With a written request from the Sponsor, DOTD may authorize, via letter, the approval of reimbursements over the amount here specified in accordance with R.S. 2:806.A, 2:807.B and 2:810. **All such overages may not be approved until after the project is complete and at the end of the State's fiscal year, to determine if funds are available after all higher priorities have been considered.** The Sponsor, at its own expense, may incorporate items of work not eligible for DOTD participation into the construction contract if it so desires.

4.2 The continuation of this agreement is contingent upon the appropriation of funds by the Louisiana Legislature to fulfill the requirements of the contract. 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 have not been appropriated.

ARTICLE V - TAXES

5.1 Sponsor agrees that the responsibility for payment of taxes, if any, from the funds received under this agreement, supplements and/or legislative appropriation shall be the Sponsor's obligation and shall be identified under Federal Tax Identification Number shown on the signature page.

ARTICLE VI - COST REIMBURSEMENTS

6.1 The Sponsor shall submit its request for reimbursement on the approved LADOTD-Aviation Division form titled LADOTD REQUEST FOR REIMBURSEMENT FOR AIRPORT PROGRAMS, and only for work that has been completed and for eligible expenses incurred that have been paid in full by the Sponsor. The request for reimbursement shall not exceed one (1) submittal per month; and shall be not less than the amount of \$250.00 (state share), except for the final Request for Reimbursement, which can be for any remaining amount.

6.2 The Sponsor shall maintain invoices and copies of the checks for invoice payments for reimbursement. Both the engineer and Sponsor shall certify that the completed work shown on each payment request is an accurate representation of the work accomplished during the estimated period and that the work substantially complies with the plans and specifications. All charges shall be subject to verification, adjustment, and/or settlement by DOTD's Program Manager and/or Audit Officer. The Sponsor shall withhold retainage in accordance with State Law (i.e., 10% up to \$500,000 and 5% thereafter).

6.3 The Sponsor acknowledges that DOTD will not participate in the cost of those items not constructed in accordance with the plans and specifications. In this event, the Sponsor will be obligated to assume full financial responsibility.

6.4 The Sponsor shall submit all final billings for all phases of work within three months after the final inspection of the project unless prior arrangements have been made with DOTD. Failure to submit these billings prior to the completion of this three-month period shall result in the project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Sponsor.

6.5 The Sponsor shall reimburse DOTD any and all amounts, which may be cited by DOTD due to the Sponsor's noncompliance with Federal/State laws and/or regulations. The cited amounts reimbursed by the Sponsor shall be returned to the Sponsor upon clearance of the citation(s). Additionally, no new projects will be approved until such time as the cited amount is reimbursed to DOTD.

6.6 DOTD's participation in the project shall in no way be construed to make DOTD a party to the contract between the Sponsor and its consultant/contractor.

ARTICLE VII – COST RECORDS

7.1 The Sponsor and all others employed by it in connection with this project shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this project and shall keep such material available at their respective offices at all times during the contract period and for three years from the date of final payment for the project. Additionally, all such materials shall be available for inspection by DOTD, the Legislative Auditor, the FAA, or any authorized representative of the federal government under applicable state and federal regulations, at all reasonable times during the contract period and for three years from the date of final payment.

ARTICLE VIII – ENGINEERING

8.1 The Sponsor is responsible for assuring all necessary surveys, engineering reports, plans, specifications and cost estimates for the project are in accordance with the applicable FAA/DOTD requirements, and the sponsor shall submit one (1) copy of the executed Engineering Service Agreement to DOTD along with Sponsor Certification #1 which is incorporated by reference herein and attached to and made a part of this agreement.

ARTICLE IX – REAL PROPERTY ACQUISITION

9.1 Real Property Acquisition is addressed in the Sponsor Certification #2 incorporated by reference herein and attached to and made a part of this agreement. This Sponsor Certification must be submitted to DOTD after real Property is acquired or leased, or a contract has been executed thereto.

9.2 If any funds covered by this agreement are to be used for the purchase of immovable property, the Sponsor shall have prepared a Phase I Environmental Site Assessment of the property. This assessment shall be prepared in accordance with the latest edition of ASTM E 1527, by an experienced environmental consultant qualified to perform the assessment. Any purchase agreement shall contain an agreement by the seller that it shall warrant and guarantee to the Sponsor that the property is free of all hazards identified by the environmental assessment as existing or suspected and this guarantee shall be a part of any act of sale for the immovable property. A copy of the environmental assessment and a certified copy of the purchase agreement, containing the warranty and/or guarantee, shall be provided to DOTD. Where land acquisition is a pre-requisite to construction, the Sponsor shall provide DOTD with proof of ownership prior to starting construction.

ARTICLE X - BID PROCESS

10.1 Construction projects shall be advertised in accordance with Louisiana Revised Statutes.

10.2 Sponsor shall solicit bids for the services, labor and materials needed to construct the project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, et seq., applicable to political subdivisions of the State. Sponsor shall also keep a procurement file relative to the necessary acquisition of services, labor and materials needed to

complete the project. DOTD may request review of the documents at any time. Sponsor shall maintain copies of the three lowest bidders' proposal sheets and bid bonds. The Sponsor shall also maintain:

1. The bid tabulation, including engineer's estimate, verified by the Sponsor.
2. Contractor's Equal Employment Opportunity plan.
3. A statement of contractor's qualifications.
4. Proof of publication of the advertisement for bids.
5. A non-collusion affidavit.
6. The Sponsor's official action, recommending acceptance of the bid submitted by the lowest qualified bidder.

10.3 The award of a contract shall be made within 30 calendar days of the date specified for public opening of bids, unless extended by the Sponsor. The contract and bond shall be recorded in the Clerk of Court's office for the parish or parishes where the project is to be constructed.

10.4 Following the execution of the contract, the Sponsor shall send to DOTD one copy of the executed contract, and project's bid set specifications with the plans bound in the specifications book as an attachment on 11" x 17" fold-out paper. The Sponsor shall also maintain insurance certificates and proof of recordation of the original contract performance bond.

ARTICLE XI - CONSTRUCTION

11.1 The Sponsor shall provide technical administration and inspection including testing during the project construction. The Sponsor may utilize its consultant to provide these services through preparation of a supplemental agreement to the original ESA or may hire a third party to provide these services.

