

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**  
**MARCH 14, 2016**  
**5:30 P.M.**

**A G E N D A**

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF FEBRUARY 22, 2016**
5. **SPECIAL RECOGNITION:** Appreciation To Douglas Downs And His Bloodhound, Honey.
6. **PROCLAMATION:**  
**#013 Stamey** Resolution Declaring Friday, March 18, 2016 as Leaders Against Litter Day In The City of Natchitoches.
7. **ORDINANCES - FINAL:**  
**#008 Nielsen** Ordinance Approving The Purchase Of A 3,672 Square Foot Tract Of Ground In **Town South Subdivision From Amos Payton, Jr., Et Al**, For The Consideration Fifteen Thousand Dollars, And Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute A Cash Sale Deed For The Purchase Of The Tract And All Related Documents, To Provide For Advertising, And A Savings Clause.  
  
**#009 Mims** Ordinance Authorizing The Mayor Of The City To Enter Into An Intergovernmental Agreement With **Lasalle Corrections** To Provide Inmate Labor Services To The City For The Purpose Of Maintenance And Upkeep Of Public Street Rights Of Way And Other Public Property And Authorizing The Mayor To Sign The Contract On Behalf Of The City Of Natchitoches.  
  
**#010 Morrow** Ordinance Approving The Purchase Of Tract Of Lot 26 Of **Natchitoches Industrial Air Park** From C. Daniel Joseph Roque, Jr. For The Consideration Of Seventy Thousand Dollars, And Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute A Cash Sale Deed For The Purchase Of The Tract And All Related Documents, To Provide For Advertising, And A Savings Clause.

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

8. **ORDINANCES – INTRODUCTION:**

**#012 Nielsen** Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For The **Electrical Distribution Along Hwy 478 to I-49, Phase II (Bid No. 0574).**

**#013 Morrow** Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For The **Christmas Lighting Supplies (Bid No. 0578).**

9. **RESOLUTIONS:**

**#014 Payne** Resolution Authorizing The Mayor To Execute A **Certificate Of Substantial Completion** To The Contract Between The City Of Natchitoches And Diamond Enterprise, Inc. For the **Amulet Street Elevated Tank Rehabilitation Project (Bid No. 0551).**

**#015 Mims** Resolution Committing Funding For the **Highland Park Road Bridge**, Environmental, Planning And Construction FP&C **Project No. 50-MK9-15-01**

10. **ANNOUNCEMENTS:**

- The next scheduled City Council meeting will be **March 28, 2016.**
- The offices of the City of Natchitoches will be closed **Friday, March 25, 2016** for Good Friday.

11. **ADJOURNMENT:**

**NOTICE TO THE PUBLIC**

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary.  
If you wish to address the Council, please complete the "**Request to Address City Council**" form located on the entrance table.

**PROCEEDINGS OF THE CITY COUNCIL  
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,  
REGULAR MEETING HELD ON  
MONDAY, MARCH 14, 2016 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, March 14, 2016 at 5:30 p.m.

There were present:

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

Guests: None

Absent: None

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

Mayor Posey then called for the reading and approval of the minutes for the February 22, 2016 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Mr. Stamey the roll call vote was as follows:

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

Mayor Posey then recognized City of Natchitoches firefighter, Douglas Downs and his bloodhound "Honey" for his lifesaving efforts in rescuing Eli Alcock of Florien a couple of weeks ago after the toddler wandered away from a friend's home. Downs was honored by the City Council and given the "You Made A Difference Award" to recognize his efforts. Downs recapped the night of the event and while he thanked the Mayor and City Council for recognizing him, he stated all glory should be given to God. He stated there is no doubt without Him, giving Honey the ability she has, Eli would not have been otherwise that night.

Mr. Stamey thanked all City workers who had a hand in assisting with the floods last week.

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

**RESOLUTION NO. 013 OF 2016**

**PROCLAMATION DECLARING MARCH 18, 2016 LEADERS AGAINST LITTER DAY  
IN THE CITY OF NATCHITOCHES**

**WHEREAS**, the health, cleanliness, and beautification of our community and state greatly depend on the services of Keep Natchitoches Beautiful and Keep Louisiana Beautiful; and

**WHEREAS**, the support of an informed citizenry and strong community leaders from all walks of life is vital to the accomplishment of strong litter prevention, recycling, beautification and community enhancement programs; and

**WHEREAS**, the quality and effectiveness of litter prevention, recycling, beautification and community enhancement programs is vitally dependent upon the efforts and skills of Keep Natchitoches Beautiful, Keep Louisiana Beautiful, and team of dedicated political officials, the business community, school and church leaders, community and civic groups, and individual volunteers, all working together for a cleaner Louisiana.

**NOW, THEREFORE**, I, Lee Posey, Mayor of the City of Natchitoches and the Natchitoches City Council do hereby proclaim Friday, March 18, 2016 as:

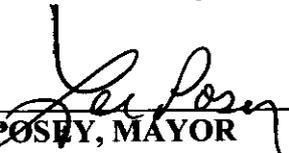
**LEADERS AGAINST LITTER DAY**

in the City of Natchitoches and call upon all citizens and local leaders to recognize the contributions which Keep Natchitoches Beautiful makes daily to the cleanliness and beautification of our community, and in doing so, for said citizens and local leaders to pledge their support to Keep Natchitoches Beautiful and to take a stand against litter.

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

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

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 14<sup>th</sup> day of March, 2016.

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

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

**ORDINANCE NUMBER 008 OF 2016**

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

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

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

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

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

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

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

(sometimes hereinafter referred to as "Subject Property")

**WHEREAS FURTHER**, has negotiated with Payton for the purchase of the Subject Property for the sum and price of \$15,000.00; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches has reviewed the proposed purchase and is of the opinion that the purchase is in the best interests of the City of Natchitoches and its citizens in order to provide an alternate route for emergency response vehicles to Town South Subdivision and Pierson Subdivision; and

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

**WHEREAS FURTHER**, the City Council of the City of Natchitoches desires to purchase the Subject Property from Payton for the sum of \$15,000.00; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches is of the opinion that it is in the interest of the City to purchase of the tract of land and desires to authorize Mayor Lee Posey, to execute a deed and all associated documents; and

**WHEREAS FURTHER**, the Mayor and City Council have studied the matter and have concluded that the acquisition of the tract of land described above would be in the best interest of the City, its citizens, and the general public; and

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

I. That Ordinance Number 061 of 2015 be recalled and set aside.

II. That the Honorable Mayor, Lee Posey, be and he is hereby authorized and empowered to execute a Cash Sale Deed on behalf of the City, all in accordance with the general terms and conditions set forth in this Ordinance. The said Mayor is hereby given full and complete authority to incorporate in said instrument such terms, conditions, and agreements as may be necessary to protect the interest of the City in substantial compliance with the general terms and conditions set forth in this Ordinance in order to acquire the property described as follows, to-wit:

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

III. That the Mayor be and he is hereby authorized to have all of the necessary legal documents and instruments prepared at once and that this transaction be closed as soon as this Ordinance is final.

IV. That if any part of this Ordinance is for any reason held to be unconstitutional or invalid, by a Court of competent Jurisdiction, such decision shall not effect the validity of the remaining portions of this Ordinance, and the invalidity shall be limited to that specific portion so declared to be invalid.

V. That this Ordinance shall go into effect immediately after publication according to law.

VI. That all Ordinances in conflict herewith are hereby repealed.

VII. That this Ordinance be advertised in accordance with law.

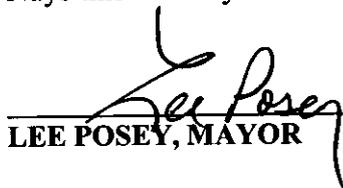
VIII. That this Ordinance be declared **INTRODUCED** at a Regular Meeting of the City Council on this the 22nd day of February, 2016, and that a public hearing be called for at the next regular meeting of the City Council which will be held on the 14th day of March, 2016.

**THIS ORDINANCE** was introduced on February 22, 2016 and published in the *Natchitoches Times* on February 27, 2016.

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

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

**THEREUPON**, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 14<sup>th</sup> day of March, 2016.

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

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

Delivered to the Mayor on the 15<sup>th</sup> day of March, 2016 at 10:00 A.M.

**CERTIFICATION ON BACK**

**CASH SALE DEED**

**STATE OF LOUISIANA**

**PARISH OF NATCHITOCHEES**

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

**AMOS PAYTON, JR.**, surviving spouse of the decedent, a resident of Natchitoches Parish, Louisiana, with mailing address of 102 Harry Drive, Natchitoches, Louisiana 71457;

**LLOYD HENRY PAYTON, SR.**, a single man, a resident of Natchitoches Parish, Louisiana, with mailing address of 102 Harry Drive, Natchitoches, Louisiana 71457;

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

**DAYMON LEROY PAYTON**, a married man whose wife's name is Peggy Payton, a resident of Natchitoches Parish, Louisiana, with mailing address of 415 Bonnette Street, Natchitoches, Louisiana 71457, dealing herein with his separate property;

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

**LAURA SUE PAYTON FOSTER**, a married woman whose husband's name is Robert Foster, a resident of Natchitoches Parish, Louisiana, with mailing address of 142 Kingston Drive, Natchitoches, Louisiana 71457, dealing herein with her separate and paraphernal separate property;

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

**CAROLYN DENISE PAYTON**, a single woman, a resident of Natchitoches Parish, Louisiana, with mailing address of 102 Harry Drive, Natchitoches, Louisiana 71457;

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

**MELISSA PAYTON ROBERSON**, a single woman, a resident of Natchitoches Parish, Louisiana, with mailing address of 102 Harry Drive, Natchitoches, Louisiana 71457;

**CARLA RENEÉ REMO**, a married woman whose husband's name is Russell Remo, a resident of Natchitoches Parish, Louisiana, with mailing address of 304 Cedar Grove Drive, Natchitoches, Louisiana 71457, dealing herein with her separate and paraphernal separate property;

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

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

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

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

(sometimes hereinafter collectively referred to as "**SELLERS**");

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

**CITY OF NATCHITOCHEs, LOUISIANA**, a municipal corporation, with mailing address of Post Office Box 37, Natchitoches, Louisiana, 71458-0037, represented herein by its Mayor, Lee Posey, duly authorized to act herein pursuant to Ordinance Number 061 of 2015;

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

the following described property, to-wit:

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

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

This sale is made for the consideration of the sum of Fifteen Thousand ~~Hundred~~ and 00/100 (\$15,000.00), the receipt of which is hereby acknowledged.

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

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

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

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

Purchaser also waives any right Purchaser may have in redhibition to a return of the purchase price or to a reduction of the purchase price paid pursuant to Louisiana Civil Code Articles 2520 to 2548, inclusive, in connection with the property hereby conveyed to Purchaser by Seller. By

Purchaser's signature, Purchaser expressly acknowledges all such waivers and Purchaser's exercise of Purchaser's right to waive warranty pursuant to Louisiana Civil Code Article 2520 and 2548, inclusive.

The certificate of mortgage is hereby waived by the parties.

**DONE AND PASSED** at my office in said City and Parish of Natchitoches, State of Louisiana, in the presence of the undersigned competent witnesses, on this the 20<sup>th</sup> day of

June, 2016.

**WITNESSES:**

Geneva B. Settle  
Geneva B. Settle

Rachel Cason  
Sarah I. O'Bannon Rachel Cason

Amos Payton Jr

**AMOS PAYTON, JR.**

Lloyd Henry Payton, Sr.  
**LLOYD HENRY PAYTON, SR.**

Lavern Payton  
**LAVERN PAYTON**

Raymon L. Payton  
**RAYMON LEROY PAYTON**

Dennis Ray Payton Sr.  
**DENNIS RAY PAYTON, SR.**

Laura Sue Payton Foster  
**LAURA SUE PAYTON FOSTER**

Carolyn Denise Payton  
**CAROLYN DENISE PAYTON**

Betty Margret Forest  
**BETTY MARGRET FOREST**

Melissa Payton Roberson  
**MELISSA PAYTON ROBERSON**

Carla Renee Payton Remo  
**CARLA RENEÉ REMO**

Amos Payton III  
**AMOS PAYTON, III**

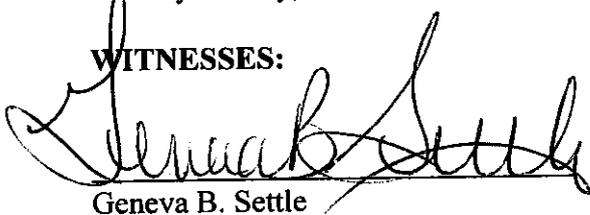
**CITY OF NATCHITOCHE**

By: Lee Posey  
**LEE POSEY, Mayor**

Daniel T. Murchison, Jr.  
**DANIEL T. MURCHISON, JR.**  
Bar Roll Number: 20307  
**NOTARY PUBLIC**

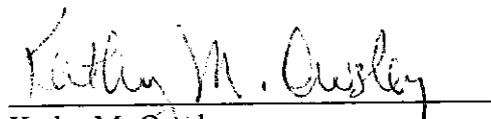
This Cash Sale Deed signed by **LLOYD HENRY PAYTON, SR.** who has declared or signified that he is able to see and read and knows how to sign his name but is unable to do so because of physical infirmity; and in our presence he has affixed, or caused to be affixed, his mark or name before me, the undersigned Notary Public and subscribing three witnesses on the 17<sup>th</sup> day of May, 2016, at Natchitoches, Louisiana.

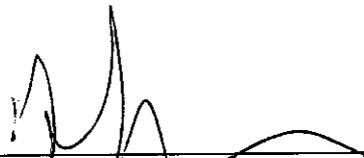
**WITNESSES:**

  
Geneva B. Settle

  
**LLOYD HENRY PAYTON, SR.**

  
Rachel Cason

  
Kathy M. Owsley

  
**DANIEL T. MURCHISON, JR.**  
Bar Roll Number: 20307  
**NOTARY PUBLIC**

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

**ORDINANCE NO. 009 OF 2016**

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

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

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

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

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

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

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

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

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

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

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

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

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

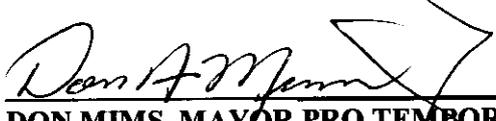
**THIS ORDINANCE** was introduced on February 22, 2016 and published in the *Natchitoches Times* on February 27, 2016.

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

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

**THEREUPON**, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 14<sup>th</sup> day of March, 2016.

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

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

Delivered to the Mayor on the 15<sup>th</sup> day of March, 2016 at 10:00 A.M.

#407010

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

<b>Agency Name: The City of Natchitoches</b>	<b>Agency Address: P.O. Box 37 Natchitoches, LA 71457</b>
<b>Agency Contact: Lee Posey, Mayor</b>	<b>Tax ID Number: 726000931 00</b>
<b>Beginning Date: November 1, 2015</b>	<b>Ending Date: October 31, 2018</b>

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

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

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

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

In the event of an emergency situation involving the security of the correctional facility, the Department of Public Safety and Corrections/Winn Correctional Center may immediately suspend the terms of this agreement during the existence of the emergency without prior

notice of the City of Natchitoches. The Mayor of the City of Natchitoches shall be informed of such suspension as soon as it is practicable.

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

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

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

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

illness of inmates while on work projects.

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

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

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

**SPECIAL CONDITIONS:**

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

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

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

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

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

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

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

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

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

Agency agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana,

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

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

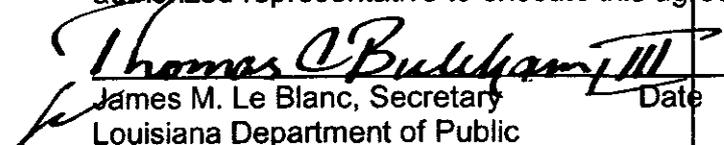
Any alterations, variations, modifications, waivers of provisions and amendments to this contract shall be valid only when they have been reduced to writing, duly signed by both parties and when required, approved by the Division of Administration and attached to the original of this contract.

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

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

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

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

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

*James K. Deville*

3-18, 2016

Keith Deville, Warden  
LaSalle Corrections/Winn Correctional Center  
Gum Springs Road  
Hwy 560  
Winnfield, LA 71483

Date

*Lee Posey*

3-15, 2016

Lee Posey, Mayor  
The City of Natchitoches

Date

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

**ORDINANCE NUMBER 010 OF 2016**

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

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

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

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

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

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

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

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

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

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

**WHEREAS FURTHER**, the City has reached an agreement with Roque to the purchase of the above described property for the sum and price of \$70,000.00; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches has reviewed the proposed purchase and is of the opinion that the purchase is in the best interests of the City in order to provide for the completion and future use and operation of the animal shelter, and is further of the opinion that the purchase is in the best interests of the City of Natchitoches and its citizens; and

**WHEREAS FURTHER**, the Mayor and City Council have studied the matter and

have concluded that it is in the best interest of the **CITY**, its citizens, and the general public to acquire the property; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches desires to purchase the Subject Tract from Roque for the sum of \$70,000.00; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches has been provided with a copy of an appraisal prepared by Ed Dranguet, dated December 21, 2015, which supports the consideration to be paid by the City of Natchitoches; and

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

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

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

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

**WHEREAS FURTHER**, the City Council of the City of Natchitoches is of the opinion that it is in the interest of the City to purchase of the Subject Tract and desires to authorize Mayor Lee Posey, to execute a deed and all associated documents; and

**WHEREAS FURTHER**, the Mayor and City Council have studied the matter and have concluded that the acquisition of the tract of land described above would be in the best interest of the City, its citizens, and the general public; and

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

I. That the Honorable Mayor, Lee Posey, be and he is hereby authorized and empowered to execute a Cash Sale Deed on behalf of the City, all in accordance with the general terms and conditions set forth in this Ordinance. The said Mayor is hereby given full and complete authority to incorporate in said instrument such terms, conditions, and agreements as may be necessary to protect the interest of the City in substantial compliance with the general terms and conditions set forth in this Ordinance in order to acquire the property described as follows, to-wit:

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

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

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

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

II. That the Mayor be and he is hereby authorized to have all of the necessary legal documents and instruments prepared at once and that this transaction be closed as soon as this Ordinance is final.

III. That if any part of this Ordinance is for any reason held to be unconstitutional or invalid, by a Court of competent Jurisdiction, such decision shall not effect the validity of the remaining portions of this Ordinance, and the invalidity shall be limited to that specific portion so declared to be invalid.

IV. That this Ordinance shall go into effect immediately after publication according to law.

VI. That all Ordinances in conflict herewith are hereby repealed.

VII. That this Ordinance be advertised in accordance with law.

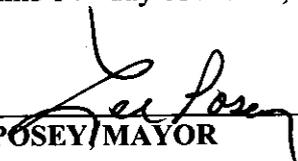
VIII. That this Ordinance be declared **INTRODUCED** at a Regular Meeting of the City Council on this the 22<sup>nd</sup> day of February, 2016, and that a public hearing be called for at the next regular meeting of the City Council which will be held on the 14<sup>th</sup> day of March, 2016.

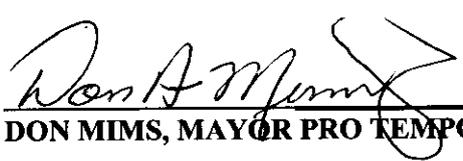
**THIS ORDINANCE** was introduced on February 22, 2016 and published in the *Natchitoches Times* on February 27, 2016.

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

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

**THEREUPON**, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 14<sup>th</sup> day of March, 2016.

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

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

Delivered to the Mayor on the 15<sup>th</sup> day of March, 2016 at 10:00 A.M.

CERTIFICATION ON BACK

CASH SALE DEED

STATE OF LOUISIANA

PARISH OF NATCHITOCHEES

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

**DANIEL JOSEPH ROQUE, JR.**, a single man and a resident of Natchitoches Parish, with mailing address of Post Office Box 11, Cloutierville, Louisiana 71416

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

**CITY OF NATCHITOCHEES, LOUISIANA**, a municipal corporation, with mailing address of Post Office Box 37, Natchitoches, Louisiana, 71458-0037, represented herein by Lee Posey, duly authorized to act herein pursuant to Ordinance Number 10 of 2016, a copy of which is attached hereto

the following described property, to-wit:

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

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

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

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

This sale is made for the consideration of the sum of Seventy Thousand and 00/100 ---(\$70,000.00)--- Dollars, cash in hand paid, the receipt of which is hereby acknowledged.

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

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

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

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

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

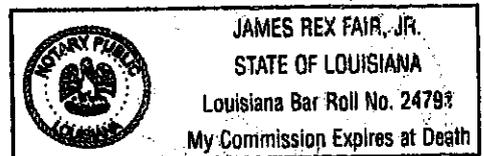
**DONE AND PASSED** at my office in said Parish of Natchitoches, State of Louisiana, in the presence of the undersigned competent witnesses, and me, Notary Public, on this the 30<sup>th</sup> day of March 2016.

ATTEST:

Robbie F. Moss  
Robbie F. Moss  
Taylor Coakley  
Taylor Coakley

Daniel Joseph Roque, Jr.  
Daniel Joseph Roque, Jr.

James Rex Fair, Jr.  
NOTARY PUBLIC



STATE OF LOUISIANA

PARISH OF NATCHITOCHEs

DONE AND PASSED at my office in said Parish of Natchitoches, State of Louisiana, in the presence of the undersigned competent witnesses, and me, Notary Public, on this the 31 day of March, 2016.

ATTEST:

CITY OF NATCHITOCHEs, LOUISIANA

Sarah J. O'Bannon

Lee Posey  
by: Mayor Lee Posey

Anna B. Seely

[Signature]  
NOTARY PUBLIC

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

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

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

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

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

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

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

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

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

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

**WHEREAS FURTHER**, the City has reached an agreement with Roque to the purchase of the above described property for the sum and price of \$70,000.00; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches has reviewed the proposed purchase and is of the opinion that the purchase is in the best interests of the City in order to provide for the completion and future use and operation of the animal shelter, and is further of the opinion that the purchase is in the best interests of the City of Natchitoches and its citizens; and

**WHEREAS FURTHER**, the Mayor and City Council have studied the matter and

have concluded that it is in the best interest of the CITY, its citizens, and the general public to acquire the property; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches desires to purchase the Subject Tract from Roque for the sum of \$70,000.00; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches has been provided with a copy of an appraisal prepared by Ed Dranguet, dated December 21, 2015, which supports the consideration to be paid by the City of Natchitoches; and

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

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

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

**WHEREAS FURTHER**, the City Council of the City of Natchitoches is of the opinion that it is in the interest of the City to purchase of the Subject Tract and desires to authorize Mayor Lee Posey, to execute a deed and all associated documents; and

**WHEREAS FURTHER**, the Mayor and City Council have studied the matter and have concluded that the acquisition of the tract of land described above would be in the best interest of the City, its citizens, and the general public; and

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

I. That the Honorable Mayor, Lee Posey, be and he is hereby authorized and empowered to execute a Cash Sale Deed on behalf of the City, all in accordance with the general terms and conditions set forth in this Ordinance. The said Mayor is hereby given full and complete authority to incorporate in said instrument such terms, conditions, and agreements as may be necessary to protect the interest of the City in substantial compliance with the general terms and conditions set forth in this Ordinance in order to acquire the property described as follows, to-wit:

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

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

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

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

II. That the Mayor be and he is hereby authorized to have all of the necessary legal documents and instruments prepared at once and that this transaction be closed as soon as this Ordinance is final.

III. That if any part of this Ordinance is for any reason held to be unconstitutional or invalid, by a Court of competent Jurisdiction, such decision shall not effect the validity of the remaining portions of this Ordinance, and the invalidity shall be limited to that specific portion so declared to be invalid.

IV. That this Ordinance shall go into effect immediately after publication according to law.

VI. That all Ordinances in conflict herewith are hereby repealed.

VII. That this Ordinance be advertised in accordance with law.

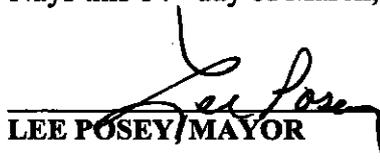
VIII. That this Ordinance be declared **INTRODUCED** at a Regular Meeting of the City Council on this the 22<sup>nd</sup> day of February, 2016, and that a public hearing be called for at the next regular meeting of the City Council which will be held on the 14<sup>th</sup> day of March, 2016.

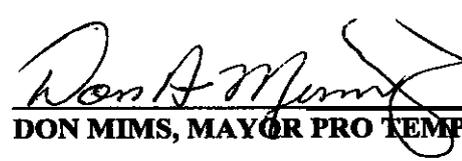
**THIS ORDINANCE** was introduced on February 22, 2016 and published in the *Natchitoches Times* on February 27, 2016.

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

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

**THEREUPON**, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 14<sup>th</sup> day of March, 2016.

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

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

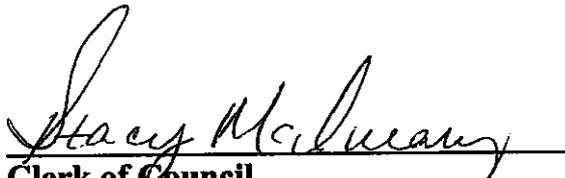
Delivered to the Mayor on the 15<sup>th</sup> day of March, 2016 at 10:00 A.M.

**CERTIFICATE**

**STATE OF LOUISIANA  
PARISH OF NATCHITOCHEs**

I, Stacy M. McQueary, Clerk of the City Council of the City of Natchitoches, State of Louisiana, hereby certify that the attached Ordinance is a true and exact copy of same as adopted by the Mayor and Council of the City of Natchitoches on the 14<sup>th</sup> day of March, 2016.

Given under my official signature and seal of office this 15<sup>th</sup> day of March 2016.

  
**Clerk of Council**

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

**ORDINANCE NO. 011 OF 2016**

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

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

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

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

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

Fund 095: Construction Account - Chateau St. Denis

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

Fund 104: Multijurisdictional Task Force

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

Fund 113: University Gateway - Phase II

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

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

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

Fund 140: Airport Maintenance Projects

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

Fund 143: Community Water Enrichment

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

Fund 145: DOTD - HWY 1 South

145-0000-591-20-13 Construction	200,000	500,000	700,000
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Fund 206: Knock Knock Grant

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

Fund 213: BJA Byrne JAG/Tech Upgrades

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

Fund 320: Supplies/Inventory Fund

320-0000-591-35-29 Inventory/Over/Short	-	5,000	5,000
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This Ordinance was introduced on February 22, 2016 and published in the *Natchitoches Times* on February 27, 2016.

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

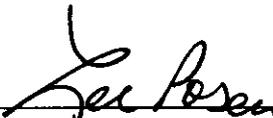
**AYES: Payne, Nielsen, Mims, Stamey, Morrow**

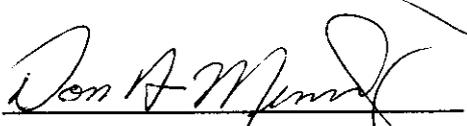
**NAYS: None**

**ABSENT: None**

**ABSTAIN: None**

**THEREUPON**, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 14th day of March, 2016.

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

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

Delivered to the Mayor on the 15th day of March, 2016 at 10:00 A.M.

The following Ordinance was introduced by Mr. Nielsen at the Natchitoches City Council meeting held on March 14, 2016 as follows:

**ORDINANCE NO. 012 OF 2016**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY  
OF NATCHITOCHEs TO AWARD  
THE BID FOR THE ELECTRICAL DISTRIBUTION ALONG  
HWY 478 TO I-49, PHASE II**

**(BID NO. 0574)**

**WHEREAS**, Resolution No.110 of 2015 was passed by the Natchitoches City Council on December 14, 2015 authorizing the Mayor to advertise for bids for the Electrical Distribution along Hwy 478 to I-49, Phase II (Bid No. 0574); and

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

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

- (1) T & D Solutions  
Alexandria, LA .....\$88,800.00
  
- (2) Linetec Services, LLC  
Alexandria, LA ..... \$151,144.80

**WHEREAS**, on March 8, 2016 the appointed committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Bryan Wimberly, Director of Utilities; and Dale Nielsen, Councilman reviewed the bid proposals for the Electrical Distribution along Hwy 478 to I-49, Phase II (Bid No. 0574); and

**WHEREAS**, the above appointed committee members unanimously recommend the City award the bid to the lowest bidder **T & D Solutions of Alexandria, LA** in the amount of **\$88,800.00**.

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



**CITY OF NATCHITOCHEs**  
**PURCHASING DEPARTMENT**

**March 8, 2016**

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

**Dear Mayor Posey,**

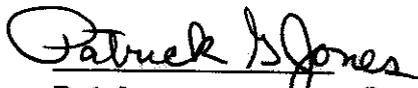
**The appointed committee of Pat Jones, Edd Lee, Bryan Wimberly and Dale Nielsen, has reviewed the engineer's recommendation submitted by Mr. Randal Smoak, Professional Engineer, with Cothran, Graff, Smoak Engineering, Inc., Shreveport, LA, on Bid # 0574, for the Electric Distribution Extension along LA-478.**

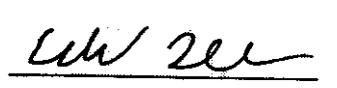
**The committee was unanimous in its decision to award the bid to the lowest bidder, T & D Solutions, LLC, Alexandria, LA in the amount of \$88,800.00. The other bids received were from Linetec Services, LLC, Alexandria, LA in the amount of \$151,144.80 and CDG Power, LLC, Alexandria, LA did not submit a responsive bid.**

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

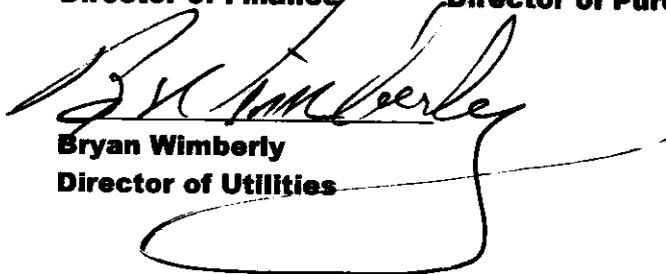
**We request ratification of this award at the City Council meeting on March 14, 2016.**

**Sincerely,**

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

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

  
**Dale Nielsen**  
**Councilman Dist #2**

  
**Bryan Wimberly**  
**Director of Utilities**

The following Ordinance was introduced by Ms. Morrow at the Natchitoches City Council meeting held on March 14, 2016 as follows:

**ORDINANCE NO. 013 OF 2016**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY  
OF NATCHITOCHEs TO AWARD  
THE BID FOR CHRISTMAS LIGHTING SUPPLIES  
(BID NO. 0578)**

**WHEREAS**, Resolution No.004 of 2016 was passed by the Natchitoches City Council on January 25, 2016 authorizing the Mayor to advertise for bids for Christmas Lighting Supplies (Bid No. 0578); and

**WHEREAS**, this bid was advertised in the *Natchitoches Times* on, January 28, February 4, and February 11, 2016 in accordance with law; and

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

- (1) Christmas Lights, Inc.,  
Edmond, OK .....\$28,357.64
- (2) Dean Nida & Associates, LLC  
Sarasota, FL.....\$41,660.00
- (3) Winterland, Inc.,  
Marion, IN.....\$41,870.00

**WHEREAS**, on March 8, 2016 the appointed committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Bryan Wimberly, Director of Utilities, and Dale Nielsen, Councilman reviewed the bid proposals for Christmas Lighting Supplies (Bid No. 0578); and

**WHEREAS**, the above appointed committee members unanimously recommend the City award the bid to the lowest bidder **Christmas Lights, Inc., Edmond, OK** in the amount of **\$28,357.64**.

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



**CITY OF NATCHITOCHEES**  
PURCHASING DEPARTMENT

**March 8, 2016**

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

**Re: Bid number 0578 - Christmas Lighting Supplies**

**Dear Mayor Posey,**

**The appointed committee of Pat Jones, Edd Lee, Bryan Wimberly and Dale Nielsen has reviewed the bid proposal for the purchase of Christmas Lighting Supplies.**

**The committee was unanimous in its decision to award the bid to the low bidder, Christmas Lights Inc., Edmond, OK, in the amount of \$28,357.64. Other bids received were from Dean Nida & Associates, LLC Sarasota, FL, in the amount of \$41,660.00, Winterland Inc., Marion, IN, in the amount of \$41,870.00. Demand Lighting, Austin TX did not submit a responsive bid.**

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

**We request ratification of this award at the next meeting of the City Council on March 14, 2016.**

**Very truly yours,**

**Dale Nielsen**  
Councilman Dist #2

**Pat Jones**  
Director of Finance

**Bryan Wimberly**  
Director of Utilities

**Edd Lee**  
Director of Purchasing

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

**RESOLUTION NO. 014 OF 2016**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CERTIFICATE OF SUBSTANTIAL COMPLETION TO THE CONTRACT BETWEEN THE CITY OF NATCHITOCHEs AND DIAMOND ENTERPRISE, INC. FOR THE AMULET STREET ELEVATED TANK REHABILITATION PROJECT**

**BID NO. 0551**

**WHEREAS**, the City of Natchitoches has contracted with David Lawler Construction, Inc. for construction of the Amulet Street Elevated Tank Rehabilitation Project; and

**WHEREAS**, this work has been completed; and

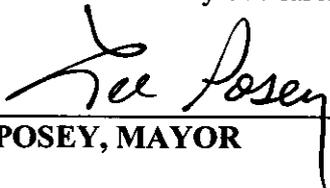
**WHEREAS**, a substantial completion inspection has been performed by the Engineer and a representative of the Utility Department for the City of Natchitoches, and they find the project to be complete.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to execute the referenced Certificate of Substantial Completion for Diamond Enterprise, Inc.

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

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

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 14<sup>th</sup> day of March, 2016.

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

CERTIFICATION ON BACK

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER: CITY OF NATCHITOCHEs

CONTRACTOR: DIAMOND ENTERPRISE, INC.

CONTRACT DATE: MAY 7, 2015

CONTRACT FOR: CITY OF NATCHITOCHEs

Bid No. 0551 – AMULET STREET ELEVATED TANK REHABILITATION

Definition of Substantial Completion

The date of Substantial Completion of a Project or specified part of a Project is the date when the construction is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part of the Project can be utilized for the purpose for which it was intended. The issuance of this Certificate does not constitute a recommendation of project acceptance, as defined in R.S. 38:2241.1

TO: CITY OF NATCHITOCHEs  
(Owner)

and TO: DIAMOND ENTERPRISE, INC.  
(Contractor)

Date of Substantial Completion: FEBRUARY 24, 2016

The Work performed under this contract has been inspected by authorized representatives of the Owner, Contractor and Engineer, and the Project (or specified part of the Project, as indicated above) is hereby declared to be substantially completed on the above date.

A tentative list of items to be completed or corrected is appended hereto. This list may not be exhaustive, and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the contract documents. These items shall be completed by the Contractor within 30 days of Substantial Completion.

The responsibilities between the Owner and the Contractor for maintenance, heat, and utilities shall be as set forth below.

CITY OF NATCHITOCHEs  
Owner

  
\_\_\_\_\_  
Authorized Representative

CGS ENGINEERING, INC.  
Engineer

  
\_\_\_\_\_  
Authorized Representative

Date: MARCH 1, 2016

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

**RESOLUTION NO. 015 OF 2016**

**A RESOLUTION COMMITTING FUNDING FOR THE HIGHLAND PARK ROAD BRIDGE, ENVIRONMENTAL, PLANNING AND CONSTRUCTION  
FP&C PROJECT NO. 50-MK9-15-01**

**WHEREAS**, the City of Natchitoches desires to implement the Highland Park Road Bridge, Environmental, Planning and Construction project, FP&C Project No. 50-MK9-15-01; and

**WHEREAS**, the State of Louisiana through the Division of Administration has provided Capital Outlay funding for the project in the amount of \$250,000.00; and

**WHEREAS**, the City of Natchitoches has budgeted funds in the amount of \$62,500.00 in the City General Fund budget effective June 1, 2016 to address this funding requirement; and

**WHEREAS**, the Highland Park Road Bridge, Environmental, Planning and Construction project is in the best interest of the City; and

**WHEREAS**, Louisiana DOTD is currently proceeding with a project to replace the Church Street Bridge in the National Historic Landmark District; and

**WHEREAS**, an Environmental Study and Section 106 clearance is a requirement of that project and that process will indicate a location for a temporary detour bridge or possibly a permanent bridge to be used temporarily as a detour bridge during construction; and

**WHEREAS**, the City of Natchitoches plans to follow the Louisiana DOTD recommendations that are reflected in that environmental clearance process as to a final bridge location; and

**WHEREAS**, the City will undertake any and all efforts necessary to obtain approval and utilize the funding represented by this Cooperative Endeavor Agreement at the final bridge location as reflected in that environmental clearance process.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Natchitoches, in legal session convened, that the City has budgeted the required funds for the project and that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to execute any and all documents required to complete this valuable project.

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

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

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 3 Ayes to 2 Nays on this 14<sup>th</sup> day of March, 2016.

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



**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN  
THE STATE OF LOUISIANA and  
CITY OF NATCHITOCHEs  
Highland Park Road Bridge, Environmental, Planning and Construction  
(Natchitoches)  
FP&C Project No. 50-MK9-15-01**

In accordance with Article VII, Section 14 of the 1974 Constitution of the State of Louisiana (Constitution), the **STATE OF LOUISIANA** (State), herein represented by **MARK A. MOSES, DIRECTOR, OFFICE OF FACILITY PLANNING AND CONTROL (FP&C) OF THE DIVISION OF ADMINISTRATION (DOA)**, and the **CITY OF NATCHITOCHEs** (Entity), a political subdivision of the State, herein represented by **LEE POSEY, MAYOR** do hereby enter into a Cooperative Endeavor Agreement (Agreement) to serve the public for the purposes hereinafter declared.

**ARTICLE I**

**1.1 WHEREAS**, the Capital Outlay Act (Act), adopted in accordance with Article VII, Section 6 of the Constitution, is the comprehensive capital outlay budget required by said Article VII, Section 6, and contains an appropriation for the Entity for the Project Number and Project Description (Project) as set forth in **Exhibits A and B**, attached hereto and made a part hereof; and

**1.2 WHEREAS**, the Omnibus Bond Act of the Louisiana Legislature (OBA), adopted in accordance with Article VII, Section 6 of the Louisiana Constitution of 1974, provides for the issuance by the State Bond Commission of State General Obligation Bonds for certain of the projects contained in the Act, including the Project, which bonds are to be secured by a pledge of the full faith and credit of the State, as well as by monies dedicated to and paid into the Security and Redemption Fund as provided in Article VII, Section 9 of the Constitution, which authorization includes the issuance, **if applicable**, of State General Obligation Bonds for the Project (Project Bonds) as set forth in **Exhibit B**, attached hereto and made a part hereof; and

**1.3 WHEREAS**, **if applicable**, the Entity has supplied the State with evidence of the availability and commitment of Local, Federal or Non-State Matching Funds for the Project, as set forth in **Exhibit A**; and

**1.4 WHEREAS**, the State appropriated State General Fund (Direct) or other sources of cash for the Project or the Bond Commission did grant a cash line of credit and/or a non-cash line of credit for the Project in the amount(s) as stated in **Exhibit B**; and

1.5 **WHEREAS**, the Act provides that all of the funds appropriated, in the absence of express language to the contrary, shall be considered as having been appropriated directly to FP&C and shall be administered by FP&C under Cooperative Endeavor Agreements;

**IT IS HEREBY AGREED** by the State and the Entity that:

**ARTICLE II**  
**PURPOSE**

2.1 The purpose of this Agreement is to set forth the terms of administering the Project by FP&C. FP&C will administer this Project in accordance with the Non-State Entity Capital Outlay Administrative Guidelines, July 1999 ed., which is hereby made a part of this Agreement.

**ARTICLE III**  
**SCOPE**

3.1 As provided in the Act, the State funds for this Project are limited to capital improvements for the Project, in the Parish, and in the amounts set forth in **Exhibits A and B**.

3.2 If the Entity enters into a contract prior to receipt of funding and prior to execution of a Cooperative Endeavor Agreement, then payments under such contracts are prohibited from capital outlay appropriations and are the sole responsibility of the Entity.

3.3 The Entity hereby acknowledges and confirms that this Project constitutes a **Public Purpose** and will fulfill a public need within the parish in which the Project is to be located, all in accordance with Article VII, Section 14 of the Constitution.

3.4 Allowable costs shall not include the operating expenses of the Entity. In no case shall the total of any of the allowable costs exceed the corresponding amount shown in **Exhibit A**.

**ARTICLE IV**  
**USE OF FUNDS**

4.1 The Entity hereby acknowledges and agrees that the funds provided by the State to the Entity shall be used solely for the purposes authorized and permitted in the Act and in accordance with all provisions of law affecting the Project, as well as the constitutional and statutory restrictions on the use of State funds for public purposes. The Entity acknowledges that any funds not used in accordance with the terms of this Agreement and state law will be reimbursed to the State.

4.2 The Entity shall not execute any contracts or agreements that would expend or commit State funds in excess of the amount for which lines of credit were granted pursuant to the Act. The Entity shall be solely responsible for any amount that exceeds the amount appropriated by the State.

4.3 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity shall not take any action which would have the effect of impairing the tax exempt status of the Project Bonds. The Entity agrees that the proceeds will not be used directly or indirectly in any trade or business carried on by any person other than a governmental unit. The Entity further agrees that the proceeds will not be used directly or indirectly to provide a facility used by any person other than the Entity pursuant to a management contract, requirements contract or other arrangement granting, directly or indirectly, an interest in such facility to a person other than the Entity, unless the State receives an opinion from a nationally recognized bond counsel that such contract will not adversely affect the tax-exempt status of the Project Bonds.

4.4 The Entity shall make no changes in its local laws or charter which would allow use of the Project for any purpose other than a public purpose.

#### **ARTICLE V** **ADMINISTRATIVE COSTS**

5.1 Notwithstanding any provision of this contract to the contrary, FP&C may use up to six percent of each State fund line item contained herein for costs associated with administering the Project, all in accordance with the provisions of the Act.

#### **ARTICLE VI** **PUBLIC BID LAWS**

6.1 The Entity will solicit bids for the services, labor and materials needed to construct said Project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, *et seq.*, applicable to political subdivisions of the State. The Entity will also keep a procurement file relative to the necessary acquisition of services, labor and materials needed to complete said Project which will be subject to review by the State at any time.

#### **ARTICLE VII** **COORDINATION**

7.1 It is the responsibility of the Entity to administer the Project according to all applicable laws, rules and regulations and to ensure that the work is the best obtainable within established trade practice. The submittal of documentation to FP&C as required by this Agreement shall be for the purpose of verifying that the funds are spent in accordance with this Agreement and the applicable legislation, providing evidence of the progress of the Project and verifying that such

documentation is being produced. FP&C will not provide extensive document review for the Project or take the responsibility for determining whether or not this documentation is complete and accurate.

7.2 The participation by FP&C in the Project shall in no way be construed to make FP&C a party to any contract between the Entity and its contractors.

#### **ARTICLE VIII CHANGE ORDERS**

8.1 A change order for the Project shall be subject to the approval of FP&C. However, as per R.S. 39:126, one or more change orders that cause an excess in the aggregate of **One Hundred Thousand Dollars (\$100,000)**, increase or decrease, per month shall also require the approval of the Joint Legislative Committee on the Budget and the Commissioner of Administration or his designee. Any change order in excess of fifty thousand dollars but less than one hundred thousand dollars shall be submitted to the Joint Legislative Committee on the Budget for review but shall not require committee approval.

#### **ARTICLE IX HOLD HARMLESS AND INDEMNITY**

9.1 The Entity agrees and obligates itself, its successors and assigns to defend, indemnify and save harmless and provide a defense for the State, its officials, officers and employees against any and all claims, demands, suits, actions (*ex contractu, ex delictu*, quasi-contractual, statutory or otherwise), judgments of sums of money, attorneys fees and court costs to any party or third person including, but not limited to amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of the Entity or any of the above, growing out of, resulting from or by reason of any violation of the requirements of the Act and OBA or any other State law, or any negligent act or omission, operation or work of the Entity, its employees, servants, contractors or any person engaged upon or in connection with the engineering services, construction and construction engineering required or performed by the Entity hereunder including, but not limited to any omissions, defects or deficiencies in the plans, specifications or estimates, or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction or construction engineering cost incurred, or any other claim of whatever kind or nature arising from, out of or in any way connected with the Project, to the extent permitted by law.

9.2 Nothing herein is intended, nor shall be deemed to create a third party beneficiary to or for any obligation by FP&C herein or to authorize any third person to have any action against FP&C arising out of this Agreement.

**ARTICLE X**  
**DISBURSEMENT OF FUNDS**

**10.1** After execution of this Agreement in accordance with the terms hereof and the Act, the State, through FP&C, shall provide the Entity, identified under the Federal Tax Identification Number as set forth on **Exhibit A**, with funds on an *as-needed* basis as approved by FP&C, but not to exceed the total Capital Outlay Cash, less Escrow and FP&C Administration fee, as set forth in **Exhibit A**. **The Entity shall not be entitled to reimbursement of any expenditures made prior to the issuance of a cash line of credit or receipt of cash funding.**

**10.2** If the Project is authorized to be funded through the issuance of Project Bonds, the Entity agrees to use its best efforts to expend all of the funds subject to this Agreement within two (2) years from the date of the issuance of the Bonds. FP&C agrees that it will notify the Entity of the date the Bonds are issued within one (1) month from the issuance thereof. The Entity understands and agrees that if the funds subject to this Agreement are not totally expended within two (2) years from the issuance of the Bonds, FP&C can close the Project and recommend that the Legislature reallocate any unexpended proceeds to other projects.

**10.3** The Entity recognizes and agrees that the receipt of the State monies is contingent upon the receipt, pledge and expenditure of Local/Federal Matching Funds by the Entity in the amount stated in **Exhibit A**. The Entity acknowledges and agrees that the requisite amount of matching funds has been received, pledged, and/or expended on the Project.

**10.4** In the event funds subject to this Agreement represent a non-cash line of credit as set forth in **Exhibit A**, the Entity understands that the funds so designated represent a non-cash line of credit and that no monies can be withdrawn from the Treasury for the non-cash line of credit unless and until the Bond Commission has either issued bonds or a cash line of credit therefor, and the Agreement is amended to provide for the disbursement thereof.

**ARTICLE XI**  
**OWNERSHIP OF PROPERTY**

**11.1** The Entity hereby covenants that it owns, will acquire title to, or obtain servitudes for the property upon which the Project is to be located and that it shall not, while any of the Project Bonds remain outstanding, or during the term of this Agreement, transfer, convey, sell, mortgage, assign or otherwise alienate its ownership or servitude rights in the land or real property and appurtenances which constitute the Project. Projects to be located by permits on existing property of the State or a political subdivision of the State are exempt from these ownership requirements.

**ARTICLE XII**  
**INSURANCE**

12.1 If State funds for this project are used in whole or in part towards construction of fixed insurable improvements, then upon completion of construction, the Entity shall, for the term of this agreement, maintain or cause to be maintained property insurance issued by a company or companies admitted to do business in the State of Louisiana, in an amount equal to 100% of the replacement cost of such improvements.

12.2 If the property is located in a Special Flood Hazard Area, flood insurance equal to 100% of the value of the building or up to a minimum of \$500,000 as allowed by National Flood Insurance Program (NFIP) shall be obtained on this property. This includes properties shown on a Flood Insurance Rate Map (FIRM) issued by FEMA as Zone A, AO, A1-30, AE, A99, AH, VO, V1-30, VE,V, ZM, or E.

**ARTICLE XIII**  
**PLEDGE OF LEASE REVENUES**

13.1 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity hereby covenants and agrees that it shall not, while any portion of the Project Bonds issued by the State to fund the Project remain outstanding, enter into any agreement or otherwise covenant to directly pledge to the State any lease revenues from any lessee, its successors or assigns, for the payment of principal, interest or other requirements with respect to the Project Bonds, nor shall the Entity deposit any such lease revenues into the Bond Security and Redemption Fund of the State.

**ARTICLE XIV**  
**TERM**

14.1 The provisions of this Agreement shall be effective from the date of execution hereof and shall be binding upon all parties and shall remain in effect until FP&C determines that the project(s) for which funds are appropriated is completed or for as long as any Bonds issued for the Project, or any refunding bonds therefore, remain outstanding.

**ARTICLE XV**  
**TERMINATION**

15.1 FP&C may terminate this Agreement for cause based upon the failure of Entity to totally spend all funds subject to this agreement within two years from the execution of this agreement or, if applicable, within two years from the issuance of any bonds or for any act by the Entity that the State determines to be illegal.

15.2 FP&C may terminate this Agreement at any time without penalty by giving thirty (30) days written notice to the Entity of such termination. Entity shall be entitled to payment for deliverables in progress to the extent work has been approved by FP&C and subject to the availability of funds.

**ARTICLE XVI**  
**AVAILABILITY OF FUNDS**

16.1 The availability of funds set forth in the attached Exhibit A are subject to and contingent upon appropriation of funds by the legislature and, if applicable, issuance of a line of credit by the State Bond Commission.

**ARTICLE XVII**  
**ASSIGNMENT**

17.1 Entity shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the FP&C.

**ARTICLE XVIII**  
**AUDIT**

18.1 As provided in the Act, the Entity agrees to comply with the provisions of R.S. 24:513. The Act provides that no funds shall be released or provided to the Entity if, when and for as long as the Entity fails or refuses to comply with R.S. 24:513.

18.2 The Entity shall maintain appropriate financial records, and the State reserves the right to audit these records or require the Entity to provide an audit at any time.

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

**ARTICLE XIX**  
**REQUIRED MATCH**

19.1 Pursuant to LA R.S. 39:112(E)(2), Entity agrees to provide a match of not less than twenty-five (25) percent of the total requested amount of funding except as provided in LA R.S. 39:112(E)(2)(a) or (b).

**ARTICLE XX**  
**AMENDMENT OF AGREEMENT**

20.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties.

THUS DONE AND SIGNED, this \_\_\_\_\_ day of \_\_\_\_\_, 2016,  
at \_\_\_\_\_, Louisiana.

WITNESSES:

STATE OF LOUISIANA

By:

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

\_\_\_\_\_  
**MARK A. MOSES, DIRECTOR**  
**FACILITY PLANNING & CONTROL**  
**DIVISION OF ADMINISTRATION**

THUS DONE AND SIGNED, this 26<sup>th</sup> day of January, 2016,  
at Natchitoches, Louisiana.

WITNESSES:

CITY OF NATCHITOCHEs

By:

Stacy McVeaney  
Hannah Weuniger

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

**EXHIBIT A**

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN  
THE STATE OF LOUISIANA and  
CITY OF NATCHITOCHEs  
Highland Park Road Bridge, Environmental, Planning and Construction  
(Natchitoches)  
FP&C Project No. 50-MK9-15-01**

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

<b>COST CATEGORIES</b>	<b>CAPITAL OUTLAY CASH</b>	<b>NON-CASH LINE OF CREDIT</b>	<b>OTHER<sup>3</sup></b>	<b>TOTAL</b>
REAL ESTATE			\$ 500,000	\$ 500,000
PLANNING	\$ 242,500	\$ 2,750,833	\$ 137,500	\$ 3,130,833
CONSTRUCTION			\$ 1,049,167	\$ 1,049,167
MISC				
EQUIPMENT				
ESCROW		\$ 2,054,667		\$ 2,054,667
FP&C ADMIN	\$ 7,500	\$ 4,500		\$ 12,000
<b>TOTAL COSTS</b>	<b>\$ 250,000</b>	<b>\$ 4,810,000</b>	<b>\$ 1,686,667</b>	<b>\$ 6,746,667</b>

Federal Tax Identification No. for Entity: 72-6000931

1. Planning Costs shall not exceed 10% of Construction Costs. Miscellaneous Costs shall not exceed 5% of Construction Costs.
2. Capital Outlay Cash includes General Funds, NRP Bonds, Cash Line of Credit and/or Bonds sold.
3. Total in "Other" column equals required 25% match as reflected in Article XIX.
4. The estimated cost of construction is \$3,800,000 according to the Capital Outlay Request (F.Y. 2015-2016)

**EXHIBIT B**

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN  
THE STATE OF LOUISIANA and  
CITY OF NATCHITOCHEs  
Highland Park Road Bridge, Environmental, Planning and Construction  
(Natchitoches)  
FP&C Project No. 50-MK9-15-01**

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

<b>ACT #</b>	<b>YEAR</b>	<b>DESCRIPTION</b>	<b>STATE CASH</b>	<b>STATE NON-CASH LINE OF CREDIT</b>	<b>TOTAL STATE FUNDING</b>
26	2015	G.O. BONDS LOC	\$ 250,000	\$ 4,810,000	\$ 5,060,000
<b>TOTAL</b>			\$ 250,000	\$ 4,810,000	\$ 5,060,000



**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN  
THE STATE OF LOUISIANA and  
CITY OF NATCHITOCHEs  
Highland Park Road Bridge, Environmental, Planning and Construction  
(Natchitoches)  
FP&C Project No. 50-MK9-15-01**

In accordance with Article VII, Section 14 of the 1974 Constitution of the State of Louisiana (Constitution), the **STATE OF LOUISIANA** (State), herein represented by **MARK A. MOSES, DIRECTOR, OFFICE OF FACILITY PLANNING AND CONTROL (FP&C) OF THE DIVISION OF ADMINISTRATION (DOA)**, and the **CITY OF NATCHITOCHEs** (Entity), a political subdivision of the State, herein represented by **LEE POSEY, MAYOR** do hereby enter into a Cooperative Endeavor Agreement (Agreement) to serve the public for the purposes hereinafter declared.

**ARTICLE I**

**1.1 WHEREAS**, the Capital Outlay Act (Act), adopted in accordance with Article VII, Section 6 of the Constitution, is the comprehensive capital outlay budget required by said Article VII, Section 6, and contains an appropriation for the Entity for the Project Number and Project Description (Project) as set forth in **Exhibits A and B**, attached hereto and made a part hereof; and

**1.2 WHEREAS**, the Omnibus Bond Act of the Louisiana Legislature (OBA), adopted in accordance with Article VII, Section 6 of the Louisiana Constitution of 1974, provides for the issuance by the State Bond Commission of State General Obligation Bonds for certain of the projects contained in the Act, including the Project, which bonds are to be secured by a pledge of the full faith and credit of the State, as well as by monies dedicated to and paid into the Security and Redemption Fund as provided in Article VII, Section 9 of the Constitution, which authorization includes the issuance, **if applicable**, of State General Obligation Bonds for the Project (Project Bonds) as set forth in **Exhibit B**, attached hereto and made a part hereof; and

**1.3 WHEREAS, if applicable**, the Entity has supplied the State with evidence of the availability and commitment of Local, Federal or Non-State Matching Funds for the Project, as set forth in **Exhibit A**; and

**1.4 WHEREAS**, the State appropriated State General Fund (Direct) or other sources of cash for the Project or the Bond Commission did grant a cash line of credit and/or a non-cash line of credit for the Project in the amount(s) as stated in **Exhibit B**; and

1.5 **WHEREAS**, the Act provides that all of the funds appropriated, in the absence of express language to the contrary, shall be considered as having been appropriated directly to FP&C and shall be administered by FP&C under Cooperative Endeavor Agreements;

**IT IS HEREBY AGREED** by the State and the Entity that:

**ARTICLE II**  
**PURPOSE**

2.1 The purpose of this Agreement is to set forth the terms of administering the Project by FP&C. FP&C will administer this Project in accordance with the Non-State Entity Capital Outlay Administrative Guidelines, July 1999 ed., which is hereby made a part of this Agreement.

**ARTICLE III**  
**SCOPE**

3.1 As provided in the Act, the State funds for this Project are limited to capital improvements for the Project, in the Parish, and in the amounts set forth in **Exhibits A and B**.

3.2 If the Entity enters into a contract prior to receipt of funding and prior to execution of a Cooperative Endeavor Agreement, then payments under such contracts are prohibited from capital outlay appropriations and are the sole responsibility of the Entity.

3.3 The Entity hereby acknowledges and confirms that this Project constitutes a **Public Purpose** and will fulfill a public need within the parish in which the Project is to be located, all in accordance with Article VII, Section 14 of the Constitution.

3.4 Allowable costs shall not include the operating expenses of the Entity. In no case shall the total of any of the allowable costs exceed the corresponding amount shown in **Exhibit A**.

**ARTICLE IV**  
**USE OF FUNDS**

4.1 The Entity hereby acknowledges and agrees that the funds provided by the State to the Entity shall be used solely for the purposes authorized and permitted in the Act and in accordance with all provisions of law affecting the Project, as well as the constitutional and statutory restrictions on the use of State funds for public purposes. The Entity acknowledges that any funds not used in accordance with the terms of this Agreement and state law will be reimbursed to the State.

4.2 The Entity shall not execute any contracts or agreements that would expend or commit State funds in excess of the amount for which lines of credit were granted pursuant to the Act. The Entity shall be solely responsible for any amount that exceeds the amount appropriated by the State.

4.3 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity shall not take any action which would have the effect of impairing the tax exempt status of the Project Bonds. The Entity agrees that the proceeds will not be used directly or indirectly in any trade or business carried on by any person other than a governmental unit. The Entity further agrees that the proceeds will not be used directly or indirectly to provide a facility used by any person other than the Entity pursuant to a management contract, requirements contract or other arrangement granting, directly or indirectly, an interest in such facility to a person other than the Entity, unless the State receives an opinion from a nationally recognized bond counsel that such contract will not adversely affect the tax-exempt status of the Project Bonds.

4.4 The Entity shall make no changes in its local laws or charter which would allow use of the Project for any purpose other than a public purpose.

#### **ARTICLE V** **ADMINISTRATIVE COSTS**

5.1 Notwithstanding any provision of this contract to the contrary, FP&C may use up to six percent of each State fund line item contained herein for costs associated with administering the Project, all in accordance with the provisions of the Act.

#### **ARTICLE VI** **PUBLIC BID LAWS**

6.1 The Entity will solicit bids for the services, labor and materials needed to construct said Project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, *et seq.*, applicable to political subdivisions of the State. The Entity will also keep a procurement file relative to the necessary acquisition of services, labor and materials needed to complete said Project which will be subject to review by the State at any time.

#### **ARTICLE VII** **COORDINATION**

7.1 It is the responsibility of the Entity to administer the Project according to all applicable laws, rules and regulations and to ensure that the work is the best obtainable within established trade practice. The submittal of documentation to FP&C as required by this Agreement shall be for the purpose of verifying that the funds are spent in accordance with this Agreement and the applicable legislation, providing evidence of the progress of the Project and verifying that such

documentation is being produced. FP&C will not provide extensive document review for the Project or take the responsibility for determining whether or not this documentation is complete and accurate.

7.2 The participation by FP&C in the Project shall in no way be construed to make FP&C a party to any contract between the Entity and its contractors.

#### **ARTICLE VIII CHANGE ORDERS**

8.1 A change order for the Project shall be subject to the approval of FP&C. However, as per R.S. 39:126, one or more change orders that cause an excess in the aggregate of **One Hundred Thousand Dollars (\$100,000)**, increase or decrease, per month shall also require the approval of the Joint Legislative Committee on the Budget and the Commissioner of Administration or his designee. Any change order in excess of fifty thousand dollars but less than one hundred thousand dollars shall be submitted to the Joint Legislative Committee on the Budget for review but shall not require committee approval.

#### **ARTICLE IX HOLD HARMLESS AND INDEMNITY**

9.1 The Entity agrees and obligates itself, its successors and assigns to defend, indemnify and save harmless and provide a defense for the State, its officials, officers and employees against any and all claims, demands, suits, actions (*ex contractu, ex delictu*, quasi-contractual, statutory or otherwise), judgments of sums of money, attorneys fees and court costs to any party or third person including, but not limited to amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of the Entity or any of the above, growing out of, resulting from or by reason of any violation of the requirements of the Act and OBA or any other State law, or any negligent act or omission, operation or work of the Entity, its employees, servants, contractors or any person engaged upon or in connection with the engineering services, construction and construction engineering required or performed by the Entity hereunder including, but not limited to any omissions, defects or deficiencies in the plans, specifications or estimates, or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction or construction engineering cost incurred, or any other claim of whatever kind or nature arising from, out of or in any way connected with the Project, to the extent permitted by law.

9.2 Nothing herein is intended, nor shall be deemed to create a third party beneficiary to or for any obligation by FP&C herein or to authorize any third person to have any action against FP&C arising out of this Agreement.

**ARTICLE X**  
**DISBURSEMENT OF FUNDS**

**10.1** After execution of this Agreement in accordance with the terms hereof and the Act, the State, through FP&C, shall provide the Entity, identified under the Federal Tax Identification Number as set forth on **Exhibit A**, with funds on an *as-needed* basis as approved by FP&C, but not to exceed the total Capital Outlay Cash, less Escrow and FP&C Administration fee, as set forth in **Exhibit A**. **The Entity shall not be entitled to reimbursement of any expenditures made prior to the issuance of a cash line of credit or receipt of cash funding.**

**10.2** If the Project is authorized to be funded through the issuance of Project Bonds, the Entity agrees to use its best efforts to expend all of the funds subject to this Agreement within two (2) years from the date of the issuance of the Bonds. FP&C agrees that it will notify the Entity of the date the Bonds are issued within one (1) month from the issuance thereof. The Entity understands and agrees that if the funds subject to this Agreement are not totally expended within two (2) years from the issuance of the Bonds, FP&C can close the Project and recommend that the Legislature reallocate any unexpended proceeds to other projects.

**10.3** The Entity recognizes and agrees that the receipt of the State monies is contingent upon the receipt, pledge and expenditure of Local/Federal Matching Funds by the Entity in the amount stated in **Exhibit A**. The Entity acknowledges and agrees that the requisite amount of matching funds has been received, pledged, and/or expended on the Project.

**10.4** In the event funds subject to this Agreement represent a non-cash line of credit as set forth in **Exhibit A**, the Entity understands that the funds so designated represent a non-cash line of credit and that no monies can be withdrawn from the Treasury for the non-cash line of credit unless and until the Bond Commission has either issued bonds or a cash line of credit therefor, and the Agreement is amended to provide for the disbursement thereof.

**ARTICLE XI**  
**OWNERSHIP OF PROPERTY**

**11.1** The Entity hereby covenants that it owns, will acquire title to, or obtain servitudes for the property upon which the Project is to be located and that it shall not, while any of the Project Bonds remain outstanding, or during the term of this Agreement, transfer, convey, sell, mortgage, assign or otherwise alienate its ownership or servitude rights in the land or real property and appurtenances which constitute the Project. Projects to be located by permits on existing property of the State or a political subdivision of the State are exempt from these ownership requirements.

**ARTICLE XII**  
**INSURANCE**

12.1 If State funds for this project are used in whole or in part towards construction of fixed insurable improvements, then upon completion of construction, the Entity shall, for the term of this agreement, maintain or cause to be maintained property insurance issued by a company or companies admitted to do business in the State of Louisiana, in an amount equal to 100% of the replacement cost of such improvements.

12.2 If the property is located in a Special Flood Hazard Area, flood insurance equal to 100% of the value of the building or up to a minimum of \$500,000 as allowed by National Flood Insurance Program (NFIP) shall be obtained on this property. This includes properties shown on a Flood Insurance Rate Map (FIRM) issued by FEMA as Zone A, AO, A1-30, AE, A99, AH, VO, V1-30, VE,V, ZM, or E.

**ARTICLE XIII**  
**PLEDGE OF LEASE REVENUES**

13.1 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity hereby covenants and agrees that it shall not, while any portion of the Project Bonds issued by the State to fund the Project remain outstanding, enter into any agreement or otherwise covenant to directly pledge to the State any lease revenues from any lessee, its successors or assigns, for the payment of principal, interest or other requirements with respect to the Project Bonds, nor shall the Entity deposit any such lease revenues into the Bond Security and Redemption Fund of the State.

**ARTICLE XIV**  
**TERM**

14.1 The provisions of this Agreement shall be effective from the date of execution hereof and shall be binding upon all parties and shall remain in effect until FP&C determines that the project(s) for which funds are appropriated is completed or for as long as any Bonds issued for the Project, or any refunding bonds therefore, remain outstanding.

**ARTICLE XV**  
**TERMINATION**

15.1 FP&C may terminate this Agreement for cause based upon the failure of Entity to totally spend all funds subject to this agreement within two years from the execution of this agreement or, if applicable, within two years from the issuance of any bonds or for any act by the Entity that the State determines to be illegal.

15.2 FP&C may terminate this Agreement at any time without penalty by giving thirty (30) days written notice to the Entity of such termination. Entity shall be entitled to payment for deliverables in progress to the extent work has been approved by FP&C and subject to the availability of funds.

**ARTICLE XVI**  
**AVAILABILITY OF FUNDS**

16.1 The availability of funds set forth in the attached Exhibit A are subject to and contingent upon appropriation of funds by the legislature and, if applicable, issuance of a line of credit by the State Bond Commission.

**ARTICLE XVII**  
**ASSIGNMENT**

17.1 Entity shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the FP&C.

**ARTICLE XVIII**  
**AUDIT**

18.1 As provided in the Act, the Entity agrees to comply with the provisions of R.S. 24:513. The Act provides that no funds shall be released or provided to the Entity if, when and for as long as the Entity fails or refuses to comply with R.S. 24:513.

18.2 The Entity shall maintain appropriate financial records, and the State reserves the right to audit these records or require the Entity to provide an audit at any time.

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

**ARTICLE XIX**  
**REQUIRED MATCH**

19.1 Pursuant to LA R.S. 39:112(E)(2), Entity agrees to provide a match of not less than twenty-five (25) percent of the total requested amount of funding except as provided in LA R.S. 39:112(E)(2)(a) or (b).

**ARTICLE XX**  
**AMENDMENT OF AGREEMENT**

20.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties.

THUS DONE AND SIGNED, this \_\_\_\_\_ day of \_\_\_\_\_, 2016,  
at \_\_\_\_\_, Louisiana.

WITNESSES:

STATE OF LOUISIANA

By:

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

MARK A. MOSES, DIRECTOR  
FACILITY PLANNING & CONTROL  
DIVISION OF ADMINISTRATION

THUS DONE AND SIGNED, this 26<sup>th</sup> day of January, 2016,  
at Natchitoches, Louisiana.

WITNESSES:

CITY OF NATCHITOCHEs

By:

Stacy Maloney  
Hannah Weening

Lee Posey  
LEE POSEY, MAYOR

**EXHIBIT A**

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN  
THE STATE OF LOUISIANA and  
CITY OF NATCHITOCHEs  
Highland Park Road Bridge, Environmental, Planning and Construction  
(Natchitoches)  
FP&C Project No. 50-MK9-15-01**

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

<b>COST CATEGORIES</b>	<b>CAPITAL OUTLAY CASH</b>	<b>NON-CASH LINE OF CREDIT</b>	<b>OTHER<sup>3</sup></b>	<b>TOTAL</b>
REAL ESTATE			\$ 500,000	\$ 500,000
PLANNING	\$ 242,500	\$ 2,750,833	\$ 137,500	\$ 3,130,833
CONSTRUCTION			\$ 1,049,167	\$ 1,049,167
MISC				
EQUIPMENT				
ESCROW		\$ 2,054,667		\$ 2,054,667
FP&C ADMIN	\$ 7,500	\$ 4,500		\$ 12,000
<b>TOTAL COSTS</b>	<b>\$ 250,000</b>	<b>\$ 4,810,000</b>	<b>\$ 1,686,667</b>	<b>\$ 6,746,667</b>

Federal Tax Identification No. for Entity: 72-6000931

1. Planning Costs shall not exceed 10% of Construction Costs. Miscellaneous Costs shall not exceed 5% of Construction Costs.
2. Capital Outlay Cash includes General Funds, NRP Bonds, Cash Line of Credit and/or Bonds sold.
3. Total in "Other" column equals required 25% match as reflected in Article XIX.
4. The estimated cost of construction is \$3,800,000 according to the Capital Outlay Request (F.Y. 2015-2016)

**EXHIBIT B**

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN  
THE STATE OF LOUISIANA and  
CITY OF NATCHITOCHEs  
Highland Park Road Bridge, Environmental, Planning and Construction  
(Natchitoches)  
FP&C Project No. 50-MK9-15-01**

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

<b>ACT #</b>	<b>YEAR</b>	<b>DESCRIPTION</b>	<b>STATE CASH</b>	<b>STATE NON-CASH LINE OF CREDIT</b>	<b>TOTAL STATE FUNDING</b>
26	2015	G.O. BONDS LOC	\$ 250,000	\$ 4,810,000	\$ 5,060,000
<b>TOTAL</b>			\$ 250,000	\$ 4,810,000	\$ 5,060,000

Mayor Posey opened up the floor for discussion by stating a "yes" vote tonight would put Natchitoches in a great position to be ready for whatever comes forth from the DOTD process on the Church Street Bridge replacement project. The Environmental clearance process that additionally requires a National Environmental Protection Act (NEPA), Section 106 clearance since Church Street Bridge is in the Landmark District, will direct DOTD to the most feasible location for either a temporary detour bridge or a new permanent bridge that serves as a detour bridge for the Church Street project. This practically guarantees the City having the \$5,060,000 ready and available two years out when DOTD is ready to commence the project. A "no" vote deprives the City of \$5,060,000 in potential state funding that will be lost. With the current condition of the state budget, it is highly unlikely that the City will ever get access to these funds in the foreseeable future. Mayor Posey stated this only secures funding and does not designate a bridge to be placed at this location.

Mr. Stamey stated he was comfortable with the change to the resolution which does not designate the bridge to be placed at Highland Park. It will be important once this project moves forward to inform the public of the public hearings that will take place.

Mrs. Sarah Luster asked if there was any way to change the title of the resolution not to include "Highland Park Road Bridge" as this is where the issue with the community lies.

Mr. Randy LaCaze stated this is the title that was chosen 4 years ago and the title could not be changed during this process to secure the funding. Tonight's vote is specifically for the funding process and not for the location of the bridge. The City will reapply again moving forward with the project and can change the language, but the current language follows the application at which it started.

Mr. Bray Williams stated the part of the resolution that concerns him is the line that states, "the City of Natchitoches plans to follow the Louisiana DOTD recommendations that are reflected in that environmental clearance process as to a final bridge location." What happens when they decide the best place to put it is right at Williams Avenue.

Mayor Posey stated DOTD takes public comments in to consideration heavily so the location can change. I believe DOTD will listen to this council as we will vote on this.

Mr. Nielsen stated we cannot afford to lose the funding and have the Church Street Bridge go down. We are not to that point yet, but we will work with DOTD to make the best decision for the people. We have to work together on this and hope for the best.

Mr. Payne stated the biggest fear is what the title says, "Highland Park Road Bridge." Nothing is changing from the language and he feels like the location is set based on that.

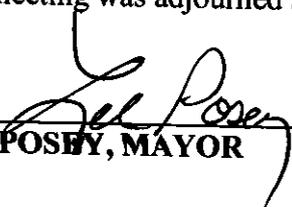
Mr. Williams stated the most advanced notice possible the public can be given would be greatly appreciated. When the time comes for a discussion on location again the public would like to know.

The next scheduled City Council meeting will be March 28, 2016.

The offices of the City of Natchitoches will be closed Friday, March 25, 2016 for Good Friday.

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

The meeting was adjourned at 6:11 p.m.

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

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