

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**  
**MAY 9, 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 APRIL 25, 2016**

5. **PROCLAMATION:**

**#025 Morrow** Proclamation Declaring May 21, 2016 As Kids To Parks Day In The City Of Natchitoches. (Accepting: Dallas Russell)

**#026 Payne** Proclamation Declaring The Second Full Week In May As "Women's Lung Health Week" In The City Of Natchitoches.

6. **PLANNING & ZONING – INTRODUCTION:**

**#021 Stamey** Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows:

Lot Southwest Corner Jefferson And Pine Streets, 126 Feet Front On Jefferson Street By Depth Of 150 Feet And Strip East Side Of Jefferson Street Having A Front Of 10.06 Feet, North By Pine Street, East By Cane River Lake, South By Carver.

**William S. Mitchell (210 Jefferson St.)**

7. **ORDINANCES – FINAL:**

**#018 Nielsen** Ordinance Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute Those Documents Necessary To Purchase That Property At 545 Whitfield Drive From Norman O. Hicks, Jr., And Then Execute An Act Of Exchange With Ackel Investments, LLC, Exchanging That Property At 545 Whitfield Drive For That Property Located At 135 Mill Street, To Provide For A Public Hearing, To Provide For Advertising, And A Savings Clause.

**#019 Mims** Ordinance Approving A Memorandum Of Understanding Entitled "Fishers Of Men National Tournament Trail Championship Agreement" By And Between The City Of Natchitoches And Fishers Of Men Ministries, Inc., Whereby The City Will Contract With Fishers Of Men Ministries, Inc., To Host A Bass Tournament On The Red River And Authorizing The Mayor, Lee Posey, To Execute Same.

8. **ORDINANCES – INTRODUCTION:**

**#020** Stamey Ordinance To Comply With GASB Statement 54 Committing Special Revenue Fund Balances.

**#022** Nielsen Ordinance Amending Ordinance No. 003 Of 2013 And Further Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute A Lease In Favor Of Flying Tiger Aviation, LLC, Of Lot 1a Of The Natchitoches Regional Airport As Shown On The Airport Layout Plan Of April 27, 2001, By Alliance Incorporated And Adjacent Area And Further Providing For Advertising Of The Lease And An Effective Date.

**\*\*MOTION TO ADD ORDINANCE NO. 023 OF 2016\*\***

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

9. **RESOLUTIONS:**

**#027** Morrow Resolution Authorizing The Mayor To Execute **Change Order No. One** To The Agreement Between The City Of Natchitoches And Petron, LLC For Schedule I, Construction Of New Fuel Farm And Schedule II, Removal Of Underground Storage Tanks At The Natchitoches Regional Airport LA DOTD Project No. H.011252 (**Bid No. 0569**).

**#028** Payne Resolution Authorizing Mayor Lee Posey To Execute An Agreement With The Louisiana Office Of Community Development For The 2015 – 2016 Community Water Enrichment Fund Grant Application For Improvements To The Natchitoches Water System.

**#029** Nielsen Resolution Authorizing The Mayor To Execute **Change Order 2** Construction, LLC, For The 2015 City Streets Project (**Bid No. 0568**).

**#030** Mims Resolution Authorizing The Mayor To Execute A **Certificate Of Substantial Completion** To The Contract Between The City Of Natchitoches And T L Construction, LLC For The 2015 City Streets Project (**Bid No. 0568**).

**#031** Stamey Resolution Authorizing The Mayor To Execute **Change Order No. 1** To The Contract Between The City Of Natchitoches And Sunstream, Inc. For The Electrical Distribution Along Parkway And Howell (**Bid No. 0572**).

**#032** Morrow Resolution Authorizing The Mayor To Execute A **Certificate Of Substantial Completion** To The Contract Between The City Of Natchitoches And Sunstream, Inc. For The Electrical Distribution Along Parkway And Howell Project (**Bid No. 0572**).

**#033** Payne Resolution Authorizing The Mayor To Execute A **Certificate Of Substantial Completion** To The Contract Between The City Of Natchitoches And Worldwide Industries Corporation For The Hwy 1 Bypass Ground Storage Tank Rehabilitation Project (**Bid No. 0571**).

**\*\*MOTION TO ADD RESOLUTION NO. 034 OF 2016\*\***

**#034 Nielsen**

Resolution Of The City Council Of The City Of Natchitoches, Expressing Support Of The Federal Railroad Administration's Proposed Rulemaking (Docket No. Fra-2014-0033) Dated March 15, 2016, As It Relates To Provisions That Establish A Minimum Of Two Crewmembers For Certain Railroad Operations.

**10. ANNOUNCEMENTS:**

- The next scheduled City Council meeting will be **May 23, 2016.**
- The offices of the City of Natchitoches will be closed on **Monday, May 30, 2016** for Memorial Day.

**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, MAY 9, 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, May 9, 2016 at 5:30 p.m.

There were present:

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

Guests: None

Absent: Councilman Larry Payne

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

Mayor Posey then called for the reading and approval of the minutes for the April 25, 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>Nielsen, Mims, Stamey, Morrow</b>
<b>Nays:</b>	<b>None</b>
<b>Absent:</b>	<b>Payne</b>
<b>Abstain:</b>	<b>None</b>

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

**RESOLUTION NO. 025 OF 2016**

**PROCLAMATION DECLARING MAY 21, 2016 AS KIDS TO PARKS DAY IN THE CITY OF NATCHITOCHEES**

**WHEREAS**, May 21, 2016 is the sixth Kids to Parks Day organized and launched by the National Park Trust; and

**WHEREAS**, Kids to Parks Day empowers kids and encourages families to get outdoors and visit America's parks; and

**WHEREAS**, it is important to introduce a new generation to our nation's parks because of the decline in Park attendance over the last decades; and

**WHEREAS**, we should encourage children to lead a more active lifestyle to combat the issues of childhood obesity, diabetes mellitus, hypertension and hypercholesterolemia; and

**WHEREAS**, Kids to Parks Day is open to all children and adults across the country to encourage a large and diverse group of participants; and

**WHEREAS**, Kids to Parks Day will broaden children's appreciation for nature and the outdoors; and

**NOW, THEREFORE**, I, Lee Posey, Mayor, and the Natchitoches City Council, do hereby proclaim May 21, 2016 as:

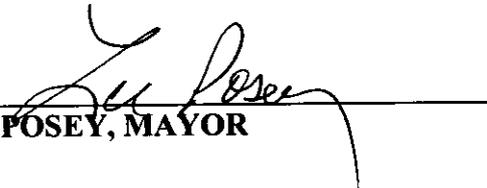
**KIDS TO PARKS DAY**

in Natchitoches, and urge residents of Natchitoches to make time May 21, 2016 to take the children in their lives to a neighborhood, State or National Park.

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

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

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 9<sup>th</sup> day of May, 2016.

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

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

**RESOLUTION NO. 026 OF 2016**

**PROCLAMATION DECLARING THE SECOND FULL WEEK IN MAY  
AS “WOMEN’S LUNG HEALTH WEEK” IN THE CITY OF NATCHITOCHE**

**WHEREAS**, every eight minutes, one woman in the U.S. loses her battle with lung cancer; and

**WHEREAS**, lung cancer is the #1 cancer killer of women and men in the U.S.; and

**WHEREAS**, the number of women dying from lung cancer has nearly doubled over the past 30 years; and

**WHEREAS**, advocacy and increased awareness will result in more and better treatments and early detection for people with lung cancer that will ultimately save lives; and

**WHEREAS**, **LUNG FORCE** is a fast-growing initiative led by the American Lung Association, with the mission of making lung cancer history – uniting the nation in the fight against lung cancer.

**NOW, THEREFORE, BE IT RESOLVED**, that Natchitoches hereby designates the second full week in May as Women’s Lung Health Week throughout the City, and encourages all residents of Natchitoches to learn more about the detection and treatment of lung cancer.

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

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

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 9<sup>th</sup> day of May, 2016.

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

The following Ordinance was introduced by Mr. Stamey at the Natchitoches City Council meeting held on May 9, 2016 as follows:

**ORDINANCE NO. 021 OF 2016**

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

Lot Southwest Corner Jefferson And Pine Streets, 126 Feet Front On Jefferson Street By Depth Of 150 Feet And Strip East Side Of Jefferson Street Having A Front Of 10.06 Feet, North By Pine Street, East By Cane River Lake, South By Carver.

**(210 Jefferson St.)**

**WHEREAS**, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of **May 4, 2016** that the application of **William S. Mitchell** to rezone the property described above from R-1 to R-1 Special Exception to operate a Bed & Breakfast, be **APPROVED**.

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

**ORDINANCE NUMBER 018 OF 2016**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, LEE POSEY, TO EXECUTE THOSE DOCUMENTS NECESSARY TO PURCHASE THAT PROPERTY AT 545 WHITFIELD DRIVE FROM NORMAN O. HICKS, JR., AND THEN EXECUTE AN ACT OF EXCHANGE WITH ACKEL INVESTMENTS, LLC, EXCHANGING THAT PROPERTY AT 545 WHITFIELD DRIVE FOR THAT PROPERTY LOCATED AT 135 MILL STREET, TO PROVIDE FOR A PUBLIC HEARING, TO PROVIDE FOR ADVERTISING, AND A SAVINGS CLAUSE.**

**WHEREAS**, Ackel Investments, L.L.C., (sometimes hereinafter referred to as "Ackel") is the owner of a certain tract of land situated between Mill Street and the right descending bank of Cane River Lake, which tract is more fully described as follows, to-wit:

That certain parcel, lot or tract of land, together with all buildings and improvements thereon situated, located on the right descending bank of Cane River Lake in the City and Parish of Natchitoches, Louisiana, and described as beginning at an iron peg at "A", which point is on the East boundary of the Natchitoches-Natchez gravel road 25 feet from the center of the said road, and on a line with the center of a concrete culvert across said road at that point, thence South 12 degrees 15 minutes West 89 feet to "B", thence North 79 degrees 15 minutes East 99 feet to the top of the bank of Cane River Lake at "C", thence North 1 degrees 30 minutes East 85 feet to "D", thence South 81 degrees West 85 feet to "A", the place of beginning. There is an iron stake at points "A", "B", and "C".