11.2 A pre-construction meeting shall be held at the airport within fifteen (15) working days after the FAA has given approval to start construction. Construction contracts need not be signed prior to the pre-construction meeting, but must be signed prior to starting work. The Sponsor (or consultant) shall host the meeting and follow the current DOTD/FAA Pre-Construction Check-List. Within five (5) days following the meeting, copies of the Pre-Construction Check-List, along with minutes of the meeting, shall be sent to all parties requesting copies. Tenants shall be notified of the pre-construction meeting and status meetings. They shall also be notified in writing ten (10) working days prior to any planned runway/airport closures. Periodic inspections may be made by DOTD.

11.3 The Sponsor is responsible for maintaining project construction records in accordance with DOTD standards for a minimum of three (3) years. All construction directives, procedures, and documents of pay records shall be available for inspection by DOTD.

11.4 The project specifications shall be used as the basis for all construction. If there is an error or discrepancy in the specifications, the policies and procedures of FAA and/or DOTD shall be used to make corrections. A plan change shall be required, and the Sponsor may be liable for any additional cost. DOTD may participate in such eligible cost, only if funds are available. The ability of DOTD to participate in the financial cost increase may be reviewed after the project is complete and at the end of the State's fiscal year, to determine if funds are available.

ARTICLE XII – CIVIL RIGHTS

12.1 The Sponsor agrees that the project shall be developed in full, in accordance with the principles and intents contained in DOTD's latest Title VI Plan and that the same or closely related procedures providing for involvement of the Sponsor designated civil rights specialist in appropriate key stages of project development as identified in the aforementioned Title VI Plan, will be followed.

12.2 Further, the Sponsor agrees that its own employment policies and practices shall afford fair and nondiscriminatory employment opportunities to all employees and applicants for employment and that a viable affirmative action program is maintained in the interest of increasing employment opportunities for minorities, women and other disadvantaged persons. It is understood that the Sponsor, as a recipient of federal financial assistance under this agreement, is subject to monitoring and review of its civil rights activities by DOTD and agrees to cooperate with DOTD officials in the achievement of civil rights objectives prescribed in the agreement and in any contracts resulting herefrom.

ARTICLE XIII – DBE REQUIREMENTS

13.1 It is the policy of the U.S. Department of Transportation that small business firms owned and controlled by socially and economically disadvantaged persons and other persons defined as eligible in Title 49 Code of Federal Regulations, Part 26 (49 CFR 26) shall have maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the requirements of 49 CFR 26 apply to this project.

13.2 The Sponsor or its contractor agrees to ensure that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR 26, have maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. The Sponsor or its contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that such firms have maximum opportunity to compete for and perform contracts. The Sponsor or its contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract.

13.3 The preceding Policy and DBE Obligation shall apply to this project and shall be included in the requirements on any contract or subcontract. Failure to carry out the requirements set forth therein shall constitute a breach of this agreement and, after notification by DOTD, may result in termination of this agreement by DOTD, or other such remedy, as DOTD deems appropriate.

13.4 The Sponsor or its contractor shall utilize the services of banks in the community, which are owned and controlled by minorities, when feasible and beneficial.

13.5 The above requirements shall be expressly included in and written in all subcontracts entered by the Sponsor or contractor.

ARTICLE XIV – FINAL INSPECTION, ACCEPTANCE, REIMBURSEMENT & SPONSOR CERTIFICATION

14.1 FINAL INSPECTION: The Sponsor shall schedule and conduct an inspection of the project no later than ten (10) working days after substantial completion. The Sponsor shall give notification of the inspection, in writing, at least five (5) working days in advance of the inspection to DOTD, the contractor, FAA and other attendees as appropriate. If deficiencies are discovered during the inspection, the Sponsor shall document the deficiencies, determine a dollar value and coordinate completion dates with the contractor for correcting the deficiencies. Once all the deficiencies are corrected the Sponsor will conduct a final inspection and determine that they have been corrected. The Sponsor shall then prepare the Letter of Acceptance.

14.2 Forty-five (45) days after recording the final acceptance of the project, the contractor shall submit to the Sponsor a Clear Lien Certificate from the Recorder's office of the parish or parishes in which the work was performed. If the contractor is unable to obtain a Clear Lien Certificate, the Sponsor may deposit the retainage with the court of competent jurisdiction.

14.3 The Sponsor's Letter of Acceptance shall include the following:

1. The (Sponsor) is satisfied with and accepts the project as accomplished by the contractor, _____, who has satisfactorily completed all requirements of the contract.
2. The final Reimbursement Request of \$ _____ is enclosed and verifies all amounts remaining due and the release of retainage.

14.4 The Sponsor shall also submit with the Letter of Acceptance the following:

1. An updated Airport Layout Plan (ALP), if applicable; and
2. Upon completion of the project, the consultant shall prepare as-built plans and specifications with final quantities for the project, to include any changes made to the original design during construction, on a CAD CD. These shall be labeled with the state project number, project description and airport name. Electronic files shall not be compressed for mailing; and
3. Sponsor Certification #3 incorporated by reference herein, and attached to and made a part of this agreement, which must be completed and signed.

14.5 DOTD will not approve the Sponsor's request for the final reimbursement until each of the above items are received and are satisfactorily completed.

Title to the project right-of-way shall be vested in the Sponsor and shall be subject to DOTD and

FAA requirements and regulations concerning operations, maintenance, abandonment, disposal, and encroachments.

ARTICLE XV - OPERATION & MAINTENANCE RESPONSIBILITY

15.1 Upon final acceptance of the project, the Sponsor shall assume ownership of the improvements and assume all operations and maintenance costs of the facilities for a period of not less than twenty (20) years. Non-aviation activities shall require written approval from DOTD.

15.2 Should the Sponsor choose to begin operations prior to executing the Letter of Acceptance, the Sponsor then assumes full responsibility for such actions.

ARTICLE XVI - HOLD HARMLESS AND INDEMNITY

16.1 Sponsor agrees and obligates itself, its successors and assigns, to defend, indemnify, save, protect and hold forever harmless and provide a defense for DOTD, its officials, officers and employees against any and all claims that may be asserted by any persons or parties resulting from violation by the Sponsor, its employees, agents and/or representatives of the requirements of all State laws applicable to the project. Further, Sponsor agrees that it shall hold harmless and indemnify, and provide a defense for DOTD, its officials, officers and employees, against any and all claims, demands, suits, actions (ex contractu, ex delictu, quasi-contractual, statutory or otherwise), judgments of sums of money, attorney's fees and court costs, to any party or third person including, but not limited to, amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of Sponsor or any of the above, growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the Sponsor, its employees, servants, contractors, or any person engaged in or in connection with the engineering services, construction and construction engineering required or performed by the Sponsor hereunder including, but not limited to, any omissions, defects or deficiencies in the plans, specifications or estimates or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction, or construction engineering cost incurred or any other claim of whatever kind or nature arising from, out of, or in any way connected with the project, to the extent permitted by law.

16.2 Nothing herein is intended, nor shall be deemed to create, a third party beneficiary to any obligation by DOTD herein, or to authorize any third person to have any action against DOTD arising out of the agreement.

ARTICLE XVII - CANCELLATION

17.1 The terms of this agreement shall be binding upon the parties hereto until the work has been completed and accepted, and all payments required to be made to the Sponsor have been made. This agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.

2. By the Sponsor should it desire to cancel the project prior to the receipt of bids, provided any cost that has been incurred for the preparation of plans shall not be eligible for reimbursement by DOTD or FAA.
3. By DOTD due to the lack of available State or Federal funding for the project.

ARTICLE XVIII – AMENDMENT

18.1 The parties hereto agree that any change in the project shall be in writing and signed by both parties. DOTD funding participation increases will be approved via amendment to this agreement, executed by both parties.

18.2 IN WITNESS HEREOF, the parties hereto have caused these presents to be executed by their respective officers, who are authorized to execute any and all subsequent documents relative to this project, and whose authority is deemed to be continuing as of the day and year first above written. Certification of this document is by Sponsor's Resolution herein included.

WITNESSES:

CITY OF NATCHITOCHEs

Stacy Maloney
(Witness for First Party)

BY: Lee Posey
(Signature)

Harsh Weunign
(Witness for First Party)

Lee Posey
Typed of Printed Name

Mayor
Title

726000931
Sponsor's Federal Identification Number

WITNESSES:

Riedi Salley
(Witness for Second Party)
Chapin Costello
(Witness for Second Party)

STATE OF LOUISIANA
THROUGH THE DEPARTMENT OF
TRANSPORTATION AND
DEVELOPMENT

By: *[Signature]*
Assistant Secretary

RECOMMENDED FOR APPROVAL

BY: *[Signature]*
Division Head

APPROVED AS TO FORM

BY: *[Signature]*
Aviation Section

Jason C. Duet

BY: *[Signature]*
Aviation Section

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

RESOLUTION NO. 101 OF 2015

A RESOLUTION APPROVING THE TRANSFER OF A LEASE AGREEMENT PROVIDING FOR THE LEASE OF A LOT IN THE NATCHITOCHEs REGIONAL AIRPORT FROM MARC MILLICAN AND KEVIN MCGREGOR TO THE HGF COMPANY, LLC, INCLUDING THE AUTHORIZATION OF THE MAYOR TO EXECUTE AN INSTRUMENT APPROVING THE ASSIGNMENT OF THE LEASE.

WHEREAS, the City of Natchitoches previously entered into a lease with William S. Kingrey, III, for Lot 3 as identified on the Airport Layout Plan of April 12, 1994, located at the Natchitoches Municipal Airport, which said lease was approved by Ordinance Number 4 of 2009, passed February 23, 2009; and

WHEREAS FURTHER, William S. Kingrey, III, then assigned the lease to Marc J. Millican and Kevin McGregor, which assignment was approved by the City of Natchitoches; and

WHEREAS FURTHER, the lease is for a ten year period and the leased premises is described thereon as follows, to-wit:

A certain square, parcel or tract of land, located in the Natchitoches Regional Airport, measuring 1147.6 feet by 147.6 feet and containing 21,785.76 square feet. The said plot of ground in more particularly described and shown as Lot 3 on the Airport Layout Plan of April 12, 1994.

WHEREAS FURTHER, Marc Millican and Kevin McGregor have negotiated an assignment of the lease to The HGF Company, LLC, and have requested that the City of Natchitoches approve the assignment; and

WHEREAS FURTHER, the Airport Advisory Commission has reviewed the proposed assignment and has indicated their **opposition** to the transfer, which said opposition is set forth and explained in the attached letters dated October 6, 2015 and October 20, 2015;

NOW THEREFORE, BE IT RESOLVED in legal session convened, that the City Council of the City of Natchitoches does hereby approve the above and foregoing assignment of lease from Marc Millican and Kevin McGregor to The HGF Company, LLC.

BE IT FURTHER RESOLVED that Lee Posey, Mayor of the City of Natchitoches, be and he is hereby authorized to execute the said assignment, or other document(s) on behalf of the City, indicating the City's approval of the assignment, if he is so requested to do so.

Mr. Nielsen made a motion to **TABLE** this Resolution which was seconded by Mr. Payne, the motion to table was presented for a vote and the vote was recorded as follows:

AYES: Payne, Nielsen, Mims, Stamey, Morrow

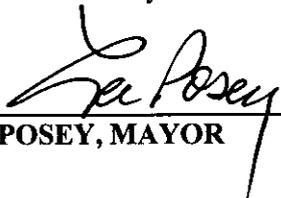
NAYS: None

ABSENT: None

ABSTAIN: None

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

Nays this 26th day of October, 2015.



LEE POSEY, MAYOR

October 6, 2015

Mayor Lee Posey

700 2nd Street

Natchitoches, LA 71457

Dear Mayor Posey,

This letter is in response to the request of Edd Lee for the Airport Advisory Commission to provide an opinion regarding the approval of a proposed lease of airport property. To expedite a response, the Commission members were polled. Six of the seven members have responded.

The question submitted to the Commission is as follows: Is an individual, who is not an aircraft owner and who has no association with aviation (pilot certification, A&P certification, aviation service related business, etc.) qualified, as required by Airport Improvement Program Grant Assurances, to lease property on Natchitoches Regional Airport?

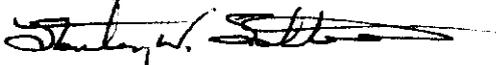
The Natchitoches Regional Airport has been the recipient of FAA Airport Improvement Program (AIP) grant funds. The FAA requires assurance that federal investment in the airport is protected and affects this through various means. The primary means is through 39 recipient obligations that are termed Grant Assurances. The FAA interpretation of the various assurances is formalized in FAA Order 5190.6 Airport Compliance Handbook.

