

Natchitoches City Council will have a pre-council meeting beginning at 5:00 p.m. and ending at 5:30 p.m. to discuss non-agenda items. The City Council meeting will begin promptly at 5:30 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings. The City Council Meetings are held at the Natchitoches Arts Center located at 716 Second Street, Natchitoches, Louisiana.

**NATCHITOCHES CITY COUNCIL MEETING
SEPTEMBER 14, 2015
5:30 P.M.**

A G E N D A

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF AUGUST 24, 2015**
5. **PROCLAMATIONS:**
 - #077 Payne** Proclamation Declaring Michele Pillar Day On Behalf Of The Women's Resource Center (**Accepted by: Beverly Broadway, Sunny Arceneaux and Rose Long**)
 - #078 Stamey** Proclamation Declaring September 17 Through September 23, 2015 As Constitution Week (**Accepted by: Dr. Colleen Lancaster**)
 - #079 Morrow** Proclamation Declaring September 2015 As Ovarian Cancer Awareness Month In The City Of Natchitoches (**Accepted by: Leah Lentz**)
6. **ORDINANCES – FINAL:**
 - #042 Morrow** Ordinance Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute A Lease In Favor Of Cane River Aviation, Inc., Of That Property Located In The Natchitoches Regional Airport, Described As Lot 8, And Further Providing For Advertising Of The Lease And An Effective Date
 - #044 Mims** Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For **Schedule I**, Construction of New Fuel Farm And **Schedule II** Removal Of Underground Storage Tanks At The Natchitoches Regional Airport, LA DOTD Project No. H.011252 (**Bid No. 0569**)
 - #045 Nielsen** Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For **Schedule I**, Mill And Overlay Runway 17/35 At The Natchitoches Regional Airport, LA DOTD Project No.H.011301 (**Bid No. 0567**)
 - #046 Mims** Ordinance Authorizing Mayor, Lee Posey, To Enter Into An Intergovernmental Agreement With The Parish Of Natchitoches,

The Natchitoches Parish Sheriff's Department, The Natchitoches Parish District Attorney And The Natchitoches Parish Coroner Office In Connection With The Funding Of A Response Vehicle For The Use Of The Coroner

7. **ORDINANCES – INTRODUCTION:**

#047 Stamey Ordinance Revoking The Dedication Of A Utility Easements Associated With A Portion Of The Former Right Of Way Of Keegan Drive Being The Southern Portion Of Keegan Drive Lying Between Lots 1 Through 8, Block "C" And Lots 1 Through 8, Block "B", Of Keegan's East Natchitoches Subdivision, Declaring That Said Utility Easement Associated With The Portion Of The Former Right Of Way Of Keegan Drive Street Are Abandoned And The Utility Easement Is Revoked And Released, And Providing For An Effective Date Of The Ordinance, And Savings Clause

#048 Mims Ordinance Approving And Authorizing The Execution Of An Interagency Agreement Or Cooperative Endeavor Agreement With Louisiana Department Of Wildlife And Fisheries To Provide For An Exchange Of Services For Use Of Surplus Property, And Further Authorizing The Mayor To Execute Same

8. **RESOLUTIONS:**

#080 Payne Resolution Addressing Engineering Aspects Of The Proposed Fy 2016 - Fy 2017 Louisiana Community Development Block Grant Project

#081 Stamey Resolution Addressing Administrative Aspects Of The Proposed Fy 2016 - Fy 2017 Louisiana Community Development Block Grant Project

#082 Morrow Resolution Authorizing The Mayor To Advertise and Accept Bid For The LA 1 Bypass Ground Storage Tank Painting Project
(Bid No. 0571)

#083 Nielsen Resolution Authorizing The Mayor To Advertise And Accept Bids For The Electrical Distribution Along Parkway And Howell Streets
(Bid No. 0572)

9. **ANNOUNCEMENTS:**

The next scheduled City Council meeting will be
September 28, 2015.

The 13th Annual Natchitoches Meat Pie Festival & 16th Annual River Run Ride will be held on **Friday, September 18 – Saturday, September 19, 2015.**

10. **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, SEPTEMBER 14, 2015 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, September 14, 2015 at 5:30 p.m.

There were present:

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

Guests: None

Absent: None

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

Mayor Posey then called for the reading and approval of the minutes for the August 24, 2015 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Ms. Morrow. The roll call vote was as follows:

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

Mayor Posey thanked everyone who played a part in honoring our local law enforcement this morning downtown. It was a nice ceremony to thank the men and women in our community who keep us safe.

He then stated we have lost Frances Gilcrease and Jeanne Guillory who were pillars of our community. Please keep their families in your thoughts and prayers.

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

RESOLUTION NO. 077 OF 2015

**PROCLAMATION DECLARING SEPTEMBER 24, 2015 AS MICHELE PILLAR DAY
IN THE CITY OF NATCHITOCHES**

WHEREAS, The Women's Resource Center, a pregnancy help medical clinic, was founded in 1989 as a non-profit organization to offer services, assistance and guidance to young women facing difficult life situations most often due to unplanned pregnancies; and

WHEREAS, In 2006, the Women's Resource Center became a Pregnancy Help Medical Clinic that offered material assistance as well as obstetrical, ultrasound, prenatal education, breastfeeding assistance and post partum follow-up; and

WHEREAS, the staff of the Women's Resource Center consists of trained volunteers, including registered nurses, as well as the donated time of Dr. Martin Aviles who oversees medical issues of the Center; and

WHEREAS, the Women's Resource Center is the largest organization of its type and scope in Central Louisiana; and

WHEREAS, the Women's Resource Center will be hosting the annual "Celebration of Life" fundraising gala on Thursday, September 24, 2015 at the Natchitoches Events Center at which Michele Pillar will be the keynote speaker; and

WHEREAS, the City of Natchitoches wishes to honor Mrs. Michele Pillar in his life crusades and taking time from her busy schedule to promote the mission of the Women's Resource Center.

NOW, THEREFORE, I, LEE POSEY, Mayor of the City of Natchitoches, hereby proclaim, Thursday, September 24, 2015, as

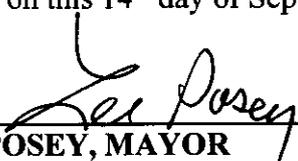
Michele Pillar Day

in the City of Natchitoches in honor of the dedication and contributions of Mrs. Michele Pillar.

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

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

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 14th day of September, 2015.



LEE POSEY, MAYOR

Mr. Nielsen presented Beverly Broadway, Director of the Women's Resource Center, with the proclamation. Mrs. Broadway thanked the City Council for the proclamation and their support of the Women's Resource Center. Because of numerous sponsors, the WRC serviced over 400 women in our community at no cost to the client. She stated Michelle Pillar is a advocate and speak for the prolife ministries and encourage everyone to come out to the gala on September 24th. Mrs. Rose Long then stated she is the president of the board this year and thanked the City of Natchitoches and community for their support of the WRC. She invited everyone to stop by the center to see the work being done at the WRC. We are thankful the City understands the jewel we have in our community through the WRC.

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

RESOLUTION NO. 078 OF 2015

**PROCLAMATION DECLARING SEPTEMBER 17 THROUGH
SEPTEMBER 23, 2015 AS CONSTITUTION WEEK**

WHEREAS, on September 17, 1787, delegates of the United States to the Constitutional Convention signed the Constitution and sent it to the states for ratification; and

WHEREAS, the states, in the collective wisdom of their citizens, insisted on appending a Bill of Rights to the Constitution; and

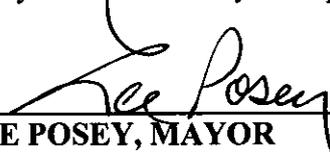
WHEREAS, in remembrance of the signing of the Constitution and in recognition of the Americans who strive to uphold the duties and responsibilities of citizenship, the U. S. Congress in 1952 designated September 17 as **Citizenship Day**, and by joint resolution of August 2, 1956, requested that the President proclaim the week beginning September 17 and ending September 23 of each year as "Constitution Week".

NOW, THEREFORE, I, Lee Posey, Mayor of the City of Natchitoches, do hereby proclaim **September 17, 2015**, as **Citizenship Day** and **September 17 through 23, 2015** as **Constitution Week** and encourage Federal, State and local officials, as well as leaders of civic, social, and educational organizations, to conduct ceremonies and programs that celebrate our Constitution and reaffirm our commitment as citizens of our great Nation.

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

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

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to
0 Nays on this 14th day of September, 2015.



LEE POSEY, MAYOR

Mr. David Stamey presented Dr. Colleen Lancaster with the proclamation on behalf of the St. Denis chapter of the DAR. Dr. Lancaster stated the chapter has been busy doing things for the chapter and the national chapter is 125 years old this year. This is a celebration that is taught in schools in history class. She is thankful to the City Council for the proclamation and will be posted at the Natchitoches Parish Library at which the DAR has an exhibit this week.

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

RESOLUTION NO. 079 OF 2015

A PROCLAMATION DECLARING SEPTEMBER 2015 AS OVARIAN CANCER AWARENESS MONTH IN THE CITY OF NATCHITOCHES

WHEREAS, ovarian cancer is the fifth leading cause of cancer-related deaths among women, and accounts for more deaths than any other gynecologic cancers; and

WHEREAS, The American Cancer Society estimates that 21,290 women will be diagnosed with ovarian cancer in 2015, with more than half of those women over the age of 62; and

WHEREAS, recognition of the warning signs are essential to an early detection and effective treatment; and

WHEREAS, early symptoms of ovarian cancer are commonly overlooked, public awareness and knowledge are essential to getting a diagnosis before the cancer worsens; and

WHEREAS, it is critical that those affected by ovarian cancer have the proper resources and access to health care to prevent, detect, treat, and ultimately defeat ovarian cancer and all cancers; and

WHEREAS, ovarian cancer and the hardship it brings have affected too many lives. This month, the City of Natchitoches stands with everyone who has been touched by this disease, and we recognize all those committed to advancing the fight against this cancer through research, advocacy, and quality care.

NOW, THEREFORE, I, Lee Posey, Mayor, and the Natchitoches City Council, do hereby proclaim September 2015 as:

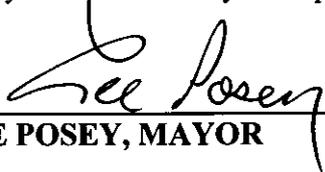
OVARIAN CANCER AWARENESS MONTH

in the City of Natchitoches, and encourage all citizens to honor ovarian cancer patients, survivors, their families and caregivers, and remember those who have lost their lives to this devastating disease.

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

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

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 14th day of September, 2015.



LEE POSEY, MAYOR

Ms. Morrow presented Leah Lentz with the proclamation declaring September as Ovarian Cancer Awareness Month. Leah thanked the City Council for the proclamation and their support of Ovarian Cancer Awareness. She passed out teal ribbons to the City Council and Department Heads. She stated not only the City, but NSU is also getting involved in this movement. This year we are focusing on survivors and we are honoring Stephanie Dijack with this proclamation. The band will have teal demons tattooed on their faces for the game on September 26th and the columns will be turned teal on September 22nd. She invited people to please come out to support this in our community.

Mayor Posey thanked Leah for her efforts and encouraged people if you have questions to please get check out. Early detection is so important in curing cancer.

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

ORDINANCE NO. 042 OF 2015

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, LEE POSEY, TO EXECUTE A LEASE IN FAVOR OF CANE RIVER AVIATION, INC., OF THAT PROPERTY LOCATED IN THE NATCHITOCHEs REGIONAL AIRPORT, DESCRIBED AS LOT 8, AND FURTHER PROVIDING FOR ADVERTISING OF THE LEASE AND AN EFFECTIVE DATE.

WHEREAS, the City of Natchitoches is the owner of those lots shown on the Airport Layout Plan, which said lots are available for lease, and more particularly is the owner of Lot 8 of the Natchitoches Regional Airport as is shown on a lease map by Alliance Inc. dated April 27, 2001; and

WHEREAS, the Airport Manager has negotiated the terms of a lease to Cane River Aviation, Inc., of that property described as Lot 8 of the Natchitoches Regional Airport; and

WHEREAS FURTHER, the terms of the lease are for a ten (10) year period with consideration of Seven Hundred Fifty and 00/100 (\$750.00) Dollars per year, all as set forth in the attached Lease Agreement by and between the City of Natchitoches, and Cane River Aviation, Inc.; and

WHEREAS FURTHER, the City desires to lease lot 8 to Cane River Aviation, Inc., under the terms set forth above and more particularly set forth in the lease attached hereto.

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

(1) That after due proceedings and advertisement, the said City does lease Lot 8 of the Natchitoches Regional Airport to Cane River Aviation, Inc., for the term of ten (10) years with the annual consideration of \$750.00.

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

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

(4) That the Mayor, Lee Posey, be and he is hereby authorized, after due proceedings had, and after the legal delays have run, to execute a lease in favor of **Cane River Aviation, Inc.**, leasing Lot 8 of the Natchitoches Regional Airport for the term of Ten (10) years.

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

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

THIS ORDINANCE was introduced on August 10, 2015 and published in the *Natchitoches Times* on August 13, August 20 and August 27, 2015.

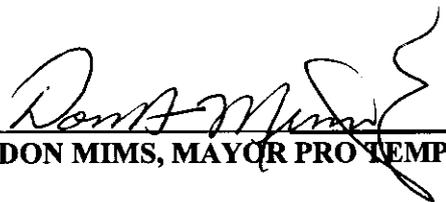
The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

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

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 14th day of September, 2015.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 15th day of September, 2015 at 10:00 A.M.

CERTIFICATION ON BACK

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

LEASE AGREEMENT

BE IT KNOWN that this agreement is made and entered into on this the 16th day of September 2015, before the undersigned Notaries Public and subscribing witnesses, by and between:

THE CITY OF NATCHITOCHES, LOUISIANA, a Municipal Corporation, with mailing address of P. O. Box 37, Natchitoches, Louisiana, 71458-0037, represented herein by Lee Posey, Mayor, pursuant to an **Ordinance No. 042**, of 2015 adopted by the City Council of the City of Natchitoches on the 14th day of September, 2015, the City of Natchitoches hereinafter referred to as the "**LESSOR**",

AND

CANE RIVER AVIATION, INC., a Louisiana Corporation, domiciled in the Parish of Natchitoches, Louisiana, with mailing address of 934 East Fourth Street, and represented herein by Jack P. McCain, Jr., President, duly authorized to act herein pursuant to resolution of the Board of Directors of said corporation, hereinafter referred to as the "**LESSEE**",

who declared as follows, to-wit:

1.

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

A certain parcel of land, which is shown on the Natchitoches Regional Airport Lease Map, prepared by BBC Engineering, Inc., dated **April 27, 2001**, as shown thereon as follows, to-wit:

Lot 8 of Natchitoches Regional Airport as per the Airport Layout Plan, measuring 100 feet North and South by 75 feet East and West and containing 7500 square feet in all.

2.

In consideration for the use of said tract and the privileges incidental thereto, Lessee agrees to pay Lessor the sum of Seven Hundred Fifty and 00/100 Dollars (\$750.00) per year payable in advance each year with the first payment being paid herewith, receipt of which is acknowledged. Successive annual rental payments shall be due on the anniversary date of this lease each year throughout the term of this lease. This amount is calculated on the basis of Ten Cents (\$0.10) per square foot for the area described as Lot 8 having a total of 7,500 square feet.

On the anniversary date of this lease, in the year 2020, the rental under this lease shall be adjusted to reflect the changes in the purchasing power of the dollar, whether upward or downward, as follows:

The base for the purpose of rental adjustment shall be the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for the 1st of January 2015. The difference between the Index figure for January 1, 2015, and the figure published for that January immediately

preceding any renewal term hereunder shall be determined and computed as a percentage of change. This percentage of the base rent shall be added to the annual base rent, or subtracted from it if the change be downward, and the sum shall constitute the annual rent for the renewal term.

If any change is made by the United States Government in the formulation or method under which the Consumer Price Index is computed, then the parties agree that an appropriate adjustment in computing the rent for any renewal term shall be made by the parties, and if they are unable to agree on such adjustment, then said adjustment shall be submitted to arbitration under the rules of the American Arbitration Association.

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

3.

The term of this lease shall be for a ten year period, from date hereof.

4.

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

5.

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

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

6.

The premises shall be used by Lessee only for the purpose of aeronautics, storage, rental, maintenance and servicing of aircraft and equipment owned by Lessee, Sub-Lesseees or their respective subsidiary and affiliated companies and for no other purpose.

7.

Lessee shall have the privilege to make improvements to the hanger located upon said premises or plot of ground for its private use, as stated herein. It is provided, however, that plans and specifications for the improvements to the hangar should be submitted to the City for approval prior to commencing construction. It is understood that the Lessee shall abide by the Sanitary Code of the City of Natchitoches, and any other codes proscribed by the City. Lessee shall have the right and privilege of installing electricity, water, gas and telephone at its cost. It is expressly agreed between the parties that any building or other structures erected by the Lessee shall remain the property of the Lessee at the expiration of this lease, or extension thereof, provided however, that the Lessor shall have the right and option to purchase such buildings

from Lessee at a sum to be determined by three appraisers, one to be selected by Lessor and one by Lessee, and one selected by the appraisers. If the City does not exercise its said right and option, to purchase the property and after written notification of its intent not to purchase to the Lessee, the Lessee has the right to remove the building within sixty (60) days, in default of which all buildings and improvements of every kind left on the land shall become exclusive property of the City. Lessee shall have the right to sub-lease, including buildings which it erects at its own expense, provided that the sub-lease, shall take such premises subject to the terms and conditions of this lease, and provided the City approves the sub-lease in writing.

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

8.

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

9.

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

10.

As a part of the consideration for this lease, Lessee covenants and agrees to maintain all buildings located thereon in a good and safe condition and as neat and clean as practicable, and no noxious activities shall be conducted on the premises.

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

11.

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

12.

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

13.

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

governmental agency having jurisdiction over the Natchitoches Regional Airport, and shall be subordinate thereto.

14.

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

15.

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

16.

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

17.

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

18.

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

IN WITNESS WHEREOF, the City of Natchitoches, in the presence of the undersigned witnesses and Notary Public, executed this Lease on this 16th day of September 2015, at Natchitoches, Louisiana, in quadruplicate original.

CITY OF NATCHITOCHES, LOUISIANA

Marcy McCreary
WITNESS

By: Lee Posey
LEE POSEY, MAYOR

Samuel Weirig
WITNESS

Edd R. Lee
NOTARY PUBLIC

Print Name: Edd R. Lee

Notary # 15749

IN WITNESS WHEREOF, Cane River Aviation, Inc., in the presence of the undersigned witnesses and Notary Public, executed this Lease on this 16th day of September, 2015, at Natchitoches, Louisiana, in quadruplicate original.

CANE RIVER AVIATION, INC.

Marsha d'Arment
WITNESS

By: Jack P. McCain, Jr.
Jack P. McCain, Jr.

Lisa Borders
WITNESS

Edd R. Lee
NOTARY PUBLIC

Print Name: Edd R. Lee

Notary # 15749

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

ORDINANCE NO. 044 OF 2015

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs TO AWARD THE BID FOR SCHEDULE I, CONSTRUCTION OF NEW FUEL FARM AND SCHEDULE II REMOVAL OF UNDERGROUND STORAGE TANKS AT THE NATCHITOCHEs REGIONAL AIRPORT LA DOTD PROJECT NO. H.011252

(BID NO. 0569)

WHEREAS, Resolution No.043 of 2015 was passed by the Natchitoches City Council on May 26, 2015 authorizing the Mayor to advertise for bids for **Schedule I** Construction of New Fuel Farm and **Schedule II** Removal of Underground Storage Tanks at the Natchitoches Regional Airport (Bid No. 0569); and

WHEREAS, this bid was advertised in the *Natchitoches Times* on May 30, June 6 and June 13, 2015 in accordance with law; and

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

- | | |
|---|--------------|
| (1) Petron, LLC
Alexandria, LA | \$386,718.00 |
| (2) ELA Group Inc.,
Shreveport, LA..... | \$496,200.00 |
| (3) Cobb Environmental and Technical Services, Inc.,
Tupelo, MS..... | \$413,461.00 |

WHEREAS, on August 12, 2015 the appointed committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Sylvia Morrow, Councilwoman; and Larry Cooper, Airport Manager reviewed the bid proposals for the Schedule I Construction of New Fuel Farm and Schedule II Removal of Underground Storage Tanks at the Natchitoches Regional Airport (Bid No. 0569); and

WHEREAS, award of the construction contract should be made contingent upon receipt of LA DOTD grant offers; and

WHEREAS, the above appointed committee members unanimously recommend the City award the bid to the lowest bidder **Petron, LLC of Alexandria, LA** in the amount of **\$386,718.00**.

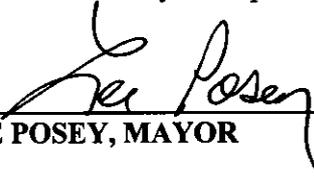
NOW THEREFORE BE IT ORDAINED, that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.

THIS ORDINANCE was introduced on August 24, 2015 and published in the *Natchitoches Times* on August 27, 2015.

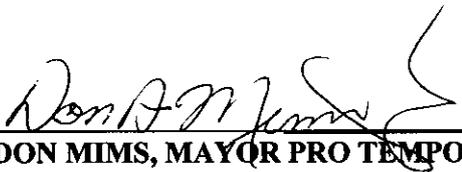
The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

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

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0
Nays this 14th day of September, 2015.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 15th day of September, 2015 at 10:00 A.M.

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

ORDINANCE NO. 045 OF 2015

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES TO AWARD THE BID FOR SCHEDULE I, MILL AND OVERLAY RUNWAY 17/35 AT THE NATCHITOCHES REGIONAL AIRPORT LA DOTD PROJECT NO. H.011301

(BID NO. 0567)

WHEREAS, Resolution No.044 of 2015 was passed by the Natchitoches City Council on May 26, 2015 authorizing the Mayor to advertise for bids for **Schedule I** ,Mill and Overlay Runway 17/35 at the Natchitoches Regional Airport, (Bid No. 0567); and

WHEREAS, this bid was advertised in the *Natchitoches Times* on June 11, June 18 and June 25, 2015 in accordance with law; and

WHEREAS, one bid proposal was received and opened as follows:

- (1) Regional Construction, LLC
 Natchitoches, LA\$1,653,920.00

WHEREAS, on August 14, 2015 the appointed committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Don Mims, Councilman; and Larry Cooper, Airport Manager reviewed the bid proposal for the **Schedule I**, Mill and Overlay Runway 17/35 at the Natchitoches Regional Airport (Bid No. 0567); and

WHEREAS, award of the construction contract should be made contingent upon receipt of FAA and LA DOTD grant offers; and

WHEREAS, the above appointed committee members unanimously recommend the City award the bid to the lowest responsive bidder, **Regional Construction, LLC of Natchitoches, LA** in the amount of **\$1,653,920.00**.

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

THIS ORDINANCE was introduced on August 24, 2015 and published in the *Natchitoches Times* on August 27, 2015.

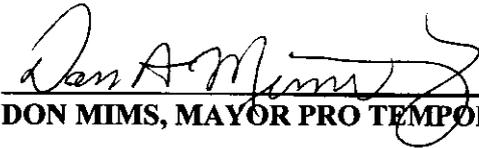
The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

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

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0
Nays this 14th day of September, 2015.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 15th day of September, 2015 at 10:00 A.M.

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

ORDINANCE NO. 046 OF 2015

AN ORDINANCE AUTHORIZING MAYOR, LEE POSEY, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE PARISH OF NATCHITOCHEs, THE NATCHITOCHEs PARISH SHERIFF'S DEPARTMENT, THE NATCHITOCHEs PARISH DISTRICT ATTORNEY AND THE NATCHITOCHEs PARISH CORONER OFFICE IN CONNECTION WITH THE FUNDING OF A RESPONSE VEHICLE FOR THE USE OF THE CORONER.

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 Intergovernmental Agreements with other governmental agencies; and

WHEREAS FURTHER, the Natchitoches Parish Coroner's Office (sometimes hereinafter referred to as "Coroner") is a political subdivision of the State of Louisiana, which office is responsible for responding to calls for death investigations and orders of protective custody; and

WHEREAS FURTHER, the services provided by the Coroner are beneficial to the City and the help provide for and promote, protect, and preserve the general welfare, safety, health, peace and good order of the City; and

WHEREAS FURTHER, the Coroner is in need of a vehicle which will be used in the performance of its duties and has identified a 2015 Dodge Ram 2500 Law Enforcement Pickup Truck (sometimes hereinafter "Truck") as a vehicle that is suitable for its needs; and

WHEREAS FURTHER, the District Attorney of the Parish of Natchitoches and the Sheriff of the Parish of Natchitoches have each agreed to provide one-third of the purchase price of the Truck, and the City has been approached about contributing the remaining one-third of the purchase price, being the sum of \$10,062.32; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that the new vehicle will enhance the ability of the Coroner to respond to calls in a timely and dependable manner, benefitting the effectiveness of the Coroner's office; and

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

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that the Intergovernmental Agreement with the Coroner will promote the health, safety and welfare of the citizens of the City and Parish of Natchitoches, Louisiana; and

WHEREAS FURTHER, the City desires to enter into this Intergovernmental Agreement to help encourage and promote 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, Lee Posey is hereby authorized to execute the attached Intergovernmental Agreement with the Natchitoches Parish, Office of the Coroner.

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

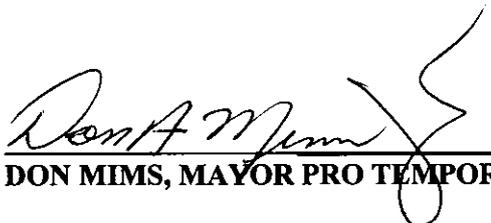
The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

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

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 14th day of September, 2015.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 15th day of September, 2015 at 10:00 A.M.

INTERGOVERNMENTAL AGREEMENT

AMONG
THE PARISH OF NATCHITOCHES
THE NATCHITOCHES PARISH SHERIFF'S DEPARTMENT
THE CITY OF NATCHITOCHES
THE NATCHITOCHES PARISH DISTRICT ATTORNEY
THE NATCHITOCHES PARISH CORONER OFFICE

This Intergovernmental Agreement (hereinafter the "AGREEMENT") is entered into by the Parish of Natchitoches (hereinafter the "PARISH"), the City of Natchitoches (CITY) and the Natchitoches Parish Coroner's Office (hereinafter the "CORONER"), The Natchitoches Parish Sheriff's Office (hereinafter the "SHERIFF") and The Natchitoches Parish District Attorney, in connection with the funding of a response vehicle for the use of the CORONER. The parties agree to the following terms and conditions, to-wit:

I. General:

a. The CORONER agrees to utilize the vehicle purchased, a 2015 Dodge Ram 2500 Law Enforcement Pickup Truck, for the purpose of conducting day to day operations of the Coroner's Office. This includes but is not limited to daily usage by the "On-Call Deputy Coroner" for conducting business related to the office, and response to calls for death investigation and Order of Protective Custody investigations. This vehicle shall be equipped with emergency warning lighting (red/blue interior lighting) and siren for scene response and a hard-top bed cover for local transport if required.

b. The PARISH agrees that the aforementioned vehicle will be titled in the name of "Natchitoches Parish Government", and agrees to provide vehicle insurance, fuel, and maintenance for the vehicle pursuant to LA R.S. 13:5706 (B)1, which will avoid mileage costs by incurred by investigators responding to calls and conducting normal business operations.

c. The City of Natchitoches and the Natchitoches Parish Sheriff's Office agrees to pay one-half of the vehicle cost as a cooperative endeavor to provide the CORONER with the vehicle to be utilized as above.

2. Term:

This Agreement shall be effective immediately upon execution by the parties and shall remain in effect until the vehicle shall be no longer feasible for service.

3. Special Conditions:

a. The CORONER shall maintain daily mileage logs of the response vehicle. The CORONER shall furnish receipts for fuel purchases and maintenance receipts of the vehicle at the end of each month to the Parish Treasurer.

b. The PARISH shall maintain vehicle insurance pursuant to LA R.S. 13:5706 (B)1, on the response vehicle at all times while the vehicle is in service.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement, effective on the

_____ Day of _____, 2015.

WITNESS:

PARISH OF NATCHITOCHE

BY: _____

President

WITNESS:

CITY OF NATCHITOCHE

Stacy McCreary

BY: *Lee Poser*

Mayor

WITNESS:

NATCHITOCHE PARISH CORONER

BY: _____

Coroner

WITNESS:

NATCHITOCHE PARISH SHERIFF

BY: _____

Sheriff

WITNESS:

NATCHITOCHE PARISH DISTRICT ATTY

BY: _____

Natchitoches Parish DA

The following Ordinance was introduced by Mr. Stamey at the Natchitoches City Council meeting held on September 14, 2015 as follows:

ORDINANCE NO. 047 OF 2015

AN ORDINANCE REVOKING THE DEDICATION OF A UTILITY EASEMENTS ASSOCIATED WITH A PORTION OF THE FORMER RIGHT OF WAY OF KEEGAN DRIVE BEING THE SOUTHERN PORTION OF KEEGAN DRIVE LYING BETWEEN LOTS 1 THROUGH 8, BLOCK "C" AND LOTS 1 THROUGH 8, BLOCK "B", OF KEEGAN'S EAST NATCHITOCHEES SUBDIVISION, DECLARING THAT SAID UTILITY EASEMENT ASSOCIATED WITH THE PORTION OF THE FORMER RIGHT OF WAY OF KEEGAN DRIVE STREET ARE ABANDONED AND THE UTILITY EASEMENT IS REVOKED AND RELEASED, AND PROVIDING FOR AN EFFECTIVE DATE OF THE ORDINANCE, AND SAVINGS CLAUSE

WHEREAS, by Ordinance No. 84 of 2004, the City of Natchitoches did abandon a portion of Keegan Drive, said portion of Keegan Drive being more particularly described as follow, to-wit:

A 0.551 acre tract and street right of way in the City of Natchitoches, Louisiana, described as follows:

Beginning at the Southwest corner of Lot 1 of Block "C" of Keegan's East Natchitoches Subdivision, as shown on a plat by Gaiennie Hyams dated April 1, 1946, thence go easterly along a line common to the Southern lines of Lots 1 through 8 of Block "C" of said subdivision and the Northern right of way line of Keegan Drive a distance of 600 feet to the Southeast corner of Lot 8 of Block "C" of said subdivision; thence go southerly a distance of 40 feet to the Northeast corner of Lot 8 of Block "B" of Keegan's East Natchitoches Subdivision; thence go westerly along a line common to the Northern lines of Lots 8 through 1 of Block "B" of said subdivision, and the Southern right of way line of Keegan Drive a distance of 600 feet to the Eastern right of way line of Highway Boulevard; thence go northerly along the Eastern right of way line of Highway Boulevard a distance of 40 feet to the point of beginning of a 0.551 acre tract and street right of way, being more fully shown on a plat of survey dated May 20, 2004, prepared by N & A, Inc., land surveyors.

WHEREAS FURTHER, while the City revoked the dedication of a portion of Keegan Drive, as described above, it retained a permanent easement over the above described portion of Keegan Drive for all public utility purposes; and

WHEREAS FURTHER, since the time of the passage of Ordinance No. 84 of 2004 and the revocation of the above described portion of the right of way of Keegan Drive, multiple structures have been constructed which lie partially within the area retained by the City of Natchitoches for a utility easement; and

WHEREAS FURTHER, the City of Natchitoches has received a request from the owner of one of the above structures to release the utility easement so as to remove the encumbrance on their property; and

WHEREAS FURTHER, the Director of Utilities, Bryan Wimberly, has reviewed the matter and has determined that all of the utilities that were located within the above described utility easement have been relocated and that the utility easement is no longer needed for any public purpose; and

WHEREAS FURTHER, the City Council is of the opinion that the utility easement will not be needed for any public purposes in the foreseeable future, and

WHEREAS FURTHER, the City Council is of the opinion that the above described utility easement should be released and abandoned;

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

SECTION I: That the utility easement reserved in Ordinance No. 84 of 2004, being that utility easement lying within that portion of the former right of way of Keegan Drive described as follows:

A 0.551 acre tract and street right of way in the City of Natchitoches, Louisiana, described as follows:

Beginning at the Southwest corner of Lot 1 of Block "C" of Keegan's East Natchitoches Subdivision, as shown on a plat by Gaiennie Hyams dated April 1, 1946, thence go easterly along a line common to the Southern lines of Lots 1 through 8 of Block "C" of said subdivision and the Northern right of way line of Keegan Drive a distance of 600 feet to the Southeast corner of Lot 8 of Block "C" of said subdivision; thence go southerly a distance of 40 feet to the Northeast corner of Lot 8 of Block "B" of Keegan's East Natchitoches Subdivision; thence go westerly along a line common to the Northern lines of Lots 8 through 1 of Block "B" of said subdivision, and the Southern right of way line of Keegan Drive a distance of 600 feet to the Eastern right of way line of Highway Boulevard; thence go northerly along the Eastern right of way line of Highway Boulevard a distance of 40 feet to the point of beginning of a 0.551 acre tract and street right of way, being more fully shown on a plat of survey dated May 20, 2004, prepared by N & A, Inc., land surveyors.

is hereby declared to be released and abandoned and no longer needed for public purposes whatsoever.

SECTION II: That portion of the former right of way of Keegan Drive, above described, is hereby declared to be released and abandoned and insofar as same may have been

dedicated or reserved as a utility easement, said dedication is hereby declared revoked.

SECTION III: It is understood that this release, abandonment and revocation applies only to the portion of the former right of way of Keegan Drive above described.

SECTION IV: That a copy of this Ordinance be recorded in the Conveyance Records of Natchitoches Parish, Louisiana.

SECTION V: That the Clerk of Court for the Parish of Natchitoches, Louisiana, is hereby instructed and requested to mark Ordinance No. 84 of 2004, recorded at Conveyance Book 588 page 526 for identification with this instrument.

SECTION VI: That all other ordinances or parts of ordinances in conflict are hereby revoked.

SECTION VII: THIS ORDINANCE shall take effect after publication in accordance with law.

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

The following Ordinance was introduced by Mr. Mims at the Natchitoches City Council meeting held on September 14, 2015 as follows:

ORDINANCE NO. 048 OF 2015

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERAGENCY AGREEMENT OR COOPERATIVE ENDEAVOR AGREEMENT WITH LOUISIANA DEPARTMENT OF WILDLIFE AND FISHERIES TO PROVIDE FOR AN EXCHANGE OF SERVICES FOR USE OF SURPLUS PROPERTY, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE SAME.

WHEREAS, the Louisiana Department of Wildlife and Fisheries (hereinafter sometimes referred to as "State") has relocated the Inland Fisheries District 10 office to the United States Fish and Wildlife Service National Fish Hatchery (sometimes hereinafter "Hatchery") which is located in Natchitoches, Louisiana; and

WHEREAS FURTHER, the Inland Fisheries District 10 (sometimes hereinafter "District") is charged with monitoring and controlling aquatic nuisance vegetation in public waters in four parishes, namely: DeSoto, Red River, Sabine and Natchitoches; and

WHEREAS FURTHER, the District is in need of covered and secure storage space to store boats, trucks, herbicides and other equipment and material, and there is inadequate storage space at the Hatchery; and

WHEREAS FURTHER, the equipment, herbicides and material are all used by the District to fulfill its activities in monitoring and controlling aquatic nuisance vegetation, which activities are beneficial to the City of Natchitoches (Sometimes hereinafter "City"), as these activities help maintain water bodies located within the City; and

WHEREAS FURTHER, the State has agreed that it will meet annually to prioritize and coordinate its activities to meet the concerns of the City regarding vegetation in water bodies within the City; and

WHEREAS FURTHER, the City of Natchitoches (sometimes hereinafter "City") is the owner of certain property located on Rapides Drive (also known as Mill Street), on which said property are located several warehouses; and

WHEREAS FURTHER, the State and the City have identified a portion of a building that would be suitable for the needs of the State, which said area is shown on the attached aerial photograph in black cross hatch, which said area is not currently being used for any public purpose; and

WHEREAS FURTHER, the City acknowledges the important services provided by the State and District and specifically acknowledges that the District is providing services that the City could not easily duplicate, and which services provides for the safety, health and welfare of the citizens of the City; and

WHEREAS FURTHER, acknowledging the services provided by the District and the agreement of the State to meet with representatives of the City to prioritize and coordinate program activities of the District, the City agrees to provide the area shown on the attachment to be used as a storage area by the State and District (sometimes hereinafter "Storage Area"); and

WHEREAS FURTHER, the City and the State have negotiated An Interagency Agreement or Cooperative Endeavor Agreement under which the Storage Area will be made available for the exclusive use of the State for a term of five years, for the consideration for which are the services provided by the State and District to the citizens of the City; and

WHEREAS FURTHER, the City use of the Storage Area by the State may terminated by either party upon providing written notice to the other party 60 days prior to the termination; and

WHEREAS FURTHER, the City will provide primary electrical service to weather head, and the State will be responsible for all utility billing and will further be responsible for any necessary improvements, including installation of meter base, weather head, breaker panel and branch distribution; and

WHEREAS FURTHER, the State agrees to provide for the management, operation and supervision of the Storage Area, with the State paying for the maintenance and upkeep of the Storage Area; and

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

WHEREAS FURTHER, the City Council of the City of Natchitoches believes that the aquatic vegetation control provided by the State through the District to the citizens of the City are of equal or greater value than the value of the use of the Storage Area provided to the State; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the proposed Interagency Agreement or Cooperative Endeavor Agreement, which is attached hereto, and approves same: and

NOW THEREFORE be it ordained by the City Council of the City of Natchitoches, Louisiana, that the Mayor is hereby authorized to execute the Interagency Agreement or Cooperative Agreement between the City of Natchitoches and the Louisiana Department of Wildlife and Fisheries.

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

INTERAGENCY AGREEMENT

or

COOPERATIVE ENDEAVOR AGREEMENT

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, the Louisiana Department of Wildlife and Fisheries (sometimes hereinafter referred to as "State") is a department of the State of Louisiana; and

WHEREAS, the State has relocated the Inland Fisheries District 10 office to the United States Fish and Wildlife Service National Fish Hatchery (sometimes hereinafter "Hatchery") which is located in Natchitoches, Louisiana; and

WHEREAS FURTHER, the Inland Fisheries District 10 (sometimes hereinafter "District") is charged with monitoring and controlling aquatic nuisance vegetation in public waters in four parishes, namely: DeSoto, Red River, Sabine and Natchitoches; and

WHEREAS FURTHER, the District is in need of covered and secure storage space to store boats, trucks, herbicides and other equipment and material, and there is inadequate storage space at the Hatchery; and

WHEREAS FURTHER, the equipment, herbicides and material are all used by the District to fulfill its activities in monitoring and controlling aquatic nuisance vegetation, which activities are beneficial to the City as these activities help maintain water bodies located within the City; and

WHEREAS FURTHER, the State has agreed that it will meet annually to prioritize and coordinate its activities to meet the concerns of the City regarding vegetation in water bodies within the City; and

WHEREAS FURTHER, the City is the owner of certain property located on Rapides Drive (also known as Mill Street), and there are several warehouses located on this property; and

WHEREAS FURTHER, the State and the City have identified a portion of a building that would be suitable for the needs of the State, which said area is shown on the attached aerial photograph in black cross hatch, which said area is not currently being used for any public purpose; and

WHEREAS FURTHER, the City acknowledges the important services provided by the State and District and specifically acknowledges that the District is providing services that the City could not easily duplicate, and which services provides for the safety, health and welfare of the citizens of the City; and

WHEREAS FURTHER, acknowledging the services provided by the District and the agreement of the State to meet with representatives of the City to prioritize and coordinate program activities of the District, the City agrees to provide the area shown on the attachment to be used as a storage area by the State and District (sometimes hereinafter "Storage Area"); and

WHEREAS FURTHER, the State and the City have agreed to enter into an Interagency Agreement or Cooperative Endeavor Agreement (sometimes hereinafter "Agreement") wherein the City will make the warehouse space available to the State;

WHEREAS FURTHER, under the terms of this Agreement, the City will make designated portion of the warehouse available to the State for a five year period, said term becoming effective on the dated last signed by a party to this Agreement; and

WHEREAS FURTHER, the Agreement may be amended by mutual agreement of the parties and at any time during the term of the Agreement, either party shall have the right to terminate the Agreement; the party desiring to cancel the Agreement must provide written notice sixty days prior to the date of termination; and

WHEREAS FURTHER, the State agrees to provide for the management, operation and supervision of the Storage Area under its control, with the State being responsible for the maintenance and upkeep of the Storage Area; and

WHEREAS FURTHER, the City desires that the State and the District continue their aquatic vegetation control efforts with the goal of providing continued recreation opportunities to the citizens of the City and Parish of Natchitoches; and

NOW THEREFORE, the City of Natchitoches, Louisiana, a municipal corporation, represented herein by Honorable Lee Posey, Mayor, duly authorized to act herein pursuant to Ordinance Number ____ of 2015, and the Louisiana Department of Wildlife and Fisheries, a department of the State of Louisiana, represented herein by _____, duly authorized to act herein, do hereby enter into the following agreement:

(1) The State, through the Inland Fisheries District 10, will continue to monitor and control aquatic nuisance vegetation in public waters, including the waters of Natchitoches Parish, Louisiana, and will meet annually with the City to prioritize and coordinate program activities.

(2) The City will provide area within a building located at the ADM complex at located on Rapides Drive, said area depicted in black cross hatch on the attached aerial photograph.

(3) The Agreement shall be for a five year period, and the consideration shall be the services provided by the State and District as set forth above.

(4) The Agreement may be amended by mutual consent of the City and the State.

(5) At any time during the term, or any extension of the Agreement, either party shall have the right to terminate the Agreement; the party desiring to cancel the Agreement must provide written notice sixty days prior to the date of termination

(6) The State agrees to provide for the management, operation and supervision of the Storage Area under its control, with the State being responsible for the maintenance and upkeep of the Storage Area.

(7) The City agrees to maintain fire insurance on the Storage Area, and the State agrees to carry all liability insurance on the premises, including, but not limited to, coverage for injuries, death or loss of property.

(8) The State assumes responsibility for the condition of the premises during the term of this agreement and agrees that the City shall not be liable for any injury, death or damage to property caused by any defect therein to any agent, employee, representative of the State, or any invitee, permittee, patron or visitor of the State, or to any other person, unless the City knew or should have known of the particular defect, or had received notice thereof and failed to remedy the defect within a reasonable time.

(9) Nothing in this Agreement shall be deemed to cede authority for the management of fishery resources from one agency to another.

(10) The City will provide primary electrical service to weather head, and the State will be responsible for all utility billing and will further be responsible for any necessary improvements, including installation of meter base, weather head, breaker panel and branch distribution at the Storage Area.

THUS DONE AND PASSED before the parties before the undersigned Notary Public and subscribing witnesses, at Natchitoches, Louisiana, on this the _____ day of _____, 2015.

ATTEST:

CITY OF NATCHITOCHES, LOUISIANA

by: Lee Posey, Mayor

NOTARY PUBLIC

Print Name: _____

Notary # _____

STATE OF LOUISIANA

PARISH OF _____

THUS DONE AND PASSED before the parties before the undersigned Notary Public and subscribing witnesses, at _____, Louisiana, on this the _____ day of _____, 2015.

ATTEST:

**LOUISIANA DEPARTMENT OF
WILDLIFE AND FISHERIES**

by:

NOTARY PUBLIC

Print Name: _____

Notary # _____

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

RESOLUTION NO. 080 OF 2015

**A RESOLUTION ADDRESSING ENGINEERING ASPECTS
OF THE PROPOSED FY 2016 - FY 2017 LOUISIANA
COMMUNITY DEVELOPMENT BLOCK GRANT
PROJECT**

WHEREAS, the City of Natchitoches is desirous of submitting an application to the State of Louisiana, Division of Administration for funding under the FY 2016 - FY 2017 LCDBG program for sewer system rehabilitation; and

WHEREAS, it is necessary to pay all engineering costs associated with the implementation of the LCDBG program to receive one bonus point, should funding become available;

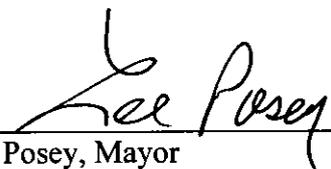
NOW, THEREFORE BE IT RESOLVED that the City of Natchitoches has hired the engineering firm of Shuler Consulting Company to provide engineering services relative to the LCDBG program. All engineering fees are established in the LCDBG application and are contingent upon funding of the project by the State of Louisiana, Division of Administration under the FY 2016 or the FY 2017 LCDBG program.

BE IT FURTHER RESOLVED that the City of Natchitoches has agreed to utilize local funds to pay all engineering costs associated with the preparation and implementation of the FY 2016 - FY 2017 LCDBG program.

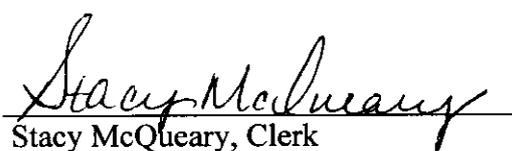
This Resolution was then presented for a vote, and the vote was recorded as follows:

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

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 14th day of September, 2015.



Lee Posey, Mayor



Stacy McQueary, Clerk

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

RESOLUTION NO. 081 OF 2015

A RESOLUTION ADDRESSING ADMINISTRATIVE ASPECTS OF THE PROPOSED FY 2016 - FY 2017 LOUISIANA COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT

WHEREAS, the City of Natchitoches is desirous of submitting an application to the State of Louisiana, Division of Administration for funding under the FY 2016 - FY 2017 LCDBG program for sewer system rehabilitation; and

WHEREAS, it is necessary to pay all administrative costs associated with the implementation of the LCDBG program to receive one bonus point, should funding become available;

NOW, THEREFORE BE IT RESOLVED that the City of Natchitoches has hired the administrative and engineering firms of GNF Management Company, Inc. and Shuler Consulting Company, to assist in the preparation of said application for the fees of \$1,400.00 and \$1,500.00, respectively. An additional fee of \$35,000.00 will be paid to the administrative firm of GNF Management Company, Inc., for subsequent program administration of the LCDBG program. All fees are contingent upon funding of the project by the State of Louisiana, Division of Administration under the FY 2016 or the FY 2017 LCDBG program.

BE IT FURTHER RESOLVED that the City of Natchitoches has agreed to utilize local funds to pay the above contract amount and all other administrative costs associated with the preparation and implementation of the FY 2016 - FY 2017 LCDBG program.

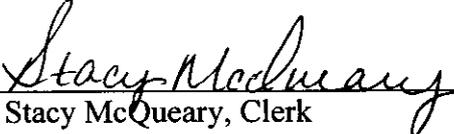
This Resolution was then presented for a vote, and the vote was recorded as follows:

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

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 14th day of September, 2015.



Lee Posey, Mayor



Stacy McQueary, Clerk

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

RESOLUTION NO. 082 OF 2015

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE AND ACCEPT BIDS FOR THE LA 1 BYPASS GROUND STORAGE TANK PAINTING PROJECT

(BID NO. 0571)

WHEREAS, the City wishes to advertise for public bids for the LA 1 Bypass Ground Storage Tank Painting Project (Bid No. 0571); and

WHEREAS, sealed proposals shall be addressed to the City of Natchitoches, Office of the Director of Purchasing, 1400 Sabine Street, Natchitoches, Louisiana 71457 or received at the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana; and

WHEREAS, the City of Natchitoches will accept sealed and electronic bids for the project until 2:00 pm on Tuesday, October 20, 2015 at the office of the Director of Purchasing, 1400 Sabine Street; and

WHEREAS, bids will be publicly opened and read aloud at 2:00 pm, on Tuesday, October 20, 2015 held at the above mentioned office of the Director of Purchasing; and

WHEREAS, upon receipt of proposals, the committee members consisting of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Sylvia Morrow, Councilwoman and Bryan Wimberly, Director of Utilities, are to review and make a recommendation of the bids received.

NOW, THEREFORE, BE IT RESOLVED by the Council of the city of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to order the publication of the above bid.

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

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

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 14th day of September, 2015.



LEE POSEY, MAYOR

ADVERTISEMENT FOR BIDS

Sealed proposals shall be addressed to the City of Natchitoches, Office of the Director of Purchasing, 1400 Sabine Street, Natchitoches, Louisiana for the **LA 1 BYPASS GROUND STORAGE TANK PAINTING PROJECT (BID NO. 0571)** as described in the Specifications and Drawings. The Contractor Classification for this project is **STORAGE AND TANK CONSTRUCTION OR PAINTING AND COATING (INDUSTRIAL AND COMMERCIAL)**.

The City of Natchitoches will accept sealed or internet bids for the project until **2:00 PM on TUESDAY, OCTOBER 20, 2015** at the office of the Director of Purchasing, 1400 Sabine Street, or at [HTTPS://bidexpress.com](https://bidexpress.com). (Bidders needing assistance with on-line bidding should call the Bid Express help line at (888) 352-2439). All paper bids shall be plainly marked "**SEALED BID – LA 1 BYPASS GROUND STORAGE TANK PAINTING PROJECT - BID NO. 0571.**" All bids received must have the contractor's license number on the outside of the envelope. Any bid received after closing time will be returned unopened. Bids will be publicly opened and read aloud this same date and time at the office of the Director of Purchasing.

If a NONRESIDENT CONTRACTOR bidding on public work in the State of Louisiana is domiciled in a state that provides a percentage preference in favor of CONTRACTORS for the same type work, then every Louisiana resident CONTRACTOR shall be granted the same preference over CONTRACTORS domiciled therein whenever the NONRESIDENT CONTRACTOR bids on public work in Louisiana (LA RS 38:2225). A CONTRACTOR who is a NONRESIDENT of the State of Louisiana must attach a copy of their State's law concerning preferential treatment and their State's percentage of bid preference. This information shall accompany CONTRACTOR'S bid proposal.

When a participating political subdivision lets a contract for a public works project that is to be administered by or paid for, in whole or in part, by said political subdivision's funds, the governing authority of the political subdivision may require, as a condition of letting the contract, that not less than eighty percent (80%) of the persons employed in fulfilling that contract be residents of the State of Louisiana (LA RS 38:2225).

Copies of the Specifications and Contract Documents are on file and open to public inspection at the City of Natchitoches, Office of the Director of Purchasing, 1400 Sabine Street, Natchitoches, Louisiana 71457.

A set of plans and specifications may be obtained from the ENGINEER - COTHREN, GRAFF, SMOAK ENGINEERING, INC., 6305 Westport Avenue, Shreveport, LA 71129 upon receipt of payment in the amount of **THIRTY DOLLARS (\$30.00)** per set. Checks should be made payable to CGS ENGINEERING, INC. A digital version of the plans and specifications in PDF format may be obtained from the Engineer at no charge.

Deposits on the first set of documents furnished bona fide prime bidders will be fully refunded upon return of the documents no later than ten days after receipt of bids. On other sets of documents furnished to bidders, the amount of 0 DOLLARS (\$0) (the deposit less the actual cost of reproduction) will be refunded upon return of the documents no later than ten days after receipt of bids. No refund will be made to non-bidders or sub-bidders.

Each bidder must deposit with his/her bid, security in the amount, for and subject to the conditions provided in the *Information for Bidders*. Sureties used for obtaining bonds must appear as acceptable on the Department of Treasury Circular 570.

Additional items required to be submitted with the Bid and Bid Bond are: Corporate Signature Authority (when applicable), Certification of Contractor's Active License (LA. R.S. 37:2163), and Attestation Clause for Past Criminal Convictions (LA. R.S. 38:2227).

The City of Natchitoches reserves the right to reject any or all bids.

CITY OF NATCHITOCHEs

By: /s/ Lee Posey
Title: Mayor

PUBLISH:

September 19, 2015

September 24, 2015

October 8, 2015

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

RESOLUTION NO. 083 OF 2015

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE AND ACCEPT BIDS FOR THE ELECTRICAL DISTRIBUTION ALONG PARKWAY AND HOWELL STREETS

(BID NO. 0572)

WHEREAS, the City wishes to advertise for public bids for the Electrical Distribution along Parkway and Howell Streets (Bid No. 0572); and

WHEREAS, sealed proposals shall be addressed to the City of Natchitoches, Office of the Director of Purchasing, 1400 Sabine Street, Natchitoches, Louisiana 71457 or received at the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana; and

WHEREAS, the City of Natchitoches will accept sealed and electronic bids for the project until 2:00 PM on Tuesday, October 20, 2015 at the office of the Director of Purchasing, 1400 Sabine Street; and

WHEREAS, bids will be publicly opened and read aloud at the location and time herein above; and

WHEREAS, upon receipt of proposals, the committee members consisting of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Bryan Wimberly, Director of Utilities, and Dale Nielsen, Councilman, are to review and make a recommendation of the bids received.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to order the publication of the above bid.

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

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

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 14th day of September, 2015.



LEE POSEY, MAYOR

ADVERTISEMENT FOR BIDS

Sealed proposals shall be addressed to the City of Natchitoches, Office of the Director of Purchasing, 1400 Sabine Street, Natchitoches, Louisiana for the **ELECTRICAL DISTRIBUTION ALONG PARKWAY AND HOWELL STREETS (BID NO. 0572** as described in the Specifications and Drawings. The Contractor Classification for this project is **ELECTRICAL WORK**.

The City of Natchitoches will accept sealed or internet bids for the project until **2:00 PM on TUESDAY, OCTOBER 20, 2015** at the office of the Director of Purchasing, 1400 Sabine Street, or at [HTTPS://bidexpress.com](https://bidexpress.com). (Bidders needing assistance with on-line bidding should call the Bid Express help line at (888) 352-2439). All paper bids shall be plainly marked "**SEALED BID – ELECTRICAL DISTRIBUTION ALONG PARKWAY AND HOWELL STREETS - BID NO. 0572.**" All bids received must have the contractor's license number on the outside of the envelope. Any bid received after closing time will be returned unopened. Bids will be publicly opened and read aloud this same date and time at the office of the Director of Purchasing.

If a NONRESIDENT CONTRACTOR bidding on public work in the State of Louisiana is domiciled in a state that provides a percentage preference in favor of CONTRACTORS for the same type work, then every Louisiana resident CONTRACTOR shall be granted the same preference over CONTRACTORS domiciled therein whenever the NONRESIDENT CONTRACTOR bids on public work in Louisiana (LA RS 38:2225). A CONTRACTOR who is a NONRESIDENT of the State of Louisiana must attach a copy of their State's law concerning preferential treatment and their State's percentage of bid preference. This information shall accompany CONTRACTOR'S bid proposal.

When a participating political subdivision lets a contract for a public works project that is to be administered by or paid for, in whole or in part, by said political subdivision's funds, the governing authority of the political subdivision may require, as a condition of letting the contract, that not less than eighty percent (80%) of the persons employed in fulfilling that contract be residents of the State of Louisiana (LA RS 38:2225).

Copies of the Specifications and Contract Documents are on file and open to public inspection at the City of Natchitoches, Office of the Director of Purchasing, 1400 Sabine Street, Natchitoches, Louisiana 71457.

A set of plans and specifications may be obtained from the ENGINEER - COTHREN, GRAFF, SMOAK ENGINEERING, INC., 6305 Westport Avenue, Shreveport, LA 71129 upon receipt of payment in the amount of **THIRTY DOLLARS (\$30.00)** per set. Checks should be made payable to CGS ENGINEERING, INC. A digital version of the plans and specifications in PDF format may be obtained from the Engineer at no charge.

Deposits on the first set of documents furnished bona fide prime bidders will be fully refunded upon return of the documents no later than ten days after receipt of bids. On other sets of documents furnished to bidders, the amount of 0 DOLLARS (\$0) (the deposit less the actual cost of reproduction) will be refunded upon return of the documents no later than ten days after receipt of bids. No refund will be made to non-bidders or sub-bidders.

Each bidder must deposit with his/her bid, security in the amount, for and subject to the conditions provided in the *Information for Bidders*. Sureties used for obtaining bonds must appear as acceptable on the Department of Treasury Circular 570.

**Additional items required to be submitted with the Bid and Bid Bond are:
Corporate Signature Authority (when applicable), and Certification of Contractor's Active License (LA. R.S. 37:2163).**

The City of Natchitoches reserves the right to reject any or all bids.

CITY OF NATCHITOCHEs

By: /s/ Lee Posey
Title: Mayor

PUBLISH:

September 19, 2015

September 24, 2015

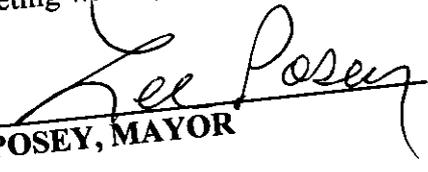
October 8, 2015

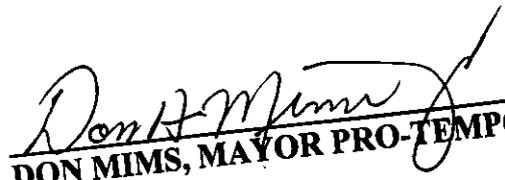
The next scheduled City Council meeting will be September 28, 2015.

The 13th Annual Natchitoches Meat Pie Festival & 16th Annual River Run Ride will be held on Friday, September 18 – Saturday, September 19, 2015.

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

The meeting was adjourned at 6:20 p.m.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO-TEMPORE