

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
NOVEMBER 25, 2013
5:30 P.M.
A G E N D A**

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF NOVEMBER 12, 2013**
5. **PRESENTATION OF MISS MERRY CHRISTMAS AND CHRISTMAS BELLES**

Miss Merry Christmas	-	Gabrielle Ingram
Christmas Belles	-	Austin Aldredge, Maygan Baker, Jacquelyn Clark, Amanda Dore', Lesley Tucker
6. **PRESENTATION OF CHRISTMAS ANGELS**
Avery Elise Evans – Pre-K
Ava Grace Mitchell – K
Ayla Danielle Payne – 1St
Cailynn Nichole Kay – 2nd
Caroline Alexander Godfrey – 3rd
Madison Starr Raymond – 4th
Madeline Elizabeth Godfrey – 5th
Kelsey Anne Hayes – 6th
Emily Elizabeth Bumgardner – 7th
Kayla Monique Walker – 8th
7. **PLANNING & ZONING - FINAL:**
#053 Stamey Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows:
Lot Having a 246.3 Foot Front on East Side of Washington Street, Being Shown as Tract "B" and Subject to a Boundary Agreement Recorded in Conveyance Book 419, Page 683 from B-3 to additional zoning of B-A to sell beverages of high alcoholic content for consumption on premise. **(Cane River Bar & Grill - 1125 Washington St.)**
8. **ORDINANCES – FINAL:**
#050 Nielsen An Ordinance Authorizing The City To Extend Lease In Favor Of Douglas Lewallen and Constance Lewallen Of Area Adjacent To Lot 4 Of River Road Subdivision, Setting The Terms And Conditions Of Same, And Authorizing The Execution Of The Lease By The Mayor, Lee Posey, After Due Compliance With The Law, And Further Providing For Advertising Of The Lease And An Effective Date

#054 Mims Ordinance Authorizing A Franchise For The Operation Of Horse Drawn Carriage Business Within The City Limits Of The City Of Natchitoches, In Favor Of Natchitoches Carriage Company, L.L.C., Confirming The Terms Of The Franchise, Conditions, And Considerations For Said Franchise, Approving The Lease Of Space For Storage Associated With The Operation Of The Horse Drawn Carriage Business, And Authorizing The Mayor To Execute The Said Franchise And Lease Agreement On Behalf Of The City

9. **ORDINANCES – INTRODUCTION:**

#055 Vallien Ordinance To Amend Chapter 14 Of The Code Of Ordinances Of The City Of Natchitoches, Entitled “Garbage, Trash And Refuse”, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance

#056 Stamey Ordinance Releasing And Waiving A Resolatory Condition On A Tract Of Land Being Conveyed By Ark-La-Tex Investment And Development Corporation To The Natchitoches Parish Communications District, And Authorizing And Directing The Mayor Of The City Of Natchitoches To Execute The Deed Or Other Instrument Conveying Title Of The Property To Acknowledge And Confirm The Transfer Of Title, Providing For A Public Hearing, Providing For An Effective Date Of The Ordinance, And Providing For Advertising

10. **RESOLUTIONS:**

#093 Payne Resolution Of Support For Grant Application Submitted To The Louisiana Office Of Community Development, Local Government Assistance Program

#094 Nielsen Resolution Authorizing The Mayor To Enter Into A Contract With Cunningham Agency, Inc. For The Airport Liability Insurance For The City Of Natchitoches

11. **REPORTS:** Pat Jones – Financial Report

12. **ANNOUNCEMENTS:**

- The City of Natchitoches offices will be closed **Thursday, November 28** and **Friday, November 29, 2013** for the Thanksgiving Holidays.
- The next scheduled City Council meeting will be **December 9, 2013**.
- There will **not** be a City Council meeting on **Monday, December 23, 2013**.

13. **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, NOVEMBER 25, 2013 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, November 25, 2013 at 5:30 p.m.

There were present:

Mayor Lee Posey
Councilman At Large Don Mims, Jr.
Councilman Dale Nielsen
Councilman David Stamey
Councilman Larry Payne
Councilman Andrew Vallien

Guests: Miss Merry Christmas and Christmas Belles
Christmas Angels

Absent: None

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

Mayor Posey then called for the reading and approval of the minutes for the November 12, 2013 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Mr. Nielsen. The roll call vote was as follows:

Ayes: Payne, Nielsen, Mims, Stamey, Vallien
Nays: None
Absent: None

Mayor Posey stated we have a new person on the Council with us tonight, Mr. Andrew Vallien. He asked Mr. Vallien to say a few words.

Mr. Vallien stated he would like to thank the Mayor, the City Council and all of the citizens from District 3 and throughout Natchitoches Parish for showing confidence in him. He thinks working together we can do things to benefit all of Natchitoches.

Mayor Posey then presented Miss Merry Christmas, the Christmas Belles, and the Christmas Angels. The Christmas Belles sang a song for the City Council Meeting that represented this year's Christmas Festival. The Mayor thanked them for their representation of Natchitoches and promoting the 87th Christmas Festival. The Christmas Angels sang Jingle Bells for the crowd and were then presented with a plaque. The Mayor thanked them for being ambassadors for the Christmas Festival.

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

ORDINANCE NO. 053 OF 2013

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

LOT HAVING A 246.3 FOOT FRONT ON EAST SIDE OF WASHINGTON STREET, BEING SHOWN AS TRACT "B" AND SUBJECT TO A BOUNDARY AGREEMENT RECORDED IN CONVEYANCE BOOK 419, PAGE 683 FROM B-3 TO ADDITIONAL ZONING OF B-A TO SELL BEVERAGES OF HIGH ALCOHOLIC CONTENT FOR CONSUMPTION ON PREMISE.

(CANE RIVER BAR & GRILL - 1125 WASHINGTON ST.)

WHEREAS, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of November 5, 2013 that the application of Steve & Gay Moore to rezone the property described above from B-3 to additional zoning of B-A to sell beverages of high alcoholic content for consumption on premises (1125 Washington Street), be **APPROVED**.

THIS ORDINANCE was introduced on November 12, 2013 and published in the *Natchitoches Times* on November 16, 2013.

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

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

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 25th day of November, 2013.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 26th day of November, 2013 at 10:00 A.M.

CERTIFICATION ON BACK

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

ORDINANCE NO. 050 OF 2013

AN ORDINANCE AUTHORIZING THE CITY TO EXTEND LEASE IN FAVOR OF DOUGLAS LEWALLEN AND CONSTANCE LEWALLEN OF AREA ADJACENT TO LOT 4 OF RIVER ROAD SUBDIVISION, SETTING THE TERMS AND CONDITIONS OF SAME, AND AUTHORIZING THE EXECUTION OF THE LEASE BY THE MAYOR, LEE POSEY, AFTER DUE COMPLIANCE WITH THE LAW, AND FURTHER PROVIDING FOR ADVERTISING OF THE LEASE AND AN EFFECTIVE DATE.

WHEREAS, the City of Natchitoches (City) owns a tract of ground adjacent to Lot 4 of River Road Subdivision; and

WHEREAS FURTHER, Lot 4 of River Road Subdivision was owned by Tom Barker and Willa Nugent Barker in November of 1983; and

WHEREAS FURTHER, The City entered into a Lease and Boundary Agreement with Tom Barker and Willa Nugent Barker on the 1st day of November 1983, which said lease is recorded at Conveyance Book 391, page 121 of the records of Natchitoches Parish, Louisiana.

WHEREAS FURTHER, The Lease and Boundary Agreement established the boundary between the properties of the City and Barkers, and further provided for a lease from the City to the Barkers of the following described property, to-wit:

A portion of the original tract, acquired by the City of Natchitoches from C. G. Glass, et ux, by deed dated October 18, 1966, recorded in Conveyance Book 272, page 336, which is shown on a plat of survey dated September 1, 1983 and described thereon as follows, to-wit:

Commence at the Southeast corner of Lot 4 of River Road Park Subdivision Annex, as shown on a plat of survey made by A. J. Brouillette, Registered Surveyor, dated March 1, 1973, and recorded on Map Slide 158B of the records of Natchitoches Parish, Louisiana, and from this point run thence North 27 degrees 32 minutes West a distance of 126.75 feet to a point on the high bank traverse of Cane River Lake; thence run North 60 degrees 57 minutes East a distance of 85.6 feet to a point, which is also the Northwest corner of Lot 5 of said River Road park Subdivision Annex; thence run South 27 degrees 32 minutes East approximately 80 feet to a point where the existing wood panel fence is located; thence run in a westerly direction 36.5 feet; thence run in a southerly direction along the fence line a distance of 47 feet to a point; thence run South 61 degrees 56 minutes West along the northern right of way of Woodyard Drive a distance of 49 feet to the point of beginning.

WHEREAS FURTHER, all of the rights under the above described lease were assigned to Douglas W. Lewallen and Constance H. Lewallen (sometimes hereinafter "Lewallen") by instrument dated September 21, 1992, and recorded at Conveyance Book 477,

page 377 of the records of Natchitoches Parish, Louisiana.

WHEREAS FURTHER, Lewallen has approached the City regarding an extension of the above described lease, under the same terms and conditions; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that the property that is the subject of the lease is surplus property and does hereby declare and find that subject property described above to be surplus property; and

WHEREAS FURTHER, the lease will have an initial term of ten years with two ten year extensions and all of the other terms and conditions will be the same as set forth in the original lease agreement; and

WHEREAS FURTHER, the City desires to extend the lease of the subject property described above to Lewallen, under the terms set forth above and more particularly set forth in the lease extension attached hereto; and

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

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

(1) That after due proceedings and advertisement, the said City does extend the lease of the above described property to Lewallen for a term of ten years with two ten year extensions, all as more fully described in the attached extension of lease.

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

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

(4) That the Mayor, Lee Posey, be and he is hereby authorized, after due proceedings had, and after the legal delays have run, to execute the attached extension of lease in favor of Lewallen.

(5) That the City Clerk be authorized to advertise this proposed lease in accordance with law, i.e., three times in fifteen days, one week apart and to report to the City Council if any opposition is made in writing prior to the time of final adoption.

(6) That the City declares that the above described property of the City of Natchitoches to be surplus property not needed for public purposes by the City.

THIS ORDINANCE was introduced on October 28, 2013 and published in the *Natchitoches Times* on October 31, November 7 and 14, 2013.

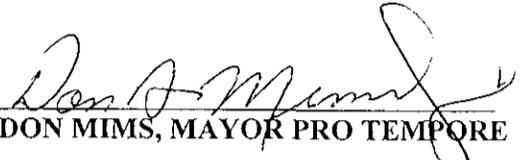
The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

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

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to
0 Nays this 25th day of November, 2013.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 26th day of November, 2013 at 10:00 A.M.

STATE OF LOUISIANA

PARISH OF NATCHITOCHEs

EXTENSION OF LEASE

BE IT KNOWN, that on this the 5th day of December,

2013, before me, the undersigned witnesses and Notary Public, personally came and appeared:

CITY OF NATCHITOCHEs, LOUISIANA, a municipal corporation, represented herein by Mayor Lee Posey pursuant to Ordinance Number 50 of 2013, with mailing address of Post Office Box 37, Natchitoches, Louisiana, 71458

(hereinafter called "LESSOR")

AND

DOUGLAS W. LEWALLEN AND CONSTANCE H. LEWALLEN, husband and wife, with mailing address of 700 Woodyard Drive, Natchitoches, Louisiana 71457,;

(hereinafter called "LESSEE")

ALL OF WHOM DECLARED AS FOLLOWS:

I.

