

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 23, 2013
5:30 P.M.**

AGENDA

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF SEPTEMBER 9, 2013**
5. **GUEST SPEAKER** – Thurman Baptiste – Community Improvement Association (presentation)
6. **PROCLAMATIONS:**
 - #071 Morrow** Resolution Declaring October 6 Through October 12, 2013 As Fire Prevention Week (Accepting Crit Miller)
 - #072 Stamey** Childhood Cancer Awareness Month
7. **PLANNING & ZONING - FINAL:**
 - #042 Mims** Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows: Lot 5 Of East Broadmoor Subdivision, Unit #2, Less 0.011 Acre To Highway Department From B-2 To Additional Zoning Of B-A To Sell Beverages Of High And Low Alcoholic Content For Consumption On Premise (**El Jimador, 109 South Dr.**)
8. **ORDINANCES – INTRODUCTION:**
 - #044 Nielsen** Ordinance Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Enter Into A Banking Services Agreement With Midsouth Bank And Approving Of The Terms And Conditions Of Same All After Due Compliance With The Law And Further Providing For Advertising And For And Effective Date

#045 Mims Ordinance Authorizing The Mayor Of The City Of Natchitoches, Louisiana, To Execute An Addendum To That Time Contract For The Collection, Hauling, Recycling And Disposal Of Municipal Solid Waste, Construction And Demolition Waste, And Recyclable Materials In The City Of Natchitoches, Louisiana, Entered Into With Progressive Waste Solutions Of La, Inc., To Provide For Equipment That Will Operate On Compressed Natural Gas And Provide For The Appropriate Fuel Charge.

9. **ORDINANCES – FINAL:**

#040 Payne Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For Liquid Chlorine, Approximately 75 Tons, For The Water Treatment Plant **(Bid No. 0540)**

#041 Nielsen Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For Potassium Permanganate, 25kg Containers Only, For The Water Treatment Plant **(Bid No. 0541)**

#043 Stamey Ordinance To Amend Section 16.1-1 Of The Code Of Ordinance Of The City Of Natchitoches, To Provide For An Enlarged “Local Natchitoches Historic District”, Which Section Is Located In Chapter 16.1 Of The Code Of Ordinances, Entitled Historic District,, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance

#021 Mims Ordinance Authorizing The Mayor Of the City Of Natchitoches, Louisiana, To Enter Into An Agreement With Michael And Judith Hinds For The Excavation And Removal Of Dirt Fill From Property Located On Laird Fletcher Road For Use At The Proposed City Of Natchitoches Police Shooting Range, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance

10. **RESOLUTIONS:**

#073 Nielsen Resolution Authorizing Settlement Of The Lawsuit Entitled “Stamey & Miller Properties, L.L.C. Et Al V. City Of Natchitoches”, Number 85,963-B On The Docket Of The 10th Judicial District Court For The Parish Of Natchitoches, And Authorizing Mayor, Or His Designee, To Execute All Appropriate Documents In Connection Therewith

#074 Stamey Resolution Authorizing The Mayor To Advertise For The Purchase Of A Boat, Motor And Trailer For The Utility Department **(Bid No. 0543)**

#075 Morrow Resolution Authorizing The Mayor To Approve The Capital Improvement Plan (CIP) For Financial Assistance From The State Of Louisiana DOTD, Division of Aviation For The Natchitoches Regional Airport

#076 Payne Resolution Authorizing The Mayor To Enter Into A Contract With Risk Services Of Louisiana, Inc. For Property Insurance For The City Of Natchitoches

11. **REPORTS:** Pat Jones – Financial Report

12. **ANNOUNCEMENTS:** The next scheduled City Council meeting will be **October 14, 2013.**

13. **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 23, 2013 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 23, 2013 at 5:30 p.m.

There were present:

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

Guests: Mr. Thurman Baptiste

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 September 9, 2013 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Mr. Nielsen. The roll call vote was as follows:

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

Mayor Posey stated Mr. Thurman Baptiste of the Community Improvement Association is here tonight to make a presentation. He stated the reason the group is here is in regards to the fact we have asked Ms. Morrow to advise the Council what is going on with the ethics violation at the past two meetings. Ms. Morrow has admitted to soliciting money from an employee of the City of Natchitoches as well as individuals who conduct business with the City. Mayor Posey stated, there needs to be some closure over this matter one way or the other. In the last paragraph of the letter he sent Ms. Morrow, it states "please advise me and the City Council whether you intend to resign from your office in accordance with the provisions of the Natchitoches Home Rule Charter as set forth above. If you do not intend to resign from your office please explain why the provisions of the Home Rule Charter referenced above do not apply to your conduct." He stated no matter what side of the issue Ms. Morrow is on the Charter states she has been in violation. If we let this issue slide how are we going to handle the next person who violates the charter and this is what we are looking to have answered.

Ms. Morrow then stated, a few minutes before the regular meeting started the Mayor presented her with a document requesting her respond to it tonight. This document bared the signature of the Mayor and was copied to the Council. She stated she did get a notification for a certified copy which she has not picked up. She feels the Mayor gave her the letter tonight in an improper manner and therefore will have legal counsel answer the letter.

Mayor Posey noted Ms. Morrow had two requests delivered to her house and neither have been responded to. Therefore, he thought it best to present her with the letter tonight. Ms. Morrow stated the most professional way to address this is to let legal counsel answer the Mayor.

The Mayor asked Mr. Thurman Baptiste to come forward for his presentation. Mr. Baptiste stated he had a letter from the Jackson Square - Bailey Heights Community Improvement Association to submit to the Council to have on record. The letter stated the members wished to be placed on record indicating continued support of Councilwoman Sylvia Morrow of District 3. There are over 1000 voters in District 3 and they feel Ms. Morrow has exhibited excellent leadership during her tenure in their district. They are familiar with the recent encounter with the State Board of Ethics, but feel that she should remain in her council seat. Mr. Baptiste presented a list of signatures from District 3 who wished to express their support for her continuing to represent them in said capacity.

Mayor Posey stated when he met with the group along with Mr. Mims he presented them with a copy of the Charter and they thought the charges had been dismissed. Mayor Posey stated asked if the group was able to look through the information he presented to them.

Mr. Baptiste stated they were able to review the information and there were several questions that came about. The group initially thought and still think the punishment from the ethics board was sufficient, however they had a "plan b" that was discussed as well. They came up with the idea, in addition to what the Ethics Board has done as far as penalizing Ms. Morrow, we are prepared to discuss possibly putting Ms. Morrow on some type of short leave.

Mayor Posey stated Mr. Baptiste said if Ms. Morrow is guilty of the charges of the ethics violation and the charter states this, then he would be the first to ask Ms. Morrow to resign and I think we have proven this to you. Mr. Baptiste stated that was true, but in the information we received there was some vagueness in some of the wording which appeared to be as if there are other options. The option that the Ethics Board chose was to penalize her financially. The other options were a leave from the board so that is what they would like to pursue. Mayor Posey stated he is not following on any other options available because the charter states any council member shall forfeit the office.

Ms. Morrow stated this is a legal matter and there are some things she cannot say here. She has been asked by the attorney not to say anything and is going to take the letter to her lawyer. She stated if the letter was sent certified she does not understand why it was handled unprofessionally tonight when the Mayor gave it to her. She stated she is not going to get into all the details so she will wait and let the lawyer address this matter.

Mr. Stelly approached the podium next and stated not all people of the African American community in Natchitoches think alike. He feels anybody can make the easy decisions, but we elect people to make the hard and tough decisions and all *should abide by the law* equally. That is what makes us different as a community, state, and country. He stated the Mayor and City Council must apply the law as it written. He feels no one should be above the law and there are no excuses for ignorance of the law. Unfortunately, Ms. Morrow has signed a document that has made her guilty of breaking a rule of the charter and the law must be applied.

Ms. Morrow stated Mr. Stelly is nothing but a drifter and we do not know where he came from. She stated Mr. Stelly doesn't know what she signed, when she signed it or how she signed it. Mr. Stelly stated the only reason he has never ran for public office is because he knew he could not meet the standards for what we should hold our public officials to be. He stated he is here because he loves this community and wants to do everything he can

to make the playing field equal. He feels it is unfortunate that because of the activities Ms. Morrow has engaged in she has neutralized herself and the effectiveness of her office.

Mr. Ed Creighton approached the podium next and stated he agreed with Mr. Stelly's statements and believes no one is above the law. He stated, as Christians, we should uphold the law and when we are wrong we need to be corrected. He feels the Council is confident and fair-minded enough to make the right decision. We have to apply the rule of law to everyone equally. He then stated, just because I support you doesn't mean that everything you do I will agree with. Two wrongs don't make a right, so let's do the right thing.

Mr. Pat Todd then stated when he served on the Council the hardest things he had to do was assist in the removal of former City employees who had broken the law. It would be an injustice for those people who have lost their jobs to allow someone else to do something against the charter without acting. He feels this Council has done a lot of good things, but he has seen a whole lot of things Ms. Morrow has done that has been very disruptive, very unprofessional and an embarrassment to our City. He hopes the council will follow the charter and the law because that is what matters.

Mr. Baptiste referred to the Louisiana Revised Statute 42.1155 stating "Above finding any public employee in violation any provision of any law within the jurisdiction of the board. The board by majority vote may remove, suspend or order a reduction in pay or demotion of the public employee or impose a fine of not more than \$10,000 per vote." According to the board, they decided to declare Ms. Morrow pay a fine as punishment for her violation. This is what he was referencing to as far as options earlier in the meeting.

Mayor Posey stated that is what the state Ethics Board determined, but we are talking about the Home Rule Charter the people voted on. There are people on the streets who are asking Ms. Morrow if you have a clear violation of your charter that the people voted on, why are you not going to uphold the charter. He stated, it has been mentioned other people have been in violation of the charter. If that is the case, he would like the specifics of where that has happened and what the exact circumstances are. This incident in specific was brought to us by an outside source. It is not about what the State Ethics Board says, but what our Home Rule Charter says.

Ms. Morrow then stated she wants everyone to understand she has gone through the state ethics board and they have rendered their decision. She stated, we live in a democratic system and that is why she is going to have an attorney answer Mr. Posey. She feels she has a reputation to maintain and hasn't embarrassed anybody. Naturally when things like this happen you are going to show some sides, but when the lawyer answers she is sure we are going to get all sides of the finances and where the money is coming from.

Ms. Dorothy McGaskey approached the podium and stated her concern is this issue has been addressed with the Ethics Committee in Baton Rouge. They made their decision and as a result Ms. Morrow was fined \$1000. As representatives of the community, they feel like she has been fined and that should be sufficient. They do not feel the Mayor and City Council has the right to remove her from her seat because if you had the authority to do so it would not have been referred to the Ethics Committee in the first place. She and others met with the Mayor and he made comments that she felt were unprofessional. She stated he made the statement that he hated a city councilperson which she thinks is very unprofessional to say that in a public meeting.

Mayor Posey asked Ms. McGaskey, "I told you that I hate Ms. Morrow?" Ms. McGaskey said she had verification that he said that. Mayor Posey stated he has a hard time believing that. There is nobody in this world that he hates, but he has lost respect, and that is not a true statement. Ms. McGaskey stated, as a leader of this City and the

Mayor of this town they feel he has an obligation to work with the black community and Ms. Morrow in a professional way regardless of your personal feelings. Ms. Morrow is not the only City Official who has made mistakes. We are asking for fairness and for the Council to allow Ms. Morrow to remain in her position.

Ms. Sheila Carpenter stated she has worked with Ms. Morrow doing volunteer work and she feels she is a dedicated employee. She can attest to her being a good and faithful person.

Mr. Edward Creighton stated there is another way to support a person by helping her taking care of her legal problems. He feels you don't have to necessarily keep her on the Council. He thinks you let justice reign and trust the Council to do their job. If her district really appreciates her, they can help her in other ways. He also stated, he hasn't seen any evidence of racism from this Council or the Mayor.

Ms. Morrow stated she hasn't taken any money and she is going to let the lawyer unravel this. She feels people have a misconception based on what they see in the paper.

Mr. David Stamey stated he did not come here tonight expecting it to be a black/white issue but rather a right/wrong issue. He would like to ask the City attorney to explain the options and obligations of City Council members at this point.

Attorney Ronald Corkern stated when each member took the oath of office he swore to uphold the constitution of the United States and State of Louisiana and all other laws/ordinances pertaining to the City of Natchitoches. The Home Rule Charter stands on its own and does not fall under the Board of Ethics except the instance when the Home Rule Charter is in contradiction to the LA state constitution or a state statute. In that case the Home Rule Charter would fall. If there is no conflict, the Home Rule Charter stands.

Mr. Stamey then stated based on the attorney's response he would like to introduce a resolution at the next City Council Meeting directing the city attorney to enforce the Home Rule Charter.

Mr. Corkern then stated any citizen or the City of Natchitoches could file a petition to show by what authority and individual holds office. That would be filed in the 10th District Judicial Court. The court would then make a determination as to whether Ms. Morrow in this particular case has authority to continue holding office or whether the office is vacated under the terms of the charter. If the court determines there has been a violation of the charter they can declare the office vacated.

Mr. Nielsen stated there is so much going back and forth, but when we were elected we took an oath of office. He personally would like to see this resolved quickly and expediently. It is pretty plain in the charter, but if it needs to go to a judge to clarify it then so be it.

Mayor Posey stated he totally agrees and this community needs to have whatever is going to happen, happen for the good of this community and move on.

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

RESOLUTION NO. 071 OF 2013

**RESOLUTION DECLARING OCTOBER 6 THROUGH
OCTOBER 12, 2013 AS FIRE PREVENTION WEEK**

WHEREAS, in 1922, President Warren G. Harding proclaimed the first Fire Prevention Week as the week that includes the date of October 9, the anniversary of the Great Chicago Fire of 1871, to be National Fire Prevention Week; and

WHEREAS, according to the United States Fire Administration, most fire deaths occur during the winter months, December through February, as a direct result of poorly installed, maintained or misused portable heating equipment; and

WHEREAS, the Natchitoches Fire Department responds to approximately 2,500 emergency incidents annually involving a threat to life, property and/or our environment; and

WHEREAS, Natchitoches' firefighters are dedicated to reducing the occurrence of home fires and home fire injuries by acknowledging Fire Prevention Week as the beginning of their fire prevention, education and safety campaign which will last throughout the year; and

WHEREAS, the Natchitoches Fire Department is willing to address groups both young and old to spread the fire safety message when requested; and

WHEREAS, the residents of Natchitoches are responsive to Public Fire Education measures and are able to take personal steps to increase their safety from fire; and

WHEREAS, the theme for Fire Prevention Week 2013 is, "**PREVENT KITCHEN FIRES**"; effectively serves to remind us all of the simple actions we can take to stay safer from fire year round; and

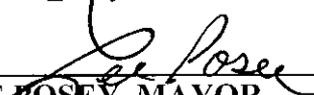
WHEREAS, this week commemorates the Great Chicago Fire of 1871, which killed more than 250 persons, left 100,000 homeless and destroyed more than 17,400 buildings, and serves as the motivating force to bring the people of Natchitoches together to build a safer community.

THEREFORE, I, Lee Posey, Mayor, do hereby proclaim October 6 through October 12, 2013 as **Fire Prevention Week** throughout this city, and I urge all the people of Natchitoches to heed the important safety messages of Fire Prevention Week 2013, and to support the many public safety activities and efforts of the Natchitoches Fire Department.

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 23rd day of September, 2013.



LEE POSEY, MAYOR

Ms. Morrow stated during the short time he has been chief he has been on top of everything and he along with his staff has done an excellent job.

Chief Miller accepted the proclamation on behalf of the City of Natchitoches Fire Department and thanked the Mayor and Council for being proactive. He stated this is the best way to prevent fires and stop emergencies.

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

RESOLUTION NO. 072 OF 2013

**PROCLAMATION DECLARING SEPTEMBER 2013 AS NATIONAL
CHILDHOOD CANCER AWARENESS MONTH IN THE CITY OF
NATCHITOCHES**

WHEREAS, September is recognized nationally as the Childhood Cancer Awareness Month; and

WHEREAS, Colors for a Cause-Louisiana wants childhood cancer awareness at the forefront in the City of Natchitoches, Louisiana; and

WHEREAS, childhood cancer affects more than 13,500 children in the United States each year; and

WHEREAS, approximately 46 children are diagnosed with cancer each day and 7 die each day from this disease; and

WHEREAS, Colors for a Cause ~ Louisiana recognizes the importance of being the voice for these children who battle cancer on a daily basis; and

WHEREAS, Colors for a Cause ~ Louisiana, a DeQuincy, La based non-profit charity organization, was formed in April 2011, in order to draw awareness of the need for more research funding and to increase awareness about all forms of cancer; and

WHEREAS, Colors for a Cause ~ Louisiana provides assistance to families in Louisiana who have a child or family member who is battling cancer by providing financial assistance to these families; and

WHEREAS, all fund raisers conducted by Colors for a Cause ~ Louisiana will benefit the family assistance and cancer awareness program.

NOW, THEREFORE, I, Lee Posey, Mayor, and the Natchitoches City Council, do hereby proclaim September 2013 as:

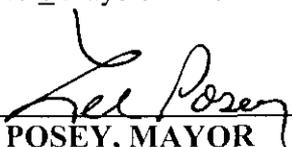
CHILDHOOD CANCER AWARENESS MONTH

in Natchitoches, and encourage all citizens to honor childhood 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 23rd day of September, 2013.



LEE POSEY, MAYOR

Mayor Posey stated just recently Jeff Rollo's, who coaches for the youth sports in our community, son Wes Rollo was diagnosed with leukemia. Please keep them and all the other families in our community in your prayers.

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

ORDINANCE NO. 042 OF 2013

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

LOT 5 OF EAST BROADMOOR SUBDIVISION, UNIT #2, LESS 0.011 ACRE TO HIGHWAY DEPARTMENT FROM B-2 TO ADDITIONAL ZONING OF B-A TO SELL BEVERAGES OF HIGH AND LOW ALCOHOLIC CONTENT FOR CONSUMPTION ON PREMISE

(109 South Dr.)

WHEREAS, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of September 3, 2013 that the application of **Juan Guitierrez, d/b/a El Jimador II** to rezone the property described above from B-2 to additional B-A to sell beverages of high and low alcoholic content for consumption on premises (109 South Drive), be **APPROVED**.

THIS ORDINANCE was introduced on September 9, 2013 and published in the *Natchitoches Times* on September 14, 2013.

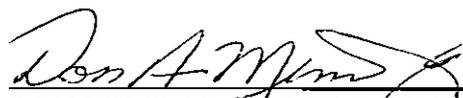
The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

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

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 23rd day of September, 2013.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 24th day of September, 2013 at 10:00 A.M.

The following Ordinance was introduced by Mr. Nielsen at the Natchitoches City Council meeting held on September 23, 2013 as follows:

ORDINANCE NO. 044 OF 2013

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, LEE POSEY, TO ENTER INTO A BANKING SERVICES AGREEMENT WITH MIDSOUTH BANK AND APPROVING OF THE TERMS AND CONDITIONS OF SAME ALL AFTER DUE COMPLIANCE WITH THE LAW AND FURTHER PROVIDING FOR ADVERTISING AND FOR AN EFFECTIVE DATE

WHEREAS, the City of Natchitoches, Louisiana (sometimes hereinafter City) is a political subdivision of the State of Louisiana being a Home Rule Charter municipality created pursuant to the Constitution and Revised Statutes of the State of Louisiana; and

WHEREAS FURTHER, the City solicited proposals for banking services under RFP # 0198, dated July 15, 2013, and has received and reviewed proposals from City Bank & Trust Co. and Midsouth Bank; and

WHEREAS FURTHER, the proposals have been reviewed by a committee of Patrick Jones, Shawna Straub, Edd Lee and Don Mims, who identified the proposal from Midsouth Bank as the most beneficial to the City; and

WHEREAS FURTHER, after hearing the report of the Committee, the City Council of the City of Natchitoches is of the opinion that it is in the best interest of the City to enter into the Banking Services Agreement with Midsouth Bank, and desires to authorize Mayor Lee Posey to execute the Banking Services Agreement and all attachments thereto and any other document that may be required to complete the transaction; and

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

1.) That the recommendations of the Committee are accepted, and the City Council of the City of Natchitoches does approve of the proposal submitted on behalf of Midsouth Bank.

2.) That the Honorable Mayor, Lee Posey, be and he is hereby authorized and empowered to execute the Banking Services Agreement and all attachments thereto and any other document that may be required to complete the transaction on behalf of the City, all in accordance with the general terms and conditions set forth in this Ordinance. The said Mayor is hereby given full and complete authority to incorporate in said instrument such terms, conditions, and agreements as may be necessary to protect the interest of the City in substantial compliance with the general terms and conditions set forth in this Ordinance.

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

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

5.) That all Ordinances in conflict herewith are hereby repealed.

6.) That this Ordinance be advertised in accordance with law.

7.) That this Ordinance be introduced at a Regular Meeting of the City Council on September 23, 2013, duly advertised and a final voting being called for at the next Regular Meeting of the City Council scheduled October 14, 2013.



CITY OF NATCHITOCHEES
PURCHASING DEPARTMENT

September 18, 2013

Mayor Lee Posey
City Hall
700 Second Street
Natchitoches, LA 71457

Re: RFP Number 0198 – Banking Services

The appointed committee of Patrick G. Jones, Shawna Straub, Edd Lee and Don Mims has reviewed two (2) proposals for banking services for a three (3) year period beginning November 1, 2013. There is an option at the City's discretion to renew the contract for two (2) consecutive one (1) year periods.

The committee was unanimous in its decision to award the banking services agreement to Midsouth Bank. The other bank that submitted a proposal was City Bank & Trust Co.

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

We request ratification of this award at the next meeting of the City Council.

Very truly yours,

Patrick G. Jones
Director of Finance

Shawna G. Straub
Asst. Director of Finance

Edd Lee
Chief of Staff

Don Mims
Councilman at Large

The following Ordinance was introduced by Mr. Mims at the Natchitoches City Council meeting held on September 23, 2013 as follows:

ORDINANCE NO. 045 OF 2013

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, LOUISIANA, TO EXECUTE AN ADDENDUM TO THAT TIME CONTRACT FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF MUNICIPAL SOLID WASTE, CONSTRUCTION AND DEMOLITION WASTE, AND RECYCLABLE MATERIALS IN THE CITY OF NATCHITOCHEs, LOUISIANA, ENTERED INTO WITH PROGRESSIVE WASTE SOLUTIONS OF LA, INC., TO PROVIDE FOR EQUIPMENT THAT WILL OPERATE ON COMPRESSED NATURAL GAS AND PROVIDE FOR THE APPROPRIATE FUEL CHARGE.

WHEREAS, by Ordinance Number 39 of 2013, the City Council of the City of Natchitoches, Louisiana, (sometimes hereinafter referred to as "City") approved a Time Contract for the Collection, Hauling, Recycling and Disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Material in the City of Natchitoches, Louisiana (hereinafter sometimes referred to as "Contract") with Progressive Waste Solutions of LA, Inc.; and

WHEREAS FURTHER, the Contract was executed by Mayor Lee Posey on behalf of the City of Natchitoches, on the 12th day of September, 2013; and

WHEREAS FURTHER, since the approval and execution of the Contract, the parties have discovered that the Contract did not provide for the use of collection vehicles that run on Compressed Natural Gas (sometimes hereinafter "CNG") as was contemplated in the negotiations between the parties; and

WHEREAS FURTHER, the Fuel Surcharge provision in the Contract was for diesel fuel rather than CNG and the Contract should be amended to provide for the appropriate fuel; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the attached Addendum to Time Contract and has approved same; and

WHEREAS FURTHER, the City Council desires to authorize the Mayor of the City of Natchitoches to execute the Addendum to Time Contract on behalf of the City of Natchitoches; and

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

SECTION 1. The Mayor of the City of Natchitoches, Louisiana, Lee Posey is hereby authorized to execute the Addendum to Time Contract for the Collection, Hauling, Recycling and Disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Material in the City of Natchitoches, Louisiana with Progressive Waste Solutions of LA, Inc., which is attached hereto.

SECTION 2. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 3. 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 affect 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 provisions herein.

SECTION 4. This Ordinance shall go into effect upon publication and in accordance with law.

ADDENDUM TO TIME CONTRACT

This **ADDENDUM TO TIME CONTRACT** (the "Addendum") is entered into as of the _____ day of September, 2013 by and between Progressive Waste Solutions of LA, Inc., a Delaware corporation (the "Service Provider"), and the City of Natchitoches, Louisiana (the "City").

RECITALS:

WHEREAS, the City and Service Provider entered into that certain Time Contract for the Collection, Hauling, Recycling and Disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials in the City dated September , 2013 (the "Agreement", attached hereto as Exhibit "A"); and

WHEREAS, the Service Provider and the City mutually desire that certain changes be made to the Agreement, as more fully described herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and in the Agreement, the City and Service Provider hereby agree as follows:

1. Fuel Surcharge. Section 11.E. of the Agreement is hereby deleted in its entirety and replaced with the following:

"The Service Provider shall add a Fuel Surcharge (as defined below) to the Monthly Statement for any month in which the average price of CNG fuel during the previous month exceeded \$1.75 per gallon of CNG. In establishing the rates in Section 10 hereof for the Services, the parties used \$1.60 per gallon of CNG ("Base Price"), and the Service Provider estimated that the monthly CNG fuel cost for the Services would be \$9,200 ("Initial Monthly Fuel Cost"); therefore, such amounts shall be used for the purposes of calculating any Fuel Surcharge charged to the City. The average price of CNG fuel for any month (each, an "Average Monthly Price") shall be the average of the monthly CNG fuel prices actually paid by the Service Provider during such month for the vehicles providing the Services under this Agreement. Lott Oil Company of Natchitoches will submit a CNG posted price, monthly, to the City of Natchitoches and Progressive Waste Solutions. This posted price will be used to determine the monthly fuel price per gallon.

In accordance with the chart below, each Average Monthly Price has a corresponding Trigger Price which will be used to calculate the applicable Fuel Surcharge. In the event that the Average Monthly Price exceeds \$2.74 per gallon, the Fuel Surcharge shall be calculated in the same manner. Each Fuel Surcharge shall be effective during the calendar month immediately following the calendar month for which such Fuel Surcharge was determined. The Fuel Surcharge for any calendar month (each, a "Fuel Surcharge") shall be calculated in accordance with the formula and schedule below:

$$\text{Fuel Surcharge} = ((\text{Trigger Price} - \text{Base Price}) / \text{Base Price}) \times \text{Initial Monthly Fuel Cost}$$

Average Monthly Price	Trigger Price	Fuel Surcharge
\$1.75 - \$1.84	\$1.75	\$862.50
\$1.85 - \$1.94	\$1.85	\$1,437.50
\$1.95 - \$2.04	\$1.95	\$2,012.50
\$2.05 - \$2.14	\$2.05	\$2,587.50
\$2.15 - \$2.24	\$2.15	\$3,162.50
\$2.25 - \$2.34	\$2.25	\$3,737.50
\$2.35 - \$2.44	\$2.35	\$4,312.50
\$2.45 - \$2.54	\$2.45	\$4,887.50
\$2.55 - \$2.64	\$2.55	\$5,462.50
\$2.65 - \$2.74	\$2.65	\$6,037.50

For Example:

Assume the total cost of CNG to Service Provider in January is \$6,762.00 and Service Provider uses 3,220 gallons of CNG in such month

Average Monthly Price for January = \$6,762/3,220 = \$2.10

Fuel Surcharge = ((\$2.05 - \$1.60) / \$1.60) x \$9,200

Fuel Surcharge = \$2,587.50 assessed in February”

2. Vehicles and Equipment. Section 26 of the Agreement is hereby amended as follows:

- (a) The current paragraph shall be known as Section 26.A. and shall have the subheading “Generally”.
- (b) The following paragraph is hereby added as Section 26.B.:

“CNG Vehicles. It is understood by the City that the Service Provider will be purchasing three (3) Compressed Natural Gas (“CNG”) vehicles for use under this Agreement upon the reliance of the City’s statement that Lott Oil Company will have a new CNG fueling facility (the “Fueling Facility”) operational within the City prior to January 1, 2014 and that the Service Provider will be able to fuel its CNG vehicles at such Fueling Facility. The City acknowledges and agrees that in the event the Fueling Facility is not operational by January 1, 2014, and a mobile CNG fueling unit cannot be provided within the City at no additional cost to the Service Provider, the City shall be responsible for paying the Service Provider an additional \$984.00 per week (the “CNG Transportation Cost”) to compensate the Service Provider for traveling to the nearest CNG fueling

station in Armstead, LA until the Fueling Facility is operational or a mobile CNG fueling unit can be provided. If at any time during the term of this Agreement, the Fueling Facility is non-operational or cannot provide the necessary amount of CNG to Service Provider to fuel its trucks providing the Services under this Agreement, and a mobile CNG fueling unit is unavailable to the Service Provider at no additional cost, the City shall be responsible for paying the CNG Transportation Cost to the Service Provider for such period of time.”

3. Reaffirmation. Except as set forth in this Addendum, the terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms of the Agreement and this Addendum, the terms of this Addendum shall control.

4. Counterparts; Facsimile Signatures. This Addendum may be executed in any number of counterparts, each of which shall be deemed an original, but all of which collectively shall constitute one and the same instrument representing this Addendum between the parties hereto, and it shall not be necessary for the proof of this Addendum that any party produce or account for more than one such counterpart. Facsimile signatures shall be given the same force and effect as original signatures and shall be treated for all purposes and intents as original signatures.

5. Acceptance. PASSED AND APPROVED BY THE CITY OF NATCHITOCHEs COUNCIL MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF LOUISIANA AND ALL OTHER APPLICABLE LAWS THIS ____ DAY OF _____, 2013, THUS DONE AND PASSED BEFORE THE PARTIES BEFORE THE UNDERSIGNED NOTARY PUBLIC AND SUBSCRIBING WITNESSES, AT NATCHITOCHEs, LOUISIANA ON THIS THE ____ DAY OF _____, 2013.

ATTEST:

CITY OF NATCHITOCHEs, LOUISIANA

By: Mayor Lee Posey

PROGRESSIVE WASTE SOLUTIONS OF
LA, INC.

Bruce Emley, Area Manager

NOTARY PUBLIC

Print Name _____

Notary # _____

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

ORDINANCE NO. 040 OF 2013

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES TO AWARD THE BID FOR LIQUID CHLORINE, APPROXIMATELY 75 TONS, FOR THE WATER TREATMENT PLANT

(BID NO. 0540)

WHEREAS, Resolution No. 050 of 2013 was passed by the Natchitoches City Council on July 22, 2013 authorizing the Mayor to advertise and open bids for liquid chlorine, approximately 75 tons, for the Water Treatment Plant, Bid No. 0540;

WHEREAS, this bid was advertised in the *Natchitoches Times* on July 27, August 3, August 10, August 17, and August 24, 2013 in accordance with law; and

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

- (1) Brenntag Southwest, Inc.,
Houston, TX..... \$471.00 per ton
- (2) DPC Enterprises
Reserve, LA \$575.00 per ton

WHEREAS, on August 29, 2013, the appointed committee members, Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Bryan Wimberly, Director of Utilities, Councilman Don Mims, reviewed the bids received; and

WHEREAS, the above appointed committee members were unanimous in its decision to award the bid to the lowest bidder, **Brenntag Southwest, Inc.**, of Houston, TX in the amount of \$471.00 per ton.

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.

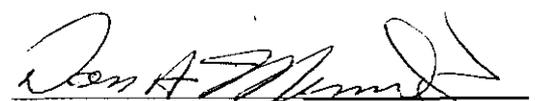
THIS ORDINANCE was introduced on September 9, 2013 and published in the *Natchitoches Times* on September 14, 2013.

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

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 23rd day of September, 2013.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 24th day of September, 2013 at 10:00 A.M.

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

ORDINANCE NO. 041 OF 2013

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES TO AWARD THE BID FOR POTASSIUM PERMANGANATE, 25kg CONTAINERS ONLY, FOR THE WATER TREATMENT PLANT

(BID NO. 0541)

WHEREAS, Resolution No. 051 of 2013 was passed by the Natchitoches City Council on July 22, 2013 authorizing the Mayor to advertise and open bids for potassium permanganate, 25kg containers only, for the Water Treatment Plant, Bid No. 0541;

WHEREAS, this bid was advertised in the *Natchitoches Times* on July 27, August 3, August 10, and August 17, 2013 in accordance with law; and

WHEREAS, one bid proposal was received and opened on August 29, 2013 as follows:

- (1) Hareros Chemicals
Shreveport, LA..... \$2.95 per pound

WHEREAS, on August 29, 2013, the appointed committee members, Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Bryan Wimberly, Director of Utilities, Councilman Don Mims, reviewed the bids received; and

WHEREAS, the above appointed committee members were unanimous in its decision to award the bid to the lowest responsive bidder, **Harcros Chemicals**, of Shreveport, LA in the amount of \$2.95 per pound.

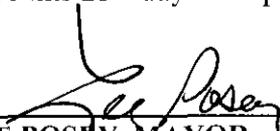
NOW, THEREFORE, BE IT ORDAINED that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.

THIS ORDINANCE was introduced on September 9, 2013 and published in the *Natchitoches Times* on September 14, 2013.

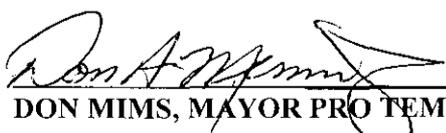
The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

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

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 23rd day of September, 2013.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 24th day of September, 2013 at 10:00 A.M.

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

ORDINANCE NUMBER 043 OF 2013

AN ORDINANCE TO AMEND SECTION 16.1-1 OF THE CODE OF ORDINANCE OF THE CITY OF NATCHITOCHEs, TO PROVIDE FOR AN ENLARGED “LOCAL NATCHITOCHEs HISTORIC DISTRICT”, WHICH SECTION IS LOCATED IN CHAPTER 16.1 OF THE CODE OF ORDINANCES, ENTITLED HISTORIC DISTRICT,, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.

WHEREAS, the limits of the Local Natchitoches Historic District are set forth in Section 16.1-1 of the Code of Ordinances of the City of Natchitoches; and

WHEREAS FURTHER, after a review by the Office of the Mayor, a recommendation has been made that the limits of the Local Historic District be amended to include an additional area; and

WHEREAS FURTHER, the recommendation is that the limits of the Local Historic District be enlarged to include an area to the North of the exiting limits, including areas along Louisiana Highway 6 (also known as Washington Street); and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the proposed changes and agrees that the adoption is advisable and in the best interest of the City of Natchitoches and its citizens; and

WHEREAS FURTHER, the City Council of the City of Natchitoches, Louisiana, desires to amend the Code of Ordinances of the City of Natchitoches in order to amend and re-enact Section 16.1-1 of the Code of Ordinances of the City of Natchitoches; and

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

SECTION 1. Section 16.1-1 of the Code of Ordinances of the City of Natchitoches is hereby amended and re-enacted to read as follows:

“Sec. 16.1-1. Definition of historic district.

(a) The Historic District of the City of Natchitoches shall include the area recognized as a national landmark, as well as an area lying outside of the national landmark, which area are more fully defined in the following two (2) paragraphs. The Natchitoches Historic District shall be comprised of both areas.

(b) The following area of the City of Natchitoches is hereby designated as the "Natchitoches Historic District, A National Landmark":

Beginning at the corner of Texas and Washington Streets in the City and Parish of Natchitoches, Louisiana, and thence running southerly along Washington Street to its intersection with Pavie Street and thence running westerly along Pavie Street to Third Street; thence southerly along Third Street to Church Street; thence westerly along Church Street to its intersection with Fourth Street; thence southerly along Fourth Street to its intersection with Amulet Street; thence easterly along Amulet Street to New Second Street; thence southerly along New Second Street to its intersection with College Avenue; thence easterly along College Avenue to a point where College Avenue as extended would intersect Cane River Lake; thence up Cane River Lake in a northerly direction to the wooden bridge and thence easterly along Keyser Avenue to its intersection with Williams Avenue; thence northerly along Williams Avenue to a point where Texas Street, if extended, would intersect Williams Avenue; thence westerly across Cane River to the point of beginning. The historic district above designated shall include all building sites or lots and all structures, houses, or other buildings facing any of the streets on the perimeter of the area.

(c) The following areas of the City of Natchitoches are hereby designated as the “Local Natchitoches Historic District,” being that area of the historic district outside of the landmark district:

(1) Beginning at the corner of Keyser Avenue and Williams Avenue in the City and Parish of Natchitoches, Louisiana, and thence northerly along Williams Avenue to its intersection with the downtown or Church Street bridge; thence westerly across the downtown or Church Street bridge to its intersection with Cane River Lake; thence southerly along Cane River Lake to its intersection with the wooden bridge; thence easterly along the wooden bridge and Keyser Avenue to its intersection with Williams Avenue, the point of beginning. The historic district above designated shall include all building sites or lots and all structures, houses, or other buildings facing any of the streets on the perimeter of the area.

(2) Beginning at corner of Third Street and Buard Street in the City and Parish of Natchitoches, Louisiana, and thence running westerly along Buard Street to its intersection with Fifth Street; thence southerly along Fifth Street to its intersection with Lafayette Street; thence westerly along Lafayette Street to its intersection with Sixth Street; thence southerly along the right-of-way of Sixth Street to its intersection with St. Denis Street; thence westerly along the right-of-way of St. Denis Street to its intersection with the right-of-way of the Texas and Pacific Railroad; thence southerly along the right-of-way of the Texas and Pacific Railroad to its intersection with Trudeau Street; thence easterly along Trudeau Street to its intersection with Fifth Street; thence Southerly along Fifth Street to its intersection with Touline Street; thence easterly along Touline Street to its intersection with Fourth Street; thence northerly along Fourth Street to its intersection with Church Street; thence easterly along Church Street to its intersection with Third Street; thence northerly along third Street to its intersection with Buard Street, the point of

beginning. The historic district above designated shall include all building sites or lots and all structures, houses, or other buildings facing any of the streets on the perimeter of the area.

(3) Beginning at the corner of Texas and Washington Streets in the City and Parish of Natchitoches, Louisiana, and thence northerly along Washington Street to its intersection with Ark Street; and thence easterly to the water's edge of Cane River Lake; thence southerly along the water's edge of Cane River Lake to a point where Texas Street, if extended, would intersect the water's edge of Cane River Lake; thence westerly to the point of beginning. The historic district above designated shall include all building sites or lots and all structures, houses, or other buildings facing any of the streets on the perimeter of the area.

SECTION 2. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 3. 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 affect 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 provisions herein.

SECTION 4. This Ordinance shall go into effect upon publication and in accordance with law.

THIS ORDINANCE was introduced on September 9, 2013 and published in the *Natchitoches Times* on September 14, 2013.

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

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 23rd day of September, 2013.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 24th day of September, 2013 at 10:00 A.M.

Mr. Edward Creighton stated he is opposed to this because it will weaken the historic district label just so other businesses can be included to sell hard liquor. I also question whether this should be initiated by businesses like the Cane River Bar & Grill that do not have any historic value to it.

Mayor Posey stated it does not change anything in the historic district. This would have also affected the sale of alcohol in the new hotel. They would not be able to do that based on our old ordinances so this is not being changed just for one business.

Mr. Stamey stated this does not have any effect on the historic landmark district. As they bring in a corridor they are bringing in more rules for themselves. The buildings will have to have work done to them to be brought to the standards of the historic district. It gives the City and Planning and Zoning positive control over the situation

Mr. Creighton then stated if an area is not historic it should not be identified as historic.

Attorney Corkern stated there are a lot of buildings in the historic district that are not historic, but that does not address your concern. This is an exception to the rule because of an honest mistake made years ago.

Passing this ordinance to extend the local historic district will now allow the Cane River Bar and Grill to sell alcohol of high content if their application is approved.

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

ORDINANCE NO. 021 OF 2013

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, LOUISIANA, TO ENTER INTO AN AGREEMENT WITH MICHAEL AND JUDITH HINDS FOR THE EXCAVATION AND REMOVAL OF DIRT FILL FROM PROPERTY LOCATED ON LAIRD FLETCHER ROAD FOR USE AT THE PROPOSED SHOOTING RANGE FOR THE CITY OF NATCHITOCHEs, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.

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

WHEREAS FURTHER, the City is planning the construction of a shooting range on City owned property located on Laird Fletcher Road for the use of members of the City of Natchitoches Police Department; and

WHEREAS FURTHER, the City will have need for dirt or other fill to construct a berm at the shooting range; and

WHEREAS FURTHER, Michael Hinds and Judith Hinds (sometimes hereinafter referred to collectively as "Hinds") are the owners of a 4.42 acre tract of ground located on the South side of Laird Fletcher Road, which said 4.42 acre tract is shown and depicted on a certificate of survey by Robert Lynn Davis, Registered Land Surveyor, dated September 20, 2005, a copy of which is attached hereto; and

WHEREAS FURTHER, the Hinds have offered fill dirt to the City to be excavated and removed from the property of the Hinds by the City and transported by the City to the site of the proposed shooting range; and

WHEREAS FURTHER, the excavation of fill dirt would be limited to the front, or Northern 655 feet of the 4.42 acre tract and would be to a depth of eight to ten feet; and

WHEREAS FURTHER, as consideration for the fill dirt, the City will agree to indemnify, hold harmless, and defend the Hinds from any property damage or personal injury that occurs on the property of the Hinds during the excavation or removal of fill dirt from the property of Hinds, will taper the slopes of the resulting hole, and will leave the property clean of debris; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the attached Agreement and has approved its terms; and

WHEREAS FURTHER, this ordinance was tabled at the City Council meeting held on May 13, 2013.

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 Agreement with Michael Hinds and Judith Hinds.

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

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

BE IT FURTHER ORDAINED that this Ordinance shall go into effect immediately after publication according to law.

BE IT FURTHER ORDAINED that all Ordinances in conflict herewith are hereby repealed.

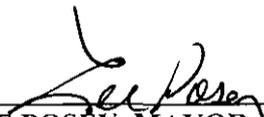
BE IT FURTHER ORDAINED that this Ordinance be advertised in accordance with law.

THIS ORDINANCE was introduced on September 9, 2013 and published in the *Natchitoches Times* on September 14, 2013.

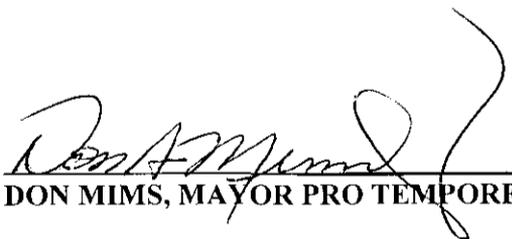
The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

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

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 23rd day of September, 2013.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 24th day of September, 2013 at 10:00 A.M.

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

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 NATCHITOCHES, 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, Lee Posey, acting pursuant to Ordinance number 021 of 2013, a copy of which is attached hereto and made a part hereof, (hereinafter called "**City**")

AND

MICHAEL S. HINDS AND JUDITH P. HINDS, husband and wife and residents of the Parish of Natchitoches, with mailing address of 556 Laird Fletcher Road, Natchitoches, Louisiana 71457, (sometimes hereinafter "**Hinds**")

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

WHEREAS FURTHER, Hinds are the owners of a 4.42 acre tract of ground located on the South side of Laird Fletcher Road, which said 4.42 acre tract is shown and depicted on a certificate of survey by Robert Lynn Davis, Registered Land Surveyor, dated September 20, 2005, a copy of which is attached hereto; and

WHEREAS FURTHER, the City is planning the construction of a shooting range on City owned property located on Laird Fletcher Road for the use of members of the City of Natchitoches Police Department; and

WHEREAS FURTHER, the City will have need for dirt or other fill to construct a berm at the shooting range; and

WHEREAS FURTHER, the Hinds have offered fill dirt to the City to be excavated and removed from the property of the Hinds by the City and transported by the City to the site of the proposed shooting range; and

WHEREAS FURTHER, the excavation of fill dirt would be limited to the front, or Northern 655 feet of the 4.42 acre tract and would be to a depth of eight to ten feet; and

WHEREAS FURTHER, as consideration for the fill dirt, the City will agree to indemnify, hold harmless, and defend the Hinds from any property damage or personal injury that occurs on the property of the Hinds during the excavation or removal of fill dirt from the property of Hinds, will taper the slopes of the resulting hole, and will leave the property clean of debris; and

WHEREAS FURTHER, the City and Hinds have agreed to enter into an Agreement under which the Hinds will allow the City to excavate fill dirt on the property of Hinds and the City will excavate fill dirt as directed on the Hinds property and will further agree to indemnify, hold harmless, and defend the Hinds from any property damage or personal injury that occurs on the property of the Hinds during the excavation or removal of fill dirt from the property of Hinds, will taper the slopes of the resulting hole, and will leave the property clean of debris; 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 021 of 2013, and the Hinds, do hereby enter into the following agreement:

The Hinds will allow the City to excavate fill dirt from the 4.42 acre tract of ground located on the South side of Laird Fletcher Road, which said 4.42 acre tract is shown and depicted on a certificate of survey by Robert Lynn Davis, Registered Land Surveyor, dated September 20, 2005, a copy of which is attached hereto.

In exchange for the fill dirt, the City agrees:

- 1) To limit excavation to the front, or Northern 655 feet of the 4.42 acre tract and to limit the excavation to a depth of eight to ten feet.
- 2) To indemnify, hold harmless, and defend the Hinds from any property damage or personal injury that occurs on the property of the Hinds during the excavation or removal of fill dirt from the property of Hinds.
- 3) To taper the slopes of the resulting hole, and will leave the property of Hinds clean of debris.

THUS DONE AND PASSED before the parties before the undersigned Notary Public and subscribing witnesses, at Natchitoches, Louisiana, on this the 27th day of September 2013 2013.

ATTEST:

Harah Weinger

[Signature]
MICHAEL S. HINDS
Judith P. Hinds
JUDITH P. HINDS

Stacy McCreary

CITY OF NATCHITOCHEs

[Signature]
By: LEE POSEY, MAYOR

Ed R Lee
NOTARY PUBLIC

Print Name Edel R. Lee
Notary # 75749

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

RESOLUTION NO. 073 OF 2013

A RESOLUTION AUTHORIZING SETTLEMENT OF THE LAWSUIT ENTITLED “STAMEY & MILLER PROPERTIES, L.L.C. ET AL V. CITY OF NATCHITOCHES”, NUMBER 85,963-B ON THE DOCKET OF THE 10TH JUDICIAL DISTRICT COURT FOR THE PARISH OF NATCHITOCHES, AND AUTHORIZING MAYOR, OR HIS DESIGNEE, TO EXECUTE ALL APPROPRIATE DOCUMENTS IN CONNECTION THEREWITH

WHEREAS the City of Natchitoches is a defendant and a third party plaintiff in that certain lawsuit entitled “Stamey & Miller Properties, L.L.C. et al v. City of Natchitoches”, Number 85,963-B on the Docket of the 10th Judicial District Court for the Parish of Natchitoches; and

WHEREAS FURTHER, the third party defendant has offered to pay the total sum of \$5,678.34 to the plaintiff to settle the civil lawsuit, with the agreement that the City of Natchitoches will dismiss its demands, as third party plaintiff, all of which is subject to the approval of the Natchitoches City Council;

WHEREAS FURTHER, the City Council has reviewed the issues involved in the lawsuit and the settlement proposal, and has concluded that the settlement of the civil lawsuit is in the best interest of the City and its citizens;

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the attached settlement documents, and approves of same; and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Natchitoches, Louisiana, being of the opinion that it is in the best interest of the City of Natchitoches and its citizens to approve and accept the settlement as set forth in the attached instrument, and that the settlement is hereby approved.

BE IT FURTHER RESOLVED that Lee Posey, Mayor of the City of Natchitoches, or his designee, be and he is hereby authorized to represent the City and to sign all documents, papers, or other instruments which are necessary to properly conclude

this civil litigation as to the settling defendant referred to above, including but not limited to a receipt and release and a motion and order to dismiss the suit.

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

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

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 4

Ayes to 0 Nays on this 23rd day of September, 2013.



LEE POSEY, MAYOR

STAMEY & MILLER PROPERTIES, * NUMBER: 85,963-B
LLC, et al.
VERSUS * 10TH JUDICIAL DISTRICT COURT
CITY OF NATCHITOCHES * NATCHITOCHES PARISH, LOUISIANA

RECEIPT AND RELEASE

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

BEFORE ME, the undersigned Notary Public, personally came and appeared SHARON RACHAL, HENRY RACHAL, ERIKA CEDARS, and WINSTON CEDARS, JR., hereinafter sometimes collectively referred to as "Appearers," who, after being duly sworn, deposed and stated that for and in consideration of the full and true sum of **FIVE THOUSAND SIX HUNDRED SEVENTY-EIGHT AND 34/100 (\$5,678.34) DOLLARS**, said sum including settlement payments totaling \$5,342.86 and \$335.48 in court costs), the receipt of which is hereby acknowledged from National Fire Insurance Company of Hartford, they do hereby release, acquit and forever discharge F. J. BURNELL, INC., The City of Natchitoches, Louisiana, and National Fire Insurance Company of Hartford, their heirs, assigns, predecessors, successors, agents, lessors, employees, officers, directors, members, managers, attorneys, partners, other representatives, owners, affiliated companies, insurers, and any and all other persons and legal entities, whether known or unknown, ("The Released Parties"), from any and all claims, whatsoever their nature, past, present or future, known and unknown, including, but not limited to, property damage claims, diminished property value, claims for personal injuries, medical expenses, lost wages, lost earning capacity, lost business opportunity, pain and suffering, mental anguish, loss of consortium, embarrassment, humiliation, penalties (including claims for penalties under La. R. S. 22:1892 and 22:1973), attorney fees, and all other claims asserted, or that could have been asserted, in that certain litigation entitled, "Stamey & Miller Properties, LLC et al. vs. City of Natchitoches" Docket Number 85,963-B, 10th Judicial District Court, which the Appearers have, or may have, as a result of, or arising out of, that certain incident occurring on or about March 28, 2012, when cement splattered on parked vehicles during the construction of a retaining wall in front of the property located at 727 Second Street in Natchitoches, Natchitoches Parish, Louisiana ("the incident").

In further consideration for the sum of \$5,678.34, the receipt of which is hereby

acknowledged, Appearers agree to indemnify and hold the Released Parties harmless from any and all claims for property damage or diminished value asserted by their successors in title following their sale or other disposition of the vehicles allegedly damaged as result of the incident. The obligation of indemnity shall include, but shall not necessarily be limited to, the obligation to indemnify all persons and legal entities released herein for all court costs, attorneys fees, litigation expenses and judgments which might be incurred in connection with any claim brought about as described herein. The obligation of indemnity shall further extend to any and all acts of fault and/or negligence which might be attributable to any of the Released Parties as a cause of the incident.

It is further agreed and understood that the settlement agreement outlined herein is in compromise of a disputed claim, and is not to be construed as an admission of liability on the part of The Released Parties.

Appears further agree that this release is a general release, and waive and assume the risk of any and all claims for damages, loss or injury which exist as of this date, or which may arise in the future, of which they do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which if known, would materially affect their decision to execute this release.

Absent an order by a competent court, or other legal requirement, and only after notice to the Released Parties, Appears agree that neither they nor their representatives shall reveal the terms and conditions of this Settlement Agreement to any person or legal entity, except Appearers are authorized to disclose the terms and conditions of this Settlement Agreement to their tax advisors and their immediate family provided their tax advisors and immediate family members agree to maintain the confidentiality of the Settlement Agreement. Breach of this agreement of confidentiality shall entitle The Released Parties to injunctive relief and subject the breaching party or parties to actual or liquidated damages of \$1000, whichever is greater.

This Settlement agreement contains the entire agreement between Appearers and the Released Parties and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. Appearers represent that their attorneys, if any, have completely explained the terms of this agreement to them and that they fully understand and accept them. Appearers further agree that this agreement shall be construed and interpreted in accordance with the laws of the State of

Louisiana.

THUS DONE AND SIGNED before me and the undersigned competent witnesses on this

_____ day of _____, 2013.

WITNESSES:

SHARON RACHAL

HENRY RACHAL

ERIKA CEDARS

WINSTON CEDARS, JR.

JOSEPH B. STAMEY

J. MARK MILLER

NOTARY PUBLIC

PRINTED NAME: _____

NOTARY NUMBER: _____

MY COMMISSION EXPIRES ON/AT _____

STAMEY & MILLER PROPERTIES, * NUMBER: 85,963-B
LLC, et al.
VERSUS * 10TH JUDICIAL DISTRICT COURT
CITY OF NATCHITOCHE * NATCHITOCHE PARISH, LOUISIANA

RECEIPT AND RELEASE

STATE OF LOUISIANA

PARISH OF NATCHITOCHE

BEFORE ME, the undersigned Notary Public, personally came and appeared JOSEPH B. STAMEY, and J. MARK MILLER, individually, and as the sole members of STAMEY & MILLER PROPERTIES, LLC. (hereinafter sometimes collectively referred to as "Appearers"), who, after being duly sworn, deposed and stated that for and in consideration of **FIVE THOUSAND SIX HUNDRED SEVENTY-EIGHT AND 34/100 (\$5,678.34) DOLLARS**, said sum including settlement payments totaling \$5,342.86 and \$335.48 in court costs, and said sum payable to SHARON RACHAL, HENRY RACHAL, ERIKA CEDARS, and/or WINSTON CEDARS, JR., the receipt of said payment being hereby acknowledged from National Fire Insurance Company of Hartford, they do individually and on behalf of STAMEY & MILLER PROPERTIES, LLC, hereby release, acquit and forever discharge F. J. BURNELL, INC., The City of Natchitoches, Louisiana, and National Fire Insurance Company of Hartford, their heirs, assigns, predecessors, successors, agents, lessors, employees, officers, directors, members, managers, attorneys, partners, other representatives, owners, affiliated companies, insurers, and any and all other persons and legal entities, whether known or unknown, ("The Released Parties"), from any and all claims, whatsoever their nature, past, present or future, known and unknown, including, but not limited to, property damage claims, claims for diminished property value, claims for personal injuries, medical expenses, lost wages, lost earning capacity, lost business opportunity, pain and suffering, mental anguish, embarrassment, humiliation, penalties (including claims for penalties under La. R. S. 22:1892 and 22:1973), attorney fees, and all other claims asserted, or that could have been asserted, in that certain litigation entitled, "Stamey & Miller Properties, LLC et al. vs. City of Natchitoches" Docket Number 85,963-B, 10th Judicial District Court, which the Appearers have, or may have, as a result of, or arising out of, the construction of a retaining wall near the property located at 727 Second Street in Natchitoches, Natchitoches Parish, Louisiana, on or about March 28, 2012 ("the incident").

In further consideration for the sum of \$5,678.34, the receipt of which is hereby acknowledged by and on behalf of SHARON RACHAL, HENRY RACHAL, ERIKA CEDARS, and/or WINSTON CEDARS, JR., Appearers agree to indemnify and hold the Released Parties harmless from any and all claims that might be asserted by SHARON RACHAL, HENRY RACHAL, ERIKA CEDARS, and/or WINSTON CEDARS, JR., as result of the incident. The obligation of indemnity shall include, but shall not necessarily be limited to, the obligation to indemnify all persons and legal entities released herein for all court costs, attorneys fees, litigation expenses and judgments which might be incurred in connection with any claim brought about as described herein. The obligation of indemnity shall further extend to any and all acts of *fault and/or negligence* which might be attributable to any of the Released Parties as a cause of the incident.

It is further agreed and understood that the settlement agreement outlined herein is in compromise of a disputed claim, and is not to be construed as an admission of liability on the part of The Released Parties.

Appears further agree that this release is a general release, and waive and assume the risk of any and all claims for damages, loss or injury which exist as of this date, or which may arise in the future, of which they do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which if known, would materially affect their decision to execute this release.

Absent an order by a competent court, or other legal requirement, and only after notice to the Released Parties, Appears agree that neither they nor their representatives shall reveal the terms and conditions of this Settlement Agreement to any person or legal entity, except Appearers are authorized to disclose the terms and conditions of this Settlement Agreement to their tax advisors provided their tax advisors agree to maintain the confidentiality of the Settlement Agreement. Breach of this agreement of confidentiality shall entitle The Released Parties to injunctive relief and subject Appearers, in solido, to actual or liquidated damages of \$1000, whichever is greater.

This Settlement agreement contains the entire agreement between Appearers and the Released Parties and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. Appearers further agree that this agreement shall be construed and interpreted in accordance with the laws of the

State of Louisiana.

THUS DONE AND SIGNED before me and the undersigned competent witnesses on this

_____ day of _____, 2013.

WITNESSES:

JOSEPH B. STAMEY

J. MARK MILLER

STAMEY & MILLER PROPERTIES, LLC
By: _____, Managing Member

NOTARY PUBLIC

PRINTED NAME: _____

NOTARY NUMBER: _____

MY COMMISSION EXPIRES ON/AT _____

STAMEY & MILLER PROPERTIES, * NUMBER: 85,963-B
LLC, et al.
VERSUS * 10TH JUDICIAL DISTRICT COURT
CITY OF NATCHITOCHE * NATCHITOCHE PARISH, LOUISIANA

JOINT MOTION TO DISMISS

NOW INTO COURT, through undersigned counsel, come SHARON RACHAL, HENRY RACHAL, ERIKA CEDARS, WINSTON CEDARS, JR., JOSEPH B. STAMEY, J. MARK MILLER, STAMEY & MILLER PROPERTIES, LLC., the CITY OF NATCHITOCHE, and F. J. BURNELL, INC., who respectfully represent that all claims asserted by all parties in the above numbered and entitled proceeding have been amicably compromised and should be dismissed from the docket of the court, with prejudice and with each party bearing their own costs.

WHEREFORE, SHARON RACHAL, HENRY RACHAL, ERIKA CEDARS, WINSTON CEDARS, JR., JOSEPH B. STAMEY, J. MARK MILLER, STAMEY & MILLER PROPERTIES, LLC., the CITY OF NATCHITOCHE, and F. J. BURNELL, INC., pray that the court dismiss all claims asserted by all parties in the above numbered and entitled proceeding with prejudice and with each party bearing their own costs.

Respectfully submitted,

Mayer, Smith & Roberts, LLP
Attorneys for F. J. BURNELL, INC.

By: _____
David F. Butterfield, Bar Roll #8372
Marcus E. Edwards, Bar Roll #33113
1550 Creswell Ave.
Shreveport, LA 71101
318-222-2135
318-222-6420 (Facsimile)
david@msrlaw.com

Stamey & Miller, LLC
Attorneys for SHARON RACHAL, HENRY RACHAL, ERIKA CEDARS, WINSTON CEDARS, JR., AND STAMEY & MILLER PROPERTIES, LLC

By: _____
J. Mark Miller
Post Office Drawer 1288
Natchitoches, LA 71458
318-352-4559
318-352-0071 (Facsimile)

Corkern, Crews, & Guillet, LLC
Attorneys for THE CITY OF NATCHITOCHEs

By: _____
Ronald E. Corkern, Jr.
Post Office Box 1036
Natchitoches, LA 71458-1036
318-352-2302
318-352-7548 (Facsimile)

STAMEY & MILLER PROPERTIES,
LLC, et al.

* NUMBER: 85,963-B

VERSUS

* 10TH JUDICIAL DISTRICT COURT

CITY OF NATCHITOCHE

* NATCHITOCHE PARISH, LOUISIANA

ORDER

CONSIDERING THE FOREGOING PREMISES:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that all claims asserted by all parties in the above numbered and entitled proceeding are hereby dismissed from the docket of the court, with prejudice, and with each party bearing their own costs.

THUS DONE AND SIGNED in chambers at Natchitoches, Natchitoches Parish,
Louisiana, on this _____ day of _____, 2013.

JUDGE

STAMEY & MILLER PROPERTIES, * NUMBER: 85,963-B
LLC, et al.
VERSUS * 10TH JUDICIAL DISTRICT COURT
CITY OF NATCHITOCHE * NATCHITOCHE PARISH, LOUISIANA

RECEIPT AND RELEASE

STATE OF LOUISIANA §
PARISH OF NATCHITOCHE §

BEFORE ME, the undersigned Notary Public, in the presence of the undersigned competent witnesses personally came and appeared, RONALD E. CORKERN, JR., (“Appearer”), attorney of record for the CITY OF NATCHITOCHE (“The City”), who after being duly sworn, deposed and stated that Stamey & Miller Properties, LLC, Sharon Rachal, Henry Rachal, Erika Cedars, And Winston Cedars, Jr., (“the Claimants”) filed the above-captioned lawsuit (“the lawsuit”) against the City as a result of that certain incident (“the incident”) occurring on or about March 28, 2012, when cement or other construction debris splattered on vehicles parked in front of the building located at 727 Second Street, Natchitoches, Louisiana, (“the Property”), while agents and representatives of F. J. Burnell, Inc., constructed a retaining wall pursuant to that certain construction contract identified as “Bid No. 0522,” and/or “Ducournau Paving and Drainage Improvements,” (“the Contract”), the Contract being further referenced in City of Natchitoches Ordinance No. 057 of 2011, and that The City pursuant to the terms and conditions of the Contract in turn filed a third-party demand against F. J. BURNELL, INC., for indemnification against the claims asserted by the Claimants.

Appearer further deposed that he has full and express authority on behalf of The City to compromise and settle any and all claims The City may have against any person or legal entity as result of the incident and the third-party demand filed by The City in the lawsuit and that his authority is evidenced by The City’s Ordinance No. _____ of 2013, said ordinance being attached hereto as Exhibit 1.

Appearer further deposed and stated that for and in consideration of the agreement of National Fire Insurance Company of Hartford, insurance carrier for F. J. BURNELL, INC., to pay the claimants the full and true sum of **FIVE THOUSAND SIX HUNDRED SEVENTY-**

EIGHT AND 34/100 (\$5,678.34) DOLLARS, said sum including settlement payments totaling \$5,342.86 and \$335.48 in court costs, and said agreement being hereby acknowledged, The City does hereby release, acquit and forever discharge F. J. BURNELL, INC., National Fire Insurance Company of Hartford, their heirs, assigns, predecessors, successors, agents, lessors, employees, officers, directors, members, managers, attorneys, partners, other representatives, owners, affiliated companies, insurers, and any and all other persons and legal entities, whether known or unknown, ("The Released Parties"), from any and all claims, whatsoever their nature, past, present or future, known and unknown, including, but not limited to, property damage claims, claims for diminished property value, claims for indemnification, claims for breach of contract, claims for lost business opportunity, claims for lost developmental opportunities, mental anguish, embarrassment, humiliation, penalties (including claims for penalties under La. R. S. 22:1892 and 22:1973), attorney fees, and all other claims asserted, or that could have been asserted, in that certain third-party demand filed against F. J. BURNELL, INC., in that certain litigation entitled, "Stamey & Miller Properties, LLC et al. vs. City of Natchitoches" Docket Number 85,963-B, 10th Judicial District Court, which The City has, or may have, as a result of, or arising out of, the incident.

In further consideration for the sum of \$5,678.34, the receipt of which is hereby acknowledged, The City agrees to indemnify and hold the Released Parties harmless from any and all claims that might be asserted by any person or legal entity, including, but not limited to, Stamey & Miller Properties, LLC, for property damage, diminished property value, lost business opportunity, personal injuries, pain and suffering, mental anguish, loss of consortium, embarrassment, humiliation, penalties (including claims for penalties under La. R. S. 22:1892 and 22:1973), attorney fees, and any other type of damage, whatsoever its nature, as a result of, or arising out of, the completion of the retaining wall running in front of the property, or as a result of, or arising out of, any contractual undertaking between The City and Stamey & Miller Properties, LLC, including, but not limited to, contractual obligations outlined in The City's Ordinance No. 52 of 2011, that certain document entitled "Agreement" dated January 18, 2012, and that certain contract entitled, "Easement and Servitude for Placement of Lights and Temporary Construction Easement," executed by Joseph B. Stamey on behalf of Stamey &

Miller Properties, LLC, on January 18, 2012. The obligation of indemnity shall include, but shall not necessarily be limited to, the obligation to indemnify all persons and legal entities released herein for all court costs, attorneys fees, litigation expenses and judgments which might be incurred in connection with any claim brought about as described herein. The obligation of indemnity shall further extend to any and all acts of fault and/or negligence which might be attributable to any of the Released Parties as a cause of the incident, or as a cause of any subsequent claims arising out of the completion of the retaining wall in front of the property, or as a cause of any subsequent contractual dispute between The City and Stamey & Miller Properties, Inc.

It is further agreed and understood that the settlement agreement outlined herein is in compromise of a disputed claim, and is not to be construed as an admission of liability on the part of The Released Parties.

The City further agrees that this release is a general release, and waives and assumes the risk of any and all claims for damages, loss or injury which exist as of this date, or which may arise in the future, of which it does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which if known, would materially affect its decision to execute this release.

This Settlement agreement contains the entire agreement between The City and the Released Parties and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. The City represents that its attorney, if any, has completely explained the terms of this agreement to its executive and legislative officers and that they fully understand and accept them. The City further agrees that this agreement shall be construed and interpreted in accordance with the laws of the State of Louisiana.

The City further authorizes its attorney of record to dismiss its third-party demand asserted in the above-captioned suit, with prejudice, with each party bearing their own costs.

WITNESSES:

RONALD E. CORKERN, JR.
DULY AUTHORIZED
REPRESENTATIVE OF THE CITY OF
NATCHITOCHEs

SWORN TO AND SUBSCRIBED before me, Notary Public, this _____ day of
_____, 2013.

NOTARY PUBLIC
PRINTED NAME: _____
NOTARY NUMBER: _____
MY COMMISSION EXPIRES ON/AT _____

Mr. Creighton asked Attorney Corkern to elaborate on this for the public. Attorney Corkern stated when the new street was put in adjacent to the Stamey & Miller Law Office and City Bank, the contractor (FJ Burnell Inc.) during the construction of that street allowed some of the concrete to get on some of the cars owned by some of the employees of Stamey and Miller. As a result, they made a claim against FJ Burnell Inc. they were not able to get it resolved. The employees then filed a suit against the City of Natchitoches. The City then filed a 3rd party demand against FJ Burnell, Inc. that suit was settled by the liability insurer of FJ Burnell, Inc. of which they paid the cost of the repairs at approximately \$5600. So the City has paid absolutely nothing. In order to dismiss the suit, we had to have a resolution to do this.

Councilman Stamey stated he would be abstaining from voting as this is his brother's law firm.

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

RESOLUTION NO. 074 OF 2013

**A RESOLUTION AUTHORIZING THE MAYOR
TO ADVERTISE FOR THE PURCHASE OF A BOAT, MOTOR AND TRAILER
FOR THE UTILITY DEPARTMENT**

BID NO. 0543

WHEREAS, the City wishes to advertise for bids for the purchase of a Boat, Motor and Trailer for the Utility Department, Bid No. 0543; and

WHEREAS, sealed bid proposals will be received until 4:00 p.m. on October 21, 2013 at the office of Edd Lee, Director of Purchasing, 1400 Sabine Street, Natchitoches, Louisiana and opened on October 21, 2013; and

WHEREAS, bids will be publicly opened and read aloud at 4:00 PM on Monday, October 21, 2013 at the City of Natchitoches Purchasing Department located at 1400 Sabine Street, Natchitoches, Louisiana 71457.

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

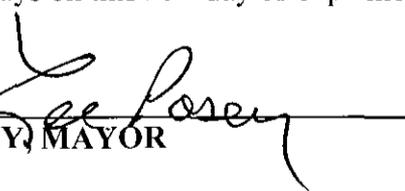
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to order the publication of the above bid.

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 23rd day of September, 2013.



LEE POSEY, MAYOR

BID INVITATION

DATE: 23 September 2013

FROM: City of Natchitoches
Purchasing Department
1400 Sabine Street
Natchitoches, LA 71457

BID NO. 0543

BID TITLE: Boat, Motor and Trailer

SEALED BID PROPOSALS WILL BE
RECEIVED UNTIL 4PM,

October 21, 2013

AT THE OFFICE OF EDD LEE
DIRECTOR OF PURCHASING, 1400
SABINE STREET, NATCHITOCHEs, LA
71457.

FOR ADDITIONAL INFORMATION
CONTACT THE FOLLOWING:

You may bid online by logging into:
www.bidexpress.com
For any questions about using the site please
Call the help number 888-352-BIDX (2439)

Edd Lee
DIRECTOR OF PURCHASING
(318) 357-3824

INSTRUCTIONS TO BIDDERS

1. Sealed bid proposals **must** be received on the Bid Proposal Form, Pages #4 and #5 or attachments thereto prior to opening date and time to be considered. **Please Note: Bids must be submitted on the supplied forms or attachments to be considered.** Late proposals will be returned unopened. Bids will be opened at 4:00 PM on October 21, 2013, at the Purchasing Department, located at 1400 Sabine St., Natchitoches, LA 71457
2. Bids shall be plainly marked as to the bid number, name of the bid, and bid opening date on the outside of the envelope **contained in this package for this purpose.** This supplied envelope will be completely sealed and mailed or delivered to the Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457.
3. Any submitted article deviating from the specifications **must** be identified and have full descriptive data accompanying same, failure to provide the appropriate information **shall** be just cause for rejection of the bid. Deviations **must** be submitted on separate sheet or sheets.
4. All work and supplies are to be quoted FOB Natchitoches and delivered to the City Purchasing Warehouse, 1400 Sabine Street, Natchitoches, LA 71457
5. The City of Natchitoches reserves the right to reject any and all bids, requires submitted bids remain in force for a period of sixty (60) days after opening or until award is made, which ever comes first.
6. Prices quoted shall include all transportation and delivery costs. **Dealer nameplates or decals SHALL NOT be placed on equipment.**
7. The Purchasing Department assumes responsibility for the correctness and clarity of the bid, and all information and/or questions pertaining to this bid shall be directed to the Director of Purchasing.
8. The conditions and terms of this bid will be considered when evaluating for award.
9. The City of Natchitoches is exempt from all state taxes.
10. Prices shall include vehicle safety inspection, **if applies**, application for title and public plates and delivered to the City Warehouse, 1400 Sabine Street, Natchitoches, LA 71457.

11. Boat, Motor and Trailer must be in New Unused Condition and be a 2013 or 2014 Model.

12. Bidder must submit a current brochure of boat and motor that is being bid on.

11. The attached bid specifications describe the minimum requirements. Equipment of similar type, character, quality and purpose conforming to the detailed requirements listed in the specification sheet will be considered equivalent. Bidders are cautioned to read the specifications carefully, as they may include special requirements not commonly offered by the manufacturer.

BID PROPOSAL

PLEASE MARK YOUR SEALED BID ENVELOPE: BID NO. **0543**

DESCRIPTION QUANTITY

BOAT, MOTOR and TRAILER (1)

ALL ITEMS LISTED IN THIS BID WILL BE DELIVERED TO:
CITY OF NATCHITOCHEs, 1400 Sabine Street, NATCHITOCHEs, LA 71457
BIDDER MUST COMPLETE THE FOLLOWING

PRICES HELD FIRM FOR A PERIOD OF: _____ CALENDER DAYS
BID ACCEPTANCE PERIOD OF: _____ CALENDER DAYS

DELIVERY WILL BE COMPLETED WITHIN: _____ CALENDER DAYS AFTER
RECEIPT OF CONTRACT, ORDER OR OTHER FORM AS NOTICE OF AWARD.

MAKE AND MODEL OF BOAT _____

MAKE AND MODEL MOTOR _____

MAKE AND MODEL OF TRAILER _____

YEAR _____

TOTAL PRICE OF BOAT, MOTOR AND TRAILER \$ _____

THE UNDERSIGNED BIDDER DECLARES THAT HE HAS SPECIFIC AND LEGAL AUTHORIZATION TO OBLIGATE HIMSELF AND /OR HIS FIRM TO THE TERMS OF THIS BID AND FURTHER THAT HE HAS EXAMINED THE INVITATION TO BID, THE INSTRUCTIONS TO BIDDERS AND THE SPECIFICATIONS AND HEREBY PROMISES AND AGREES THAT IF THIS BID IS ACCEPTED HE WILL FAITHFULLY FULFILL THE TERMS OF THIS BID TOGETHER WITH ALL GUARANTEES AND WARRENTIES RELATING THERETO. ANY AND ALL EXCEPTIONS HAVE BEEN NOTED WITHIN.

BIDDER	MAILING ADDRESS
SIGNATURE	CITY STATE/ZIP
TYPE/PRINT NAME	DATE
TELEPHONE	TITLE

Mr. Creighton asked why do we need this? Mayor Posey stated we have needed this equipment for several years and now with the vegetation growth we cannot get to it to treat it with the boat we currently have. Waterworks District 1 is paying half the cost and the City will pay the other half.

CITY OF NATCHITOCHEs

The City of Natchitoches of the Parish of Natchitoches met in regular session on this date. The following resolution was offered by Ms. Morrow and seconded by Mr. Stamey as follows:

RESOLUTION NUMBER: 075

Date: September 23, 2013

R E S O L U T I O N

WHEREAS, Title 2 of the Louisiana Revised Statutes of 1950 provides that cities, towns, parishes, and other political subdivisions of this State may separately or jointly acquire, establish, construct, expand, own, lease, control, equip, improve, maintain, operate, regulate, and police airports and landing fields for the use of aircraft; and,

WHEREAS, the State of Louisiana, Department of Transportation and Development, Division of Aviation (formerly the LA DOTD-OAPT) is charged by Title 2 with the responsibility for the development of aviation facilities within the State to foster air commerce and to safeguard the interests of those engaged in all phases of the aviation industry and of the general public; and,

WHEREAS, the *City of Natchitoches*, hereinafter referred to as "Sponsor", has completed an FAA and DOTD approved Master Plan, Action Plan, and/or Airport Layout Plan which outlines the specific future development of the Natchitoches Regional Airport; and, the Sponsor is desirous of implementing a portion of the approved Plan recommendations which provide for the critically needed improvements as stated below to substantially improve the safety and usability of the Airport, but does not have sufficient funds of its own required for completing the needed improvements; and,

WHEREAS, the LA DOTD, Division of Aviation is authorized by Title 2 to expend funds for the construction or enlargement of airports for the safety and advancement of aeronautics;

NOW, THEREFORE, BE IT RESOLVED:

SECTION I.

That the Sponsor does hereby formally request that the LA DOTD, Division of Aviation provide funds required to complete the airport improvements at the Natchitoches Regional Airport specifically as described in the Capital Improvement Program Application for State Financial Assistance dated August 29, 2013:

SECTION II.

That the said LA DOTD, Division of Aviation be and is hereby assured that all necessary servitudes, rights-of-way, rights of ingress and egress and means thereof will be furnished by the Sponsor and the titles thereto will be valid and indefeasible, and that the Sponsor will assume ownership, financial reporting, and complete responsibility for the maintenance and upkeep of the airport after completion of said improvement.

SECTION III.

That the Sponsor will save and hold the said LA DOTD, Division of Aviation, its officers, agents, and employees harmless from any liability or claim for damages arising out of the project, including death or injuries to third parties including, but not limited to, liability or claim for damages out of the negligence of said LA DOTD, Division of Aviation, its officers, agents, or employees, and expressly agrees to defend any suit of any nature brought against the LA DOTD, Division of Aviation as a result of this project.

SECTION IV.

That the Mayor of the Sponsor be and is hereby authorized and directed to evidence this agreement by affixing his signature at the place provided therefore on this resolution and on subsequent related documents/agreements as required by the rules and regulations of the Federal Aviation Administration and the State of Louisiana and the Clerk is hereby authorized to attest said execution.

SECTION V.

That this resolution shall be in full force and effect from and after its adoption.

The aforesaid resolution, having been submitted to a vote, the vote thereon was follows:

YEAS: Payne, Nielsen, Mims, Stamey, Morrow
NAYS: None
ABSENT: None

WHEREUPON, the Resolution was declared adopted on the 23rd day of September 2013.

CITY OF NATCHITOCHEs

BY: Lee Posey
(Signature)

Lee Posey
(Typed or Printed Name)

TITLE: Mayor

ATTEST: Stacy McKeary
(Signature)

TITLE: Clerk

CAPITAL IMPROVEMENT PLAN (CIP)
Natchitoches Regional Airport (IER), Natchitoches, LA

DATE CIP PREPARED: 08/29/13
CIP START YEAR: 2014

\$ - Estimated Carryover Balance
 \$ 150,000 Estimated Annual NPE Amount

Color Code Key & Notes	
** State Grant, Economic Development Grant, Bond Financing, Private:	Other**
* Sponsor 10% Match	Match*
Match Amount for "AIP Funding Request" NOT Included when green:	
Multi-Year NPE Fronted Amount NOT Included when red:	

Fed FY	Entitlement Available	ODO Priority	Project Description/Justification	Multi-Year	Est. Total Project Cost	Funding Source			AIP Funding Request	
						Entitlement	Other AIP	Match*		
2014		1	Drainage Study & RW Threshold Design		\$ 175,000	\$ 150,000		\$ 16,667	\$ 8,333	\$ 200,000
		2	Repair RW 17/35 Thresholds		\$ 200,000					\$ 300,000
		3	New Fence and Repair Existing Fence		\$ 300,000					\$ 325,000
		4	Ag Ramp/Wash Rack		\$ 325,000					\$ 150,000
		5	Land Acquisition - Parcel 26		\$ 150,000					
2014 Annual Subtotals:					\$ 1,150,000	\$ 150,000	\$	\$ 16,667	\$ 983,333	\$ 0
2015		1	New TW to the End of RW 25		\$ 400,000	\$ 150,000		\$ 16,667	\$ 233,333	\$ 450,000
		2	Upgrade Localizer		\$ 450,000					\$ 50,000
		3	North Apron Expansion (Phase I) Design only		\$ 50,000					\$ 450,000
		4	Rehab Wallenburg Drive		\$ 450,000					\$ 750,000
		5	Road at NSU around Localizer		\$ 750,000					
2015 Annual Subtotals:					\$ 2,100,000	\$ 150,000	\$	\$ 16,667	\$ 1,933,333	\$ 0
2016		1	T-Hangar Taxilanes		\$ 500,000	\$ 150,000		\$ 16,667	\$ 333,333	\$ 500,000
		2	T-Hangars (10-Unit + 1 Box Hangar)		\$ 500,000					
	2016 Annual Subtotals:					\$ 1,000,000	\$ 150,000	\$	\$ 16,667	\$ 833,333
2017		1	RAW 17/35 and 7/25 Crackseal and Seal Coat		\$ 400,000	\$ 150,000		\$ 16,667	\$ 500,000	\$ 210,000
		2	Fuel Farm Relocation		\$ 500,000					\$ 350,000
		3	Tea Cup TW at RW 7 End		\$ 350,000					
2017 Annual Subtotals:					\$ 1,250,000	\$ 150,000	\$	\$ 16,667	\$ 850,000	\$ 210,000
2018		1	Complete Parallel Taxiway B to Runway 7		\$ 1,300,000	\$ 150,000		\$ 16,667	\$ 1,020,000	
		2	Relocate Fairgrounds Road Projects: Acquire Land/Relocate Bourbon Street, Relocate Fairgrounds Road, Lower Trees, Mitigate Wetlands, Lower-Light/Ball Powerlines, Perimeter Fencing		\$ 3,152,000					\$ 325,000
		3	Runway 17/35 Extension (1,500) Environmental Assessment		\$ 175,000					\$ 175,000
		4	Overlay, Widen and Realign Taxiway A		\$ 2,350,000					\$ 500,000
		5	Purchase Houses (9) in RW 25 RPZ		\$ 1,500,000					\$ 1,350,000
2018 Annual Subtotals:					\$ 6,977,000	\$ 150,000	\$	\$ 16,667	\$ 1,000,000	\$ 5,229,300
5 Year CIP Totals:					\$ 12,477,000	\$ 750,000	\$	\$ 83,334	\$ 5,599,999	\$ 5,439,300

Resolution NO. 20, 2013

*Resolution: Approving the Capital Improvement Plan for
Natchitoches Regional Airport*

WHEREAS, The Natchitoches Regional Airport Commission has reviewed the Capital Improvement Plan (CIP) dated August 29, 2013; for financial assistance from the Federal Aviation Administration and the LA DOTD, Division of Aviation.

BE IT RESOLVED, that The Natchitoches Regional Airport Commission recommends that the Mayor and City Council approve the Capital Improvement Plan (CIP) application dated August 29, 2013.

THUS DONE AND SIGNED this 16th day Sept., 2013 as per agreement of the members of the Natchitoches Airport Commission at its regular monthly meeting held on, Monday, September 16, 2013.

Natchitoches Airport Commission


STANLEY SALTER,
Chairman

**Natchitoches Regional Airport
Natchitoches, Louisiana
CIP 2014 Justification**

Year 2014

- 1. Drainage Study and R/W Threshold Design.** The airport is in need of an overall comprehensive drainage study that looks at the ultimate build-out of the airport. This will guide all future drainage projects so that drainage structures do not have to be redesigned and replaced in future years. Also, there have been several sink holes on the Airport and we need to determine if this is being caused by faulty pipes. A couple of these sink holes have been on the edge of R/W 17/35. We need to make sure that underground pipes are not going to cause a sink hole in the middle of the runway. This project will also include the design for reconstruction of the intersection of R/W 17/35 and R/W 7/25.
- 2. Repair R/W 17/35 Thresholds.** This project would rehabilitate the thresholds of R/W 17/35 as designed in item number one above.
- 3. New Fence and Repair Existing Fence.** The Airport is not currently full enclosed by fence. A major portion of the Airport is fenced but this project would complete the fence around the entire Airport. This will provide for better security as well as help prevent wildlife from gaining access to the airfield. Also, some of the existing fence has been damaged by wildlife, storms and other causes. This project would repair those areas.
- 4. Agricultural Ramp.** This project would provide a dedicated area away from the existing apron and hangars for agricultural operations. The project would consist of an ag apron and connecting taxiway. This project would also bring additional revenue to the Airport. This area would also be used as a DEQ required approved wash rack for tenants to wash aircraft.
- 5. Purchase Parcel 26.** This parcel is located across Hwy. 1 from the end of R/W 35 and located in the RPZ. The purchase of this property would give the Airport control of this portion of the RPZ. Additionally, this land will be needed for a future runway extension as shown on the ALP.

Year 2015

- 6. New Taxiway to the End of R/W 25.** This project will construct a new partial parallel taxiway on the north side of R/W 7/25. This will connect to four existing hangars and the end of R/W 25. This will improve safety at the Airport as aircraft leaving the hangars will no longer make a mid-runway entry.
- 7. Upgrade Localizer.** The existing Localizer is old and starting to have maintenance issues. The service technician has indicated that it is becoming harder to find

**Natchitoches Regional Airport
Natchitoches, Louisiana
CIP 2014 Justification**

replacement parts when the system has issues. This project will upgrade the existing Localizer to continue to provide IFR operations at the Airport.

8. North Apron Expansion (Phase I) Design Only. This project is to design an expansion to the aircraft parking apron on the north end of the airfield. Recently an Air Ambulance operation has opened up in the adjoining hangar and it is anticipated that their operations may expand within the next couple of years.

9. Rehab Wallenberg Drive and Expand Parking Lot. Wallenberg Drive is the main entrance to the Airport and is starting to deteriorate. Additionally, operations have grown significantly at the Airport and the existing parking lot is full several days a week. This project would rehab the entrance road and expand the parking lot to accommodate the vehicular traffic volume.

10. Roads at NSU around Localizer. There is currently a road that runs in front of the localizer that could lead to interference with navigational aids. We are asking LA DOTD Aviation to support a request to LA DOTD Highways for funding this road relocation.

Year 2016

11. T-Hangar Taxilanes. The above t-hangar unit has an asphalt taxilane on one side existing. However, the other side will need a taxilane to be useable. This project is in conjunction with the above referenced project.

12. T-Hangars (10-Unit). All existing hangars are full and the hangar under construction has all but been rented with completion still a few months out. The waiting list supports the construction of this t-hangar. It will be a pre-engineered metal t-hangar with bi-fold doors.

Year 2017

13. Crack Seal and Seal Coat R/W's 17/35 and 7/25. Both of these runways were sealed in 2007 and have held up but after ten years they need to be addressed again. This will help extend the service life of the pavement at a cost much less than a mill and overlay. If the runways are not sealed the Airport will run the risk of needing a mill and overlay. The FAA has come out with requirements stating that all NAPIAS airports are required to have a wildlife study by 2017 (this is a moving target). This study takes a full year to complete and we want to stay in compliance with FAA regulations.

14. Relocate Fuel Farm. The existing fuel farm is a 20 year old underground installation. The fuel farm maintenance cost are starting to grow significantly due to the age and condition. This relocation would be 2 – 12,000 gallon above ground fuel tanks and include a curbed parking area for the fuel truck. This new fuel farm will meet all requirements of the SPCCP. This will free up prime real estate on the main apron that could be used for hangar development.

**Natchitoches Regional Airport
Natchitoches, Louisiana
CIP 2014 Justification**

15. Tea Cup T/W at R/W 7 End. This project will construct a tea cup shaped taxiway at the end of R/W 7. Currently aircraft have to wait to land or takeoff because of not being able to clear the safety area once they have backtaxied down the runway. This project will improve safety and support operations.

Year 2018

16. Complete Parallel Taxiway "B" to Runway 7. As the operations at the Airport increase the current back taxiing on R/W 7/25 will need to stop. This project will improve safety and capacity at the airport.

17. Relocate Fairgrounds Road Projects; Acquire Land/Relocate Bourbon Creek, Lower Tress, Mitigate Wetlands, Lower-Light/Ball Powerlines, Perimeter Fencing. This project is needed to lower the minimums at the airport. This project would be funded through multiple sources and be the precursor work to the future runway extension.

18. Runway 17/35 Extension (1,500 L.F.) Environmental Assessment. The Airport has a goal of having a 6,500-foot runway to accommodate all corporate jets. This project would be the environmental assessment for the runway extension.

19. Overlay and Widen and Realign Taxiway "A". The Airport is seeing larger aircraft landing and expect that trend to continue. Because of their gear configuration these larger corporate jets require wider taxiways. This project will allow the Airport to meet the needs of this growing segment of airport operations.

20. Purchase Houses (9) in R/W 25 RPZ. This would start as a volunteer program to purchase the house located in the existing RPZ. The threshold is being displaced to address this issue. However the Airport wants to have full use of their pavements.

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

RESOLUTION NO. 076 OF 2013

**A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO A CONTRACT WITH RISK SERVICES
OF LOUISIANA, INC. FOR PROPERTY INSURANCE
FOR THE CITY OF NATCHITOCHE**

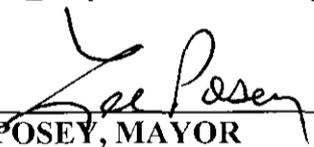
WHEREAS, the Insurance Committee has reviewed the proposals submitted for property insurance for the City of Natchitoches and recommends the contract be awarded to Risk Services of Louisiana, Inc. in the amount of **104,202.00** for the policy period **October 11, 2013 through October 10, 2014**.

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

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 23rd day of September, 2013.



LEE POSEY, MAYOR

CITY OF NATCHITOCHEES
GENERAL FUND BUDGET REPORT
AS OF AUGUST 31, 2013

	CURRENT MONTH			YEAR TO DATE				
	TOTAL BUDGET 13/14FY	MONTHLY BUDGET *1	ACTUAL	(OVER) UNDER BUDGET	YTD ACTUAL	ENCUM- BRANCES	UNREALIZED AVAILABLE BALANCE	PERCENT RECEIVED/ EXPENSED
REVENUE	14,310,659	1,192,555	975,932	(216,622.93)	2,765,928		11,544,731	19.33%
EXPENDITURES								
DEPARTMENT:								
CITY HALL / FINANCE	507,018	42,252	38,213	4,038.51	104,803	297	401,917	20.73%
COMMUNITY DEVELOPMENT	670,357	55,863	60,061	(4,197.62)	163,441	13,737	493,179	26.43%
PLANNING & ZONING	244,512	20,376	15,617	4,758.56	43,012		201,500	17.59%
FIRE DEPARTMENT	3,306,501	275,542	210,244	65,298.25	601,909	(577)	2,705,170	18.19%
POLICE DEPARTMENT	4,650,400	387,533	355,601	31,932.02	916,779	1,201	3,732,420	19.74%
ANIMAL SHELTER	172,430	14,369	12,937	1,432.66	30,779	154	141,497	17.94%
PURCHASING	259,219	21,602	25,604	(4,002.19)	71,832	108	187,279	27.75%
CITY GARAGE	253,954	21,163	27,127	(5,963.69)	52,112		201,842	20.52%
RECREATION *2	842,474	70,206	79,180	(8,974.25)	253,348	3,940	585,187	30.54%
PUBLIC WORKS	1,229,351	102,446	93,086	9,359.92	260,060	4,580	964,712	21.53%
INDIRECT EXPENSE	1,992,388	166,032	311,956	(145,924.12)	595,588	17,163	1,379,638	30.75%
PROGRAMMING & PROMOTIONS	182,055	15,171	8,594	6,577.64	22,477	1,515	158,063	13.18%
TOTAL GENERAL FUND	14,310,659	1,192,555	1,238,219	(45,664.30)	3,116,139	42,116	11,152,404	22.07%

FOOTNOTES:

*1 - 1/12th OF TOTAL BUDGET

*2 - SEASONAL ACTIVITY

% BUDGET YEAR ELAPSED 25%
% BUDGET EXPENDED 22%

**CITY OF NATCHITOCHEES
UTILITY (PROPRIETARY) FUND BUDGET REPORT
AS OF AUGUST 31, 2013**

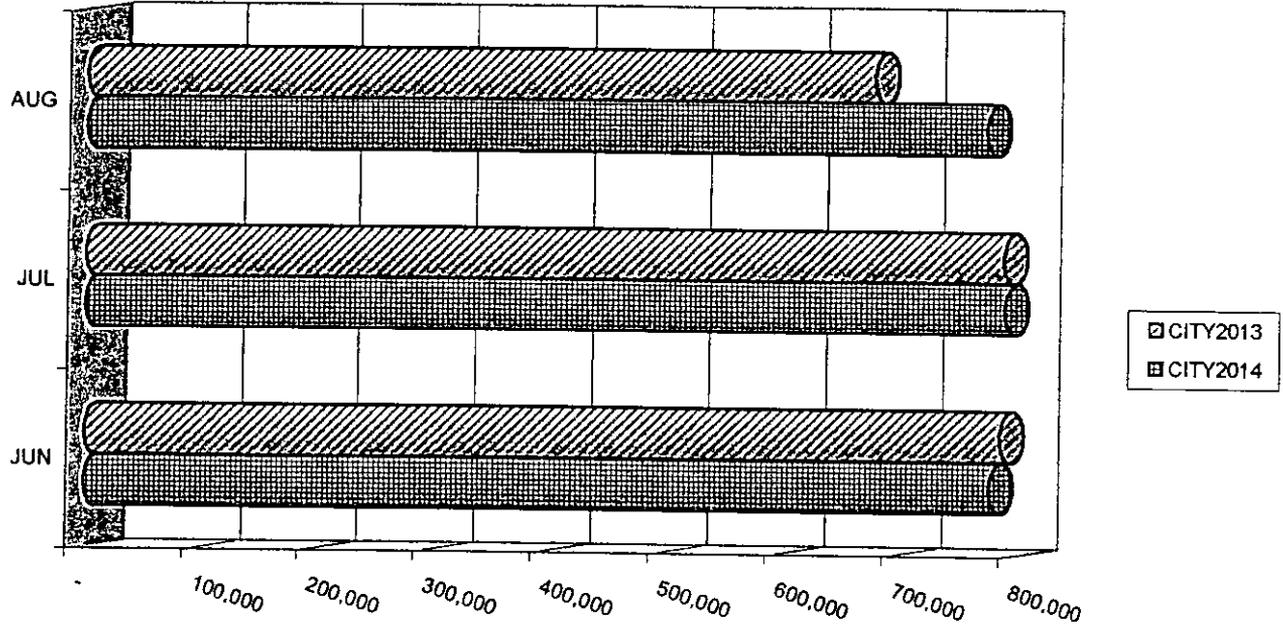
	CURRENT MONTH				YEAR TO DATE			
	TOTAL BUDGET 13/14 FY	MONTHLY BUDGET *1	ACTUAL	(OVER) UNDER BUDGET	YTD ACTUAL	ENCUM- BRANCES	UNREALIZED / AVAILABLE BALANCE	PERCENT RECEIVED/ EXPENSED
REVENUE	39,809,216	3,317,435	3,359,914	42,479	9,818,201		29,991,015	24.66%
EXPENDITURES								
DEPARTMENT:								
UTILITY ADMINISTRATION	410,830	34,236	20,581	13,655	58,942	155	351,733	14.38%
WATER	2,551,172	212,598	174,596	38,002	498,042	30,975	2,022,154	20.74%
SEWER	1,535,796	127,983	119,690	8,293	328,642	23,820	1,183,335	22.95%
ELECTRIC	25,750,788	2,145,899	2,066,990	78,909	4,246,753	19,901	21,484,133	16.57%
UTILITY BILLING	573,466	47,789	33,069	14,719	93,798	4,266	475,402	17.10%
INFORMATION TECH	329,625	27,469	16,833	10,636	39,292	20,173	270,160	18.04%
INDIRECT	8,657,539	721,462	1,015,261	(293,800)	2,588,172	75,514	5,993,853	30.77%
TOTAL UTILITY FUND	39,809,216	3,317,435	3,447,020	(129,585)	7,853,641	174,804	31,780,771	20.17%

FOOTNOTES:

*1 - 1/12th OF TOTAL BUDGET

% BUDGET YEAR ELAPSED 25%
% BUDGET EXPENDED 20%

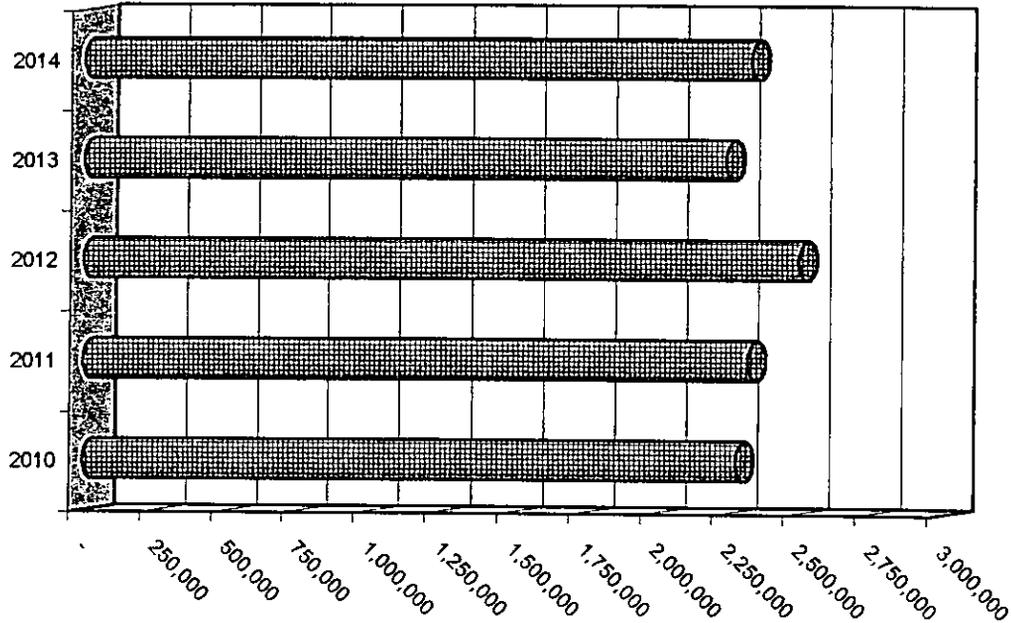
CITY OF NATCHITOCHEES FISCAL YEAR SALES TAX COLLECTIONS



REVENUE BY MONTHS

PERIOD	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	DIFF 13/14	DIFF %
JUN	754,700	745,293	778,326	784,706	775,673	(9,033)	-1.15%
JUL	805,871	833,927	925,940	787,124	788,242	1,118	0.14%
AUG	723,797	747,034	799,473	675,717	771,686	95,969	14.20%

CITY OF NATCHITOCHEES FISCAL YEAR SALES TAX COLLECTIONS



REVENUE YEAR TO DATE

PERIOD	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	DIFF 13/14	DIFF %
JUN	754,700	745,293	778,326	784,706	775,673	(9,033)	-1.15%
JUL	1,560,571	1,579,220	1,704,266	1,571,830	1,563,915	(7,915)	-0.50%
AUG	2,284,368	2,326,254	2,503,739	2,247,547	2,335,601	88,054	3.92%

City of Natchitoches TIF 2%



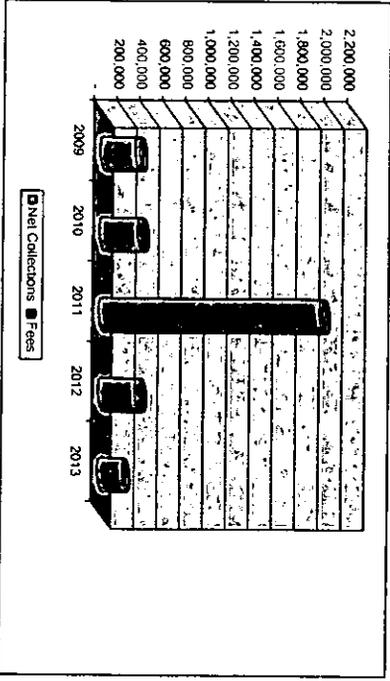
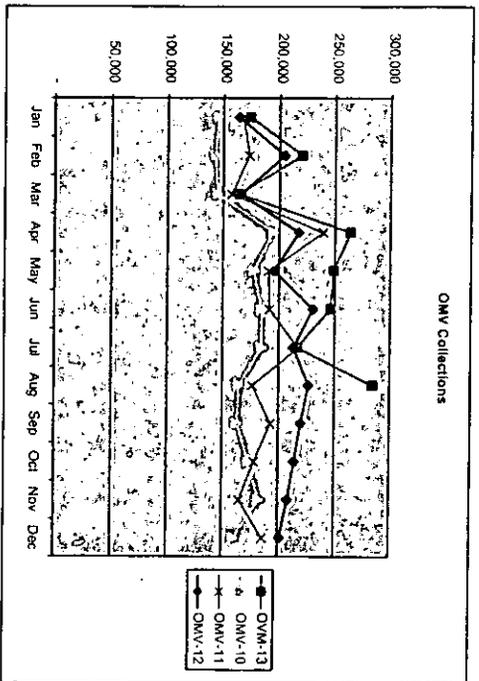
Period	2012	2013	2014	DIFF 13/14	% DIFF
Jun	0	23,874.50	13,597.75	(10,276.75)	-43.04%
Jul	0	15,844.98	18,905.43	3,060.45	19.31%
Aug	19,047.82	13,928.45	12,843.05	(1,085.40)	-7.79%

Natchitoches Tax Commission
LA Department of Motor Vehicles Sales

Month/Year	2010	2011	2012	2013	13 vs 12
Jan	145,283.06	168,051.63	164,467.36	174,514.52	6.11%
Feb	142,482.09	173,570.53	205,177.33	220,805.99	7.67%
Mar	144,772.00	157,817.67	166,324.69	164,353.86	-1.18%
Apr	194,621.00	239,582.86	217,732.82	264,608.75	21.53%
May	177,689.00	180,980.40	198,385.55	249,447.49	27.03%
Jun	184,623.00	182,184.32	230,845.64	246,712.96	6.83%
Jul	184,621.88	217,528.02	213,497.75	217,028.15	1.65%
Aug	184,618.08	177,404.46	227,231.78	284,604.63	25.34%
Sep	162,869.93	193,361.54	220,368.79		-100.00%
Oct	173,620.93	179,172.54	214,685.08		-100.00%
Nov	185,071.31	165,928.76	209,191.64		-100.00%
Dec	160,468.75	186,507.49	202,412.94		-100.00%
Totals	\$ 2,018,839.05	\$ 2,242,110.24	\$ 2,468,411.37	\$ 1,922,376.35	

Natchitoches Tax Commission
Audit Collections

Year	2009	2010	2011	2012	2013	12 vs 13
Collections	349,768.25	368,908.65	1,947,902.68	358,996.90	218,227.03	-39%
Fees	41,046.17	32,697.42	25,945.88	36,911.02	476.46	-99%
Net Collections	308,720.08	336,211.23	1,921,956.80	320,085.88	217,750.57	-32%

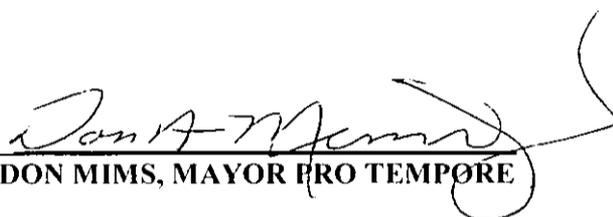


Mr. Pat Jones, Finance Director, presented the Council with the Finance Report. The General Fund and Utility Fund summary you can see the first three months of operation our revenues at 19.33% and expenditures at 20% are in line with the budget so far to date. Sale Tax collections were reported at 14.02% above last August. Revenue year to date puts us right at 4% above compared to last August. Motor Vehicle Sales for August were up 25.34% putting us 12.37% year to date from January to August. The economy here seems to be strong and leveling off.

Mayor Posey stated the next City Council Meeting will be October 14, 2013. He mentioned the Car Show will be held October 4-5, 2013 and has become a big event for Natchitoches. The Fall Tour of Homes will be October 11-12, 2013 and National Night Out will be Tuesday, October 1, 2013. These are all great events for Natchitoches and he hopes everyone can come out.

With no further discussion, the Mayor made a motion for adjournment and all were in favor. The meeting was adjourned at 7:05 p.m.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE