

**CITY COUNCIL - PRE-MEETING 6:30 P.M. TO 7:00 P.M.**

Natchitoches City Council will have a pre-council meeting beginning at 6:30 p.m. and ending at 7:00 p.m. to discuss any non-agenda items. The City Council meeting will begin promptly at 7:00 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.

**NATCHITOCHESES CITY COUCIL MEETING**

**AUGUST 9, 2010**

**7:00 P.M.**

**AGENDA**

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF JULY 26, 2010**
5. **McCain** **APPEAL** by Gary and Susan Howell of the denial of the placement and design of the proposed structure at 417 Jefferson Street, Natchitoches, Louisiana
6. **PLANNING & ZONING – FINAL**  
**#039 Morrow** Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows:  
3.55 Acres – That Part Of J. W. Thomas School Property, As Shown On Plat By Brouillette From B-3 To An Additional Zoning Of B-A To Authorize The Sale Of Beverages Of Low Alcoholic Content For Consumption On Premises  
(400 Martin Luther King Drive – Ben Johnson Auditorium)
7. **ORDINANCES – INTRODUCTION:**  
**#045 Mims** Ordinance Declaring Certain Buildings Unsafe And Recommending That Same Be Demolished Or Put Into Repair To Comply With The Building Code, Authorizing Notice To Be Served, Fixing Hearing Date And Appointing Curator To Represent Absentees
8. **ORDINANCES – FINAL:**  
**#043 Mims** Ordinance Amending the 2009-2010 Budget to Reflect Additional Revenues and Expenses  
**#037 McCain** Ordinance Renaming a Portion of East Third Street from Highway Boulevard to Younger Boulevard in Honor of W. R. Younger  
**#040 Nielsen** Ordinance Authorizing Mayor Wayne McCullen to Execute a Cooperative Endeavor Agreement with the Cane River National Heritage Area
9. **REPORT:** Pat Jones – Financial Report
10. **RESOLUTIONS:**  
**#071 Morrow** Resolution Authorizing The City Of Natchitoches To Adopt Plans And Policies And To Authorize And Appoint Individuals For Compliance With The LCDBG Regulations In Connection With The Louisiana Community Development Block Grant (LCDBG) For Street Improvements

- #073 Payne** Resolution Authorizing The City Of Natchitoches To Adopt Plans And Policies And To Authorize And Appoint Individuals For Compliance With The LCDBG Regulations In Connection With The Louisiana Community Development Block Grant (LCDBG) For Physical Accessibility Improvements
- #074 McCain** Resolution Authorizing The Execution Of A Master Mutual Aid Agreement To Provide Voluntary Mutual Aid And Assistance In An Emergency Or Disaster Event To Participating Members Of The Louisiana Municipal Associations
- #075 Nielsen** Resolution Authorizing The Mayor Of The City Of Natchitoches To Enter Into An Interlocal Agreement With Natchitoches Parish Sheriff's Office For Application For The Edward Byrne Memorial Justice Assistance Grant Program (JAG)
- #076 Mims** Resolution Authorizing The City Of Natchitoches To Submit The Annual Environmental Audit Report For The Waste Water Treatment Plant To The Louisiana Department Of Environmental Quality

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, AUGUST 9, 2010, AT SEVEN O'CLOCK, (7:00) 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, August 9, 2010, at 7:00 p.m.

There were present: Councilmen; Jack McCain, Larry Payne, Dale Nielsen and Councilwoman Sylvia Morrow

Absent:       None

The Mayor welcomed those in attendance.

The Mayor asked everyone to rise for the Invocation given by Chief Mickey Dove, Director of Public Works, followed by the Pledge of Allegiance lead by Mr. McCain.

The Mayor then introduced Natchitoches Area Jaycees Mr. Joe Evans and Steve Boyd. Mr. Evans thanked the Mayor and Council and gave information about Jaycees and their Hero of the Month, Sergeant Reagan Wilkerson and awarded his family with a gift package donated by various businesses. The Mayor then presented the family with a plaque designating Sergeant Reagan Wilkerson as Hero of the Month and expressed appreciation for their service.

The Mayor then reported on the Louisiana Municipal Association's Annual State meeting in New Orleans. Mayor McCullen said there were more than 1800 delegates attending. He went on to say that Natchitoches was awarded the Community Achievement Award, the Best of Show, the number one award in the State and is extremely proud and awarded each Council member a plaque. He then thanked Gabe Ward for his help in the recycling effort around Natchitoches area.

Ms. Morrow advised the Council that not only she is a part of the LMA but also a part of the Louisiana Municipal Black Caucus Association. She went on to say that she was appointed a Presidential award and was also elected as the first Vice President on the State level of the Louisiana Municipal Black Caucus Association.

The Mayor then asked Gabe Ward to come up and give some information on the recycling program.

Mr. Gabe Ward stated that he was excited when he was putting this together with Randy and when they were getting the figures together and realizing how they did in the first year and all they had accomplished and what the goals were and are where they wanted. He also stated that it is not very often that someone with a trash background gets to participate in an award such as this one. He goes on to say that he thinks one of the best parts of the recycling program is the wood waste recycling. He said they used to long-haul to a landfill but it is now stock-piled and another company comes and chips it up and uses it as fuel. He goes on to discuss the blue bins and states that everyone who recycles with the blue bin was a big help also.

The Mayor then called for the reading of the Minutes. Mr. McCain made a motion to approve and dispense with the reading of the minutes, and Ms. Morrow seconded the motion. The roll call vote was as follows:

**AYES:           McCain, Morrow Payne, Nielsen, Mims**  
**NAYES:       None**  
**ABSENT:       None**

museum opening in the future, the city would only benefit from having more accommodations in the downtown area. At this point, I would have to say that our experience as owners of property in the Historic District has been very unpleasant. And I certainly could not recommend investing in and renovating property in the Historic District. I hope something will change my mind.

Again, we live in the best country in the world. We are free because of the sacrifices of fellow Americans. We must stand up for our freedoms and rights.

Sincerely,

A handwritten signature in cursive script that reads "Gary + Susan Howell". The signature is written in black ink and is positioned above the typed name.

Gary and Susan Howell

The Mayor declared the Motion as **PASSED**.

APPEAL by Gary and Susan Howell of the denial of the proposed structure at 417 Jefferson Street in Natchitoches.

Ms. Susan Howell addressed the Council by reading a letter that she had written as follows:

“On July 7, 2010 the Historic District Commission denied our application to construct a garage at 417 Jefferson Street. Please consider this letter notification of our decision to appeal the ruling of the Historic District Commission. According to the handbook distributed by the commission one of the purposes of Ordinance number 50 is to strengthen the economy of the City by stabilizing and improving property values in history areas.

I attended a work session of the Historic District Commission several months ago. One of the members asked why the Commission gave people such a hard time who are willing to invest time and money to renovate and improve properties in the Historic District. I am wondering the same thing. I understand the need for guidelines, but each property is unique. I believe Section 8-C of the handbook addresses this issue.

My real concern is the way the Historic District Commission conducts business. I was asked at the February meeting why I wanted a garage. The last I checked we live in the United States of America, home of the free and the brave. Men and woman have fought and died for their freedom and continue to do so today. I am afforded the right to life, liberty and the pursuit of happiness. I do not have to tell anyone why I want a garage. I was told there were lots of businesses operating a bed and breakfast in the Historic District without garages. And just how does that apply to her application? My property, again, is a unique situation.

At the June 30<sup>th</sup> meeting I was asked why I wanted a covered walkway between the garage and the house. One member stated that she did not have a covered walkway for 20 years and had managed just fine. Again, how does that apply to my situation? I was also asked if I would consider fewer parking spaces and maybe ask the property owners beside me and across the street if my guests could use their parking spaces. That is a ridiculous request.

Renovating this property would result in higher property taxes for the City of Natchitoches and operating a Bed and Breakfast would result in even more taxes for the City. With the new museum opening in the future, the city would only benefit from having more accommodations in the downtown area. At this point, I would have to say that our experience as owners of property in the Historic District has been very unpleasant. And I certainly cannot recommend investing in and renovating property in the Historic District. I hope something will change my mind.

Again, we live in the best country in the world. We are free because of the sacrifices of fellow Americans. We must stand up for our freedoms and rights.”

Mrs. Howell continued to say that she does not understand why they wanted to know why she wanted a garage. She asked if anybody there had been asked why they wanted a garage on their property and why they wanted a covered walkway on their property from their garage to their house. She was asked that question. She said that

she and her husband bought the property and is now renovating the property and that it would be an asset to Natchitoches and she thinks the committee is unwilling to work with them. She said she has made numerous attempts to work with them and they cannot come to an agreement. She does not want to move her garage closer to the house next door. She put it in the only place that it can go.

Mary Striegel said that she lives at 329 Poete and she is there tonight to speak in support of the Historic District Commission and their decision on this property. She asked for indulgence and reminds them of why they have a National Historic Landmark District. She said it's a little bit different than just having a district that locally recognizes the historic significance of property. She said it allows for federal funding to come in and help in the development and support of the community. The Historic District Commission is the local branch that helps with the design issues. The National Historic Landmark District looks at how the properties relate to each other as a whole. It includes things like how one might look at landscapes, streetscapes, and how properties interact with each other so that when you change one property it impacts other properties in the district. So the design elements are there to protect the district as a whole. Mrs. Striegel said that in this situation there are no other properties that she knows along that stretch of road or anywhere along from Jefferson to Washington where you have a garage placed so far forward on the property or at a scale that is much larger than many of the other structures along that area. It is going to change the way that you see the community. So she thinks those were the issues that the Historic District Commission wanted to address. She said she really appreciates anyone and everyone that comes in and invests in the Historic District. She said that she has lived there for 15 years and she enjoys her historic property and she is opinionated about it. She would like to thank the Howell's for investing in their property but recognizing that it is the whole design and not just the individual property that they have to address. She would support the decision of the Historic District Commission.

Ms. Susan Howell stated that each property is different and you have to work with what you have. She is limited with space as are a lot of other properties in the Historic District. She said, as she said before, there are houses in the Historic District where the garage is in front of the house.

Ms. Morrow stated that she would like to hear from Ms. Fowler in this meeting.

Ms. Fowler addressed the Mayor and Council by giving the chronological order of the events that led up to Ms. Howell's appeal. She would first preface by going to the ordinance and she stated this not necessarily just in support one way or the other but to give them an idea of why the decision was made to deny the garage in terms of the design and the placement per say. The Historic District Ordinance reads that the commission would have the purpose of preservation of all structures in the Historic District section of the City which have architectural and historical value which should be preserved for the benefit of the people of the City and State but further down in the language it gives the guidelines for the submittal of plans to the commission for exterior changes and what's given there is that the owner of any property within the Historic District shall apply for a permit from the commission before the commencement of work, any work in the erection of any new building or construction in the Historic District, the alteration or addition to any existing structure in the District, the painting, repairing or demolition of any existing building situated in the District. The application calls for a set of plans and specifications to be presented that relate to the proposed appearance, color, texture or materials and architectural design of the exterior including the front, side, rear and roof of such buildings, alteration or addition of any building or out-building, part wall, courtyard, sidewalk, driveway, parking area, fence or other dependency thereof. So given that description of the Commission's authority, Mrs. Fowler goes on to share where the Commission started with Ms. Howell and why the decision was made to deny the garage, not to deny the construction but the design and placement of it primarily. She said that Ms. Howell made application on January 21<sup>st</sup>, to

construct a circular drive, extend the existing driveway, construct additional driveway and remove a carport cover. In February the Commission made a decision regarding her application that was February 1<sup>st</sup>, 2010. The application is for renovations and driveway. It was stated and this was text taken from the contributing structure inventory that she had on file at her office. It indicates that 417 Jefferson Street is one of Natchitoches' most significant Tudor revival cottages based on it's high degree of architectural finish and it's outstanding integrity. The brick residence features a cross gable roof, and full width porch with a gabled entrance projection with keystone arch. The porch is well detailed with scrolled wooden porch supports that rest upon a brick porch wall elaborated with recess decorative panels and banding created by bricks laid in a zig zag pattern. The construction period was between 1923 and 1930. So the application had great significance and was one to be considered with regard to any additional structures that would either detract or enhance the main structure. Ms. Howell presented the application and stated that there is a very narrow existing driveway on the north side of the house that she would like to extend out five feet. She also proposed to add a 14 foot wide circular drive at the front of the property and a 26 foot wide driveway on the south side of the property. Ms. Howell stated that she would use concrete rather than pavers. She would return at a later date with plans for the construction of the garage. So her comments here set the stage for the commission to assume that she only wanted a driveway and not to build the garage at the February 1<sup>st</sup> request meeting. So a motion was made to approve the application for the driveways and the motion carried unanimously. After that time during their inspections of what was occurring at the property she did learn that Ms. Howell was building the foundation for the footprint which would in the future serve as the foundation for the garage so she did call her and ask her to come in and make sure they would clarify what her intent was and compare that to the documents they had on hand relating to the construction of the circular drive and the proposed driveway. Now the footprint of what you would see if you look at the property today would have been the foundation for a garage in the future and the garage is not an existing structure. Shortly after that, they did go into the June 7<sup>th</sup> meeting and she asked Ms. Howell to come in and make sure everything was clarified. The proceedings of that meeting indicate that Ms. Howell presented her application for the pouring of the foundation for a garage with it being stated that the garage would be built at a later date. Ms. Gahagan questioned Ms. Howell on whether there was an actual plan for the garage that the Committee could review. Ms. Howell stated that there were not any plans for the actual garage that could be reviewed but she needed to pour the slab for the garage in order to have additional parking. Dr. Crossno indicated that she would like to be presented with the actual plans for the garage. These are several of the Commission members who made comments. Ms. Salter questioned whether Ms. Howell would be willing to bring in completed plans with a proposed structure on the slab even though she's not ready to move ahead with the actual structure. And with all of that said, Dr. Horton made a motion to table the application and that motion passed unanimously. Ms. Gahagan further stated that she would she appoint a committee as a whole to work with Ms. Howell during the next month as she devises her plans and gets things organized as to what she actually wants to build on the concrete slab. The committee that meets with her would have the authority at that time to determine if everything was in order and in compliance with the ordinance. So that set the stage for the Commission as a Committee of a whole to meet with Ms. Howell on June 30<sup>th</sup> on site and she did also arrange a meeting at City Hall in the conference room to accommodate everybody. She went on to give a report of the Committee of the whole as they met on site. The application was made by Ms. Susan Howell on February 1<sup>st</sup> for the construction of a driveway on the south side of the property for a circular driveway and for the installation pouring of a 5 foot wide concrete addition to the existing driveway. The application was approved for the driveways as per the minutes from February 1, 2010. The application was not made for the construction of a garage at the February meeting. Ms. Howell indicated that she would return at a later date with plans for the construction. In May of 2010 work commenced on the foundation for the garage and she did ask her to stop work until the Commission could have a chance to review its decision of February 1<sup>st</sup>. Discussion of the project as

it was held on site the Historic District Commission acting as a Committee met with Ms. Howell on Tuesday, June 30<sup>th</sup>. Commissioners present were Marion Salter, Alan McMurtry, Ryan Smith, Virginia Crossno and Sharon Gahagan. After a preliminary discussion at the office the Commission members met with Ms. Howell on site. And that was an opportunity to try and gain an understanding of what her plans were, what her intent was with the construction of the garage. She said she didn't think it was at all intended to devalue Ms. Howell's interest in improving the property because the work she has done is very outstanding and she is to be commended for it. An inspection of the project site at the home located at 417 Jefferson Street is a contributing structure and considered as an extremely important component of the District. After an assessment of the visual impact and construction of the driveways and the proposed site for the garage, the commissioners and the applicant agreed on the following, and this was an agreement of the commissioners and the applicant: Number 1, driveway surface would be brushed aggregate, boarded in brick and having brick seams. Note, the applicant indicated that using brick as a surface for the circular driveway could be an option. Number 2, maintaining the existing width of the driveway on the north side as it extends from the street and widening the driveway as it continues to the east and passes the midsection of the house. Number 3, landscaping hedges would be added on the north side of the driveway where hedges had been removed. Landscaping along the south property line and in the area between the circular street and drive would be added. The circular drive would be set back as far as possible from the street. Number 4, the 26 foot wide driveway on the south side would be reduced to 14 feet at the street and widened as necessary to accommodate the circular driveway. Number 5, additional landscaping to enhance the historic structure would be added. Number 6, proposed new construction would a.) have shingles matching those on the historic home; b) incorporate architectural elements and brick styles and colors as those on the house; c) have opened arched brick sides north and south elevations, open arched entrances west elevation. The design would resemble a (portecache) drive through; and Number 7, the commission has recommended reducing the size footprint of the proposed new construction and placing it toward the rear of the property. As proposed, the structure extends beyond the front of the historic structure and is almost half the width of the home. The scale of the proposed structure and it's proximity to the street are not appropriate. So the decision of the commission was in agreement that the design of the proposed structure is improved by opening it up and also adding architectural elements in keeping with those on the historic house. The placement of the garage as proposed is incongruous or out of place, inconsistent and inappropriate in character with the neighborhood and District as a whole. Therefore the application to construct the garage and the proposal location is denied by unanimous decision of the commission as presented at the June 30<sup>th</sup> meeting. The commission stated that they would be willing to work with Ms. Howell on appropriate placement and construction of the structure. This decision of the commission as a whole was ratified at the July 7<sup>th</sup> meeting of the Historic District Commission. The last document she had is the proceeding from that meeting on July 7<sup>th</sup>. Sharon Gahagan presented a report from the committee of the whole. Susan Howell stating after reading of the report that she agreed to the changes of the driveway along with the garage so she decided to go back to the original driveway that was approved originally and she was just not going to do the garage since she could not have the garage. Ms. Gahagan then asked Ms. Howell to approach the commission. Both she and Ms. Howell would initial the original driveway plan that was approved at the February 1<sup>st</sup>, 2010 meeting. Dr. Horton moved to ratify the committee of the whole report from the June 30<sup>th</sup>, 2010 meeting on site. Ryan Smith seconded, the motion carried unanimously. And after that time she sent a letter to Ms. Howell indicating the decision of the commission and the reason behind the commission's decision. That led to Ms. Howell's decision to appeal the decision of the commission.

Mr. Morrow advised that she heard all of the stuff that Ms. Fowler read. She was not at planning and zoning but stated that she would like to be fair with everybody. She stated that she does not always go along with the Historic District because sometimes she feels that they venture out too far into business where the City should be taking care of

it. She said that she thought in all fairness to Ms. Howell she'd like to see the Historic District Commission work with her. She'd like to see her go forward with her business and make the necessary corrections that she needs to and she's in a position to vote for that.

Mr. Mims advised the Council by stating that he knows the historic section is the National Landmark District, Mayor Bobby Deblieux back in the 80's established it and there were, probably when you think of the timeline that those were built, every community in America just about had the same homes and the type of development of community as that is. But because of remodeling and renovations and changing of the structures they lost their historic integrity. He thought that Mr. Deblieux was very excited in trying to preserve this and also establishing the commission to monitor this. He thinks that the property values in the Historic Commission are probably higher than most of the areas square foot wise because of the security that they know that that property is going to be maintained for perpetually as far as the Historic Landmark District. He would hope that they would support the Historic Commission on most of the issues on things they decide and look at exactly what they say. He thinks that possibly putting a garage in front of a historically strong home may destroy the visual impact of that street. He does think that they have done a wonderful job on what they have done and they need more people to do that and he hopes that there is some other location or some other thing they could do to maintain the integrity of that neighborhood and still be able to move forward with their business and the construction.

Mr. Nielsen stated that he concurred with Councilman Mims. He said that he has done a lot of research and he wished they could have mediated it but unfortunately it's on the floor and he's had to make a choice and he thinks they've put the commission in there, they have pretty strict guidelines although they are somewhere subjective and he hates that the Howells are having a hard time because they do have a wonderful project there but from where he sits right now he hasn't seen enough to convince him to overturn it.

Mr. McCain stated that this had been a tough one. He said that they worked really hard to try to come up with a solution that could get approved by the Historic Commission and apparently they have come to somewhat of a stalemate in that respect. He also said that, like Mr. Mims and Mr. Nielsen, he doesn't think the Historic District Commission is always 100% right but he does think that they need to uphold them because he thinks that the work that they have done through the years has contributed to the status as a Landmark District and he doesn't know that the City would have the charm and the attractiveness to tourists and so forth that it has if they ignored their request. So he said that he would have to be in favor of upholding the Historic District Commission's ruling.

Mr. Payne asked what they would have to do to meet the Historic District criteria from what they are trying to do now.

Ms. Howell responded by stating that she agreed to every change that they proposed except moving the garage.

Mr. Payne said he was trying to visualize how far the garage is sitting up from the house.

Ms. Howell stated not very far, not near as far as some of the garages that are completely in front of other houses in the District. There again if she moves it over to the property line then who is to say that Planning and Zoning is not going to tell her no.

Mr. Payne asked Ms. Howell if she has asked them that.

Ms. Howell said that she has not. She has never gotten anything from the City. She was told that the City Attorney would have to rule on who had the final say. That's what she was told.

Mr. Payne asked Ms. Fowler if this was true.

Ms. Fowler responded by stating not entirely. She said that there has always been the perception that one commission would either be accountable versus the other. She stated that she has the responsibility of trying to coordinate between two commissions, Planning and Zoning and HDC. The issue of whether or not Ms. Howell can build on the line is one that has to click for both commissions. Yes they do have the authority to grant variance if necessary. The topography of her lot is that it narrows out as you back from the street line, going into it, it goes at an angle. So an application before Planning and Zoning still needs to meet with HDC approval. She said there needs to be a common ground there and she thinks the commission can work it out. She believes the reason for asking was the scale of the structure is what is significant. If they reduce the scale of the structure then they would reduce the amount of set back it would need. She knows that there is an existing garage on the north side of the house which was the standing garage. It may be a little undersized but there is a garage on site so to build another garage is one of the things that the commission was asking about without trying to get into the personal details of why she wanted it. But looking at what already existed there was the intent. She doesn't think it's a great issue with determining what her variance will be. She thinks it's a matter of getting together, coming to some common agreement on how much of a variance would be needed and how much a set back can be accomplished without being on the line. The neighboring property owner's house is probably encroaching in some way but it's the nature of the layout of the properties that make the difference.

Ms. Howell stated that the original plan she presented had the garage on it. They never said you cannot go ahead and pour the slab, that was in February.

Ms. Fowler stated that she disagreed with that.

Ms. Howell stated that she thought it was a shame that if they drive through and look at some of the properties that nothing has been done to them in years. And this property was a rental property. She thinks it's going to deter people from investing their money and their time.

Ms. Morrow said that she is listening to both sides. She asked if she said that back in February nothing was said at all to you.

Ms. Howell stated that she said she would like to go ahead and pour all the concrete at one time. No one said oh that she couldn't do that, that they needed plans. No one said anything like that.

Ms. Fowler commented on that by stating that the application showed proposed driveways. There was a footprint drawing of a garage shown on her plan but her application was not for the garage. She said that Ms. Howell indicated that she did not intend to build it. She said that she thinks the commission's approach to that was that if they put a drive or a section and they lay that out for a garage that becomes the foundation for the garage, that's not a driveway, that's the foundation for the garage.

Ms. Howell stated that she told them that and they weren't ready to build it but would like to pour all of the concrete at one time and no one said that she could not do that.

Ms. Fowler agreed but that her plan did not reflect that.

Ms. Howell said that the garage is drawn on the plan.

Ms. Fowler said that it was not in her application. Her application did not call for the garage that it called for driveways leading up to that boundary that she showed on her plan. She stated that she has copies.

Ms. Howell stated that she has a copy too.

Ms. Fowler stated that she didn't think it was the commission's intention to be deceptive in what they are requesting but from one meeting to the next her request was handled as she brought it to the commission. When the commission asked that plans be brought in she did provide a set of plans and from that point forward the commission began to discuss the scale, siting and the volume of the structure. She stated that she did not know how to make it any plainer.

Ms. Morrow asked Ms. Howell if she was willing to get with Planning and Zoning and then Historic District Group to try to resolve the problems.

Ms. Howell stated that she met with them for two hours. She stated that she gave them everything that they asked her to do except move the garage. And she stated that she doubted that the next door neighbor would appreciate her having her garage right in his backyard. That they may want to ask him because she hasn't asked him.

Ms. Morrow said that she takes her word for it. And that she has had a chance since she has been on this council to listen to Planning and Zoning and the Historical group and that she has had to vote against the Historical group. She has heard both sides tonight so she is in the position to vote.

Ms. Fowler reiterated that her position is not to take sides but to present the applications and to express the decisions that were made by the commission and she wants Ms. Howell to know that. She has dealt with both commissions especially the Historic District Commission for about 4 years and she has heard every imaginable situation come through the door and Ms. Howell will attest that they have accommodated her at least in the administrative side of this. But she believes that what is good for one is good for all and she thinks the only way they are going to be good with what they are doing is to set a standard and have everybody comply with that standard, whether it's new construction, signage, whether it's landscaping or whatever the case is and she thinks and would appreciate and does want the council to look at what's been commissioned by the commissions and weigh what's being done. She would hate to see the council have to go into more compliance matters like fines or penalties and that kind of thing but it's a tough job to make everybody comply and comply with a positive attitude. Ms. Howell has been very gracious. She stated that she has tried to accommodate her and she hopes that she has been comfortable with their proceedings but she really believes that the commission tried to work and tried to iron out the details whether it was to reduce the size of the garage, back it up, or some other consideration and she wanted her to know that.

Mr. Tommy Ward advised Ms. Fowler that he heard what she just said about being fair to all and he's not downing the Historical District or the commission, they have nice places there but however he recalled about six years ago there was a young lady off of airport road that built a nice porch onto her house and they made her tear it down after she spent her money. As a homeowner like these people here he thinks, he feels the same way that they live in a free community. She has seen many houses in the Historic District that are remodeled. One house in particular has an apartment built on to the other side. She turned it from a whole house into another dual, it's dual house, two houses in one. He went on to say that these people want to upgrade their property and he doesn't see any problem in it. But if they want to be fair to one they should have been fair to the lady on airport road six or seven years ago when Mr. Jackson sat there. He stated that that's not being fair. And another thing is that they have problems all over the city not just in the historical district.

The Mayor asked Mr. Ward to just address this issue.

Mr. Ward stated that he was because the whole City of Natchitoches especially where he lives on Texas Street the store needs to be cleaned up because it's a health hazard. He said they are sitting there talking about how to enhance Natchitoches.

Mr. Mims made a motion to deny the appeal of Gary and Susan Howell at their structure at 417 Jefferson Street. The motion was seconded by Mr. McCain.

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

<b>AYES:</b>	<b>Mims, McCain, Nielsen</b>
<b>NAYES:</b>	<b>Morrow, Payne</b>
<b>ABSENT:</b>	<b>None</b>

The Mayor declared the appeal was **DENIED**.

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

**ORDINANCE NO. 039 OF 2010**

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

**3.55 ACRES – THAT PART OF J. W. THOMAS SCHOOL PROPERTY, AS SHOWN ON PLAT BY BROUILLETTE FROM B-3 TO AN ADDITIONAL ZONING OF B-A TO AUTHORIZE THE SALE OF BEVERAGES OF LOW ALCOHOLIC CONTENT FOR CONSUMPTION ON PREMISES**

**(400 MARTIN LUTHER KING DRIVE – BEN JOHNSON AUDITORIUM)**

**WHEREAS**, the Planning Commission of the City of Natchitoches, State of Louisiana, recommended at their meeting of January 5, 2010 that the request of Claire Prymus, c/o Ben Johnson, LLC. to rezone the property described above from **B-3** to **an additional zoning of B-A**, to authorize the sale of beverages of low alcoholic content for consumption on premises (400 Martin Luther King Drive – Ben Johnson Auditorium), be **DENIED**; and

**WHEREAS FURTHER**, by Ordinance Number 3 of 2010, the City Council of the City of Natchitoches, conditionally approved the rezoning request, in order to allow the applicant to make its application for State and Local licenses for the sale of alcoholic beverages of low alcohol content, and to allow a period within which the applicant can demonstrate its ability to control the premises and provide for safety of its patrons and the adjacent community; and

**WHEREAS FURTHER**, pursuant to Ordinance Number 3 of 2010, the conditional approval was to be reconsidered by the City Council of the City of Natchitoches, Louisiana, at the second City Council meeting in the month of July 2010, at which time the City Council was to review the status of the applicant's efforts to obtain State and local license for the sale of beverages of low alcohol; and

**WHEREAS FURTHER**, pursuant to Ordinance Number 3 of 2010, the conditional approval was to be reconsidered by the City Council of the City of Natchitoches, Louisiana, at the second City Council meeting in the month of July 2010, at which time the City Council was to review the applicant's operation of the premises since the time of the granting of the conditional approval and determine whether the applicant has evidenced an ability to control the premises and provide for safety of its patrons and the adjacent community; and

**WHEREAS FURTHER**, the Applicant has provided evidence that all State and Local licenses for the sale of alcoholic beverages of low alcohol content have been obtained by the Applicant; and

**WHEREAS FURTHER**, the Applicant has provided evidence that it's operation of the premises since the granting of the conditional license has provided for the safety of its patron and the adjacent community; and

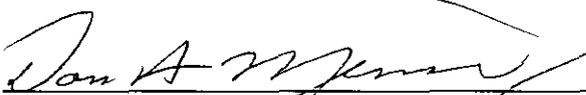
**NOW THEREFORE, BE IT ORDAINED**, by the City Council of the City of Natchitoches, that the application of Claire Prymus, c/o Ben Johnson, LLC. to rezone the property described above from **B-3** to **an additional zoning of B-A**, to authorize the sale of beverages of low alcoholic content for consumption on premises (400 Martin Luther King Drive – Ben Johnson Auditorium), be **Granted**.

The above Ordinance was Introduced by Mr. Morrow on the 26th day of July, 2010 and having been duly advertised in accordance with law and a public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

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

**THEREUPON**, the Mayor declared the Ordinance **PASSED** this 9<sup>th</sup> day of August, 2010 by a vote of 5 ayes to 0 nays.

  
\_\_\_\_\_  
WAYNE McCULLEN, MAYOR

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

Delivered to the Mayor on the 10<sup>th</sup> day of August, 2010 at 10:00 A. M.

Ms. Morrow stated that at she has been keeping up with what's going on at the Ben Johnson Auditorium and there hasn't been any problems out there, any shootings or bad fights and she finds that to be an improvement. She goes on to read a letter from Ms. Prymus that she is not going to be selling liquor at the place. She would like to have beverages of low content for wedding receptions, family reunions and special receptions. Ms. Morrow stated that there was a point that Mr. McCain brought up and that she will have Ms. Prymus address the council. She asked them what else did they plan to serve there? She stated that she visited with Mr. Craig Brown and he stated that they would not have liquor at dances.

Ms. Prymus stated that with the temporary ordinance they have been able to weed out a street crowd so they are not having those types of parties anymore and that that is good for the City. She goes on to say that the etcetera means primarily wedding receptions, graduate chapter parties of Greeks or masonic organization will have events there. She said that fortunately Northwestern has a no drink tolerance so they have not had any problems with the college.

Mr. Mims told Ms. Prymus that she has done a good job on maintaining what she had said and he appreciated her following through.

Mr. Payne concurred.

**ORDINANCE NO. 045 OF 2010**

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

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

1. Warren H. Hollingsworth  
839 Brockhurst St.  
Oakland, CA 94608

**Lots 4 & 6 Blk 2 of JHR Addition (320 Howell St.)**

2. Myrtis D. Howard, et al  
C/O Tammy Wiltz  
P O Box 15264  
Humble, TX 77347-0000

**22 Ft. Off Rear Part of Lot 2 & 6 Ft Off Rear of Lot 1 Blk L of East (308 Jean Marie St.)**

3. Louella J. Rivers, Et Al  
814 West Rimes Circle  
Monroe, LA 71201

**50 Feet Off East End of Lot 10 Block 1 of JHR Addition (402 Howell St.)**

4. Lillie J. Jackson & Otis Johnson, III  
602 Culbertson Lane  
Natchitoches, LA 71457-0000

**S/2 of Lot 9 Block F of S & P Addition (306 High St.)**

5. Emma S. Turner, et al  
5950 Willow Glen Dr.  
Houston, TX 77033-2138

**Lot 15 Blk L of East Natchitoches (316 Scarborough Ave. & Mobile Home at 317 Jean Marie St.)**

6. Louise R. Williams  
1224 Ames Blvd.  
Marrero, LA 70072

**Lots 27 & 28 Blk N of East Natchitoches (418 Scarborough Ave.)**

7. Marilyn E. Nash  
936 Dixie St.  
Natchitoches, LA 71457-0000

**S 27 Ft. on N ½ & N 7 Ft. of S ½ of Lots 23 & 24 Blk 6 Bailey Hgts. (936 Dixie St.)**

8. Gwendolyn F. Williams  
1201 Dean St.  
Natchitoches, LA 71457-0000

**Lot 19 Blk 3 of Ellis Dean Add. (1202 Allen St.)**

Ms. Lillie V. Jones Jackson stated that she owns a piece of property with another partner on Hyde Street. She said that her intention was to take the building down but asked who would she get to remove the houses?

The Mayor stated that he really prefers for them to move the houses and they contract with who they want to.

Ms. Jackson stated that she does not know the contractors and that is why she is at the meeting.

Mr. Mike Braxton asked Ms. Jackson to come by and visit with him and he could give her some contractor's names.

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

**ORDINANCE NO. 043 OF 2010**

**AN ORDINANCE AMENDING THE 2009 - 2010 BUDGET  
TO REFLECT ADDITIONAL REVENUES AND EXPENDITURES**

**WHEREAS**, Louisiana Statute requires that the City amend its operating budgets when fund balance is being budgeted, and there is a 5% unfavorable variance in revenues and expenditures.

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

	<u>2009-2010 Original Budget</u>	<u>2009-2010 Amended Budget</u>	<u>Increase/ Decrease</u>
<b><u>Utility Improvement/CLECO (Fund 073)</u></b>			
<b>REVENUES:</b>			
073-0000-481-02-00 CLECO Credits	500,000	0	(500,000)
073-0000-482-00-00 Interest	54,890	15,000	(39,890)
073-0000-483-00-00 Insurance Recovery	0	150,000	150,000
073-0000-491-02-00 Transfers Utility Fund	1,200,000	1,325,000	125,000
	<u>1,754,890</u>	<u>1,490,000</u>	<u>(264,890)</u>
<b><u>Debt Service - ARRA 09-Sewer Upgrades (Fund 083)</u></b>			
<b>REVENUES:</b>			
083-0000-433-09-00 Federal Grant	1,183,000	0	(1,183,000)
083-0000-482-01-01 Bond Proceeds	0	360,000	360,000
	<u>1,183,000</u>	<u>360,000</u>	<u>(823,000)</u>
<b>EXPENDITURES:</b>			
083-0000-591-20-03 Engineering Services	95,500	63,000	(32,500)
083-0000-591-20-13 Construction	1,037,977	0	(1,037,977)
083-0000-591-90-03 Capital Assets/Vehicle	0	315,000	315,000
	<u>1,133,477</u>	<u>378,000</u>	<u>(755,477)</u>

The Above Ordinance was introduced on the 26th day of July, having been duly advertised in accordance with law and a public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

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

THEREUPON, the Mayor declared the Ordinance **PASSED** this 9th day of August, 2010 by a vote of 5 ayes to 0 nays.

  
MAYOR

  
MAYOR PRO TEMPORE

Delivered to the Mayor on the 10th day of August, 2010 at 10:00 a.m.

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

**ORDINANCE NO. 037 OF 2010**

**ORDINANCE RENAMING A PORTION OF EAST THIRD STREET FROM HIGHWAY BOULEVARD TO YOUNGER BOULEVARD IN HONOR OF W. R. YOUNGER**

**WHEREAS**, the street extending East Third Street from Keyser Avenue to Scarborough Drive and extending past Keegan Drive to Keegan Drive (horseshoe) in East Natchitoches is currently named Highway Boulevard; and

**WHEREAS**, Mr. W. R. Younger lived at 214 East Third Street for many years and personally purchased plants and shrubs, manicured, watered, and maintained the green area in the boulevard area currently named Highway Boulevard; and

**WHEREAS**, the City of Natchitoches has recently upgraded and curbed the boulevard; and

**WHEREAS**, in honor of his father's many years of dedication for the caring and grooming of the Highway Boulevard, Dr. George W. Younger has requested that Highway Boulevard be renamed to Younger Boulevard in his father's memory and years of loving care and hard work for the beautification of the boulevard and his many contributions to the City; and

**WHEREAS**, Dr. Younger and his wife, Dr. Melanie M. Younger, have personally committed to restore the boulevard area with no expense to the City; and

**WHEREAS**, the City of Natchitoches wishes to dedicate the street currently known as Highway Boulevard to the memory and honor of W. R. Younger and rename Highway Boulevard to **YOUNGER BOULEVARD** in honor of his many contributions to the care of this boulevard.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and the City Council of the City of Natchitoches, in legal session convened, that the portion of East Third Street running from Keyser Avenue to Scarborough Drive and those points that intersects with both ends of the horseshoe of Keegan Drive is hereby renamed Younger Boulevard as shown on the attached map marked Exhibit "A".

**BE IT FURTHER ORDAINED** that upon adoption of this Ordinance that the City Clerk be authorized and instructed to file a copy of the Ordinance with the Clerk for Natchitoches Parish.

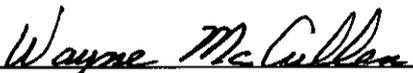
**BE IT FURTHER ORDAINED** that appropriate street signs be installed to designate the name change.

**BE IT FURTHER ORDAINED** that this Ordinance shall take effect and be in force from and after its passage and publication according to law.

This Ordinance was introduced at a regular meeting of the City Council on the 26<sup>th</sup> day of July, 2010, duly advertised in accordance with law and a public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

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

**THEREUPON**, the Mayor declared the Ordinance **PASSED** this 9<sup>th</sup> day of August, 2010 by a vote of 5 ayes to 0 nays.

  
WAYNE McCULLEN, MAYOR

  
DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 10<sup>th</sup> day of August, 2010 at 10:00 A.M.

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

**ORDINANCE NO. 040 OF 2010**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, LOUISIANA, TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH CANE RIVER NATIONAL HERITAGE AREA AND OR THE CANE RIVER NATIONAL HERITAGE AREA, INC., WHEREBY THE CITY OF NATCHITOCHEs WILL PROVIDE EMPLOYEES TO THE CANE RIVER NATIONAL HERITAGE AREA IN EXCHANGE FOR THE SERVICES AND BENEFITS THAT THE CITY RECEIVES FROM THE OPERATIONS OF THE CANE RIVER NATIONAL HERITAGE AREA.**

**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 Cane River National Heritage Area (sometimes hereinafter referred to as "Heritage Area") was established by Public Law 103-449 as a means by which the cultural heritage of the Cane River area may be recognized, preserved, promoted interpreted and made available for the benefit of the public; and

**WHEREAS FURTHER**, the Public Law 103-449, (Section 401c) and the Cane River National Heritage Area Management Plan identify the national heritage area as (1) an area of 116,000 acres, stretching from Interstate 49 to the Red River; (2) those properties within the Natchitoches National Historic Landmark District which provide important education and interpretive opportunities relating to the heritage of Cane River and facilitate the preservation of important historic sites and structures; (3) the Los Adaes State Historic Site; (4) the Fort Jesup State Historic Site; (5) the Fort St. Jean Baptiste State Historic Site; and

**WHEREAS FURTHER**, the Public Law 103-449, Sections 402c and 402d authorizes the Cane River National Heritage Area Commission (sometimes hereinafter referred to as "Commission") to develop cooperative agreements with property owners, preservation groups, educational groups, the State of Louisiana, the City of Natchitoches, universities, tourism groups, other groups, public or private individuals or entities for research, historic preservation and education purposes; and

**WHEREAS FURTHER**, the Public Law 103-449(d), subsections 1,2,4 and 7 specifically authorize the Commission to accept services from the City of Natchitoches and reimburse the City of Natchitoches for such services, give or accept services to or from other entities; and

**WHEREAS FURTHER**, Cane River National Heritage Area, Inc., a Louisiana not for profit corporation, (sometimes hereinafter referred to as "Corporation") has been created to carry on the duties and activities of the Commission, and the transfer of responsibilities would occur during the term of the proposed Cooperative Endeavor Agreement; and

**WHEREAS FURTHER**, the Corporation is authorized to enter into a Cooperative Endeavor Agreements with the City of Natchitoches; and

**WHEREAS FURTHER**, the Heritage Area has projects and programs that focus on historic preservation, cultural conservation and economic development primarily related to heritage tourism, and these projects and programs benefit the City through the development of the tourism infrastructure in the region, leading to increased visitors, longer length of stay, all of which results in higher tax revenues for the City; and

**WHEREAS FURTHER**, among the beneficial programs and projects which the Commission has participated in the past are the following, to-wit:

- 1) The Cane River National Heritage Area has partnered with Main Street to develop an exhibit for the foyer of the Natchitoches Events Center. These entities have partnered on a grant to receive approximately \$18,000.00 from the State of Louisiana. In addition to that, the Commission funded \$37,000.00 in design and implementation costs. Staff time dedicated to research and support of the project is not included in this figure, but it is significant, as well. The Commission is also developing an electronic kiosk that promotes Natchitoches tourism and will it be located in the Fort St. Jean Baptiste Visitor Center.

- 2) The Commission is engaged in a comprehensive signage initiative that will result in an interpretive and wayfinding signage program including the interstate, Highway 6, the Natchitoches National Historic Landmark District, and the roads along Cane River South of town. Design for the project will cost approximately \$110,000.00. Implementation will begin this Summer and will be funded in part by the Cane River National Heritage Area Commission. The Commission has partnered with the City on the application for funding for this project, resulting in the receipt of a \$150,000.00 *Preserve America* grant.
- 3) A joint interpretive center (Cane River National Heritage Area and Cane River Creole National Historical Park) will be built in conjunction with the Natchitoches Rest Area on Interstate 49. In addition to adding value to the rest area, the visitor center will help orient visitors to Natchitoches and the Cane River region.
- 4) The Commission has led the joint effort to rehabilitate the Texas and Pacific Railway Depot located in Natchitoches. To date, the Commission and the City have cooperated on successful funding applications totaling \$325,000.00 to preserve the structure. A joint application for transportation enhancement funding in the amount of \$283,000.00 is pending. In addition, the Commission has provided grant funding to the City, and has developed a preservation plan for the historic property at a cost of approximately \$20,000.00.
- 5) The City of Natchitoches has received grants from Cane River National Heritage Area for preservation of the Texas and Pacific Railway Depot (\$8,000.00), the Main Street Summer Camp (\$750.00), and land-use planning along the Waterwell Road Corridor (\$25,500.00). Also, the American Cemetery Association received a \$35,000.00 grant to erect an iron fence at the American Cemetery.
- 6) Other properties within the Natchitoches National Historic Landmark District have benefitted from the Commission, including the Roque House, the Judge Porter House, and Hankins House, the Cunningham Building, and the Prudhomme-Rouquier House.
- 7) In 2004, the Cane River National Heritage Area Commission partnered with the Historic District Development Commission to document the buildings on Front Street with the Historic American Buildings Survey of the National Park Service. The total project was valued at over \$80,000.00 with the local contribution amounting to half of that.
- 8) The Executive Director of the Cane River National Heritage Area, has partnered with the City of Natchitoches Main Street Manager on designation and the Natchitoches region as a *Preserve America Community*, a National Trust for Historic Preservation *Distinctive Destination*, and a *Great American Main Street* and a *Preserve America Presidential Award*. These awards, based on the successful relationship between heritage, tourism, economic development, and historic preservation, make the City eligible for future funding through these entities.
- 9) The Commission funded travel and associated costs for a speaker to address the Natchitoches Economic Development Commission's Branding Committee. Expenses for this presentation totaled \$3,000.00. This project led to a successful application for \$59,000.00 in marketing funds from the Louisiana Department of Economic Development.

- 10) The Commission and Main Street are leading the development of a Regional Marketing Plan in conjunction with the National Trust for Historic Preservation. Other partners include NSU, the Natchitoches Tourist Commission, the Historic District Development Commission and Cane River Creole National Historical Park. The project will result in a regional marketing plan based on research and a workshop recently held at NSU, training for tourism employees in stores and hotels in Natchitoches, and a transportation study. The Commission is supporting the project with a \$5,000.00 cash contribution and significant staff time dedicated to coordinating the project.

**WHEREAS FURTHER,** among the beneficial programs and projects which the Commission will participate are the following, to-wit:

- 1) CRNHA has led the joint effort to stabilize the Texas and Pacific Railway Depot located in Natchitoches. A joint application for transportation enhancement funding in the amount of \$283,000 is pending. The Heritage Area has provided grant funding to the City, developed a preservation plan for the historic property at a cost of approximately \$20,000.00, and has reserved approximately \$40,000 in matching funds for a feasibility study. In addition, Heritage Area funding (\$7,000.00) has supported academic research of the T & P Depot for possible use in interpretation and marketing.
- 2) The City of Natchitoches has received grants from Cane River National Heritage Area for Green Market assessment and planning (\$3,000.00). Also, the American Cemetery Association is projected to receive additional support for the implementation of improvements to the walking trail and landscape within the cemetery. In 2008, the Heritage Area funded a site review and assessment of the walking trail (Moore Planning Group, \$3,000.00).
- 3) Other properties within the Natchitoches National Historic Landmark District have benefited from the Heritage Area, including the Old Courthouse Museum, Historic Trinity Episcopal Church, Catholic Church Cemetery and American Cemetery.
- 4) Cane River National Heritage Area has partnered with the City of Natchitoches Main Street Manager on designation on the Natchitoches region as a *Preserve America Community*, a National Trust for Historic Preservation *Distinctive Destination* designation and a *Great American Main Street* and a *Preserve America Presidential Award*. These awards, based on the successful relationship between heritage area, tourism, economic development, and historic preservation, make the City eligible for future funding through these entities. Former CRNHA Executive Director, Nancy Morgan, served actively in these efforts during her employ. Heritage Area funding continued beyond Morgan's salaried tenure with contractual services funded by CRNHA for Morgan's participation through 2008.
- 5) The Commission funded travel and associated costs for Jeff Dawson, a graphics design professional, to address the Natchitoches Economic Development Commission's Branding Committee. Expenses for this presentation totaled \$3,000.00. This project led to a successful application

for \$59,000 in marketing funds from the Louisiana Department of Economic Development. Dawson, lead designer for the Heritage Area marketing & branding initiative, has continued to consult on City projects while making scheduled site visits to the Heritage Area.

- 6) During the 2008-09 restoration of Historic Front Street, Heritage Area funds (\$2,500.00) supported the purchase of display cases, interpretive signage and media to promote the preservation efforts of the City and LA DOTD. In-kind technical support for interpretation included CRNHA staff and advisors.
- 7) In 2009, Sarah Prud'homme, CRNHA Project Coordinator, teamed with City staff to provide technical assistance with the "Get Fit Natchitoches" initiative that included a successful Rapides Foundation grant request, development of a wellness program and media releases. Prud'homme was also funded by CRNHA to offer healthy eating demonstrations during the Cane River Green Market in 2009. Heritage Area support was proved for the City's marketing and advertising of the 2009 Meat Pie Triathlon (\$2,500.00).
- 8) In 2009, CRNHA contracted with Auburn University to conduct a native plant inventory of the Historic Landmark District and Cane River Creole National Historical Park. This multi-year project will result in a listing of native and heirloom plant species, their uses and possible origin. This information will be formatted for the general public to provide an enhancement to the City walking trail and the Heritage Area visitor experience. Information will be shared with the general public through a publication and website. The data collected will add another resource for residents, City planners, academic research, and heritage tourism. The contracted inventory cost of \$58,000 is a shared expense between Cane River Creole National Historical Park and CRNHA.
- 9) Complementing the Heritage Area and Historic District, the Cane River National Heritage Trail was designated by the State of Louisiana Legislature in 2010. This new Louisiana Scenic Byway placed the City of Natchitoches as the central hub of a trail system that stretches from the Allen exit along Highway 485 to Highway 6 through the City and extends along Cane River Lake to the southern end of the parish. CRNHA provided the funding and staff to lead the effort to complete the application and secure the designation for the byway, adding one more dimension to the tourism market for the City of Natchitoches and the potential for future funding.
- 10) In 2010, the Heritage Area began a project to conserve and update the documentation of the Natchitoches Historic Landmark District; all records have been scanned, transferred to electronic file format and copied to archival-quality CD-Rom to provide secure copies of these important records at no cost to the City of Natchitoches. Original copies [both electronic and paper] are on file with the Office of Planning and Zoning. A request for proposals is being developed for circulation to update the records with a complete re-inventory of the City's Historic District. Funding partners include the City of Natchitoches (\$5,000.00-ask), Historic District Development Commission (\$25,000.00-approved) and the Heritage Area (\$30,000.00-reserved). Project implementation will begin Fall 2010 with project completion slated for Summer 2011.

- 11) In 2010, the first phase of a comprehensive military heritage study has been completed. This technical report funded by the Heritage Area (\$25,000) and completed by the Cultural Resource Office, Northwestern State University, provides the base data to begin a multi-phase tourism package designed to coincide with the Sesquicentennial of the Civil War. Marketing for the tour will be part of a national media campaign linking to the Red River Campaign and Natchitoches. Subsequent funds will be committed to develop brochures, maps and web-based information highlighting the military heritage and resources from the Colonial Era to modern day of the Cane River region.

**WHEREAS FURTHER**, the City Council of the City of Natchitoches acknowledges that all of the above projects and programs were and are beneficial to the City of Natchitoches; and

**WHEREAS FURTHER**, under the terms of a Cooperative Agreement entered into February of 2001 by the City and the Commission, the Commission has reimbursed fully the City for salaries and related benefits paid for these employees in exchange for the partial exchange of the promotional and economic benefits derived from the activities of the Commission; and

**WHEREAS FURTHER**, the arrangement between the City and the Commission was extended by a Cooperative Agreement dated February of 2006, and was amended in 2008; and

**WHEREAS FURTHER**, the City of Natchitoches and the Commission have agreed to enter into a new Cooperative Endeavor Agreement to as set forth in the attached Cooperative Endeavor Agreement, with the following terms:

- (1) The City does hereby contract with the Commission and Corporation to provide employees to the Commission and Corporation as contemplated under this and prior Cooperative Endeavor Agreements. The employees assigned by the City to the Commission and Corporation under this Cooperative Endeavor Agreement will provide services at the direction of the Commission and Corporation.
- (2) The Commission and Corporation will fully reimburse the City for the actual cost of the employees assigned to the Commission and Corporation under this Cooperative Endeavor Agreement, which said reimbursement shall include the cost of salaries and related benefits including retirement, sick leave, vacation, comp time, worker's compensation, retirement, health insurance, etc.
- (3) The Commission and Corporation will pay an annual administration fee of \$5,000.00 per full time employee, which administration fee will offset some of the costs to the City and to establish an escrow for future claims that may be made by the employees assigned to the Commission under this Cooperative Endeavor Agreement or for actions of the employees assigned to the Commission and Corporation under this Cooperative Endeavor Agreement.

- (4) The City will amend its general liability insurance policy, to include coverage for injuries, death or loss of property, associated with the actions of the employees assigned to the Commission and Corporation under this Cooperative Endeavor Agreement.
- (5) The City agrees that the benefits provided by the Commission and Corporation to the City, as more fully set forth above, are consideration for the services provided to the Commission and Corporation.
- (6) The Commission and Corporation further agree to continue to participate in and provide services which are beneficial to the City and Parish of Natchitoches, Louisiana.
- (7) This agreement shall be in effect until August 4, 2011, as long as the Commission and Corporation continue to provide services that are beneficial to the City of Natchitoches, Louisiana, and reimburse the City for the employees assigned to the Commission and Corporation under this Cooperative Endeavor Agreement on the same terms as detailed in (2) above. In the event that the Commission or Corporation fail to provide the services that are beneficial to the City of Natchitoches, Louisiana, or reimburse the expenses set forth in paragraph (2), then the City may terminate the agreement with thirty days written notice. If the City fails to provide the employees to the Commission or Corporation as contemplated under this Cooperative Endeavor Agreement, then the Commission or Corporation may terminate the agreement with thirty days written notice. This Cooperative Endeavor Agreement may be extended under the same terms and conditions for two additional one-year periods by agreement of the parties hereto.
- (8) It is understood and agreed by the parties that the Commission and Corporation shall be solely responsible for the performance management of the employees assigned to the Commission and Corporation under this Cooperative Endeavor Agreement, including definition of expected performance, evaluation, and appraisal of employee and organizational performance. The City shall have administrative management of the employees assigned to the Commission and Corporation under this Cooperative Endeavor Agreement only. The employment of all the employees assigned to the Commission and Corporation under this Cooperative Endeavor Agreement shall be subject to all City administrative policies and procedures, including, but not limited to the Personnel Policies Manual, and all local ordinances and state laws or regulations which govern the City of Natchitoches.
- (9) The employees assigned to the Commission and Corporation under this Cooperative Endeavor Agreement will be reimbursed for travel at federal rates, and any travel cost incurred by the City will be reimbursed to the City by the Commission and Corporation.
- (10) It is specifically understood and agreed that the continuation of this Cooperative Endeavor Agreement is contingent upon the appropriation of funds to the Commission or Corporation for the reimbursement of the costs of the employees to the City. If the Commission or Corporation fails to have sufficient monies appropriated to it to provide for the continuation of this Cooperative Endeavor Agreement, the Cooperative Endeavor Agreement shall terminate on the last day of the federal fiscal year for which funds have been appropriated.

**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 is of the opinion that the continuation of the agreement with the Cane River Heritage Area Commission, or its successor, the Cane River Heritage Area, Inc., will promote the health, safety and welfare of the citizens of the City and Parish of Natchitoches, Louisiana; and

**NOW THEREFORE BE IT ORDAINED** by the City Council of the City of Natchitoches, Louisiana, that the Mayor of the City of Natchitoches, Wayne McCullen is hereby authorized to execute the attached Cooperative Endeavor Agreement with the Cane River Heritage Area Commission and the Cane River Heritage Area, Inc.

**BE IT FURTHER ORDAINED** that the terms of the Cooperative Endeavor Agreement, attached hereto, are approved and accepted by the City Council of the City of Natchitoches, Louisiana.

**BE IT FURTHER ORDAINED** that the Mayor is authorized to extend the Cooperative Endeavor Agreement for two additional one year terms upon approval by the City Council of the City of Natchitoches, by Resolution.

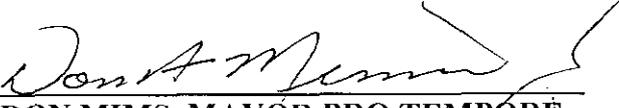
This Ordinance was introduced on the 26<sup>th</sup> day of July, 2010.

This Ordinance having been submitted on a roll call vote, the vote thereupon was as follows, to-wit:

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

**THEREUPON**, the Mayor declared the Ordinance **PASSED** this 9<sup>th</sup> day of August, 2010 by a vote of 5 ayes to 0 nays.

  
WAYNE McCULLEN, MAYOR

  
DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 10<sup>th</sup> day of August, 2010 at 10:00 A.M.

STATE OF LOUISIANA

PARISH OF NATCHITOCHEES

EXTENSION OF COOPERATIVE ENDEAVOR AGREEMENT

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

**CITY OF NATCHITOCHEES**, a municipal corporation, domiciled in the City and Parish of Natchitoches, Louisiana, with mailing address of P. O. Box 37, Natchitoches, Louisiana, represented herein by its duly authorized undersigned Mayor, Wayne McCullen, acting pursuant to a Ordinance of the City Council dated August 9, 2010, a copy of which is attached hereto and made a part hereof, (hereinafter called "**City**")

AND

**CANE RIVER NATIONAL HERITAGE AREA COMMISSION**, with mailing address of 452 Jefferson Street, Natchitoches, Louisiana 71457, and represented herein by Kathleen Byrd,

**CANE RIVER HERITAGE AREA, INC.**, with mailing address of 452 Jefferson Street, Natchitoches, Louisiana 71457, and represented herein by Cynthia Sutton, (hereinafter sometimes referred to collectively as "**CRHA**");

**ALL OF WHOM DECLARED AS FOLLOWS:**

**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 Cane River National Heritage Area (sometimes hereinafter referred to as "Heritage Area") was established by Public Law 103-449 as a means by which the cultural heritage of the Cane River area may be recognized, preserved, promoted interpreted and made available for the benefit of the public; and

**WHEREAS FURTHER**, the Public Law 103-449, (Section 401c) and the Cane River National Heritage Area Management Plan identify the national heritage area as (1) an area of 116,000 acres, stretching from Interstate 49 to the Red River; (2) those properties within the Natchitoches National Historic Landmark District which provide important education and interpretive opportunities relating to the heritage of Cane River and facilitate the preservation of important historic sites and structures; (3) the Los Adaes State Historic Site; (4) the Fort Jesup State Historic Site; (5) the Fort St. Jean Baptiste State Historic Site; and

**WHEREAS FURTHER**, the Public Law 103-449, Sections 402c and 402d authorizes the Cane River National Heritage Area Commission (sometimes hereinafter referred to as "Commission") to develop cooperative agreements with property owners, preservation groups, educational groups, the State of Louisiana, the City of Natchitoches, universities, tourism groups,

educational groups, the State of Louisiana, the City of Natchitoches, universities, tourism groups, other groups, public or private individuals or entities for research, historic preservation and education purposes; and

**WHEREAS FURTHER**, the Public Law 103-449(d), subsections 1,2,4 and 7 specifically authorize the Commission to accept services from the City of Natchitoches and reimburse the City of Natchitoches for such services, give or accept services to or from other entities; and

**WHEREAS FURTHER**, Cane River National Heritage Area, Inc., a Louisiana not for profit corporation, (sometimes hereinafter referred to as "Corporation") has been created to carry on the duties and activities of the Commission, and the transfer of responsibilities would occur during the term of the proposed Cooperative Endeavor Agreement; and

**WHEREAS FURTHER**, the Corporation is authorized to enter into a Cooperative Endeavor Agreements with the City of Natchitoches; and

**WHEREAS FURTHER**, CRHA has projects and programs that focus on historic preservation, cultural conservation and economic development primarily related to heritage tourism, and these projects and programs benefit the City through the development of the tourism infrastructure in the region, leading to increased visitors, longer length of stay, all of which results in higher tax revenues for the City; and

**WHEREAS FURTHER**, among the beneficial programs and projects which the CRHA has participated in the part are the following, to-wit:

- 1) The Cane River National Heritage Area has partnered with Main Street to develop an exhibit for the foyer of the Natchitoches Events Center. These entities have partnered on a grant to receive approximately \$18,000.00 from the State of Louisiana. In addition to that, the Commission funded \$37,000.00 in design and implementation costs. Staff time dedicated to research and support of the project is not included in this figure, but it is significant, as well. The Commission is also developing an electronic kiosk that promotes Natchitoches tourism and will it be located in the Fort St. Jean Baptiste Visitor Center.
- 2) The Commission is engaged in a comprehensive signage initiative that will result in an interpretive and wayfinding signage program including the interstate, Highway 6, the Natchitoches National Historic Landmark District, and the roads along Cane River South of town. Design for the project will cost approximately \$110,000.00. Implementation will begin this Summer and will be funded in part by the Cane River National Heritage Area Commission. The Commission has partnered with the City on the application for funding for this project, resulting in the receipt of a \$150,000.00 *Preserve America* grant.
- 3) A joint interpretive center (Cane River National Heritage Area and Cane River Creole National Historical Park) will be built in conjunction with the Natchitoches Rest Area on Interstate 49. In addition to adding value to the rest area, the visitor center will help orient visitors to Natchitoches and the Cane River region.
- 4) The Commission has led the joint effort to rehabilitate the Texas and Pacific Railway Depot located in Natchitoches. To date, the Commission and the City have cooperated on successful funding applications totaling \$325,000.00 to preserve the structure. A joint application for transportation enhancement funding in the amount of \$283,000.00 is pending. In addition, the Commission has provided grant funding to the City, and has developed a preservation plan for the historic property at a cost of approximately \$20,000.00.
- 5) The City of Natchitoches has received grants from Cane River National Heritage Area for preservation of the Texas and Pacific Railway Depot

(\$8,000.00), the Main Street Summer Camp (\$750.00), and land-use planning along the Waterwell Road Corridor (\$25,500.00). Also, the American Cemetery Association received a \$35,000.00 grant to erect an iron fence at the American Cemetery.

6) Other properties within the Natchitoches National Historic Landmark District have benefitted from the Commission, including the Roque House, the Judge Porter House, and Hankins House, the Cunningham Building, and the Prudhomme-Rouquier House.

7) In 2004, the Cane River National Heritage Area Commission partnered with the Historic District Development Commission to document the buildings on Front Street with the Historic American Buildings Survey of the National Park Service. The total project was valued at over \$80,000.00 with the local contribution amounting to half of that.

8) The Executive Director of the Cane River National Heritage Area, has partnered with the City of Natchitoches Main Street Manager on designation and the Natchitoches region as a *Preserve America Community*, a National Trust for Historic Preservation *Distinctive Destination*, and a *Great American Main Street and a Preserve America Presidential Award*. These awards, based on the successful relationship between heritage, tourism, economic development, and historic preservation, make the City eligible for future funding through these entities.

9) The Commission funded travel and associated costs for a speaker to address the Natchitoches Economic Development Commission's Branding Committee. Expenses for this presentation totaled \$3,000.00. This project led to a successful application for \$59,000.00 in marketing funds from the Louisiana Department of Economic Development.

10) The Commission and Main Street are leading the development of a Regional Marketing Plan in conjunction with the National Trust for Historic Preservation. Other partners include NSU, the Natchitoches Tourist Commission, the Historic District Development Commission and Cane River Creole National Historical Park. The project will result in a regional marketing plan based on research and a workshop recently held at NSU, training for tourism employees in stores and hotels in Natchitoches, and a transportation study. The Commission is supporting the project with a \$5,000.00 cash contribution and significant staff time dedicated to coordinating the project.

**WHEREAS FURTHER**, among the beneficial programs and projects which the CRHA will participate in the future are the following, to-wit:

1) CRNHA has led the joint effort to stabilize the Texas and Pacific Railway Depot located in Natchitoches. A joint application for transportation enhancement funding in the amount of \$283,000 is pending. The Heritage Area has provided grant funding to the City, developed a preservation plan for the historic property at a cost of approximately \$20,000.00, and has reserved approximately \$40,000 in matching funds for a feasibility study. In addition, Heritage Area funding (\$7,000.00) has supported academic research of the T & P Depot for possible use in interpretation and marketing.

2) The City of Natchitoches has received grants from Cane River National Heritage Area for Green Market assessment and planning (\$3,000.00). Also, the American Cemetery Association is projected to receive additional support for the implementation of improvements to the walking trail and landscape within the cemetery. In 2008, the Heritage Area funded a site review and assessment of the walking trail (Moore Planning Group, \$3,000.00).

3) Other properties within the Natchitoches National Historic Landmark District have benefited from the Heritage Area, including the Old Courthouse Museum, Historic Trinity Episcopal Church, Catholic Church Cemetery and American Cemetery.

4) Cane River National Heritage Area has partnered with the City of Natchitoches Main Street Manager on designation on the Natchitoches region as a *Preserve America Community*, a National Trust for Historic Preservation *Distinctive Destination* designation and a *Great American Main Street* and a *Preserve America Presidential Award*. These awards, based on the successful relationship between heritage area, tourism, economic development, and historic preservation, make the City eligible for future funding through these entities. Former CRNHA Executive Director, Nancy Morgan, served actively in these efforts during her employ. Heritage Area funding continued beyond Morgan's salaried tenure with contractual services funded by CRNHA for Morgan's participation through 2008.

5) The Commission funded travel and associated costs for Jeff Dawson, a graphics design professional, to address the Natchitoches Economic Development Commission's Branding Committee. Expenses for this presentation totaled \$3,000.00. This project led to a successful application for \$59,000 in marketing funds from the Louisiana Department of Economic Development. Dawson, lead designer for the Heritage Area marketing & branding initiative, has continued to consult on City projects while making scheduled site visits to the Heritage Area.

6) During the 2008-09 restoration of Historic Front Street, Heritage Area funds (\$2,500.00) supported the purchase of display cases, interpretive signage and media to promote the preservation efforts of the City and LA DOTD. In-kind technical support for interpretation included CRNHA staff and advisors.

7) In 2009, Sarah Prud'homme, CRNHA Project Coordinator, teamed with City staff to provide technical assistance with the "Get Fit Natchitoches" initiative that included a successful Rapides Foundation grant request, development of a wellness program and media releases. Prud'homme was also funded by CRNHA to offer healthy eating demonstrations during the Cane River Green Market in 2009. Heritage Area support was proved for the City's marketing and advertising of the 2009 Meat Pie Triathlon (\$2,500.00).

8) In 2009, CRNHA contracted with Auburn University to conduct a native plant inventory of the Historic Landmark District and Cane River Creole National Historical Park. This multi-year project will result in a listing of native and heirloom plant species, their uses and possible origin. This information will be formatted for the general public to provide an enhancement to the City walking trail and the Heritage Area visitor experience. Information will be shared with the general public through a publication and website. The data collected will add another resource for residents, City planners, academic research, and heritage tourism. The contracted inventory cost of \$58,000 is a shared expense between Cane River Creole National Historical Park and CRNHA.

9) Complementing the Heritage Area and Historic District, the Cane River National Heritage Trail was designated by the State of Louisiana Legislature in 2010. This new Louisiana Scenic Byway placed the City of Natchitoches as the central hub of a trail system that stretches from the Allen exit along Highway 485 to Highway 6 through the City and extends along Cane River Lake to the southern end of the parish. CRNHA provided the funding and staff to lead the effort to complete the application and secure the designation for the byway, adding one more dimension to the tourism market for the City of Natchitoches and the potential for future funding.

10) In 2010, the Heritage Area began a project to conserve and update the documentation of the Natchitoches Historic Landmark District; all records have been scanned, transferred to electronic file format and copied to archival-quality CD-Rom to provide secure copies of these important records at no cost to the City of Natchitoches. Original copies [both electronic and paper] are on file with the Office of Planning and Zoning. A request for proposals is being developed for circulation to update the records with a complete re-inventory of the City's Historic District. Funding partners include the City of Natchitoches (\$5,000.00-ask), Historic District Development Commission (\$25,000.00-approved) and the Heritage Area (\$30,000.00-reserved). Project implementation will begin Fall 2010 with project completion slated for Summer 2011.

11) In 2010, the first phase of a comprehensive military heritage study has been completed. This technical report funded by the Heritage Area (\$25,000) and completed by the Cultural Resource Office, Northwestern State University, provides the base data to begin a multi-phase tourism package designed to coincide with the Sesquicentennial of the Civil War. Marketing for the tour will be part of a national media campaign linking to the Red River Campaign and Natchitoches. Subsequent funds will be committed to develop brochures, maps and web-based information highlighting the military heritage and resources from the Colonial Era to modern day of the Cane River region.

**WHEREAS FURTHER**, the City Council of the City of Natchitoches acknowledges that all of the above projects and programs are beneficial to the City of Natchitoches; and

**WHEREAS FURTHER**, under the terms of a Cooperative Agreement entered into February of 2001 by the City and the Commission, the Commission has reimbursed fully the City for salaries and related benefits paid for these employees in exchange for the partial exchange of the promotional and economic benefits derived from the activities of the Commission; and

**WHEREAS FURTHER**, the arrangement between the City and the Commission was extended by a Cooperative Agreement dated February of 2006, and was amended in 2008; and

**WHEREAS FURTHER**, the agreement between the Commission and the City, as amended will expire on August 4, 2010, and the City and the CRHA have agreed to enter into a new Cooperative Endeavor Agreement as more fully set forth below; and

**NOW THEREFORE**, the City of Natchitoches, Louisiana, a municipal corporation, represented herein by Honorable Wayne McCullen, Mayor, duly authorized to act herein pursuant to Ordinance Number 040 of 2010, and the Cane River National Heritage Area Commission, represented herein by \_\_\_\_\_, duly authorized to act herein, and the Cane River National Heritage Area, Inc., represented herein by \_\_\_\_\_, duly authorized to act herein, do hereby enter into the following agreement:

(1) The City does hereby contract with the Commission and Corporation to provide employees to the Commission and Corporation as contemplated under this and prior Cooperative Endeavor Agreements. The employees assigned by the City to the Commission and Corporation under this Cooperative Endeavor Agreement will provide services at the direction of the Commission and Corporation.

(2) The Commission and Corporation will fully reimburse the City for the actual cost of the employees assigned to the Commission and Corporation under this Cooperative Endeavor Agreement, which said reimbursement shall include the cost of salaries and related benefits including retirement, sick leave, vacation, comp time, worker's compensation, retirement, health insurance, etc.

(3) The Commission and Corporation will pay an annual administration fee of \$5,000.00 per full time employee, which administration fee will offset some of the costs to the City and to

establish an escrow for future claims that may be made by the employees assigned to the Commission under this Cooperative Endeavor Agreement or for actions of the employees assigned to the Commission and Corporation under this Cooperative Endeavor Agreement.

(4) The City will amend its general liability insurance policy, to include coverage for injuries, death or loss of property, associated with the actions of the employees assigned to the Commission and Corporation under this Cooperative Endeavor Agreement.

(5) The City agrees that the benefits provided by the Commission and Corporation to the City, as more fully set forth above, are consideration for the services provided to the Commission and Corporation.

(6) The Commission and Corporation further agree to continue to participate in and provide services which are beneficial to the City and Parish of Natchitoches, Louisiana.

(7) This agreement shall be in effect until August 4, 2011, as long as the Commission and Corporation continue to provide services that are beneficial to the City of Natchitoches, Louisiana, and reimburse the City for the employees assigned to the Commission and Corporation under this Cooperative Endeavor Agreement on the same terms as detailed in (2) above. In the event that the Commission or Corporation fail to provide the services that are beneficial to the City of Natchitoches, Louisiana, or reimburse the expenses set forth in paragraph (2), then the City may terminate the agreement with thirty days written notice. If the City fails to provide the employees to the Commission or Corporation as contemplated under this Cooperative Endeavor Agreement, then the Commission or Corporation may terminate the agreement with thirty days written notice. This Cooperative Endeavor Agreement may be extended under the same terms and conditions for two additional one-year periods by agreement of the parties hereto.

(8) It is understood and agreed by the parties that the Commission and Corporation shall be solely responsible for the performance management of the employees assigned to the Commission and Corporation under this Cooperative Endeavor Agreement, including definition of expected performance, evaluation, and appraisal of employee and organizational performance. The City shall have administrative management of the employees assigned to the Commission and Corporation under this Cooperative Endeavor Agreement only. The employment of all the employees assigned to the Commission and Corporation under this Cooperative Endeavor Agreement shall be subject to all City administrative policies and procedures, including, but not limited to the Personnel Policies Manual, and all local ordinances and state laws or regulations which govern the City of Natchitoches.

(9) The employees assigned to the Commission and Corporation under this Cooperative Endeavor Agreement will be reimbursed for travel at federal rates, and any travel cost incurred by the City will be reimbursed to the City by the Commission and Corporation .

(10) It is specifically understood and agreed that the continuation of this Cooperative Endeavor Agreement is contingent upon the appropriation of funds to the Commission or Corporation for the reimbursement of the costs of the employees to the City. If the Commission or Corporation fails to have sufficient monies appropriated to it to provide for the continuation of this Cooperative Endeavor Agreement, the Cooperative Endeavor Agreement shall terminate on the last day of the federal fiscal year for which funds have been appropriated.

*The remainder of this page intentionally left blank*

THUS DONE AND PASSED before the parties before the undersigned Notary Public and subscribing witnesses, at Natchitoches, Louisiana, on this the 16 day of August, 2010.

ATTEST:

CITY OF NATCHITOCHEs, LOUISIANA

Stacy M. McCullen

By: Wayne McCullen  
Mayor Wayne McCullen

CANE RIVER NATIONAL HERITAGE AREA COMMISSION

Natasha M. Gordon

By: Kathryn Byrd

CANE RIVER NATIONAL HERITAGE AREA, INC.

By: Cynthia Dutton

Paul S. Gordon

NOTARY PUBLIC

Notary # 15781

My Commission Expires at death

Mr. Nielsen stated that this was a great partnership and he looks forward to continuing and a lot of great projects have been done.

The Mayor then stated that Mr. Pat Jones had to unexpectedly to be out and asked that they reschedule this and give the financial report at the next meeting.

**CITY OF NATCHITOCHEES  
UTILITY (PROPRIETARY) FUND BUDGET REPORT  
AS OF JUNE 30, 2010**

	<u>CURRENT MONTH</u>			<u>YEAR TO DATE</u>				<u>PERCENT RECEIVED/EXPENSED</u>
	<u>10/11 FY BUDGET *1</u>	<u>MONTHLY BUDGET</u>	<u>ACTUAL</u>	<u>(OVER) UNDER BUDGET</u>	<u>YTD ACTUAL</u>	<u>ENCUMBRANCES</u>	<u>UNREALIZED / AVAILABLE BALANCE</u>	
<b>REVENUE</b>	39,899,271	3,324,939	3,067,223	(257,716)	3,067,223		36,832,048	7.69%
<b>EXPENDITURES</b>								
<b>DEPARTMENT:</b>								
UTILITY ADMINISTRATION	335,651	27,971	10,427	17,544	10,427	1,015	324,209	3.41%
WATER	1,768,839	147,403	133,006	14,397	133,006	12,289	1,623,545	8.21%
SEWER	1,389,432	115,786	74,109	41,677	74,109	14,128	1,301,195	6.35%
ELECTRIC	26,998,787	2,249,899	113,831	2,136,068	113,831	2,144,821	24,740,135	8.37%
UTILITY BILLING	915,606	76,301	51,945	24,356	51,945	843	862,818	5.77%
INDIRECT	8,490,956	707,580	583,178	124,402	583,178	(576)	7,908,354	6.86%
<b>TOTAL UTILITY FUND</b>	39,899,271	3,324,939	966,495	2,358,444	966,495	2,172,520	36,760,256	7.87%

FOOTNOTES:

\*1 - 1/12th OF TOTAL BUDGET

% BUDGET YEAR ELAPSED 8%

% BUDGET EXPENDED 8%

**CITY OF NATCHITOCHES**  
**GENERAL FUND BUDGET REPORT**  
**AS OF JUNE 30, 2010**

	CURRENT MONTH			YEAR TO DATE			
	MONTHLY BUDGET *1	ACTUAL	(OVER) UNDER BUDGET	YTD ACTUAL	ENCUMBRANCES	UNREALIZED AVAILABLE BALANCE	PERCENT RECEIVED/ EXPENSED
<b>REVENUE</b>	1,096,981	933,754	(163,227.42)	933,754		12,230,022	7.09%
<b>EXPENDITURES</b>							
<b>DEPARTMENT:</b>							
CITY HALL / FINANCE	42,680	14,925	27,754.92	14,925	12,733	484,497	5.40%
COMMUNITY DEVELOPMENT	45,145	20,901	24,244.24	20,901	2,992	517,852	4.41%
PLANNING & ZONING	15,200	5,249	9,950.38	5,249	106	177,040	2.94%
FIRE DEPARTMENT	212,497	89,403	123,093.98	89,403	(157)	2,460,715	3.50%
POLICE DEPARTMENT	331,123	137,142	193,981.00	137,142	(1,336)	3,837,665	3.42%
ANIMAL SHELTER	12,828	4,358	8,469.24	4,358	660	148,914	3.26%
PURCHASING	25,817	10,559	15,257.11	10,559	912	298,328	3.70%
CITY GARAGE	17,442	4,398	13,044.02	4,398	1,462	203,446	2.80%
RECREATION *2	72,399	55,563	16,836.34	55,563	(2,592)	815,820	6.10%
PUBLIC WORKS	117,910	57,825	60,085.53	57,825	1,432	1,355,667	4.19%
INDIRECT EXPENSE	187,674	90,753	96,921.20	90,753	1,490	2,159,846	4.10%
PROGRAMMING & PROMOTIONS	16,268	5,791	10,476.89	5,791	124	189,296	3.03%
<b>TOTAL GENERAL FUND</b>	1,096,981	496,866	600,114.85	496,866	17,824	12,649,085	3.91%

**FOOTNOTES:**

\*1 - 1/12th OF TOTAL BUDGET

\*2 - SEASONAL ACTIVITY

% BUDGET YEAR ELAPSED 8%

% BUDGET EXPENDED 4%

**CITY OF NATCHITOCHEs**  
**UTILITY (PROPRIETARY) FUND BUDGET REPORT**  
**AS OF May 31, 2010**

	<u>CURRENT MONTH</u>				<u>YEAR TO DATE</u>			
	<u>09/10 FY</u>	<u>MONTHLY</u>	<u>ACTUAL</u>	<u>(OVER)</u> <u>UNDER</u> <u>BUDGET</u>	<u>ACTUAL</u>	<u>YTD</u>	<u>ENCUM-</u> <u>BRANCES</u> <u>BALANCE</u>	<u>UNREALIZED /</u> <u>AVAILABLE</u> <u>BALANCE</u>
<b>REVENUE</b>	39,420,101	3,285,008	3,220,008	(64,999.96)	29,487,715	9,932,386	74.80%	
<b>EXPENDITURES</b>								
<b>DEPARTMENT:</b>								
UTILITY ADMINISTRATION	335,116	27,926	29,089	(1,162.18)	253,776	81,340	75.73%	
WATER	1,667,740	138,978	116,536	22,442.81	1,577,528	90,212	94.59%	
SEWER	1,461,365	121,780	127,136	(5,355.19)	1,265,070	196,295	86.57%	
ELECTRIC	26,402,751	2,200,229	3,674,178	(1,473,948.80)	19,830,189	6,572,562	75.11%	
UTILITY BILLING	963,229	80,269	83,430	(3,160.63)	997,180	(33,951)	103.52%	
INDIRECT	8,589,900	715,825	393,764	322,060.80	7,988,773	601,127	93.00%	
<b>TOTAL UTILITY FUND</b>	39,420,101	3,285,008	4,424,132	(1,139,123.18)	31,912,516	7,507,585	80.95%	

FOOTNOTES:

\*1 - 1/12th OF TOTAL BUDGET

% BUDGET YEAR ELAPSED 100%

% BUDGET EXPENDED 81%

**CITY OF NATCHITOCHES  
GENERAL FUND BUDGET REPORT  
AS OF MAY 2010**

	CURRENT MONTH			YEAR TO DATE			
	MONTHLY BUDGET *1	ACTUAL	(OVER) UNDER BUDGET	YTD ACTUAL	ENCUM- BRANCES BALANCE	UNREALIZED AVAILABLE BALANCE	PERCENT RECEIVED/ EXPENSED
<b>REVENUE</b>							
TOTAL BUDGET 09/10 FY	1,074,100	948,854	(125,246.58)	12,296,531	592,670		95.40%
<b>EXPENDITURES</b>							
DEPARTMENT:							
CITY HALL / FINANCE	43,062	53,686	(10,624.00)	472,871	43,873		91.51%
COMMUNITY DEVELOPMENT	43,801	89,131	(45,329.87)	585,660	(60,048)		111.42%
PLANNING & ZONING	14,634	15,369	(735.47)	174,404	1,202		99.32%
FIRE DEPARTMENT	200,363	279,507	(79,144.21)	2,417,573	(13,215)		100.55%
POLICE DEPARTMENT	321,736	430,225	(108,488.94)	3,617,950	242,884		93.71%
ANIMAL SHELTER	10,949	13,894	(2,945.04)	134,373	(2,991)		102.28%
PURCHASING	27,390	28,613	(1,222.81)	258,467	70,216		78.64%
CITY GARAGE	16,948	26,234	(9,286.72)	183,051	20,321		90.01%
RECREATION *2	73,871	102,249	(28,378.81)	962,357	(75,910)		108.56%
PUBLIC WORKS	121,250	170,258	(49,008.47)	1,444,764	10,230		99.30%
INDIRECT EXPENSE	182,615	157,376	25,239.62	1,850,886	340,499		84.46%
PROGRAMMING & PROMOTIONS	17,482	21,109	(3,627.28)	185,668	24,116		88.50%
<b>TOTAL GENERAL FUND</b>	<b>1,074,100</b>	<b>1,387,652</b>	<b>(313,552.01)</b>	<b>12,288,024</b>	<b>0</b>	<b>601,177</b>	<b>95.34%</b>

**FOOTNOTES:**

\*1 - 1/12th OF TOTAL BUDGET

\*2 - SEASONAL ACTIVITY

% BUDGET YEAR ELAPSED 100%

% BUDGET EXPENDED 95%

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

**RESOLUTION NO. 071 OF 2010**

**RESOLUTION AUTHORIZING THE CITY OF NATCHITOCHEs TO ADOPT PLANS AND POLICIES AND TO AUTHORIZE AND APPOINT INDIVIDUALS FOR COMPLIANCE WITH THE LCDBG REGULATIONS IN CONNECTION WITH THE LOUISIANA COMMUNITY DEVELOPMENT BLOCK GRANT (LCDBG) FOR STREET IMPROVEMENTS**

**WHEREAS**, the City of Natchitoches has been awarded a Louisiana Community Development Block Grant (LCDBG) for street improvements; and

**WHEREAS**, the LCDBG Program requires the adoption of plans and policies, appointments and authorization of individuals for compliance with the LCDBG regulations;

**WHEREAS**, it is necessary under the regulations of the LCDBG Program to authorize certain individuals to sign for Requests for Payment for LCDBG funds and to authorize one individual to certify to the correctness of each signature, designate an official depository to hold LCDBG funds and authorize certain individuals to sign checks on the official depository;

**NOW THEREFORE BE IT RESOLVED** by the City of Natchitoches in regular session convened that the following plans and policies be adopted; (1) Procurement Policy, (2) Residential Antidisplacement and Relocation Assistance Plan and (3) Policy Statement for Communicating Information to Persons with Sensory Impairments and (4) Grievance Procedure;

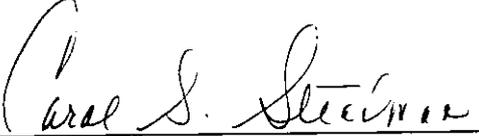
**BE IT FURTHER RESOLVED** that the following appointments and authorization of individuals are made; (1) Handicapped/Section 504 Compliance/Coordinator – Carol Steadman (2) Antidisplacement Coordinator – Carol Steadman, (3) Equal Employment Officer – Carol Steadman, (4) Citizen Complaint Officer – Carol Steadman, (5) Labor Compliance Officer - LCDBG Administrator, and (6) Authorize the Mayor to sign all documents pertaining to the LCDBG Program;

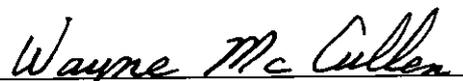
**BE IT FURTHER RESOLVED** that Wayne McCullen, Randy LaCaze, Don Mims, Jr., and Patrick Jones are hereby authorized to sign for Requests for Payment; Carol Steadman shall certify to the correctness of each signature, that Peoples State Bank is hereby designated as the official depository of all LCDBG funds and that Wayne McCullen and Patrick Jones are authorized to sign checks on the official depository, of which both signatures are required for each check.

**THE ABOVE RESOLUTION**, presented on the 9th day of August, 2010, regular scheduled meeting was read and the vote was recorded as follows:

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

**THEREUPON**, Mayor Wayne McCullen, declared the Resolution passed by a vote of 5 ayes to 0 nays, this the 9<sup>th</sup> day of August, 2010.

  
\_\_\_\_\_  
CAROL STEADMAN, CITY CLERK

  
\_\_\_\_\_  
WAYNE MCCULLEN, MAYOR

Ms. Morrow stated that she has a concern because she had a brief sent to her concerning Louisiana Block Grants and LCDBG programs. She stated that she is very familiar that that section is allocated for the blighted community and she had a problem with the committee structure. She feels like there are qualified people to serve on the committee and she feels that they should have people of color on the committees. She stated that she felt bad that they did not have anyone of color serving. She stated that she has served on the HUDD board, Natchitoches Redeveloping board, Natchitoches Economic Developing board and there are qualified persons that need to be on that committee. She also stated that she supports the project but not the structure of the committee.

The Mayor stated that this has nothing to do with committees or anything that this is the administration that signs off on the LCDBG request for funds.

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

**RESOLUTION NO. 073 OF 2010**

**RESOLUTION AUTHORIZING THE CITY OF NATCHITOCHEES TO ADOPT PLANS AND POLICIES AND TO AUTHORIZE AND APPOINT INDIVIDUALS FOR COMPLIANCE WITH THE LCDBG REGULATIONS IN CONNECTION WITH THE LOUISIANA COMMUNITY DEVELOPMENT BLOCK GRANT (LCDBG) FOR PHYSICAL ACCESSIBILITY IMPROVEMENTS**

**WHEREAS**, the City of Natchitoches has been awarded a Louisiana Community Development Block Grant (LCDBG) for physical accessibility improvements; and

**WHEREAS**, the LCDBG Program requires the adoption of plans and policies, appointments and authorization of individuals for compliance with the LCDBG regulations;

**WHEREAS**, it is necessary under the regulations of the LCDBG Program to authorize certain individuals to sign for Requests for Payment for LCDBG funds and to authorize one individual to certify to the correctness of each signature, designate an official depository to hold LCDBG funds and authorize certain individuals to sign checks on the official depository;

**NOW THEREFORE BE IT RESOLVED** by the City of Natchitoches in regular session convened that the following plans and policies be adopted; (1) Procurement Policy, (2) Residential Antidisplacement and Relocation Assistance Plan and (3) Policy Statement for Communicating Information to Persons with Sensory Impairments and (4) Grievance Procedure;

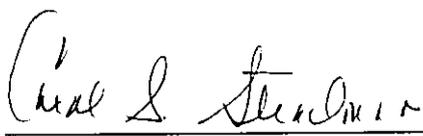
**BE IT FURTHER RESOLVED** that the following appointments and authorization of individuals are made; (1) Handicapped/Section 504 Compliance/Coordinator – Carol Steadman (2) Antidisplacement Coordinator – Carol Steadman, (3) Equal Employment Officer – Carol Steadman, (4) Citizen Complaint Officer – Carol Steadman, (5) Labor Compliance Officer - LCDBG Administrator, and (6) Authorize the Mayor to sign all documents pertaining to the LCDBG Program;

**BE IT FURTHER RESOLVED** that Wayne McCullen, Randy LaCaze, Don Mims, Jr., and Patrick Jones are hereby authorized to sign for Requests for Payment; Carol Steadman shall certify to the correctness of each signature, that Peoples State Bank is hereby designated as the official depository of all LCDBG funds and that Wayne McCullen and Patrick Jones are authorized to sign checks on the official depository, of which both signatures are required for each check.

**THE ABOVE RESOLUTION**, presented on the 9th day of August, 2010, regular scheduled meeting was read and the vote was recorded as follows:

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

**THEREUPON**, Mayor Wayne McCullen, declared the Resolution passed by a vote of 5 ayes to 0 nays, this the 9<sup>th</sup> day of August, 2010.

  
\_\_\_\_\_  
**CAROL STEADMAN, CITY CLERK**

  
\_\_\_\_\_  
**WAYNE MCCULLEN, MAYOR**

Mr. Edward Creighton asked what the physical accessibility improvements were?

The Mayor stated that these were handicapped ramps and accessibility to provide services for the handicapped.

Ms. Morrow stated that she was not going to be pushed aside and she wants the audience to understand where she's coming from. She stated that when speaking of the LCDBG grants and HUDD funding that Natchitoches is the only City that doesn't have African Americans deeply involved. She stated that she got involved with Randy LaCaze with committee people to serve with them for the Get Ready City because she read the material. She is saying that she wants inclusion with these committees. She stated that if you go across the State of Louisiana and look at anything with LCDBG grant and HUDD that you are going to find "black folks". She stated that they don't have a person of color serving on this. She stated that they want to be a part.

The Mayor stated that this is a part of the process getting this was chosen more than a year ago. He stated that this is just the administrators of the grant and that's all that it is to be able to sign off on it. He stated that he does this on a daily basis so that he can sign the checks and do everything.

Ms. Morrow stated that she understood very well. And if this is well enough for Mr. Mims to serve on than it should be great enough for Mr. Payne and herself to serve on.

Mr. Nielsen stated that he disagreed and there was no disrespect. He stated that it crosses two districts, Ms. Morrrows and his. He said that Mr. Mims was Mayor Pro Tem. And the list is internal.

Ms. Morrow stated that she wanted to talk about fairness and equity. She said that his people came from Town South and Pan Am and he did not say a word to get them on the agenda that she had to fight for them to get on the agenda. She stated that they want fairness.

Mr. Ed Creighton asked if this was for authority of the City to be able to appoint individuals to be in compliance with this regulation.

The Mayor stated that these were adopted by the Louisiana Community Development Block Grant and they are adopting what is already on the books and the people that he sees are the administrators that have the authority to sign the checks and to have payment requests.

Mr. Creighton said that this was asking for authority to appoint individuals to be in compliance of what he just said and to sign the checks.

The Mayor stated that he was correct. He reiterated that as the Mayor he had the authority to sign checks and that Mr. Mims has the authority to sign checks, Mr. Pat Jones who is Creole has the authority to sign checks and Mr. Randy LaCaze is the administrator over the funds and oversees the program and submits all of the legal paperwork. Past that there are no other committees. He said that Ms. Steadman is the clerk of the council and she has the right to notarize and to certify everything that they do and that is her role and responsibility. There are no other committees. He stated that everybody from an inclusive standpoint was involved from the very day of picking the projects that they wanted which is going to be the upgrade of Fairgrounds Road which was chosen many months ago. The handicap accessibility is to benefit about 9 people that were identified and that are low to moderate income.

Shawna Straub stated that they went to OCS and got a list of over 35 homes and out of that 13 individuals were interested and met the criteria. She stated that they submitted those 13 names to the consultant that handles all of their LCDBG grants and they pulled

from that list 9 people who were eligible based on all the criteria and submitted that list to LCDBG and they awarded. She stated that they felt it was best to not have any of the council members submit names to them because that becomes a political liability and she felt as if they did it the most fair and equitable way that they could.

Mr. Creighton thanked them for their explanation and even though it wasn't a question of anything other than these people that are on this committee are the only ones qualified.

The Mayor stated that this was not a matter of qualifications that it's a matter of the administration and they authority that they have.

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

**RESOLUTION NO. 074 OF 2010**

**RESOLUTION AUTHORIZING THE EXECUTION OF A MASTER MUTUAL AID AGREEMENT TO PROVIDE VOLUNTARY MUTUAL AID AND ASSISTANCE IN AN EMERGENCY OR DISASTER EVENT TO PARTICIPATING MEMBERS OF THE LOUISIANA MUNICIPAL ASSOCIATIONS**

**WHEREAS**, the Members of the Louisiana Municipal Association (“Members”) recognize the vulnerability of the people and communities located within the Region to damage, injury and loss of life and property resulting from a disaster event and recognize that these events may present equipment and manpower requirements beyond the capacity of each individual Member; and

**WHEREAS**, the Members recognize that in the past, mutual aid has been provided between or among the Members in the form of personnel, supplies and equipment during disasters and/or civil emergencies and during cleanup periods; and

**WHEREAS**, the governing officials of the Members desire to secure for each Member the benefits of mutual aid and protection of life and property in the event of a disaster and/or civil emergency; and

**WHEREAS**, the Members of the Louisiana Municipal Association recognize the necessity to cooperate and work together to make voluntary mutual aid assistance readily available to each other in the case of a locally declared emergency event whether declared or not by the State or Federal Government; and

**WHEREAS**, the Members of the Louisiana Municipal Association have determined that a pre-executed agreement will expedite the response and delivery of such resources and equipment where other existing mutual aid agreements or memorandums of understanding are not sufficient to meet urgent needs that comply with all local, state, and federal requirements for audit, liability, documentation and tracking that makes such sharing eligible for potential reimbursement of costs; and

**WHEREAS**, the Members of the Louisiana Municipal Association further recognize the need to establish a standard means for rapid documentation, tracking, issue resolution and questions regarding the sharing of assets and resources between and among their respective Members.

**NOW, THEREFORE, BE IT RESOLVED** the City of Natchitoches shall have the authority to participate in the **Master Mutual Aid Agreement** in accordance with the terms and conditions stated therein, that shall be in the nature of a compact and agreement amount participating entities that have adopted similar executive orders, ordinances or resolutions.

**BE IT FURTHER RESOLVED** that the **Master Mutual Aid Agreement** may include requests for and the provision of personnel, equipment, materials, and other forms of assistance, or any combination of assistance, to any entity within the Louisiana Municipal Association, pursuant to the terms and conditions of the **Master Mutual Aid Agreement** attached hereto.

**BE IT FURTHER RESOLVED** that Mayor Wayne McCullen is hereby authorized and empowered to execute the **Mutual Aid Agreement** as the Member Municipality.

THE ABOVE RESOLUTION, presented on the 9th day of August, 2010, regular scheduled meeting was read and the vote was recorded as follows:

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

THEREUPON, Mayor Wayne McCullen, declared the Resolution passed by a vote of 5 ayes to 0 nays, this the 9<sup>th</sup> day of August, 2010.

  
\_\_\_\_\_  
CAROL STEADMAN, CITY CLERK

  
\_\_\_\_\_  
WAYNE MCCULLEN, MAYOR



COPY



## MASTER MUTUAL AID AGREEMENT

### BY AND AMONG PARTICIPATING MEMBERS OF THE LOUISIANA MUNICIPAL ASSOCIATION

This master agreement is made and entered into effective on this \_\_\_\_ day of Month of \_\_\_\_\_ in the year of 20\_\_\_\_, by and among the Participating Members of the Louisiana Municipal Association who have duly executed this Agreement.

**WHEREAS**, the Members of the Louisiana Municipal Association recognize the necessity to cooperate and work together to make voluntary mutual aid assistance readily available to each other in the case of a locally declared emergency event whether declared or not by the State or Federal government; AND;

**WHEREAS**, the Members have determined that a pre-executed agreement will expedite the response and delivery of such resources and equipment where other existing mutual aid agreements or memorandums of understanding are not sufficient to meet urgent needs that comply with all local, state, and federal requirements for audit, liability, documentation, and tracking that makes such sharing eligible for potential reimbursement of costs; AND

**WHEREAS**, the Members further recognize the need to establish a standard means for rapid documentation, tracking, issue resolution, and questions regarding the sharing of assets and resources between and among their respective Members.

**NOW, THEREFORE, IT IS AGREED BY AND AMONG THE MEMBERS WHO HAVE DULY EXECUTED THIS AGREEMENT AS FOLLOWS:**

#### **SECTION 1 - Definitions: As used herein:**

- a. "Requesting Member," shall mean the Member requesting assistance, and;
- b. "Providing Member," shall mean the Member providing, loaning, affording, or responding to a call for assistance.

#### **SECTION 2 - Mutual Aid Assistance**

The Participating Members of the Louisiana Municipal Association of Cities, Towns, and Villages, agree to voluntarily "Providing" mutual aid assistance to each other when conditions permit.

#### **SECTION 3 - Authority to Respond to "Assisting" Assistance**

- a. The authority to make requests for assistance or to provide aid under this Agreement shall reside with the Participating Member's "Mayor" (The term "Mayor" is inclusive of all municipal senior elected executive officials and titles to include a Mayor other duly authorized municipality signatory authority or designee recognized by the State of Louisiana). For purposes of this Agreement, the "Requesting Member" shall mean the Mayor or his designee asking for assistance

and the "Providing Member" shall mean The Mayor or his designee providing the assistance. Any Member shall have the right to request assistance from another Member subject to the terms and conditions of this Agreement.

- b. The "Requesting Member" will either call, email, text or in some other manner make known his immediate need for assistance to all other members participating in this Mutual Aid Agreement. If the "Requesting" and "Providing Member" agree to transfer and authorize use of the available resources, as meets the needs of the "Requesting" and as agreed to by the "Providing Member", then members are empowered to execute these pre-approved protocols and associated tracking forms to complete the transaction.

#### ***SECTION 4 - Requesting Assistance***

A Participating Member may request assistance from any other "Providing Member" when the "Requesting Member" has concluded that such assistance is essential has executed a "Local Disaster Emergency Declaration" (Exhibit A)

#### ***SECTION 5 - Responses to Request***

Upon request, the "Providing Member", subject to the Member's sole decision of the availability of equipment or labor resources, shall dispatch personnel and equipment to aid the "Requesting Member" in accordance with pick-up and/or drop-off decisions made between the Members and as described in the executed "LMA Resource Tracking Form."

#### ***SECTION 6 - Equipment and Operator Provided "Resource Tracking Form" (Exhibit B)***

The "Requesting Member" shall include in its request for assistance the amount and type of equipment, and shall specify the location where the personnel and equipment are needed.

The final decision on the amount and type of equipment to be sent shall be solely at the discretion of the "Providing Member" and as specified in the agreement between the "Requesting Member" and "Providing Members".

No Member shall make any claim whatsoever against another Member for refusal to make available or to send the requested personnel or equipment where such refusal is based on the judgment of the "Providing Member" that such personnel and equipment are either not available or are needed for "Providing Member's " service in their own City, Town or Village.

#### ***SECTION 7 - Command and Control at the Emergency Scene***

All Members have established Incident Command System (ICS) Standard Operating Procedures (SOPs) or (MOUs) or other documents, and will implement them for all incidents involving mutual aid response. The "Providing Member's" personnel and equipment shall report to the incident commander or other appropriate and designated officer of the "Requesting Member". The person in charge of the "Providing Member's" resource shall meet with the incident commander or appropriate designee of the "Requesting Member" to officially execute the resource use/tracking documents.

Following execution of the resource transfer documents the "Requesting Member" shall retain control of the "Providing" Member's human and equipment resources and shall direct them to meet the needs and tasks assigned by the incident commander. The "Providing Member's" personnel and equipment shall be released by the "Requesting Member" when the services of the "Providing Member" are no longer required, or when the "Providing Member's" resources are needed in their Community. "Providing Member" personnel and equipment may withdraw from the scene upon giving reasonable notice to the incident commander or appropriate designee that they are needed in the Member's community. It is understood that the purpose of this section is to maintain order at the emergency scene and shall not be construed to establish an employer/employee relationship.

### ***SECTION 8 - Reimbursement for Costs***

For events where resource costs are reimbursed, Members shall not be required to reimburse other Members at rental rates which exceed established GOHSEP/FEMA reimbursement rates for such equipment. (See Attached Equipment list with the Resource Tracking form, exhibit B))

### ***SECTION 9 - Liability***

Each "Providing Member" hereby waives all claims against each "Requesting Member" for compensation for any property loss or damage and/or personal injury or death occurring as a consequence of the performance of this Agreement.

A "Providing Member" assumes all liability and/or cost of damage to its equipment and the injury or death of its personnel when responding or performing under this agreement.

### ***SECTION 10 - Insurance***

Each Member shall procure and maintain such insurance as is required by applicable federal and state law and as may be appropriate and reasonable to cover its staff, equipment, vehicles, and property, including but not limited to liability insurance, workers' compensation (if applicable), unemployment insurance, automobile liability, and property damage. Members may self-insure when appropriate.

### ***SECTION 11 - Conflict Resolution***

From time to time, personnel from one Member or another may have some concerns or questions regarding this Agreement or the working relationship of the parties. Should any such issues arise, they should be dealt with by the Member's chain of command to answers or resolution.

### ***SECTION 12 - Term of Agreement***

This Agreement shall be in full force and effect upon execution by all Members hereto. This Agreement shall remain in effect for a period of ten years unless cancelled by any Member by giving thirty days written notice to the Louisiana Municipal Association. The Agreement may be amended by agreement of all of the Members in accordance with LMA articles referring to this item.



# Mutual Aid Agreement Execution

**IN WITNESS THEREOF**, the following Member has duly executed this Louisiana Municipal Association Mutual Aid Agreement:

(Each participating LMA municipality execute individually)

Member Municipality: City of Natchitoches

Title of Signer: Mayor

Printed Name of Signer: Wayne McCullen

Authorized Signature Wayne McCullen

**May be Witnessed or Notarized:**

**Witness #1**

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

Signature: \_\_\_\_\_

**Witness #2**

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

Signature: \_\_\_\_\_

**If Notarized:**

On this 10 day of August (Month), 2010, before me, the undersigned, a Notary Public, in and for Natchitoches Parish and the State of Louisiana, personally appeared Mayor Wayne McCullen (Fill in individual's name) known to me and who, being duly sworn, did state that ~~they~~ <sup>he</sup> ~~are~~ <sup>is</sup> the authorized agent of City of Natchitoches, (municipality) and that said instrument was signed on behalf of City of Natchitoches (municipality) by the authority of their respective governing body.

Carol S. Steadman  
Carol S. STEADMAN  
Notary No. 15781

The Mayor stated that this is very important to the State and that it gives the ability to respond to the needs of other municipalities and potentially be reimbursed by FEMA or any organization for funding and stated that they are already a part of a mutual aid agreement on the LEPA level with the electrical and this broadens it.

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

**RESOLUTION NO. 075 OF 2010**

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs TO ENTER INTO A INTERLOCAL AGREEMENT WITH NATCHITOCHEs PARISH SHERIFF'S OFFICE FOR APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM (JAG)**

**WHEREAS**, the Recovery Act Edward Byrne Memorial Justice Assistance Grant ("JAG") allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system; and

**WHEREAS**, JAG replaces the Byrne Formula and Local Law Enforcement Block Grant (LLEBG) programs with a single funding mechanism that simplifies the administration process for grantees; and

**WHEREAS**, the procedure for allocating JAG funds is a formula based on population and crime statistics, in combination with a minimum allocation to ensure that each state and parish receives an appropriate share; and

**WHEREAS**, JAG focuses on areas of law enforcement programs; prosecution and court programs; prevention and education programs; corrections and community corrections programs; drug treatment and enforcement programs; planning, evaluation and technology improvement programs; crime victim and witness programs; and

**WHEREAS**, the City of Natchitoches and the Natchitoches Parish Sheriff's Office have been certified disparate which requires that joint application be made for the JAG Grant; and

**WHEREAS**, the JAG award of \$36,539.00 from which the Natchitoches Parish Sheriff has agreed to provide the City \$25,282.00 for the Communications Enhancement Program for which the City intends to purchase nine 700 MHz Mobile radios.

**WHEREAS**, the Mayor of the City of Natchitoches desires approval to sign an Interlocal Agreement, and any other documents that may be required, to facilitate the funding of the above described Justice Assistance Grant (JAG) Program Award.

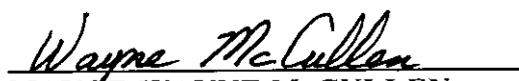
**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Natchitoches desires to make a joint application, with the Natchitoches Parish Sheriff's Office for the above described Justice Assistance Grant, with the City of Natchitoches as the lead agency.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that Mayor Wayne McCullen of the City of Natchitoches is hereby authorized and empowered to execute a Interlocal Agreement with the Natchitoches Parish Sheriff's Office which will provide for a joint application for the above described Justice Assistance Grant, and the Mayor is further authorized to execute any other documents necessary and required by the United States Bureau of Justice to proceed with application for the grant as hereinabove described.

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

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

**THEREUPON**, the Mayor, Wayne McCullen, declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 9<sup>th</sup> day of August, 2009.

  
MAYOR WAYNE McCULLEN

THE STATE OF LOUISIANA  
PARISH OF NATCHITOCHEs

KNOW ALL BY THESE PRESENT

INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF NATCHITOCHEs, LA AND PARISH OF NATCHITOCHEs, LA

RECOVERY ACT: 2010 BYRNE / JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 18<sup>th</sup> day of August 2010, by and between The PARISH of **NATCHITOCHEs**, acting by and through its governing body, the Sheriff, hereinafter referred to as PARISH, and the CITY of **NATCHITOCHEs**, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of NATCHITOCHEs PARISH, State of LOUISIANA, witnesseth:

**WHEREAS**, this Agreement is made under the authority of Resolution No. 75 of 2010 Government Code: and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

**WHEREAS**, the PARISH agrees to provide the CITY \$25,282.00 from the JAG award of \$36,539.00 for the **Communications Enhancement Program**: and

**WHEREAS**, the CITY and PARISH believe it to be in their best interests to reallocate the JAG funds.

**NOW THEREFORE**, the PARISH and CITY agree as follows:

**Section 1.**

PARISH agrees to pay CITY a total of \$25,282.00 of the JAG funds totaling \$36,539.00.

**Section 2.**

CITY agrees to use \$25,282.00 for the **Communications Enhancement Program**.

**Section 3.**

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Louisiana Tort Claims Act.

**Section 4.**

Nothing in the performance of this Agreement shall impose any liability for claims against PARISH other than claims for which liability may be imposed by the Louisiana Tort Claims Act.

**Section 5.**

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 6.**

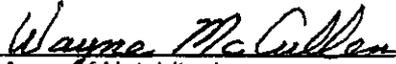
The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

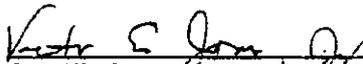
**Section 7.**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

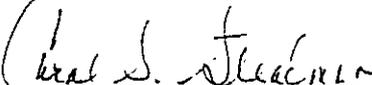
**CITY OF NATCHITOCHEs, LA**

**PARISH OF NATCHITOCHEs, LA**

  
\_\_\_\_\_  
Mayor of Natchitoches

  
\_\_\_\_\_  
Sheriff of Natchitoches

ATTEST: APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Secretary

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

**RESOLUTION NO. 076 OF 2010**

**RESOLUTION AUTHORIZING THE CITY OF NATCHITOCHEES TO  
SUBMIT THE ANNUAL ENVIRONMENTAL AUDIT REPORT FOR  
THE WASTE WATER TREATMENT PLANT TO THE LOUISIANA  
DEPARTMENT OF ENVIRONMENTAL QUALITY**

**WHEREAS**, the City of Natchitoches owns and operates a Waste Water Treatment facility; and

**WHEREAS**, the Louisiana Department of Environmental Quality ("La DEQ") has permitted the operation of the Waste Water Treatment Facility under LPDES Permit #LA0095222; and

**WHEREAS**, as operator of a permitted Waste Water Treatment Facility, Natchitoches is required to submit an Annual Environmental Audit Report; and

**WHEREAS**, Natchitoches City Council hereby confirms that it has reviewed and approved the Environmental Audit Report; and

**WHEREAS**, the Natchitoches City Council acknowledges that the operation of the Waste Treatment Facility is in compliance with the provisions of the LPDES discharge permit, and that no radiation is required to bring the facility into compliance.

**NOW, THEREFORE, BE IS RESOLVED** that the Clerk for the City is Natchitoches is hereby authorized and directed to submit to the Louisiana Department of Quality the Annual Environmental Audit Report summarizing the operation of its Waste Water Treatment Facility for the period August, 2009 through July, 2010.

**BE IT FURTHER RESOLVED** that the Clerk for the City of Natchitoches is hereby authorized to provide any other information as may be required by the LaDEQ.

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

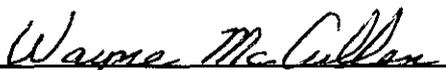
**AYES: Mims, Nielsen, McCain, Morrow, Payne**  
**NAYS: None**  
**ABSENT: None**  
**ABSTAIN: None**

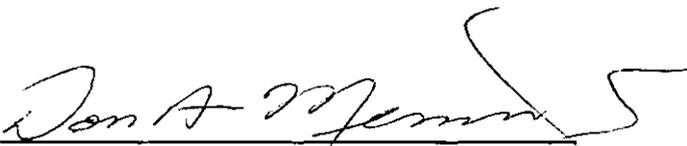
**THEREUPON**, the Mayor declared the Resolution passed by a vote of 5 ayes to 0 nays, this the 9<sup>th</sup> day of August, 2010.

  
\_\_\_\_\_  
**WAYNE McCULLEN, MAYOR**

The Mayor wanted to say Happy Birthday to Elizabeth Hamilton who turned 108 years old as well as a Happy Birthday to Mr. Paul Washington.

There being no further business, Mr. Nielsen made a motion to adjourn the meeting, Mr. Payne seconded the motion, and the meeting was adjourned at 8:50 p.m.

  
MAYOR WAYNE McCULLEN

  
MAYOR PRO TEMPORE