Lessor entered into a Lease and Boundary Agreement with Tom Barker and Willa Nugent Barker on the 1st day of November 1983, which said lease is recorded at Conveyance Book 391, page 121 of the records of Natchitoches Parish, Louisiana.

II.

The Lease and Boundary Agreement established the boundary between the properties of Lessor and Lessee, and further provided for a lease from Lessor to Lessee of the following described property, to-wit:

A portion of the original tract, acquired by the City of Natchitoches from C. G. Glass, et ux, by deed dated October 18, 1966, recorded in Conveyance Book 272, page 336, which is shown on a plat of survey dated September 1, 1983 and described thereon as follows, to-wit:

Commence at the Southeast corner of Lot 4 of River Road Park Subdivision Annex, as shown on a plat of survey made by A. J. Brouillette, Registered Surveyor, dated March 1, 1973, and recorded on Map Slide 158B of the records of Natchitoches Parish, Louisiana, and from this point run thence North 27 degrees 32 minutes West a distance of 126.75 feet to a point on the high bank traverse of Cane River Lake; thence run North 60 degrees 57 minutes East a distance of 85.6 feet to a point, which is also the Northwest corner of Lot 5 of said River Road park Subdivision Annex; thence run South 27 degrees 32 minutes East approximately 80 feet to a point where the existing wood panel fence is located; thence run in a westerly direction 36.5 feet; thence run in a southerly direction along the fence line a distance of 47 feet to a point; thence run South 61 degrees 56 minutes West along the northern right of way of Woodyard Drive a distance of 49 feet to the point of beginning.

III.

Lessee was assigned all rights under the above described lease by instrument dated September 21, 1992, and recorded at Conveyance Book 477, page 377 of the records of Natchitoches Parish, Louisiana.

IV.

The lease provided for a term of ten (10) years with two ten year extensions, the last of which will soon run out.

V.

The Parties hereto desire to extend the original lease for an additional ten (10) year period with two additional ten year extension, with all of the other terms and conditions being the same.

VI.

Accordingly, the City hereby leases to the Lessee, under the terms and conditions set forth in the lease agreement recorded at Conveyance Book 391, page 121, the following described property, to-wit:

A portion of the original tract, acquired by the City of Natchitoches from C. G. Glass, et ux, by deed dated October 18, 1966, recorded in Conveyance Book 272, page 336, which is shown on a plat of survey dated September 1, 1983 and described thereon as follows, to-wit:

Commence at the Southeast corner of Lot 4 of River Road Park Subdivision Annex, as shown on a plat of survey made by A. J. Brouillette, Registered Surveyor, dated March 1, 1973, and recorded on Map Slide 158B of the records of Natchitoches Parish, Louisiana, and from this point run thence North 27 degrees 32 minutes West a distance of 126.75 feet to a point on the high bank traverse of Cane River Lake; thence run North 60 degrees 57 minutes East a distance of 85.6 feet to a point, which is also the Northwest corner of Lot 5 of said River Road park Subdivision Annex; thence run South 27 degrees 32 minutes East approximately 80 feet to a point where the existing wood panel fence is located; thence run in a westerly direction 36.5 feet; thence run in a southerly direction along the fence line a distance of 47 feet to a point; thence run South 61 degrees 56 minutes West along the northern right of way of Woodyard Drive a distance of 49 feet to the point of beginning.

VII.

The lease, as extended shall have an initial term of ten (10) years, commencing on November 1, 2013, and terminating on the last day of October 2023, at which time the lease shall be automatically extended for two (2) ten (10) year periods, under the same terms and condition, unless the City should decide that all or any portion of the property should be needed for public purpose. In the event that the City of Natchitoches should determine that the said property should be needed for public purposes, the City may give sixty days prior written notice to Lessee, or their heirs, successors or assigns, and after sixty days, this lease can be terminated, cancelled and revoked in full. Notice of

this cancellation can be accomplished by filing a notice of intent to cancel the lease with the Clerk of Court for Natchitoches Parish, Louisiana.

VIII.

The rest and remainder of the terms of the lease shall be the same as those set forth in the prior lease recorded at Conveyance Book 391, page 121, and which are incorporated herein as if copied in full.

THUS DONE AND PASSED in the presence of the undersigned Notary Public and subscribing witnesses on the day, month, and year first hereinabove written, at Natchitoches, Louisiana.

WITNESSES:

Stacy McCreary
Hannah Weiriger

CITY OF NATCHITOCHES

Lee Posey
by: Mayor Lee Posey

Edd R. Lee Edd R. Lee
NOTARY PUBLIC ID 15749

THUS DONE AND PASSED in the presence of the undersigned Notary Public and subscribing witnesses on the 5th day of December, 2013, at Natchitoches, Louisiana.

WITNESSES:

Stacy McCreary
Hannah Weiriger

Douglas W. Lewallen
DOUGLAS W. LEWALLEN
Constance H. Lewallen
CONSTANCE H. LEWALLEN

Edd R. Lee Edd R. Lee
NOTARY PUBLIC ID 15749



CERTIFICATION ON BACK

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

ORDINANCE NO. 054 OF 2013

AN ORDINANCE AUTHORIZING A FRANCHISE FOR THE OPERATION OF HORSE DRAWN CARRIAGE BUSINESS WITHIN THE CITY LIMITS OF THE CITY OF NATCHITOCHES, IN FAVOR OF NATCHITOCHES CARRIAGE COMPANY, L.L.C., CONFIRMING THE TERMS OF THE FRANCHISE, CONDITIONS, AND CONSIDERATIONS FOR SAID FRANCHISE, APPROVING THE LEASE OF SPACE FOR STORAGE ASSOCIATED WITH THE OPERATION OF THE HORSE DRAWN CARRIAGE BUSINESS, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAID FRANCHISE AND LEASE AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, Natchitoches Cane River Transit Company, LLC assigned a Franchise Agreement for the operation of horse drawn carriages to Natchitoches Carriage Company, LLC ("Carriage") in 2012; and

WHEREAS FURTHER, the City of Natchitoches ("City") approved the assignment by Resolution No. 102 of 2012; and

WHEREAS FURTHER, the City and Carriage have negotiated a new franchise agreement to replace the previous franchise agreement, which said new franchise agreement includes the lease of storage bays in the old public works facility at 500 Sixth Street; and

WHEREAS FURTHER, both parties, that is, the City and Carriage, deem it to be in their mutual best interests and advantage to execute the new franchise agreement which will clearly delineate the respective obligations, covenants, conditions, responsibilities, and considerations; and

WHEREAS FURTHER, this franchise agreement is permitted and authorized under the authority of Louisiana Revised Statutes 33:4404, the Home Rule Charter of the City of Natchitoches, Section 2:10 and Section 28-50 of the Code of Ordinances of the City of Natchitoches; and

WHEREAS FURTHER, the proposed franchise agreement has been reviewed by the City and has been approved; and

WHEREAS FURTHER, the City Council takes cognizance of the fact that it is to the best interest of the City and its tourist promotion and trade to facilitate the continuation of a horse drawn carriage business in the Historic District;

NOW THEREFORE BE IT ORDAINED that the City Council takes cognizance of the existing Franchise Agreement with Natchitoches Carriage Company, LLC, but desires to terminate the existing Franchise Agreement and replace it with a new Franchise Agreement, a copy of which is attached hereto, which will provide for storage space on City property, and authorizes the Mayor, Lee Posey, to execute the said Franchise Agreement with Carriage.

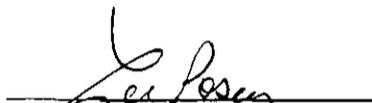
BE IT FURTHER ORDAINED that the terms and conditions of the Franchise Agreement attached hereto are hereby approved by the City Council, including the consideration for the franchise and other considerations.

THIS ORDINANCE was introduced on November 12, 2013 and published in the *Natchitoches Times* on November 16, 2013.

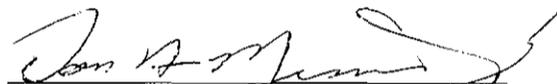
The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

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

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 25th day of November, 2013.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 26th day of November, 2013 at 10:00 A.M.

STATE OF LOUISIANA

PARISH OF NATCHITOCHEs

FRANCHISE AGREEMENT

BE IT KNOWN, that on this the 3rd day of December, 2013, before me, the undersigned Notary Public and subscribing witnesses, personally came and appeared:

THE CITY OF NATCHITOCHEs, a Louisiana municipal corporation, operating under a Home Rule Charter passed by referendum vote in 1975, and represented hereby by Lee Posey, Mayor, duly authorized to act herein pursuant to Ordinance No. 054 of 2013, a copy of which is attached hereto and made a part hereof; hereinafter referred to as "**CITY**";

and

NATCHITOCHEs CARRIAGE COMPANY, LLC, with mailing address of 102 Rue Beauport, Natchitoches, Louisiana 71457, represented herein by Gail Culpepper, hereinafter referred to as "**Carriage**";

Both of whom declared as follows:

The **CITY** and **Carriage** are currently parties to a Franchise Agreement which was assigned to **Carriage** in 2012, but the parties desire to modify the Franchise Agreement and extend same, so the parties do hereby agree to and do hereby terminate the existing Franchise Agreement, effective the 1st day of January 2014.

The **CITY** does hereby grant a franchise to **Carriage** for the purpose of operating horse drawn carriages for tourists and other customers within the City of Natchitoches, under the following terms and conditions:

1.1 **Carriage** will operate horse drawn carriages year round, with a minimum of two (2), within the city limits of the City of Natchitoches. In times of peak tourist activity, from the 20th day of November through the 1st week in January, **Carriage** will operate a number of carriages that will adequately service the tourism market, even if more than two (2) carriages are required. However, this agreement shall not be construed to require **Carriage** to operate more than five (5) carriages at any one time.

1.2 **Carriage** shall have the right to operate horse drawn carriages within the corporate limits of the City of Natchitoches during the term of the franchise defined in paragraph 2.1 herein. All horse drawn carriages operated by **Carriage** will be operated at its sole expense and liability.

1.3 **Carriage** agrees that it will meet all regulatory requirements of the City, Parish, State and Federal law regarding safety, licensing and inspection in connection with its carriages, including but not limited to the Horse Drawn Carriage ordinance located at Section 31-70, et seq. of the Code of Ordinances of the City of Natchitoches, Louisiana.

1.4 This is a franchise and **Carriage** is not an employee or agent of the **CITY** and the employees, contractors, or agents of **Carriage** are not the employees of the **CITY** and **Carriage** acknowledges that its employees have no employment or agency relation with the **CITY** and no compensation is paid to **Carriage** or its employees other than is specifically covered by this Franchise.

II.

2.1 The term of this franchise shall be for a period beginning January 1, 2014, and continuing through December 31, 2019, but shall be automatically extended for an additional five (5) year period (i.e. from January, 2019 through December 31, 2024, unless either party hereto gives notice, in writing, to the other party hereto prior to January 1, 2019.