Of particular importance to this question are Grant Assurance #38 that defines leasing of property to [REDACTED] and Grant Assurance #24 that obligates the City to maintain the airport in a financially self-sustaining manner. (Leasing to a non-aviation entity or individual eliminates the possibility of fuel sales, maintenance and other [REDACTED] for the City to fulfill the obligation.) In addition, Grant Assurance #22 discusses leases to "any person, firm, or corporation to conduct or to engage in [REDACTED] for furnishing services".

Based upon the Commission's interpretation of the Grant Assurances and the information provided regarding the applicant, six of the seven member Commission vote 'No'. It is the position of the Commission that the applicant has not demonstrated the necessary requirements to fulfill grant obligations and that the City would be in violation of multiple Grant Assurance provisions, if a lease is granted.

Please advise if any further information is needed. With kindest regards,

Sincerely,



Stanley W. Salter

Airport Advisory Commission Chairman

October 20, 2016

Stanley W. Salter, Chairman
Natchitoches Airport Advisory Commission
365 2nd St.
Natchitoches, LA 71457

Mayor Lee Posey
City of Natchitoches
700 2nd St.
Natchitoches, LA 71457

Dear Mayor Posey,

This letter is a follow-up to my October 6 letter regarding the application of an individual to lease property on Natchitoches Regional Airport. The information and opinion contained in this letter is communicated at the request of the Commission.

Subsequent to the delivery of the October 6 letter the Commission was informed that the individual in question is Mr. Harold Foster, that Mr. Foster claims to be an aircraft owner, that ownership is in the process of being transferred on the FAA Registry, and that Mr. Foster desires to appeal the Airport Commissions opinion to the City Council at the October 26 meeting.

Mr. Foster states that he has purchased a portion of an interest in an aircraft owned by Mr. James Wilson that is evidenced by a letter dated January, 2015. After searching the FAA Registry for all aircraft owned by Mr. Wilson, it was noted that one aircraft is listed. It is a Cessna 150L registered with a tail number of N11485 and a serial number of 15075453. This aircraft is stored in a hangar owned by Mr. Marc Millican on the airport and presently cannot be flown because of the lack of an engine. The Registry reveals, as of October 19, that Mr. Wilson is the sole owner and that no transactions are in process.

It is noted by the Commission that Mr. Foster has initiated no contact with Airport Manager, Larry Cooper or any member of the Airport Commission, which is unusual. All related facts have been communicated through Mr. Millican's real estate agent, Janice Bolton. Normal procedure has been circumvented and is of concern to the Commission as well as Mr. Cooper.

The Commission stands firm in the opinion submitted via the October 6 letter. Please contact me if there are any further questions. With kindest regards, I am,

Sincerely,



Stanley W. Salter
Airport Advisory Commission Chairman

| | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-----------------|-------------------------|
| UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION-MIKE MONRONEY AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION | | | CERT: ISSUE DATE |
| UNITED STATES REGISTRATION NUMBER N 11485 | | | FOR FAA USE ONLY |
| AIRCRAFT MANUFACTURER & MODEL CESSNA 150L | | | |
| AIRCRAFT SERIAL No. 15075453 | | | |
| TYPE OF REGISTRATION (Check One box) | | | |
| <input type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input type="checkbox"/> 3. Corporation <input checked="" type="checkbox"/> 4. Co-Owner <input type="checkbox"/> 5. Government <input type="checkbox"/> 8. Non-Citizen Corporation <input type="checkbox"/> 9. Non-Citizen Corporation Co-Owner | | | |
| NAME OR APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.) <div style="text-align: center;"> WILSON, JAMES G. FOSTER, HAROLD G. </div> | | | |
| TELEPHONE NUMBER: (318) 652-3270 | | | |
| ADDRESS (Permanent mailing address for first applicant on list) (If P.O. Box is used, physical address must also be shown.) Number and street: 1040 BERMUDA Rd | | | |
| Rural Route: | | P.O. Box: | |
| CITY | STATE | ZIP CODE | |
| NATCHEZ | LA | 71456 | |
| <input type="checkbox"/> CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS ATTENTION! Read the following statement before signing this application. This portion MUST be completed. A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001). | | | |
| sub) CERTIFICATION | | | |
| I/WE CERTIFY: | | | |
| (1) That the above aircraft is owned by the undersigned applicant, who is a citizen (including corporations) of the United States. (For voting trust, give name of trustee: _____), or: | | | |
| CHECK ONE AS APPROPRIATE: | | | |
| a. <input type="checkbox"/> A resident alien, with alien registration (Form 1-151 or Form 1-551) No. _____ | | | |
| b. <input type="checkbox"/> A non-citizen corporation organized and doing business under the laws of (state) _____ and said aircraft is based and primarily used in the United States. Records or flight hours are available for inspection at _____ | | | |
| (2) That the aircraft is not registered under the laws of any foreign country; and (3) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration. | | | |
| NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary. | | | |
| TYPE OR PRINT NAME BELOW SIGNATURE | | | |
| EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK. | SIGNATURE | TITLE | DATE |
| | JAMES G. WILSON | CO-OWNER | 10/19/15 |
| | SIGNATURE | TITLE | DATE |
| HAROLD G. FOSTER | CO-OWNER | 10/19/15 | |
| SIGNATURE | TITLE | DATE | |
| NOTE Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft. | | | |

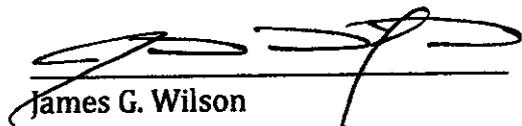
James G. Wilson
1040 Bermuda Road
Natchez, LA 71456

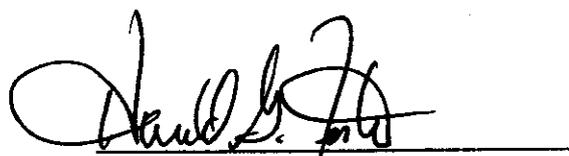
October 12, 2015

To Whom It May Concern:

I, James G. Wilson, am partners with Harold G. Foster in Cessna 150L, a fixed-wing single-engine airplane (A/W Date 12/01/1973), Serial #15075453 since January 2015. This is a utility airplane, located at Natchitoches Regional Airport, Natchitoches, La. We are in the process of a complete overhaul with the Continental Motors O-200 series engine, being completed by Mr. George Cummins. This Cessna airplane should be airworthy and ready to fly by January 2016.

Sincerely,


James G. Wilson


Harold G. Foster

Mr. Edd Lee stated the Airport Advisory Commission's recommendation based on their finding is the Council not to approve the reassigning of the lease. Our records show Mr. Harold Foster does not own an airplane and does not have a pilot's certificate. We cannot use hangars for storage space as it has to be for an aviation related purpose.

Mr. Harold Foster then stated he is the owner of HGF Company, LLC. He stated the two letters attached from Mr. Salter with the Airport Advisory Commission gives an opinion to not reassign the lease and that Mr. Foster had not followed proper procedures for presenting his information to the commission. Mr. Foster feels the commission is not the one who followed proper procedures because he was never given the opportunity to present to the Airport Advisory Commission. He then went on to read state laws regarding meeting laws for a governing body and questioned Attorney Corkern with these revised statutes. Mr. Foster presented the Mayor and Council with a letter signed by Mr. Foster and James Wilson outlining the work to be completed with the intent of it being repaired and then flying it for 10 hours and complete the transaction of a working plane. He also presented a bill of sale for the aircraft allowing it to be operated legally. As a retired veteran he finds this decision a slap in the face to deny him the reassignment of this lease. He concluded by asking the Council to do the right thing and uphold the proper way of doing things by taking over this lease. If the Council can find any reason as to why he shouldn't be allowed to take over the lease he asked it be addressed.

Mr. Stamey asked if this should even be addressed to reassign the lease until he owns the aircraft in January 2016. Mr. Foster stated as of now he owns the aircraft based on the form he has because he was forced to provide this paperwork because of the decision of the commission.

Mr. Stanley Salter, Airport Advisory Commission chairman, stated the meeting dates and times are advertised in the newspaper along with on the City website, and is not concealed from anyone. Mr. Foster's concern about our concern is that we wondered why he never approached the airport manager Larry Cooper which is a normal and accepted procedure. Also, if someone is interested in aviation he or she will contact someone on the Airport Advisory Commission who is involved on a day to day basis and that did not occur. The concern came from the commission being asked this individual's profile of not being a pilot or aviation related business would he be allowed to lease property. On the FAA Registry, this aircraft is still listed as a single owner of which it is not Mr. Foster. Based upon those facts the Airport ommission stands firm that Mr. Foster is not qualified to rent without violating the grand assurances that the City falls under. When Mr. Foster does fulfill the requirements there will be a place for him at the airport. Mr. Larry Cooper stated Mr. Foster is welcome to speak to me anytime as I am at the Airport 5 days a week, but at this time Mr. Foster has not contacted me nor has he met the requirements to obtain the lease.

Mr. Stamey then stated he will not make any moves that put the City not in compliance with receiving grants from FAA or DOTD that has been important to the City. This is too important to put us in potential danger of not receiving those grants and that relationship we have built.

Mayor Posey then requested the body to table tonight's resolution to give Mr. Foster the chance to present to the Airport Advisory Commission and go through the proper channels before making the final decision.

The next Airport Commission meeting will be in November and then from there will be reintroduced at the following City Council meeting on November 23rd or the first meeting in December.

Ms. Morrow stated she would like to review the standards of the FAA before making a final decision.

Mr. Nielsen stated we have made great strides with airport since he has been in office. We have an Airport Manager that we definitely back. I sense the commission is trying to do the best thing for the airport, but I do sense a little irritation on the side of Mr. Foster. I think tabling this resolution is the right thing to do at this point. Mr. Nielsen then made a motion to table this resolution.

**CITY OF MATCHITOCHEES
GENERAL FUND BUDGET REPORT
AS OF SEPTEMBER 30, 2015**

| | 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 |
| REVENUE | 14,815,545 | 1,234,629 | 443,543 | (791,086.02) | 4,598,940 | | 10,216,805 | 31.04% |
| EXPENDITURES | | | | | | | | |
| DEPARTMENT: | | | | | | | | |
| CITY HALL / FINANCE | 557,249 | 46,437 | 44,236 | 2,201.86 | 154,358 | 2,175 | 400,716 | 28.09% |
| COMMUNITY DEVELOPMENT | 789,352 | 65,779 | 55,790 | 9,988.98 | 228,911 | 12,152 | 548,269 | 30.54% |
| PLANNING & ZONING | 261,422 | 21,785 | 16,459 | 5,325.80 | 61,804 | 177 | 199,641 | 23.63% |
| FIRE DEPARTMENT | 3,297,312 | 274,776 | 242,727 | 32,048.70 | 873,136 | 6,015 | 2,418,161 | 26.66% |
| POLICE DEPARTMENT | 4,966,155 | 413,846 | 356,234 | 57,612.30 | 1,216,113 | 1,553 | 3,748,488 | 24.52% |
| ANIMAL SHELTER | 163,330 | 13,611 | 8,805 | 4,805.81 | 40,433 | 130 | 122,767 | 24.84% |
| PURCHASING | 265,614 | 22,135 | 23,903 | (1,768.19) | 89,012 | 330 | 176,272 | 33.64% |
| CITY GARAGE | 251,979 | 20,998 | 15,721 | 5,277.26 | 73,683 | 527 | 177,769 | 29.45% |
| RECREATION *2 | 766,350 | 63,863 | 78,964 | (15,101.91) | 329,651 | 17,988 | 418,711 | 45.36% |
| PUBLIC WORKS | 1,311,180 | 109,265 | 99,167 | 10,098.01 | 417,935 | 4,967 | 888,278 | 32.25% |
| INDIRECT EXPENSE | 2,031,765 | 169,314 | 125,585 | 43,728.71 | 721,896 | 8,631 | 1,301,238 | 35.96% |
| PROGRAMMING & PROMOTIONS | 153,837 | 12,820 | 6,320 | 6,499.98 | 33,455 | 255 | 120,127 | 21.91% |
| TOTAL GENERAL FUND | 14,815,545 | 1,234,629 | 1,073,911 | 160,717.31 | 4,240,188 | 54,900 | 10,520,457 | 28.99% |

FOOTNOTES:

*1 - 1/12th OF TOTAL BUDGET

*2 - SEASONAL ACTIVITY

% BUDGET YEAR ELAPSED 33%

% BUDGET EXPENDED 29%

CITY OF NATCHITOCHEs
UTILITY (PROPRIETARY) FUND BUDGET REPORT
AS OF SEPTEMBER 30, 2015

| | CURRENT MONTH | | | YEAR TO DATE | | | | |
|---------------------------|-----------------------|-------------------|-----------|---------------------|------------|--------------|--------------------------------|----------------------------|
| | TOTAL BUDGET 15/16 FY | MONTHLY BUDGET *1 | ACTUAL | (OVER) UNDER BUDGET | YTD ACTUAL | ENCUMBRANCES | UNREALIZED / AVAILABLE BALANCE | PERCENT RECEIVED/ EXPENSED |
| REVENUE | 37,367,224 | 3,113,935 | 2,964,285 | (149,650) | 11,397,696 | | 25,969,528 | 30.50% |
| EXPENDITURES | | | | | | | | |
| DEPARTMENT: | | | | | | | | |
| UTILITY ADMINISTRATION | 438,133 | 36,511 | 25,931 | 10,580 | 117,458 | 346 | 320,329 | 26.89% |
| WATER | 2,801,399 | 233,450 | 248,684 | (15,234) | 822,683 | 67,474 | 1,911,242 | 31.78% |
| SEWER | 1,775,420 | 147,952 | 137,234 | 10,718 | 401,952 | 48,610 | 1,324,858 | 25.38% |
| ELECTRIC | 22,113,134 | 1,842,761 | 1,820,821 | 21,940 | 5,293,901 | 1,612,335 | 15,206,898 | 31.23% |
| UTILITY BILLING | 653,409 | 54,451 | 54,675 | (224) | 185,983 | 2,021 | 465,405 | 28.77% |
| INFORMATION TECH | 337,629 | 28,136 | 13,732 | 14,404 | 60,739 | 13,735 | 263,155 | 22.06% |
| INDIRECT | 9,248,100 | 770,675 | 909,548 | (138,873) | 3,399,350 | 35,490 | 5,813,260 | 37.14% |
| TOTAL UTILITY FUND | 37,367,224 | 3,113,935 | 3,210,624 | (96,689) | 10,282,065 | 1,780,012 | 25,305,147 | 32.28% |

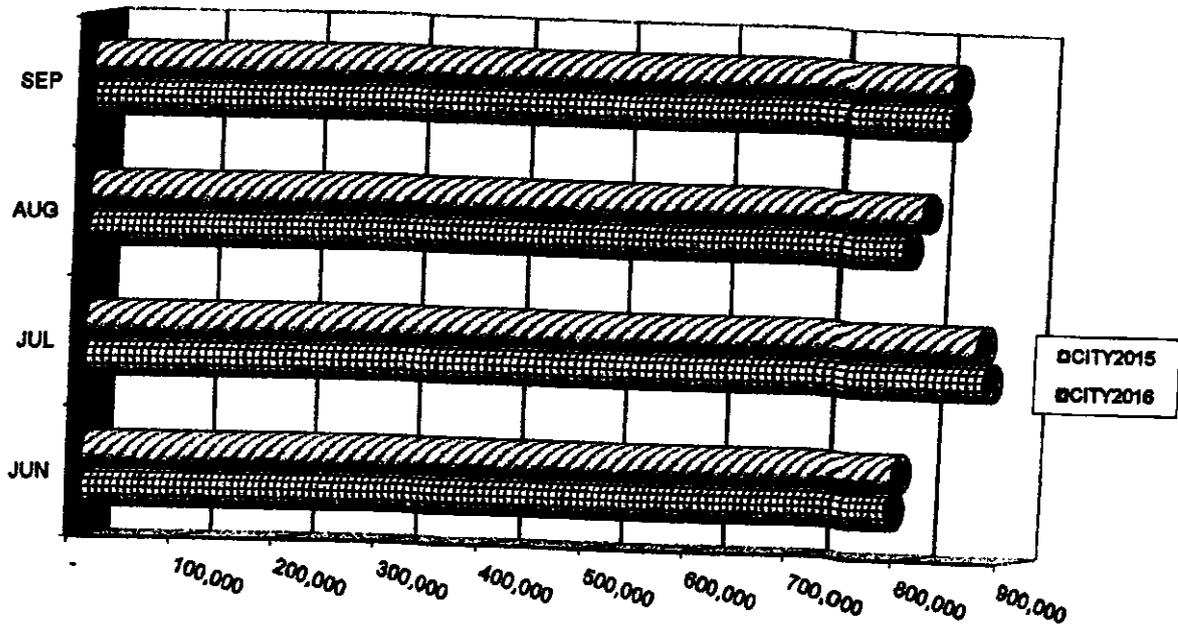
FOOTNOTES:

*1 - 1/12th OF TOTAL BUDGET

% BUDGET YEAR ELAPSED 33%

% BUDGET EXPENDED 32%

CITY OF NATCHITOCHEs FISCAL YEAR SALES TAX COLLECTIONS

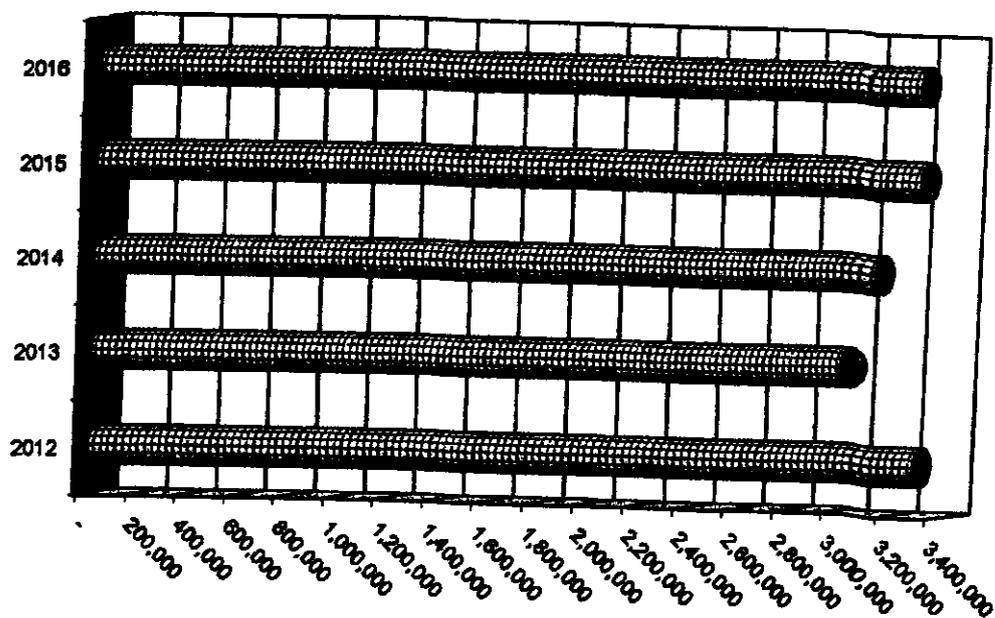


REVENUE BY MONTHS

| 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 | | |
| JUL | 925,940 | 787,124 | 788,242 | 862,486 | 870,125 | (5,193) | -0.66% |
| AUG | 799,473 | 675,717 | 771,686 | 803,607 | 787,135 | 7,639 | 0.89% |
| SEP | 788,812 | 773,754 | 778,205 | 827,996 | 826,943 | (1,053) | -0.13% |

Prepared by: Natchitoches Tax Commission

CITY OF NATCHITOCHEs FISCAL YEAR SALES TAX COLLECTIONS

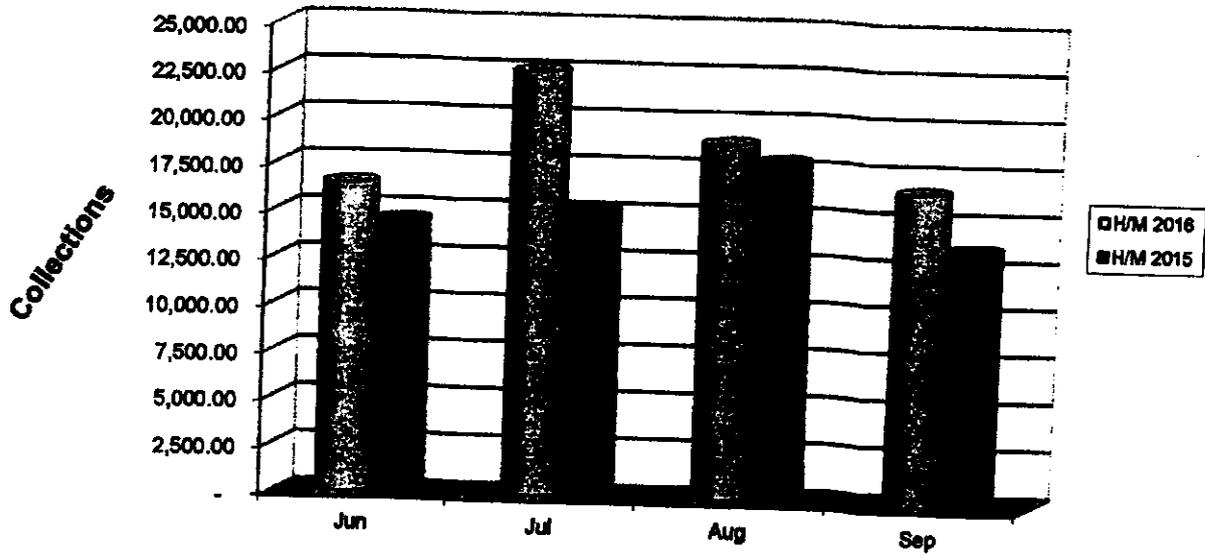


REVENUE YEAR TO DATE

| 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 | | |
| JUL | 1,704,266 | 1,571,830 | 1,563,915 | 1,647,966 | 1,650,413 | (5,193) | -0.66% |
| AUG | 2,503,739 | 2,247,547 | 2,335,601 | 2,451,573 | 2,437,548 | 2,447 | 0.15% |
| SEP | 3,292,551 | 3,021,301 | 3,113,806 | 3,279,569 | 3,264,491 | (14,025) | -0.57% |
| | | | | | | (15,078) | -0.46% |

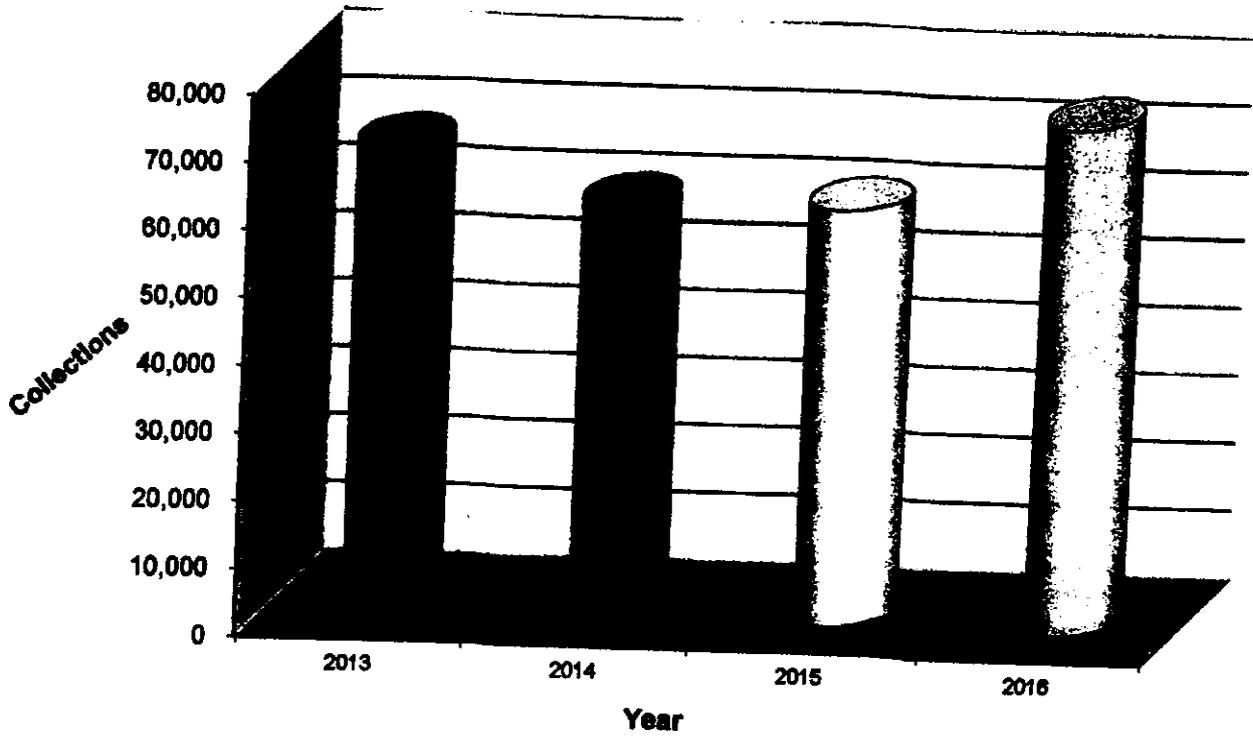
Prepared by: Natchitoches Tax Commission

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% |

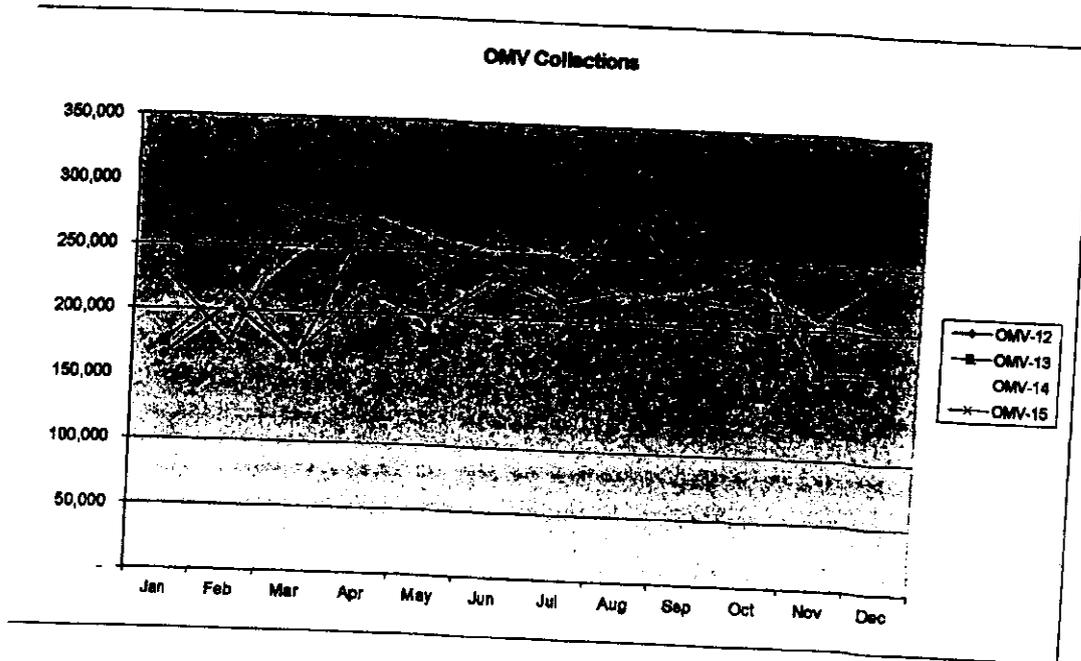
**City of Natchitoches
TIF-2%**



| 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% |

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

| Month/ Year | 2012 | 2013 | 2014 | 2015 | 15 vs 14 |
|---------------|------------------------|------------------------|------------------------|------------------------|----------|
| Jan | 164,467.36 | 174,514.52 | 205,655.35 | 227,683.49 | 10.71% |
| Feb | 205,177.33 | 220,905.99 | 201,200.44 | 175,170.42 | -12.94% |
| Mar | 166,324.69 | 164,353.86 | 243,983.22 | 277,308.53 | 13.66% |
| Apr | 217,732.82 | 264,608.75 | 277,427.08 | 266,320.47 | -4.00% |
| May | 196,365.55 | 249,447.49 | 260,609.86 | 232,307.57 | -10.93% |
| Jun | 230,945.64 | 246,712.96 | 251,656.26 | 260,920.17 | 3.68% |
| Jul | 213,497.75 | 217,028.15 | 252,877.65 | 253,323.24 | 0.18% |
| Aug | 227,231.78 | 284,804.63 | 217,791.53 | 316,294.39 | 45.23% |
| Sep | 220,368.79 | 224,618.30 | 228,904.14 | 270,214.00 | 19.09% |
| Oct | 214,665.08 | 253,263.37 | 234,151.83 | | |
| Nov | 209,191.64 | 165,389.46 | 204,828.82 | | |
| Dec | 202,412.94 | 166,100.98 | 246,057.51 | | |
| Totals | \$ 2,468,411.97 | \$ 2,633,748.48 | \$ 2,823,543.99 | \$ 2,279,642.28 | |



Mr. Pat Jones, Finance Director, presented the Council with the Finance Report. The General Fund summary as of September 2015 stated the revenues were at 31.04% and expenditures at 28.99%, with 33% of the budget year elapsed. We are in tune with the General Fund budget and expenditures will increase during the month of December due to the holiday season working hours. The Utility Fund revenues were at 30.50% and expenditures at 32.28%. Sales Tax Collections are a -0.13% decrease compared to last September and -0.46% year to date. The TIF for September was up 19.28% increase compared to the last September with a year to date increase of 21.62%. Motor vehicle sales were up 19.09% above last year at this time.

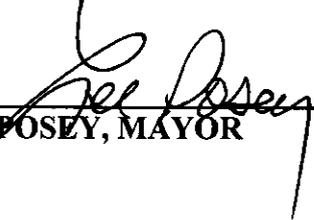
The next scheduled City Council meeting will be November 9, 2015.

The City of Natchitoches will be closed Wednesday, November 11, 2015 in observance of Veterans Day.

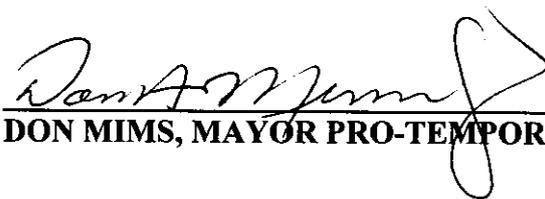
Mr. Stamey asked Mr. Wimberly to pass on a word of thanks on behalf of the Council for their hard work and dedication with putting up the Christmas lights and working through the night with the recent outages we had.

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

The meeting was adjourned at 7:17 p.m.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO-TEMPORE