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

**WHEREAS FURTHER**, the Ackel Tract is adjacent to tracts of land that are owned by the City of Natchitoches (sometimes hereinafter "City") and is further across Mill Street from City owned property commonly known as the ADM property; and

**WHEREAS FURTHER**, the City has negotiated with Ackel for the purchase of the Ackel Tract for the sum and price of \$122,000.00; 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 as it will give the City a contiguous tract of land along the right descending bank of Cane River Lake and will further contribute to the value and utility of the ADM property, and will thus be 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 Ackel Tract; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches desires to purchase the tract of land from Ackel for the sum of \$122,000.00; 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 March 14, 2016, which supports the consideration to be paid by the City of Natchitoches; and

**WHEREAS FURTHER**, rather than receive cash consideration for the transaction, Ackel desires to enter into an exchange of properties with the City, and has identified a tract of ground that it desires to acquire, said tract owned by Norman O. Hicks, Jr., and being more particularly described as follows, to-wit:

That certain lot or plot of ground together with all buildings and improvements thereon located, bearing municipal address of 545 Whitfield Drive, and being more particularly described as follows, to-wit:

Lot 12 of Block 5 of Killarney Subdivision #2, a subdivision in the City of Natchitoches, Louisiana, as same is shown on a plat of survey by Gaiennie Hyams, R.S., and recorded in Conveyance Book 215, page 641, of the records of Natchitoches Parish, Louisiana.

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

**WHEREAS FURTHER**, the City has agreed to facilitate this exchange of properties by acquiring the Hicks Tract, by cash sale deed for the sum and price of \$134,000.00, and then exchanging the Hicks Tract to Ackel for the Ackel Tract; and

**WHEREAS FURTHER**, as the consideration for the Hicks Tract is \$12,000.00 more than the consideration for the Ackel Tract, this difference will be paid by Ackel in the Act of Exchange between the City and Ackel; 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 acquire the Ackel Tract and desires to authorize Mayor Lee Posey, to execute all necessary documents including that deed of acquisition of the Hicks Tract, an Act of Exchange with Ackel and all associated documents; and

**WHEREAS FURTHER**, the Mayor and City Council have studied the matter and have concluded that the acquisition of the Ackel Tract 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 lot or plot of ground together with all buildings and improvements thereon located, bearing municipal address of 545 Whitfield Drive, and being more particularly described as follows, to-wit:

Lot 12 of Block 5 of Killarney Subdivision #2, a subdivision in the City of Natchitoches, Louisiana, as same is shown on a plat of survey by Gaiennie Hyams, R.S., and recorded in Conveyance Book 215, page 641, of the records of Natchitoches Parish, Louisiana.

II. That following the above acquisition, that the Honorable Mayor, Lee Posey, be and he is hereby authorized and empowered to execute an Act of Exchange with Ackel Investments, L.L.C. 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 thereon situated, located on the right descending bank of Cane River Lake in the City and Parish of Natchitoches, Louisiana, and described as beginning at an iron peg at "A", which point is on the East boundary of the Natchitoches-Natchez gravel road 25 feet from the center of the said road, and on a line with the center of a concrete culvert across said road at that point, thence South 12 degrees 15 minutes West 89 feet to "B", thence North 79 degrees 15 minutes East 99 feet to the top of the bank of Cane River Lake at "C", thence North 1 degrees 30 minutes East 85 feet to "D", thence South 81 degrees West 85 feet to "A", the place of beginning. There is an iron stake at points "A", "B", and "C".

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.

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.

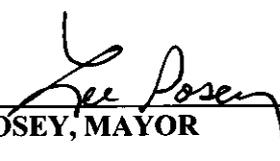
VIII. That this Ordinance be declared **INTRODUCED** at a Regular Meeting of the City Council on this the 25th day of April 2016, and that a public hearing be called for at the next regular meeting of the City Council which will be held on the 9<sup>th</sup> day of May, 2016.

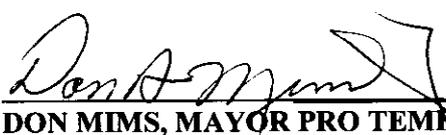
**THIS ORDINANCE** was introduced on April 25, 2016 and published in the *Natchitoches Times* on April 30, 2016.

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

**THEREUPON**, Mayor Lee Posey declared the Ordinance passed by a vote of 4 Ayes to 0 Nays this 9<sup>th</sup> day of May, 2016.

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

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

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

STATE OF LOUISIANA

PARISH OF NATCHITOCHEs

ACT OF EXCHANGE

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

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

AND

**ACKEL INVESTMENTS, L.L.C.**, a Louisiana limited liability company, domiciled in the Parish of Natchitoches, with mailing address of 134 Jefferson Street, Natchitoches, Louisiana 71457, represented herein by John E. Ackel and Martha Ackel Murphy, authorized to act on behalf of the limited liability company pursuant to terms of First Amendment to Articles of Organization dated October 31, 1996 and recorded at Charter Book 22 page 639 of the records of Natchitoches Parish, Louisiana

(Sometimes hereinafter referred to as "**Ackel**")

AND

**MELBA GLENN MASSON ACKEL**, widow of John Latief Ackel, a resident of the City and Parish of Natchitoches, Louisiana, with mailing address for tax purposes of 134 Jefferson Street, Natchitoches, Louisiana 71457, intervener herein to waive and release her usufruct

who did respectively state and declare as follows:

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

That certain piece, parcel or tract of land, together with all buildings and improvements situated thereon, located in the City and Parish of Natchitoches, Louisiana, bearing municipal address of 545 Whitfield Drive, Natchitoches, and being more fully described as follows, to-wit:

Lot 12, Block 5 of Killarney Subdivision, No. 2, a subdivision of the City of Natchitoches, Louisiana, as the same is shown on a plat of survey by Gaiennie Hyams, Surveyor, recorded in Conveyance Book 215, page 641 of the records of Natchitoches Parish, Louisiana.

Subject to restrictive covenants dated September 11, 1951, recorded in Conveyance Book 216, page 8 of the records of Natchitoches Parish, Louisiana.  
(Sometimes hereinafter Tract "1")

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

That certain parcel, lot or tract of land, together with all buildings and improvements thereon situated, located on the right descending bank of Cane River Lake in the City

and Parish of Natchitoches, Louisiana, and described as beginning at an iron peg at "A", which point is on the East boundary of the Natchitoches-Natchez gravel road 25 feet from the center of the said road, and on a line with the center of a concrete culvert across said road at that point, thence South 12 degrees 15 minutes West 89 feet to "B", thence North 79 degrees 15 minutes East 99 feet to the top of the bank of Cane River Lake at "C", thence North 1 degrees 30 minutes East 85 feet to "D", thence South 81 degrees West 85 feet to "A", the place of beginning. There is an iron stake at points "A", "B", and "C".  
(Sometimes hereinafter Tract "2")

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

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

That certain piece, parcel or tract of land, together with all buildings and improvements situated thereon, located in the City and Parish of Natchitoches, Louisiana, bearing municipal address of 545 Whitfield Drive, Natchitoches, and being more fully described as follows, to-wit:

Lot 12, Block 5 of Killarney Subdivision, No. 2, a subdivision of the City of Natchitoches, Louisiana, as the same is shown on a plat of survey by Gaiennie Hyams, Surveyor, recorded in Conveyance Book 215, page 641 of the records of Natchitoches Parish, Louisiana.

Subject to restrictive covenants dated September 11, 1951, recorded in Conveyance Book 216, page 8 of the records of Natchitoches Parish, Louisiana.

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

That certain parcel, lot or tract of land, together with all buildings and improvements thereon situated, located on the right descending bank of Cane River Lake in the City and Parish of Natchitoches, Louisiana, and described as beginning at an iron peg at "A", which point is on the East boundary of the Natchitoches-Natchez gravel road 25 feet from the center of the said road, and on a line with the center of a concrete culvert across said road at that point, thence South 12 degrees 15 minutes West 89 feet to "B", thence North 79 degrees 15 minutes East 99 feet to the top of the bank of Cane River Lake at "C", thence North 1 degrees 30 minutes East 85 feet to "D", thence South 81 degrees West 85 feet to "A", the place of beginning. There is an iron stake at points "A", "B", and "C".

**TO HAVE AND TO HOLD** the above described properties unto said parties, respectively,

the one exchanger unto the other, their heirs, successors, and assigns forever.

It being the intent of the parties, that following this exchange, City will be the owner of Tract "2" and Ackel will be the owner of Tract "1" as shown described above.

This Exchange is made and mutually accepted by the parties hereto. The parties agree and understand that the property received by the Ackel has a greater value than the property received by the City, and that Ackel is paying the difference in values in cash in the amount of Nine Thousand and no/100 (\$9,000.00) dollars, cash in hand paid, the receipt of which is hereby acknowledged.

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

And now comes and appears Melba Glenn Masson Ackel, intervener herein, for the purpose of waiving and releasing that usufruct reserved in that Act of Donation recorded November 14, 1994, at Conveyance Book 497, page 295 of the records of Natchitoches Parish, Louisiana, as to the property conveyed herein by Ackel Investments, L.L.C. to the City of Natchitoches and described above as Tract 2.

**THUS DONE AND PASSED** at my office in Natchitoches Parish, Louisiana, in the presence of Rachel Cason and Geneva B. Settle, competent witnesses, and me, Notary Public, on this the 31 day of May, 2016.

ATTEST:

City of Natchitoches

Rachel Cason  
Geneva B. Settle

Lee Posey  
By: Mayor Lee Posey

Ackel Investments, L.L.C.

John E. Ackel  
By: John E. Ackel

Martha Ackel Murphy  
By: Martha Ackel Murphy

Melba Glenn Masson Ackel  
Melba Glenn Masson Ackel

[Signature]  
NOTARY PUBLIC

# CASH SALE DEED

STATE OF LOUISIANA

PARISH OF NATCHITOCHEs

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

**Norman O. Hicks, Jr.** (SSN#:xxx-xx-6569), widower of Frances Hicks, a resident of Natchitoches Parish, with mailing address of 355 Blanchard Road, Natchitoches, Louisiana 71457

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 NATCHITOCHEs, 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 18 of 2016, a copy of which is attached hereto

the following described property, to-wit:

That certain piece, parcel or tract of land, together with all buildings and improvements situated thereon, located in the City and Parish of Natchitoches, Louisiana, bearing municipal address of 545 Whitfield Drive, Natchitoches, and being more fully described as follows, to-wit:

Lot 12, Block 5 of Killarney Subdivision, No. 2, a subdivision of the City of Natchitoches, Louisiana, as the same is shown on a plat of survey by Gaiennie Hyams, Surveyor, recorded in Conveyance Book 215, page 641 of the records of Natchitoches Parish, Louisiana.

Subject to restrictive covenants dated September 11, 1951, recorded in Conveyance Book 216, page 8 of the records of Natchitoches Parish, Louisiana.

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

This sale is made for the consideration of **One Hundred Thirty One Thousand and no/100 (\$131,000.00) Dollars**, cash in hand paid, the receipt of which is hereby acknowledged.

The certificate of mortgage is hereby waived by the parties. Taxes are prorated as of the date of this sale.