III.

3.1 **Carriage** agrees to operate its horse drawn carriages in a safe and prudent manner, observing all pertinent laws and regulations. **Carriage** further covenants and agrees that it will operate its carriages at its own risk, and agrees to indemnify and hold the **CITY** harmless against any expense, loss, damage, claim, action or liability paid, suffered or incurred, by any person or persons or property, as a result of **Carriage's** operations on the streets or public ways of the City of Natchitoches. **Carriage** further agrees that it will carry public liability insurance at its own expense for its operation of its vehicles and shall indemnify the **CITY** against any expense, loss, cost, damage, claim, action or liability paid, suffered, or incurred as the result of damages to persons or property incurred during the operation of **Carriage's** carriages and resulting from **Carriage's** fault or negligence.

3.2 **Carriage** further agrees to carry public liability insurance in an amount to be approved by the **CITY** but not less than \$1,000,000.00, covering the perils or exposure mentioned in Article 3.1, and shall furnish to the **CITY** evidence of the insurance and timely payment of all premiums. **Carriage** further agrees to list the **CITY** as an additional insured on the above policy. Failure to keep said insurance in effect shall give the **CITY** the right to cancel this franchise fifteen (15) days after written notice of default to **Carriage**.

IV.

4.1 The consideration for this franchise shall be Fifty (\$50.00) Dollars per month, payable annually, in advance, with the first payment of \$600.00 due on January 1, 2014, and on the first day of January of each successive year of the lease.

4.2 In addition to the monthly franchise fee, **Carriage** will provide the additional "in kind services" to the City of Natchitoches, its citizens and tourists:

1. Rent warehouse, pasture and office space within Natchitoches Parish.
2. Participate in parades and other special events promoted by the **CITY**.
3. Continue its practice of donating or offering discounts for church benefits, school benefits, events for nursing home residents, terminally ill patient, and handicapped children.

4.3 **CITY** shall make available to **Carriage** storage space in its facility at 500 Sixth Street, to include the northernmost two storage bays, being 1,040 square feet. The consideration for the storage space shall be \$200.00 per month payable monthly. This provision of the Franchise Agreement may be terminated by either party with 60 days notice.

V.

5.1 It is understood and agreed that **Carriage** shall have the right to operate horse drawn carriages within the corporate limits of the City of Natchitoches and that the City of Natchitoches shall not permit anyone to operate horse drawn carriages within its corporate limits without a franchise requiring the same minimum performance required of **Carriage** herein.

VI.

6.1 **Carriage** shall also be obligated to pay the normal occupational license tax on its business operations, which shall be separate from this franchise agreement. **Carriage** shall also be responsible for any applicable sale or use tax on its operations.

VII.

7.1 **Carriage** agrees to annually provide the Historic District Commission with a proposed tour route and written narrative of the proposed tour for approval.

7.2 **Carriage** agrees to provide an accurate interpretation of the cultural, historic and natural resources of the City of Natchitoches.

7.3 **Carriage** agrees to operate in a professional manner in all times. To operate seven days a week, twelve months a year, as necessary, excluding in climate weather.

7.4 **Carriage** agrees to furnish the **CITY** with proof of qualified drivers and

operators licenses from the State of Louisiana and the City of Natchitoches.

7.5 Carriage agrees to furnish the Historic District Commission with proof that all drivers have obtained Tour Guide Certifications.

7.6 Carriage agrees to obtain approval for carriage parking areas, signage, benches, trash receptacles, and any and all other items utilized by Carriage in the course of its business.

7.7 Carriage agrees to maintain a policy of worker's compensation insurance on any and all employees.

VIII.

8.1 This franchise agreement shall not be assigned by Carriage, in whole or in part, without the express written permission of the City Council of the City of Natchitoches.

IX.

9.1 Except as otherwise provided herein, in the event that Carriage should cease to do business and terminate its operations for a period of forty-five (45) consecutive days, then in that event, this franchise shall be considered abandoned and terminated without any further action whatsoever, and all rights of Carriage under this franchise shall cease and terminate as of that date.

THUS DONE AND PASSED before me, the undersigned Notary Public and subscribing witnesses on the day, month and year first hereinabove written at Natchitoches, Louisiana.

WITNESSES:

Stacy Maloney
Frank Wenz

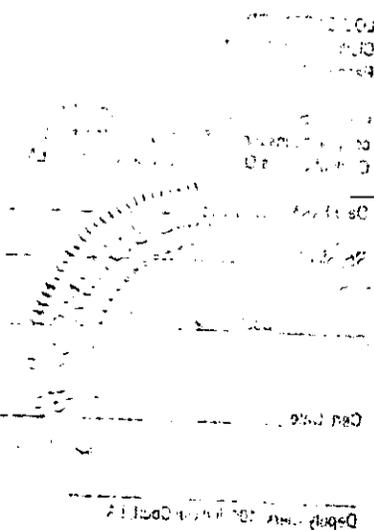
CITY OF NATCHITOCHEs

By: Lee Posey
Lee Posey, Mayor

Natchitoches Carriage Company, LLC

By: Gail Culpepper
Gail Culpepper

Gail Culpepper
Gail Culpepper, individually



Edd R Lee
NOTARY PUBLIC

Print Name Edd R Lee

Notary # 15749

The following Ordinance was introduced by Mr. Vallien at the Natchitoches City Council meeting held on November 25, 2013 as follows:

ORDINANCE NUMBER 055 OF 2013

AN ORDINANCE TO AMEND CHAPTER 14 OF THE CODE OF ORDINANCES OF THE CITY OF NATCHITOCHEs, ENTITLED "GARBAGE, TRASH AND REFUSE", PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.

WHEREAS, the City of Natchitoches has recently negotiated a new Time Contract for the Collection, Hauling, Recycling and Disposal of Municipal Solid Waste, Construction and Demolition Waste, and Recyclable Materials in the City of Natchitoches, (sometimes hereinafter "Contract") which said Contract has been approved by the City Council of the City of Natchitoches and which will go into effect the 1st day of January, 1, 2014; and

WHEREAS FURTHER, the Finance Department of the City of Natchitoches has undertaken a review of Chapter 14 of the Code of Ordinances of the City of Natchitoches, which said Chapter deals with garbage, trash and refuse, (sometimes hereinafter "Garbage Ordinance") and has made recommendation for the amendment of Chapter 14 in order to bring the Chapter into *conformance with the terms* of the new Contract and to provide for other updates to the Garbage Ordinance; and

WHEREAS FURTHER, in its review of the Garbage Ordinance the Finance Department concluded that Article III, which deals with City Dumps and Landfills, and Article IV, which provides for a Clean City Commission, are antiquated and no longer needed, and makes the recommendation that these Articles be deleted and removed; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the proposed changes and agrees that the adoption is advisable and in the best interest of the City of Natchitoches and its citizens; and

WHEREAS FURTHER, the City Council of the City of Natchitoches, Louisiana, desires to amend the Code of Ordinances of the City of Natchitoches in order to amend and re-enact Sections 14.1, 14-21, 14-22, 14-22.5, 14-23, 14-27.1, 14-29, and to delete Sections 14-43 through 14-47 and 14-56 through 14-61; and

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, Louisiana, as follows:

SECTION 1. Section 14.1 of the Code of Ordinances of the City of Natchitoches is hereby amended and re-enacted to read as follows:

“Sec. 14.1. Definitions.

As used in this chapter, except as otherwise provided, the following terms shall have the meanings indicated in this section:

Bulky item shall mean any item not measuring in excess of either ninety-six (96) inches in length of one hundred (100) pounds in weight, including, but not limited to, refrigerators, stoves, washing machines, water tanks, chairs, couches, and other similar household items.

Bundles shall mean Items not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight and which are securely fastened together, including, but not limited to, brush, yard waste, and tree trimmings.

Construction and Demolition Waste shall mean solid waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Hazardous Waste, Municipal Solid Waste, Recyclable Materials or Bulky Items.

Container shall mean any receptacle, including, but not limited to, dumpsters, Roll-Offs and Roll-Outs, utilized by a Commercial or Residential Unit for collecting Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials. Containers are designed to hold between thirty (30) gallons and forty (40) cubic yards of Solid Waste.

Hazardous Waste shall mean waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Louisiana statute, rule, order or regulation.

Municipal Solid Waste shall mean solid waste resulting from or incidental to municipal, community, commercial, institutional, or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction and Demolition Waste or Hazardous Waste.

Neutral ground shall mean that area between the property line and the curb or ditch, as the case may be.

Occupant shall mean any person who lives in, resides in, conducts or operates a business in, or uses any building, house, structure, or grounds.

Owner shall mean and include the record owner or owners of any building, house, structure or grounds.

Recyclable Materials shall mean

a) newspapers, magazines, and catalogs and other paper items such as mail, paper bags or other paper; b) metal cans composed of tin, steel or aluminum (excluding scrap metal); c) plastic containers including all varieties of the types designated as #1, #2, #3, #4, #5 and #7; and d) corrugated boxes and cardboard.

Refuse shall mean all discarded and unwanted household and kitchen wastes, usually defined as “garbage” that constitutes Municipal Solid Waste.

Superintendent of streets or superintendent shall mean the Director of Public Works of the City of Natchitoches.

Unauthorized accumulation shall mean the accumulation, scattering, spilling or other handling of garbage, trash or other waste matter on premises or property in a manner and under condition contrary to and in violation of the provisions of this article.”

SECTION 2. Section 14.21 of the Code of Ordinances of the City of

Natchitoches is hereby amended and re-enacted to read as follows:

“Sec. 14-21. Collection by city only; exceptions.

(a) *Generally.* All Municipal Solid Waste accumulated in the city shall be collected, conveyed and disposed of by the city or a solid waste disposal contractor of the city under the supervision of the superintendent. No person shall collect, convey over any of the streets, alleys, or public rights-of-way of the city, or dispose of any garbage, refuse, or rubbish accumulated in the city, except as provided in this section.

(b) *Exception for actual producers.* This section shall not prohibit the actual producers of garbage, refuse or rubbish, or the owners of premises upon which garbage, refuse or rubbish has accumulated from personally collecting, conveying and disposing of such garbage, refuse or rubbish, provided such producers or owners dispose of such materials at public dumps provided by the city for such purposes and otherwise comply with the provisions of this chapter and with any other governing law, ordinances, or applicable regulations.

(c) *Exception for outside collectors.* This section shall not prohibit collectors of garbage, refuse or rubbish from outside of the city from hauling such refuse over city streets to public dumps, provided such collectors comply with the

provisions of this chapter and with any other governing law, ordinances or applicable regulations.

(d) *Collection and disposal by producers, owners of premises, collectors from outside city.* Actual producers of garbage, refuse or rubbish material or the owners of premises upon which such material is accumulated who desire personally to collect and dispose of such material, as well as those collectors of such material from outside the city, shall comply with the provisions hereof.”

SECTION 3. Section 14.22 of the Code of Ordinances of the City of

Natchitoches is hereby amended and re-enacted to read as follows:

“Sec. 14-22. Department of public works' powers and duties.

The department of public works or a solid waste disposer under contract with the city is hereby authorized and directed to collect and dispose of all garbage and trash, or other waste matter, as defined in section 14-1 as is placed in the type of container, and in the manner and at the place specified in sections 14-23 and 14-25, and such department of streets is hereby expressly prohibited from collecting any such garbage or trash or other waste matter, other than that which is put out for collection in compliance with such sections.”

SECTION 4. Section 14.22.5 of the Code of Ordinances of the City of

Natchitoches is hereby amended and re-enacted to read as follows:

“Sec. 14-22.5. Collectors contracting with city, requirements.

In all contracts executed by the city with third persons for the collection and disposal of residential and/or commercial solid waste and garbage, the following minimum requirements shall be observed:

(1) All contractors shall be required to provide liability insurance in such amount and containing such coverage as the city may require, taking into consideration the scope and extent of the contract, the number of customers, the amount and type of equipment that will be used by the contractor, and the number of employees employed by the contractor; however, in no event shall the liability insurance be less than one million dollars (\$1,000,000.00).

(2) The contractor shall comply with all federal rules, regulations, and requirements, including, without limitation, all rules, regulations, and requirements set forth by the Environmental Protection Agency in connection with the hauling and disposal of solid waste.

(3) The contractor shall also comply with all local and state rules, regulations, and requirements, including, without limitation, all rules, regulations, and requirements set forth by the department of transportation and development and the department of environmental quality.

(4) The contractor shall also comply with all federal, state, and local rules, as they now exist, or as may hereinafter be enacted or amended, in connection with the disposal of the solid waste.

Any disposal site used by the contractor must be approved as a certified landfill or disposal site by the governing state or federal agency or agencies.”

SECTION 5. Section 14.23 of the Code of Ordinances of the City of

Natchitoches is hereby amended and re-enacted to read as follows:

“Sec. 14-23. Garbage containers--Requirements.

(a) Every owner and occupant of any building, house, structure or grounds within the corporate limits of the city, where refuse or recyclable materials, as defined in section 14-1, accumulates, may have such garbage collected and disposed of by the department of streets only if such garbage is:

(1) Placed in a container therefore of not less than five (5) nor more than thirty-three (33) gallon capacity, constructed of some substantial metal or plastic material, with a tight-fitting lid or cover which will exclude rain or flies, and with handles sufficiently strong for workmen to empty conveniently. No container, with contents, shall weigh more than seventy-five (75) pounds. The can or container shall be maintained in as sanitary condition as possible, in view of the use to which the same is put, and shall be thoroughly cleansed as needed by washing, scalding or otherwise.

(2) The lids or covers of all cans or containers shall, at all times, be kept secure and fastened so that flies and other insects as well as dogs and scavengers may not have access to the contents thereof.

(3) The container(s) provided by the city or the garbage collection contractor for the collection and disposal of recyclable materials should only be used for those recyclable materials specified in Section 14.1. Refuse (garbage) should not be placed in the container provided for recyclable materials. If such refuse is placed in the recycling container, the container will be tagged and will not be collected.

(b) The placing of such garbage for collection in any container, manner, or place other than as specified in the above paragraph is prohibited and such is hereby made a violation of this chapter.”

SECTION 6. Section 14.27.1 of the Code of Ordinances of the City of

Natchitoches is hereby amended and re-enacted to read as follows:

“Sec. 14-27.1. Removal of building or repair debris or other large material by city; collection charge.

If any owner or customer desires the city to remove any of the items described in section 14-26 or section 14-27, or any other items of garbage, trash or refuse exceeding the allowable weight, length or bulk as provided for in this chapter, he may contract with the company providing garbage collection services to the city of Natchitoches for removal of same, provided he call the department of public works and inform the receptionist of the nature and location of the load and the name of the customer. Whereupon, the city shall contact the company providing garbage collection services to the city of Natchitoches. Any fee shall be negotiated between the owner or customer and the company providing garbage collection services to the City of Natchitoches.”

SECTION 7. Section 14.29 of the Code of Ordinances of the City of

Natchitoches is hereby amended and re-enacted to read as follows:

“Sec. 14-29. Collection charges--Levied.

There is hereby levied a service charge to defray the expenses of the collection and disposal of garbage, trash and other refuse, and the expense of the maintenance of the general cleanliness and sanitation of the city, to be assessed and collected monthly as follows:

(1) Residential. Upon each proprietor of a residence; each separate living unit, apartment and trailer home or manufactured housing unit to be considered to be a separate residence, twenty-one and 21/100 (\$21.21) dollars.

(2) Apartment houses. Upon each proprietor of an apartment house (for the purpose of this section the word "apartment" to be considered to mean a living or residential unity containing usual ordinary kitchen facilities) per apartment, twenty-one and 21/100 (\$21.21) dollars.

(3) Commercial. Upon each proprietor of any hotel, restaurant, office, business or professional house, either retail or wholesale, or any other business or institution, or any commercial enterprise of any nature or kind, a minimum monthly charge of thirty-Eight and no/100 (\$38.00) dollars.

a. Additional charges for the collection and disposal of garbage and other refuse, shall be based upon the average amount of garbage and other refuse collected, average time expended for loading same and the frequency of pickups. These additional fees or rates shall be fixed by the public works director subject to the right of appeal to the mayor and city council.

b. The public works director shall maintain in his office, for inspection, a complete list of all commercial customers, together with their fixed rates.

(4) The Finance Director shall maintain in his office, for public inspection, a copy of the executed Waste Disposal Contract, as well as all calculations made in accordance with Sections 2.11.2 and 2.11.3 of the Waste Disposal Contract that result in increases or decreases in the above set monthly rates as well as all calculations made in accordance with Section 11 of the Waste Disposal Contract.”

SECTION 8. Sections 14.43 through 14.47 of the Code of Ordinances of the City of Natchitoches are hereby deleted and removed from the Code of Ordinances.

SECTION 9. Sections 14.56 through 14.61 of the Code of Ordinances of the City of Natchitoches are hereby deleted and removed from the Code of Ordinances.

SECTION 10. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 11. If any portion of this Ordinance is declared to be invalid or unconstitutional in any manner, the invalidity shall be limited to that particular section or provision, and shall not affect the remaining portions of the ordinance, which shall remain valid and enforceable, it being the intention of the City Council that each separate provision shall be deemed independent of all other provisions herein.

SECTION 12. This Ordinance shall go into effect upon publication and in accordance with law.

THIS ORDINANCE was introduced on November 25, 2013.

The following Ordinance was introduced by Mr. Stamey at the Natchitoches City Council meeting held on November 25, 2013 as follows:

ORDINANCE NO. 056 OF 2013

AN ORDINANCE RELEASING AND WAIVING A RESOLUTORY CONDITION ON A TRACT OF LAND BEING CONVEYED BY ARK-LA-TEX INVESTMENT AND DEVELOPMENT CORPORATION TO THE NATCHITOCHE PARISH COMMUNICATIONS DISTRICT, AND AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF NATCHITOCHE TO EXECUTE THE DEED OR OTHER INSTRUMENT CONVEYING TITLE OF THE PROPERTY TO ACKNOWLEDGE AND CONFIRM THE TRANSFER OF TITLE, PROVIDING FOR A PUBLIC HEARING, PROVIDING FOR AN EFFECTIVE DATE OF THE ORDINANCE, AND PROVIDING FOR ADVERTISING

WHEREAS, the City of Natchitoches, Louisiana, (hereinafter "City") conveyed a 13.9 acre tract of ground in the Industrial Park to ARK-LA-TEX Investment and Development Corporation (hereinafter "ARK-LA-TEX") by deed recorded May 16, 2003 at Conveyance Book 572, page 17, (sometimes hereinafter "Deed") said tract being more fully described as follows, to-wit:

THAT CERTAIN TRACT OF LAND, together with all buildings and improvements located thereon situated in Sections 72, 73, and 74, Township 9 North, Range 7 West, located in the Industrial Park to the City of Natchitoches, and being more particularly described and shown on a survey by Meyer, Meyer, LaCroix and Hixon, Inc., dated November 27, 2002, and shown thereon as follows:

A tract of land containing 13.90 acres situated on the East side of Alliance Road and further described as follows:

Commence at a concrete post situated at the Northeast intersection of Alliance Road and Louisiana Highway No. 1 in the City of Natchitoches and run thence North 02 degrees 35 minutes 38 seconds East along the eastern edge of Alliance Road a distance of 600 feet to a point; thence continue along the easterly right of way of Alliance Road North 02 degrees 35 minutes 00 seconds East a distance of 184.25 feet to the Point of Beginning; thence run South 87 degrees 25 minutes 00 seconds East a distance of 636.67 feet to a point; thence run South 02 degrees 35 minutes 00 seconds West a distance of 215.25 feet to a point; thence run South 87 degrees 25 minutes 00 seconds East a distance of 437.50 feet to a point; thence run North 02 degrees 35 minutes 00 seconds East a distance of 389.00 feet to a point; thence run North 32 degrees 29 minutes 50 seconds West a distance of 695.78 feet to a point situated on the southeasterly right of way of Alliance Road; thence run South 57 degrees 30 minutes 10 seconds West along the southerly right of way of Alliance Road a distance of 524.98 feet to a point; thence run on an arc according to the metes census as set forth on the survey and a southwesterly direction along the right of way of Alliance Road (having an arc of 553.34 feet to the Point of Beginning, containing 13.90 acres);

And

WHEREAS FURTHER, the consideration for the transfer is set forth in the Deed as well as a Cooperative Endeavor Agreement by and between the City of Natchitoches, Louisiana and ARK-LA-TEX Investment and Development Corporation, recorded at Conveyance Book 572, page 1, (sometimes hereinafter "CEA") and included the commitment by ARK-LA-TEX to construct two incubator facilities consisting of approximately 10,000 square feet each on the above described property not later than December 1, 2006; and

WHEREAS FURTHER, the Deed further provided that if ARK-LA-TEX did not construct the incubator facilities by December 1, 2006 the Deed would be revoked and that the property would returned to the City and become the property of the City; and

WHEREAS FURTHER, ARK-LA-TEX has kept the City advised of its efforts to obtain funding for the construction of the incubator facilities, and the City takes cognizance of the unforeseen difficulties and delays experienced by ARK-LA-TEX; and

WHEREAS FURTHER, ARK-LA-TEX has agreed to convey a portion of the above described tract to the Natchitoches Parish Communications District (sometimes hereinafter "District") which said tract is described as follows, to-wit:

That certain piece or portion of ground, together with all buildings and improvements thereon, and all rights, ways, privileges, servitudes, easements and appurtenances thereunto belonging or in anywise appertaining, situated in the City and Parish of Natchitoches, State of Louisiana, more fully described as follows:

Commencing at a ½" iron rod found for the northeast corner of Lot B-1 of a replat of Lots A & B of a resubdivision of Lots 1-10 of Natchitoches South Subdivision, Block B, being the point of beginning, run N 2 degrees 43 minutes 17 seconds E-215.34'; thence run N 87 degrees 25 minutes 11 seconds W-70.87', thence run N 2 degrees 35 minutes 00 seconds E-27.31'; thence run N 57 degrees 26 minutes 46 seconds E-65.00'; thence run S 87 degrees 25 minutes 25 seconds E-455.20'; thence run S 2 degrees 35 minutes 00 seconds E-280.05'; thence run N 87 degrees 25 minutes 25 seconds W-438.01', back to the point of beginning, containing 2.896 acres more or less.

Together with a right of way or right of passage from a public road to the above described tract. (Sometimes hereinafter "911 Tract");

and

WHEREAS FURTHER, the 911 Tract will be used for the construction of a facility that will be used by the District to enhance and improve the operation of the District and the construction will be a benefit to the welfare and safety of the citizens of the City of Natchitoches; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that the proposed transfer and construction of the facility on the 911 Tract will promote the health, welfare and well being of the citizens of the City of Natchitoches; and

WHEREAS FURTHER, the consideration set for in the Deed has the effect of a Resolatory Condition and in order to facilitate the conveyance of the 911 Tract to the

District, the City Council of the City of Natchitoches desires to release the 911 Tract from the effects of the Resolatory Condition and to further authorize the Mayor of the City of Natchitoches to intervene in the act of conveyance from ARK-LA-TEX to the District in order to acknowledge, confirm and ratify the transfer of title to the 911 Tract; and

WHEREAS FURTHER, the City Council of the City of Natchitoches desires to limit the authority granted the Mayor to execute any such document on behalf of the City of Natchitoches to 90 days from the date of the final approval of this Ordinance; and

WHEREAS FURTHER, the City Council of the City of Natchitoches does further instruct and direct the Mayor of the City of Natchitoches to contact ARK-LA-TEX for the purpose of determining the status of the construction of the incubator facilities and if necessary to negotiate some substitute consideration for the Deed which transferred the 13.9 acre tract; and

NOW THEREFORE BE IT ORDAINED as follows, to-wit:

Section A. BE IT ORDAINED by the City Council of the City of Natchitoches in legal session convened, that the Resolatory Condition described above be released and waived in part for the purpose of allowing the transfer from ARK-LA-TEX to the District the following described property, to-wit:

That certain piece or portion of ground, together with all buildings and improvements thereon, and all rights, ways, privileges, servitudes, easements and appurtenances thereunto belonging or in anywise appertaining, situated in the City and Parish of Natchitoches, State of Louisiana, more fully described as follows:

Commencing at a ½" iron rod found for the northeast corner of Lot B-1 of a replat of Lots A & B of a resubdivision of Lots 1-10 of Natchitoches South Subdivision, Block B, being the point of beginning, run N 2 degrees 43 minutes 17 seconds E-215.34'; thence run N 87 degrees 25 minutes 11 seconds W-70.87', thence run N 2 degrees 35 minutes 00 seconds E-27.31'; thence run N 57 degrees 26 minutes 46 seconds E-65.00'; thence run S 87 degrees 25 minutes 25 seconds E-455.20'; thence run S 2 degrees 35 minutes 00 seconds E-280.05'; thence run N 87 degrees 25 minutes 25 seconds W-438.01', back to the point of beginning, containing 2.896 acres more or less.

Together with a right of way or right of passage from a public road to the above described tract.

Section B. BE IT FURTHER ORDAINED that the release of the Resolatory Condition is released and waived only as to the above described 2.896 acre tract and associated right of way and only if the above described 2.896 acre tract and associated right of way are conveyed to the District for the construction of a 911 facility thereon.

Section C. BE IT FURTHER ORDAINED that the Mayor of the City of Natchitoches is hereby authorized, empowered and instructed to intervene in that Deed or other instrument transferring title from ARK-LA-TEX to the District for the purpose of waiving and releasing the Resolatory Condition as to the 911 Tract and further acknowledging, confirming and ratifying the transfer of title to the District.

Section D. BE IT FURTHER ORDAINED that the above authority granted to the Mayor shall be for a period of 90 days from the date that this Ordinance becomes final,

and if the contemplated transaction does not occur within 90 days from the date that this Ordinance become final, then in that event, further action of the City Council shall be required.

Section E. BE IT FURTHER ORDAINED that this Ordinance shall go into effect upon publication as provided by law.

This Ordinance was introduced at a regular meeting of the City Council on the 25th day of November, 2013.

Mr. Willis Carter stated on behalf of the Communications District we are excited about this waiver so we can move forward to complete the 911 Center and have it as a permanent location.

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

RESOLUTION NO. 093 OF 2013

**RESOLUTION OF SUPPORT FOR GRANT APPLICATION SUBMITTED TO
THE LOUISIANA OFFICE OF COMMUNITY DEVELOPMENT, LOCAL
GOVERNMENT ASSISTANCE PROGRAM**

WHEREAS, the Local Government Assistance Program (LGAP) assists units of local government with funding for needed infrastructure and long-term capital improvements; and

WHEREAS, eligible activities funded through the LGAP Program include fire protection and renovations to essential government buildings; and

WHEREAS, the Natchitoches Fire Department is in critical need of life-saving equipment.

NOW, THEREFORE, BE IT RESOLVED, that the City of Natchitoches offers its full support of a grant application submitted by the Natchitoches Fire Department to the Louisiana Office of Community Development, Local Government Assistance Program.

BE IT FURTHER RESOLVED, that Mayor Lee Posey is hereby authorized to sign the grant application on behalf of the City of Natchitoches.

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

AYES:	Payne, Nielsen, Mims, Stamey, Vallien
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 25th day of November, 2013.



LEE POSEY, MAYOR

**OFFICE OF COMMUNITY DEVELOPMENT
LOCAL GOVERNMENT ASSISTANCE PROGRAM**

Grant Application Package

FISCAL YEAR 2013 -2014



**Division of Administration
Office of Community Development
P.O. Box 94095
Baton Rouge, LA 70804-9095
Tel: (225)342-7412
Fax: (225)342-1947
Website: www.doa.la.gov/cdbg/lgap.htm**

FY 2013-2014
LOCAL GOVERNMENT ASSISTANCE PROGRAM

PURPOSE

The purpose of the Local Government Assistance Program (LGAP) is to assist units of local governments with funding for needed infrastructure and long-term capital improvements in rural areas. Other federal funds are available through USDA, CDBG, and EPA (Revolving Loan Funds) programs to also assist rural communities in these efforts. LGAP's purpose is to fill the gaps where there are no federal funds available to assist a unit of local government with an identified high priority need. Priority will be given to those projects which identify and resolve basic human health and safety needs.

ELIGIBILITY AND MAXIMUM GRANT AMOUNTS

All municipalities and parishes in Louisiana are eligible to participate in the LGAP program with the exception of the following HUD entitlement cities: Alexandria, Baton Rouge, Bossier City, Kenner, Lafayette, Lake Charles, Monroe, New Orleans, and Shreveport.

Maximum grant ceiling amounts are based on the following population ranges.

Villages (1-999) are eligible to apply for up to \$25,000.

Towns (1,000-4,999) are eligible to apply for up to \$35,000.

Cities (5,000-35,000) are eligible to apply for up to \$50,000.

Parishes are eligible to apply for up to \$100,000. (If a parish's incorporated communities' combined maximum ceiling amounts are less than the allocation for the entire parish area, the parish can then apply for more than \$100,000.)

Parishes may apply for projects that serve a parish-wide area or an unincorporated area of the parish.

APPLICATION DUE DATE

The deadline for submittal of applications for the FY 2013-2014 allocation is December 13, 2013. If hand delivered, the application must be received by the Office of Community Development by 4:30 pm on December 13, 2013. If mailed, the postmark must be stamped no later than December 13, 2013. Any application not meeting the deadline requirements will not be rated, unless there is a balance remaining in that parish's allocation after awards are made.

ELIGIBLE ACTIVITIES

Fire protection, sewer, water, renovations to essential governmental buildings, police protection, land acquisition, demolition, equipment, roads, drainage, and reasonable engineering costs (10% of grant award if associated with construction) are eligible for assistance under this program. In some cases an exception may be made to the above list. In those instances, an overwhelming case must be made for the need of the project and documentation must be included which supports that the project will alleviate the identified health, safety, or quality of life concerns of the citizens within that local government.

INELIGIBLE ACTIVITIES

Previously incurred debt, improvements to private property, on-going salaries, overtime for government employees, administration, engineering-only or planning-only projects, and **costs associated with recreational activities** are not eligible activities under this program.

EVALUATION PROCESS

The evaluation process involves several steps, including a staff review and rating. Rating will be based on the following criteria. For fire protection projects, question number 3 will be used for rating instead of question number 2.

1. Does the proposed project serve the maximum percentage of citizens in the jurisdiction?
2. Does the proposed project improve the health, safety, living conditions, and quality of life of the community?
3. In cases involving fire protection, will the proposed project improve the fire rating of the community?
4. Does the proposed project improve the economic conditions of the area?
5. Is the project cost reasonable/effective?
6. Will LGAP funds be used to match other local, state or federal funds?

The Office of Community Development will evaluate each application to determine its rating and award amount.

APPLICATION PROCEDURES

Complete all of the application forms included herein. An original and one copy of the application must be submitted to the Office of Community Development. If the project involves technical or engineering questions, you may need to consult a qualified expert for design descriptions or budget estimates. A resolution of support from the governmental body must be attached to the application. In addition, the application must include a letter of support from the

state senator and state representative who represents the district in which the project is located. Applications will not be accepted without both the legislative letters of support and the local government resolution of support.

LGAP will NOT provide administration funds to administer the project nor fees for completing the application package. In addition, LGAP will NOT pay for previously incurred debt. Should your project be funded, requests for payments, accompanied by invoices, will be sent to the Office of Community Development. Under no circumstances will the state reimburse costs for invoices dated prior to an executed contract with the unit of local government.

EMERGENCY SET-ASIDE

\$600,000 dollars has been set-aside for projects determined to be of an emergency nature which affect the health and safety of residents of an area. The ceiling amount for an individual emergency grant is \$250,000. A unit of local government may receive an emergency grant only once during the fiscal year under this category. The emergency situation must have occurred within 3 months of application submission. Applications will be accepted on a continuous basis. Local governments interested in applying for these funds should first contact the Office of Community Development to discuss the proposed project. If it is determined by the Office of Community Development that the proposed project meets the intent of the program, the local government will be invited to submit an application.

****Please be aware that if a local government currently has two open grant contracts with our office, it will not be awarded another until one of the others is closed.**

THE FOLLOWING FORMS MUST BE SUBMITTED TO THE

OFFICE OF COMMUNITY DEVELOPMENT

LGAP Program

Post Office Box 94095

Baton Rouge, LA 70804-9095

- 1) Cover page
- 2) Classification page
- 3) Project description
- 4) Proposed budget summary and instructions
- 5) Local government assurances
- 6) Resolution of support from governmental agency/governing body
- 7) Support letter from state senator and state representative

**LOCAL GOVERNMENT ASSISTANCE PROGRAM
2013 - 2014 GRANT APPLICATION**

COVER PAGE

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

GOVERNMENTAL FISCAL AGENCY: (Name of Municipality or Parish)

City of Natchitoches

ADDRESS OF LOCAL GOVERNMENT: P.O. Box 37
Natchitoches, LA 71457

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

578 Second Street
Natchitoches, LA 71457-4646

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

Lee Posey, Mayor

CONTACT PERSON (if different from the head of government)

Crit R. Miller, Fire Chief

PHONE: 318-357-3860 FAX: 318-357-3868

EMAIL ADDRESS: cmiller@natchitochesla.gov

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

Michael S. Sesvold, Training/Safety Officer

AMOUNT REQUESTED: \$ 50,000

FEDERAL TAX IDENTIFICATION NUMBER: 72-6000931

CLASSIFICATION PAGE

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

NAME OF PARISH: Natchitoches

NAME OF MUNICIPALITY: City of Natchitoches

POPULATION: Please check the appropriate category based on 2010 Census figures.

