

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
JUNE 8, 2015
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 MAY 26, 2015**
5. **SPECIAL RECOGNITION: Dr. Thomas Burns**

6. **PLANNING & ZONING – FINAL:**

#030 Morrow Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows:

Lot Containing 0.233 Acres Being A Portion Of An 8.75 Acre Tract Located In Westwood Commercial Lots In Section 40, Township 9 North-Range 8 West, Shown On A Survey Recorded At Map Slide 643-B From B-3 Commercial To Additional B-A Zoning To Sell Beverages Of High And Low Alcoholic Content For Consumption On Premise. **Los Nopales, LLC d/b/a El Patio Mexican Grill (5412 University Parkway)**

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

Lot 86 Feet Front, East Side 2nd Street, North By Johnson, East By Bayou Amulet, South By Pace From R-1 Residence To R-2 Residence Multiple Family To Convert A Garage Into An Apartment. **Gary Griggs (335 Second Street)**

#032 Payne Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows:

Lot 60 Feet Front West Side 4th Street North And South By Brown Between Buard Street and Pavie Street (Being A Portion Of Lots 100 And 101 Of Fleury Plat) From R-2 Residence Multiple-Family To R-2 Special Exception To Operate Counseling/Administration Office. **Jennifer Johnson Karle (830 Fourth Street)**

7. **ORDINANCE - FINAL:**

#029 Nielsen Ordinance Authorizing The City To Lease To Frank R. Hall And Sidonia B. Hall A Tract of Land Being That Portion Sidney Street Situated Between Jefferson Street And Cane River Lake, Setting The Terms And Conditions Of Same, And Authorizing The Execution Of The Lease By The Mayor, Lee Posey, After Due Compliance With The Law, And Further Providing For Advertising Of The Lease And An Effective Date

8. **ORDINANCES - INTRODUCTION:**

#033 Stamey Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For The 2015 City Street Project (**Bid No. 0568**)

#034 Nielsen Ordinance Authorizing The Mayor Of The City Of Natchitoches, Louisiana, To Enter Into A Memorandum Of Understanding With The Natchitoches Community Alliance Foundation, Inc., Which Said Memorandum Provides For Services To Be Provided By The Natchitoches Community Alliance Foundation, Inc., Providing For A Three Year Term, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance

9. **RESOLUTIONS:**

#047 Morrow Resolution Appointing Michael D. Lewis To The City Planning Commission For The City Of Natchitoches

#048 Payne Resolution Authorizing The Mayor To Enter Into A Contract With Arthur J. Gallagher Risk Management Services For The One Beacon Insurance Group Casualty Package Insurance Renewal Effective June 30, 2015 Through June 20, 2016

#049 Nielsen Resolution Authorizing The Mayor To Enter Into A Contract With Arthur J. Gallagher Risk Management Services For The Tenant User Liability Insurance Policy For The Natchitoches Events Center And Beau Jardin For The City Of Natchitoches

#050 Morrow Resolution Fixing The Time, Day, Date and Place of Regular Meetings Of The City Council Of The City Of Natchitoches For The Next Twelve Months

#051 Stamey Resolution Establishing Meeting Times And Places Of: Natchitoches Planning Commission, Historic District Commission, Airport Advisory Commission, And Waterworks District No.1

#052 Payne Resolution Appointing Members To The City Planning Commission For the City Of Natchitoches

#053 Nielsen Resolution Appointing Members To The Natchitoches Historic District Commission For The City Of Natchitoches

#054 Morrow Resolution Appointing Stacy McQueary As Clerk Of The Council For The City Of Natchitoches

#055 Stamey Resolution Appointing The Auditor For The City Of Natchitoches

- #056 Payne** Resolution Appointing the Fiscal Year Agent For The City Of Natchitoches
- #057 Nielsen** Resolution Designating The Natchitoches Times As the Official Legal Journal For The City Of Natchitoches For The Next Twelve Months
- #058 Stamey** Resolution Approving A Subordination Non-Disturbance And Attornment Agreement By And Between City Bank & Trust Company, Cane River Aero, LLC And The City Of Natchitoches, In Connection With Financing Of The Construction Of A Hanger Facility By Cane River Aero, Llc On Property Leased From The City Of Natchitoches, And Authorizing The Mayor To Execute The Subordination Non-Disturbance And Attornment Agreement On Behalf Of The City Of Natchitoches

10. ANNOUNCEMENTS:

The next scheduled City Council meeting will be
June 22, 2015.

The Offices of the City of Natchitoches will be **CLOSED**
Friday, July 3, 2015 in honor of Independence 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, JUNE 8, 2015 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, June 8, 2015 at 5:30 p.m.

There were present:

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

Guests: None

Absent: Mayor Lee Posey

Mayor Pro Tempore Don Mims called the meeting to order and welcomed everyone for coming. Michael Braxton was asked to lead the invocation and Councilwoman Morrow was asked to lead the pledge of allegiance.

Mayor Posey then called for the reading and approval of the minutes for the May 26, 2015 meeting. Mr. Stamey moved that we dispense with the reading of the minutes and approval of same. Seconded by Mr. Nielsen. The roll call vote was as follows:

Ayes:	Payne, Nielsen, Stamey, Morrow
Nays:	None
Absent:	None
Abstain:	None

The City Council recognized Mr. Thomas Burns for his 9 years of service on the Planning Commission. Mr. Dale Nielsen, who served alongside Mr. Burns prior to serving on the City Council, presented Mr. Burns with a certificate signed by Mayor Posey. Mrs. Juanita Fowler and Mr. Charlie Whitehead, III expressed many thanks to Mr. Burns as well. Mr. Burns then stated it was a pleasure to serve on the commission and he deeply appreciates being able to serve.

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

ORDINANCE NO. 030 OF 2015

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

LOT CONTAINING 0.233 ACRES BEING A PORTION OF AN 8.75 ACRE TRACT LOCATED IN WESTWOOD COMMERCIAL LOTS IN SECTION 40, TOWNSHIP 9 NORTH- RANGE 8 WEST, SHOWN ON A SURVEY RECORDED AT MAP SLIDE 643-B FROM B-3 COMMERCIAL TO ADDITIONAL B-A ZONING TO SELL BEVERAGES OF HIGH AND LOW ALCOHOLIC CONTENT FOR CONSUMPTION ON PREMISE.

(5412 University Parkway)

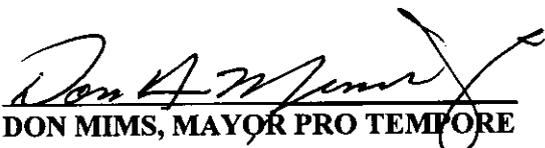
WHEREAS, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of **May 13, 2015** that the application of **Los Nopales, LLC d/b/a El Patio Mexican Grill** to rezone the property described above from B-3 Commercial to additional B-A zoning to sell beverages of high and low alcoholic content for consumption on premise (5412 University Parkway), be **APPROVED**.

THIS ORDINANCE was introduced on May 26, 2015 and published in the *Natchitoches Times* on May 30, 2015.

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

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

THEREUPON, Don Mims, Mayor Pro Tempore declared the Ordinance passed by a vote of 4 Ayes to 0 Nays this 8th day of June, 2015.


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor Pro Tempore on the 9th day of June, 2015 at 10:00 A.M.

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

ORDINANCE NO. 031 OF 2015

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

LOT 86 FEET FRONT, EAST SIDE 2ND STREET, NORTH BY JOHNSON, EAST BY BAYOU AMULET, SOUTH BY PACE FROM R-1 RESIDENCE TO R-2 RESIDENCE MULTIPLE FAMILY TO CONVERT A GARAGE INTO AN APARTMENT.

(335 Second Street)

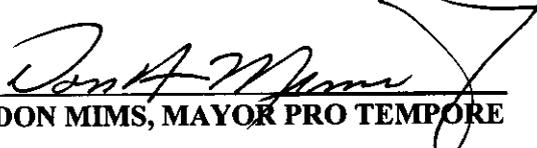
WHEREAS, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of **May 13, 2015** that the application of **Gary Griggs** to rezone the property described above from R-1 Residence to R-2 Residence Multiple Family to convert a garage into an apartment (335 Second Street), be **APPROVED**.

THIS ORDINANCE was introduced on May 26, 2015 and published in the *Natchitoches Times* on May 30, 2015.

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

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

THEREUPON, Don Mims, Mayor Pro Tempore declared the Ordinance passed by a vote of 4 Ayes to 0 Nays this 8th day of June, 2015.


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor Pro Tempore on the 9th day of June, 2015 at 10:00 A.M.

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

ORDINANCE NO. 032 OF 2015

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

LOT 60 FEET FRONT WEST SIDE 4TH STREET NORTH AND SOUTH BY BROWN BETWEEN BUARD STREET AND PAVIE STREET (BEING A PORTION OF LOTS 100 AND 101 OF FLEURY PLAT) FROM R-2 RESIDENCE MULTIPLE-FAMILY TO R-2 SPECIAL EXCEPTION TO OPERATE COUNSELING/ADMINISTRATION OFFICE.

(830 Fourth St.)

WHEREAS, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of **May 13, 2015** that the application of **Jennifer Johnson Karle** to rezone the property described above from R-2 Residence Multiple-Family to R-2 Special Exception to operate counseling/administration office (830 Fourth Street), be **APPROVED**.

THIS ORDINANCE was introduced on May 26, 2015 and published in the *Natchitoches Times* on May 30, 2015.

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

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

THEREUPON, Don Mims, Mayor Pro Tempore declared the Ordinance passed by a vote of 4 Ayes to 0 Nays this 8th day of June, 2015.


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor Pro Tempore on the 9th day of June, 2015 at 10:00 A.M.

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

ORDINANCE NO. 029 OF 2015

AN ORDINANCE AUTHORIZING THE CITY TO LEASE TO FRANK R. HALL AND SIDONIA B. HALL A TRACT OF LAND BEING THAT PORTION SIDNEY STREET SITUATED BETWEEN JEFFERSON STREET AND CANE RIVER LAKE, SETTING THE TERMS AND CONDITIONS OF SAME, AND AUTHORIZING THE EXECUTION OF THE LEASE BY THE MAYOR, LEE POSEY, AFTER DUE COMPLIANCE WITH THE LAW, AND FURTHER PROVIDING FOR ADVERTISING OF THE LEASE AND AN EFFECTIVE DATE.

WHEREAS, Frank R. Hall and Sidonia B. Hall (sometimes hereinafter "Hall") are the owners of certain property situated and located at the Northeast corner of the intersection of Jefferson Street and Sydney Street, which is more fully described in their deed of acquisition from C. Frederick Urban, et al, recorded September 12, 2011, at Conveyance Book 656, page 657 of the records of Natchitoches Parish, Louisiana: and

WHEREAS FURTHER, the City of Natchitoches (sometimes hereinafter "City") has a right of way known as Sidney Street which said right of way runs from its intersection with Cypress Street at its West end to Cane River Lake on its East end; and

WHEREAS FURTHER, that portion of Sidney Street which is located between the East right of way of Jefferson Street and the West bank of Cane River Lake is adjacent to the property of the Hall; and

WHEREAS FURTHER, that portion of Sidney Street which is located between the East right of way of Jefferson Street and the West bank of Cane River Lake is not paved or otherwise improved and is not currently used for vehicular or pedestrian traffic, and the City has no current plans for the use of this portion of Sidney Street; and

WHEREAS FURTHER, Hall has expressed a desire to the City to take possession of that portion of Sidney Street which is located between the East right of way of Jefferson Street and the West bank of Cane River Lake in order to make certain improvements on that property, which said property is more fully described:

A certain lot or parcel of ground, with all building and improvements thereon, situated and located in the City of Natchitoches, Parish of Natchitoches, State of Louisiana, being that portion of Sidney Street which is located East of the right of way of Jefferson Street and West of Cane River Lake, said portion of Sidney Street being bounded on the North by property of Frank R. Hall and Sidonia B. Hall, on the West by Jefferson Street, on the South by property of Ricky L. Cope and Denise C. Cope.

; and

WHEREAS FURTHER, the City desires to make that portion of Sidney Street which is located between the East right of way of Jefferson Street and the West bank of Cane River Lake available for use by Hall, under the terms and conditions set forth in the attached Lease; and

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

WHEREAS FURTHER, the lease will have an initial term of ten years and all of the other terms and conditions will as set forth in the attached lease agreement; and

WHEREAS FURTHER, the City desires to enter into the attached lease agreement for the lease of the subject property described above to Hall, under the terms set forth above and more particularly set forth in the lease attached hereto; and.

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

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

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

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

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

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

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

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

THIS ORDINANCE was introduced on May 11, 2015 and published in the *Natchitoches Times* on May 16, May 23, and May 30, 2015.

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

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

THEREUPON, Don Mims, Mayor Pro Tempore declared the Ordinance passed by a vote of 4 Ayes to 0 Nays this 8th day of June, 2015.


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor Pro Tempore on the 9th day of June, 2015 at 10:00 A.M.

CERTIFICATION ON BACK

STATE OF LOUISIANA

PARISH OF NATCHITOCHEs

LEASE AGREEMENT

BE IT KNOWN, that on the dates and at the places indicated below, before the undersigned witnesses and Notaries Public, personally came and appeared:

City of Natchitoches, Louisiana, a municipal corporation, represented herein by Mayor Lee Posey, pursuant to Ordinance Number 029 of 2015, with mailing address of Post Office Box 37, Natchitoches, Louisiana, 71458

(hereinafter called "Lessor")

AND

Frank R. Hall and Sidonia B. Hall, husband and wife, residents of Natchitoches Parish, Louisiana, with mailing address of 201 Jefferson Street, Natchitoches, Louisiana 71457,

(hereinafter called "Lessee")

Both of whom declare as follows:

Lessee is the owner of certain property situated and located at the Northeast corner of the intersection of Jefferson Street and Sydney Street, which is more fully described in their deed of acquisition from C. Frederick Urban, et al, recorded September 12, 2011, at Conveyance Book 656, page 657 of the records of Natchitoches Parish, Louisiana.

Lessor has a right of way known as Sidney Street which said right of way runs from its intersection with Cypress Street at its West end to Cane River Lake on its East end.

That portion of Sidney Street which is located between the East right of way of Jefferson Street and the West bank of Cane River Lake is adjacent to the property of the Lessee.

That portion of Sidney Street which is located between the East right of way of Jefferson Street and the West bank of Cane River Lake is not paved or otherwise improved and is not currently used for vehicular or pedestrian traffic, and the City has no current plans for the use of this portion of Sidney Street.

The Lessee has expressed a desire to the Lessor to take possession of that portion of Sidney Street which is located between the East right of way of Jefferson Street and the West bank of Cane River Lake in order to make certain improvements on that property.

Now therefore, the Lessor desires to make That portion of Sidney Street which is located between the East right of way of Jefferson Street and the West bank of Cane River Lake available to use by the Lessee, under the following terms and conditions.

THE PARTIES DO HEREBY DECLARE AS FOLLOWS:

I.

Lessor does hereby lease, rent, and let unto the Lessee, the following described property, to-wit:

A certain lot or parcel of ground, with all building and improvements thereon, situated and located in the City of Natchitoches, Parish of Natchitoches, State of Louisiana, being that portion of Sidney Street which is located East of the right of way of Jefferson Street and West of Cane River Lake, said portion of Sidney Street being bounded on the North by property of Frank R. Hall and Sidonia B. Hall, on the West by Jefferson Street, on the South by property of Ricky L. Cope and Denise C. Cope.

II.

2.1 The term of this lease is for a period of ten years, commencing on the 1st day of July, 2015, and continuing until the 30th day of June, 2025.

2.2 The cash consideration for this lease shall be \$1.00, receipt of which is acknowledged. Additional consideration shall include the agreement of the Lessee to 1) carry insurance on the leased premises, 2) assumption of all liability by the Lessee, and 3) maintenance of the leased premises by the Lessee, all as more fully set forth hereinafter.

III.

3.1 Lessee agrees not to carry on any activities on the property which is unlawful or in violation of any zoning ordinance, or any other laws, nor for any purpose that tends to injure or depreciate the property or create a nuisance.

3.2 The Lessee agrees to keep the premises in good condition during the term of the lease at its expense and to return them to Lessor in the same condition at the termination of the lease.

3.3 The Lessee shall not construct any buildings or other structures on the premises, other than a seawall and fencing. It is understood and agreed that any improvements that are made on or to the property shall become the property of the Lessor at the termination of the lease.

3.3 The Lessee will also have the primary responsibility to repair and maintain the premises, including mowing, weed-eating, picking up debris.

IV.

4.1 The Lessee will be responsible for general liability coverage on the premises, at its expense, and agrees to provide evidence of said coverage to the Lessor.

4.2 The Lessee agrees to assume all liability for any damage or injuries that may occur as a result of the Lessee's use of the leased premises under the terms of this lease, and specifically agrees to hold harmless and defend the Lessor from any claim that may arise for property damages or personal injuries that may occur as a result of the Lessee's use of the leased premises under the terms of this lease.

4.3 The Lessee will return the leased premises to the Lessor in the same or better condition as the leased premises were in at the start of the lease.

V.

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

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

VI.

6.1 During the initial term or any extension, the Lessor shall have the right to locate utilities on the property, including but not limited to facilities associated with water, sewer or electrical service.

6.2 This lease shall inure to the benefit of the heirs, successors, and assigns of the Lessor and the Lessee.

THUS DONE AND PASSED in the presence of the undersigned Notary Public and subscribing witnesses on this 17th day of June, 2015, at Natchitoches, Louisiana.

WITNESSES:

Stacy McCreary

Frank R. Hall
Frank R. Hall

Hannah Weuniger

Stacy McCreary

Sidonia B. Hall
Sidonia B. Hall

Hannah Weuniger

Edd R. Lee

NOTARY PUBLIC

Edd R. Lee

ID 15749

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

THUS DONE AND PASSED in the presence of the undersigned Notary Public and subscribing witnesses on this 17th day of June, 2015, at Natchitoches, Louisiana.

WITNESSES:

CITY OF NATCHITOCHES

Stacy McCreary

Lee Posey
By: Mayor Lee Posey

Hannah Weuniger

Edd R. Lee

NOTARY PUBLIC

Edd R. Lee

ID# 15749

The following Ordinance was introduced by Mr. Stamey at the Natchitoches City Council meeting held on June 8, 2015 as follows:

ORDINANCE NO. 033 OF 2015

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY
OF NATCHITOCHEs TO AWARD
THE BID FOR THE 2015 CITY STREET PROJECT**

(BID NO. 0568)

WHEREAS, Resolution No.032 of 2015 was passed by the Natchitoches City Council on April 27, 2015 authorizing the Mayor to advertise for bids for the 2015 City Street Project (Bid No. 0568); and

WHEREAS, this bid was advertised in the *Natchitoches Times* on April 30, May 7 and May 21, 2015 in accordance with law; and

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

- | | |
|--|----------------|
| (1) T. L. Construction, LLC
Alexandria, LA | \$1,068,119.60 |
| (2) Regional Construction, LLC
Natchitoches, LA | \$1,092,630.40 |

WHEREAS, on June 2, 2015 the appointed committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Don Mims, Councilman; and Michael Braxton, Director of Public Works reviewed the bid proposals for the City Street Project (Bid No. 0568); and

WHEREAS, the above appointed committee members unanimously recommend the City award the bid to the lowest bidder **T. L. Construction, LLC of Alexandria, LA** in the amount of **\$1,068,119.60**.

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



CITY OF NATCHITOCHEES
PURCHASING DEPARTMENT

June 2, 2015

Mayor Lee Posey
City Hall
Natchitoches, LA 71457

Dear Mayor Posey,

The appointed committee of Pat Jones, Edd Lee, Michael Braxton and Don Mims, have reviewed the engineer's recommendation submitted by Mr. Randal Smoak, Professional Engineer, with Cothran, Graff, Smoak Engineering, Inc., Shreveport, LA, on Bid # 0568, for the 2015 City Streets Project.

The committee was unanimous in its decision to award the bid to the lowest bidder for the base bid and alternates one (1) and two (2), to T. L. Construction, LLC, Alexandria, LA with a bid of \$1,068,119.60. The other bid received was from Regional Construction LLC, Natchitoches, LA, in the amount of \$1,092,630.40 for the base bid and alternates one (1) and two (2).

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

We request ratification of this award at the City Council meeting on June 8, 2015.

Sincerely,

Pat Jones
Director of Finance

Edd Lee
Director of Purchasing

Don Mims
Councilman At Large

Michael Braxton
Director of Utilities

The following Ordinance was introduced by Mr. Nielsen at the Natchitoches City Council meeting held on June 8, 2015 as follows:

ORDINANCE NO. 034 OF 2015

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEES, LOUISIANA, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE NATCHITOCHEES COMMUNITY ALLIANCE FOUNDATION, INC., WHICH SAID MEMORANDUM PROVIDES FOR SERVICES TO BE PROVIDED BY THE NATCHITOCHEES COMMUNITY ALLIANCE FOUNDATION, INC., PROVIDING FOR A THREE YEAR TERM, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.

WHEREAS, the City of Natchitoches (sometimes hereinafter referred to as the "City") is a Municipality located in the State of Louisiana, Parish of Natchitoches governed under a Home Rule Charter and a Code of Ordinances adopted by Ordinance No. 5 of 1977; and

WHEREAS FURTHER, the City of Natchitoches is specifically authorized under Section 1.06 of the Charter of the City of Natchitoches to provide for the general welfare, safety, health, peace and good order of the City, and further authorized under Section 1.07 of the Charter of the City of Natchitoches to enter into Joint Service Agreements or Cooperative Efforts with other governmental agencies; and

WHEREAS FURTHER, the Natchitoches Community Alliance Foundation, Inc. (sometimes hereinafter referred to as "Community Alliance") is a Louisiana not for profit corporation and has been designated as a 501C-3 entity by the IRS; and

WHEREAS FURTHER, the City and the Community Alliance both have an interest in promoting economic growth, commerce and tourism in the City and Parish of Natchitoches, Louisiana; and

WHEREAS FURTHER, the Community Alliance is strategically positioned to support the City in its efforts to grow its tax base by aligning resources and tools to foster an expanding and growing business and industrial sector, and the City desires to assist the Community Alliance in its goal to become the voice of economic development for Natchitoches Parish; and

WHEREAS FURTHER, the Community Alliance is in need of funds to move forward in its plan to promote economic development in the City and Parish of Natchitoches, and the City desires to provide funds in exchange for the services to be provided by Community Alliance; and

WHEREAS FURTHER, the Community Alliance has presented a Memorandum of Understanding Between City of Natchitoches and the Natchitoches Community Alliance Foundation, Inc., (sometimes hereinafter "Agreement") a copy of which is attached hereto; and

WHEREAS FURTHER, under the terms of the Agreement, the Community Alliance will provide to following services to the City:

- 1) Enhance and maintain the parish wide economic development website, Natchitochesonthemove.com.

2) Be the focal point for economic development request for proposals provided by NLEP, CLEDA and LED.

3) Lead the evaluation and development of business and industrial sites.

4) Develop leads for new business and industries.

WHEREAS FURTHER, in exchange for the above services the City will provide funds in the amount of \$50,000.00, with \$17,600.00 due upon the execution of the Memorandum of Understanding, (for FY 2015), and \$32,400.00 due on September 1, 2015 (for FY 2016); and

WHEREAS FURTHER, the Agreement is for a three year period with the annual obligation from the City to the Community Alliance being the sum of \$50,000.00; and

WHEREAS FURTHER, the Agreement further provides that either party may terminate the Agreement with written notice within 60 days of the date of execution of the Agreement; and

WHEREAS FURTHER, under the general law and the Home Rule Charter of the City of Natchitoches, the City has the right, power, and authority to promote, protect, and preserve the general welfare, safety, health, peace and good order of the City; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the proposed Agreement, attached hereto, and is of the opinion that the Agreement with the Community Alliance will promote the health, safety and welfare of the citizens of the City and Parish of Natchitoches, Louisiana and the City Council desires to authorize the Mayor of the City of Natchitoches to execute same; and

WHEREAS FURTHER, the City Council of the City of Natchitoches desires to enter into this Agreement to help encourage and promote economic development in the City and Parish of Natchitoches; and

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, Louisiana, that the Mayor of the City of Natchitoches, Lee Posey is hereby authorized to execute the attached Memorandum of Understanding Between City of Natchitoches and the Natchitoches Community Alliance Foundation, Inc., and in the event that the Mayor determines that the agreement should be terminated at the end of the any one year term, the Mayor is further authorized to provide the required notice to terminate the Agreement.

BE IT FURTHER ORDAINED that the terms of the Memorandum of Understanding between City of Natchitoches and the Natchitoches Community Alliance Foundation, Inc, attached hereto, are approved and accepted by the City Council of the City of Natchitoches, Louisiana.

**MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF NATCHITOCHEES (CITY) AND THE NATCHITOCHEES
COMMUNITY ALLIANCE FOUNDATION, INC. (NCA)**

Recognizing the financial return and employment benefits to the citizens and business owners in the City of Natchitoches;

Further Recognizing the critical need to continue to grow the tax base for the improvements of services, infrastructure and quality of life for the benefits of the citizens and business owners in the City of Natchitoches;

Further Recognizing the benefit for coordination, support and leadership for economic development activities in the City of Natchitoches;

Believing the NCA brings a strong set of skills and experience, organizational and strategic leadership, as well as support qualities to benefit the workforce solutions and economic development in the City of Natchitoches;

Further Believing the NCA is strategically positioned to support the City of Natchitoches' strategy to grow their tax base by aligning resources and tools to foster an expanding and growing business and industrial sector;

Therefore, the Natchitoches Community Alliance Foundation and the City of Natchitoches agree to the following terms:

1. The City and the NCA agree to a three-year period term for this memorandum of understanding initiated at the signing date.
2. NCA will provide the following services for \$50,000 to support the City:
 - a. Enhance and maintain parish wide economic development website, NatchitochesOnTheMove.com
 - b. Be the focal point for economic development request for proposals provided by NLEP, CLEDA and LED
 - c. Lead the evaluation and development of business and industrial sites
 - d. Develop leads for new businesses and industries
3. The City agrees to pay \$17,600 upon agreement for FY 2015 with \$32,400 due by September 1, 2015 for FY 2016; payment terms for subsequent years will be determined each year by April 30th for 2016 and 2017.
4. The City and the NCA agree to evaluate efforts in April of 2016 and 2017 for this memorandum of understanding and update and adjust the necessary deliverables to ensure complete alignment and top priority focused on the mission and direction of the City of Natchitoches.
5. The City of Natchitoches and the NCA may terminate this memorandum of understanding by providing written notice within 60 days of the anniversary date each year of this memorandum of understanding. If written notice is not received by either party, it is understood that both parties would like to continue this agreement for the upcoming year of this three year agreement.

Signed on this _____ day of _____, 2015.

Lee Posey, Mayor
City of Natchitoches

Tony Davis, President
Natchitoches Community Alliance Foundation, Inc.

Mr. Nielsen stated this is a joint effort from all parts of the City and Parish. This group represents the City to promote our economic development objectives and goals. Ms. Morrow stated Mr. Mike Wolfe is trying to bridge the gap with the total community. Mr. Mims stated this group is very aggressive and are moving forward to help us in this area.

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

RESOLUTION NO. 047 OF 2015

RESOLUTION APPOINTING MICHAEL D. LEWIS TO THE CITY PLANNING COMMISSION FOR THE CITY OF NATCHITOCHES

WHEREAS, the current commissioners of the City of Natchitoches Planning Commission are:

1. **Charles Whitehead, III**
2. **Rev. Bobby Claiborne**
3. **Eric Davis**
4. **Thomas Burns**
5. **Betsy Widhalm**
6. **Rickey McCalister**
7. **Jamie Flanagan**
8. **John Bonnette**

WHEREAS FURTHER, Section 24-17 of the Natchitoches Code of Ordinances provides that the members of the Commission shall serve at the pleasure of the Mayor, with consent of the Natchitoches City Council.

WHEREAS FURTHER, due to the resignation of **Thomas Burns**, there is one vacancy on the commission; and

WHEREAS FURTHER, the Natchitoches City Council wishes to show support and approval of **Michael D. Lewis** for appointment to the Natchitoches City Planning Commission.

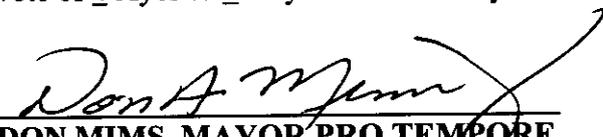
NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Natchitoches that Michael D. Lewis be and is hereby appointed as a member of the City Planning Commission and hereby approves and consents to same.

BE IT FURTHER RESOLVED that the Commission shall have such powers and duties as are provided in R. S. 33:101, et seq.

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

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

THEREUPON, Don Mims Mayor Pro Tempore declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 8th day of June, 2015.


DON MIMS, MAYOR PRO TEMPORE

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

RESOLUTION NO. 048 OF 2015

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES FOR THE ONE BEACON INSURANCE GROUP CASUALTY PACKAGE INSURANCE RENEWAL EFFECTIVE JUNE 30, 2015 THROUGH JUNE 30, 2016

WHEREAS, the Insurance Committee has reviewed the proposals submitted for the General Liability, Employee Benefit Liability, Law Enforcement Liability, Public Entity Management Liability, Public Entity Employment-Related Practices Liability, Auto Liability, Auto Physical Damage, Umbrella and Crime Insurance for the City of Natchitoches and recommends the contract in the amount of \$423,786.00 be awarded to Arthur J. Gallagher Risk Management Services for the period June 30, 2015 through June 30, 2016.

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

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

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

THEREUPON, Don Mims, Mayor Pro Tempore declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 8th day of June, 2015.


DON MIMS, MAYOR PRO TEMPORE

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

RESOLUTION NO. 049 OF 2015

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES FOR THE TENANT USER LIABILITY INSURANCE POLICY FOR THE NATCHITOCHEES EVENTS CENTER AND BEAU JARDIN FOR THE CITY OF NATCHITOCHEES

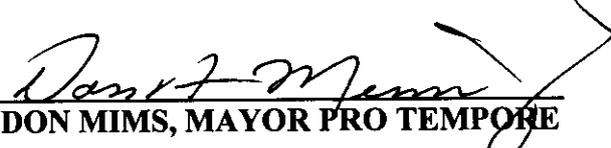
WHEREAS, the Insurance Committee has reviewed the proposals submitted for the Tenant User Liability Insurance for the Natchitoches Events Center and Beau Jardin for the City of Natchitoches and recommend the one-year contract in the amount of \$9,882.00 for the period June 30, 2015 through June 30, 2016 be awarded to Arthur J. Gallagher Risk Management Services.

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

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

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

THEREUPON, Don Mims, Mayor Pro Tempore declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 8th day of June, 2015.


DON MIMS, MAYOR PRO TEMPORE

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

RESOLUTION NO. 050 OF 2015

**A RESOLUTION FIXING THE TIME, DAY, DATE AND PLACE
OF REGULAR MEETINGS OF THE CITY COUNCIL OF THE CITY
OF NATCHITOCHEES FOR THE NEXT TWELVE MONTHS**

BE IT RESOLVED, by the City Council of the City of Natchitoches, in regular session convened, that in accordance with Section 2.09 of the Home Rule Charter of the City of Natchitoches, that the City Council of the City of Natchitoches will meet in regular session at 5:30 P.M. on the second and fourth Mondays of each month for the next twelve (12) months

BE IT FURTHER RESOLVED, that the place of meeting shall be the Natchitoches Arts Center, 716 Second Street, City of Natchitoches, unless provided otherwise by the Mayor upon public notice.

BE IT FURTHER RESOLVED that special meetings may be held in accordance with the provisions of Section 2.09 of the Home Rule Charter and further providing that notice of the special meeting to be posted at the principal office of the City no less than twenty-four (24) hours in advance of said meeting.

BE IT FURTHER RESOLVED that, at the discretion of the Mayor and Councilmen, an informal meeting may be called to begin at 5:00 p.m. preceding the regularly scheduled City Council meeting to discuss any business deemed prudent and necessary.

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

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

THEREUPON, Don Mims, Mayor Pro Tempore declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 8th day of June, 2015.


DON MIMS, MAYOR PRO TEMPORE

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

RESOLUTION NO. 051 OF 2015

**A RESOLUTION ESTABLISHING MEETING TIMES AND PLACES OF:
NATCHITOCHEs PLANNING COMMISSION
HISTORIC DISTRICT COMMISSION
AIRPORT ADVISORY COMMISSION
WATERWORKS DISTRICT NO. 1**

WHEREAS, State law requires that notice of meetings of governing bodies and agencies thereof must be published in accordance with the provisions of Louisiana R.S. 42:7.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Natchitoches that the **Planning Commission** of the City of Natchitoches shall meet in regular session at 5:30 P.M. on the first Tuesday of each month at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana.

BE IT FURTHER RESOLVED that the **Historic District Commission** for the City of Natchitoches shall meet at 5:00 P.M. on the first Monday of each month at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana.

BE IT FURTHER RESOLVED that the **Airport Advisory Commission** will meet 5:00 P.M. on the third Monday of each month, except December, at the Natchitoches Regional Airport Terminal located at 450 Wallenberg Drive, Natchitoches, Louisiana.

BE IT FURTHER RESOLVED that the **Waterworks District No. 1** shall meet at 5:30 P.M. on the third Monday of each month at the Waterworks District Office, Sibley Lake.

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

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

THEREUPON, Don Mims, Mayor Pro Tempore declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 8th day of June, 2015.


DON MIMS, MAYOR PRO TEMPORE

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

RESOLUTION NO. 052 OF 2015

**A RESOLUTION APPOINTING MEMBERS TO THE CITY
PLANNING COMMISSION FOR THE CITY OF NATCHITOCHES**

WHEREAS, the Mayor of the City of Natchitoches has submitted the following names for appointment to the Natchitoches City Planning Commission to-wit:

1. **Charles Whitehead, III**
2. **Rev. Bobby Claiborne**
3. **Eric Davis**
4. **Michael D. Lewis**
5. **Betsy Widhalm**
6. **Rickey McCalister**
7. **Jamie Flanagan**
8. **John Bonnette**

WHEREAS FURTHER, Section 24-17 of the Natchitoches Code of Ordinances provides that the members of the Commission shall serve at the pleasure of the Mayor, with consent of the Natchitoches City Council.

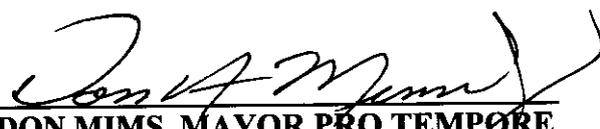
NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Natchitoches that they hereby acknowledge the appointment of the above individuals to the City Planning Commission and hereby approve and consent to same.

BE IT FURTHER RESOLVED that the Commission shall have such powers and duties as are provided in R. S. 33:101, et seq.

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

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

THEREUPON, Don Mims, Mayor Pro Tempore declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 8th day of June, 2015.


DON MIMS, MAYOR PRO TEMPORE

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

RESOLUTION NO. 053 OF 2015

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

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

1. **Jared Dunahoe**
2. **Dr. Virginia Crossno**
3. **Mrs. Sharon Gahagan**
4. **Dr. Steve Horton**
5. **Mrs. Theresa Vallien**
6. **Mrs. Melissa Robinson**
7. **Mrs. Marion Salter**

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

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

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

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

THEREUPON, Don Mims, Mayor Pro Tempore declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 8th day of June, 2015.


DON MIMS, MAYOR PRO TEMPORE

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

RESOLUTION NO. 054 OF 2015

**A RESOLUTION APPOINTING STACY McQUEARY
AS CLERK OF THE COUNCIL
FOR THE CITY OF NATCHITOCHEs**

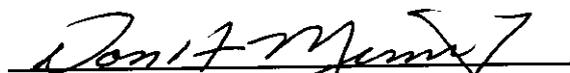
BE IT RESOLVED that the City Council does hereby take cognizance of the recommendation of Mayor Lee Posey that Stacy McQueary be appointed as Clerk of the Council for the City of Natchitoches, in accordance with Section 2.08 of the Home Rule Charter, and

IT IS FURTHER RESOLVED that the City Council hereby confirms the said appointment.

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

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

THEREUPON, Don Mims, Mayor Pro Tempore declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 8th day of June, 2015.


DON MIMS, MAYOR PRO TEMPORE

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

RESOLUTION NO. 055 OF 2015

**A RESOLUTION APPOINTING THE AUDITOR
FOR THE CITY OF NATCHITOCHEs**

BE IT RESOLVED that the City Council does hereby take cognizance of the recommendation of Mayor Lee Posey that the firm of Johnson, Thomas and Cunningham be appointed as City Auditor for the City of Natchitoches for the period of May 31, 2015 through May 31, 2016; and

BE IT FURTHER RESOLVED that the City Council hereby confirms the said appointment.

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

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

THEREUPON, Don Mims, Mayor Pro Tempore declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 8th day of June, 2015.


DON MIMS, MAYOR PRO TEMPORE

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

RESOLUTION NO. 056 OF 2015

**A RESOLUTION APPOINTING THE FISCAL AGENT
FOR THE CITY OF NATCHITOCHEs**

BE IT RESOLVED that Ordinance No. 44 of 2013 of the Natchitoches City Council awarded MidSouth Bank the contract for Fiscal Agent for the City of Natchitoches; and

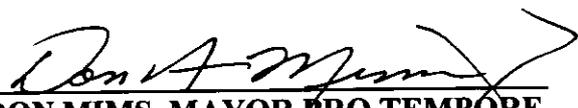
BE IT FURTHER RESOLVED that the Council does hereby take cognizance of the recommendation of Mayor Lee Posey that MidSouth Bank, Natchitoches, LA, be appointed as Fiscal Agent for the City of Natchitoches for the term June 1, 2015 through May 31, 2016; and

IT IS FURTHER RESOLVED that the City Council hereby confirms the said appointment.

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

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

THEREUPON, Don Mims, Mayor Pro Tempore declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 8th day of June, 2015.


DON MIMS, MAYOR PRO TEMPORE

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

RESOLUTION NO. 057 OF 2015

**A RESOLUTION DESIGNATING *THE NATCHITOCHESES TIMES*
AS THE OFFICIAL LEGAL JOURNAL FOR THE CITY OF
NATCHITOCHESES FOR THE NEXT TWELVE MONTHS**

BE IT RESOLVED by the City Council of the City of Natchitoches in regular session convened that *The Natchitoches Times* is hereby designated as the official legal journal for the City of Natchitoches for the next twelve months.

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

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

THEREUPON, Don Mims, Mayor Pro Tempore declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 8th day of June, 2015.


DON MIMS, MAYOR PRO TEMPORE

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

RESOLUTION NO. 058 OF 2015

A RESOLUTION APPROVING A SUBORDINATION NON-DISTURBANCE AND ATTORNMENT AGREEMENT BY AND BETWEEN CITY BANK & TRUST COMPANY, CANE RIVER AERO, LLC AND THE CITY OF NATCHITOCHEs, IN CONNECTION WITH FINANCING OF THE CONSTRUCTION OF A HANGER FACILITY BY CANE RIVER AERO, LLC ON PROPERTY LEASED FROM THE CITY OF NATCHITOCHEs, AND AUTHORIZING THE MAYOR TO EXECUTE THE SUBORDINATION NON-DISTURBANCE AND ATTORNMENT AGREEMENT ON BEHALF OF THE CITY OF NATCHITOCHEs.

WHEREAS, Cane River Aero, LLC (sometimes hereinafter "CRA") currently leases lots in the Natchitoches Regional Airport from the City of Natchitoches (sometimes hereinafter "City") and intends to construct a building on said lots; and

WHEREAS FURTHER, CRA further intends to grant a leasehold mortgage in favor of City Bank & Trust Company; and

WHEREAS FURTHER, City Bank & Trust Company has presented a Subordination Non-Disturbance and Attornment Agreement (sometimes hereinafter "Agreement"), a copy of which is attached hereto, to the City for review and execution; and

WHEREAS FURTHER, City Bank & Trust Company is requiring the execution of the Agreement prior to advancing any funds for the construction of a hanger and related improvements on the lots, and the City Council of the City of Natchitoches is of the opinion that it is in the interest of the City to approve and execute the Agreement; and

WHEREAS FURTHER, the City Council of the City of Natchitoches desires to approve the Subordination Non-Disturbance and Attornment Agreement, a copy of which is attached hereto, and further desires to authorize the Mayor, Lee Posey, to execute same on behalf of the City of Natchitoches, Louisiana; and

NOW THEREFORE BE IT RESOLVED by the City Council in legal session convened that it does hereby approve the Subordination Non-Disturbance and Attornment Agreement to be entered into by and between Cane River Aero, LLC, City Bank & Trust Company and the City of Natchitoches.

BE IT FURTHER RESOLVED that the Mayor, Lee Posey, is hereby authorized to execute the Subordination Non-Disturbance and Attornment Agreement on behalf of the City of Natchitoches, Louisiana.

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

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

THEREUPON, Don Mims, Mayor Pro Tempore declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 8th day of June, 2015.


DON MIMS, MAYOR PRO TEMPORE

180430

RECEIVED FILED
LOUISIANA
CLERK OF COURT

ASSIGNMENT, SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is executed as of the day of September, 2015, between the CITY BANK AND TRUST COMPANY, a Louisiana banking corporation (Lender), CAFE RIVER AERO, LLC, a Louisiana limited liability company ("Tenant"), and CITY OF NATCHITOCHEES, LOUISIANA, a municipal corporation organized pursuant to a home rule charter ("Landlord").

RECITALS

A. The Tenant is the lessee and Landlord is the lessor under the following described leases (individually, collectively, and interchangeably, the "Lease"):

(i) Lease Agreement in favor of Sharplin Realty, LLC, as lessee, dated April 14, 2015, recorded in Conveyance Book 692, at Page 855 of the records of Natchitoches Parish, Louisiana, which describes and leases the immovable property described on attached Exhibit A, the lessee's rights under which were assigned to Tenant pursuant to an instrument dated April 24, 2015, recorded in Conveyance Book 692, Folio 865 of the records of Natchitoches Parish, Louisiana; and

(ii) Lease Agreement dated October 27, 2014, recorded in Mortgage Book 1019, at Page 337 and amended by act dated April 17, 2015, recorded in Conveyance Book 692, at Page 783, both of the records of Natchitoches Parish, Louisiana, which describes and leases the immovable property described on attached Exhibit B.

B. Both tracts of land described in Exhibits A & B are hereafter referred to individually, collectively and interchangeably as the "Premises".

C. Tenant executed a Multiple Indebtedness Mortgage in favor of Lender securing a maximum amount of \$50,000,000.00, dated September 15, 2015, and filed for record under Registry No. 380428, Mortgage Book 1036, Folio 61 of the records of Natchitoches Parish, Louisiana (the "Mortgage"), which encumbers the immovable property fully described therein. The Mortgage and all other documents executed in connection with the indebtedness secured thereby are hereinafter collectively referred to as the "Security Documents."

D. The immovable property encumbered by the Security Documents includes all or portions of a leasehold interest in the Premises.

E. The parties desire to enter into this Agreement to set out their obligations to one another under the Lease and the Mortgages.

AGREEMENT

For mutual consideration, including the mutual covenants and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Landlord hereby subordinates any lien and/or privilege it may have related to the Premises or any movable property located thereon, including, without limitation, its lessor's privilege, in favor of any lien or encumbrance created by the Security Documents and consents to the granting of the Mortgage by the Tenant in favor of the Lender.

2. If the Premises are transferred to Lender or any other person or entity in a foreclosure proceeding, by dation en paiement in full or partial payment of the indebtedness and other obligations secured by either or both of the Security Documents (the "Debt"), or in satisfaction or payment of the whole or any part of the Debt (a "Mortgage Transferee" is any transferee of the Premises in a foreclosure proceeding under one or more of the Security Documents or by reason of a dation en paiement or other transfer in payment of the whole or any part of the Debt), as the option of the Mortgage Transferee, the Lease shall continue in full force and effect as a direct lease between Landlord and the Mortgage Transferee notwithstanding the foreclosure sale or other judicial proceedings, and the Mortgage Transferee will attorn to and recognize the Landlord as its landlord under the Lease for the remainder of the term of the Lease upon the same terms and conditions as are set forth in the Lease, except as provided in this Agreement, and Mortgage Transferee hereby agrees to pay and perform all of the obligations of Tenant under the Lease to and in favor of the Landlord with the same effect as if the Mortgage Transferee had been the original tenant under the Lease.

3. Tenant and Landlord agree that the Lease shall not be terminated, modified, or amended without Lender's prior written consent.

4. Landlord shall deliver to Lender a copy of each notice, including, without limitation, each notice of default, that Landlord gives to Tenant under the Lease in the same manner as, and on each occasion on which, Landlord gives this notice of default to Tenant. No such notice shall be deemed given to Tenant unless and until a copy of each such notice shall have been delivered to Lender. In addition, if Landlord has the right to terminate the Lease by reason of a default by Tenant, Landlord will not exercise this right unless and until it has given Lender notice of this right to terminate (the "Notice of Right to Terminate") and the following opportunities to cure the default or gain possession of the Premises:

(a) If the default can be cured by the payment of money, then the Landlord will not terminate the Lease unless Lender fails to cure the default within ten (10) days after the delivery of the Notice of Right to Terminate to Lender;

(b) If the default cannot be cured by the payment of money but can be cured by Lender if it gains possession of the Premises, then Landlord will not terminate the Lease unless Lender fails to commence foreclosure proceedings or take other measures to gain possession of the Premises within thirty (30) days after the delivery of the Notice of Right to Terminate to Lender, or unless thereafter, Lender fails to proceed with its efforts to gain possession of the Premises with reasonable diligence, or unless once Lender has gained possession of the Premises, it fails to cure the Tenant's default within a reasonable period of time; or

(c) If the default is of such a nature that is cannot be cured by Lender, then Landlord will not terminate the Lease unless Lender fails to commence foreclosure proceedings or take other measures to gain possession of the Premises within thirty (30) days after the delivery of the Notice of Right to Terminate to Lender, or if thereafter, Lender fails to proceed with its efforts to gain possession of the Premises with reasonable diligence, and after it gains possession of the Premises and places the Premises in the condition in which the Tenant is required to maintain the Premises under the Lease, Landlord will have no further right to terminate the Lease by reason of the default of any prior owner of the Premises.

5. Landlord shall accept performance by Lender of any term, covenant, condition or agreement to be performed by Tenant under the Lease with the same force and effect as though performed by Tenant. Lender shall have the right, without Landlord's consent, to foreclose either or both of the Security Documents or to accept a dation en paiement (deed in lieu of foreclosure) of the Premises or to exercise any other rights or remedies under the Security Documents.

6. Landlord grants Lender the right to enter the Premises from time to time to take whatever steps the Lender deems necessary or desirable in order to exercise any of the rights and remedies set forth in the Security Documents. Landlord agrees not to interfere in any way with the exercise of such rights and remedies by the Lender in any manner whatsoever.

7. If at any time the Tenant or its trustee in bankruptcy elects in a bankruptcy proceeding to reject the Lease and the Lease is terminated, Landlord agrees, at Lender's request, to enter into a new lease of the Premises with the Lender having terms and conditions substantially similar to those contained in the Lease.

8. Landlord hereby represents that, as of the date set forth above, the Lease is in full force and effect and, to the best of its knowledge, there are no uncured defaults on the part of Tenant under the Lease.

9. All notices, demands, requests, consents, and approvals under this Agreement shall be in writing (unless otherwise specified). Notices, demands, and other such communications shall be considered as duly given to a party if (i) addressed to the other party's Notice Address (as defined below) and mailed by registered or certified mail, postage prepaid; or (ii) delivered to that party's Notice Address by recognized national overnight courier such as Federal Express, by facsimile or in person. Notices, demands, and other such communications will be considered to have been given either (a) on the date

mailed by registered or certified mail, postage prepaid, or (b) if transmitted by another method, on the date received. Each party's "Notice Address" will initially be as follows, but each party may change its notice address by no less than 15 days' prior notice to the other parties:

If to Lender: City Bank and Trust Company
 Attention: Gary DeBlieux
 P.O. Box 246
 Natchitoches, LA 71458

If to Tenant: Cane River Aero, LLC
 Attention: Russell Stacy
 2378 Hwy 494
 Natchitoches, LA 71457

If to Landlord: City of Natchitoches
 Attention: Mayor Lee Peey
 P.O. Box 37
 Natchitoches, LA 71458-0037

10. The term "Lender" as used herein includes any future holder or owner of the Debt, and their successors and assigns, and the terms "Tenant" and "Landlord" as used herein include any successor and assign of the named Tenant and Landlord herein, respectively; provided, however, that such reference to Tenant's or Landlord's successors and assigns shall not be construed as Lender's consent to any assignment or other transfer by Tenant or Landlord.

11. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect.

12. Neither this Agreement nor any of the terms of this Agreement may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing executed by the party against which enforcement of the termination, amendment, supplement, waiver or modification is sought.

13. This Agreement shall be construed in accordance with the laws of the state of Louisiana.

14. The person executing this agreement on behalf of the Tenant is authorized by Tenant to do so and execution hereof is the binding act of Tenant enforceable against Tenant.

15. The use of the neuter gender in this Agreement shall be deemed to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires.

16. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW.

THUS DONE AND PASSED at my office in the City of Natchitoches, Parish of Natchitoches, State of Louisiana, in the presence of the undersigned competent witnesses, on this the 17th day of September, 2015.

WITNESSES:

Kimberly Baker

Witness Signature

Kimberly Baker

Printed Name of Witness

Rachael Byrd

Witness Signature

Rachael Byrd

Printed Name of Witness

CITY BANK AND TRUST COMPANY, a Louisiana banking corporation

By: [Signature]
Gary Deshaux, Senior Vice President

[Signature]

Notary Public

Name: Mack L. Roberts

Louisiana Notary/Bar Roll No.: 21056

My Commission is for Life.

THIS DONE AND PASSED at my office in the City of Natchitoches, Parish of Natchitoches, State of Louisiana, in the presence of the undersigned competent witnesses, on this the 17th day of September, 2015.

WITNESSES:

CANE RIVER AERO, LLC, a Louisiana limited company

Kimberly Baker

Witness Signature

Kimberly Baker

Printed Name of Witness

By: [Signature]
James Russell Stacy, Member

Rachael Byrd

Witness Signature

Rachael Byrd

Printed Name of Witness

By: [Signature]
John R. Danley, Member

[Signature]

Notary Public

Name: Mark L. Roberts

Louisiana Notary/Bar Roll No: 21054

My Commission is for Life.

THUS DONE AND PASSED at my office in the City of Natchitoches, Parish of Natchitoches, State of Louisiana, in the presence of the undersigned competent witnesses, on this the 17 day of September 2015.

WITNESSES:

CITY OF NATCHITOCHEs

Stacy McDiary

Witness Signature

Stacy McDiary

Printed Name of Witness

By: Lee Posay
Lee Posay, Mayor

Hannah Weninger

Witness Signature

Hannah Weninger

Printed Name of Witness

[Signature]

Notary Public

Name: Daniel T. Murchison Jr

Louisiana Notary/Bar Roll No.: 20307

My Commission is for Life.

EXHIBIT A

A certain square, parcel or tract of land, measuring 147.6 feet on each side and containing one-half acre, more or less, and containing 21,785.76 square feet. The said plot of ground is more particularly described as follows, to-wit:

Start at the Northeast corner of the East and West paved runway, which is also the Northeast corner of the taxiway on the East side of the Natchitoches Regional Airport. From this point of beginning run 250 feet South 76 degrees 57 minutes West along the edge of the paved runway, thence at right angles 300 feet North 13 degrees 3 minutes West to Point "A", the point of beginning. "A" is likewise 300 feet South 76 degrees 57 minutes West from the Southeast corner of the hanger on the City Airport. From Point "A" run South 76 degrees 57 minutes West 147.6 feet to Point "B"; thence run at right angles and run North 13 degrees and 3 minutes West 147.6 feet to Point "C", thence run at right angles and run North 76 degrees 57 minutes East 147.6 feet to the Point "D"; thence run South 13 degrees 3 minutes East 147.6 feet to Point "A", the point of beginning.

This tract of land is a portion of Natchitoches Regional Airport and is more fully shown on a plat of survey by A.J. Brouillette, Surveyor, dated June 18, 1962.

EXHIBIT B

A certain square, parcel or tract of land located in the Natchitoches Regional Airport, measuring 1000 feet by 75 feet and containing 7,500 square feet. The said plot of ground is more particularly described and shown as Lot 7 on both the Airport Layout Plan of April 12, 1994, and the Lot Schedule prepared by Airport Development Group, Inc. dated August 2015, a copy of which is attached to the Mortgage as defined in the Subordination, Non-Disturbance and Assignment Agreement to which this Exhibit B is attached.

Ms. Morrow then read a resolution passed by the Natchitoches Parish Voters and Civic League, Inc. to be present to the Mayor and City Council. The resolution passed emphasized the groups objective for improvement of the quality of life and involvement in Natchitoches' minority citizens. The group desires for the old train depot to be utilized as a Black Heritage Museum and have received pledges from local Black citizens to display the history of the Black people.

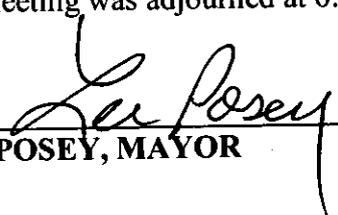
Ms. Morrow then stated the group is almost finished with a proposal and you will see where we plan to get some of the funding for this project. She also mentioned the Louisiana Municipal Association sends out a newsletter each month with grant opportunities the City should look into.

The next scheduled City Council meeting will be held on June 22, 2015.

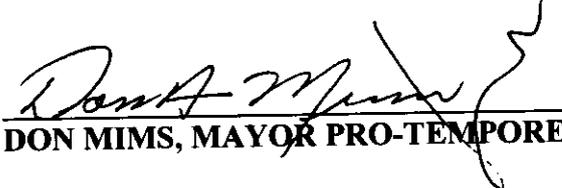
The offices of the City of Natchitoches will be CLOSED Friday, July 3, 2015 in honor of Independence Day.

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

The meeting was adjourned at 6:10 p.m.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO-TEMPORE