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.

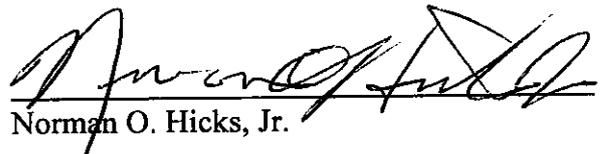
Purchaser expressly waives the warranty of fitness and the warranty against redhibitory vice and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2520 through 2548, inclusive, and any other applicable state or federal law and the jurisprudence thereunder.

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.

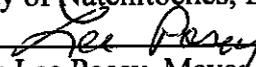
**DONE AND PASSED** at my office in said Parish of Natchitoches, Louisiana, in the presence of Rachel Cason and Geneva B. Settle, competent witnesses, on this 31 day of May 2016.

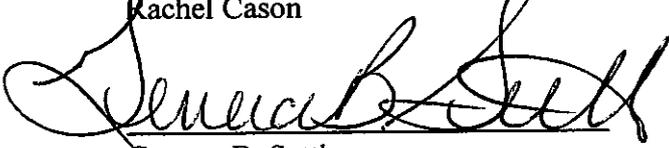
ATTEST:

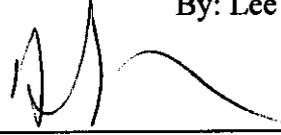
  
Rachel Cason

  
Norman O. Hicks, Jr.

City of Natchitoches, Louisiana

  
By: Lee Posey, Mayor

  
Geneva B. Settle

  
**DANIEL T. MURCHISON, JR.**  
616 Front Street  
Natchitoches, Louisiana 71457  
Bar Roll No. 20307  
LA License No. 444350

## WOOD DESTROYING INSECT REPORT

*Approved by the Louisiana Structural Pest Control Commission (LAC Title 7 Agriculture and Animals Part XXV. Structural Pest Control Chapter 1. Section 121) and the Louisiana Pest Management Association.*

**THIS REPORT IS MADE IN ACCORDANCE WITH AND SUBJECT TO THE CONDITIONS ON REVERSE SIDE OF THIS PAGE**

For and in consideration of the Price and Sum of \$ 100.<sup>00</sup> and State Fee \$ 12.<sup>00</sup> for a Total of \$ 112.<sup>00</sup>

A qualified inspector employed by this company has carefully inspected all accessible areas of the structure(s) on the property located at the address below for termites and other wood destroying insects. This report specifically excludes hidden and/or inaccessible areas of damage and the pest control company assumes no legal responsibility for repairs to such damaged areas.

**WARNING:** The inspection described herein has been made on the basis of visible evidence in readily accessible areas and this report is submitted without warranty, guarantee or representation as to concealed evidence of infestation or damage or as to future infestation. If there is any evidence of wood destroying insects in the structure(s) inspected, it must be assumed that there is some damage. **THIS IS NOT A TERMITE-FREE CERTIFICATE.**

<b>WOOD DESTROYING INSECT INFORMATION EXISTING CONSTRUCTION</b>	1. HUD/FHA/VA CASE NUMBER	2. DATE OF INSPECTION <u>5/18/16</u>
<small>PRIVACY ACT INFORMATION – The information requested on this form will be used in evaluating the property for a VA or HUD insured loan and all other real estate sales. Although you are not required by law to provide this information, failure to provide it can result in rejection of the property as security for your loan. The information collected will not be disclosed outside VA or HUD except as permitted by law. VA and HUD are authorized to request this information by statute (38 U.S.C., 1804(a) and 12 U.S.C. 1701 et. seq.)</small>		
3A. NAME OF INSPECTION COMPANY <u>J+J Exterminating Company</u>	3C. TELEPHONE NUMBER (Include Area Code) <u>(318) 352-7324</u>	
3B. ADDRESS OF INSPECTION COMPANY (Include Street, City, State and Zip Code) <u>200 South Drive Ste A Natchitoches, LA 71457</u>	4. PEST CONTROL OPERATOR LICENSE NUMBER <u>10561</u>	
5A. NAME OF PROPERTY OWNER/SELLER <u>Norm Hicks</u>	5B. ADDRESS OF PROPERTY INSPECTED (Include Street, City, State and Zip Code) <u>545 Whittfield Dr Natchitoches, LA 71457</u>	5C. STRUCTURE(S) INSPECTED ON PROPERTY <u>single residential structure</u>
5D. Only structure(s) listed in 5(C) were inspected and are included in this report. Detached garages, sheds, lean-tos, fences or other buildings on the property will not be included in this inspection report unless specifically noted.		

### FINDINGS

6. WERE ANY AREAS OF THE STRUCTURE(S) OBSTRUCTED OR INACCESSIBLE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO    (If "Yes" see section IV on the reverse side)	7. TYPE OF CONSTRUCTION <input checked="" type="checkbox"/> Slab <input type="checkbox"/> Raised Pier
8. BASED ON CAREFUL VISUAL INSPECTION OF THE READILY ACCESSIBLE AREAS OF THE STRUCTURE(S) ON THE DATE INSPECTED <input checked="" type="checkbox"/> A. No visible evidence of wood destroying insects was observed. <input type="checkbox"/> B. Visible evidence of wood destroying insects was observed. Evidence found and has been observed in the following area(s) _____ <input type="checkbox"/> C. Visible evidence of damage due to _____ has been observed in the following area(s) _____ <input type="checkbox"/> D. Treatment was or will be performed by inspection company <input type="checkbox"/> NO <input type="checkbox"/> YES If yes, explain _____	
9. ADDITIONAL COMMENTS (If additional space is required, continue on reverse) <u>① No bath trap access</u> <u>② Slab below grade in some areas</u> <u>③ Wood to ground contact (back deck)</u>	
10. All parties should be aware of certain conditions that increase the possibility of undetected live wood destroying insects. These conditions include wood to ground contact, slab below grade, vegetation or vines growing on exterior walls, bath traps without visual access and live wood destroying insects under or within 12 inches of the structure(s) inspected, and if found, shall be listed in Section 9.	

### 11. STATEMENT OF PEST CONTROL OPERATOR

- A. The inspection covered the readily visually accessible areas of the structure(s) only. Attention was given to those visually accessible areas which have been shown to be particularly susceptible to attack by wood destroying insects. Probing of visually infested and/or damaged wood members was performed.
- B. The inspection did not include areas which were obstructed or inaccessible at the time of inspection.
- C. ***This is not a structural damage report.***
- D. Neither I nor the company for which I am acting have had, presently have, or contemplate having any interest in the structure(s) inspected. I do further state that neither I nor the company for which I am acting is associated in any way with any party to this transaction.

### ARBITRATION CLAUSE

The Customer and the Company shall agree that any controversy or claim between them arising out of or relating to this agreement shall be settled exclusively and finally by arbitration. The arbitration shall be conducted in accordance with the Louisiana Binding Arbitration Law, La. Rev. Stat. 9:4201 et seq. The arbitrator shall be a neutral third party mutually chosen by the Customer and the Company to hear their claims and render a decision. The decision of the arbitrator shall be a final and binding resolution of the disagreement, which may be entered and made enforceable by any court of competent jurisdiction. The parties hereto agree that neither party shall sue the other over anything contained in this agreement except for enforcement of the arbitrator's decision. In no event shall either party be liable to the other for indirect, special or consequential damages or loss of anticipated profits.

12. SIGNATURE AND NUMBER OF INSPECTOR <u>[Signature]</u> <u>107362</u>	13. DATE <u>5/18/16</u>
14. REPORT REQUESTED BY <u>Kelly (Cane Heritage Real Estate)</u>	15. REPORT RECEIVED BY <u>[Signature]</u>
16. TITLE <u>Selling agent</u>	17. DATE <u>5-18-16</u>

RECEIPT (Signatures below not the responsibility of inspecting company)

I have received the original or a legible copy of the front and reverse sides of this form and I agree to the terms and conditions therein.

SIGNATURE OF OWNER/AGENT OF PROPERTY INSPECTED <u>[Signature]</u>	DATE
SIGNATURE OF PURCHASER OF PROPERTY INSPECTED <u>[Signature]</u>	DATE



# A. Settlement Statement (HUD-1)

## B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.	6. File Number: 16179	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

**C. Note:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

<b>D. Name and Address of Buyer:</b>  Ackel Investments, L.L.C. 134 Jefferson Street Natchitoches, LA 71457	<b>E. Name and Address of Seller:</b>  Norman O. Hicks, Jr. 355 Blanchard Road Natchitoches, LA 71457	<b>F. Name and Address of Lender:</b>  (Empty)
<b>G. Property Location:</b> 545 Whitfield Drive Natchitoches, LA 71457 Natchitoches County, Louisiana	<b>H. Settlement Agent:</b> Daniel T. Murchison, Jr. 616 Front Street Natchitoches, Louisiana 71457 Ph. (318)352-2302  <b>Place of Settlement:</b> 616 Front Street Natchitoches, Louisiana 71457	<b>I. Settlement Date:</b>  May 31, 2016

J. Summary of Buyer's transaction	
100. Gross Amount Due from Buyer:	
101. Contract sales price	131,000.00
102. Personal property	
103. Settlement Charges to Buyer (Line 1400)	725.00
104.	
105.	
<b>Adjustments for items paid by Seller in advance</b>	
106. City/Town Taxes to	
107. County Taxes to	
108. Assessments to	
109.	
110.	
111.	
112.	
120. Gross Amount Due from Buyer	131,725.00
<b>200. Amounts Paid by or in Behalf of Buyer</b>	
201. Deposit or earnest money	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204. incoming fund	122,000.00
205.	
206.	
207.	
208.	
209.	
<b>Adjustments for items unpaid by Seller</b>	
210. City/Town Taxes 01/01/16 to 06/01/16	91.66
211. County Taxes 01/01/16 to 06/01/16	430.64
212. Assessments to	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. Total Paid by/for Buyer	122,522.30
<b>300. Cash at Settlement from/to Buyer</b>	
301. Gross amount due from Buyer (line 120)	131,725.00
302. Less amount paid by/for Buyer (line 220)	( 122,522.30)
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Buyer	9,202.70

K. Summary of Seller's transaction	
400. Gross Amount Due to Seller:	
401. Contract sales price	131,000.00
402. Personal property	
403.	
404.	
405.	
<b>Adjustments for items paid by Seller in advance</b>	
406. City/Town Taxes to	
407. County Taxes to	
408. Assessments to	
409.	
410.	
411.	
412.	
420. Gross Amount Due to Seller	131,000.00
<b>500. Reductions in Amount Due Seller:</b>	
501. Excess deposit (see instructions)	
502. Settlement charges to Seller (Line 1400)	7,935.00
503. Existing loan(s) taken subject to	
504. Payoff First Mortgage to City Bank & Trust Co.	86,002.64
505. Payoff Second Mortgage	
506.	
507.	
508.	
509.	
<b>Adjustments for items unpaid by Seller</b>	
510. City/Town Taxes 01/01/16 to 06/01/16	91.66
511. County Taxes 01/01/16 to 06/01/16	430.64
512. Assessments to	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. Total Reduction Amount Due Seller	94,459.94
<b>600. Cash at settlement to/from Seller</b>	
601. Gross amount due to Seller (line 420)	131,000.00
602. Less reductions due Seller (line 520)	( 94,459.94)
603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	36,540.06

\* Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)

The undersigned hereby acknowledge receipt of a completed copy of this statement & any attachments referred to herein

Buyer Ackel Investments, L.L.C.

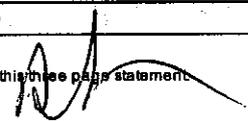
Seller *Norman O. Hicks, Jr.*  
Norman O. Hicks, Jr.

BY: *John Ackel Member*  
*Stephanie Ackel Murphy, Member*

<b>L. Settlement Charges</b>				Paid From Buyer's Funds at Settlement	Paid From Seller's Funds at Settlement
<b>700. Total Real Estate Broker Fees</b>		<b>\$ 7,860.00</b>			
Division of commission (line 700) as follows:					
701. \$ 3,930.00	to	Cane Heritage			
702. \$ 3,930.00	to	Brad Ferguson Real Estate, LLC			7,860.00
703. Commission paid at settlement					
704.					
705.					
<b>800. Items Payable in Connection with Loan</b>					
801. Our origination charge			\$ (from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen			\$ (from GFE #2)		
803. Your adjusted origination charges to			(from GFE #A)	0.00	
804. Appraisal fee	to		(from GFE #3)		
805. Credit Report	to		(from GFE #3)		
806. Tax service	to		(from GFE #3)		
807. Flood certification	to		(from GFE #3)		
808.			(from GFE #3)		
809.			(from GFE #3)		
810.			(from GFE #3)		
811.			(from GFE #3)		
<b>900. Items Required by Lender to Be Paid in Advance</b>					
901. Daily interest charges from	to		@ \$/day (from GFE #10)		
902. MIP Tot Ins. for Life of Loan	months to		(from GFE #3)		
903. Homeowner's insurance for	years to		(from GFE #11)		
904.			(from GFE #11)		
905.			(from GFE #11)		
<b>1000. Reserves Deposited with Lender</b>					
1001. Initial deposit for your escrow account			(from GFE #9)		
1002. Homeowner's insurance	months @ \$	per month	\$		
1003. Mortgage insurance	months @ \$	per month	\$		
1004. Property taxes			\$		
1005.			\$		
1006.	months @ \$	per month	\$		
1007.	months @ \$	per month	\$		
1008.			\$		
1009. Aggregate adjustment			\$		
<b>1100. Title Charges</b>					
1101. Title services and lender's title insurance			(from GFE #4)	650.00	
1102. Settlement or closing fee			\$		
1103. Owner's title insurance to Fidelity National Title Ins			(from GFE #5)		
1104. Lender's title insurance to Fidelity National Title Ins			\$		
1105. Lender's title policy limit			\$		
1106. Owner's title policy limit			\$		
1107. Agent's portion of the total title insurance premium			\$		
1108. Underwriter's portion of the total title insurance premium to Fidelity National Title Ins			\$		
1109. Closing Protection Letter		Fidelity National Ins.	\$		
1110. Attorney Fee	to	Murchison and Murchison, LLC	\$ 450.00		
1111. Title Exam	to	Murchison and Murchison, LLC	\$ 125.00		
1112. Notary Fee	to	Murchison and Murchison, LLC	\$ 75.00		
1113.			\$		
<b>1200. Government Recording and Transfer Charges</b>					
1201. Government recording charges	to	Murchison and Murchison, LLC	(from GFE #7)	75.00	
1202. Deed \$ 75.00	Mortgage \$	Releases \$	Other \$		
1203. Transfer taxes			(from GFE #8)		
1204. City/County tax/stamps	\$	\$			
1205. State tax/stamps	\$	\$			
1206.					
1207. Recording	to	Murchison and Murchison, LLC			75.00
<b>1300. Additional Settlement Charges</b>					
1301. Required services that you can shop for			(from GFE #6)		
1302. Pest Inspection	to	J & J Exterminating	\$ P.O.C.\$112.00(S)*		
1303. Courier / Wire Fee			\$		
1304.			\$		
1305.			\$		
<b>1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)</b>				<b>725.00</b>	<b>7,935.00</b>

\* Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 & 3 of this three page statement.

  
Daniel T. Murchison, Jr., Settlement Agent

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

**ORDINANCE NO. 019 OF 2016**

**AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING ENTITLED "FISHERS OF MEN NATIONAL TOURNAMENT TRAIL CHAMPIONSHIP AGREEMENT" BY AND BETWEEN THE CITY OF NATCHITOCHEES AND FISHERS OF MEN MINISTRIES, INC., WHEREBY THE CITY WILL CONTRACT WITH FISHERS OF MEN MINISTRIES, INC., TO HOST A BASS TOURNAMENT ON THE RED RIVER AND AUTHORIZING THE MAYOR, LEE POSEY, TO EXECUTE SAME.**

**WHEREAS**, fishing is a growing pastime in which a large portion of the local population participates; and

**WHEREAS FURTHER**, Fishers of Men Ministries, Inc., a 501C-3 not for profit corporation has proposed a fishing tournament to be held at the Grand Ecore Boat Ramp on the Red River, on April 6, 7 and 8, 2017 with official practice days of April 1-5, 2017, and has proposed that the City enter into the attached agreement entitled "Fishers of Men National Tournament Trail Championship Agreement" (sometimes hereinafter referred to as "Agreement"); and

**WHEREAS FURTHER**, the bass fishing tournament will draw fishermen, their families and fans to the City and Parish of Natchitoches for the tournament as well as the weeks leading up to the tournament as the fishermen practice on the Red River; and

**WHEREAS FURTHER**, the tournament will have a strong economic impact on the Natchitoches community, benefitting local merchants, providers of services and increasing tax revenues to the City and Parish of Natchitoches; and

**WHEREAS FURTHER**, the tournament will provide publicity to the City of Natchitoches, Louisiana (sometimes hereinafter "City"), promoting the City of Natchitoches as a destination for tourism as well as recreation; and

**WHEREAS FURTHER**, having reviewed the attached Agreement, and being of the opinion that the tournament will have a positive effect and will benefit the City of Natchitoches, the City Council of the City of Natchitoches desires to authorize the Mayor to execute the agreement on behalf of the City; and

**NOW THEREFORE BE IT ORDAINED** that the City Council of the City of Natchitoches, in legal session convened, does hereby authorize, empower, and direct the Honorable Lee Posey, Mayor, to execute the "Fishers of Men National Tournament Trail Championship Agreement", between the City of Natchitoches and Fishers of Men Ministries, Inc., wherein the City agrees to host a fishing tournament in Natchitoches Parish which will take place April 6, 7 and 8, 2017, and further agrees to those obligations set forth in the above Agreement.

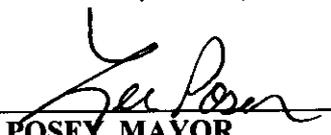
**BE IT FURTHER ORDAINED** that the terms of the Fishers of Men National Tournament Trail Championship Agreement, attached hereto, are approved and accepted by the City Council of the City of Natchitoches, Louisiana.

**THIS ORDINANCE** was introduced on April 25, 2016 and published in the *Natchitoches Times* on April 30, 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:

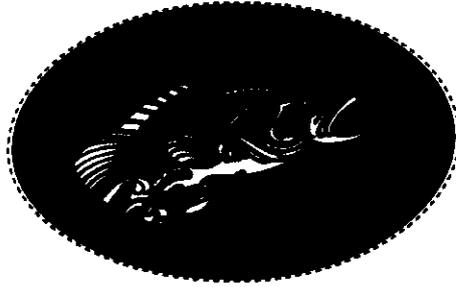
**AYES:** Nielsen, Mims, Stamey, Morrow  
**NAYS:** None  
**ABSENT:** Payne  
**ABSTAIN:** None

**THEREUPON**, Mayor Lee Posey declared the Ordinance passed by a vote of 4 Ayes to 0 Nays this 9<sup>th</sup> day of May, 2016.

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

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

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



**CONFIDENTIAL**

**Fishers of Men National Tournament Trail Championship Agreement**

Memorandum of Agreement between the City of Natchitoches LA (host) and Fishers of Men Ministries Inc., a 501C-3 non-profit corporation located at 12 High Water Road, Bedford, IN 47421.

Whereas, the City of Natchitoches LA (host) is desirous of hosting and promoting a Fishers of Men Championship Bass Tournament at the Grand Ecore Boat Ramp on the Red River and,

Whereas, the parties do desire to enter into certain agreements concerning responsibilities in relation to said Tournament,

Now therefore, the parties do hereby agree and covenant as follows:

Fishers of Men shall conduct a bass tournament at the Grand Ecore Boat Ramp on the Red River on April 6, 7, and 8, 2017 with official practice days on April 1-5, 2017, and it is agreed between parties that Fishers of Men, in connection with the Tournament shall:

1. Stage and be responsible for all expenses incurred in connection with the Tournament, **with exception of those listed as the Host responsibility**
2. Provide rules and regulations for the Tournament and solicit and acquire all entries for the Tournament.
3. Pay the expenses for all personnel specifically engaged by Fishers of Men to work in connection with the Tournament.
4. Design, arrange, print and distribute the official schedule of events for the Tournament.
5. Brief, supervise and instruct all volunteers working in connection with the Tournament.
6. Cover the Tournament proceedings on [www.Fomntt.com](http://www.Fomntt.com) the official website of the Fishers of Men National Tournament Trail.
7. Provide Press Releases to all newspapers who request them within a 100 mile radius of the host site.

In return, the City of Natchitoches LA shall pay Fishers of Men a 20% down payment of the agreed upon hosting fee of \$25,000 within ten (10) working days of the signing of this contract with the balance due to be paid within ten (10) working days after the conclusion of the Tournament. The Host shall incur a one (1) percent daily delinquent charge after the conclusion of this ten (10) day period, and shall provide the following at no-cost to Fishers of Men:

1. Eight (8) complimentary motel/hotel rooms (or equivalent) with internet capabilities for the duration of the event. Arrival and departure dates to be determined by Fishers of Men, not to exceed 30 room nights.
  2. Complimentary meeting location suitable for handling a sit down meal for the agreed number of participants, guests, and staff.
  3. A meal for participants, guests, and staff on the evening of the pre-tournament meeting.
  4. Site review expenses for one person for one night to include travel and accommodations.
  5. Two (2) Port-a-Potties near the weigh-in site if no permanent facilities are present.
  6. Waste management services to include two (2) garbage cans at the weigh-in area.
  7. Nightly security at the weigh-in site for the duration of the event.
- In the event that the tournament is cancelled by either Fishers of Men or the host, a written cancellation agreement must be signed by both parties to void this agreement.
  - In the event that the tournament is cancelled by Fishers of Men prior to the date of the first official practice day, the host shall be entitled to a full refund of the 20% deposit to be paid within 30 days of the scheduled event dates.
  - In the event that the tournament is cancelled by Fishers of Men after the date of the first official practice day, Fishers of Men shall be entitled to retain the 20% deposit.
  - In the event that the tournament is cancelled by the host more than 12 months before the event dates, the host shall be entitled to a full refund of the 20% deposit.
  - In the event that the tournament is cancelled by the host less than 12 months before the event dates, Fishers of Men shall be entitled to retain the 20% deposit.

It is expressly agreed that neither party will incur any expenses in the name of the other party without the prior written consent of the other party, and that each party will be liable for payment of all expenses incurred by it, unless otherwise agreed to between the parties in writing.

At no time will the Host set up displays at any Fishers of Men function without prior permission of Fishers of Men. Fishers of Men reserves the exclusive right to approve all merchandise and concessions for the tournament.

The Host cannot assign, transfer or sell the sponsorship rights to this event to any other party without the prior written consent of Fishers of Men

The Host may use the Fishers of Men Logo in a form to be provided by Fishers of Men to promote itself as the Host of the Tournament. Each use of this Logo will be subject to Fishers of Men's approval

Neither party hereto is agent; employee or servant of the other, and this contract is made solely for the purpose of establishing the division of responsibilities in connection with this tournament and does not in any manner create a partnership between the parties hereto.



The following Ordinance was introduced by Mr. Stamey at the Natchitoches City Council meeting held on May 9, 2016 as follows:

**ORDINANCE NO. 020 OF 2016**

**AN ORDINANCE TO COMPLY WITH GASB STATEMENT 54 COMMITTING SPECIAL REVENUE FUND BALANCES**

**WHEREAS, the Governmental Accounting Standards Board (GASB) requires detail regarding Special Revenue fund balances, and**

**WHEREAS, the definition of a Special Revenue Fund is a fund used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specific purposes,**

**THEREFORE, the following Special Revenue Fund balance(s) are committed by the governing body of the City of Natchitoches to the specific purposes of each fund as detailed below:**

2015 REVENUE NOTE RESERVE FUND(Fund 084): To record revenue from downtown hotel (Chateau St. Denis) taxes and to service the debt for share of hotel construction.

CONSTRUCTION ACCOUNT – CHATEAU ST. DENIS (Fund 095): To record the debt issuance income and periodic partial payment of costs associated with share of downtown hotel construction.

DOMESTIC VIOLENCE PROGRAM 1 (Fund 217): To account for Federal grant funds and city matching funds and related expenses pertaining to the law enforcement program entitled, "Domestic Violence Program ". This program and fund takes the place of the "Knock Knock Grant".

**NOW, THEREFORE, BE IT ORDAINED** that the City of Natchitoches does hereby commit the above Special Revenue Fund balance(s) to the specific purposes as detailed above and as are appropriate for each fund.

**BE IT FURTHER ORDAINED** that any re-classification of any of the above Special Revenue Fund balance(s) must come before the governing body of the City of Natchitoches before any such fund balance can be committed to any other purpose not specified in this Ordinance.

The following Ordinance was introduced by Mr. Nielsen at the Natchitoches City Council meeting held on May 9, 2016 as follows:

**ORDINANCE NO. 022 OF 2016**

**AN ORDINANCE AMENDING ORDINANCE NO. 003 OF 2013 AND FURTHER AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, LEE POSEY, TO EXECUTE A LEASE IN FAVOR OF FLYING TIGER AVIATION, LLC, OF LOT 1A OF THE NATCHITOCHEs REGIONAL AIRPORT AS SHOWN ON THE AIRPORT LAYOUT PLAN OF APRIL 27, 2001, BY ALLIANCE INCORPORATED AND ADJACENT AREA AND FURTHER PROVIDING FOR ADVERTISING OF THE LEASE AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Natchitoches adopted Ordinance No. 003 of 2013, under which an area within the Natchitoches Regional Airport was designated for use by the Natchitoches Police Department for the location and placement of a mobile home to be occupied by a member of the City Police Department in order to increase security at the Airport; and

**WHEREAS FURTHER**, the area designated for use by the Natchitoches Police Department was described as being located on the Northeast side of Airport Road, directly across Airport Road from Lot 1A as shown on the Airport Layout Plan of April 27, 2001, and being approximately 160 feet North and South by 100 feet East and West, and being shown in red on the attached aerial photograph (sometimes hereinafter referred to as "Associated Parcel"); and

**WHEREAS FURTHER**, a mobile home owned by a member of the Natchitoches Police Force was placed in the Associated Parcel pursuant to the authority granted in the above ordinance, but that member of the Police Force has since retired and his mobile home has been removed; and

**WHEREAS FURTHER**, the City of Natchitoches is the owner of those lots shown on the Airport Layout Plan of April 27, 2001, which said lots are available for lease, and more particularly is the owner of Lot 1A as shown and depicted on the Layout Plan, said Lot 1A being approximately a 11,737 square foot area; and

**WHEREAS FURTHER**, the Mayor of the City of Natchitoches, Lee Posey, has negotiated the terms of a lease to Flying Tiger Aviation, L.L.C., of that property shown and depicted as Lot 1A on the Layout Plan as well as the associated asphalt apron and parking area, and the Associated Parcel; and

**WHEREAS FURTHER**, the terms of the lease are for a five (5) year period, with consideration of Three Thousand and no/100 (\$3,000.00) Dollars per month, all as more fully set forth in the attached Lease Agreement by and between the City of Natchitoches, and Flying Tiger Aviation, L.L.C.; and

**WHEREAS FURTHER**, the City desires to lease that property shown and depicted as Lot 1A on the Layout Plan and the associated asphalt apron and parking area, as well as the Associated Parcel, under the terms set forth above and more particularly set forth in the lease attached hereto; and

**WHEREAS FURTHER**, the City further desires to amend Ordinance No. 003 of 2013 to release the area described therein, to be replaced with another parcel of ground in the Natchitoches Regional Airport which replacement parcel of ground to be identified in the future; and

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

(1) Ordinance No. 003 of 2013 is hereby amended to remove and release the above described Associated Parcel from the effects of that Ordinance, reserving the right to designate another area for use by the Natchitoches Police Department in the future.

(2) That after due proceedings and advertisement, the said City does lease that property described as a 11,737 square foot area, more fully shown and depicted as Lot 1A on the Airport Layout Plan of April 27, 2001, together with the associated asphalt apron and parking area, and the Associated Parcel, to Flying Tiger Aviation, L.L.C., for the term of five (5) years, with a monthly rental of Three Thousand and no/100 (\$3,000.00) Dollars.

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

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

(5) That the Mayor, Lee Posey, be and he is hereby authorized, after due proceedings had, and after the legal delays have run, to execute a lease in favor of Flying Tiger Aviation, L.L.C., leasing that property more fully shown and depicted as Lot 1A on the Airport Layout Plan of April 27, 2001, together with the associated asphalt apron and parking area, and the Associated Parcel, for the term of five (5) years, with the monthly rental of Three Thousand and no/100 (\$3,000.00) Dollars.

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

(6) That the City takes cognizance of the fact that the property described above is not needed for public purposes by the City.

**THIS ORDINANCE** was introduced on this the 9<sup>th</sup> day of May, 2016.

STATE OF LOUISIANA

PARISH OF NATCHITOCHE

**LEASE AGREEMENT**

**BE IT KNOWN** that this agreement is made and entered into on this the day of \_\_\_\_\_, 2016, before the undersigned Notaries Public and subscribing witnesses, by and between:

**THE CITY OF NATCHITOCHE, LOUISIANA**, a Municipal Corporation, with mailing address of P. O. Box 37, Natchitoches, Louisiana, 71458-0037, represented herein by Lee Posey, Mayor, pursuant to the authority granted by Ordinance No. \_\_\_\_\_, of 2016 adopted by the City Council of the City of Natchitoches on the \_\_\_ day of \_\_\_\_\_, 2016, the City of Natchitoches hereinafter referred to as the "**LESSOR**",

**AND**

**Flying Tiger Aviation, L.L.C.**, a Louisiana limited liability company, with mailing address of 6376 Airport Road, Bastrop, Louisiana 71220, represented herein by \_\_\_\_\_, hereinafter referred to as the "**LESSEE**",

who declared as follows, to-wit:

**1.**

That for and in consideration of the rents, covenants, and agreements herein set out, to be faithfully paid, kept and performed by Lessee, Lessor hereby leases and lets to said lessee the following plot of ground, to-wit:

A certain parcel or tract of land, located in the Natchitoches Regional Airport, containing 11,737 square feet, more or less, and as more particularly described and shown as Lot 1A on the Airport Layout Plan of April 27, 2001, prepared by Alliance Incorporated, together with asphalt surfaced open space and adjoining parking areas, all as shown in yellow on the attached map.

**2.**

The rental shall be Three Thousand and no/100 (\$3,000.00) Dollars, per month during the term of the lease. The rental consideration is for the use of said tract and the privileges incidental thereto. The monthly rent shall be payable in advance each month with the first payment being paid herewith, receipt of which is acknowledged. Successive monthly rental

payments shall be due on the first day of each month throughout the term of this lease.

All payments are to be made to the order of the City of Natchitoches, at the City Hall.

3.

The term of this lease shall be for a five year period, from \_\_\_\_\_ 1, 2016, through \_\_\_\_\_ 31, 2021.

4.

Lessee may not assign the lease, or sub-let the lease, or transfer same in any manner, without the prior consent of the City Council, with the advice and consent of the Natchitoches Regional Airport Advisory Commission.

5.

It is understood and agreed that the leased premises are a part of the Natchitoches Regional Airport and nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 (A) of the Civil Aeronautics Act of 1958. It is understood and agreed that Lessee shall have the privilege of use of runways, taxi strips and parking space without additional charges.

Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions that would limit the usefulness of the Airport or constitute a hazard to aircraft.

6.

The premises shall be used by Lessee only for the purpose operation of a flight school, with associated use such as storage, rental, maintenance and servicing of aircraft and equipment owned by Lessee, Sub-Lessees or their respective subsidiary and affiliated companies and for no other purpose without Lessor's prior consent.

7.

Lessee shall have the privilege to make improvements to the hanger located upon said premises or plot of ground for its private use, as stated herein. It is provided, however, that plans and specifications for the improvements to the hangar should be submitted to the City for approval prior to commencing construction. It is understood that Lessee shall abide by the Sanitary Code of the City of Natchitoches, and any other codes proscribed by the City. Lessee

shall have the right and privilege of installing electricity, water, gas and telephone at its cost. It is expressly agreed between the parties that any building or other structures erected by Lessee shall remain the property of Lessee at the expiration of this lease, or extension thereof, provided however, that Lessor shall have the right and option to purchase such buildings from Lessee at the expiration or earlier termination of this lease at a sum to be determined by three appraisers, one to be selected by Lessor and one by Lessee, and one selected by the appraisers. If the City does not exercise its said right and option, to purchase the property within thirty (30) days after the expiration or earlier termination of this lease, Lessee has the right to remove the building, or sell or lease such improvements to any subsequent lessee of such premises, within sixty (60) days after Lessee's receipt of such written notice, in default of which all buildings and improvements of every kind left on the land shall become exclusive property of the City. Lessee shall have the right to sub-lease, including buildings which it erects at its own expense, provided that the sub-lease, shall take such premises subject to the terms and conditions of this lease, and provided the City approves the sub-lease in writing.

Lessee will carry fire, windstorm and tornado insurance on any buildings erected on the leased premises, and Lessor shall have no responsibility for any buildings or improvements erected on the premises during the term of this lease.

**8.**

Lessee shall pay all costs of electric current, water and all fuel used at and upon the said above described premises, and shall be responsible for the maintenance of the yard and premises.

**9.**

Lessee shall not store or sell gasoline or aviation fuel on the leased premises.

**10.**

As a part of the consideration for this lease, Lessee covenants and agrees to maintain all buildings located thereon in a good and safe condition and as neat and clean as practicable, reasonable wear and tear excepted, and no noxious activities shall be conducted on the premises. The Lessor shall be responsible for any repairs for any structural component of the building including the walls and roof. The Lessor shall also be responsible for any major repairs to the heating and air conditioning system, major repair being defined as any repair in excess of

\$300.00.

Lessor, its agents and assigns, shall have the right to enter the leased premises after reasonable notice at any reasonable time throughout the term of this lease for any reasonable purpose, including inspection of the general condition and state of repair of the leased premises.

**11.**

Lessee agrees to observe and obey during the term of this lease all laws, ordinances, rules and regulations promulgated and enforced by any proper authority having jurisdiction over the conduct and operation of the Airport and aircraft using it.

**12.**

This lease cannot be modified or changed except upon written agreement of the parties hereto.

**13.**

This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. This lease is further subject to the approval and any requirements imposed by the FAA or any other governmental agency having jurisdiction over the Natchitoches Regional Airport, and shall be subordinate thereto.

**14.**

During the time of war or National emergency, Lessor shall have the right to lease any part hereof to the United States Government for Military or Naval use, and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

**15.**

If Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants or conditions for a period of thirty (30) days after written notices to cease such violations, Lessor may at once, if it so elects, terminate this lease and take possession of the premises. In the event of such termination, Lessee, at its option, may remove any buildings, tanks, pumps, or other structures or facilities (except paved area) within sixty (60) days after

such termination.

**16.**

Lessee hereby covenants and agrees to have or obtain, and maintain in force, a policy or policies of insurance reasonably satisfactory to Lessor sufficient in form to protect Lessor and the public against damages and liability arising from the operations of lessee in an amount of \$500,000 for each person, and \$1,000,000 for each incident against bodily injury liability, and the sum of \$200,000 for each accident resulting in damage to property. This paragraph shall apply separately to each Lessee.

**17.**

In the event that Lessor, in the development of its regional airport, should require the leased premises for other purposes, Lessor shall have the right and obligation to provide other suitable and comparable premises for Lessee; provided, however, Lessor shall pay to Lessee all costs of removal to the new location or locations, either by constructing similar facilities at the new location or by paying the cost of moving and re-erecting the hangar and other facilities of Lessee, such costs to include the full replacement cost of those items which cannot be economically moved.

**18.**

Lessee, in exercising any of the rights or privileges herein granted to it, shall not, on the grounds of race, color, or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation, a copy of which is on file in the Airport Manager's office. Lessor is hereby granted the right to take such action, anything to the contrary herein notwithstanding, as the United States may direct to enforce this non-discrimination covenant.

**IN WITNESS WHEREOF**, the City of Natchitoches, in the presence of the undersigned witnesses and Notary Public, executed this Lease on this \_\_\_\_\_ day of \_\_\_\_\_ 2015, at Natchitoches, Louisiana.

\_\_\_\_\_  
**WITNESS**

**CITY OF NATCHITOCHES,  
LOUISIANA**

By: \_\_\_\_\_  
**LEE POSEY, MAYOR**

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
Signature of Notary Public  
\_\_\_\_\_  
Printed name of Notary Public  
Notary No. \_\_\_\_\_

**STATE OF LOUISIANA  
PARISH OF ORLEANS**

**IN WITNESS WHEREOF**, \_\_\_\_\_, on behalf of Flying Tiger Aviation, L.L.C., in the presence of the undersigned witnesses and Notary Public, executed this Lease on this \_\_\_ day of \_\_\_\_\_, 2016, at \_\_\_\_\_, State of Louisiana.

**Flying Tiger Aviation, L.L.C.**

**WITNESS**  
\_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
Signature of Notary Public  
\_\_\_\_\_  
Printed name of Notary Public  
Notary No. \_\_\_\_\_

Elvira Tiger Aviation

Google earth

©2009 Google



200 ft



The following Ordinance was introduced by Mr. Mims at the Natchitoches City Council meeting held on May 9, 2016 as follows:

**ORDINANCE NO. 023 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 001: General Fund</u></b>			
001-0000-491-01-00 Transfer In From Reserves	-	400,000	400,000
001-5800-580-45-64 Transfer Out - To Health Care Fund	-	400,000	400,000
<b><u>Fund 002: Utility Fund</u></b>			
002-0000-491-02-00 Transfer In - From Reserves	2,362,171	500,000	2,862,171
002-6600-660-45-64 Transfer Out - To Health Care Fund	50,000	500,000	550,000
<b><u>Fund 011: Hazard Tax Fund</u></b>			
011-0000-591-90-03 Vehicles	41,000	50,000	91,000
<b><u>Fund 012: Sales Tax Police</u></b>			
012-0000-591-30-16 Tool & Equipment	3,000	16,600	19,600
012-0000-591-35-37 Dues	2,500	5,000	7,500
012-0000-591-90-51 Improvements/Bldgs & Grounds	-	30,000	30,000
<b><u>Fund 025: Drug Recovery Fund</u></b>			
025-0000-591-20-17 Computer Software Maint.	1,000	1,500	2,500
025-0000-591-30-13 Bldg. & Ground Maint.	0	3,000	3,000
025-0000-591-30-22 Medical	0	1,000	1,000
025-0000-591-35-36 Informant Fees	4,600	6,000	10,600
<b><u>Fund 026: LAC/Traffic Enforcement Program Fund</u></b>			
026-0000-446-10-00 Traffic Tickets	55,000	(10,000)	45,000
026-0000-591-35-55 Operating Services - District Atty	27,500	(10,000)	17,500
<b><u>Fund 027: Prisoner Bond Release Fund</u></b>			
027-0000-591-26-03 Bldgs & Grounds	-	4,000	4,000
027-0000-591-30-29 Computer Software	-	3,000	3,000
<b><u>Fund 040: Events Center Operations Fund</u></b>			
040-0000-480-01-00 Facility Rent	150,000	(100,000)	50,000
040-0000-480-04-00 Catering	80,000	(60,000)	20,000
040-0000-480-06-00 Equipment Rentals	50,000	(30,000)	20,000
040-0000-491-01-00 Transfers	250,000	(150,000)	100,000

040-0000-591-10-01 Admin	87,640	(50,000)	37,640
040-0000-591-25-02 Electric	81,000	(60,000)	21,000
040-0000-591-25-04 Gas	24,000	(20,000)	4,000
040-0000-591-26-24 Maint. Contract	25,600	(13,100)	12,500
040-0000-591-35-60 Rentals/Equip	25,000	(18,000)	7,000
040-0000-591-35-68 Catering	4,000	(4,000)	-
040-0000-591-90-02 Machinery & Equip	5,117	(5,117)	-

**Fund 062: Animal Shelter**

062-0000-443-00-00 Animal Shelter	5,000	(3,000)	2,000
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**Fund 064: NW Law Enforcement Plan Agency**

064-0000-591-40-02 Travel/Per Diem/Hotel	2,000	3,000	5,000
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**Fund 074: Capital Projects Sales Tax Fund**

074-0000-591-45-78 Transfer Out to Sales Tax Rededication Fund	-	9,200,000	9,200,000
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**Fund 070: Sales Tax Rededication Fund**

070-0000-414-00-00 Rededication - Sales Tax	-	300,000	300,000
070-0000-491-74-00 Transfer In from Capital Projects Sales Tax	-	9,200,000	9,200,000
070-0000-591-20-03 Contractual Services - Engineering	-	500,000	500,000
070-0000-591-90-31 Capital Assets - Streets	-	500,000	500,000
070-0000-591-90-51 Capital Improvements - Buildings and Grounds	-	1,000,000	1,000,000
070-0000-591-90-56 Capital Assets - Drainage	-	500,000	500,000

**Fund 093: Community Program Fund**

093-0000-591-30-53 Family Day in the Park	500	1,500	2,000
093-0000-591-30-55 Summer Day Camps	5,000	1,600	6,600

**Fund 114: Downtown Parking**

114-0000-591-20-13 Construction	350,000	100,000	450,000
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**Fund 122: LCDBG**

122-0000-432-09-00 State Grant	600,000	(600,000)	-
122-0000-491-72-00 Transfer from St. Overlay Fund	201,025	(201,025)	-
122-0000-591-20-13 Construction	679,165	(679,165)	-

**Fund 131: State Office of Cultural Development**

131-0000-491-09-00 Local Grant	5,000	(4,000)	1,000
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**Fund 135: Texas & Pacific Railway**

135-0000-432-09-00 Grant	-	25,000	25,000
135-0000-591-20-13 Construction	-	24,000	24,000
135-0000-591-35-42 Licenses/Permits	-	1,000	1,000

**Fund 136: East Natchitoches Bypass, Proj. 1**

136-0000-432-09-00 State Grant	5,640,000	(5,640,000)	-
136-0000-591-20-03 Engineering Services	5,640,000	(5,640,000)	-

**Fund 138: S. Natchitoches Drainage Improvements**

138-0000-432-09-00 State Grant	1,050,000	(1,050,000)	-
138-0000-491-71-00 Transfers from Capital Improvements	350,000	(350,000)	-
138-0000-591-20-03 Engineering Services	140,000	(140,000)	-
138-0000-591-20-13 Construction	1,260,000	(1,260,000)	-

**Fund 147: Blanchard Road Development**

147-0000-432-09-00 State Grant	100,000	(100,000)	-
147-0000-591-20-03 Engineering Services	100,000	(100,000)	-

**Fund 205: Asst. FF Grant/Reg**

205-0000-433-09-00 Grant	-	302,572	302,572
205-0000-491-11-00 Transfer from Hazard Tax Fund	-	19,160	19,160
205-0000-591-30-16 Tools and Equipment	-	321,732	321,732

**Fund 217: Domestic Violence Program 1**

217-0000-433-09-00 Grant	-	32,315	32,315
217-0000-591-10-50 Overtime	-	30,000	30,000
217-0000-591-11-03 Police Retirement	-	2,315	2,315

**Fund 311: Health Care Fund**

311-0000-483-00-00 Insurance Recovery	75,000	350,000	425,000
311-0000-484-05-00 Drug Rebates	20,000	50,000	70,000
311-0000-491-01-00 Transfer In - From General Fund	-	400,000	400,000
311-0000-491-02-00 Transfer In - From Utility Fund	50,000	500,000	550,000
311-0000-491-03-12 Transfer In - From Workmen's Comp Fund	-	100,000	100,000
311-0000-491-03-14 Transfer In - From Liability Fund	-	200,000	200,000
311-0000-591-40-09 Insurance Claims	1,500,000	1,533,000	3,033,000

**Fund 312: Workman's Comp**

312-0000-591-20-02 Attorneys	5,000	10,000	15,000
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**Fund 314: Liability Insurance Fund**

314-0000-591-26-03 Bldgs & Grounds	-	4,000	4,000
314-0000-591-26-31 FEMA Repairs	-	50,000	50,000

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

**RESOLUTION NO. 027 OF 2016**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
CHANGE ORDER NO. ONE TO THE AGREEMENT BETWEEN  
THE CITY OF NATCHITOCHEES AND PETRON, LLC FOR  
SCHEDULE I, CONSTRUCTION OF NEW FUEL FARM AND SCHEDULE II,  
REMOVAL OF UNDERGROUND STORAGE TANKS AT THE  
NATCHITOCHEES REGIONAL AIRPORT  
LA DOTD PROJECT NOS. H.011252.**

**(BID NO. 0569)**

**WHEREAS**, the City of Natchitoches (CITY) awarded the bid to **Petron, LLC** (CONTRACTOR) by Ordinance No. 044 of 2015 in the amount of \$386,718.00 for Schedule I, Construction of New Fuel Farm and Schedule II, Removal of Underground Storage Tanks at the Natchitoches Regional Airport; and

**WHEREAS**, on April 20, 2016 CONTRACTOR issued Change Order No. One fully described in attached Exhibit C.O. - One; and

**WHEREAS**, the contract sum will be increased by this Change Order No. One in the amount of \$7,588.81 and the revised contract total will be \$394,306.81; and

**WHEREAS**, the contract time will be increase by this Change Order No. One in the amount of 2 weeks and the revised contract time will be 22 weeks; and

**WHEREAS**, the project engineer, Mike Corkern of Airport Development Group Inc. has recommended this change order; and

**WHEREAS**, the City is of the opinion that Change Order No. One is in the best interest of the City.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to execute the referenced Change Order No. One to the agreement between the City of Natchitoches and the Contractor.

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

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

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 9<sup>th</sup> day of May, 2016.

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

CHANGE ORDER NO. ONE

State of Louisiana  
Airport Name: Natchitoches Regional Airport  
City: Natchitoches

LA DOTD Project No. H.011252  
Contractor: Petron, LLC.  
Schedule No. I and II

To Petron, LLC. contractor.

You are hereby ordered to make the following change in the plans and/or specifications for the above designated Project:

1. Description of change to be made:  
Make changes as described in your attached quote to relocate the credit card reader and both the Jet "A" and 100LL fuel dispensers to a centralized island from their current location.
2. Reason for ordering change:  
Requested by the City of Natchitoches over concerns of fuel truck operations.
3. Settlement for the cost of the above change is to be made as follows:  
See Attached letter from Petron.
4. Contract Time:
  - Original Contract Time 20 weeks
  - Current Contract Time 20 weeks
  - Net increase this Change Order 2 weeks
  - New Contract Time 22 weeks
5. Summary of Costs:
  - Original Contract Amount:
    - Schedule I (Construct New Fuel Farm) \$352,126.00.00
    - Schedule II (Removal of Existing Underground Storage Tanks) \$34,592.00
  - Total: \$386,718.00
  - Net increase of this Change Order: \$7,588.81
  - Total increase of all previous Change Orders: \$0.00
  - Total increase of all change orders to this date: \$7,588.81
  - Total Estimated Contract Costs:
    - Schedule I and II \$394,306.81
  - Total: \$394,306.81**

Prepared by: Walter R. J. Project Manager 4/20/16  
ADG Representative (ACE C&D) Title Date

Agreed to by: Joe Pera Mayor 5/10/16  
Sponsor's Authorized Rep. Title Date

Agreed to by: Ralph Smith Inst. Manager 4/25/16  
Contractors Authorized Rep. Title Date



**PETRON, L.L.C.**  
**General Contractor**

**NATCHITOCHEs AIRPORT DISPENSER RELOCATION**

This quote is to relocate the existing dispensers to the center of the old tank location. This quote includes a new 20' island form, additional piping and fittings for fuel line, concrete for island form, new conduit and wiring from the new h frame in the existing contract, and additional labor and travel expense for the change. It is my assumption that at the point of the relocation of the dispensers Petron will need a minimum of 5 days for the tank removal and sample return and 5 days for the connection of the lines to the new dispenser location and resetting the dispensers. In this transition Petron will make every effort to minimize this time but with the existing tank having to be removed it is no way to have the fuel system up and going before the old system is removed.

MATERIAL: \$4,086.45  
15% MARKUP : \$562.36  
MILEAGE : \$ 240.00  
LABOR: \$2,700.00

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TOTAL: \$7,588.81

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

**RESOLUTION NO. 028 OF 2016**

**RESOLUTION AUTHORIZING MAYOR LEE POSEY TO EXECUTE AN AGREEMENT WITH THE LOUISIANA OFFICE OF COMMUNITY DEVELOPMENT FOR THE 2015-2016 COMMUNITY WATER ENRICHMENT FUND GRANT APPLICATION FOR IMPROVEMENTS TO THE NATCHITOCES WATER SYSTEM.**

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

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

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

**WHEREAS**, the City of Natchitoches upon recommendation of its Utility Director, desires to apply for funding under the 2015-2016 Community Water Enrichment Fund.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Natchitoches, that it does hereby authorize and direct the Honorable Lee Posey, Mayor, to sign any and all documents relating to the execution of the grant application for additional submersible mixer to 1 – million gallon finished water storage tank.

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

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

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 9<sup>th</sup> day of May, 2016.

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

**OFFICE OF COMMUNITY DEVELOPMENT**  
**COMMUNITY WATER ENRICHMENT FUND**



**Grant Application Package**

**FISCAL YEAR 2015 -2016**



**Division of Administration**  
**Office of Community Development**  
**P.O. Box 94095**

**Baton Rouge, LA 70804-9095**

**Tel: (225)342-7412**

**Fax: (225)342-1947**

**Website: <http://www.doa.la.gov/Pages/ocd/Index.aspx>**

# PROJECT DESCRIPTION

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

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

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

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

Addition of submersible mixer to 1-million gallon finished water storage tank

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

Submersible mixer \$35,200.00

Labor & Materials to Install \$14,800.00  
Total \$50,000.00

**COMMUNITY WATER ENRICHMENT FUND  
2015-2016 GRANT APPLICATION**

**COVER PAGE**

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

**GOVERNMENTAL FISCAL AGENCY:** (Name of Municipality or Parish)

City of Natchitoches

**ADDRESS OF LOCAL GOVERNMENT:**

P. O. Box 37

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

Natchitoches, La 71457

**NAME OF WATER SYSTEM BEING IMPROVED**

Natchitoches Utilities (PWS ID# 1069007)

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

Lee Posey, Mayor

**CONTACT PERSON** (if different from the head of government)

Bryan Wimberly

PHONE: 318-357-3850

FAX: 318-352-0860

**EMAIL ADDRESS:** bwimberly@natchitochesla.gov

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

Byan Wimberly

**AMOUNT REQUESTED:** \$ 50,000

**FEDERAL TAX IDENTIFICATION NUMBER:**

72-60000931

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

**RESOLUTION NO. 029 OF 2016**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 2 TO THE CONTRACT BETWEEN THE CITY OF NATCHITOCHEES AND T. L. CONSTRUCTION, LLC. FOR THE 2015 CITY STREETS PROJECT**

**(BID NO. 0568)**

**WHEREAS**, the City of Natchitoches (CITY) awarded the bid to T. L. Construction, LLC., (CONTRACTOR) on June 22, 2015 by Ordinance No. 033 of 2015 in the amount of \$1,068,119.60 for the 2015 City Streets Project, (Bid No. 0568); and

**WHEREAS**, on May 4, 2016, CONTRACTOR issued Change Order No. 2, for the purpose of reconciling final quantities, fully described in Attachment "A"; and

**WHEREAS**, the contract sum will be decreased by this Change Order No. 2 in the amount of \$ 34,453.33 and the revised contract total will be \$1,153,304.87; and

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

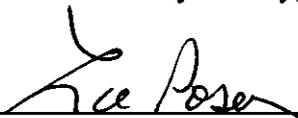
**WHEREAS**, the CITY is of the opinion that Change Order No. 2 is in the best interest of the CITY.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to execute the referenced Change Order No. 2 to the agreement between the City of Natchitoches and the Contractor, T. L. Construction, LLC.

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

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

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 9<sup>th</sup> day of May, 2016.

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

Date of Issuance: May 4, 2016  
 Owner: City of Natchitoches  
 Contractor: T L Construction, LLC  
 Engineer: Cothren, Graff, Smoak Engineering, Inc.  
 Project: 2015 City Streets project

Effective Date: May 12, 2016  
 Owner's Contract No.:  
 Contractor's Project No.:  
 Engineer's Project No.: 14.076  
 Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: Reconciliation of final quantities

Attachments: Final Quantities Spreadsheet

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ <u>1,068,119.60</u>	Original Contract Times: Substantial Completion: <u>90</u> Ready for Final Payment: <u>135</u> days or dates
[Increase] [ <del>Decrease</del> ] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> :  \$ <u>119,638.60</u>	[Increase] [ <del>Decrease</del> ] from previously approved Change Orders No. <u>   </u> to No. <u>   </u> : Substantial Completion: <u>                    </u> Ready for Final Payment: <u>                    </u> days
Contract Price prior to this Change Order:  \$ <u>1,187,758.20</u>	Contract Times prior to this Change Order: Substantial Completion: <u>90</u> Ready for Final Payment: <u>135</u> days or dates
[ <del>Increase</del> ] [Decrease] of this Change Order:  \$ <u>34,453.33</u>	[Increase] [ <del>Decrease</del> ] of this Change Order: Substantial Completion: <u>                    </u> Ready for Final Payment: <u>                    </u> days or dates
Contract Price incorporating this Change Order:  \$ <u>1,153,304.87</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>90</u> Ready for Final Payment: <u>135</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>[Signature]</u>	Title: <u>Mayor</u>	Title: <u>President</u>
Date: <u>V.P. 6-14-16</u>	Date: <u>6/16/16</u>	Date: <u>5-26-16</u>

Approved by Funding Agency (if applicable)

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

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

**RESOLUTION NO. 030 OF 2016**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CERTIFICATE OF SUBSTANTIAL COMPLETION TO THE CONTRACT BETWEEN THE CITY OF NATCHITOCHEES AND T. L. CONSTRUCTION, LLC FOR THE 2015 CITY STREETS PROJECT**

**BID No. 0568**

**WHEREAS**, the City of Natchitoches has contracted with T. L. Construction, LLC for construction of the 2015 City Streets 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 the 2015 City Streets Project.

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

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

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 9<sup>th</sup> day of May, 2016.

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

**CERTIFICATION ON BACK**

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

**OWNER:** CITY OF NATCHITOCHEs

**CONTRACTOR:** T. L. CONSTRUCTION, LLC

**CONTRACT DATE:** JUNE 24, 2015

**CONTRACT FOR:** CITY OF NATCHITOCHEs

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2015 CITY STREET PROJECT

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**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

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**TO:** CITY OF NATCHITOCHEs  
(Owner)

**and TO:** T. L. CONSTRUCTION, LLC  
(Contractor)

**Date of Substantial Completion:** MAY 2, 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 may be 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: MAY 4, 2016

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

**RESOLUTION NO. 031 OF 2016**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONTRACT BETWEEN THE CITY OF NATCHITOCHEES AND SUNSTREAM, INC. FOR THE ELECTRICAL DISTRIBUTION ALONG PARKWAY AND HOWELL**

**(BID NO. 0572)**

**WHEREAS**, the City of Natchitoches (CITY) awarded the bid to Sunstream, Inc., (CONTRACTOR) on November 9, 2015 by Ordinance No. 055 of 2015 in the amount of \$68,708.78 for the Electrical Distribution Along Parkway and Howell Project, (Bid No. 0572); and,

**WHEREAS**, on May 4, 2016, CONTRACTOR issued Change Order No. 1 for the purpose of reconciling final quantities, fully described in Attachment “A”; and

**WHEREAS**, the contract sum will be increase by this Change Order No. 1 in the amount of \$11,134.94 and the revised contract total will be \$79,843.72; and,

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to execute the referenced Change Order No. 1 to the agreement between the City of Natchitoches and the Contractor, Sunstream, Inc.

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

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

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 9<sup>th</sup> day of May, 2016.

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



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

**RESOLUTION NO. 032 OF 2016**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CERTIFICATE OF SUBSTANTIAL COMPLETION TO THE CONTRACT BETWEEN THE CITY OF NATCHITOCHEs AND SUNSTREAM, INC. FOR THE ELECTRICAL DISTRIBUTION ALONG PARKWAY AND HOWELL PROJECT**

**BID NO. 0572**

**WHEREAS**, the City of Natchitoches has Contracted with Sunstream, Inc. for construction of the Electrical Distribution Along Parkway and Howell 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 Electrical Distribution Along Parkway and Howell Project.

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

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

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 9<sup>th</sup> day of May, 2016.

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

CERTIFICATION ON BACK

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER: CITY OF NATCHITOCHE

CONTRACTOR: SUNSTREAM, INC.

CONTRACT DATE: DECEMBER 23, 2015

CONTRACT FOR: CITY OF NATCHITOCHE

BID NO. 0572 – ELECTRICAL DISTRIBUTION ALONG PARKWAY AND HOWELL

**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 NATCHITOCHE  
(Owner)

and TO: SUNSTREAM, INC.  
(Contractor)

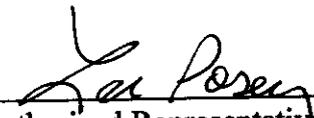
Date of Substantial Completion: MAY 2, 2016

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.

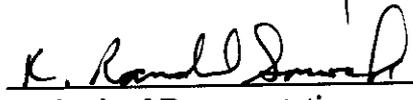
A tentative list of items to be completed or corrected may be appended hereto. This list may not be exhaustive, and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the contract documents. These items shall be completed 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:      MAY 4, 2016

**CERTIFICATION ON BACK**

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

**OWNER:** CITY OF NATCHITOCHEs

**CONTRACTOR:** WORLDWIDE INDUSTRIES CORP.

**CONTRACT DATE:** DECEMBER 21, 2015

**CONTRACT FOR:** CITY OF NATCHITOCHEs

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BID NO. 0571 – LA 1 BYPASS GROUND STORAGE TANK REHABILITATION

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**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

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**TO:** CITY OF NATCHITOCHEs  
(Owner)

**and TO:** WORLDWIDE INDUSTRIES CORP.  
(Contractor)

**Date of Substantial Completion:** APRIL 15, 2016

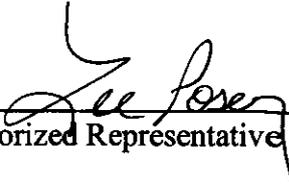
The Work performed under this contract has been inspected by authorized representatives of the Owner, Contractor and Engineer, and the Project (or specified part of the Project, as indicated above) is hereby declared to be substantially completed on the above date.

A tentative list of items to be completed or corrected may be 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:       MAY 4, 2016

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

**RESOLUTION NO. 033 OF 2016**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CERTIFICATE OF SUBSTANTIAL COMPLETION TO THE CONTRACT BETWEEN THE CITY OF NATCHITOCHEES AND WORLDWIDE INDUSTRIES CORPORATION FOR THE HWY 1 BYPASS GROUND STORAGE TANK REHABILITATION PROJECT.**

**BID NO. 0571**

**WHEREAS**, the City of Natchitoches has contracted with Worldwide Industries Corporation for construction of the Hwy 1 Bypass Ground Storage Tank Rehabilitation Project; and

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

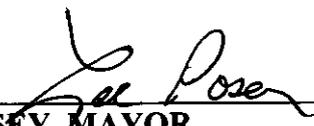
**WHEREAS**, a substantial completion inspection has been performed by the Engineer and a representative of the Utility Department for the City of Natchitoches, and they find the project to be complete.

**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 Hwy 1 Bypass Ground Storage Tank Rehabilitation Project.

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

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

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 9<sup>th</sup> day of May, 2016.

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

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

**RESOLUTION NO. 034 OF 2016**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATCHITOCHES, EXPRESSING SUPPORT OF THE FEDERAL RAILROAD ADMINISTRATION'S PROPOSED RULEMAKING (DOCKET NO. FRA-2014-0033) DATED MARCH 15, 2016, AS IT RELATES TO PROVISIONS THAT ESTABLISH A MINIMUM OF TWO CREWMEMBERS FOR CERTAIN RAILROAD OPERATIONS.**

**WHEREAS**, freight trains travel through many of Louisiana's cities, towns, and villages on a regular basis, transporting dangerous cargo, such as hazardous chemicals and oil; and

**WHEREAS**, Louisiana's mayors are dedicated to ensuring the safe operation of freight trains within their municipal limits, thereby warranting that such trains are adequately manned by a sufficient number of crew members to address emergency situations; and

**WHEREAS**, Louisiana mayors are concerned that the advent of recent technology, such as Positive Train Control (PTC), may allow the rail industry to increasingly man trains with less than two-person crews without due consideration for safety risks or without implementing risk mitigating actions that the FRA may deem necessary; and

**WHEREAS**, the Federal Railroad Administration (FRA) has issued a Notice of Proposed Rulemaking (FRA-2014-0033) that, among other initiatives, establishes minimum requirements for the size of train crews based on the type of operation at issue (such as hauling freight); and

**WHEREAS**, the proposed rulemaking establishes a minimum requirement of two crewmembers for certain railroad operations, while also setting forth the roles and responsibilities of the second crewmember on a moving train, thereby promoting safe and effective teamwork; and

**WHEREAS**, the City of Natchitoches supports this proposed rulemaking based on the two crewmember requirement for freight and passenger trains that carry hazardous cargo, or travel at excessive speeds through Louisiana's municipalities; and

**WHEREAS**, in the interest of public safety, the City of Natchitoches suggests that the proposed FRA rule should expressly provide that two-member crews on freight trains hauling hazardous cargo are required throughout the country when those trains are travelling through the incorporated limits of municipalities.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Natchitoches, at its regularly convened meeting on the 9<sup>th</sup> day of May, 2016, respectfully request that upon receipt of this resolution by the Federal Railroad Administration, the contents of this resolution be included as the official comments of the City of Natchitoches to proposed rule FRA-2014-0033 (RIN 2130-AC48).

**BE IT FURTHER RESOLVED** that copies of this resolution shall be transmitted to the Louisiana Congressional Delegation.

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

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

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 9<sup>th</sup> day of May, 2016.

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

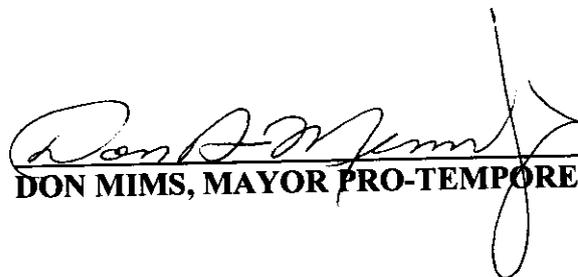
The next scheduled City Council meeting will be May 23, 2016.

The offices of the City of Natchitoches will be **closed** on **Monday, May 30, 2016** for Memorial Day.

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

The meeting was adjourned at 6:08 p.m.

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

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