- Village (1 - 999 citizens) _____ population
- Town (1,000 - 4,999 citizens) _____ population
- City (5,000 - 35,000 citizens) 18,811 population
- Parish _____ population

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

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

IS THE BUILDING PUBLICLY OWNED? Yes No

IF THIS PROJECT INVOLVES FIRE PROTECTION, ESTIMATE THE CHANGE IN FIRE RATING:
Current PPC2 Future PPC2

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

State Senator: Gerald Long

State Representative: Kenny Cox

PROJECT DESCRIPTION

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

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

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

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

The purpose of the project is to upgrade and acquire essential and critical equipment used in the fire and rescue service for the purpose of saving lives and property.

2. DETAILED DESCRIPTION OF PROJECT. (Specify what the funds will be used for) 1) Itemize any equipment to be purchased. 2) If sewer/water lines or streets, how many feet, miles, or blocks? 3) If constructing a building, how many square feet, type of structure, etc. 4) If renovating a building, please specify: interior/exterior, roofing, plumbing, electrical, ADA handicapped access / fire code requirements, et cetera.

The grant funds will be used to purchase a needed Rescue Utility Vehicle and needed fire protection equipment for the purpose of fire suppression. Considering our department responds to rescue operations anywhere in Natchitoches Parish, our equipment must be upgraded but, we have limited funds. A Rescue Utility Vehicle would help us serve the citizens and visitors in City of Natchitoches during our average 17 festivals per year. Collectively these festivals draw close to an additional 200,000 people to the area throughout the year. During these festivals we face large areas inaccessible by normal Fire/Rescue Apparatus, this unit would allow us to otherwise provide rapid and easy access to someone in time of need. As well as festivals within the city this unit would be a resource to surrounding agencies in the event of a rescue or recovery operations in areas inaccessible by vehicle. Natchitoches Parish, land wise, largely occupies Kisatchie National forest wild lands. This area constantly demands the response to hunting and ATV accidents, and missing or lost persons. The rigorous terrain makes it near impossible to access by traditional means. The needed fire equipment will improve our fire suppression efforts by providing our firefighters with the latest technology in fire nozzles. These nozzles have been proven more effective than older nozzles as they can provide more water to the firefighter at

lower pressures. The extra water ensures the firefighter has adequate water to combat the fire in the most critical of times as the lower pressure reduces fatigue on the firefighters and allows the fire apparatus to operate at lower RPMs thus saving on wear and tear to the pump and apparatus. Our department supports and has members involved with Region 6 Urban Search and Rescue Team, as well as supports the Natchitoches Parish Sheriff's Office Rescue Team, and constantly participating in special rescue training and incidents with our Special Operations Division. The area of concentration for this project is to acquire a Rescue Utility Vehicle, and upgrade critical fire hoses and nozzles.

The following is the itemized list of requested equipment:

- Rescue Utility Vehicle Package \$30,000
- Fire Firefighting Hose and Nozzles \$20,000

Total Request \$50,000

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

This project will have a tremendous effect on the rescue operations our department provides to the citizens and visitors to our city and parish and the wellness and safety of our firefighters. This project will impact the community by allowing our firefighters to access; provide patient care, rescue, and recover victims during incidents ranging from minute medical emergencies to major trauma situations, regardless of the terrain. With the upgraded fire equipment we will be more efficient in fire suppression in efforts to reduce property loss and save lives. This project will benefit the citizens of Natchitoches Parish as well as the estimated 200,000+ people who chose to visit our great community. With more efficient firefighting equipment we could presumably extinguish fires more rapidly reducing harmful toxins released to the environment.

Without the requested equipment we will be unable to perform some types of rescue. However, all the requested equipment is vital to our operations.



Instructions for Completing LGAP Proposed Budget Summary

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

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

Construction Contract

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

Supplies

Only project related materials will be reimbursed.

Permanent Property

Expenditures for acquiring fixed assets including land or existing buildings, improvements of ground, initial equipment, additional equipment, and replacement of equipment.

Other Items

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

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

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

PROPOSED BUDGET SUMMARY

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

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

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

Local Government Assurances

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

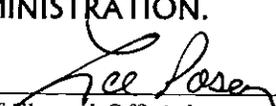
FISCAL ASSURANCES

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

PROGRAMMATIC ASSURANCES

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

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



Chief Elected Official

Mayor

Title

Lee Posey

Type Name Here



SENATE
STATE OF LOUISIANA

Gerald Long
State Senator
District 31
Post Office Box 151
Winnfield, LA 71483-7525
Email: longg@legis.la.gov

Winnfield District Office
9671 Highway 84
Winnfield, LA 71483-7525
(318) 628-5799
(800) 265-2437
Fax (318) 628-6120

December 3, 2013

Ms. Carol Newton
Office of Community Development
State of Louisiana
Post Office Box 94095
Baton Rouge, Louisiana 70804-9095

**Re: LGAP FY 2013-2014
City of Natchitoches / Fire Protection Equipment
\$50,000**

Dear Ms. Newton,

Please accept this letter as an indication of my support for the above-referenced project. I understand that the funds will be used to upgrade and acquire essential and critical equipment used in the fire and rescue service for the purpose of saving lives and property.

We have several rural entities applying for LGAP grants and I understand that awards will be on a need basis according to the guidelines of this program. Thank you for your time and efforts in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Gerald Long".

Gerald Long
State Senator

COMMITTEES:

Agriculture, Forestry, Aquaculture & Rural Development
Finance, *Interim Member*
Insurance
Natural Resources, *Chairman*
Retirement
Joint Legislative Committee on the Budget

LOUISIANA HOUSE OF REPRESENTATIVES

781 Highway 494
Natchitoches, Louisiana 71457
Email: coxk@legis.la.gov
Phone: 318.357.3206
Fax: 318.357.3208

Commerce
Health and Welfare
Labor and Industrial Relations
Special Committee on Military
and Veterans Affairs

(RET.) LT. COLONEL KENNY COX
State Representative ~ District 23

December 3, 2013

Ms. Kristy Nichols, Commissioner
Louisiana Division of Administration
Claiborne Building
1021 N. Third Street, Suite 7-210
Baton Rouge, Louisiana 70804

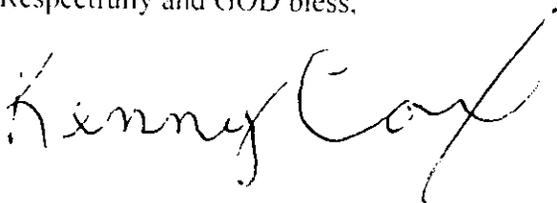
Re: Natchitoches Parish Local Government Assistance Program FY 2013-2014 to purchase a needed Rescue Utility Vehicle and Fire equipment for suppression of fires (50,000)

Greetings,

I hope all is well. After reviewing materials pertaining to the Natchitoches Parish Local Government Assistance Program FY 2013-2014 request for Rescue Utility Vehicle and Fire equipment for suppression of fires (50,000), please accept this notation as an indication of my support.

If you have any question or concerns please contact me directly at (318) 357 3206 or via email coxk@legis.la.gov.

Respectfully and GOD bless,



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

RESOLUTION NO 094 OF 2013

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER
INTO A CONTRACT WITH CUNNINGHAM AGENCY, INC.
FOR THE AIRPORT LIABILITY INSURANCE
FOR THE CITY OF NATCHITOCHE**

WHEREAS, the Insurance Committee has reviewed the proposals submitted for the Airport Liability Insurance for the City of Natchitoches and recommend the contract be awarded to Cunningham Agency, Inc. of Louisiana with an annual premium of **\$5,300.00** per year for 3 years for the period of January 10, 2014 through January 10, 2017.

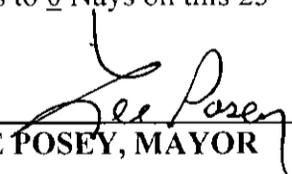
NOW, THEREFORE, BE IT RESOLVED that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for the execution of this contract.

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

AYES:	Payne, Nielsen, Mims, Stamey, Vallien
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 25th day of November, 2013.



LEE POSEY, MAYOR



ace group

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

You are notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury---in concurrence with the Secretary of State, and the Attorney General of the United States---to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

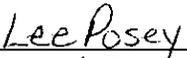
_____ I hereby elect to purchase terrorism coverage for a prospective premium of **\$530**

 I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.


Policyholder/Applicant's Signature

ACE PROPERTY AND CASUALTY INSURANCE COMPANY
Insurance Company

City of Natchitoches
Print Name


Date 11-26-13

1100 Poydras Street, Suite 2150, New Orleans, LA. 70163-1121

Tel (504) 310 - 3600

Fax (504) 310 - 3610



ace group

TO: - Bonnie Bryant
Arlington / Roe & Co., Inc., Louisville, KY

DATE: October 25, 2013

FAX: - 502-969-8047

FROM: Jerry Ruth

RISK ID: 16328

AIRPORT OWNERS AND OPERATORS LIABILITY QUOTATION
With
ACE PROPERTY AND CASUALTY INSURANCE COMPANY
(AA- S&P, A+ XV Best)

In accordance with your request, we are pleased to provide the following quotation:

Please read this quotation carefully, as the limits, coverage and other terms and conditions may vary significantly from those requested in your submission and/or from the expiring policy. Terms and conditions that are not specifically mentioned in this quotation are not included. The terms and conditions of this quotation supersede the submitted insurance specifications and all prior quotations and binders. Actual coverage will be provided by and in accordance with the policy as issued.

The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is reflected in the policy or in an agreement signed by someone authorized to bind the insurer.

This quotation has been constructed in reliance on the data provided in the submission. A material change or misrepresentation of that data voids this quotation.

***** **THREE YEAR FIXED PREMIUM POLICY OPTION** *****

We offer the option for a three year policy term with premium fixed at three times the annual terms shown in this quotation. Premium to be paid in three equal annual installments.

NAMED
INSURED: City of Natchitoches

NAMED P.O. Box 37
INSURED'S Natchitoches, Louisiana 71458
ADDRESS:

PERIOD: From: January 10, 2014 To: January 10, 2015
both days at 12.01a.m. Local Time at the address of the Named Insured.

INTEREST: The Insured's legal liability, to which this policy applies, arising out of the Insured's Airport operations at the following airport location(s):

FAA ID	State	Name
IER	LA	Natchitoches Regional Airport, Natchitoches, Louisiana

SUM INSURED: \$5,000,000 each occurrence/offense in respect of Bodily Injury, Personal and Advertising Injury and Property Damage combined, subject to the following limitations:

Products-Completed Operations Annual Aggregate Limit	\$5,000,000
Personal Injury and Advertising Injury Annual Aggregate limit	\$5,000,000
Malpractice Annual Aggregate Limit	\$5,000,000
Extended Coverage - War, Hi-jacking and Other Perils Annual Aggregate Limit.	\$5,000,000
Fire Damage Limit Any One Fire	\$100,000
Medical Expense Limit Any One Person	\$1,000
Hangarkeepers not "in flight" Limit Any One occurrence	\$1,500,000
Hangarkeepers not "in flight" Limit Any One Aircraft	\$250,000
Non-Owned Aircraft Liability	Not Insured

DEDUCTIBLE \$1,000 Hangarkeepers Liability Any One Aircraft
 \$1,000 Hangarkeepers Liability Any One Occurrence.

CONDITIONS: The Airport Owners and Operators General Liability Policy contains, inter alia, the following exclusion clauses:

War, Hi-Jacking and Other Perils Exclusion Clause
 Noise, Pollution and Other Perils Exclusion Clause

The policy is also subject to the following:

30 days notice of cancellation, non-renewal or reduction in coverage by Insurer, but
 10 days notice for non-payment of premium. This provision does not override the Automatic Termination review or cancellation provisions of endorsements AAP 203 or AAP 237.

The policy may be cancelled or nonrenewed subject to the terms of the following endorsement
 AAP LA1 (11/99) Louisiana Changes - Cancellation and Nonrenewal

Schedule of Policy Forms applicable to airports and locations in: LOUISIANA

Form Reference and Edition	Title
AAP 200 (07-10)	Airport Owners and Operators General Liability Policy - Jacket
AAP 201 (11-99)	Airport Owners and Operators General Liability Policy - Declarations
AAP 201S (11-99)	Airport Owners and Operators General Liability Policy - - Schedule of Endorsements
AAP 202 (11-99)	Airport Owners and Operators General Liability Policy - Policy Provisions
AAP 203 (02-08)	Extended Coverage - War, Hi-jacking and Other Perils Endorsement
AAP 204-LA (01-05)	Amendment of Noise and Pollution and Other Perils Exclusion
AAP 210 (11/99)	Amendment of Deductible Amounts and Conditions Endorsement
AAP 220 (11/99)	Immunity Waiver Endorsement
AAP 234 (11/99)	Airport Limited Enhanced Coverage Endorsement

AAP 236 (11-04)	Limited Additional Insured Designated Person or Organization Endorsement
	In favor of: Shell Aviation, dba Shell Oil Products Company U.S., LLC and
AAP 237 (11/99)	Nuclear Risks Exclusion Clause
AAP 242 (11/99)	Personal Injury Limitation Endorsement
AAP 248 (11/99)	Volunteers Endorsement
AAP 256 (11/99)	Date Recognition Exclusion Endorsement
AAP 255 (03-08)	Date Recognition Limited Coverage Endorsement
AAP 267-LA (01-05)	Fungi or Bacteria Exclusion - Louisiana
AAP 268-LA (01-05)	Asbestos or Asbestos-Containing Materials or Products Exclusion Endorsement-Louisiana
AAP 270 (02-08)	Amendment to Include Coverage for Certified Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism
TRIA 11b (01-08)	Disclosure Pursuant to Terrorism Risk Insurance Act
AAP 271 (01-05)	Definition of "Bodily Injury" Endorsement
AAP 273-LA (01-05)	Amendment of Noise and Pollution and Other Perils Exclusion Endorsement - Louisiana
AAP 275 (02-08)	Limited Terrorism Coverage Endorsement
AAP 277 (01-06)	Silica And Silica-Related Dust Exclusion
ALL-21101 (11-06)	Trade or Economic Sanctions Endorsement
AAP 306 (03-08)	Infringement of Copyright, Patent, Trademark or Trade Secret Endorsement
AAP 307 (03-08)	Amendment to Supplementary Payments (Court Cost) Endorsement
AAP LA2 (11/99)	Louisiana Changes

ANNUAL
 GL PREMIUM: \$5,300

ANNUAL TRIA
 PREMIUM: \$530

ANNUAL WAR
 PREMIUM: \$530 Reducing to \$133 if TRIA coverage also purchased

The War and TRIA coverages and premiums are quoted on an "if required" basis and may be rejected by the Insured

Please note that you do not have authority to bind the above insurance. Please contact us if you wish to bind this Insurance. We look forward to receiving your instructions and thank you for your inquiry

On behalf of ACE Property and Casualty Insurance Company

By _____
 Jerry Ruth
 Authorized Representative

CITY OF NATCHITOCHEES
 GENERAL FUND BUDGET REPORT
 AS OF OCTOBER 31, 2013

	CURRENT MONTH			YEAR TO DATE				
	TOTAL BUDGET 13/14FY	MONTHLY BUDGET *1	ACTUAL	(OVER) UNDER BUDGET	YTD ACTUAL	ENCUMBRANCES	UNREALIZED AVAILABLE BALANCE	PERCENT RECEIVED/ EXPENSED
REVENUE	14,310,659	1,192,555	1,045,565	(146,989.94)	4,767,722		9,542,937	33.32%
EXPENDITURES								
DEPARTMENT:								
CITY HALL / FINANCE	507,018	42,252	39,957	2,294.10	181,838	797	324,383	36.02%
COMMUNITY DEVELOPMENT	670,357	55,863	73,546	(17,682.84)	307,469	19,592	343,295	48.79%
PLANNING & ZONING	244,512	20,376	14,544	5,832.08	94,270	160	150,083	38.62%
FIRE DEPARTMENT	3,306,501	275,542	218,425	57,116.38	1,056,782	3,567	2,246,152	32.07%
POLICE DEPARTMENT	4,650,400	387,533	349,681	37,852.22	1,601,063	5,602	3,043,735	34.55%
ANIMAL SHELTER	172,430	14,369	11,700	2,669.32	55,325	2,046	115,058	33.27%
PURCHASING	259,219	21,602	40,374	(18,772.62)	137,126	524	121,569	53.10%
CITY GARAGE	253,954	21,163	20,246	916.39	84,299		169,655	33.19%
RECREATION *2	842,474	70,206	52,385	17,821.30	364,600	8,167	469,707	44.25%
PUBLIC WORKS	1,229,351	102,446	106,276	(3,830.12)	450,647	14,670	764,034	37.85%
INDIRECT EXPENSE	1,992,388	166,032	110,059	55,973.81	829,699	22,989	1,139,700	42.80%
PROGRAMMING & PROMOTIONS	182,055	15,171	15,406	(234.46)	46,666	2,444	132,945	26.98%
TOTAL GENERAL FUND	14,310,659	1,192,555	1,052,599	139,955.57	5,209,784	80,559	9,020,316	36.97%

FOOTNOTES:

*1 - 1/12th OF TOTAL BUDGET

*2 - SEASONAL ACTIVITY

% BUDGET YEAR ELAPSED 42%

% BUDGET EXPENDED 37%

**CITY OF NATCHITOCHEES
UTILITY (PROPRIETARY) FUND BUDGET REPORT
AS OF OCTOBER 31, 2013**

	CURRENT MONTH			YEAR TO DATE				
	TOTAL BUDGET 13/14 FY	MONTHLY BUDGET *1	ACTUAL	(OVER) UNDER BUDGET	YTD ACTUAL	ENCUM- BRANCES	UNREALIZED / AVAILABLE BALANCE	PERCENT RECEIVED/ EXPENSED
REVENUE	39,809,216	3,317,435	2,903,307	(414,127.70)	16,175,770		23,633,446	40.63%
EXPENDITURES								
DEPARTMENT:								
UTILITY ADMINISTRATION	410,830	34,236	20,363	13,872.72	99,942	3,896	306,992	25.28%
WATER	2,551,172	212,598	248,022	(35,423.92)	933,963	31,775	1,585,434	37.85%
SEWER	1,535,796	127,983	145,847	(17,864.28)	570,758	50,797	914,240	40.47%
ELECTRIC	25,750,788	2,145,899	2,043,588	102,311.40	8,443,695	28,890	17,278,203	32.90%
UTILITY BILLING	573,466	47,789	33,747	14,041.63	167,295	4,057	402,114	29.88%
INFORMATION TECH	329,625	27,469	57,354	(29,885)	120,175	13,438	196,012	40.53%
INDIRECT	8,657,539	721,462	642,732	78,729.46	3,919,725	79,698	4,658,117	46.20%
TOTAL UTILITY FUND	39,809,216	3,317,435	3,191,653	125,781.71	14,255,553	212,551	25,341,112	36.34%

FOOTNOTES:

*1 - 1/12th OF TOTAL BUDGET

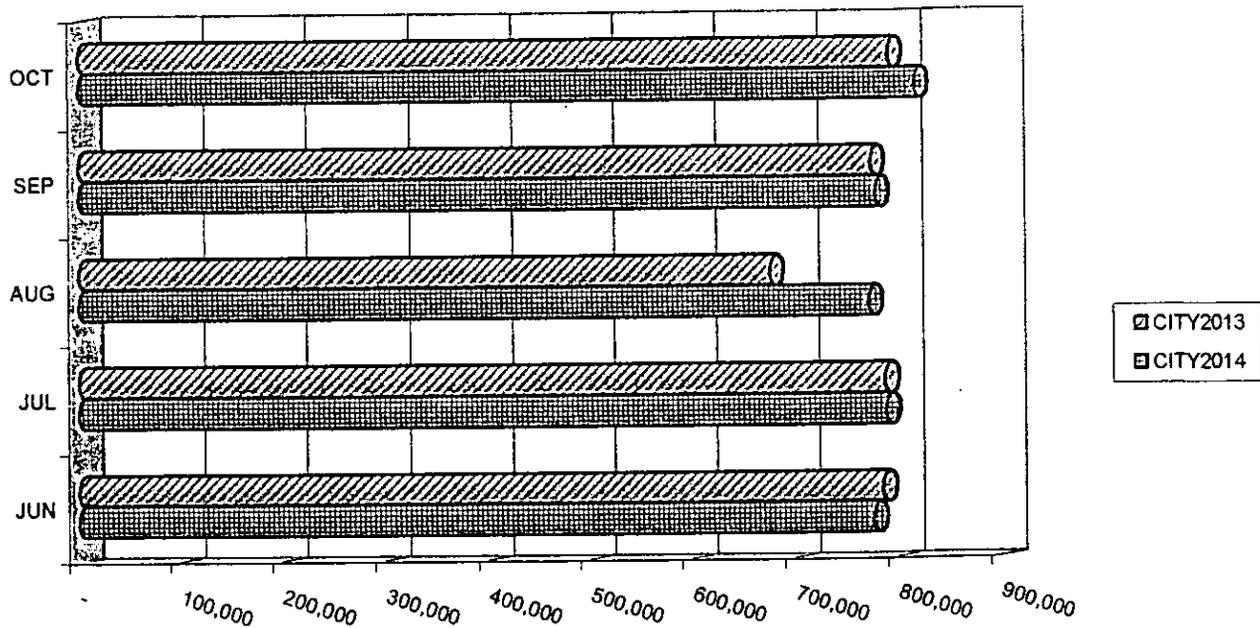
% BUDGET YEAR ELAPSED

42%

% BUDGET EXPENDED

36%

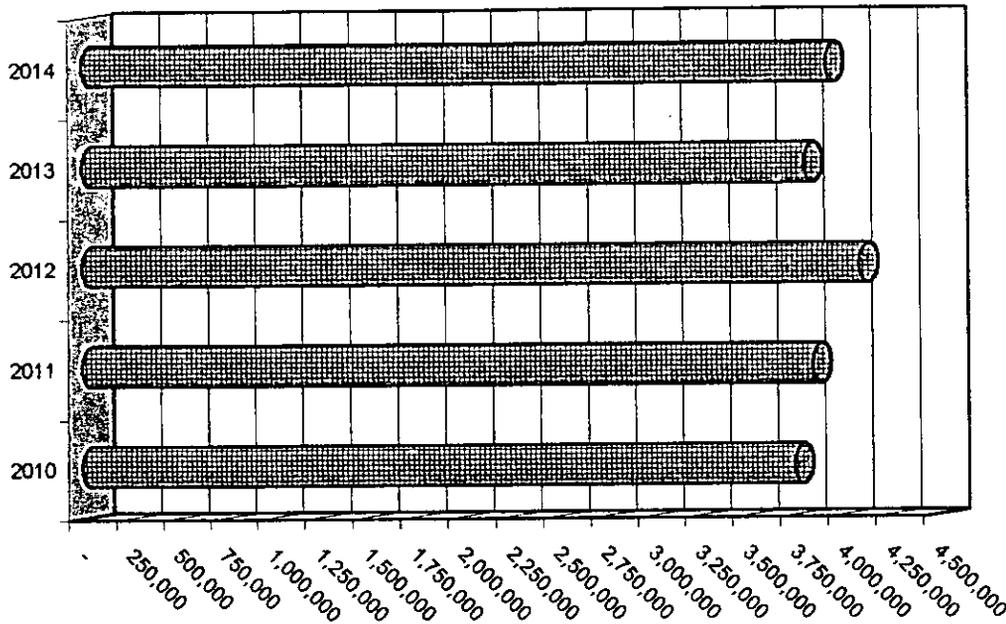
CITY OF NATCHITOCHEs FISCAL YEAR SALES TAX COLLECTIONS



REVENUE BY MONTHS

PERIOD	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	DIFF 13/14	DIFF %
JUN	754,700	745,293	778,326	784,706	775,673	(9,033)	-1.15%
JUL	805,871	833,927	925,940	787,124	788,242	1,118	0.14%
AUG	723,797	747,034	799,473	675,717	771,686	95,969	14.20%
SEP	741,017	739,153	788,812	773,754	778,205	4,451	0.58%
OCT	733,485	790,155	811,193	791,074	816,314	25,240	3.19%

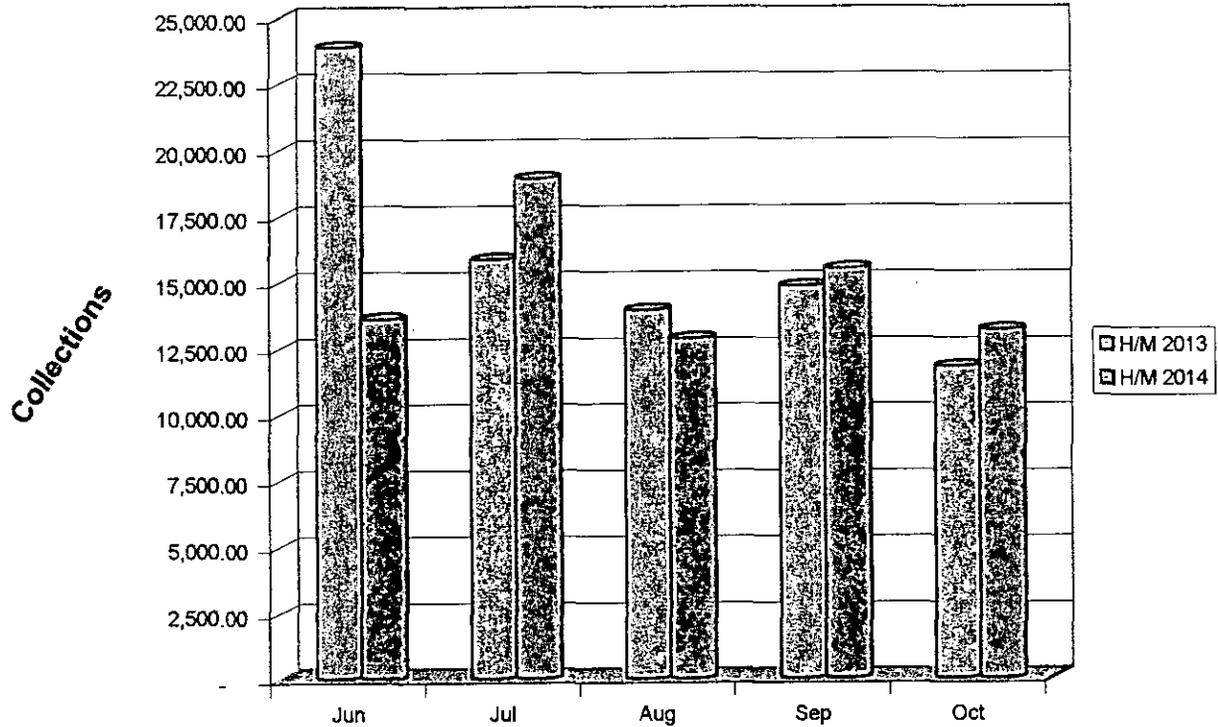
CITY OF NATCHITOCHEs FISCAL YEAR SALES TAX COLLECTIONS



REVENUE YEAR TO DATE

PERIOD	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	DIFF 13/14	DIFF %
JUN	754,700	745,293	778,326	784,706	775,673	(9,033)	-1.15%
JUL	1,560,571	1,579,220	1,704,266	1,571,830	1,563,915	(7,915)	-0.50%
AUG	2,284,368	2,326,254	2,503,739	2,247,547	2,335,601	88,054	3.92%
SEP	3,025,385	3,065,407	3,292,551	3,021,301	3,113,806	92,505	3.06%
OCT	3,758,870	3,855,562	4,103,744	3,812,375	3,930,120	117,745	3.09%

City of Natchitoches TIF 2%

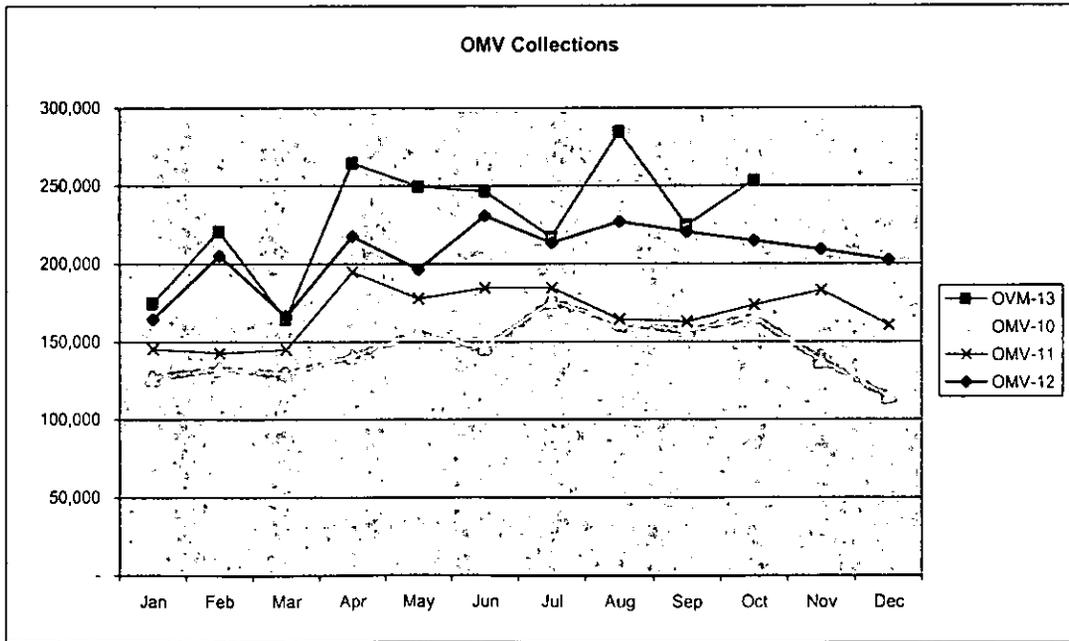


Period	2012	2013	2014	DIFF 13/14	% DIFF
Jun	0	23,874.50	13,597.75	(10,276.75)	-43.04%
Jul	0	15,844.98	18,905.43	3,060.45	19.31%
Aug	19,047.82	13,928.45	12,843.05	(1,085.40)	-7.79%
Sep	17,078.68	14,825.46	15,486.48	661.02	4.46%
Oct	17,253.08	11,785.44	13,163.32	1,377.88	11.69%

Natchitoches Tax Commission
LA Department of Motor Vehicles Sales

Month/ Year	2009	2010	2011	2012	2013	13 vs 12
Jan	126,616.65	145,283.06	168,051.63	164,467.36	174,514.52	6.11%
Feb	132,533.23	142,482.09	173,570.53	205,177.33	220,905.99	7.67%
Mar	129,201.16	144,772.00	157,817.67	166,324.69	164,353.86	-1.18%
Apr	140,633.11	194,621.00	239,582.86	217,732.82	264,608.75	21.53%
May	155,345.06	177,689.00	190,980.40	196,365.55	249,447.49	27.03%
Jun	146,560.54	184,623.00	192,184.32	230,945.64	246,712.96	6.83%
Jul	176,221.17	184,621.89	217,528.02	213,497.75	217,028.15	1.65%
Aug	162,474.98	164,616.09	177,404.48	227,231.78	284,804.63	25.34%
Sep	156,865.17	162,969.93	193,381.54	220,368.79	224,618.30	1.93%
Oct	166,099.20	173,620.93	179,172.54	214,695.08	253,263.37	17.96%
Nov	137,831.55	183,071.31	165,928.76	209,191.64	-	
Dec	114,885.57	160,468.75	186,507.49	202,412.94	-	

Totals **\$ 1,745,267.39** **\$ 2,018,839.05** **\$ 2,242,110.24** **\$ 2,468,411.37** **\$ 2,300,258.02**



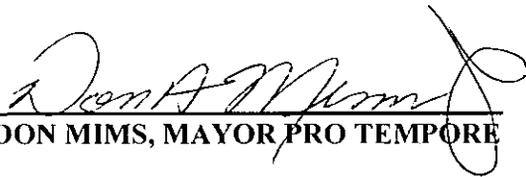
Mr. Pat Jones gave a financial report stating that sales tax collections for the month of October were up 3.19% and our year to date is at 3.09%. Our sales tax in the City of Natchitoches shows that our economy is still strong.

The Mayor stated the offices of the City of Natchitoches will be closed Thursday, November 28th and Friday, November 29th for the Thanksgiving Holidays. The next scheduled City Council Meeting will be December 9, 2013. This will be the last meeting for the year 2013.

With no further discussion, the Mayor made a motion for adjournment and all were in favor. The meeting was adjourned at 6:10 p.m.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE