

**NATCHITOCHEES CITY COUNCIL MEETING  
DECEMBER 14, 2009 - 7:00 P.M.**

**A G E N D A**

1. **CALL TO ORDER**

2. **INVOCATION**

3. **PLEDGE OF ALLEGIANCE**

4. **READING AND APPROVAL OF THE MINUTES OF NOVEMBER 23, 2009**

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

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

2.648 Acres – Being Tract “A” & “C” Of A Subdivision Of A Portion Of Lot 5 Of St. Maurice Plantation, N By St. Maurice Lane, E By Dalme, S By Bayou, W By Boydstun, As Shown On Map Slide 539-B, Less Lot To Leach, Less Tract “B” Cont. 0.282 Ac. To Daniel F. Montgomery, Et Ux From R-1 To R-1 Special Exception For Mobile Home Placement (719-A St. Maurice Lane – Brian Benefield)

6. **ORDINANCES – INTRODUCTION:**

**#085 Nielsen** Ordinance To Adopt, Amend And Reenact Sections Of The Personnel Policies Manual Of The City Of Natchitoches, Specifically To Amend Those Sections Entitled “Introductory Statement”, “Drug And Alcohol Policy”, “Overtime Pay” And “Pay Period And Hours”, To Adopt A Section Entitled “Employee Status”, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance

**#087 McCain** Ordinance Authorizing The Mayor Or His Designee To Advertise An Airport Hanger And Space For Lease, Establishing The Terms And Conditions For Said Lease Which Will Include Obligation Of Lessee To Provide An Experienced Aircraft Mechanic And Aircraft Mechanics Shop For Fixed Wing And Rotor Wing Aircraft, Authorizing Mayor To Execute Lease After Due Advertisements And Compliance With Law In Accordance Louisiana Revised Statutes 2:135.1

7. **ORDINANCES – FINAL:**

**#077 Nielsen** Ordinance Authorizing The Mayor Of The City Of Natchitoches, Louisiana, To Enter Into A Cooperative Endeavor Agreement With The State Of Louisiana, Department Of Treasury, For The Line Item Appropriation For The 83<sup>rd</sup> Annual Natchitoches Christmas Festival

**#078 Morrow** Ordinance Approving The Granting Of An Easement And Servitude For Passage Over And Across Property Owned By The City Of Natchitoches, Located In Section 104, Township 9 North, Range 7 West, Natchitoches Parish, Louisiana, Said Easement And Servitude Granted In Conformance With The Terms Of That Cash Sale Deed Where The City Acquired The Property From Triple F, Inc., Further Authorizing The Mayor To Execute The Easement And Servitude For Passage And Any Related Documents; Providing For Public Hearing; And Further Providing For Advertising

**#079 Payne** Ordinance Authorizing The Mayor Of The City Of Natchitoches, Wayne McCullen, To Enter Into An Agreement With Cp-Tel Network Services, Inc., For Phone Services, Internet Services Cable TV Services And To Provide Fiber Cable Connections Between City Locations 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

**#083 McCain** Ordinance To Amend And Reenact The Personnel Policies Manual Of The City Of Natchitoches To Add A Section Under "Other Policies" To Provide For A Policy For The Use Of Technological Systems And Electronic Information Owned By The City Of Natchitoches, Including Computer Systems, E-Mail, Telephones, Voicemail, Fax Machines, External Electronic Bulletin Boards, Wire Services, Online Services, Intranet, Internet And The World Wide Web, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance

**#084 Mims** Ordinance Addressing Injection Of Other Funds Aspects Of The Proposed FY 2010 - FY 2011 Louisiana Community Development Block Grant Project

8. **RESOLUTIONS:**

**#130 Payne** Resolution Authorizing The Mayor To Enter Into A Contract With Midwest Employers Casualty Company For The Workers' Compensation Excess Coverage Policy For The City Of Natchitoches

**#131 Morrow** Resolution Authorizing The Mayor To Enter Into A Contract With Arthur J. Gallagher Risk Management Services For The Tenant User Liability Insurance Policy For The Natchitoches Events Center For The City Of Natchitoches

**#132 Nielsen** Resolution Authorizing The Mayor To Enter Into A Contract With Employers Risk Management Services As The Workers Compensation Third Party Administrator For The City Of Natchitoches

9. **OTHER BUSINESS**

10. **ANNOUNCEMENT:**

- City Holidays - Christmas Eve - Thursday, December 24, 2009  
- Christmas Day - Friday, December 25, 2009  
- New Year's Eve - Thursday, December 31, 2009  
- New Year's Day - Friday, January 1, 2010

11. **ADJOURNMENT**

**NOTICE TO THE PUBLIC**

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary.

If you wish to address the Council, please complete the "Request to Address City Council" form located on the entrance table.

**PROCEEDINGS OF THE CITY COUNCIL  
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,  
REGULAR MEETING HELD ON  
MONDAY, DECEMBER 14, 2009, AT SEVEN O'CLOCK, (7:00) P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana, on Monday, December 14, 2009, at 7:00 p.m.

There were present: Councilman at Large, Don Mims, Jr., Councilmen; Jack McCain, Larry Payne, Dale Nielsen and Councilwoman Sylvia Morrow

The Mayor welcomed those in attendance and also the radio audience.

The Mayor asked everyone to remember the John Winston family in their prayers in the loss his wife, Nettie, this past week.

The Mayor asked everyone to rise for the Invocation given by Mr. Michael Braxton, Director of Public Works, followed by the Pledge of Allegiance lead by Mr. Mims.

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

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

The Mayor declared the Motion as PASSED.

The Mayor then called on Mr. Nick Pollacia, Chamber of Commerce, to report on the Christmas Festival. Mr. Pollacia credited city departments, including Public Works, Police Department, and the Fire Department for making it a successful weekend. He said that attendance was down because of the cold weather, but the fireworks show had been incredible. He noted that the forecast for future weekends is good, so he looks for the number of people to be up for those weekends. He expressed his appreciation to all of the partners the Chamber has in making the event happen.

The Meeting continued with Planning and Zoning, as follows:

The following Ordinance was Introduced by Mr. Mims on December 14, 2009 as follows, to-wit:

**ORDINANCE NO. 086 OF 2009**

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

**2.648 ACRES – BEING TRACT “A” & “C” OF A SUBDIVISION OF A PORTION OF LOT 5 OF ST. MAURICE PLANTATION, N BY ST. MAURICE LANE, E BY DALME, S BY BAYOU; W BY BOYDSTUN, AS SHOWN ON MAP SLIDE 539-B, LESS LOT TO LEACH, LESS TRACT “B” CONT. 0.282 AC. TO DANIEL F. MONTGOMERY, ET UX FROM R-1 TO R-1 SPECIAL EXCEPTION FOR MOBILE HOME PLACEMENT**

**(719-A ST. MAURICE LANE)**

**WHEREAS**, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of December 3, 2009 that the request of Brian Benefield to rezone the property described above from **R-1** to **R-1, SPECIAL EXCEPTION**, for mobile home replacement, be **APPROVED**.

The meeting continued with Ordinances, as follows:

**ORDINANCE NUMBER 085 OF 2009**

**AN ORDINANCE TO ADOPT, AMEND AND REENACT SECTIONS OF THE PERSONNEL POLICIES MANUAL OF THE CITY OF NATCHITOCHEs, SPECIFICALLY TO AMEND THOSE SECTIONS ENTITLED "INTRODUCTORY STATEMENT", "EMPLOYMENT CATEGORIES", "CAFETERIA PLAN", "DRUG AND ALCOHOL POLICY", "OVERTIME PAY" AND "PAY PERIOD AND HOURS", TO ADOPT A SECTION ENTITLED "EMPLOYEE STATUS", PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.**

**WHEREAS**, the City of Natchitoches has adopted a "Personnel Policies Manual" the latest version dated June 1, 2003 as revised September 1, 2006; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches desires to amend the Personnel Policies Manual to amend that section entitled "Introductory Statement" and adopt a section entitled "Employee Status", both of which are located in the preamble of the manual; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches desires to amend the Personnel Policies Manual to amend that section entitled "Employment Categories, which is located under Section 1: "Employment"; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches desires to amend the Personnel Policies Manual to amend those sections entitled "Overtime Pay" and "Pay Period and Hours", both of which are under Section 2: "Compensation and Performance"; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches further desires to amend the Personnel Policies Manual to amend that section entitled "Cafeteria Plan", which is under Section 3: "Benefits"; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches further desires to amend the Personnel Policies Manual to amend that section entitled "Drug and Alcohol Policy", which is under Section 4: "Other Policies"; and

**WHEREAS FURTHER**, the section entitled "Introductory Statement" currently provides as follows:

### **"INTRODUCTORY STATEMENT**

This handbook is designed to acquaint you with the City of Natchitoches and provide you with information about working condition, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by the City of Natchitoches to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

No employee handbook can anticipate every circumstance or question about policy. Because the City of Natchitoches continues to grow, the City of Natchitoches reserves the right to revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, at its sole and absolute discretion. Employees will, of course, be notified of such changes to the handbook as they occur."

**WHEREAS FURTHER**, the City Council of the City of Natchitoches desires to amend the section of the Personnel Policies Manual entitled "Introductory Statement" so that the section will read as follows:

### **"INTRODUCTORY STATEMENT**

This handbook is designed to acquaint you with the City of Natchitoches and provide you with information about working condition, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by the City of Natchitoches to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth. **The manual does not constitute an employment contract between the City and its employees.**

No employee handbook can anticipate every circumstance or question about policy. Because the City of Natchitoches continues to grow, the City of Natchitoches reserves the right to revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, at its sole and absolute discretion. Employees will, of course, be notified of such changes to the handbook as they occur.

This version of the Personnel Policies Manual of the City of Natchitoches supersedes and replaces any and all personnel policy memos, handbooks, and/or manuals, which have been previously distributed."

**WHEREAS FURTHER**, the section entitled "Introductory Statement" currently provides as follows:

**"EMPLOYMENT CATEGORIES"**

Each employee is designated as "non-exempt" or "exempt" from Federal and State Wage and Hour Laws. "Non-exempt" employees are entitled to overtime pay under the specific provisions of federal and state laws. "Exempt" employees are excluded from specific provisions of Federal and State Wage and Hour Laws. An employee's "exempt" or "non-exempt" classification may be changed only upon written notification by the City of Natchitoches' management.

Exempt employees are the Mayor, Department Heads, and others whose duties and responsibilities allow them to be "exempt" from overtime pay provisions as provided by the Federal Fair Labor Standards Act (FLSA) and any applicable state laws. If you are an exempt employee, you will be advised that you are in this classification at the time you are hired, transferred, or promoted. Exempt employees shall receive up to five (5) days annually of administrative leave, not to be taken in increments of more than sixteen (16) hours.

In addition to the above categories, each employee will belong to one other employment category.

REGULAR FULL-TIME employees are those who are not in a temporary or introductory status and who are regularly scheduled to work at least thirty-five (35) hours per week on the City of Natchitoches' full-time schedule. Generally, they are eligible for the City of Natchitoches' benefits package, subject to terms, conditions, and limitations of each benefit program.

PART-TIME employees are those who are not assigned to a temporary or introductory status and who are regularly scheduled to work less than thirty-five (35) hours per week. While they do receive all legally mandated benefits (such as Social Security and Workers' Compensation Insurance), they are **INELIGIBLE** for all the City of Natchitoches' other benefit programs.

INTRODUCTORY are those whose performance is being evaluated to determine whether further employment in a specific position with the City of Natchitoches is appropriate. Employees who satisfactorily complete the introductory period will be notified of their new employment classification.

TEMPORARY employees are those who are hired as interim replacements to temporarily supplement the work force or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially-stated period does not in any way imply a change in employment status. Temporary employees retain that status unless they are notified of a change. While temporary employees receive all legally mandated benefits (such as Workers' Compensation Insurance and Social Security), they are **INELIGIBLE** for all of the City of Natchitoches' other benefit programs."

**WHEREAS FURTHER**, the City Council of the City of Natchitoches desires to amend the section of the Personnel Policies Manual entitled "Employment Categories" so that the section will read as follows:

**“EMPLOYMENT CATEGORIES**

Each employee is designated as "non-exempt" or "exempt" from Federal and State Wage and Hour Laws. "Non-exempt" employees are entitled to overtime pay under the specific provisions of federal and state laws. "Exempt" employees are excluded from specific provisions of Federal and State Wage and Hour Laws. An employee's "exempt" or "non-exempt" classification may be changed only upon written notification by the City of Natchitoches' management.

Exempt employees are the Mayor, Department Heads, and others whose duties and responsibilities allow them to be "exempt" from overtime pay provisions as provided by the Federal Fair Labor Standards Act (FLSA) and any applicable state laws. If you are an exempt employee, you will be advised that you are in this classification at the time you are hired, transferred, or promoted. Exempt employees shall receive up to five (5) days annually of administrative leave. All administrative leave shall be used by the last payroll date of the calendar year. Please contact the payroll department for a cut-off date.

In addition to the above categories, each employee will belong to one other employment category.

REGULAR FULL-TIME employees are those who are not in a temporary or introductory status and who are regularly scheduled to work at least thirty-five (35) hours per week on the City of Natchitoches' full-time schedule. Generally, they are eligible for the City of Natchitoches' benefits package, subject to terms, conditions, and limitations of each benefit program.

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**WHEREAS FURTHER**, the section entitled "Overtime Pay" currently provides as follows:

**"OVERTIME PAY"**

From time to time, it may be necessary for you to perform overtime work in order to complete a job on time. Your supervisor must approve all overtime work in advance. When it is necessary to work overtime, you are expected to cooperate as a condition of your employment. There are two types of overtime work:

1. **Scheduled Overtime:** Scheduled overtime work is announced in advance and generally will involve an entire department. This type of overtime becomes part of the required workweek of the people who are members of the department. If you need to be excused from performing scheduled overtime, speak with your supervisor. He or she will consider your situation and the requirements of the department in deciding whether you may be excused from performing the scheduled overtime.
2. **Incidental/Call Back Overtime:** Incidental overtime isn't scheduled; it becomes necessary in response to extenuating circumstances. It is extra time needed to complete work normally completed during regular hours. Incidental overtime may become necessary when an illness or emergency keeps co-workers from being at work as anticipated. It may require you to return to the work place for emergency work. The opportunity to perform incidental overtime will be given first to the employee who normally performs the task. If that employee cannot perform the overtime, the supervisor will offer the overtime to a suitably qualified person who is available to perform the overtime work.

Non-exempt employees will be paid their scheduled hours for holiday pay, plus overtime, one and on half (1 ½), for any hours worked on the holiday, unless it is your scheduled day to work, then you will be paid straight time for the holiday and straight time for work. Holiday, vacation and sick time are counted toward you forty (40) hour week."

**WHEREAS FURTHER**, the City Council of the City of Natchitoches desires to amend the section of the Personnel Policies Manual entitled "Overtime Pay" so that the section will read as follows:

**"OVERTIME PAY"**

From time to time, it may be necessary for you to perform overtime work in order to complete a job on time. Your supervisor must approve all overtime work in advance. When it is necessary to work overtime, you are expected to cooperate as a condition of your employment. There are two types of overtime work:

1. **Scheduled Overtime:** Scheduled overtime work is announced in advance and generally will involve an entire department. This type of overtime becomes part of the required workweek of the people who are members of the department. If you need to be excused from performing scheduled overtime, speak with your supervisor.

He or she will consider your situation and the requirements of the department in deciding whether you may be excused from performing the scheduled overtime.

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**WHEREAS FURTHER**, the section entitled "Pay Period and Hours" currently provides as follows:

**"PAY PERIOD AND HOURS"**

Our payroll workweek begins on Monday at 12:01 a.m. and ends on Sunday at 12:00 midnight."

**WHEREAS FURTHER**, the City Council of the City of Natchitoches desires to amend the section of the Personnel Policies Manual entitled "Pay Period and Hours" so that the section will read as follows:

**"PAY PERIOD AND HOURS"**

Our payroll workweek begins on Sunday at 12:01 a.m. and ends on Saturday at 12:00 midnight."

**WHEREAS FURTHER**, the section entitled "Cafeteria Plan" currently provides as follows:

**"CAFETERIA PLAN"**

The City has established a Cafeteria Plan under the laws of the State of Louisiana. The purpose of the plan is to provide employees with the choice between cash and benefits maintained by the City. The plan is composed of two separate plans: the Insurance Conversion Plan and the Flexible Spending Accounts. Under the Cafeteria Plan, there are conditions which must be met in order to qualify for reimbursement for dependent care expenses. Contact the Personnel Department for enrollment information."

**WHEREAS FURTHER**, the City Council of the City of Natchitoches desires to amend the section of the Personnel Policies Manual entitled "Cafeteria Plan" so that the section will read as follows:

**"CAFETERIA PLAN**

The City has established a Cafeteria Plan under the laws of the State of Louisiana. Under the Cafeteria Plan, there are conditions which must be met in order to qualify. Contact the Personnel Department for enrollment information."

**WHEREAS FURTHER**, the section entitled "Drug and Alcohol Policy" currently provides as follows:

**"DRUG AND ALCOHOL POLICY**

**I. PURPOSE**

The City of Natchitoches (herein referred to as the City) desires to maintain a safe, healthful, and productive environment for all of its employees and the public they serve. The City also recognizes the possible retention of federal and state funds for governmental units that do not make attempts to have a drug and alcohol free work place. To that end, the City will act to eliminate any substance abuse which increases the potential for accidents, absenteeism, substandard performance, poor employee morale, or damage to the community's reputation.

**II. APPLIES TO**

All employees of the City. This shall include, but is not necessarily limited to; persons employed by the Police Department, Fire Department, and all other employees who operate motor vehicles or equipment.

**III. POLICY**

- A. Employees of the City shall not possess, sell, or ingest any narcotics, controlled dangerous substances, or designer drugs, unless prescribed by a physician licensed to practice medicine. Any narcotics violation, as defined in the statutes, whether on duty or off duty, will be grounds for disciplinary action, up to and including termination.
- B. Prescription Drugs: No prescription drugs shall be brought upon the City's premises by any person other than the person for whom the drug is prescribed by a licensed medical practitioner, and such drug shall be used only in the manner, combination, and quantity prescribed. No employee shall operate City equipment- including motor vehicles, motor patrols, etc., and other apparatus---while taking prescription drugs, unless the prescribing physician advises the employee's supervisor in writing that the medication will not impair abilities. Any employee whose abuse of prescription drugs which results in: (1) excessive absenteeism or tardiness, (2) accidents, or (3) below-average performance shall be subject to discipline as provided in Section V.

- C. Alcoholic Beverages: Except as otherwise provided for, the use of alcoholic beverages by employees during working hours or on City property is also inconsistent with the objective of working in a safe and efficient manner. Accordingly, no employee shall use alcoholic beverages during working hours or report to work under the influence of alcohol. Any employee who violates this policy will be subject to discipline as provided for in Section V. Duly authorized City functions at which alcoholic beverages are served shall be excepted from this subsection.
- D. All property belonging to the City shall be subject to inspection at any time. There shall be no expectation of privacy on any property belonging to the City.
1. Property belonging to the City shall include but is not limited to police owned vehicles, desks, files, containers, footlockers, etc.
  2. Any employee's locker shall be subject to inspection at any time, in the presence of the employee, by the employee's immediate supervisor.
- E. Any employee who has reasonable suspicion to believe that another employee is involved in the illegal manufacture, possession, or use of a dangerous or illegal substance, or that another employee is abusing the legal use of prescription drugs shall notify the Police Department and Human Resources Department.
- F. Any employee who has reasonable suspicion to believe that another employee is abusing the legal use of prescription drugs shall notify the Mayor/City Councilman and Safety Director.
- G. Any employee required to take prescription drugs that may impair his/her abilities to drive a vehicle or make split-second decisions shall report to his/her immediate supervisor who shall alter the employee's assignment without retribution to the employee.
- H. Failure to comply with provisions of this policy shall result in disciplinary action being taken against the employee or his/her supervisor. Refusal by an employee to submit to a required drug test shall result in relief from duty and possible dismissal.
- I. DRUG TESTING/URINALYSIS

1. Applicants

Anyone who applies or re-applies for any position in City employment shall submit to a drug-screening urinalysis as part of their pre-employment medical exam.

a. The positive results of an applicant's drug test shall be grounds for rejection, provided that a physician has not previously issued a prescription for any drugs identified in the test.

b. Applicants found to test positively to a particular drug, whether obtained legally or illegally, may be rejected.

c. Any applicant refusing to submit to drug testing during the pre-employment exam shall be rejected.

2. Current Employees

All public service employees of the City of Natchitoches shall be required to submit to tests for illegal drugs or controlled dangerous substances as announced by the Department Head of his/her respective department.

Each employee shall be required to complete a medical questionnaire providing a complete list of all prescriptive medicines being taken at the time. As medicines change, the employee is required to update his questionnaire. These questionnaires will be kept in the Human Resources Department and shall remain confidential.

- a. All City employees are subject to random drug screening.
- b. A drug test shall become part of every promotional physical.
- c. Prior to assignment of a specialized unit, a drug test shall be required.
- d. A drug test shall be part of any investigation involving any accident or incident involving an employee of the City of Natchitoches or City property.
- e. A drug test may be given at any time there is a reasonable suspicion that any employee is illegally or abusively using a controlled substance or over-the-counter drug.
- f. A drug test shall be given to each employee returning to work from drug/alcohol rehabilitation.

3. Employees Assigned to Narcotics/vice Units

In addition to Section 2, any employees of the narcotics or vice unit shall be subject to periodic, unannounced drug testing at the direction of his/her supervisor.

4. Pre-disciplinary Hearings

Each employee should have the right to a pre-disciplinary hearing. He/she will have the right to present evidence and to explain the presence of drugs in his/her urine.

IV. PROCEDURES

A. OBTAINING URINE SAMPLES

1. Employees must be positively identified via picture ID prior to obtaining samples.
2. The room or rooms where the samples are taken must be free from any foreign substances.
3. Specimen collection will be witnessed without violating the employee's rights to privacy in a setting that will not demean, embarrass, or cause physical discomfort to the employee.

4. A form will be completed prior to the test to serve to establish current drugs being taken, whether prescription or over-the-counter.
5. The specimen shall be sealed, labeled, and checked against the identity of the employee. Samples shall be handled following appropriate rules of evidence and chain of custody.
6. Each employee or applicant may be required to go to the facility where the lab is located to submit to random testing or pre-employment testing.
7. Any testing done will be on the employer's time, and the employee will be compensated for his/her time spent.

#### B. PROCESSING URINE SAMPLES

1. The testing methods used shall be capable of identifying marijuana, cocaine, barbiturates, amphetamines, benzodiazepines, opiates, methadone, propoxyphenes, and PCP. Personnel utilized for testing shall be qualified and trained to conduct urinalysis.
2. The test shall consist of a two (2)-step procedure:
  - a. initial screening
  - b. confirmation by G.C./M.S.
3. An initial screening that proves to be positive shall be reported, not as a confirmation pending.
4. The time frame between a confirmation pending and a positive confirmation shall not exceed forty-eight (48) hours.
5. Notification of the confirmation pending or confirmation positive shall be reported initially to the Mayor.
6. Any sample which proves to be positive upon confirmation shall be retained for a period of at least twelve (12) months to allow the employee adequate time for further testing in case of dispute.
7. The laboratory selected for conduction testing shall be certified by the College of American Pathologists, and shall be experienced and capable of quality control, documentation, chain of custody techniques, and be willing to provide testimony in cases that result in adversary hearings.
8. Employees who are found to be drug free will be notified in writing and may, if they choose, have a copy of the notification placed in their personnel file.

#### C. ALCOHOL TESTING

The City shall implement a saliva test to determine just cause to believe that an employee is under the influence of alcohol. If positive results are obtained therefrom, then the employee shall be taken to the Natchitoches Parish Sheriff's Department where he/she shall submit to the breath test using the procedures established by the Department of Public Safety of the State of Louisiana. Test results shall be made known to the City's designated agent upon completion of the test. In the event the tests are positive (i.e. 0.01% or more), the employee shall be suspended or dismissed immediately as provided for in Section V. Employees who are found to be alcohol free shall be notified in writing and may, if he/she so chooses, have a copy of the notification placed in their personnel file.

V. PENALTIES

- A. Failure to comply with the intent of the policies and procedures contained herein shall result in dismissal or other disciplinary action.
- B. Unexplained positive test results shall be grounds for action by the Department Head and/or Mayor. This action may require the employee to submit to a mandatory substance abuse program, psychological counseling, medical treatment, or dismissal.
- C. Each case may be dealt with on an individual basis with all facts and circumstances being taken into consideration.
- D. Job action may result in cases of illegal drug use or abuse of legal prescriptions. These job actions may be transfer, demotions, or dismissal.
- E. All information received by the City through this program is deemed to be confidential communications.
- F. It is the intention of the City that this standard practice procedure be in conformity with R.S. 23:1601 (10) as enacted by Act 464 of the Regular Session of the Legislature in 1987.
- G. Any employee with a positive alcohol test result shall be subject to suspension, without pay, for a period of five (5) days. A second positive alcohol test shall result in dismissal."

**WHEREAS FURTHER**, the City Council of the City of Natchitoches desires to amend the section of the Personnel Policies Manual entitled "Drug and Alcohol Policy" so that the section will read as follows:

**"DRUG AND ALCOHOL POLICY"**

I. PURPOSE

The City of Natchitoches (hereinafter referred to as "the City") desires to foster and maintain a safe, healthful and productive environment for all of its employees and the public they serve. The City also recognizes the possible retention of federal and state funds for governmental units that do not make attempts to have a drug and alcohol free workplace. To that end, the City will act to eliminate any substance abuse that increases the potential for accidents, absenteeism, substandard performance, poor employee morale, as well as damage to City property and the community's reputation. The City intends for this to be an expression of its "zero tolerance" policy for drug and alcohol use and/or abuse among City employees to the fullest extent allowable under applicable laws, including but not limited to La. Rev. Stat. § 49:1001, et seq.

II. APPLIES TO

All employees of the City.

### III. POLICY

#### A. Narcotics, Controlled Dangerous Substances, Designer Drugs:

Employees of the City of Natchitoches shall not possess or ingest any narcotics, controlled dangerous substances, or designer drugs, unless prescribed for the employee by a physician duly licensed to practice medicine. Any violation of this policy or any narcotics violation, as defined and prescribed by applicable state or federal law, committed by a City employee while on duty or off duty, will be grounds for disciplinary action up to and including termination of employment.

#### B. Prescription Drugs: A City employee shall not bring any prescription drug into a City workplace or onto the City's premises unless the employee has a current prescription for said drug issued by a duly licensed medical practitioner in the name of the employee possessing it.

1. Validly possessed prescription drugs shall be used only in the manner, combination and quantity prescribed.
2. No employee shall operate City equipment — including but not limited to motor vehicles, motor patrols, and other apparatus — while taking prescription drugs, unless the prescribing physician advises the employee's supervisor in writing that the medication will not impair the employee's ability to safely operate the equipment.
3. Any employee who violates this policy or whose abuse of prescription drugs results in: (1) excessive absenteeism or tardiness; (2) accidents; or (3) unacceptable performance shall be referred to the appropriate City representative for resolution. Such employee's will also be subject to discipline as provided in paragraph V.

#### C. Alcoholic Beverages: Except as otherwise provided for herein, the use of alcoholic beverages by employees during working hours or on the City's property is also inconsistent with this policy's objective of fostering and maintaining a safe and efficient working environment. Accordingly, no employee shall use alcoholic beverages during working hours or report to work while under the influence of alcohol. Any employee who violates this policy will be subject to discipline as provided in Paragraph V. Duly authorized City functions at which alcoholic beverages are served shall be excepted from this subsection so long as participating employee's are not on duty or standby at the time of the function, and so long as participation does not violate other provisions of this Policy.

#### D. In furtherance of this Policy, all property belonging to the City, or provided for employee use by the City, shall be subject to inspection at any time. There shall be no expectation of privacy concerning any property belonging to the City.

1. "Property belonging to the City" shall include, but not be limited to vehicles (including any police-owned vehicles or vehicles belonging to the fire department) City-owned or City- provided computers, software, or peripheral devices, desks, work spaces, files, containers, foot lockers, etc.
2. Any employee's locker shall be subject to inspection at any time, in the presence of the employee, by the employee's immediate supervisor.

- E. Any City employee who has reasonable suspicion to believe that another City employee is in violation of Section III(A) of this Policy or involved in the illegal manufacture, possession or use of a dangerous or illegal substance shall immediately notify the Mayor or the Human Resources Director.
- F. Any City employee who has reason to believe that another employee is abusing the legal use of prescription drugs shall immediately notify the Mayor or the Human Resources Director.
- G. Any City employee required to take prescription drugs that may impair his/her abilities to drive a vehicle or to make split-second decisions shall report this to his/her immediate supervisor, prior to beginning work, who shall alter the employee's assignment without retribution to the employee.
- H. Failure to comply with any provision of this Policy shall result in disciplinary action being taken against the employee. Refusal by an employee to submit to a required drug test subjects the employee to immediate termination of employment.

I. Drug Testing -- Urinalysis

1. Applicants

Any person who applies or re-applies for any position in the City employment shall submit to a drug-screening urinalysis, conducted in accordance the standards and methods required by La. Rev. Stat. § 49:1001, et seq., as part of any pre-employment medical exam.

- a. A confirmed positive result on any applicant's drug test shall be grounds for applicant's rejection, unless a prescription for any drug identified in the test has been previously issued to the tested employee by a duly licensed medical practitioner.
- b. Applicants found to test positively for a particular drug, whether obtained legally or illegally, may be rejected.
- c. Any applicant refusing to submit to drug and/or alcohol testing during the pre-employment period shall be rejected.

2. Current Employees

- a. Each employee of the City of Natchitoches who holds a safety-sensitive or security-sensitive position shall be required to submit to random tests for drugs or alcohol, as prohibited by this Policy, as announced by the chief or supervisor of his/her respective department.
- b. Random testing, without prior notification to the employee as to the date and/or time, or scheduled testing of City employees for drugs and/or alcohol as prohibited by this Policy may also be performed under the following circumstances:
  - i. Prior to assignment of a City employee to a specialized unit, a drug test may be required.

- ii. A test for drugs and/or alcohol shall be conducted as a part of any investigation into any serious accident involving any City employee, with this test being conducted as soon as possible following the accident.
- iii. A test for drugs and/or alcohol may be conducted in connection with any accident or incident involving a City employee if the City has a reasonable suspicion that the presence of drugs or alcohol, as prohibited by this policy, was a cause of same.
- iv. A drug test may be given at any time there is a reasonable suspicion that any City employee is illegally or abusively using a controlled substance or over-the-counter drug.
- v. A test for drugs and/or alcohol may be given any time there is reasonable suspicion that the use or abuse of drugs and/or alcohol, as prohibited by this Policy, is inhibiting a City employee's work performance.
- vi. A test for drugs and/or alcohol shall be given to each City employee returning to work from drug/alcoholic rehabilitation or medical care, and may be repeated periodically thereafter for a period of no longer than two (2) years.

3. Employees Assigned to Narcotics / Vice Units

In addition to Section 2, any City employee assigned to a Narcotics or Vice Unit shall be subject to periodic, unannounced drug testing at the direction of his/her supervisor.

4. Medical Review Officer Oversight

In the event any City employee's drug screen is positive, the employee shall have the right to a timely meeting with a Medical Review Officer, and the employee will have the right to present evidence and to explain the presence of drugs in his/her test result.

5. Discipline

If a City employee tests positive for drugs and/or alcohol, as prohibited under this Policy, without an explanation acceptable to a duly authorized Medical Review Officer, the employee is immediately subject to disciplinary action up to and including the termination of employment.

IV. PROCEDURES

The City intends for the procedures set forth and embodied in this Policy to be consistent with, and as prescribed by, La. Rev. Stat. § 49:1001 et seq., as modified by La. Rev. Stat. § 23:1081 et seq. and 23:1601 et seq., which includes adherence to applicable guidelines as published by the National Institute on Drug Abuse ("NIDA") as well as other applicable standards regarding employee testing for drugs and alcohol, including those issued by the state and federal Department of Transportation.

A. Use of Certified Laboratories

All drug testing conducted under or in furtherance of this Policy shall be performed in an NIDA-certified laboratory, or a laboratory certified to conduct urine testing by the College of American Pathologists, utilizing appropriately experienced personnel capable of quality control, documentation, and chain of custody techniques. To be selected to conduct testing in furtherance of this Policy, the laboratory and personnel selected must be willing to provide testimony in cases that result in an adversary hearing.

B. Obtaining Urine Samples

1. Employees must be positively identified via a current, government-issued picture identification card prior to obtaining samples.
2. The room or rooms where the samples are taken must be reasonably clean and free from any foreign / possibly adulterating substances.
3. Specimen collection will be conducted without violating the employee's right to privacy and in a setting that will not demean, embarrass or cause physical discomfort to the employee. In the event that prudence suggests that the collection be monitored, as contemplated by La. Rev. Stat. § 49:1006(B), the City's Human Resources Director must be notified and must concur before monitored collection can be undertaken. If monitored collection is conducted, the monitor shall be of the same gender as the employee from whom the sample is being collected, and the monitor shall abide by all other safeguards afforded to the employee under the law and in this subsection.
4. The specimen taken shall be sealed, labeled and checked against the identity of the employee. Samples shall be properly secured and shall be handled following appropriate rules of evidence and chain of custody.
5. Each employee or applicant may be required to go to the facility where the lab is located to submit to random testing or pre-employment testing.
6. Any testing done will be on the employer's time and, except in the case of pre-employment screening, the employee being tested shall be compensated for his/her time in the same fashion and at the same pay rate as if the employee had been performing his / her normal work duties for the City.
7. If an employee's drug screen is positive, the employee shall meet with a Medical Review Officer who will complete a form that establishes the current drugs being taken by the employee, whether prescription or over-the-counter. If necessary following this procedure, the employee may be re-screened.

C. Processing Urine Samples

1. The testing methods used shall be capable of identifying marijuana, cocaine, barbiturates, amphetamines, benzediazepines, opiates, methadone, propoxyphenes and PCP. Personnel utilized for testing shall be qualified and trained to conduct urinalysis.

2. The test shall consist of a two-step procedure:
  - a. initial screening; and
  - b. confirmation by gas chromatograph and mass spectrometer ("G.C./M.S."), or the recognized equivalent as determined by the laboratory conducting the test and industry standards for confirmation at the time of the testing.
3. An initial screening that proves to be positive shall be reported, not as a positive test, but as a confirmation pending.
4. Notification of the confirmation pending or confirmation positive shall be reported initially to the Mayor of the Human Resources Director.
5. Any sample which proves to be positive upon confirmation shall be retained for a period of at least twelve (12) months to allow the employee adequate time for further testing in case of dispute.
6. Only employees whose drug screens are found to be confirmed positive will be notified.

C. Review by Medical Review Officer

1. All results of drug testing shall be reported directly from the laboratory to a qualified Medical Review Officer ("MRO") as provided in this section.
2. As used herein, an MRO shall be a licensed physician responsible for receiving laboratory results generated by the City who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's positive test result together with his medical history and any other relevant biomedical information.
3. A qualified, impartial MRO shall be appointed by the laboratory that conducted the City employee's test pursuant to this Policy.
4. The MRO shall review all confirmed positive drug testing results of employees and report such results to the City in compliance with NIDA guidelines or pursuant to statutory regulatory authority granted under La. Rev. Stat. § 23:1081, et seq. and/or La. Rev. Stat. § 23:1601 et seq. Negative results need not be reviewed by the MRO, but the negative result must be reported to the appropriate representative of the tested employee.
5. Confirmed positives on pre-employment drug testing may be reviewed by the MRO. The City in its discretion may choose to confirm a positive result of a pre-employment drug screen test, or not. If the City elects not to confirm the positive result, the City shall notify the pre-employment applicant of the positive drug screen result and offer the applicant the opportunity to pay for confirmation of that test and a review of that confirmation by an MRO. At the City's discretion, it may elect to allow the confirmation and review at without cost to the employee.
6. Adulterated specimens shall be reported as such to the MRO, with clarification as to the nature of the adulteration. The MRO shall contact the individual who submitted the specimen as outlined in the NIDA guidelines before making a final decision to verify a positive or report an adulteration.

D. Alcohol Testing

If reasonable suspicion suggests that a City employee is under the influence of alcohol while in the course and scope of his City employment, the employee shall be taken to the Natchitoches Parish Sheriff's Department, or other licensed and authorized alcohol testing facility, where he/she shall submit to a breath test to be administered and judged utilizing the procedures and standards recognized under applicable Louisiana law, as determined by the Sheriff's Department or authorized facility conducting the test. Test results shall be made known to the City's designated agent upon completion of the test. In the event that the results are positive (i.e. 0.01% or more), the employee shall be immediately subject to discipline under Section V of this Policy, up to and including the termination of his/her City employment.

V. PENALTIES

- A. Failure to comply with the intent of the policies and procedures contained herein shall result in disciplinary action up to and including termination of his/her City employment.
- B. Unexplained positive test results shall be grounds for action by the appointing authority, up to and including the termination of employment.
- C. Each case shall be dealt with on an individual basis with all facts and circumstances being taken into consideration.
- D. Any and all disciplinary action taken for violations of this Policy shall be in accordance Civil Service rules or other procedures then in effect to protect civilian employees. Any employee who is qualified under a Civil Service plan and who is disciplined as a result of this Policy shall have the right to appeal to the Municipal Civil Service or to the Municipal Fire and Police Service Board.
- E. All information received by the City through or in furtherance of this Policy is deemed to be a confidential communication and shall so remain unless disclosure is required by law or other validly issued legal process.
- F. It is the intention of the City that this standard practice procedure be in conformity with La. Rev. Stat. § 23:1601(10) as enacted by Act 464 of the Regular Session of the Legislature in 1987.”

**WHEREAS FURTHER**, the City Council of the City of Natchitoches desires to amend the Personnel Policies Manual to add a section to the preamble which section shall be entitled “Employee Status” and said section will read as follows:

**“EMPLOYEE STATUS**

With the exception of certain employees in the police and fire departments, employment with the City of Natchitoches with any other employee is considered to be ‘employment-at-will’.”

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

**SECTION 1.** That the section of the Personnel Policies Manual entitled “Introductory Statement” be amended and reenacted to read as follows:

**“INTRODUCTORY STATEMENT”**

This handbook is designed to acquaint you with the City of Natchitoches and provide you with information about working condition, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by the City of Natchitoches to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth. The manual does not constitute an employment contract between the City and its employees.

No employee handbook can anticipate every circumstance or question about policy. Because the City of Natchitoches continues to grow, the City of Natchitoches reserves the right to revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, at its sole and absolute discretion. Employees will, of course, be notified of such changes to the handbook as they occur.

This version of the Personnel Policies Manual of the City of Natchitoches supersedes and replaces any and all personnel policy memos, handbooks, and/or manuals, which have been previously distributed.”

**SECTION 2.** That the section of the Personnel Policies Manual entitled “Employment Categories” be amended and reenacted to read as follows:

**“EMPLOYMENT CATEGORIES”**

Each employee is designated as “non-exempt” or “exempt” from Federal and State Wage and Hour Laws. “Non-exempt” employees are entitled to overtime pay under the specific provisions of federal and state laws. “Exempt” employees are excluded from specific provisions of Federal and State Wage and Hour Laws. An employee’s “exempt” or “non-exempt” classification may be changed only upon written notification by the City of Natchitoches’ management.

Exempt employees are the Mayor, Department Heads, and others whose duties and responsibilities allow them to be “exempt” from overtime pay provisions as provided by the Federal Fair Labor Standards Act (FLSA) and any applicable state laws. If you are an exempt employee, you will be advised that you are in this classification at the time you are hired, transferred, or promoted. Exempt employees shall receive up to five (5) days annually of administrative leave. All administrative leave shall be used by the last payroll date of the calendar year. Please contact the payroll department for a cut-off date.

In addition to the above categories, each employee will belong to one other employment category.

**REGULAR FULL-TIME** employees are those who are not in a temporary or introductory status and who are regularly scheduled to work at least thirty-five (35) hours per week on the City of Natchitoches’ full-time schedule. Generally,

they are eligible for the City of Natchitoches' benefits package, subject to terms, conditions, and limitations of each benefit program.

PART-TIME employees are those who are not assigned to a temporary or introductory status and who are regularly scheduled to work less than thirty-five (35) hours per week. While they do receive all legally mandated benefits (such as Social Security and Workers' Compensation Insurance), they are INELIGIBLE for all the City of Natchitoches' other benefit programs.

INTRODUCTORY are those whose performance is being evaluated to determine whether further employment in a specific position with the City of Natchitoches is appropriate. Employees who satisfactorily complete the introductory period will be notified of their new employment classification.

TEMPORARY employees are those who are hired as interim replacements to temporarily supplement the work force or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially-stated period does not in any way imply a change in employment status. Temporary employees retain that status unless they are notified of a change. While temporary employees receive all legally mandated benefits (such as Workers' Compensation Insurance and Social Security), they are INELIGIBLE for all of the City of Natchitoches' other benefit programs."

**SECTION 3.** That the section of the Personnel Policies Manual entitled "Overtime Pay" be amended and reenacted to read as follows:

### **"OVERTIME PAY**

From time to time, it may be necessary for you to perform overtime work in order to complete a job on time. Your supervisor must approve all overtime work in advance. When it is necessary to work overtime, you are expected to cooperate as a condition of your employment. There are two types of overtime work:

1. **Scheduled Overtime:** Scheduled overtime work is announced in advance and generally will involve an entire department. This type of overtime becomes part of the required workweek of the people who are members of the department. If you need to be excused from performing scheduled overtime, speak with your supervisor. He or she will consider your situation and the requirements of the department in deciding whether you may be excused from performing the scheduled overtime.
2. **Incidental/Call Back Overtime:** Incidental overtime isn't scheduled; it becomes necessary in response to extenuating circumstances. It is extra time needed to complete work normally completed during regular hours. Incidental overtime may become necessary when an illness or emergency keeps co-workers from being at work as anticipated. It may require you to return to the work place for emergency work. The opportunity to perform incidental overtime will be given first to the employee who normally performs the task. If that employee cannot perform the overtime, the supervisor will offer the overtime to a suitably qualified person who is available to perform the overtime work.

Non-exempt employees will be paid their scheduled hours for holiday pay, plus overtime, one and on half (1 ½), for any hours worked on the holiday, unless it is your scheduled day to work, then you will be paid straight time for the holiday and straight time for work. Holiday, vacation and sick time are not counted toward you forty (40) hour week.”

**SECTION 4.** That the section of the Personnel Policies Manual entitled “Pay Period and Hours” be amended and reenacted to read as follows:

**“PAY PERIOD AND HOURS**

Our payroll workweek begins on Sunday at 12:01 a.m. and ends on Saturday at 12:00 midnight.”

**SECTION 5.** That the section of the Personnel Policies Manual entitled “Cafeteria Plan” be amended and reenacted to read as follows:

**“CAFETERIA PLAN**

The City has established a Cafeteria Plan under the laws of the State of Louisiana. Under the Cafeteria Plan, there are conditions which must be met in order to qualify. Contact the Personnel Department for enrollment information.”

**SECTION 6.** That the section of the Personnel Policies Manual entitled “Drug and Alcohol Policy” be amended and reenacted to read as follows:

**“DRUG AND ALCOHOL POLICY**

I. **PURPOSE**

The City of Natchitoches (hereinafter referred to as “the City”) desires to foster and maintain a safe, healthful and productive environment for all of its employees and the public they serve. The City also recognizes the possible retention of federal and state funds for governmental units that do not make attempts to have a drug and alcohol free workplace. To that end, the City will act to eliminate any substance abuse that increases the potential for accidents, absenteeism, substandard performance, poor employee morale, as well as damage to City property and the community's reputation. The City intends for this to be an expression of its “zero tolerance” policy for drug and alcohol use and/or abuse among City employees to the fullest extent allowable under applicable laws, including but not limited to La. Rev. Stat. § 49:1001, et seq.

II. **APPLIES TO**

All employees of the City.

III. **POLICY**

A. **Narcotics, Controlled Dangerous Substances, Designer Drugs:**

Employees of the City of Natchitoches shall not possess or ingest any narcotics, controlled dangerous substances, or designer drugs, unless prescribed for the employee by a physician duly licensed to practice medicine. Any violation of this policy or any narcotics violation, as defined and prescribed by applicable state or

federal law, committed by a City employee while on duty or off duty, will be grounds for disciplinary action up to and including termination of employment.

- B. Prescription Drugs: A City employee shall not bring any prescription drug into a City workplace or onto the City's premises unless the employee has a current prescription for said drug issued by a duly licensed medical practitioner in the name of the employee possessing it.
1. Validly possessed prescription drugs shall be used only in the manner, combination and quantity prescribed.
  2. No employee shall operate City equipment — including but not limited to motor vehicles, motor patrols, and other apparatus — while taking prescription drugs, unless the prescribing physician advises the employee's supervisor in writing that the medication will not impair the employee's ability to safely operate the equipment.
  3. Any employee who violates this policy or whose abuse of prescription drugs results in: (1) excessive absenteeism or tardiness; (2) accidents; or (3) unacceptable performance shall be referred to the appropriate City representative for resolution. Such employee's will also be subject to discipline as provided in paragraph V.
- C. Alcoholic Beverages: Except as otherwise provided for herein, the use of alcoholic beverages by employees during working hours or on the City's property is also inconsistent with this policy's objective of fostering and maintaining a safe and efficient working environment. Accordingly, no employee shall use alcoholic beverages during working hours or report to work while under the influence of alcohol. Any employee who violates this policy will be subject to discipline as provided in Paragraph V. Duly authorized City functions at which alcoholic beverages are served shall be excepted from this subsection so long as participating employee's are not on duty or standby at the time of the function, and so long as participation does not violate other provisions of this Policy.
- D. In furtherance of this Policy, all property belonging to the City, or provided for employee use by the City, shall be subject to inspection at any time. There shall be no expectation of privacy concerning any property belonging to the City.
1. "Property belonging to the City" shall include, but not be limited to vehicles (including any police-owned vehicles or vehicles belonging to the fire department) City-owned or City- provided computers, software, or peripheral devices, desks, work spaces, files, containers, foot lockers, etc.
  2. Any employee's locker shall be subject to inspection at any time, in the presence of the employee, by the employee's immediate supervisor.
- E. Any City employee who has reasonable suspicion to believe that another City employee is in violation of Section III(A) of this Policy or involved in the illegal manufacture, possession or use of a dangerous or illegal substance shall immediately notify the Mayor or the Human Resources Director.
- F. Any City employee who has reason to believe that another employee is abusing the legal use of prescription drugs shall immediately notify the Mayor or the Human Resources Director.
- G. Any City employee required to take prescription drugs that may impair his/her abilities to drive a vehicle or to make split-second decisions shall report this to

his/her immediate supervisor, prior to beginning work, who shall alter the employee's assignment without retribution to the employee.

H. Failure to comply with any provision of this Policy shall result in disciplinary action being taken against the employee. Refusal by an employee to submit to a required drug test subjects the employee to immediate termination of employment.

I. Drug Testing — Urinalysis

1. Applicants

Any person who applies or re-applies for any position in the City employment shall submit to a drug-screening urinalysis, conducted in accordance the standards and methods required by La. Rev. Stat. § 49:1001, et seq., as part of any pre-employment medical exam.

- a. A confirmed positive result on any applicant's drug test shall be grounds for applicant's rejection, unless a prescription for any drug identified in the test has been previously issued to the tested employee by a duly licensed medical practitioner.
- b. Applicants found to test positively for a particular drug, whether obtained legally or illegally, may be rejected.
- c. Any applicant refusing to submit to drug and/or alcohol testing during the pre-employment period shall be rejected.

2. Current Employees

- a. Each employee of the City of Natchitoches who holds a safety-sensitive or security-sensitive position shall be required to submit to random tests for drugs or alcohol, as prohibited by this Policy, as announced by the chief or supervisor of his/her respective department.
- b. Random testing, without prior notification to the employee as to the date and/or time, or scheduled testing of City employees for drugs and/or alcohol as prohibited by this Policy may also be performed under the following circumstances:
  - i. Prior to assignment of a City employee to a specialized unit, a drug test may be required.
  - ii. A test for drugs and/or alcohol shall be conducted as a part of any investigation into any serious accident involving any City employee, with this test being conducted as soon as possible following the accident.
  - iii. A test for drugs and/or alcohol may be conducted in connection with any accident or incident involving a City employee if the City has a reasonable suspicion that the presence of drugs or alcohol, as prohibited by this policy, was a cause of same.
  - iv. A drug test may be given at any time there is a reasonable suspicion that any City employee is illegally or abusively using a controlled substance or over-the-counter drug.

- v. A test for drugs and/or alcohol may be given any time there is reasonable suspicion that the use or abuse of drugs and/or alcohol, as prohibited by this Policy, is inhibiting a City employee's work performance.
- vi. A test for drugs and/or alcohol shall be given to each City employee returning to work from drug/alcoholic rehabilitation or medical care, and may be repeated periodically thereafter for a period of no longer than two (2) years.

3. Employees Assigned to Narcotics / Vice Units

In addition to Section 2, any City employee assigned to a Narcotics or Vice Unit shall be subject to periodic, unannounced drug testing at the direction of his/her supervisor.

4. Medical Review Officer Oversight

In the event any City employee's drug screen is positive, the employee shall have the right to a timely meeting with a Medical Review Officer, and the employee will have the right to present evidence and to explain the presence of drugs in his/her test result.

5. Discipline

If a City employee tests positive for drugs and/or alcohol, as prohibited under this Policy, without an explanation acceptable to a duly authorized Medical Review Officer, the employee is immediately subject to disciplinary action up to and including the termination of employment.

IV. PROCEDURES

The City intends for the procedures set forth and embodied in this Policy to be consistent with, and as prescribed by, La. Rev. Stat. § 49:1001 et seq., as modified by La. Rev. Stat. § 23:1081 et seq. and 23:1601 et seq., which includes adherence to applicable guidelines as published by the National Institute on Drug Abuse ("NIDA") as well as other applicable standards regarding employee testing for drugs and alcohol, including those issued by the state and federal Department of Transportation.

A. Use of Certified Laboratories

All drug testing conducted under or in furtherance of this Policy shall be performed in an NIDA-certified laboratory, or a laboratory certified to conduct urine testing by the College of American Pathologists, utilizing appropriately experienced personnel capable of quality control, documentation, and chain of custody techniques. To be selected to conduct testing in furtherance of this Policy, the laboratory and personnel selected must be willing to provide testimony in cases that result in an adversary hearing.

B. Obtaining Urine Samples

- 1. Employees must be positively identified via a current, government-issued picture identification card prior to obtaining samples.
- 2. The room or rooms where the samples are taken must be reasonably clean and free from any foreign / possibly adulterating substances.

3. Specimen collection will be conducted without violating the employee's right to privacy and in a setting that will not demean, embarrass or cause physical discomfort to the employee. In the event that prudence suggests that the collection be monitored, as contemplated by La. Rev. Stat. § 49:1006(B), the City's Human Resources Director must be notified and must concur before monitored collection can be undertaken. If monitored collection is conducted, the monitor shall be of the same gender as the employee from whom the sample is being collected, and the monitor shall abide by all other safeguards afforded to the employee under the law and in this subsection.
4. The specimen taken shall be sealed, labeled and checked against the identity of the employee. Samples shall be properly secured and shall be handled following appropriate rules of evidence and chain of custody.
5. Each employee or applicant may be required to go to the facility where the lab is located to submit to random testing or pre-employment testing.
6. Any testing done will be on the employer's time and, except in the case of pre-employment screening, the employee being tested shall be compensated for his/her time in the same fashion and at the same pay rate as if the employee had been performing his / her normal work duties for the City.
7. If an employee's drug screen is positive, the employee shall meet with a Medical Review Officer who will complete a form that establishes the current drugs being taken by the employee, whether prescription or over-the-counter. If necessary following this procedure, the employee may be re-screened.

C. Processing Urine Samples

1. The testing methods used shall be capable of identifying marijuana, cocaine, barbiturates, amphetamines, benzediazepines, opiates, methadone, propoxyphenes and PCP. Personnel utilized for testing shall be qualified and trained to conduct urinalysis.
2. The test shall consist of a two-step procedure:
  - a. initial screening; and
  - b. confirmation by gas chromatograph and mass spectrometer ("G.C./M.S"), or the recognized equivalent as determined by the laboratory conducting the test and industry standards for confirmation at the time of the testing.
3. An initial screening that proves to be positive shall be reported, not as a positive test, but as a confirmation pending.
4. Notification of the confirmation pending or confirmation positive shall be reported initially to the Mayor of the Human Resources Director.
5. Any sample which proves to be positive upon confirmation shall be retained for a period of at least twelve (12) months to allow the employee adequate time for further testing in case of dispute.

6. Only employees whose drug screens are found to be confirmed positive will be notified.

C. Review by Medical Review Officer

1. All results of drug testing shall be reported directly from the laboratory to a qualified Medical Review Officer ("MRO") as provided in this section.
2. As used herein, an MRO shall be a licensed physician responsible for receiving laboratory results generated by the City who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's positive test result together with his medical history and any other relevant biomedical information.
3. A qualified, impartial MRO shall be appointed by the laboratory that conducted the City employee's test pursuant to this Policy.
4. The MRO shall review all confirmed positive drug testing results of employees and report such results to the City in compliance with NIDA guidelines or pursuant to statutory regulatory authority granted under La. Rev. Stat. § 23:1081, et seq. and/or La. Rev. Stat. § 23:1601 et seq. Negative results need not be reviewed by the MRO, but the negative result must be reported to the appropriate representative of the tested employee.
5. Confirmed positives on pre-employment drug testing may be reviewed by the MRO. The City in its discretion may choose to confirm a positive result of a pre-employment drug screen test, or not. If the City elects not to confirm the positive result, the City shall notify the pre-employment applicant of the positive drug screen result and offer the applicant the opportunity to pay for confirmation of that test and a review of that confirmation by an MRO. At the City's discretion, it may elect to allow the confirmation and review at without cost to the employee.
6. Adulterated specimens shall be reported as such to the MRO, with clarification as to the nature of the adulteration. The MRO shall contact the individual who submitted the specimen as outlined in the NIDA guidelines before making a final decision to verify a positive or report an adulteration.

D. Alcohol Testing

If reasonable suspicion suggests that a City employee is under the influence of alcohol while in the course and scope of his City employment, the employee shall be taken to the Natchitoches Parish Sheriff's Department, or other licensed and authorized alcohol testing facility, where he/she shall submit to a breath test to be administered and judged utilizing the procedures and standards recognized under applicable Louisiana law, as determined by the Sheriff's Department or authorized facility conducting the test. Test results shall be made known to the City's designated agent upon completion of the test. In the event that the results are positive (i.e. 0.01% or more), the employee shall be immediately subject to discipline under Section V of this Policy, up to and including the termination of his/her City employment.

V. PENALTIES

- A. Failure to comply with the intent of the policies and procedures contained herein shall result in disciplinary action up to and including termination of his/her City employment.
- B. Unexplained positive test results shall be grounds for action by the appointing authority, up to and including the termination of employment.
- C. Each case shall be dealt with on an individual basis with all facts and circumstances being taken into consideration.
- D. Any and all disciplinary action taken for violations of this Policy shall be in accordance Civil Service rules or other procedures then in effect to protect civilian employees. Any employee who is qualified under a Civil Service plan and who is disciplined as a result of this Policy shall have the right to appeal to the Municipal Civil Service or to the Municipal Fire and Police Service Board.
- E. All information received by the City through or in furtherance of this Policy is deemed to be a confidential communication and shall so remain unless disclosure is required by law or other validly issued legal process.
- F. It is the intention of the City that this standard practice procedure be in conformity with La. Rev. Stat. § 23:1601(10) as enacted by Act 464 of the Regular Session of the Legislature in 1987.”

**SECTION 7.** That a section shall be added to the Personnel Policies Manual to be entitled “Employee Status” which said section shall read as follows:

**“EMPLOYEE STATUS**

With the exception of certain employees in the police and fire departments, employment with the City of Natchitoches with any other employee is considered to be ‘employment-at-will’.”

**SECTION 8.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

**SECTION 9.** 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 10.** This Ordinance shall go into effect upon publication and in accordance with law, but shall become effective no earlier than February 7, 2010.

**SECTION 11.** It is the Intention of the City Council that the Policy embodied in Section 4 of this Ordinance be entirely consistent with the spirit and intent of all applicable provisions of La. Rev. Stat. § 49:1001, et seq., as modified by La. Rev. Stat. § 23:1601 et seq. and La. Rev. Stat. §

23:1601, et seq., as well as any other applicable state or federal laws, including but not limited to those promulgated by the Department of Transportation. Limited only to the extent that any provision of the above-referenced Policy impermissibly conflicts with any of the referenced enactments, it is the intent of the City Council that the conflicting provisions of said enactments prevail.

**SECTION 12.** It is the intention of the City council and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Personnel Policies and Procedures Manual for the City of Natchitoches and the sections of the Ordinance may be numbered or renumbered to accomplish such intention and in particular, it is ordained that it is intended that this be an amendment and restatement of the Personnel Policies and Procedures of the City of Natchitoches.

**ORDINANCE NO. 087 OF 2009**

**AN ORDINANCE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ADVERTISE AN AIRPORT HANGER AND SPACE FOR LEASE, ESTABLISHING THE TERMS AND CONDITIONS FOR SAID LEASE WHICH WILL INCLUDE OBLIGATION OF LESSEE TO PROVIDE AN EXPERIENCED AIRCRAFT MECHANIC AND AIRCRAFT MECHANICS SHOP FOR FIXED WING AND ROTOR WING AIRCRAFT, AUTHORIZING MAYOR TO EXECUTE LEASE AFTER DUE ADVERTISEMENTS AND COMPLIANCE WITH LAW IN ACCORDANCE LOUISIANA REVISED STATUTES 2:135.1**

**WHEREAS**, the City of Natchitoches, Louisiana, desires to lease certain property at the Natchitoches Regional Airport which includes a hangar and all appurtenances pertaining thereto; and

**WHEREAS FURTHER**, the purpose of the lease is to retain a lessee who will operate a full-time mechanic shop for the maintenance and repair of fixed wing and rotor wing aircraft to be situated on the leased premises; and

**WHEREAS FURTHER**, the property to be leased is more particularly described as follows:

Lot 5 of Natchitoches Regional Airport as per the Airport Layout Plan, containing 0.92 acre, as is more fully shown on a Certificate of Survey by A. J. Brouillette, R. S., dated August 29, 1974, recorded in Conveyance Book 336, page 208, all of the Records of Natchitoches Parish, Louisiana, together with all improvements including the hangar and all appurtenances pertaining thereto, situated on said Lot 1.

**WHEREAS FURTHER**, the proposed lease is on file with the City Clerk and provides, among other things, for the following terms and conditions, to-wit:

The initial term of the lease will be for a period of not less than 3 years, with a monthly rental of not less than Two Hundred Dollars and No/100 (\$200.00), with one (1) option for an additional two year period providing for a monthly rental of not less than Two Hundred Dollars and No/100 (\$200.00);

Lessee will pay all utilities and will provide for all major maintenance and upkeep of the hangar and grounds adjacent to the hangar;

No gasoline sales to the public will be permitted on the premises by the lessee;

Lessee will provide for the operation of a full-time mechanic shop for the repair and maintenance of fixed wing and rotor wing aircraft; including the providing of at least one qualified mechanic;

Lessee must comply with all requirements of the Federal Aviation Administration and the Division of Aviation, Louisiana Department of Transportation and Development;

Lessee will comply with all standard requirements and obligations contained in customary City airport facility leases, and in particular with those terms and conditions contained in the sample lease on file with the City Clerk.

Lessee will provide for liability insurance in amount sufficient to the requirements of the City.

**WHEREAS FURTHER**, the presence of a certified aviation maintenance facility is very important to the continued success and development of the Natchitoches Regional Airport, and the proposed lease includes a condition that the lessee will provide a certified aviation maintenance facility during the term of the lease and any extension thereof; and

**WHEREAS FURTHER**, the proposed lease has been reviewed by the Natchitoches Airport Advisory Commission and approved by that body which recommends same to the City Council;

**NOW THEREFORE, BE IT ORDAINED** by the City Council that said sample lease (which is attached to this ordinance) be filed with the City Clerk, and that this Ordinance be published in the Natchitoches Times, once a week for three consecutive weeks.

**BE IT FURTHER ORDAINED** that public bids will be taken on January 25, 2009, at the regular meeting of the City Council, at 7:00 o'clock p.m., at the City Hall, and at that time sealed bids will be opened and read aloud, with the City reserving the right reject any and all bids.

**BE IT FURTHER ORDAINED** by the City Council, in legal session convened, that the Mayor, Wayne McCullen, be authorized to incorporate in the said lease such terms and conditions as he deems appropriate, using the said sample lease guidelines, but he is authorized to make such changes or additions as he deems necessary to reflect the general intent of this ordinance and the advertisement of bids, and said Mayor is further authorized to execute said lease at such time as the legal delays have run, the bids have been opened and read aloud, and a successful bidder has been selected by the City Council.

This Ordinance was introduced on this the 14<sup>th</sup> day of December, 2009, at a regular meeting of the City Council.

**NOTICE OF ADVERTISEMENT FOR THE TAKING OF BIDS FOR A LEASE  
OF AIRPORT HANGER AND OPERATION OF AIRCRAFT MAINTENANCE SHOP  
AT NATCHITOCHEES REGIONAL AIRPORT**

**NOTICE** is hereby given to the public, that under the provisions of LA R. S. 2:135.1, the CITY OF NATCHITOCHEES is soliciting bids for the following purposes:

The City of Natchitoches proposes to lease the following described property to the best and highest bidder under the following terms and conditions, to-wit:

Lot 5 of Natchitoches Regional Airport as per the Airport Layout Plan, containing 0.92 acre, as is more fully shown on a Certificate of Survey by A. J. Brouillette, R. S., dated August 29, 1974, recorded in Conveyance Book 336, page 208, all of the Records of Natchitoches Parish, Louisiana, together with all improvements including the hanger and all appurtenances pertaining thereto, situated on said Lot 1.

The minimum conditions of the proposed lease shall include the following, to-wit:

The initial term of the lease will be for a period of not less than 3 years, with a monthly rental of not less than Two Hundred Dollars and No/100 (\$200.00) dollars, with one (1) option for an additional two year period providing for a monthly rental of not less than Two Hundred Dollars and No/100 (200.00) Dollars;

Lessee will pay all utilities and will provide for all major maintenance and upkeep of the hanger and grounds adjacent to the hanger;

No gasoline sales to the public will be permitted on the premises by the lessee;

Lessee will provide for the operation of a full-time mechanic shop for the repair and maintenance of fixed wing and rotor wing aircraft; including the providing of at least one qualified mechanic;

Lessee must comply with all requirements of the Federal Aviation Administration and the Division of Aviation, Louisiana Department of Transportation and Development;

Lessee will comply with all standard requirements and obligations contained in customary City airport facility leases, and in particular with those terms and conditions contained in the sample lease on file with the City Clerk.

Lessee will provide for liability insurance in amount sufficient to the requirements of the City.

A copy of the lease, containing the minimum obligations of the lessee is on file with the City Clerk and is open to inspection by prospective bidders and the general public.

**NOTICE** is further given that sealed bids will be taken by the City of Natchitoches and will be opened and read aloud at the regular City Council Meeting to be held on the 25<sup>th</sup> day of January, 2009, at 7:00 p. m., at the City Hall.

The City of Natchitoches reserves the right to reject any and all bids in accordance with law.

This Notice is given pursuant to Ordinance No. 087 of 2009, dated the 14<sup>th</sup> day of December, 2009.

By Ordinance of the City Council of  
the City of Natchitoches, Louisiana.

**STATE OF LOUISIANA  
PARISH OF NATCHITOCHE**

**AIRPORT HANGER LEASE FOR AIRCRAFT MAINTENANCE SHOP**

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

**THE CITY OF NATCHITOCHE**, a Louisiana municipal corporation organized and operating under a Home Rule Charter, represented herein by Wayne McCullen, Mayor, duly authorized to act herein by Ordinance No. 087 of 2009, a copy of which is attached hereto and made a part hereof (hereinafter called "**CITY**" or "**LESSOR**");

**AND**

**CHRISTOPHER SMITH, d/b/a AERO-MECH**, with mailing address of 510 Airport Road, Natchitoches, Louisiana, 71457, represented herein by Christopher Smith, duly authorized to act herein, (hereinafter called "**LESSEE**")

**BOTH OF WHOM DECLARED AS FOLLOWS:**

**1.**

The **LESSOR** hereby leases to the **LESSEE**, the following described property, to-wit:

Lot 5 of Natchitoches Regional Airport as per the Airport Layout Plan, containing 0.92 acre, as is more fully shown on a Certificate of Survey by A. J. Brouillette, R. S., dated August 29, 1974, recorded in Conveyance Book 336, page 208, all of the Records of Natchitoches Parish, Louisiana, together with all improvements including the hanger and all appurtenances pertaining thereto, situated on said Lot 5.

**2.**

The initial or primary term of this lease shall be for a period of three (3) years, commencing on the 1st day of January, 2010, and continuing through midnight on the 31st day of December, 2012.

**3.**

The rental for this lease shall be the payment by the **LESSEE** the **LESSOR** of the sum of \$200.00 per month, payable in advance the first day of each month, commencing on the 1st day of January, 2010, and continuing on the same day of each successive month throughout the

term of this lease. In the event of failure to pay any months' rent within ten (10) days of due date, the **LESSEE** agrees to pay a penalty of \$50.00 for each late payment.

As additional consideration and a condition of this lease, the **LESSEE** agrees to maintain an aviation maintenance facility for the maintenance and repair of fixed wing and rotor wing aircraft for the public at the Natchitoches Regional Airport during the term of this lease or any extension thereof. **LESSEE** further agrees to employ at least one (1) full-time, qualified aircraft mechanic, keeping current all related maintenance and airframe licensing. **LESSEE** will provide for all necessary tools, equipment and machinery necessary for the operation of a full service aircraft mechanic shop.

4.

The **LESSEE** is given the option to extend the term of this lease for an additional two (2) year period, under the same terms and conditions. If the **LESSEE** desires to exercise this option, it must notify the **CITY** in writing of its intention to extend the lease at least sixty (60) days prior to the termination date of the initial term.

5.

It is understood and agreed that the leased premises are a part of the Natchitoches Regional Airport and nothing herein shall construed to grant or authorized the granting of an exclusive right within the meaning of Section 308(A) of the Civil Aeronautics Act of 1958. The **LESSEE** understands and agrees that the lease is subordinate to any rules, regulations, and orders of the Federal Aviation Administration and the Division of Aviation, Louisiana Department of Transportation and Development. During the time of war or National emergency, the **CITY** has the right to lease any part hereof to the United States Government for Military or Naval use, and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease of the government shall be suspended.

6.

The premises shall be used by **LESSEE** only for the purpose of operating an aircraft mechanics shop, including the repair, maintenance, and servicing of fixed wing and rotor wing aircraft, and related purposes. No portion of the leased premises shall be used for any other purpose and the **LESSEE** is specifically prohibited from subleasing all or any portion of the leased premises or assigning this lease in whole or part to any other person or firm without the express written permission of the **CITY**.

7.

a. Lessee will pay all utilities and provide for all major maintenance and upkeep of the hanger and grounds adjacent to the hanger subject to this lease, but shall not be responsible for maintenance or repairs to the overhead door system. It is understood that the **LESSEE** shall abide by the Sanitary Code of the City of Natchitoches, and any other codes prescribed by City. **LESSEE** shall have the privilege of installing electricity, water, gas, telephone, and other utilities at its cost. All utility costs shall be borne by the **LESSEE**.

b. The **LESSEE** shall not sell gasoline or aviation fuel on the premises. The **LESSEE** shall have the right to store aviation fuel or the exclusive use of **LESSEE**, but all storage and dispensing equipment, tanks, and appurtenances shall comply with all local, state, and federal law and regulations.

c. Any mechanics, helpers, or other employees of the **LESSEE** all be the employees of the **LESSEE** and it is specifically understood and agreed that such employees are employees of the **LESSEE** and not the City. It is understood that this is a Lease agreement and this contract shall not be construed in any fashion at would make the **LESSEE** or its employees as agents or employees the **CITY** in any way.

d. The leased premises are in good condition and the **LESSEE** accepts same in said condition, and covenants and agrees to maintain all buildings and other improvements located thereon in a good and safe condition and as neat and clean as practicable. No noxious activities shall be conducted on the premises.

e. During the term of this lease the **LESSEE** shall be responsible, at its cost, for the maintenance and repair of all electrical, plumbing, and mechanical facilities on the leased premises, and shall return same in such condition as received at the conclusion of this lease. The **CITY** shall not be responsible for any maintenance and/or repair of the building or improvements except for structural repairs to the roof and ceiling of the hanger.

f. The **LESSEE** shall have the right to install such equipment and machinery as it deems necessary to carry on its contemplated activities, but agrees that it will not damage the hanger or other improvements in the installation of such equipment. The **LESSEE** agrees to remove all of its equipment within thirty days after the termination of this lease. If such equipment is not removed, the **CITY** may remove and store said equipment and charge the **LESSEE** for the actual out-of-pocket expenses incurred, plus a storage fee of \$70.00 per week, or fraction thereof.

g. **LESSEE** hereby covenants and agrees to protect, indemnify and hold harmless **LESSOR** against loss or damage (including damage to persons or property), arising from the operation and negligent acts of **LESSEE**, or its agents, officers, employees, or invitees, and shall have or obtain, and maintain in force, a policy or policies of insurance with companies satisfactory to the **CITY**, efficient in form to protect the **CITY** and the public against damages and liability arising from the operations of **LESSEE** in an amount not less than \$500,000.00 per occurrence.

h. The **CITY** will carry such fire or other casualty insurance on the building as it elects, and the **CITY** shall have responsibility for the carrying of such insurance.

#### 8.

If the **LESSEE** shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants or conditions for period of fifteen (15) days after written notices to cease such violations, **LESSOR** may at once, if it so elects, terminate this lease and take possession of the leased premises, reserving the right to sue for any past due rent or other damages, including attorney fees.

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

**STATE OF LOUISIANA  
PARISH OF NATCHITOCHES**

**THUS DONE AND SIGNED** by the parties on this the \_\_\_\_ day of \_\_\_\_\_, 2009, before the undersigned Notary Public and witnesses, at Natchitoches, Louisiana.

**WITNESSES:**

**CITY OF NATCHITOCHES, LOUISIANA  
(Lessor)**

\_\_\_\_\_  
  
\_\_\_\_\_

By: \_\_\_\_\_  
**Wayne McCullen (Mayor)**

\_\_\_\_\_  
**Daniel T. Murchison, Jr.  
Bar Roll No. 20307**

**STATE OF LOUISIANA  
PARISH OF NATCHITOCHES**

**THUS DONE AND SIGNED** by the parties on this the \_\_\_\_ day of \_\_\_\_\_, 2009, before the undersigned Notary Public and witnesses, at Natchitoches, Louisiana.

**WITNESSES:**

**AERO-MECH, (Lessee)**

\_\_\_\_\_  
  
\_\_\_\_\_

By: \_\_\_\_\_  
**Christopher Smith**

\_\_\_\_\_  
**Christopher Smith, Individually  
(Lessee)**

\_\_\_\_\_  
**Daniel T. Murchison, Jr.**

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

**ORDINANCE NO. 077 OF 2009**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHE, LOUISIANA, TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE STATE OF LOUISIANA, DEPARTMENT OF TREASURY, FOR THE LINE ITEM APPROPRIATION FOR THE 83<sup>rd</sup> ANNUAL NATCHITOCHE CHRISTMAS FESTIVAL**

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

**WHEREAS FURTHER**, Article VII, Section 14 (c) of the Constitution of the State of Louisiana provides that “for a public purpose, the State and its political subdivision . . . may engage in cooperative endeavors with each other . . .”; and

**WHEREAS FURTHER**, Act 122 of the 2009 Regular Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of state funds, and said Act 122 contains a line item appropriation which the AGENCY is responsible for monitoring and other matters under the Act and referenced Executive Order, for the benefit of the City of which the sum of \$20,000 has been allocated for the 83<sup>rd</sup> Natchitoches Christmas Festival; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches is on the opinion that the Cooperative Endeavor Agreement with the AGENCY will greatly assist in improving the quality, attendance and media coverage of the Natchitoches Christmas Festival, all of which will result in economic benefit to be realized by the City as a result of the proposed Cooperative Endeavor Agreement

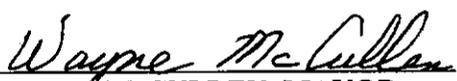
**NOW THEREFORE BE IT ORDAINED** by the City Council of the City of Natchitoches, Louisiana, that the Mayor of the City of Natchitoches, Wayne McCullen, is hereby authorized to execute the attached Cooperative Endeavor Agreement with the **STATE OF LOUISIANA**, through the **DEPARTMENT OF THE TREASURY**, for which the sum of \$20,000 is allocated for the 83<sup>rd</sup> Annual Natchitoches Christmas Festival.

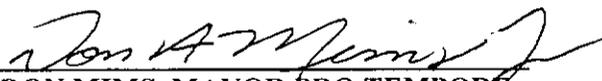
**BE IT FURTHER ORDAINED** that the terms of the Cooperative Endeavor Agreement, attached hereto, are approved and accepted by the City Council of the City of Natchitoches, Louisiana.

This Ordinance was introduced on the 23<sup>rd</sup> day of November, 2008, duly advertised in accordance with law and a public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

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

**THEREUPON**, the Mayor declared the Ordinance **PASSED** this 14<sup>th</sup> day of December, 2009 by a vote of 5 ayes to 0 nays.

  
WAYNE McCULLEN, MAYOR

  
DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 15<sup>th</sup> day of December, 2009 at 10:00 A.M.

**LINE ITEM APPROPRIATIONS  
COOPERATIVE ENDEAVOR AGREEMENT  
by and between  
DEPARTMENT OF THE TREASURY, STATE OF LOUISIANA**

**and**

***ENTITY***

THIS COOPERATIVE ENDEAVOR by and between The State of Louisiana, through its Department of the Treasury (State and/or Agency) and City of Natchitoches, officially domiciled at P.O. Box 37, Natchitoches, La. 71457, hereinafter referred to as “contracting party.”

**ARTICLE I**

WITNESSETH:

1.1 WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that “for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;” and

1.2 WHEREAS, Act 122 of the 2009 Regular Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 122 contains a line item appropriation for which the Agency is responsible for monitoring and other matters under the Act and referenced Executive Order, for the benefit of the Contracting Party of which the sum of Twenty THOUSAND & NO/100 (\$20,000) DOLLARS has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;

1.3 WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation of the project as hereinafter provided;

1.4 WHEREAS, the public purpose is described as: to increase the economic impact of the Christmas Festival on all local and regional business; to build a better image of our state by way of a world renown festival that showcases Louisiana talent, food, and hospitality; and to create a safe environment for all people to enjoy the festivities of the season, thereby enhancing the quality of life of Louisiana citizens, and;

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with the governor’s Executive Order BJ 2008-30 on accountability for line item appropriations; and has made the various Attachments to this Agreement a part hereof by reference;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**ARTICLE II**

## SCOPE OF SERVICES

2.1 The Contracting Party shall: plan, and deliver all of the activities of the 83<sup>rd</sup> Annual Natchitoches Christmas Festival, and in addition assume the liability for paying for all professional service designed to increase the economic impact of the festival on local and regional businesses and to promote a positive image of the state by showcasing Louisiana's talent, food and hospitality.

2.2 Deliverables: The City of Natchitoches will contract with a pyrotechnic company to provide fireworks, insurance for the fireworks products, and licensed pyro-technicians to perform the fireworks display; the City of Natchitoches will contract with a sound and lighting company to provide professional crews to deliver the specially selected music through 100,000 watts of speaker power and a light show that will include strobes and high intensity cannon lights, some of which will be placed on the bridge that divides the firing areas to create a vertical and horizontal layering of colored lights; and the City will purchase the airtime with a regional television station to broadcast portions of the events by satellite throughout the festival weekend.

The Contracting Party will provide to the State written quarterly **Progress Reports (Attachment C)** outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement and quarterly **Cost Reports (Attachment D)** which provide detailed cost information outlining the use of the above referenced appropriated funds. **Attachment C, Progress Report** and **Attachment D, Cost Report** are made a part of this Agreement by reference. These reports that are to be provided quarterly shall be due and delivered to the Agency on or before the 31<sup>st</sup> of October for the quarter ending September 30, the 31<sup>st</sup> day of January for the quarter ending December 31, the 30<sup>th</sup> day of April for the quarter ending March 31, and the 15<sup>th</sup> day July for the quarter ending June 30, there being no exceptions or waivers of this July reporting due date.

2.3 Budget: The **Budget** for this project is incorporated herein as **Attachment B** which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this Agreement. The **Budget** for this project shall not exceed the total sum of Twenty THOUSAND, HUNDRED & NO/100 (\$ 20,000 ) DOLLARS which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this Agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the categories shown on the **Attachment B - Budget**, without the **prior** approval of the State. **Attachment B Page 2 - Staffing Chart** and **Attachment B Page 3 - Schedule of Professional and Other Contracting Services** are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

2.4 Disclosure and Certification Statement(s): **Attachment E - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this **Attachment E**, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in **Attachment B Page 3** and any attachments thereto, **Attachment E-1 - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph.

**ARTICLE III**  
**CONTRACT MONITOR**

**3.1** The Contract Monitor for this Agreement is the Audit and Compliance Division of the Department of the Treasury.

**3.2 Monitoring Plan:** During the term of this Agreement, the Contracting Party shall discuss with the State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. The Contract Monitor shall review and analyze the Contracting Party's **Plan** to ensure the Contracting Party's compliance with the requirements of the Agreement.

The Contract Monitor shall also review and analyze the Contracting Party's written, **Attachment C-Progress Report** and **Attachment D-Cost Report** and any work product for compliance with the Scope of Services; and shall

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
2. Contact the Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or e-mail contact with the Contracting Party on Agreement activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to assure that performance goals are being achieved, and to verify information when needed.
4. Assure that expenditures or reimbursements requested in **Attachment D-Cost Report** are in compliance with the approved **Budget** in **Attachment A Plan**. The Contract Monitor shall coordinate with the Agency's fiscal office for reimbursements to Contracting Party and shall contact the Contracting Party for further details, information for documentation when necessary.

Between required performance reporting dates, the Contracting Party shall inform the Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. The Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance which may be needed to resolve the situation.

**ARTICLE IV**  
**PAYMENT TERMS**

4.1 Payment shall be made to the Contracting Party under the terms and conditions of one of the following plans (*Please check one*):

**X** **PLAN A** Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly **Attachment C-Progress Reports** and **Attachment D-Cost Reports** requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, cancelled checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.

\_\_\_\_\_ **PLAN B:** One initial payment limited to no more than 25% of the total line item appropriation shall be made to the Contracting Party in advance of services being performed **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan), and the Cooperative Endeavor Agreement is approved by the Office of Contractual Review or other delegated authority.

\_\_\_\_\_ **PLAN C:** Payment of 100% of the line item appropriation shall be made to the Contracting Party in advance of purchasing equipment or other similar expenditures **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan) indicating that there is no other source of funding available to make the purchase to satisfy the goals and objectives of the project, and the Cooperative Endeavor Agreement is approved by the Office of Contractual Review or other delegated authority.

4.2 Travel expenses, if any, shall be reimbursed only in the event that this Agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement. If reimbursement is sought for meals, which under Memorandum No. 49 are based upon departure and return times and dates that are properly set forth on the State Travel Expense Report, the Contracting Party shall fully complete and submit such Travel Expense Report, attached hereto as **Attachment F**, in addition to all other required submissions, for such reimbursement.

4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2009 and June 30, 2010, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability of funds and upon the approval of this Agreement by the Office of Contractual Review or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2010, **MUST**, under all circumstances, be received by the Agency no later than July 15, 2010, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

Payments by the State under this Agreement will not be released or provided to the Contracting Party if, when, and long as, the Contracting Party fails or refuses to comply with the provisions of R.S. 24:513. No Contracting Party shall be considered to fail or refuse to comply with the provisions of R.S. 24:513 during any extension of time to comply granted by the legislative auditor to the Contracting Party.

4.4 The Contract Monitor shall monitor disbursements on a quarterly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget.

If the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the Agreement shall be turned over to the Attorney General's Office, Department of Collections for collection purposes.

4.5 Taxes: The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal tax identification number

#### **ARTICLE V** **TERMINATION FOR CAUSE**

5.1 The State may terminate this Agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Agreement; provided that the Contracting Party shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

#### **ARTICLE VI** **TERMINATION FOR CONVENIENCE**

6.1 The State may terminate the Agreement at any time by giving thirty (30) days written notice to Contracting Party. Upon receipt of notice, the Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this Agreement. The Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

#### **ARTICLE VII** **OWNERSHIP**

7.1 All records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at the Contracting Party's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contracting Party to the State at Contracting Party's expense at termination or expiration of this Agreement.

#### **ARTICLE VIII** **ASSIGNMENT**

8.1 The Contracting Party shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

**ARTICLE IX**  
**FINANCIAL DISCLOSURE**

9.1 Each Contracting Party may be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contracting Party is below the amount for which an audit is required under R.S. 24:513, the Agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. This evaluation shall be based upon the progress reports and cost reports as provided and certified by the Contracting Party under the requirements of this Agreement, as well as any site visits that may be made under the provisions this Agreement, to ensure effective achievement of the goals and objectives.

**ARTICLE X**  
**AUDITOR'S CLAUSE**

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of three years after the date of final payment under this Agreement and any subcontracts entered into under this Agreement.

**ARTICLE XI**  
**AMENDMENTS IN WRITING**

11.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration, or other delegated authority **prior to the alteration, variation, modification or waiver of any provision of this Agreement.**

**ARTICLE XII**  
**FISCAL FUNDING CLAUSE**

12.1 The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**ARTICLE XIII**  
**TERM OF CONTRACT**

13.1 This Agreement shall begin on July 1, 2009 and shall terminate on June 30, 2010.

**ARTICLE XIV**  
**DISCRIMINATION CLAUSE**

14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. The Contracting Party agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**WITNESSES:**

**DEPARTMENT OF THE TREASURY**  
**STATE OF LOUISIANA**

\_\_\_\_\_

\_\_\_\_\_  
*Agency Head or designee*

\_\_\_\_\_

\_\_\_\_\_  
*Print Name and Title*

THUS DONE AND SIGNED AT Natchitoches, Louisiana on the 15<sup>th</sup> day, of December, 2009.

**WITNESSES:**

**Contracting Party**

Shawna S. Straub

Wayne McCullen  
*Authorized Person*

Shawna S. Straub

Wayne McCullen, Major  
*Print Name and Title*

# ATTACHMENT A - PLAN

Act 122 of 2009 20-945

NAME OF CONTRACTING PARTY:  
City of Natchitoches

NAME AND BRIEF NARRATIVE OF PROGRAM:  
83<sup>rd</sup> Annual Natchitoches Christmas Festival

**Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). What are the goals, objective(s), expected outcomes/results for this program:** Indicate the goals/objectives for this program. Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.

1. Program Goal (*Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.*)

To promote tourism and continued economic development in the northwest region of the state, the City of Natchitoches will host the 83<sup>rd</sup> Annual Natchitoches Christmas Festival on the weekend of December 4, 2009.

2. Program Objective(s) (*Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal, that identify the expected outcomes and results. The program objective must include a percentage, a specific dollar amount or a number.*)

To plan and implement all of the activities for the 83<sup>rd</sup> Annual Natchitoches Christmas Festival. The activities have been designed to increase the economic impact of the festival on the local and regional business and to promote a positive image of the state by showcasing Louisiana's talent, food, and hospitality.

3. Relevant Activity (Activities) (*An activity is a distinct subset of functions or services within a program to meet the Program Objective.*)

The City of Natchitoches will contract with a pyrotechnic company to provide fireworks, insurance for the fireworks products, and licensed pyro-technicians to perform the fireworks display; the City of Natchitoches will contract with a sound and lighting company to provide professional crews to deliver the specially selected music through 100,000 watts of speaker power and a light show that will include strobes and high intensity cannon lights, some of which will be placed on the bridge that divides the firing areas to create a vertical and horizontal layering of colored lights; and the City will purchase the airtime with a regional television station to broadcast portions of the events by satellite throughout the festival weekend.

4. Performance Measure(s) (*Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness. A Performance Measure must be designated as a percentage, a specific dollar amount or a number.*)  
A successful 83<sup>rd</sup> Annual Natchitoches Christmas Festival, attended by around 100,000 citizens of the area and tourist to the area and the positive impact on the region that the festival will produce.

**ATTACHMENT B**  
Page 1  
**Project Budget (2009-2010)**  
Act 122 of 2009

20-945

**Anticipated Income or Revenue**

Sources (list all sources of revenue)

	<u>Amounts</u>
1. Act 122 of 2009 Funding	\$20,000
2. Vendor-Income	\$25,000
3. Sponsors/Partons	\$45,000
4. Admissions	\$160,000
5. HDDC	\$4,500
6. Tourist Commission	\$5,000
7. Merchandise	\$30,000
<b>Total all sources</b>	<b>\$289,500</b>

**Anticipated Expenses**

Expense Categories

	<u>Total Amount</u>	<u>Amount Line Item</u> <u>Appropriation</u>
	<i>(see footnote 1 below)</i>	<i>(see footnote 2 below)</i>
<b>Professional Services:</b>		
Advertising	\$15,000	\$
Corporate Sponsors	\$4,000	
Extra Weekend – Entertainment	\$5,000	
Extra Weekend – Fireworks	\$35,000	
Festival Entertainment	\$25,000	
Fireworks	\$37,000	
Sound and Lights – Festival	\$41,000	\$20,000
Merchandise Expense	\$25,000	
Management fee	\$60,000	
Tents	\$2,500	
Parades	\$23,000	
Port-A-Pots	\$7,000	
Insurance	\$10,000	\$
<b>Total Use of the Appropriation</b>	<b>\$289,500</b>	<b>\$20,000</b>

*(Budget categories listed above reflect a typical budget and may be adjusted by the agency and recipient to reflect actual categories necessary for each individual program. Salaries and Professional & Other Contract Services and Other Charges shall be detailed using pages 2, 3 and 4 of Attachment B).  
All numbers must be rounded to the nearest dollar.*

Footnote (1) This column represents expenditures by category and MUST equal total sources listed above.

Footnote (2) This column represents the portion of expenditures by category funded by the state appropriation provided by this Cooperative Endeavor Agreement.

# ATTACHMENT B

Page 2

## Staffing Chart

Act 122 of 2009

20-945

Name of Contracting Party: City of Natchitoches

Name of Program: 83<sup>rd</sup> Annual Natchitoches Christmas Festival

Name	Title	Total Annual Salary Amount	Total Salary Paid by Appropriation		Related Benefits	Full time or Part Time # of months
			Amount	Percentage		
None of the funds are for salaries or benefits						

Totals \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

# ATTACHMENT B

Page 3

## Schedule of Professional and Other Contract Services

Act 122 of 2009

20-945

Name of Contracting Party: City of Natchitoches

Name of Program: 83<sup>rd</sup> Annual Natchitoches Christmas Festival

Name and Address of Individual and/or Firm	Nature of Work Performed and Justification for Services	Total Contract Amount	Total Paid by Appropriation
Showtech Productions 1207 E. Avenue J Grand Prairie, TX	Provide Sound and Lights for fireworks show	\$41,000	\$20,000
Totals		\$ 41,000	\$ 20,000

# ATTACHMENT B

Page 4

## Schedule of Other Charges

Act 122 of 2009

20-945

Name of Contracting Party: City of Natchitoches

Name of Program: 83<sup>rd</sup> Annual Natchitoches Christmas Festival

Provide a description of the intended use of the funds listed in Other Charges and the dollar amount. Each use should be listed separately. Do not budget funds in Other Charges that can be placed in another expenditure category.	List dollar Amount for each use
1. N/A	
	Total – Should agree with Attachment B, page 1

**ATTACHMENT B-SUPPLEMENT**

**Business Plan**

**Narrative Justification for Plan B or Plan C**

Act 122 of 2009

20-945

# ATTACHMENT C

## Progress Report

Act 122 of 2009 20-945  
 (To be submitted quarterly showing progress achieved. Duplicate pages as needed.)

**Name of Contracting Party:** City of Natchitoches

**Contact Name:** Courtney Hornsby

**Telephone:** (318) 357-3822

**Fax:** (318) 357-3829

<p><b>Goal:</b> To promote tourism and continued economic development in the northwest region of the state, the City of Natchitoches will host the 83<sup>rd</sup> Annual Natchitoches Christmas Festival on the weekend of December 4, 2009.</p>	
<p><b>Objective(s):</b> To plan and implement all of the activities for the 83<sup>rd</sup> Annual Natchitoches Christmas Festival. The activities have been designed to increase the economic impact of the festival on local and regional businesses and to promote a positive image of the state by showcasing Louisiana's talent, food, and hospitality.</p>	
<p><b>Activity(Activities) Performed:</b> The City of Natchitoches will contract with a pyrotechnic company to provide fireworks, insurance for the fireworks products, and licensed pyro-technicians to perform the fireworks display; and the City will contract with a sound and lighting company to provide professional crews to deliver the specially selected music through 100,000 watts of speaker power and a light show that will include strobes and high intensity cannon lights, some of which will be placed on the bridge that divides the firing areas to create a vertical and horizontal layering of colored lights; and the City will purchase airtime with a regional television station to broadcast portions of the events by satellite throughout the festival weekend.</p>	
<p><b>Performance Measure(s):</b> The successful accomplishment of the 83<sup>rd</sup> Annual Natchitoches Christmas Festival attended by around 100,000 citizens of the area and tourist to the area and the positive economic impact on the region that the festival will produce.</p>	<p>1. % 2. \$ amt. 3. or number complete</p>

**I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.**

*Wayne McCallen*  
 Signature of Authorized Person

\_\_\_\_\_  
 Print Name and Title \_\_\_\_\_  
 Date





**ATTACHMENT E**  
**Disclosure and Certification Statement**

Act 122 of 2009

20-945

**Contractor's Name:** City of Natchitoches

**Contractor's Mailing Address:** P.O. Box 37, Natchitoches, La. 71457

**Name of Program:** 83<sup>rd</sup> Annual Natchitoches Christmas Festival

**Organization Type:** (For example, local government, non-profit, corporation, LLP, etc.)

**Private entities required to register with the Secretary of State's office must be in good standing with that office.**

Local Government

**Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:**

Mayor Wayne McCullen, P.O. Box 37, Natchitoches, La. 71457

**Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:**

Courtney Hornsby, City of Natchitoches, P.O. Box 37, Natchitoches, La. 71457

Shawna Straub, City of Natchitoches, P.O. Box 37, Natchitoches, La. 71457

Nick Pollacia, Natchitoches Area Chamber of Commerce, P.O. Box 3, Natchitoches, La. 71457

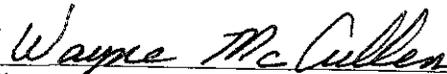
**List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official Include the amount of anything of economic value received, the position held within the organization. Identify the official and the public position held.**

I hereby certify that this organization has no outstanding audit issues or findings.

I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings.

**Attach a completed Federal Form W-9 (Request for Taxpayer Identification Number and Certification)**

**I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.**

  
Signature of Authorized Person

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

**ATTACHMENT E-1**  
**Disclosure and Certification Statement**

Act 122 of 2009

20-945

**Contracting Party:** City of Natchitoches

**Name of Program:** 83<sup>rd</sup> Annual Natchitoches Christmas Festival

**Sub-Contractor's Name:** Showtech Productions

**Sub-Contractor's Mailing Address:** 1209 E. Avenue J, Grand Prairie, Texas 75050

**Organization Type:** Corporation

**Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:**

Keith Kettrey, 2018 Rueda Street, Grand Prairie, Texas 75050

Parker Walters, 1100 Mockingbird Lane, Arlington, Texas 76013

**Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:**

Keith Kettrey, 2018 Rueda Street, Grand Prairie, Texas 75050

Parker Walters, 1100 Mockingbird Lane, Arlington, Texas 76013

**List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received, the position held within the organization. Identify the official and the public position held.**

I hereby certify that this organization has no outstanding audit issues or findings.

I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings.

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

\_\_\_\_\_  
**Signature of Subcontractor (*authorize person*)**

\_\_\_\_\_  
**Print Name and Title**

\_\_\_\_\_  
**Date**



# Contact Sheet

## Act 122 of 2009

Schedule 20-945

**Please complete all sections:**

Legal Name of Entity: City of Natchitoches

Authorized Person: Wayne McCullen, Mayor

Contact Person, if different: Courtney Hornsby, Director of Programming and Promotions

Telephone Number: 318-352-2772

Fax Number: 318-357-3829

Email Address: [chornsby@natchitochesla.gov](mailto:chornsby@natchitochesla.gov)

Fed Tax ID#: 72-6000931

Physical Address: 700 Second Street, Natchitoches, LA 71457

Mailing Address: P. O. Box 37, Natchitoches, LA 71457

Parish: Natchitoches

Legal Status of Entity \*: Municipality

\* The legal status of the entity may be any of the following:

- Sole Proprietorship
- Partnership
- Limited Liability Company
- Municipality
- Local Governmental Authority
- Corporation
- Non-profit Corporation
- Non-Profit Religious Corporation

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

**ORDINANCE NO. 078 OF 2009**

**AN ORDINANCE APPROVING THE GRANTING OF AN EASEMENT AND SERVITUDE FOR PASSAGE OVER AND ACROSS PROPERTY OWNED BY THE CITY OF NATCHITOCHEs, LOCATED IN SECTION 104, TOWNSHIP 9 NORTH, RANGE 7 WEST, NATCHITOCHEs PARISH, LOUISIANA, SAID EASEMENT AND SERVITUDE GRANTED IN CONFORMANCE WITH THE TERMS OF THAT CASH SALE DEED WHERE THE CITY ACQUIRED THE PROPERTY FROM TRIPLE F, INC., FURTHER AUTHORIZING THE MAYOR TO EXECUTE THE EASEMENT AND SERVITUDE FOR PASSAGE AND ANY RELATED DOCUMENTS; PROVIDING FOR PUBLIC HEARING; AND FURTHER PROVIDING FOR ADVERTIZING**

**WHEREAS**, the City of Natchitoches (sometimes hereinafter referred to as "City") is the fee title owner of certain property being a 29.25 acre tract, shown and described on an October 18, 2005 survey by Meyer, Meyer, LaCroix and Hixson, Inc., which said tract was acquired by Cash Sale Deed by the City of Natchitoches from Triple F, Inc., by deed recorded December 15, 2005, at Conveyance Book 597, Page 54 (sometimes hereinafter referred to as "Deed"); and

**WHEREAS FURTHER**, included in the Deed to the City is a requirement that the City grant a permanent easement and right of way in favor of Tract G (Owned by Triple F, Inc.) across Tract F (owned by City) to allow access to Louisiana Highway 1 and the railroad right to way; and

**WHEREAS FURTHER**, Triple F, Inc. has determined where it desires to locate the permanent easement and right of way and has called on the City to grant the permanent easement and right of way in conformance with the terms of the Deed; and

**WHEREAS FURTHER**, the easement and right of way granted shall be predial in nature over and across Tract "H" owned by the City, and in favor of Tract "G" owned by Triple F, Inc., both Tract "H" and Tract "G" being shown and depicted on a survey by Glen L. Cannon, P.L.S., recorded November 2, 2005, at Map Slide 569B of the records of Natchitoches Parish, Louisiana; and

**WHEREAS FURTHER**, a survey by Robert Lynn Davis, P.L.S., dated October 15, 2009 depicts the center line of a twelve foot wide gravel drive, and this shall be the center line of the proposed right of way and easement; and

**WHEREAS FURTHER**, the City is required under the terms of that Cash Sale Deed recorded December 15, 2005, at Conveyance Book 597, Page 54, to grant the permanent easement and right of way; and

**WHEREAS FURTHER**, the center line of the proposed easement and right of passage is shown and depicted on the survey by Robert Lynn Davis, dated October 15, 2009, a copy of which is attached hereto as Exhibit "A"; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches desires to authorize the Mayor of the City of Natchitoches, Wayne McCullen to execute any document necessary to create and establish an easement and servitude for passage along within the area depicted and described on the attached Exhibit "A", and to further take any steps necessary and proper to establish the easement and servitude for passage; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches finds that the area which the easement will encumber is not needed for any public purpose and that the City is required to grant the easement and right of passage under the terms of that Cash Sale Deed recorded December 15, 2005, at Conveyance Book 597, Page 54; and

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

**SECTION I:** That the City Council of the City of Natchitoches, Louisiana, does hereby authorize and direct the Mayor, Wayne McCullen, to execute any document necessary to create and establish an easement and servitude for passage in favor of a tract of land owned by Four F, Inc., and described as Tract "G" as shown and depicted on a survey by Glen L. Cannon, P.L.S., recorded November 2, 2005, at Map Slide 569B, over and across the Northern end of a tract of land owned by the City of Natchitoches, and described as Tract "H" as shown and depicted on a survey by Glen L. Cannon, P.L.S., recorded November 2, 2005, at Map Slide 569B, said easement and right of way running from the eastern boundary of Tract "G" to the right of way of the Missouri Pacific Railroad as said easement is more fully shown and depicted on the attached Exhibit "A".

**SECTION II:** That the Mayor, or his assignee, be and is hereby authorized to do all things necessary and proper to establish the easement, servitude and right of way for passage.

**SECTION III:** That all other Ordinances or parts of Ordinances in conflict are hereby revoked.

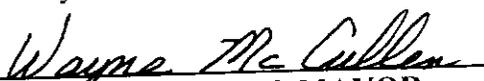
**SECTION IV:** This Ordinance shall take effect after publication in accordance with law.

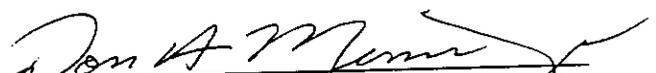
**SECTION V:** That if any portion of this Ordinance is declared to be invalid or unconstitutional in any manner, the invalidity shall be limited to that particular section or provision and shall not affect the remaining portions of the Ordinance which shall remain valid and enforceable, it being the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

The above Ordinance having been introduced on November 23, 2009 and duly advertised on November 27, 2009, in accordance with law and a public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

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

**THEREUPON**, the Mayor declared the Ordinance **PASSED** this 14<sup>th</sup> day of December, 2009 by a vote of 5 ayes to 0 nays.

  
WAYNE McCULLEN, MAYOR

  
DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 15<sup>th</sup> day of December, 2009 at 10:00 A.M.

STATE OF LOUISIANA  
PARISH OF NATCHITOCHEs

 COPY

**EASEMENT , PREDIAL SERVITUDE AND  
RIGHT OF PASSAGE WITH UTILITY RIGHT OF WAY**

**KNOW ALL MEN BY THESE PRESENTS** that before the undersigned Notaries Public and competent subscribing witnesses, at the places and on the dates hereinafter indicated personally came and appeared:

**CITY OF NATCHITOCHEs, LOUISIANA**, a municipal corporation, operating under a Home Rule Charter, domiciled in the City and Parish of Natchitoches, Louisiana, represented herein by Wayne McCullen, Mayor, under the authority of Ordinance Number 078 of 2009, passed on the 14<sup>th</sup> day of December, 2009;

(hereinafter sometimes referred to as "**CITY**" or as "**GRANTOR**");

who declares that Grantor is the owner of certain property situated and located in the City and Parish of Natchitoches, Louisiana, said property located along the western right of way of the Missouri Pacific Railroad in Section 104, Township 9 North, Range 7 West, and which is more fully shown and depicted as a 29.25 acre tract, identified as Tract "H" (hereinafter sometimes referred to as "City Property"), on an October 18, 2005 survey by Meyer, Meyer, LaCroix and Hixson, Inc. Said tract was acquired by Cash Sale Deed by the City of Natchitoches from Triple F, Inc., by deed recorded December 15, 2005, at Conveyance Book 597, page 54 (sometimes hereinafter referred to as "Deed").

Included in the Deed to the City was a requirement that the City grant a permanent easement and right of way in favor of Tract G (Owned by Triple F, Inc.) across Tract F (owned by City) to allow access to Louisiana Highway 1 and the railroad right to way.

Triple F, Inc., has determined where it desires to locate the permanent easement and right of way and has called on the City to grant the permanent easement and right of way in conformance with the terms of the Deed.

Triple F, Inc. has provided a copy of a Survey by Robert Lynn Davis, P.L.S., dated October \_\_, 2009, which survey shows and depicts a subdivision of Tract "G" into Tract "G1" and "Tract G2" as well as the centerline of a twelve (12') foot wide gravel drive.

In accordance with the terms and requirements of the Deed and the request of the owner of Tract "G", the City of Natchitoches, desires to grant the easement requested by Triple F, Inc.

The proposed right of passage is shown and depicted on the survey by Robert Lynn Davis, dated October \_\_, 2009, a copy of which is attached hereto as Exhibit "A"; and

By Ordinance No. 078 of 2009 the City Council of the City of Natchitoches found that the area over which the easement will cross is not needed for any public purpose, and the Council did further authorize Wayne McCullen to execute any document necessary to create and establish an easement and servitude for passage within the area depicted and described on the attached Exhibit "A".

Grantor declares that in compliance with its obligations under the Deed, Grantor does hereby grant, give and convey unto:

**TRIPLE F, INC.**, a Louisiana corporation, domiciled in Natchitoches Parish, Louisiana, with mailing address of Post Office Box 7100, Natchitoches, Louisiana 71457, represented herein by Gregory D. Friedman, President, as authorized by the attached corporate resolution;

(hereinafter sometimes referred to as "**GRANTEE**");

a right of way, predial servitude and easement of passage and utility easement over and across Grantor's property, and more particularly, over and across the following described property, to-wit:

A strip or parcel of land twelve feet (12') feet in width, crossing the Northern portion of Tract "H" as shown on an October 18, 2005 survey by Meyer, Meyer, LaCroix and Hixson, Inc., recorded at Map Slide 569B of the records of Natchitoches Parish, Louisiana, the centerline of said easement being shown and depicted on a survey by Robert Lynn Davis, P.L.S., entitled "Two Tracts of Land Located in Section 104, Township 9 North, Range 7 West, Louisiana Meridian, Natchitoches Parish, Louisiana" dated October \_\_, 2009, a copy of which is attached.

The right of way, predial servitude and easement of passage shall be in favor of that tract of land shown as Tract "G" on the October 18, 2005 survey by Meyer, Meyer, LaCroix and Hixson, Inc., recorded at Map Slide 569B, and shown as Tracts "G1" and "G2" on that survey by Robert Lynn Davis, P.L.S., entitled "Two Tracts of Land Located in Section 104, Township 9 North, Range 7 West, Louisiana Meridian, Natchitoches Parish, Louisiana" dated October \_\_, 2009.

Grantor does further agree and acknowledge that the area over which the Predial Servitude of Passage and Utility Easement is granted shall not be impeded in any way, including but not limited to placement of any guide or guy wires, utility poles, or any other improvements or structures that could impede or interrupt continuous access the easement area.

The above easement does not convey any interest whatsoever to the oil, gas and other minerals, in, on, or under in the above described property.

This easement is predial in nature and shall run with the title to the land.

**STATE OF LOUISIANA  
PARISH OF NATCHITOCHE**

IN WITNESS WHEREOF, the **CITY OF NATCHITOCHE, LOUISIANA**, has accepted this right of way, servitude and easement in the presence of the undersigned witnesses on this the 15 day of December, 2009, at Natchitoches, Louisiana.

**ATTEST:**

**CITY OF NATCHITOCHE,  
LOUISIANA**

Courtney Hornsby

By: Wayne McCullen  
Mayor Wayne McCullen

Joceli Smith

Chris S. Steadman  
NOTARY PUBLIC #15981

**STATE OF LOUISIANA  
PARISH OF NATCHITOCHE**

**THUS DONE AND PASSED** before me, the undersigned Notary Public and subscribing witnesses on this the \_\_\_\_\_ day of \_\_\_\_\_, 2009, at Natchitoches, State of Louisiana.

**WITNESSES:**

**TRIPLE F, INC.**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Gregory D. Friedman, President

\_\_\_\_\_  
NOTARY PUBLIC

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

**ORDINANCE NO. 079 OF 2009**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, WAYNE MCCULLEN, TO ENTER INTO AN AGREEMENT WITH CP-TEL NETWORK SERVICES, INC., FOR PHONE SERVICES, INTERNET SERVICES CABLE TV SERVICES AND TO PROVIDE FIBER CABLE CONNECTIONS BETWEEN CITY LOCATIONS 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 has negotiated with CP-TEL Network Services Inc., for certain services, including Phone Service, Internet Services, Cable Television Services, and Dark Fiber Services; and

**WHEREAS FURTHER**, the proposed Service Agreement is attached here to and the City Council of the City of Natchitoches is of the opinion that the Service Agreement is in the interest of the City to enter into the Services Agreement with CP-TEL, Network Services, Inc., and desires to authorize Mayor Wayne McCullen to execute the 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:

**I.** That the City Council of the City of Natchitoches does approve of the attached Service Agreement with CP-TEL Network Services, Inc.

**II.** That the Honorable Mayor, Wayne McCullen, be and he is hereby authorized and empowered to execute the 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.

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

**IV.** That this Ordinance shall go into effect immediately after publication according to law.

**V.** That all Ordinances in conflict herewith are hereby repealed.

**VI.** That this Ordinance be advertised in accordance with law.

**VII.** That this Ordinance was Introduced at a Regular Meeting of the City Council on November 23, 2009.

The above Ordinance having been duly advertised on November 27, 2009, in accordance with law, and a public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

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

**THEREUPON**, the Mayor declared the Ordinance **PASSED** this 14<sup>th</sup> day of December, 2009 by a vote of 5 ayes to 0 nays.

  
WAYNE McCULLEN, MAYOR

  
DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 15<sup>th</sup> day of December, 2009 at 10:00 A.M.

### SERVICE AGREEMENT

This Agreement is entered into on December 17, 2009 by and between CP-TEL Network Services Inc., a Louisiana corporation (hereinafter "CP-TEL" and City of Natchitoches. (hereinafter "Customer").

Whereas, Customer desires to receive the services described in the Service Description below (hereinafter the "Service") from CP-TEL, and whereas CP-TEL is willing to provide the Service pursuant to the terms and conditions set forth herein.

Now, therefore, Customer and CP-TEL hereby mutually agree as follows:

**SERVICE, TERM AND RATES:** CP-TEL agrees to provide and Customer agrees to accept the Service beginning on or about the "Start of Service" specified herein at the rates contained below and subject to the terms and conditions contained herein including on the reverse side hereof.

#### \*\*SERVICE DESCRIPTION\*\*

Request Service Date: April 30, 2010

City of Natchitoches  
(Billing Name-if different from below)

The term of this agreement is for a period of 60 months.  
This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in 60-month intervals. This contract, including any renewals, may not exceed a total of 120 months.

700 Second St, City Acct Payables  
(Billing Address)  
Natchitoches LA 71457  
(City) (State) (Zip)

Customer Contact: Steve Stinger, IT Admin

Billing Contact: Natasha Mock, AP Mngr

Phone: 318-357-3845

Phone: 318-214-4120

#### Dark Fiber

Point of Presence "A" Refer to Exhibit 'A-1 & A-2' for exact locations

Type/Quantity: 20 locations, 2 fibers per location, 37 points of presence

Yearly Rate: Refer to Exhibit D for Element Pricing

Point of Presence "B" Refer to Exhibit 'A' for exact locations

Other Charges: \_\_\_\_\_

Total Monthly Rate: \_\_\_\_\_

#### Phone Service

Phone Service locations: Refer to Exhibit 'B' for quantity of numbers at each location

Rates: Refer to Exhibit D for Element Pricing

#### Internet Service

Internet Service location: 700 2nd St, Natchitoches, LA (City Hall)

Rate: Refer to Exhibit D for Element Pricing

#### Cable TV Service

CATV Service locations: Refer to Exhibit 'E'

Rate: Refer to Exhibit 'D' for Element Pricing

#### Bill Summary

Sample bill summary of Phone, Internet and TV services: Refer to Exhibit 'F'

Conditions: Contract is for all services listed within and contained in exhibits. The exact pole count is in Exhibit 'C', which will be updated annually.

Remarks: CP-TEL will maintain fiber and perform Louisiana One Call Facility Locates. In the event of a fiber cut or other service affecting outage CP-TEL will respond on site within a 4 hour period. Installation will be performed in customer's facilities to customer's specifications. Point of Demarcation will be a Fiber Distribution Panel provided by CP-TEL equipped with the connector of customer's choosing. Installation is limited to construction to said point of demarcation.

#### LOCAL ACCESS

Point-of-Presence "A" to Customer Premise

Point-of-Presence "B" to Customer Premise "B"

Customer: City of Natchitoches City Hall

Customer: City of Natchitoches (locations listed in Exhibit 'A')

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Description of \_\_\_\_\_

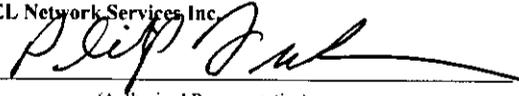
Description of \_\_\_\_\_

Local Access: \_\_\_\_\_

Local Access: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

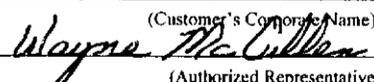
CP-TEL Network Services Inc.

By:   
(Authorized Representative)

Name: Philip Fernbaugh  
(Print)

Title: President - General Manager

City of Natchitoches

(Customer's Corporate Name)  
  
(Authorized Representative)

Name: Wayne McCullen  
(Print)

Title: Mayor

FULL BUSINESS ADDRESS:

CP-Tel Network Services, Inc.  
5909 HWY 1 Bypass  
Natchitoches, LA 71457

FULL BUSINESS ADDRESS:

City of Natchitoches  
700 Second Street  
Natchitoches, LA 71457

ADDITIONAL TERMS AND CONDITIONS

**CP-TEL** will provide the Service specified in the Service Description to Customer upon condition that the Service shall not be used for any unlawful purpose. The provision of service will not create a partnership or joint venture between **CP-TEL** and Customer or result in a joint communications offering to any third party.

**START OF SERVICE:** The term of this agreement stated in the service description shall begin on or about the "Requested Service Date" noted therein or at the time the service first becomes available, whichever is later ("Start of Service").

**PAYMENT:** Customer agrees to pay **CP-TEL** monthly in advance (commencing after the start of service), a monthly charge equal to the rate set forth in the service description or equal to the monthly charges as adjusted under the terms hereof, provided, however, that first such payment shall be for the period at the start of service prorated through the end of the current regular billing cycle and in advance of the next billing cycle. **CP-TEL's** regular billing cycle begins on the first of the month and ends on the last day of the month. The installation charges contained in the service description are due with such first payment. In the event customer fails to pay any **CP-TEL** statement in full on or before thirty (30) days after the due date, **CP-TEL** shall reserve the right to charge a late fee in the amount of the lesser of one and one-half (1/2%) of the unpaid balance per month or the maximum lawful rate under applicable state law.

**ADDITIONAL CHARGES:** Any applicable Federal, State, or Local use, excise, sales or privilege taxes, duties, or similar liabilities, charged to or against **CP-TEL** or customer because of the service furnished by **CP-TEL**, shall be paid by the customer in addition to the regular charges under this agreement.

**GENERAL LIMITATION OF LIABILITY OF CP-TEL:** This section shall be a general limitation of **CP-TEL** liability under this agreement, applying in all events and any other term or provision in this agreement of the contrary notwithstanding: **CP-TEL** shall not be liable to the customer or to any other person, form or entity in any respect whatsoever (including, without limitation, for damages) arising out of mistakes, accidents, errors, omissions, interruptions or defects in transmission, or delays, including those which may be caused by regulatory or judicial authorities, occurring in the course of furnishing the service. Any mistakes, accidents, omissions, interruptions, errors or defects in transmission of service which are caused or contributed to, directly or indirectly, by an act or omission of the customer or its agents, representatives, invitees, successors or assigns (hereinafter "customer or others") or which arise from or are caused by the use of customer provided facilities or equipment or arise from or caused by the use of facilities or equipment furnished by any person using customer's facilities are connected to **CP-TEL** facilities, shall not result in the imposition of any liability whatsoever upon **CP-TEL** and customer shall pay to **CP-TEL** any cost damages or penalties incurred by **CP-TEL** as a result thereof, including costs of local exchange company labor and materials.

**IN THE EVENT SERVICE IS INTERRUPTED FOR ANY REASON WHATSOEVER, CP-TEL SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, CP-TEL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR LOST PROFITS AND/OR REVENUES OF ANY KIND OR NATURE WHATSOEVER. CP-TEL's** sole obligation in the event service is interrupted, for whatever reason, is to use its best efforts to repair the service if such service remains out of order for 2 hours or longer after being reported.

**ALL OTHER LIABILITY OF CUSTOMER:** **CP-TEL** shall have no liability of any kind whatsoever to any person, form or entity for any act or omission of itself or its agents or any representatives.

**LIABILITY OF CUSTOMER:** In the event any claim, demand, lawsuit or liability is made or asserted against **CP-TEL** by any third party and the same arises out of, is directly or indirectly related to, or is caused by any act or omission of the customer or others, then, and in such event, customer agrees to indemnify, defend and hold harmless **CP-TEL**. Such indemnity shall include the payment of reasonable attorney fees.

**SUSPENSION OF SERVICE:** In the event payment in full is not received from customer by **CP-TEL** on or before the date due, **CP-TEL** shall have the right after giving customer sixty (60) days notice to suspend all service to customer until such time as customer has paid in full all arrearages, including any late or reconnect fees.

**CONTINUATION OF SERVICE:** After the expiration of the initial term provided herein, this agreement shall continue in effect until cancelled by either of the parties' giving 60 days written notice of termination. During the extended term, the monthly rate for the services provided shall be the then current **CP-TEL** monthly rate for such services.

**EARLY TERMINATION:** The customer may terminate the service during the initial term upon 60 days written notice to **CP-TEL**. Customer agrees to pay as liquidated damages an early termination charge of 100% of the charges for any remaining months in the first 24 months of the initial term, plus an additional one time charge of \$200 per location as listed in Exhibit B.

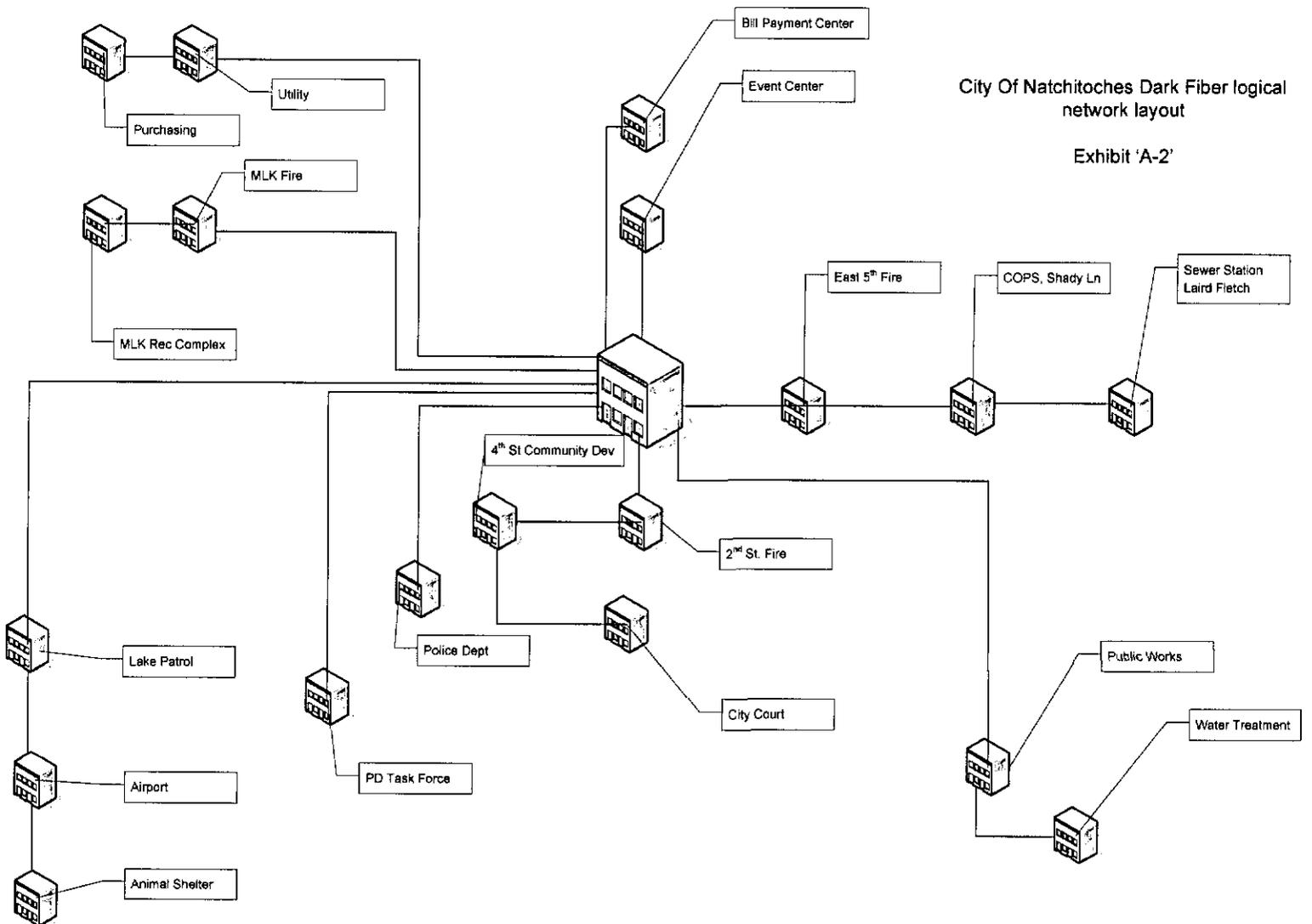
**VENDOR PERFORMANCE ASSURANCE:** The City of Natchitoches reserves the right to void this contract in the event of failure on behalf of **CP-TEL** to complete service migration on or before the specified "Request Service Date" with the exception of failure as a result of causes beyond control of **CP-TEL** as defined in the "Force Majeure" clause of this agreement.

**FORCE MAJEURE:** Any other terms in this agreement to the contrary notwithstanding, **CP-TEL** shall not be liable to customer or any other person, form, or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the control of **CP-TEL**. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm, microwave failure, microwave fade, or other similar occurrences, any law, order, regulation, direction, action or request of the United States government or of any government (including State and Local governments of any department, agency, commission, court, bureau, or other instrumentality of anyone or more said governments) or of any civil or military authority national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays. If **CP-TEL's** failure of performance, by reason of force majeure specified above, shall be for (90) days or less, then this agreement shall remain in effect, but an appropriate percentage of charges shall be abated in discretion and determination of **CP-TEL**; if for more than ninety (90) days, then this agreement may be cancelled by either party without any liability whatsoever.

**ADDITIONAL PROVISIONS:** (A) The provision of the Service will not create a partnership or joint venture between the parties nor result in a joint communication service offering to the customer of either **CP-TEL** or the Customer; (B) in the event suit is brought or any attorney is retained by **CP-TEL** TO enforce the terms of this Agreement or to collect any moneys due hereunder or to collect money damages for breach hereof, it shall be entitled to recover, in addition to any other remedy, reimbursement for attorney's fees, court costs, costs of investigation and other related expenses incurred in connection therewith; (C) the Service provided by **CP-TEL** is subject to the condition that it will not be used for any unlawful purpose; (D) no subsequent agreement between Customer and **CP-TEL** concerning the Service shall be effective or binding unless it is made in writing by authorized representatives of the parties hereto and not representation, promise, inducement or statement of intention has been made by either party which is not embodied herein; (E) this Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors or assigns, provided, however, that Customer shall not assign or transfer its rights or obligations under this Agreement without the prior written consent of **CP-TEL**; (F) this Agreement shall be a contract under and governed by the laws of the State of Louisiana; (G) this Agreement sets forth the entire understanding of the parties; (H) if any part of any provision of this Agreement or any other agreement, document, or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such inability only, without in any affecting the remaining parts of said provisions of the Agreement, and the parties hereby agree to negotiate with respect to any such invalid or unenforceable part to the extent necessary to render such part valid and enforceable; (I) descriptive headings if the Agreement are for convenience only and shall not affect the construction of this Agreement. Customer acknowledges that all or a portion of **CP-TEL's** System is or may be located within systems or facilities owned by third parties, and that (with respect to any such portion of the **CP-TEL** system) the grant of rights to Customer by **CP-TEL** is a sublease, sublicense or subsidiary IRU. Customer agrees to comply fully with all obligations imposed by **CP-TEL's** agreement with such third party in addition to the obligations imposed by this agreement.

### Exhibit A

City of Natchitoches Exhibit 'A-1', Dark Fiber locations	
700 2ND ST	City Hall
750 2ND ST	Event Center
806 2ND ST	Utility Annex
701 E 5TH ST	East fire
416 SHADY LN	COPS-PD
Laird Fletcher	Sewer Station
110 MILL ST	Public Works
115 MILL ST	Water Treatment Plant
578 2ND ST	Central Fire
420 4TH ST	Comuntiy Dev
AMULET ST	City Court
400 AMULET ST	Police Department
525 BOSSIER ST	PD Task Force
5969 HWY 1 BYP	Police- Lake Patrol
450 WALLEMBERG DR	Airport
450 FAIRGROUNDS RD	Animal Shelter
620 MARTIN LUTHER KING JR	West Fire
660 MARTIN LUTHER KING JR	MLK Recreation Dept
1100 MARTIN LUTHER KING JR	Utility Dept
1400 SABINE ST	Purchasing



City Of Natchitoches Dark Fiber logical network layout  
Exhibit 'A-2'

Exhibit B

City of Natchitoches Exhibit 'B', Phone Service Locations		
Location	Description	# lines
SLA 02-400 AMULET ST, NATCHITOCHE	Police Department	27
SLA 03-578 2ND ST, NATCHITOCHE	Central Fire	8
SLA 04-701 E 5TH ST, NATCHITOCHE	East fire	1
SLA 05-620 MARTIN LUTHER KING JR	West Fire	1
SLA 06-1400 SABINE ST	Purchasing	12
SLA 07-110 MILL ST, NATCHITOCHE	Public Works	5
SLA 08-450 FAIRGROUNDS RD,	Animal Shelter	2
SLA 11-1100 MARTIN LUTHER KING JR	Utility Dept	7
SLA 12-322 MILL ST, NATCHITOCHE	Water Treatment Plant	1
SLA 14-5969 HWY 1 BYP,	Police- Lake Patrol	2
SLA 15-420 4TH ST, NATCHITOCHE	Comuntiy Dev	4
SLA 16-716 2ND ST, NATCHITOCHE	Planning and Zonning	4
SLA 17-700 2ND ST, NATCHITOCHE,	City Hall	13
SLA 18-525 BOSSIER ST,	PD Task Force	7
SLA 19-660 MARTIN LUTHER KING JR	MLK Rec Dept	7
SLA 20-400-A AMULET ST,	Police Records	14
SLA 21-450 WALLEMBERG DR,	Airport	6
SLA 22-500 TARLTON DR,	NSU	1
SLA 23-925 KEYSER AV, NATCHITOCHE	PD Wal-Mart Substation	1
SLA 24-1000 SCHOOL DR,	Dixie Youth Ball Field	2
SLA 25-1131 HIGHLAND PARK DR,	Highland Ball Field	1
SLA 26-6831 HWY 1 BYP,	Water Tank	1
SLA 27-900 LAIRD FLETCHER RD,	Sewer Plant	1
SLA 28-928 HWY 1 S,	Sewer Master Pump	1
SLA 29-1110 POWER PLANT DR,	Steam Power Plant	1
SLA 30-115 MILL ST,	Water Treatment Plant	1
SLA 31-100 INDUSTRIAL DR,	Alliance Meter	1
SLA 32-416 SHADY LN, NATCHITOCHE	Police Department	5
SLA 33-806 2ND ST, NATCHITOCHE	Utility Annex	17
total numbers		154

Exhibit C  
CP-TEL Pole attachment reckoning

2010 Total attachments supporting customer connectivity\_\_\_\_\_

2011 Total attachments supporting customer connectivity\_\_\_\_\_

2012 Total attachments supporting customer connectivity\_\_\_\_\_

2013 Total attachments supporting customer connectivity\_\_\_\_\_

2014 Total attachments supporting customer connectivity\_\_\_\_\_

Exhibit D  
Service Pricing

**Phone Services**

Centrex Station Link (Gov't)	\$ 5.00	Per Month
Centrex Feature Package	\$ 3.50	Per Month
Centrex Network Access Resource (NAR)	\$ 18.00	Per Month
Flat Rate Business Line	\$ 32.75	Per Month
Centrex Voicemail	\$ 4.25	Per Month
Long Distance rate	\$ 0.06	Per Minute

**Internet Services**

FTTH Business Internet 10/5	\$ 74.95	Per Month
FTTH Business Internet 20/10	\$ 94.95	Per Month
FTTH Business Internet 40/20	\$ 114.95	Per Month

**Dark Fiber**

Dark fiber service pricing shall be indexed directly to the pricing calculated for joint use pole attachments using the following formula:

*Number of Pole Attachments Utilized by CP-TEL that support connectivity between Customer Locations  
Multiplied by the current rate per attachment determined by local ordinance [insert #]  
Divided by Number of Customer Locations served by CP-TEL facilities  
Equals the annual price per location for Dark Fiber Service.\*\**

2010	# Pole Attachments: _____ *	Attachment Rate: _____ /# Customer Locations: _____ =	Price per Location: _____
2011	# Pole Attachments: _____ *	Attachment Rate: _____ /# Customer Locations: _____ =	Price per Location: _____
2012	# Pole Attachments: _____ *	Attachment Rate: _____ /# Customer Locations: _____ =	Price per Location: _____
2013	# Pole Attachments: _____ *	Attachment Rate: _____ /# Customer Locations: _____ =	Price per Location: _____
2014	# Pole Attachments: _____ *	Attachment Rate: _____ /# Customer Locations: _____ =	Price per Location: _____

*\*\*Pole attachments shall only be eligible for inclusion in this calculation on routes to customer locations that installation in said location has been completed to the satisfaction of customer's authorized representative.*

**Cable TV**

Business Basic Analog Cable TV	\$ 49.95	Per Month
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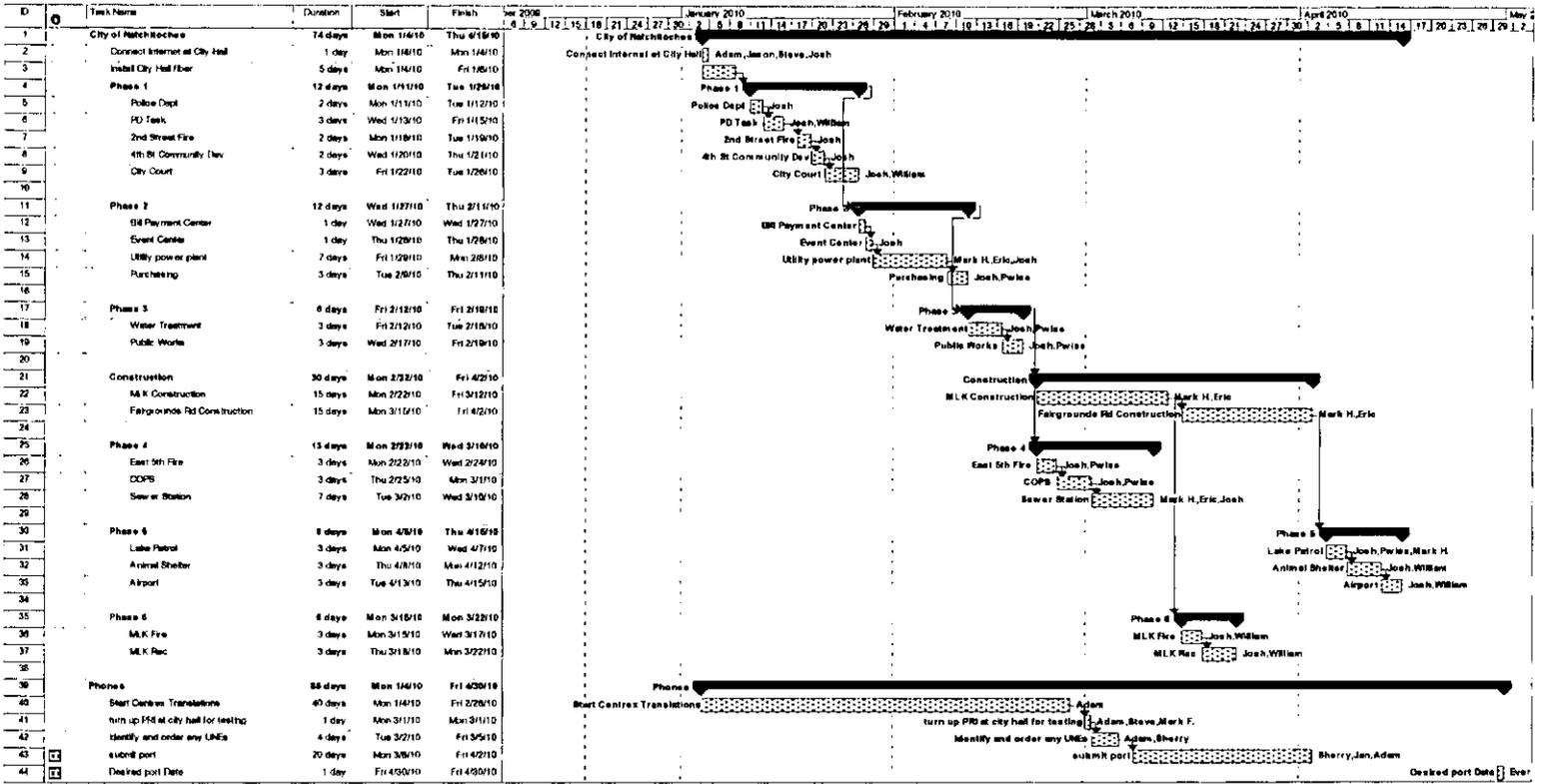
City of Natchitoches Exhibit 'E', CATV locations	
450 WALLENBERG DR	Airport
400 AMULET ST	Police Department
578 2ND ST	Central Fire
620 MARTIN LUTHER KING JR	West Fire
701 E 5TH ST	East Fire
416 SHADY LN	Police Annex
525 BOSSIER ST	PD Task Force
1100 MARTIN LUTHER KING JR	Power Plant
700 2ND ST	City Hall

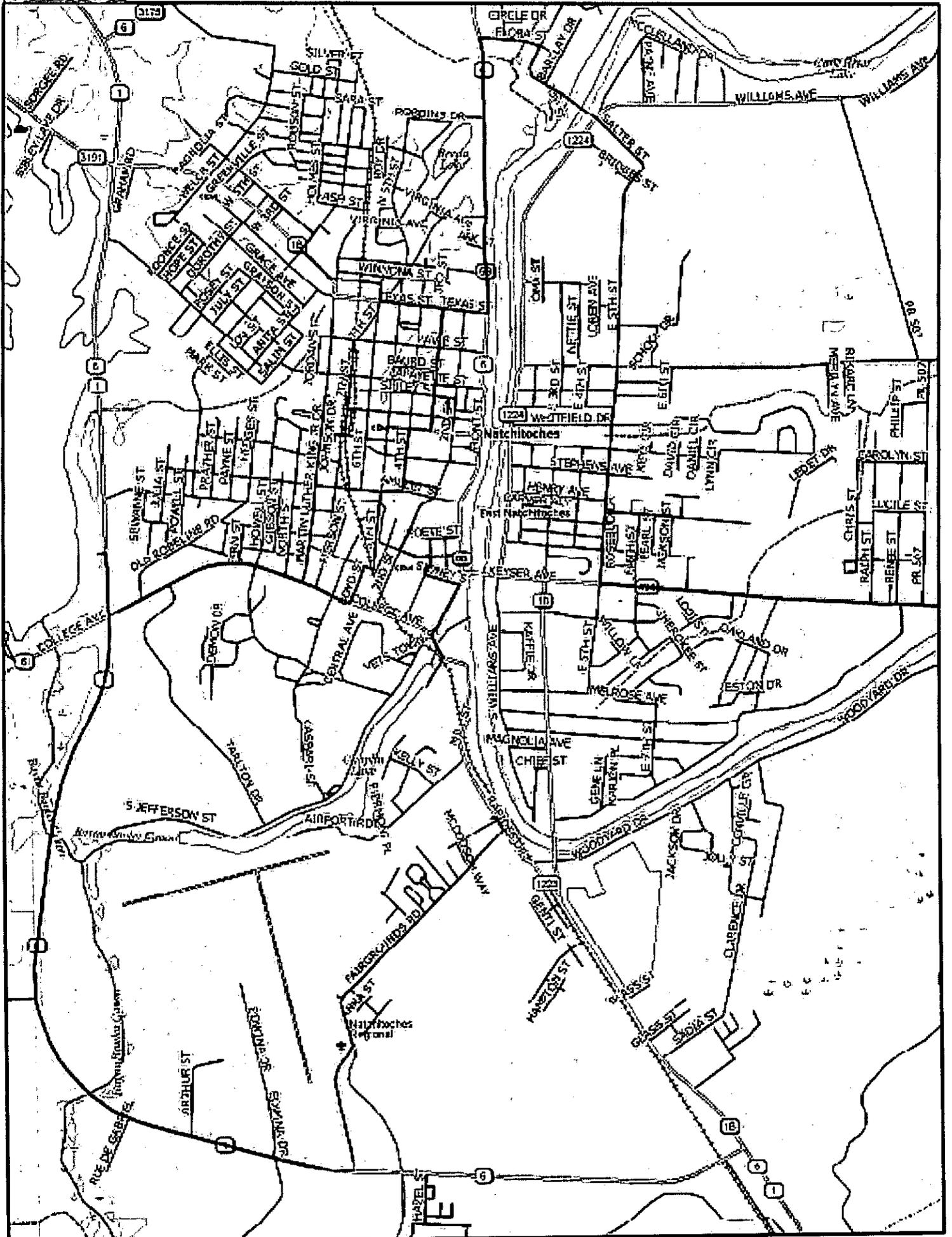
City of Natchitoches Exhibit 'F', Phone Service Summary			
QTY	DESCRIPTION	UNIT	EXTENDED
<b>AIRPORT</b>			
1	Centrex Station Link	\$5.00	\$5.00
1	Centrex Statdard Feature Package	\$3.50	\$3.50
1	CREDIT	-\$3.50	-\$3.50
1	Basic Analog TV, airport	\$49.95	\$49.95
<b>DIXIE YOUTH PARK</b>			
1	Centrex Station Link	\$5.00	\$5.00
1	Centrex Statdard Feature Package	\$3.50	\$3.50
1	CREDIT	-\$3.50	-\$3.50
<b>ELECTRIC DEPT</b>			
1	Centrex Station Link	\$5.00	\$5.00
1	Centrex Statdard Feature Package	\$3.50	\$3.50
1	CREDIT	-\$3.50	-\$3.50
<b>FAX-AIRPORT</b>			
1	Business Flat Rate line	\$32.75	\$32.75
1	Hearing Aid	\$0.05	\$0.05
1	Fed Universal Fee	\$1.10	\$1.10
<b>GROUND-COMM-OUTLET</b>			
1	Centrex Station Link	\$5.00	\$5.00
1	Centrex Statdard Feature Package	\$3.50	\$3.50
1	CREDIT	-\$3.50	-\$3.50
<b>POLICEWATCH COMMANDER</b>			
1	Centrex Station Link	\$5.00	\$5.00
1	Centrex Statdard Feature Package	\$3.50	\$3.50
1	CREDIT	-\$3.50	-\$3.50
<b>TARLTON DR NSU AIRPORT</b>			
1	Centrex Station Link	\$5.00	\$5.00
1	Centrex Statdard Feature Package	\$3.50	\$3.50
1	CREDIT	-\$3.50	-\$3.50
<b>Identifier-3520516</b>			
1	Business Flat Rate line	\$32.75	\$32.75
1	Hearing Aid	\$0.05	\$0.05
1	Fed Universal Fee	\$1.10	\$1.10
<b>CITY HALL</b>			
13	Centrex Station Link	\$5.00	\$65.00
13	Centrex Statdard Feature Package	\$3.50	\$45.50
13	CREDIT	-\$3.50	-\$45.50
1	Basic Analog TV, City Hall	\$49.95	\$49.95
<b>50-CITY HALL MAYOR MODEM</b>			
1	Centrex Station Link	\$5.00	\$5.00
1	Centrex Statdard Feature Package	\$3.50	\$3.50
1	CREDIT	-\$3.50	-\$3.50
<b>51-AIRPORT</b>			
2	Centrex Station Link	\$5.00	\$10.00
2	Centrex Statdard Feature Package	\$3.50	\$7.00
2	CREDIT	-\$3.50	-\$7.00
<b>51-Community Affairs</b>			
1	Centrex Station Link	\$5.00	\$5.00
1	Centrex Statdard Feature Package	\$3.50	\$3.50
1	CREDIT	-\$3.50	-\$3.50
<b>51-FAX</b>			
1	Centrex Station Link	\$5.00	\$5.00
1	Centrex Statdard Feature Package	\$3.50	\$3.50
1	CREDIT	-\$3.50	-\$3.50

<b>51-WEATHERMATION</b>			
1	Centrex Station Link	\$5.00	\$5.00
1	Centrex Statdard Feature Package	\$3.50	\$3.50
1	CREDIT	-\$3.50	-\$3.50
<b>51-COMMUNITY DEV</b>			
3	Centrex Station Link	\$5.00	\$15.00
3	Centrex Statdard Feature Package	\$3.50	\$10.50
3	CREDIT	-\$3.50	-\$10.50
1	VM	\$4.25	\$4.25
<b>51-02-MAIN ST</b>			
1	Centrex Station Link	\$5.00	\$5.00
1	Centrex Statdard Feature Package	\$3.50	\$3.50
1	CREDIT	-\$3.50	-\$3.50
<b>51-03-BEAUTIFICATION</b>			
1	Centrex Station Link	\$5.00	\$5.00
1	Centrex Statdard Feature Package	\$3.50	\$3.50
1	CREDIT	-\$3.50	-\$3.50
<b>52-PLANNING AND ZONING</b>			
3	Centrex Station Link	\$5.00	\$15.00
3	Centrex Statdard Feature Package	\$3.50	\$10.50
3	CREDIT	-\$3.50	-\$10.50
1	VM	\$4.25	\$4.25
<b>53-FIRE DEPT</b>			
8	Centrex Station Link	\$5.00	\$40.00
8	Centrex Statdard Feature Package	\$3.50	\$28.00
8	CREDIT	-\$3.50	-\$28.00
1	VM	\$4.25	\$4.25
2	Basic Analog TV, Central and West	\$49.95	\$99.90
<b>53-FIRE STATION</b>			
2	Centrex Station Link	\$5.00	\$10.00
2	Centrex Statdard Feature Package	\$3.50	\$7.00
2	CREDIT	-\$3.50	-\$7.00
1	Basic Analog TV, East	\$49.95	\$49.95
<b>54-POLICE SUB STATION</b>			
1	Centrex Station Link	\$5.00	\$5.00
1	Centrex Statdard Feature Package	\$3.50	\$3.50
1	CREDIT	-\$3.50	-\$3.50
<b>54-TOXANALYZER</b>			
1	Centrex Station Link	\$5.00	\$5.00
1	Centrex Statdard Feature Package	\$3.50	\$3.50
1	CREDIT	-\$3.50	-\$3.50
<b>54-POLICE DEPT</b>			
1	Business Flat Rate line	\$32.75	\$32.75
1	Business CallerID	\$7.50	\$7.50
1	Hearing Aid	\$0.05	\$0.05
1	Fed Universal Fee	\$1.10	\$1.10
52	Centrex Station Link	\$5.00	\$260.00
52	Centrex Statdard Feature Package	\$3.50	\$182.00
52	CREDIT	-\$3.50	-\$182.00
3	VM	\$4.25	\$12.75
5	Number assigned w/o facalities	\$0.15	\$0.75
3	Basic Analog TV, PD, PD Annex, PD Task	\$49.95	\$149.85
<b>54-02-ANIMAL SHELTER</b>			
2	Centrex Station Link	\$5.00	\$10.00
2	Centrex Statdard Feature Package	\$3.50	\$7.00
2	CREDIT	-\$3.50	-\$7.00
<b>55-01-PURCHASING</b>			
8	Centrex Station Link	\$5.00	\$40.00
8	Centrex Statdard Feature Package	\$3.50	\$28.00

8	CREDIT	-\$3.50	-\$28.00
5	VM	\$4.25	\$21.25
<b>55-02-CITY GARAGE</b>			
2	Centrex Station Link	\$5.00	\$10.00
2	Centrex Statdard Feature Package	\$3.50	\$7.00
2	CREDIT	-\$3.50	-\$7.00
<b>56-HIGHLAND BALL PARK</b>			
1	Centrex Station Link	\$5.00	\$5.00
1	Centrex Statdard Feature Package	\$3.50	\$3.50
1	CREDIT	-\$3.50	-\$3.50
<b>56-RECREATION</b>			
2	Business Flat Rate line	\$32.75	\$65.50
2	Hearing Aid	\$0.05	\$0.10
2	Fed Universal Fee	\$1.10	\$2.20
7	Centrex Station Link	\$5.00	\$35.00
7	Centrex Statdard Feature Package	\$3.50	\$24.50
7	CREDIT	-\$3.50	-\$24.50
1	VM	\$4.25	\$4.25
<b>56-SAMPITE HALL</b>			
1	Centrex Station Link	\$5.00	\$5.00
1	Centrex Statdard Feature Package	\$3.50	\$3.50
1	CREDIT	-\$3.50	-\$3.50
<b>57-PUBLIC WORKS</b>			
5	Centrex Station Link	\$5.00	\$25.00
5	Centrex Statdard Feature Package	\$3.50	\$17.50
5	CREDIT	-\$3.50	-\$17.50
3	VM	\$4.25	\$12.75
<b>60-UTILITY ADMIN</b>			
4	Business Flat Rate line	\$32.75	\$131.00
4	Hearing Aid	\$0.05	\$0.20
4	Fed Universal Fee	\$1.10	\$4.40
4	Centrex Station Link	\$5.00	\$20.00
4	Centrex Statdard Feature Package	\$3.50	\$14.00
4	CREDIT	-\$3.50	-\$14.00
<b>61-WATER DEPT</b>			
3	Centrex Station Link	\$5.00	\$15.00
3	Centrex Statdard Feature Package	\$3.50	\$10.50
3	CREDIT	-\$3.50	-\$10.50
<b>62-SEWER DEPT</b>			
1	Business Flat Rate line	\$32.75	\$32.75
1	Hearing Aid	\$0.05	\$0.05
1	Fed Universal Fee	\$1.10	\$1.10
1	Centrex Station Link	\$5.00	\$5.00
1	Centrex Statdard Feature Package	\$3.50	\$3.50
1	CREDIT	-\$3.50	-\$3.50
<b>62-SEWER MASTER PUMP</b>			
1	Centrex Station Link	\$5.00	\$5.00
1	Centrex Statdard Feature Package	\$3.50	\$3.50
1	CREDIT	-\$3.50	-\$3.50
<b>53-ELECTRIC DEPT</b>			
2	Business Flat Rate line	\$32.75	\$65.50
2	Hearing Aid	\$0.05	\$0.10
2	Fed Universal Fee	\$1.10	\$2.20
4	Centrex Station Link	\$5.00	\$20.00
4	Centrex Statdard Feature Package	\$3.50	\$14.00
4	CREDIT	-\$3.50	-\$14.00
1	Basic Analog TV, Power Plant	\$49.95	\$49.95
<b>64-UTILITY ANNEX</b>			
2	Business Flat Rate line	\$32.75	\$65.50

2	Hearing Aid	\$0.05	\$0.10
2	Fed Universal Fee	\$1.10	\$2.20
22	Centrex Station Link	\$5.00	\$110.00
22	Centrex Standard Feature Package	\$3.50	\$77.00
22	CREDIT	-\$3.50	-\$77.00
2	VM	\$4.25	\$8.50
<b>Common Services</b>			
20	Network Access Resource (NAR)	\$18.00	\$360.00
20	Fed Universal Fee	\$0.11	\$2.20
20	Hearing Aid	\$1.00	\$20.00
1	Internet 10/5 FTTH connection	\$74.95	\$74.95
	Grand Total		\$ 2,251.80





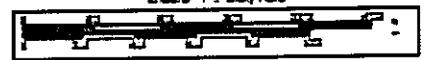
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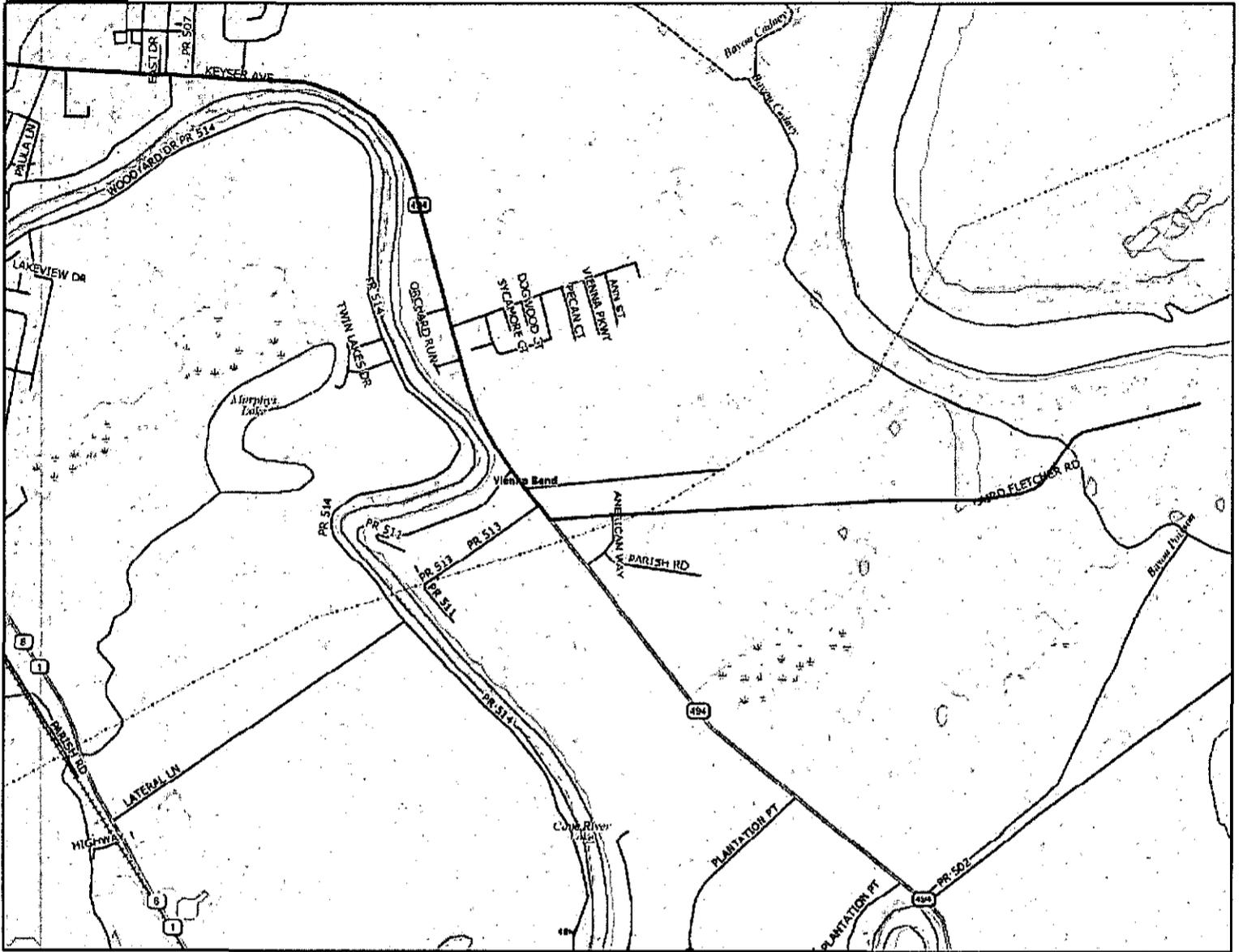


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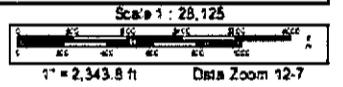
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The following Ordinance was Introduced by Mr. McCain and Seconded by Mr. Nielsen as follows, to-wit:

**ORDINANCE NUMBER 083 OF 2009**

**AN ORDINANCE TO AMEND AND REENACT THE PERSONNEL POLICIES MANUAL OF THE CITY OF NATCHITOCHEs TO ADD A SECTION UNDER "OTHER POLICIES" TO PROVIDE FOR A POLICY FOR THE USE OF TECHNOLOGICAL SYSTEMS AND ELECTRONIC INFORMATION OWNED BY THE CITY OF NATCHITOCHEs, INCLUDING COMPUTER SYSTEMS, E-MAIL, TELEPHONES, VOICEMAIL, FAX MACHINES, EXTERNAL ELECTRONIC BULLETIN BOARDS, WIRE SERVICES, ONLINE SERVICES, INTRANET, INTERNET AND THE WORLD WIDE WEB, AND FURTHER ADDING A FORM ACKNOWLEDGING THE POLICY, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.**

**WHEREAS**, the City of Natchitoches has adopted a "Personnel Policies Manual" the latest version dated June 1, 2003, revised September 1, 2006; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches desires to amend the Personnel Policies Manual to add a section to be entitled "Usage of City of Natchitoches Computer Systems, Related Technology, and Electronic Information" which is to be added under Section 4: "Other Policies", and to further add a form to be entitled "Employee Acknowledgment of Computer Usage Policy" which is to be added under Section 5: "Forms"; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches desires to amend Section 4 of the Personnel Policies Manual to insert an additional section which said section shall read as follows:

**"USAGE OF CITY OF NATCHITOCHEs COMPUTER SYSTEMS,  
RELATED TECHNOLOGY AND ELECTRONIC INFORMATION**

**PURPOSE**

- A. To ensure the security of all elements of the City of Natchitoches computer systems, related technology, and electronic information;
- B. To delineate appropriate uses for all users of City of Natchitoches computer systems;
- C. To promote intellectual development through the use of computer systems, related Technology, and electronic information in a safe environment; and
- D. To ensure compliance with relevant state, local, and federal law.

## POLICY

The City of Natchitoches makes available access to one or more forms of electronic media and services, including computers, e-mail, telephones, voice-mail, fax machines, external electronic bulletin boards, wire services, online services, intranet, Internet and the World Wide Web.

The City of Natchitoches encourages the use of these media and associated services to make communications more efficient and effective and because it is a valuable source of information about vendors, customers, technology, new products and services. Electronic media and services provided by the City of Natchitoches are City of Natchitoches property and the purpose is to facilitate and support official business. All employees have the responsibility to use these resources in a professional, ethical, and lawful manner. To ensure that all employees are responsible, the following procedures and regulations are established for using e-mail and the Internet.

## PROCEDURES

### I. Prohibited communications

- A. Electronic media shall not be used to knowingly access, transmit, retrieve, or store any communication that is:
  - 1. Discriminatory or harassing
  - 2. Derogatory to any individual or group
  - 3. Obscene, sexually explicit, or pornographic
  - 4. Defamatory or threatening
  - 5. In violation of any license governing the use of software
  - 6. Engaged in for any purpose that is illegal or contrary to the City of Natchitoches policy or business interests.

II. Personal use -- The computers, electronic media and services provided are for official use to assist employees in the performance of their jobs. Limited, occasional, or incidental use of electronic media for personal, non-business purposes is acceptable. Such personal use shall be done in a manner that does not negatively affect the systems' use for business purposes. Employees are expected to demonstrate a sense of responsibility and not abuse this privilege.

### III. Access to employee communications

- A. The City of Natchitoches gathers logs for any electronic activities and monitors employee communications directly for the following purposes:
  - 1. Cost analysis
  - 2. Resource allocation
  - 3. Optimum technical management of information resources
  - 4. Detecting patterns of use that indicate employees are violating department or City of Natchitoches policies or engaging in illegal activity.
- B. The City of Natchitoches may review any employee's electronic files and messages to the extent necessary to ensure electronic media and services are being used in compliance with the law, this policy and other City of Natchitoches policies.

### IV. Software and peripherals

- A. Employees shall not download or install any personal software.
- B. Employees shall not connect unauthorized peripherals (i.e. Printers, Scanners, Drives, etc.).

- C. Only software registered through your Department or the City of Natchitoches may be downloaded or installed.
- D. Employees shall contact the Information Systems Administrator for questions concerning the installation of non-departmental software and peripherals.
- E. Exceptions to the above listed policy are permissible only with written consent from the Mayor, a Department Head or the Information Systems Administrator.

#### V. SECURITY/APPROPRIATE USE

- A. Employees shall respect the confidentiality of other individuals' electronic communications. Except in cases in which explicit written authorization has been granted by the Information Systems Administrator, employees shall not engage in, or attempt to engage in the following.
  - 1. Monitor or intercept files or electronic communications of other employees or third parties
  - 2. Hack or obtain access to systems or accounts the employee is not authorized to use
  - 3. Use another person's log-in or password
  - 4. Breach, test, or monitor computer or network security measures
- B. No e-mail or other electronic communications may be sent that attempt to hide the identity of the sender or represent the sender as someone else.
- C. Electronic media and services should not be used in a manner that is likely to cause network congestion or significantly hamper the ability of other people to access and use the system.
- D. Anyone who obtains electronic access to other companies or individuals' materials shall respect all copyrights and shall not copy, retrieve, modify or forward copyrighted materials except as permitted by the copyright owner.

#### VI. Encryption

- A. Employees may only use encryption software supplied to them by the Information Systems Administrator for purposes of safeguarding sensitive or confidential business information.
- B. Employees who use encryption on files stored on a City of Natchitoches computer must provide their supervisor and the Information Systems Administrator with a sealed hard copy record (to be retained in a secure location) of all of the passwords and/or encryption keys necessary to access the files.

#### VII. Participation in online forums

- A. Messages or information sent on City of Natchitoches provided facilities to one or more individuals via an electronic network, i.e., Internet mailing lists, bulletin boards, and online services, are statements identifiable and attributable to the City of Natchitoches.
- B. Participation in some forums might be important to the performance of an employee's job. For instance, an employee might find the answer to a technical problem by consulting members of a news group devoted to the technical area.

VIII. Responsibility for issued equipment

- A. Computers, related peripherals, and hardware shall be properly maintained and cared for by the employee who uses the equipment.
- B. All computers, related peripherals, and hardware shall be turned in to the Information Systems Administrator upon leaving the City of Natchitoches in good condition. No files may be deleted prior to returning the equipment.
- C. Employees may be required to pay for damages to computer equipment caused by negligence, misuse, or abuse

IX. Violations -- Any employee who abuses the privilege of access to e-mail, the Internet, or computer usage in violation of this policy shall be subject to disciplinary action, including verbal or written reprimand, suspension, termination of employment, legal action, and criminal liability.

Violations of some of the above policies may constitute a criminal offense. Individuals using City of Natchitoches computing facilities should be familiar with the Louisiana Revised Statutes 14:73, Computer Related Crimes.”

**WHEREAS FURTHER**, the City Council of the City of Natchitoches desires to amend Section 5 of the Personnel Policies Manual to insert an additional form which said section shall read as follows:

**“EMPLOYEE ACKNOWLEDGMENT OF COMPUTER USAGE POLICY**

I have read, understand, and agree to comply with the foregoing policies, rules and conditions governing the use of the City of Natchitoches’ computer and telecommunications equipment and services. I understand that I have no expectation of privacy when I use any of the telecommunication equipment or services. I am aware that violation of this policy on appropriate use of the e-mail and Internet systems may subject me to disciplinary action, including verbal or written reprimand, suspension of employment, and possible termination from employment, legal action and criminal liability. I further understand that my use of the e-mail and Internet may reflect on the image of the City of Natchitoches to our citizens, customers, competitors and suppliers, and that I have a responsibility to maintain a positive representation of the City of Natchitoches. Furthermore, I understand that this policy can be amended at any time.

\_\_\_\_\_  
Employee Printed Name

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date and Time

\_\_\_\_\_  
Witness”

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

**SECTION 1.** The Personnel Policies Manual of the City of Natchitoches shall be amended and reenacted to add a section that shall be entitled "Usage of City of Natchitoches Computer Systems, Related Technology, and Electronic Information" which said section shall read as follows:

**"USAGE OF CITY OF NATCHITOCHEs COMPUTER SYSTEMS,  
RELATED TECHNOLOGY AND ELECTRONIC INFORMATION**

**PURPOSE**

- A. To ensure the security of all elements of the City of Natchitoches computer systems, related technology, and electronic information;
- B. To delineate appropriate uses for all users of City of Natchitoches computer systems;
- C. To promote intellectual development through the use of computer systems, related Technology, and electronic information in a safe environment; and
- D. To ensure compliance with relevant state, local, and federal law.

**POLICY**

The City of Natchitoches makes available access to one or more forms of electronic media and services, including computers, e-mail, telephones, voice-mail, fax machines, external electronic bulletin boards, wire services, online services, intranet, Internet and the World Wide Web.

The City of Natchitoches encourages the use of these media and associated services to make communications more efficient and effective and because it is a valuable source of information about vendors, customers, technology, new products and services. Electronic media and services provided by the City of Natchitoches are City of Natchitoches property and the purpose is to facilitate and support official business. All employees have the responsibility to use these resources in a professional, ethical, and lawful manner. To ensure that all employees are responsible, the following procedures and regulations are established for using e-mail and the Internet.

**PROCEDURES**

I. Prohibited communications

- A. Electronic media shall not be used to knowingly access, transmit, retrieve, or store any communication that is:
  - 1. Discriminatory or harassing
  - 2. Derogatory to any individual or group
  - 3. Obscene, sexually explicit, or pornographic
  - 4. Defamatory or threatening
  - 5. In violation of any license governing the use of software
  - 6. Engaged in for any purpose that is illegal or contrary to the City of Natchitoches policy or business interests.

II. Personal use -- The computers, electronic media and services provided are for official use to assist employees in the performance of their jobs. Limited, occasional, or incidental use of electronic media for personal, non-business purposes is acceptable. Such personal use shall be done in a manner that does not negatively affect the systems' use for business purposes. Employees are expected to demonstrate a sense of responsibility and not abuse this privilege.

### III. Access to employee communications

- A. The City of Natchitoches gathers logs for any electronic activities and monitors employee communications directly for the following purposes:
  - 1. Cost analysis
  - 2. Resource allocation
  - 3. Optimum technical management of information resources
  - 4. Detecting patterns of use that indicate employees are violating department or City of Natchitoches policies or engaging in illegal activity.
- B. The City of Natchitoches may review any employee's electronic files and messages to the extent necessary to ensure electronic media and services are being used in compliance with the law, this policy and other City of Natchitoches policies.

### IV. Software and peripherals

- A. Employees shall not download or install any personal software.
- B. Employees shall not connect unauthorized peripherals (i.e. Printers, Scanners, Drives, etc.).
- C. Only software registered through your Department or the City of Natchitoches may be downloaded or installed.
- D. Employees shall contact the Information Systems Administrator for questions concerning the installation of non-departmental software and peripherals.
- E. Exceptions to the above listed policy are permissible only with written consent from the Mayor, a Department Head or the Information Systems Administrator.

### V. SECURITY/APPROPRIATE USE

- A. Employees shall respect the confidentiality of other individuals' electronic communications. Except in cases in which explicit written authorization has been granted by the Information Systems Administrator, employees shall not engage in, or attempt to engage in the following.
  - 1. Monitor or intercept files or electronic communications of other employees or third parties
  - 2. Hack or obtain access to systems or accounts the employee is not authorized to use
  - 3. Use another person's log-in or password
  - 4. Breach, test, or monitor computer or network security measures
- B. No e-mail or other electronic communications may be sent that attempt to hide the identity of the sender or represent the sender as someone else.
- C. Electronic media and services should not be used in a manner that is likely to cause network congestion or significantly hamper the ability of other people to access and use the system.
- D. Anyone who obtains electronic access to other companies or individuals' materials shall respect all copyrights and shall not copy, retrieve, modify or forward copyrighted materials except as permitted by the copyright owner.

## VI. Encryption

- A. Employees may only use encryption software supplied to them by the Information Systems Administrator for purposes of safeguarding sensitive or confidential business information.
- B. Employees who use encryption on files stored on a City of Natchitoches computer must provide their supervisor and the Information Systems Administrator with a sealed hard copy record (to be retained in a secure location) of all of the passwords and/or encryption keys necessary to access the files.

## VII. Participation in online forums

- A. Messages or information sent on City of Natchitoches provided facilities to one or more individuals via an electronic network, i.e., Internet mailing lists, bulletin boards, and online services, are statements identifiable and attributable to the City of Natchitoches.
- B. Participation in some forums might be important to the performance of an employee's job. For instance, an employee might find the answer to a technical problem by consulting members of a news group devoted to the technical area.

## VIII. Responsibility for issued equipment

- A. Computers, related peripherals, and hardware shall be properly maintained and cared for by the employee who uses the equipment.
- B. All computers, related peripherals, and hardware shall be turned in to the Information Systems Administrator upon leaving the City of Natchitoches in good condition. No files may be deleted prior to returning the equipment.
- C. Employees may be required to pay for damages to computer equipment caused by negligence, misuse, or abuse

IX. Violations -- Any employee who abuses the privilege of access to e-mail, the Internet, or computer usage in violation of this policy shall be subject to disciplinary action, including verbal or written reprimand, suspension, termination of employment, legal action, and criminal liability.

Violations of some of the above policies may constitute a criminal offense. Individuals using City of Natchitoches computing facilities should be familiar with the Louisiana Revised Statutes 14:73, Computer Related Crimes.”

**SECTION 2.** The Personnel Policies Manual of the City of Natchitoches shall be amended and reenacted to add a form that shall be entitled “Employee Acknowledgment of Computer Usage Policy” which said Form shall read as follows:

**“EMPLOYEE ACKNOWLEDGMENT OF COMPUTER USAGE POLICY**  
I have read, understand, and agree to comply with the foregoing policies, rules and conditions governing the use of the City of Natchitoches’ computer and telecommunications equipment and services. I understand that I have no expectation of privacy when I use any of the telecommunication equipment or services. I am aware that violation of this policy on appropriate use of the e-mail and Internet systems may subject me to disciplinary action, including verbal or written reprimand, suspension of employment, and possible termination from employment, legal action and criminal liability. I further understand that my use

of the e-mail and Internet may reflect on the image of the City of Natchitoches to our citizens, customers, competitors and suppliers, and that I have a responsibility to maintain a positive representation of the City of Natchitoches. Furthermore, I understand that this policy can be amended at any time.

\_\_\_\_\_  
Employee Printed Name

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date and Time

\_\_\_\_\_  
Witness"

**SECTION 3.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

**SECTION 4.** 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 5.** This Ordinance shall go into effect upon publication and in accordance with law.

Said Ordinance having been introduced on the 23<sup>rd</sup> day of November, 2009, published on November 27, 2009, notice of public hearing having been held, the title having been read and the Ordinance considered, on motion by Mr. McCain, and seconded by Mr. Nielsen, to adopt the ordinance, a record vote was taken and the following result was had:

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

**THEREUPON**, the Mayor declared the Ordinance **PASSED** this 14<sup>th</sup> day of December, 2009 by a vote of 5 ayes to 0 nays.

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

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

Delivered to the Mayor on the 15<sup>th</sup> day of December, 2009 at 10:00 A.M.

CITY OF NATCHITOCHES  
MAYOR WAYNE McCULLEN

**Addendum 1A.10.02**

Effective Date: 1 November 2009

Revised Date: 1 November 2009

**COMPUTER USAGE**

Page 1 of 4

**PURPOSE**

- A. To ensure the security of all elements of the City of Natchitoches computer systems, related technology, and electronic information;
- B. To delineate appropriate uses for all users of City of Natchitoches computer systems;
- C. To promote intellectual development through the use of computer systems, related Technology, and electronic information in a safe environment; and
- D. To ensure compliance with relevant state, local, and federal law.

**POLICY**

The City of Natchitoches makes available access to one or more forms of electronic media and services, including computers, e-mail, telephones, voicemail, fax machines, external electronic bulletin boards, wire services, online services, intranet, Internet and the World Wide Web.

The City of Natchitoches encourages the use of these media and associated services to make communications more efficient and effective and because it is a valuable source of information about vendors, customers, technology, new products and services. Electronic media and services provided by the City of Natchitoches are City of Natchitoches property and the purpose is to facilitate and support official business. All employees have the responsibility to use these resources in a professional, ethical, and lawful manner. To ensure that all employees are responsible, the following procedures and regulations are established for using e-mail and the Internet.

**PROCEDURES**

I. Prohibited communications

- A. Electronic media shall not be used to knowingly access, transmit, retrieve, or store any communication that is:
  - 1. Discriminatory or harassing
  - 2. Derogatory to any individual or group
  - 3. Obscene, sexually explicit, or pornographic
  - 4. Defamatory or threatening
  - 5. In violation of any license governing the use of software
  - 6. Engaged in for any purpose that is illegal or contrary to the City of Natchitoches policy or business interests.

- II. Personal use -- The computers, electronic media and services provided are for official use to assist employees in the performance of their jobs. Limited, occasional, or incidental use of electronic media for personal, non-business purposes is acceptable. Such personal use shall

CITY OF NATCHITOCHEs  
MAYOR WAYNE McCULLEN

**Addendum 1A.10.02**

Effective Date: 1 November 2009

Revised Date: 1 November 2009

**COMPUTER USAGE**

Page 2 of 4

be done in a manner that does not negatively affect the systems' use for business purposes. Employees are expected to demonstrate a sense of responsibility and not abuse this privilege.

III. Access to employee communications

A. The City of Natchitoches gathers logs for any electronic activities and monitors employee communications directly for the following purposes:

1. Cost analysis
2. Resource allocation
3. Optimum technical management of information resources
4. Detecting patterns of use that indicate employees are violating department or City of Natchitoches policies or engaging in illegal activity.

B. The City of Natchitoches may review any employee's electronic files and messages to the extent necessary to ensure electronic media and services are being used in compliance with the law, this policy and other City of Natchitoches policies.

IV. Software and peripherals

- A. Employees shall not download or install any personal software.
- B. Employees shall not connect unauthorized peripherals (i.e. Printers, Scanners, Drives, etc.).
- C. Only software registered through your Department or the City of Natchitoches may be downloaded or installed.
- D. Employees shall contact the Information Systems Administrator for questions concerning the installation of non-departmental software and peripherals.
- E. Exceptions to the above listed policy are permissible only with written consent from the Mayor, a Department Head or the Information Systems Administrator.

V. SECURITY/APPROPRIATE USE

- A. Employees shall respect the confidentiality of other individuals' electronic communications. Except in cases in which explicit written authorization has been granted by the Information Systems Administrator, employees shall not engage in, or attempt to engage in the following.
  1. Monitor or intercept files or electronic communications of other employees or third parties
  2. Hack or obtain access to systems or accounts the employee is not authorized to use
  3. Use another person's log-in or password
  4. Breach, test, or monitor computer or network security measures
- B. No e-mail or other electronic communications may be sent that attempt to hide the identity of the sender or represent the sender as someone else.

CITY OF NATCHITOCHEs  
MAYOR WAYNE McCULLEN

**Addendum 1A.10.02**

**COMPUTER USAGE**

Effective Date: 1 November 2009

Page 3 of 4

Revised Date: 1 November 2009

- C. Electronic media and services should not be used in a manner that is likely to cause network congestion or significantly hamper the ability of other people to access and use the system.
- D. Anyone who obtains electronic access to other companies' or individuals' materials shall respect all copyrights and shall not copy, retrieve, modify or forward copyrighted materials except as permitted by the copyright owner.

VI. Encryption

- A. Employees may only use encryption software supplied to them by the Information Systems Administrator for purposes of safeguarding sensitive or confidential business information.
- B. Employees who use encryption on files stored on a City of Natchitoches computer must provide their supervisor and the Information Systems Administrator with a sealed hard copy record (to be retained in a secure location) of all of the passwords and/or encryption keys necessary to access the files.

VII. Participation in online forums

- A. Messages or information sent on City of Natchitoches provided facilities to one or more individuals via an electronic network, i.e., Internet mailing lists, bulletin boards, and online services, are statements identifiable and attributable to the City of Natchitoches.
- B. Participation in some forums might be important to the performance of an employee's job. For instance, an employee might find the answer to a technical problem by consulting members of a news group devoted to the technical area.

VIII. Responsibility for issued equipment

- A. Computers, related peripherals, and hardware shall be properly maintained and cared for by the employee who uses the equipment.
- B. All computers, related peripherals, and hardware shall be turned in to the Information Systems Administrator upon leaving the City of Natchitoches in good condition. No files may be deleted prior to returning the equipment.
- C. Employees may be required to pay for damages to computer equipment caused by negligence, misuse, or abuse

IX. Violations -- Any employee who abuses the privilege of access to e-mail, the Internet, or computer usage in violation of this policy shall be subject to disciplinary action, including verbal or written reprimand, suspension, termination of employment, legal action, and criminal liability.

Violations of some of the above policies may constitute a criminal offense. Individuals using City of Natchitoches computing facilities should be familiar with the Louisiana Revised Statutes 14:73, Computer Related Crimes.

CITY OF NATCHITOCHEs  
MAYOR WAYNE McCULLEN

**Addendum 1A.10.02**

Effective Date: 1 November 2009

Revised Date: 1 November 2009

**COMPUTER USAGE**

Page 4 of 4

EMPLOYEE ACKNOWLEDGEMENT OF COMPUTER USEAGE POLICY

I have read, understand, and agree to comply with the foregoing policies, rules, and conditions governing the use of the **City of Natchitoches's** computer and telecommunications equipment and services. I understand that I have no expectation of privacy when I use any of the telecommunication equipment or services. I am aware that violations of this policy on appropriate use of the e-mail and Internet systems may subject me to disciplinary action, including verbal or written reprimand, suspension of employment, and possible termination from employment, legal action and criminal liability. I further understand that my use of the e-mail and Internet may reflect on the image of the **City of Natchitoches** to our citizens, customers, competitors and suppliers and that I have a responsibility to maintain a positive representation of the City of Natchitoches. Furthermore, I understand that this policy can be amended at any time.

\_\_\_\_\_  
Employee Printed Name

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date and Time

\_\_\_\_\_  
Witness

Upon a motion by, Mr. Mims, seconded by Mr. Payne, the following resolution was offered for adoption:

**ORDINANCE NO. 084 OF 2009**

**ORDINANCE ADDRESSING INJECTION OF OTHER FUNDS  
ASPECTS OF THE PROPOSED FY 2010 - FY 2011 LOUISIANA  
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT**

**WHEREAS**, the City of Natchitoches is desirous of submitting an application to the State of Louisiana, Division of Administration for funding under the FY 2010 - FY 2011 LCDBG program for streets; and

**WHEREAS**, it is necessary to inject other funds into the project construction costs for the appropriate activity to receive additional points, or fractions thereof, relative to the cost effectiveness of the project or if this is not the case, the project may cost more than can be requested under the LCDBG Program; therefore, the City of Natchitoches proposes to use other funds in conjunction with the LCDBG funds, or if this is not the case, a combination of both scenarios, should funding become available;

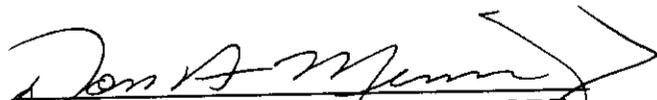
**NOW, THEREFORE BE IT ORDAINED** that the City of Natchitoches has agreed to inject other funds in the amount of \$204,400.00 towards the construction costs of the appropriate activity. A letter stating the specific source, amount, and location of local cash, a line of credit letter from a financial institution such as a bank stating the amount available as a loan, specific evidence of funds to be received from a tax or bond election that has already passed, or a letter from another funding agency stating that the funds have been awarded are currently available for expenditure will be attached and made a part of this resolution. All fees are contingent upon funding of the project by the State of Louisiana, Division of Administration under the FY 2010 or the FY 2011 LCDBG program.

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

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

**THEREUPON**, the Mayor declared the Ordinance **PASSED** this 14<sup>th</sup> day of December, 2009 by a vote of 5 ayes to 0 nays.

  
WAYNE McCULLEN, MAYOR

  
DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 15<sup>th</sup> day of December, 2009 at 10:00 A.M.



*City of Natchitoches*  
Oldest Settlement in the Louisiana Purchase

OFFICE OF THE MAYOR  
**Wayne McCullen**

November 18, 2009

Mrs. Carol Newton, Director  
Division of Administration  
Office of Community Development  
Post Office Box 94095  
Baton Rouge, LA 70804-9095

Re: *City of Natchitoches*  
*Certification of Other Funds*

Dear Mrs. Newton:

The City of Natchitoches has sufficient funds in reserve in the amount of \$204,400.00 to proceed with our FY 2010 – FY 2011 Louisiana Community Development Block Grant streets project. These funds are on deposit with various local financial institutions. Proof of current availability is available on request.

Thank you for your assistance.

Sincerely,

CITY OF NATCHITOCHES

*Wayne McCullen*

Wayne McCullen  
Mayor

The meeting continued with Resolutions, as follows:

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

**RESOLUTION NO 130 OF 2009**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH MIDWEST EMPLOYERS CASUALTY COMPANY FOR THE WORKERS' COMPENSATION EXCESS COVERAGE POLICY FOR THE CITY OF NATCHITOCHE**

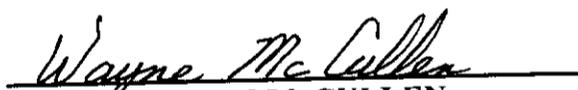
**WHEREAS**, the Insurance Committee has reviewed the proposals submitted for the Workers' Compensation Excess Coverage Policy for the City of Natchitoches and recommend a one-year policy contract beginning January 1, 2010 through January 1, 2011, with annual installments of \$45,073.00, be awarded to Midwest Employers Casualty Company of Louisiana.

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

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

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

**THEREUPON**, the Mayor, Wayne McCullen, declared the Resolution passed by a vote of 5 ayes to 0 nays, this the 14<sup>th</sup> day of December, 2009.

  
MAYOR WAYNE McCULLEN

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

**RESOLUTION NO 131 OF 2009**

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

**WHEREAS**, the Insurance Committee has reviewed the proposals submitted for the Tenant User Liability Insurance for the Natchitoches Events Center for the City of Natchitoches and recommend the one-year contract in the amount of \$12,826.00 for the period December 30, 2009 through December 30, 2010 be awarded to Arthur J. Gallagher Risk Management Services.

**NOW, THEREFORE, BE IT ORDAINED** that the Honorable Wayne McCullen, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for the execution of this contract.

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

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

**THEREUPON**, the Mayor, Wayne McCullen, declared the Resolution passed by a vote of 5 ayes to 0 nays, this the 14<sup>th</sup> day of December, 2009.

  
**MAYOR WAYNE McCULLEN**

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

**RESOLUTION NO. 132 OF 2009**

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER  
INTO A CONTRACT WITH EMPLOYERS RISK MANAGEMENT  
SERVICES AS THE WORKERS COMPENSATION THIRD PARTY  
ADMINISTRATOR FOR THE CITY OF NATCHITOCES**

**WHEREAS**, the Insurance Committee has reviewed the proposals submitted by Employers Risk Management, as a third party administrator, for the handling of worker's compensation claims for the City of Natchitoches; and

**WHEREAS**, the annual premium for this contract is \$12,580.00 for the period January 1, 2010 through January 1, 2011, with an option for a second-year at the same annual premium;

**WHEREAS**, it is the recommendation of the committee that the contract be awarded to Employers Risk Management.

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

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

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

**THEREUPON**, the Mayor, Wayne McCullen, declared the Resolution passed by a vote of 5 ayes to 0 nays, this the 14<sup>th</sup> day of December, 2009.

  
MAYOR WAYNE McCULLEN

The Mayor then called for a motion to dispense with the second meeting for December due to its proximity to Christmas. Mr. McCain made the motion and Ms. Morrow seconded. The roll call vote was as follows:

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

The Mayor declared the Motion as PASSED with a vote of four ayes to one nay.

The Mayor asked if there was any further business to be brought before the Council.

Ms. Morrow questioned whether the junk car ordinance is still in place. The Mayor informed her that it is still in place, and they are still tagging junk cars and removing them. Ms. Morrow advised Chief Dove of locations in her district that need to be looked at and cars tagged for removal.

Ms. Shirley Small Rougeau, of 1449 Washington Street, advised that the treatment of some vendors during Christmas Festival was absolutely atrocious. She said people at Immaculate Conception Church, where they have been for years, were asked to carry their materials from the top of the hill, at the Police Jury Parking Lot, down to Immaculate Conception. She said someone later came in and corrected that, but up to that point, it was a nightmare getting to the vending booths. She also addressed the fact that race is an issue in the City, and specifically addressed the November 21<sup>st</sup> event when they had three minority queens who were not treated with the same respect as the others. She said they were introduced and not asked to say a word. She said she did not think this was respectful to them, and not respectful to any other African-Americans in the audience. She then discussed the triangle on Texas Street, saying that it's a disgrace, because there is one string of lights around the triangle, and its missing bulbs. She said it should be fixed, to make it as attractive as everything else on Front Street and Second, or just take it down, because it's embarrassing.

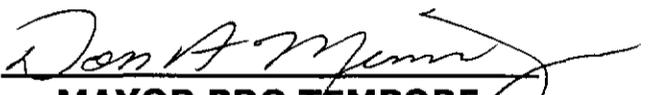
The Mayor responded to Ms. Rougeau's concerns about the Christmas Belles advising that Miss Merry Christmas and the Belles are elected for this specific event, and it is not opened up to any other queens. He said no other queens are invited, and it's up to them whether they attend or not, but it's for Miss Merry Christmas and the Belles.

Ms. Morrow said she feels it is a disgrace for the statement to even be made that it is open just for Miss Merry Christmas and the Belles. She said they all live in the City of Natchitoches, and when it's said that it's open for Miss Merry Christmas and the Belles, it's discriminatory. She said that it was handled improperly because they all live in the City and all pay taxes.

Ms. Rougeau also advised that there had been a busload of black senior citizens from Port Arthur, Texas, who had made reservations at a local restaurant but had to go all the way to DeRidder to get a meal because of the manner in which they were treated. She said this does not speak well for our City.

There being no further business, Mr. Mims made a motion to adjourn the meeting, Mr. Nielsen seconded the motion, and the meeting was adjourned at 8:15 p.m.

  
MAYOR WAYNE McCULLEN

  
MAYOR PRO TEMPORE