

**NATCHITOCHEs CITY COUNCIL MEETING  
FEBRUARY 22, 2010 - 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 FEBRUARY 8, 2010**
5. **BIDS – ADVERTISE:**  
**#017 Mims** Resolution Authorizing The Mayor To Advertise And Accept Bids For The Window Replacement At The Natchitoches Central Fire Station (Bid No. 0497)  
**Committee:** Pat Jones, Edd Lee, Jack McCain, Dennie Boyt
6. **ORDINANCES – FINAL:**  
**#007 McCain** Ordinance Authorizing the Mayor of the City of Natchitoches, Louisiana, to Enter Into a Cooperative Endeavor Agreement with the Natchitoches Historic District Development Corporation, Whereby The City of Natchitoches and the Natchitoches Historic District Development Corporation Will Cooperate and Participate in Programs and Projects with the Historic District of the City of Natchitoches
7. **REPORTS:** Pat Jones – Financial Report
8. **RESOLUTIONS:**  
**#018 Morrow** Resolution Authorizing The Mayor To Execute The Agreement For Joint Use Of Poles Between The City Of Natchitoches And Bellsouth Telecommunications, Inc., d/b/a AT&T Louisiana
9. **OTHER BUSINESS:**
10. **ADJOURNMENT**

**NOTICE TO THE PUBLIC**

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

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

**PROCEEDINGS OF THE CITY COUNCIL  
OF THE CITY OF NATCHITOCHEs, STATE OF LOUISIANA,  
REGULAR MEETING HELD ON  
MONDAY, FEBRUARY 22, 2010, AT SEVEN O'CLOCK, (7:00) P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana, on Monday, February 22, 2010, 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 rise for the Invocation given by Mr. Michael Braxton, Director of Public Works, followed by the Pledge of Allegiance lead by Chief Micky Dove.

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 Meeting continued with Bids, as follows:

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

**RESOLUTION NO. 017 OF 2010**

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE  
AND ACCEPT BIDS FOR THE WINDOW REPLACEMENT  
AT THE NATCHITOCHEES CENTRAL FIRE STATION**

**(BID NO. 0497)**

**WHEREAS**, the City wishes to advertise for Public Bids for the window replacement at the Natchitoches Central Fire Station (Bid No. 0497).

**WHEREAS**, sealed bid proposals will be received until **4:00 P.M.** on **Monday, March 22, 2010** at the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana and at said location publicly opened and read aloud.

**WHEREAS**, upon receipt of proposals the committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Jack McCain, Councilman; and Dennie Boyt, Fire Chief, are to review and make a recommendation of the bids received.

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

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

**AYES: Mims, Nielsen, McCain, Morrow, Payne**  
**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 22<sup>nd</sup> day of February, 2010.

  
**WAYNE McCULLEN, MAYOR**

ADVERTISEMENT FOR BIDS

**CITY OF NATCHITOCHEs, LOUISIANA  
(OWNER)**

Sealed Bids for WINDOW REPLACEMENT AT CENTRAL FIRE STATION (Bid No. 0497) will be received by the CITY OF NATCHITOCHEs, LOUISIANA, at the CITY OF NATCHITOCHEs PURCHASING OFFICE, 1400 SABINE STREET, NATCHITOCHEs, LA 71457 until 4:00 PM on MONDAY, MARCH 22, 2010 and then opened and read aloud at the City Council meeting on Monday, March 22, 2010 at 7:00 p.m. at 716 Second Street, Natchitoches, LA.

The Instructions To Bidders, Bid Form, form of Bid Bond, Agreement Between Owner and Contractor, forms of Performance and Payment Bonds, Drawings, Specifications and other Contract Documents may be examined at the office of the Engineer at:

Nassif Engineering & Architecture, LLC  
270 Blanchard Road  
Natchitoches, LA 71457  
(318) 527-4409

Copies may be obtained from the Engineer, Nassif Engineering and Architecture, LLC, 270 Blanchard Road, Natchitoches, LA 71457, (318) 527-4409, upon payment of \$ 75.00 for each set.

Each Bid is to be accompanied by Bid Security as provided in the Instructions To Bidders and General Conditions. No Bidder may withdraw his Bid within forty-five (45) days after the actual date of opening thereof, except as prescribed in Louisiana Revised Statute 38:2214.C. The Owner reserves the right to waive any informality and to reject any or all Bids for just cause.

Bidder shall provide necessary evidence of authority to sign Bids on behalf of corporations and other legal entities in accord with Louisiana Revised Statute 2212.O.

This project is classified as Building Construction in accord with Louisiana Revised Statute 37:2163.

Date: February 22, 2010

/s/ Wayne McCullen  
Mayor

Publishing Dates:

Tuesday, February 23, 2010

Tuesday, March 2, 2010

Tuesday, March 9, 2010

The meeting continued with Ordinances, as follows:

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

**ORDINANCE NO. 007 OF 2010**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, LOUISIANA, TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE NATCHITOCHEs HISTORIC DISTRICT DEVELOPMENT CORPORATION, WHEREBY THE CITY OF NATCHITOCHEs AND THE NATCHITOCHEs HISTORIC DISTRICT DEVELOPMENT CORPORATION WILL COOPERATE AND PARTICIPATE IN PROGRAMS AND PROJECTS WITH THE HISTORIC DISTRICT OF THE CITY OF NATCHITOCHEs**

**WHEREAS**, the Natchitoches Historic District Development Corporation (sometimes hereinafter referred to as “**NHDDC**”) is a political subdivision of the State of Louisiana which was created by Acts 1998, First Executive Session, Number 154, and amended by Acts 1999, Number 937, section 1 (Revised Statute 25:791) of the for the purpose of the planning and development of the Natchitoches Historic District, a national landmark; and

**WHEREAS FURTHER**, **NHDDC** is charged with providing for the development of tourism and maintenance of the historic integrity of the Natchitoches Historic District (sometimes hereinafter the “**District**”); and

**WHEREAS FURTHER**, among the powers granted to the **NHDDC** are (1) authority to receive grants, donations, funds and other resources, (2) acquire property necessary or desirable for the purposes of the **NHDDC**, and (3) “...enter into contracts including those for the purchase, construction, and improvement of works and facilities necessary in connection with the planning and development” of the **NHDDC**” (see R. S. 25:791 (D)); and

**WHEREAS FURTHER**, at the request of the **CITY**, **NHDDC** participates in projects which result in improvements to the “**District**” and to **CITY** owned property; as examples, such projects in the past and contemplated projects include the following:

- 1) Placement of new lamp posts in the Natchitoches Historic District.
- 2) Sharing of the maintenance costs for the Roque House Gardens.
- 3) Sharing the acquisition cost of the water fountain located in Cane River Lake.
- 4) Sharing the maintenance costs for the traffic circle at the North end of Front Street.

- 5) Sharing the cost of the renovations to the public restroom facility at the North end of Front Street.
- 6) Sharing the cost of a horticulturist.
- 7) Sharing in the cost of landscaping and placement of potted plants and baskets in the District.
- 8) Providing funds for the creation of new set pieces for the Christmas Festival light display and the rehabilitation of old set pieces.
- 9) Sharing the costs associated with improvements and additions to the Virginia Baker Park.
- 10) Sharing the costs associated with the expansion of the North ramp of Rue Beau Port.
- 11) Sharing the costs associated with the dismantling of that building located at the Northwest corner of the intersection of Lafayette Street and Third Street and known as the Dark Store and the development and creation of a green space and signage at that site.

**WHEREAS FURTHER**, the City Council of the City of Natchitoches and the members of the **NHDDC** acknowledge that all of the above projects and programs are beneficial to the City of Natchitoches and contribute to the mission of the **NHDDC**; and

**WHEREAS FURTHER**, at the request of the **CITY**, **NHDDC** has contributed to the salary of the City Horticulturist and the Assistant Horticulturist

**WHEREAS FURTHER**, the participation of the **NHDDC** in the various projects in the District, including the above projects, gives the **NHDDC** the ability to have input in those projects which may result in a project that better fits and enhances the Natchitoches Historic District; and

**WHEREAS FURTHER**, the projects benefit the **CITY**, as the **CITY** gains additional funds to carry out projects in the District and further benefits from the expertise and input from the **NHDDC**; and

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

**WHEREAS FURTHER**, Article 7, Section 14 (C) of the Constitution of the State of Louisiana allows for Cooperative Endeavor Agreements between political subdivisions of the state and provides as follows: “For a public purpose, the state and its political subdivisions or political corporations 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

**WHEREAS FURTHER**, the **CITY** and **NHDDC** desire to enter into a Cooperative Endeavor Agreement under the authority of Article 7, § 14(C) of the Constitution of the State of Louisiana for a public purpose whereby **NHDDC** will provide financial support and technical assistance to the **CITY** for certain projects which enhance the District and promote tourism in the District; and

**WHEREAS FURTHER**, the **CITY** takes cognizance of the fact that the financial support of projects and technical support provided by **NHDDC** are considerable, the expense of which could not economically be borne entirely by the **CITY**; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches and the members of the **NHDDC** are of the opinion that the cooperation as outlined in this agreement are beneficial to the City of Natchitoches and the **NHDDC** and therefore the goals of this agreement meet the Constitutional Requirement of “public purpose”; and

**WHEREAS FURTHER**, the **CITY** and the **NHDDC** acknowledge that the past projects that the two entities have cooperated in as well as the ongoing projects have contributed to the enhancement of the District and the promotion of tourism in the District, all of which is of importance to both the **CITY** and the **NHDDC**; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches desires to enter into a Cooperative Endeavor Agreement with the **NHDDC** to provide for continued joint project and programs all under the terms and conditions set forth on the attached Cooperative Endeavor Agreement; and

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Natchitoches, Louisiana, that the Mayor of the City of Natchitoches, Wayne McCullen is hereby authorized to execute the attached Cooperative Endeavor Agreement with the **NHDDC**.

**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 8<sup>th</sup> day of February, 2010 and advertised in *The Natchitoches Times* on February 12 and 16, 2010 in accordance with law.

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

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

**THEREUPON**, the Mayor declared the Ordinance passed by a vote of 5 ayes to 0 nays, on this the 22<sup>nd</sup> day of February, 2010.

  
WAYNE McCULLEN, MAYOR

  
DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 23<sup>rd</sup> day of February, 2010 at 10:00 A.M.

STATE OF LOUISIANA  
PARISH OF NATCHITOCHES

**COOPERATIVE ENDEAVOR AGREEMENT**  
**BETWEEN THE CITY OF NATCHITOCHES AND**  
**NATCHITOCHES HISTORIC DISTRICT DEVELOPMENT CORPORATION**

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

**THE CITY OF NATCHITOCHES**, a municipal corporation, domiciled in the City and Parish of Natchitoches, State of Louisiana, operating under a Home Rule Charter effective January 1, 1976, which is authorized to make this Agreement under Section 1.07 of the said Home Rule Charter, through its duly authorized Chief Executive Officer, Wayne McCullen, Mayor, acting herein pursuant to Ordinance No. 007 of 2010, passed by the City Council on the 22<sup>nd</sup> day of February, 2010, a copy of which is attached hereto and made a part hereof, with mailing address of Post Office Box 37, Natchitoches, Louisiana 71458-0037, (hereinafter referred to as “**CITY**”);

**AND**

**NATCHITOCHES HISTORIC DISTRICT DEVELOPMENT CORPORATION**, a body politic and corporate and a political subdivision of the State of Louisiana, created pursuant to Louisiana Revised Statute 25:791, et seq., and represented herein by Tyler Murchison, President, duly authorized to act herein pursuant to a Resolution of the Board of Directors of said corporation, dated the 29<sup>th</sup> day of March, 2010, a copy of which is attached hereto and made a part hereof, (sometimes hereinafter referred to as “**NHDDC**”);

**BOTH OF WHOM DECLARED AS FOLLOWS:**

**WHEREAS NHDDC** is a political subdivision of the State of Louisiana which was created by Acts 1998, First Executive Session, Number 154, and amended by Acts 1999, Number 937, section 1 (Revised Statute 25:791) of the for the purpose of the planning and development of the Natchitoches Historic District, a national landmark; and

**WHEREAS FURTHER, NHDDC** is charged with providing for the development of tourism and maintenance of the historic integrity of the Natchitoches Historic District (sometimes hereinafter the “**District**”); and

**WHEREAS FURTHER**, among the powers granted to the **NHDDC** are (1) authority to receive grants, donations, funds and other resources, (2) acquire property necessary or desirable for the purposes of the **NHDDC**, and (3) “...enter into contracts including those for the purchase, construction, and improvement of works and facilities necessary in connection with the planning and development” of the **NHDDC**” (see R. S. 25:791 (D)); and

**WHEREAS FURTHER**, at the request of the **CITY, NHDDC** participates in projects which result in improvements to the “District” and to **CITY** owned property; as examples, such projects in the past and contemplated projects include the following:

- 1) Placement of new lamp posts in the Natchitoches Historic District;
- 2) Sharing of the maintenance costs for the Roque House Gardens;
- 3) Sharing the acquisition cost of the water fountain located in Cane River Lake;
- 4) Sharing the maintenance costs for the traffic circle at the North end of Front Street;
- 5) Sharing the cost of the renovations to the public restroom facility at the North end of Front Street;
- 6) Sharing the cost of a horticulturist;
- 7) Sharing in the cost of landscaping and placement of potted plants and baskets in the District;
- 8) Providing funds for the creation of new set pieces for the Christmas Festival light display and the rehabilitation of old set pieces;
- 9) Sharing the costs associated with improvements and additions to the Virginia Baker Park;
- 10) Sharing the costs associated with the expansion of the North ramp of Rue Beau Port; and
- 11) Sharing the costs associated with the dismantling of that building located at the Northwest corner of the intersection of Lafayette Street and Third Street and known as the Dark Store and the development and creation of a green space and signage at that site.

**WHEREAS FURTHER**, the City Council of the City of Natchitoches and the members of the **NHDDC** acknowledge that all of the above projects and programs are beneficial to the City of Natchitoches and contribute to the mission of the **NHDDC**; and

**WHEREAS FURTHER**, at the request of the **CITY, NHDDC** has contributed to the salary of the City Horticulturist and the Assistant Horticulturist

**WHEREAS FURTHER**, the participation of the **NHDDC** in the various projects in the District, including the above projects, gives the **NHDDC** the ability to have input in those projects which may result in a project that better fits and enhances the Natchitoches Historic District; and

**WHEREAS FURTHER**, the projects benefit the **CITY**, as the **CITY** gains additional funds to carry out projects in the District and further benefits from the expertise and input from the **NHDDC**; and

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

**WHEREAS FURTHER**, Article 7, Section 14 (C) of the Constitution of the State of Louisiana allows for Cooperative Endeavor Agreements between political subdivisions of the state and provides as follows: “For a public purpose, the state and its political subdivisions or political corporations 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

**WHEREAS FURTHER**, the **CITY** and **NHDDC** desire to enter into a Cooperative Endeavor Agreement under the authority of Article 7, § 14(C) of the Constitution of the State of Louisiana for a public purpose whereby **NHDDC** will provide financial support and technical assistance to the **CITY** for certain projects which enhance the District and promote tourism in the District; and

**WHEREAS FURTHER**, the **CITY** takes cognizance of the fact that the financial support of projects and technical support provided by **NHDDC** are considerable, the expense of which could not economically be borne entirely by the **CITY**; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches and the members of the **NHDDC** are of the opinion that the cooperation as outlined in this agreement are beneficial to the City of Natchitoches and the **NHDDC** and therefore the goals of this agreement meet the Constitutional Requirement of “public purpose”; and

**WHEREAS FURTHER**, the **CITY** and the **NHDDC** acknowledge that the past projects that the two entities have cooperated in as well as the ongoing projects have contributed to the enhancement of the District and the promotion of tourism in the District, all of which is of importance to both the **CITY** and the **NHDDC**; and

**ACCORDINGLY BY THESE PRESENTS**, the parties do hereby contract and agree as follows, to-wit:

1) **NHDDC** and the **CITY** agree to continue to cooperate and participate in programs that are of mutual benefit to the **NHDDC** and the **CITY** and that promote the stated goals and purposes of the **NHDDC** and **CITY**.

2) **NHDDC** and the **CITY** acknowledge, approve of and agree to continue participation in the following projects which are established and may be ongoing:

- 1) Placement of new lamp posts in the Natchitoches Historic District;
- 2) Sharing of the maintenance costs for the Roque House Gardens;
- 3) Sharing the acquisition cost of the water fountain located in Cane River Lake;
- 4) Sharing the maintenance costs for the traffic circle at the North end of Front Street;
- 5) Sharing the cost of the renovations to the public restroom facility at the North end of Front Street;
- 6) Sharing the cost of a horticulturist;
- 7) Sharing in the cost of landscaping and placement of potted plants and baskets in the District;
- 8) Providing funds for the creation of new set pieces for the Christmas Festival light display and the rehabilitation of old set pieces;
- 9) Sharing the costs associated with improvements and additions to the Virginia Baker Park;
- 10) Sharing the costs associated with the expansion of the North ramp of Rue Beau Port; and
- 11) Sharing the costs associated with the dismantling of that building located at the Northwest corner of the intersection of Lafayette Street and Third Street and known as the Dark Store and the development and creation of a green space and signage at that site.

3) **NHDDC** and the **CITY** agree to continue to cooperate in other projects that may come forward and that benefits the goals and purposes of both the **NHDDC** and the **CITY**.

4) The parties further stipulate and agree that this is a Cooperative Endeavor Agreement, and the **CITY** and the **NHDDC** are contracting for a public purpose, but the employees of the **CITY** shall not be the employees of **NHDDC**, and the employees of **NHDDC**, if any, shall not be employees of the **CITY**.

5) The parties stipulate and agree that this is a contract for services and for cooperation in joint projects and the employees, agents, representatives of **NHDDC** will not be considered to be employees of the **CITY**. And likewise, the employees, agents, representatives and all other persons connected or employed by the City of Natchitoches, shall not be considered to be employees of **NHDDC**.

6) The parties agree that **CITY** will have title to any property acquired or improved under any joint project hereunder, unless specifically stated otherwise in writing.

7) The initial term of this Cooperative Endeavor is January 1, 2010, through December 31, 2010, and shall be automatically extended on a year-to-year basis. This agreement may be amended from time to time to add additional joint projects by mutual consent of the parties, to be evidence by a written description of the new joint project, a statement of the contribution to be made by each party, which instrument shall be marked as an exhibit to this Cooperative Endeavor Agreement and executed by both parties to this Agreement.

**THUS DONE AND PASSED** before me the undersigned Notary Public and subscribing witnesses on this the 29<sup>th</sup> day of March, 2010, at Natchitoches, Louisiana.

**WITNESSES:**

Carol S. Steadman

**CITY OF NATCHITOCHE**

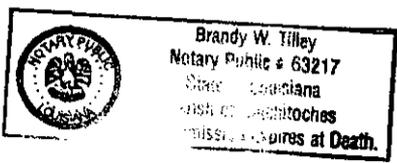
By: Wayne McCullen  
WAYNE McCULLEN, Mayor

**NATCHITOCHE HISTORIC DISTRICT  
DEVELOPMENT CORPORATION**

Carrie Bennett

By: Tyler Murchison, President

Brandy W. Tilley  
NOTARY PUBLIC  
No. 63217



Mr. Pat Jones presented the Finance Report, a copy of which is attached.

**CITY OF NATCHITOCHEES  
UTILITY (PROPRIETARY) FUND BUDGET REPORT  
AS OF JANUARY 31, 2010**

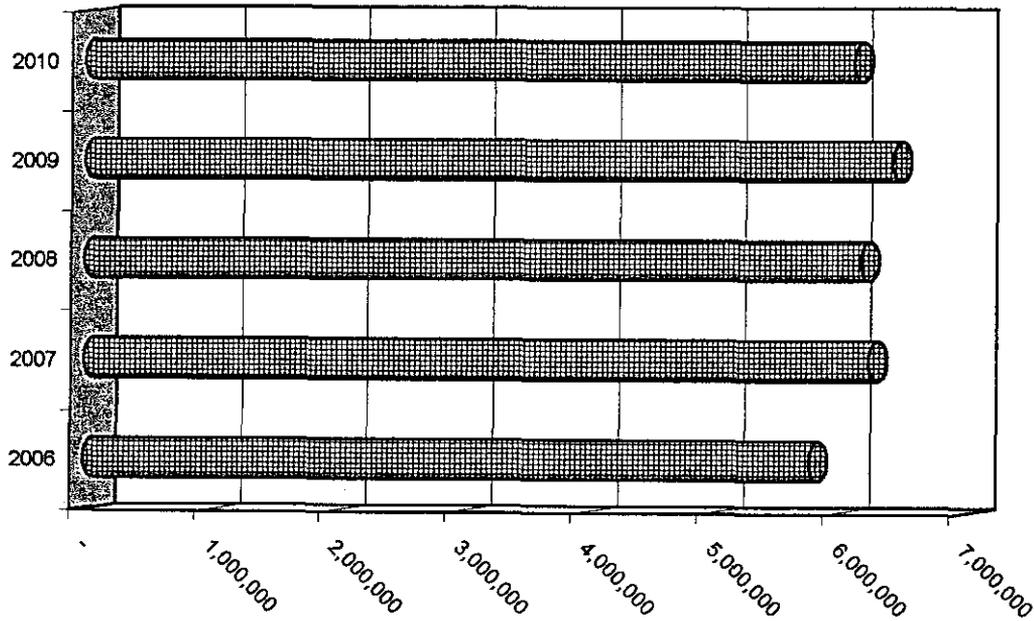
	CURRENT MONTH				YEAR TO DATE			
	TOTAL	MONTHLY	ACTUAL	UNDER	YTD	ENCUM-	UNREALIZED /	PERCENT
	BUDGET	BUDGET *1	BUDGET	BUDGET	ACTUAL	BRANCES	AVAILABLE	RECEIVED/
	09/10 FY						BALANCE	EXPENSED
<b>REVENUE</b>	39,420,101	3,285,008	2,257,135	(1,027,873.75)	19,404,248		20,015,853	49.22%
<b>EXPENDITURES</b>								
<b>DEPARTMENT:</b>								
UTILITY ADMINISTRATION	335,116	27,926	27,265	661.71	167,128	1,775	166,213	50.40%
WATER	1,667,740	138,978	132,001	6,976.84	1,087,237	18,539	561,964	66.30%
SEWER	1,461,365	121,780	106,583	15,197.82	786,687	20,096	654,582	55.21%
ELECTRIC	26,402,751	2,200,229	1,464,140	736,088.85	11,321,064	1,233,018	13,848,669	47.55%
UTILITY BILLING	963,229	80,269	79,946	322.94	680,137	52,877	230,214	76.10%
INDIRECT	8,589,900	715,825	624,874	90,950.57	5,523,453	150	3,066,297	64.30%
<b>TOTAL UTILITY FUND</b>	<b>39,420,101</b>	<b>3,285,008</b>	<b>2,434,810</b>	<b>850,198.74</b>	<b>19,565,707</b>	<b>1,326,455</b>	<b>18,527,939</b>	<b>53.00%</b>

FOOTNOTES:

\*1 - 1/12th OF TOTAL BUDGET

% BUDGET YEAR ELAPSED 67%  
% BUDGET EXPENDED 53%

## CITY OF NATCHITOCHEES FISCAL YEAR SALES TAX COLLECTIONS



### REVENUE YEAR TO DATE

PERIOD	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	DIFF 09/10	DIFF %
JUN	606,929	683,469	693,346	821,444	754,700	(66,744)	-8.13%
JUL	1,373,304	1,698,248	1,532,393	1,662,543	1,560,571	(101,972)	-6.13%
AUG	1,989,398	2,380,423	2,222,924	2,420,754	2,284,368	(136,386)	-5.63%
SEP	2,637,487	3,117,650	2,962,640	3,212,618	3,025,385	(187,233)	-5.83%
OCT	3,423,196	3,867,172	3,732,380	4,031,123	3,758,870	(272,253)	-6.75%
NOV	4,155,087	4,599,431	4,505,332	4,768,032	4,451,711	(316,321)	-6.63%
DEC	4,762,041	5,300,707	5,254,468	5,511,201	5,202,586	(308,615)	-5.60%
JAN	5,773,293	6,239,291	6,177,875	6,427,824	6,120,707	(307,117)	-4.78%

CITY OF NATCHITOCHEES  
GENERAL FUND BUDGET REPORT  
AS OF JANUARY 2010

	CURRENT MONTH			YEAR TO DATE				
	TOTAL BUDGET 09/10 FY	MONTHLY BUDGET *1	ACTUAL	(OVER) UNDER BUDGET	YTD ACTUAL	ENCUM- BRANCES	UNREALIZED AVAILABLE BALANCE	PERCENT RECEIVED/ EXPENSED
REVENUE	12,889,201	1,074,100	1,450,872	376,771.70	7,225,852		5,663,349	56.06%
EXPENDITURES								
DEPARTMENT:								
CITY HALL / FINANCE	516,744	43,062	52,665	(9,602.81)	304,097	2,288	210,359	59.29%
COMMUNITY DEVELOPMENT	525,612	43,801	57,989	(14,187.98)	331,482	7,779	186,350	64.55%
PLANNING & ZONING	175,606	14,634	17,619	(2,985.26)	111,780	290	63,536	63.82%
FIRE DEPARTMENT	2,404,358	200,363	300,998	(100,634.70)	1,546,481	4,573	853,304	64.51%
POLICE DEPARTMENT	3,860,834	321,736	421,975	(100,238.42)	2,342,278	3,959	1,514,597	60.77%
ANIMAL SHELTER	131,382	10,949	14,014	(3,065.87)	81,113	732	49,536	62.30%
PURCHASING	328,683	27,390	27,001	388.88	168,367	152	160,163	51.27%
CITY GARAGE	203,372	16,948	15,367	1,580.97	107,913	193	95,265	53.16%
RECREATION *2	886,447	73,871	74,526	(655.40)	607,955	2,395	276,096	68.85%
PUBLIC WORKS	1,454,994	121,250	153,652	(32,402.37)	916,444	5,667	532,884	63.38%
INDIRECT EXPENSE	2,191,385	182,615	153,007	29,608.78	1,294,126	1,887	895,372	59.14%
PROGRAMMING & PROMOTIONS	209,784	17,482	15,213	2,268.81	114,316	2,412	93,055	55.64%
TOTAL GENERAL FUND	12,889,201	1,074,100	1,304,025	(229,925.38)	7,926,353	32,328	4,930,519	61.75%

FOOTNOTES:

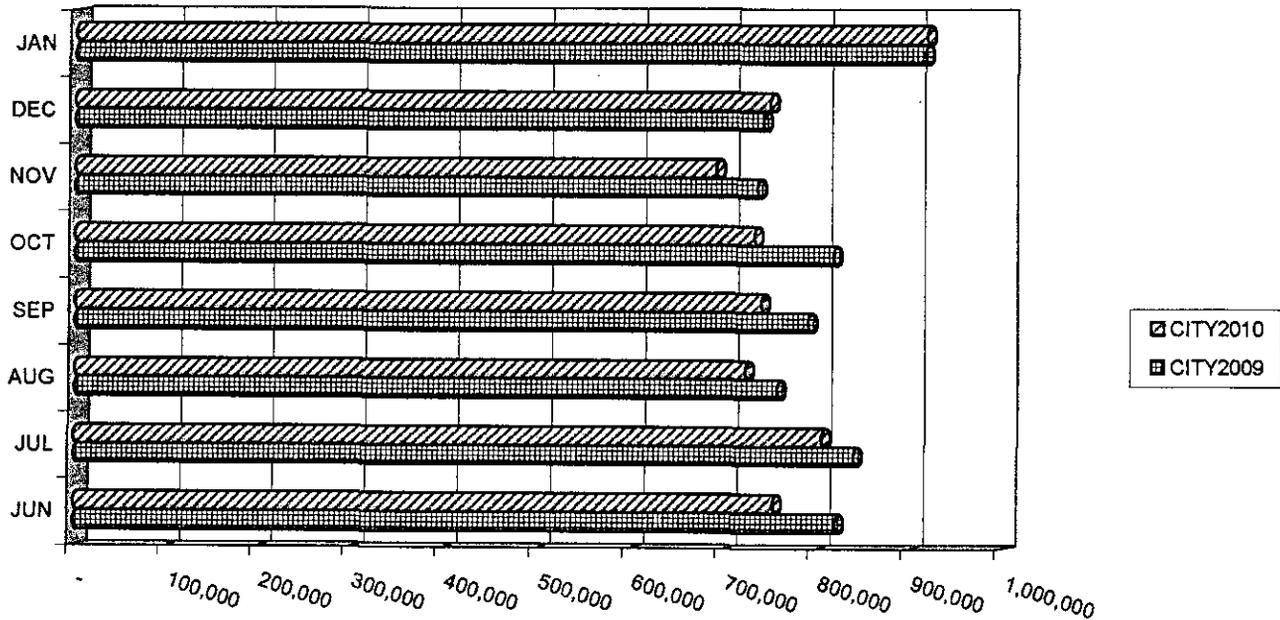
\*1 - 1/12th OF TOTAL BUDGET

\*2 - SEASONAL ACTIVITY

% BUDGET YEAR ELAPSED 67%

% BUDGET EXPENDED 62%

# CITY OF NATCHITOCHEES FISCAL YEAR SALES TAX COLLECTIONS



**REVENUE BY MONTHS**

PERIOD	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	DIFF 09/10	DIFF %
JUN	606,929	683,469	693,346	821,444	754,700	(66,744)	-8.13%
JUL	766,375	1,014,779	839,047	841,099	805,871	(35,228)	-4.19%
AUG	616,094	682,175	690,531	758,211	723,797	(34,414)	-4.54%
SEP	648,089	737,227	739,716	791,864	741,017	(50,847)	-6.42%
OCT	785,709	749,522	769,740	818,505	733,485	(85,020)	-10.39%
NOV	731,891	732,259	772,952	736,909	692,841	(44,068)	-5.98%
DEC	606,954	701,276	749,136	743,169	750,875	7,706	1.04%
JAN	1,011,252	938,584	923,407	916,623	918,121	1,498	0.16%

The meeting continued with Resolutions, as follows:

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

**RESOLUTION NO. 018 OF 2010**

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT FOR JOINT USE OF POLES BETWEEN THE CITY OF NATCHITOCHESS AND BELLSOUTH TELECOMMUNICATIONS, INC., d/b/a AT&T LOUISIANA**

**WHEREAS**, The historical “Joint-Pole-Use” contract with Bell South Telecommunications expired on December 31 2002, and

**WHEREAS**, The City and AT&T Communications have reached a negotiated agreement for payment for past years of un-resolved pole use, and have reached an agreement for the future annual rate for pole use, which includes cost update provisions, and

**WHEREAS**, The City and AT&T Telecommunications desire to re-establish a “Joint-Pole-Use” working agreement between both parties.

**NOW, THEREFORE, BE IT RESOLVED** The City Council does hereby authorize Mayor Wayne McCullen to sign any and all related documents associated with the settlement for past years of un-resolved pole use and the re-establishment of a working “joint-pole-use” contract between the City and AT&T telecommunications.

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

**AYES: Morrow, Nielsen, Mims, McCain, Payne**  
**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 22<sup>nd</sup> day of February, 2010.

  
WAYNE McCULLEN, MAYOR

**AGREEMENT FOR JOINT USE OF POLES  
BETWEEN NATCHITOCHEES, LA AND BELLSOUTH  
TELECOMMUNICATIONS, INC. D/B/A AT&T LOUISIANA**

**THIS AGREEMENT**, made this   1st   day of   January  , 2010  
by and between City of Natchitoches, Louisiana, a municipal corporation  
of the State of Louisiana, hereinafter called the “**City**”, party of the first part, and  
BellSouth Telecommunications, Inc. d/b/a AT&T Louisiana, a corporation of the State of  
Georgia, hereinafter called the “**Telephone Company**”, party of the second part.

**WITNESSETH:**

**WHEREAS**, the City is engaged in the business of constructing, maintaining and  
operating an electric light and power plant in the City of Natchitoches, Louisiana, and  
vicinity; and,

**WHEREAS**, the **Telephone Company** conducts its business in the same  
territory; and,

**WHEREAS**, in many instances, the same roads, streets, alleys, highways, public  
and private places are used by the corporations referred to above, for the erection of poles  
and for the placing thereon of the wires and attachments used in their respective  
businesses, and it is often desirable that certain poles be used jointly by said corporations;  
and,

**WHEREAS**, neither party can legally attach to the poles of the other, without the  
other party’s permission as outlined in this Agreement; and,

**WHEREAS**, attachments upon and in connection with poles jointly used should be under the specifications referenced in this Agreement; and,

**WHEREAS**, it is manifestly proper that each party hereto shall pay a fair rental for the occupancy of poles of the other;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, to be faithfully kept and performed, the parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

## **ARTICLE I**

### **DEFINITIONS**

For the purpose of this agreement, the following terms when used herein, unless the context indicates otherwise, shall have the following meaning:

**ATTACHMENTS** are any material or apparatus, excluding ground wires, now or hereafter used by either party in the construction, operation or maintenance of its plant carried on poles. Pedestals adjacent, but not affixed, to a Joint Use Pole shall not be considered Attachments.

**BUSINESS DAY** means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday in New York. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time for the relevant Party's principal place of business.

**CODE** means the National Electrical Safety Code (NESC), as amended from time to time.

**HANDY-WHITMAN INDEX** is an index compiled by Whitman, Requardt, and Associates, LLP especially for electric, gas, and water utilities. The index furnishes a yardstick for the fluctuations in the value of property. For the purposes of this agreement, index information shall be obtained from the "Electric Utility Construction" section (South Central Region), line number 44-pertaining to Poles, Towers, & Fixtures (FERC account no. 364). In the event that compilation or publication of the Handy-Whitman Index is discontinued, the parties agree to negotiate in good faith for a substituted index to be used in place of Handy-Whitman.

**JOINT USE** is maintaining the attachments of both parties on the same pole at the same time.

**JOINT POLE** is a pole upon which specific space is provided under this agreement for the attachments of both parties.

**LICENSEE AND OWNER:** **LICENSEE** is the party having the right under this agreement to make attachments to a pole of which the other party is the **OWNER**.

**POLE AND POLES** include, respectively, the singular and plural.

**REARRANGING** is the moving of attachments from one position to another on a Joint Pole.

**RELOCATING** is to change the location of an existing Pole by removing and reinstalling said Pole in a new location or installing a new Pole in the new location and removing the existing Pole.

**RESERVED**, as applied to space on a pole, means that such space is unoccupied space provided and maintained by the **Owner**, to the extent allowed by law, either for its own exclusive use, or expressly for the Licensee's exclusive use at the Licensee's request.

**STANDARD SPACE** is the following described space on a Joint Pole for the exclusive use of each party, as further described in Appendix A:

- (1) for the **City**, the uppermost eight (8') feet of a Standard Joint Pole, beginning six inches below the top of the pole, including transformer and other miscellaneous assemblies;
- (2) for the **Telephone Company**, a space of three (3) feet measured upward from the point of Attachment on the Pole required to provide at all times the Code minimum clearance above ground for the lowest horizontally run line, wire or cable attached in such space except where by mutual agreement of the field representatives of the parties, sound engineering practices dictate a higher minimum clearance.

**STANDARD JOINT POLE** is a forty-five (45') foot wood pole.

**TRANSFERRING** is the moving of attachments from one pole and placing them upon another.

## ARTICLE II

### POLES COVERED BY AGREEMENT

This **Agreement** shall cover all existing utility poles of each of the parties, and any other wood poles hereafter erected or acquired by either of them within the following described territory: Within the corporate limits of the **City of Natchitoches, Louisiana**, and within the territory immediately surrounding the said City, except poles, not yet in Joint Use, which carry, or are intended by the Owner to carry circuits of such character that, in the Owner's judgment, makes joint use of such Poles undesirable because of a bona fide technical or operational reason;

## ARTICLE III

### PERMISSION FOR JOINT USE

Each party hereto hereby permits the joint use by the other party of any of its poles covered by this Agreement, subject to the terms and conditions stated in this Agreement.

## ARTICLE IV

### SPECIFICATIONS

Except as otherwise provided in Article IX (A) and (B), the joint use of the poles covered by this Agreement shall at all times be in conformity with the requirements of the Code in effect at the time the respective Attachments are made, and with such additional requirements as may be mutually authorized by both parties in writing or which may be required by law.

## ARTICLE V

### CONDITIONS FOR USE OF SPACE

Subject to the terms and conditions of this Agreement, each party hereby permits joint use by the other party of any of its poles in accordance with the Standard Space allocation and the following:

A. Standard Space may be used by the party to which it is not allocated if the proposed use is authorized by the requirements of the Code and such use does not preclude the use of the space by the party to which such space is allocated.

B. If the Standard Space is subsequently needed and the Code provisions cannot be met, then the party to whom the space is not allocated, but who is utilizing the space allocated to the other party pursuant to section A of this Article, shall be responsible, at its sole expense, for the cost of rearrangement or pole change out when necessary in order to accommodate the party who was allocated the Standard Space.

C. So long as the provisions of the Code are met, space that is not allocated may be used for vertical runs and/or the mounting of equipment or attachments by either party. If the Code provisions cannot subsequently be met, then billing for any required modification will be in accordance with Article VIII.

## **ARTICLE VI**

### **RIGHT-OF-WAY FOR LICENSEE'S ATTACHMENTS**

A. The Owner and the Licensee shall cooperate in obtaining rights-of-way for both parties on joint use poles. Before the Licensee places any attachments, the Licensee shall obtain any public or private consents and grant that may be necessary for the by it of such pole or poles and, when required by Owner, produce reasonable evidence of having obtained such consents. The Owner does not guarantee that property owners will grant a right of way to the Licensee, and if objections are raised to an Attachment, then the Licensee shall remove the Attachments from the poles involved at its own expense.

B. The Owner shall, when constructing a new Joint Use Pole line, clear either side of the right-of-way. Subsequent trimming shall be the responsibility of the party requiring the trimming.

## **ARTICLE VII**

### **PLACING, TRANSFERRING OR REARRANGING ATTACHMENTS**

Whenever the Licensee desires to place an initial Attachment on any pole of the Owner within the territory covered by this Agreement, the Licensee shall, before placing its initial Attachment on said pole, give to the Owner written notice thereof, specifying in such notice the location of the pole in question, and the number and kind of attachments which the Licensee desires to place thereon and the character of the circuits to be used. Within ten (10) days after the receipt of such notice, the Owner shall notify the Licensee in writing, whether said pole is of those excepted under the provisions of Article II or not. Upon receipt by the Licensee of notice from the Owner that said pole is not of those

excepted and after the completion of any transferring or rearranging which is then required in respect to said poles, Licensee may proceed to place its attachments thereon. If Owner does not respond to the application notice within the ten (10) day time period, the application shall be deemed approved and the Licensee may commence work. Notwithstanding this provision, Licensee shall not have to provide notice or make application before placing service drops or additional attachments on a Joint Pole.

A. Except as herein otherwise expressly provided, each party shall, at its own expense, place, maintain, rearrange, transfer and remove its own attachments, and shall at all times perform such work promptly and in such a manner as not to interfere with the service of the other party.

B. Upon completion of work by the Owner which necessitates the transfer of the Licensee's attachments, including the removal of any and all third party attachments, the Owner shall provide notice in writing or by electronic means to the Licensee and the parties shall determine a mutually agreeable time frame within which Licensee will transfer its Attachments. If Licensee does not transfer its Attachments within the designated time frame, Owner may transfer ownership of the subject pole(s) by sending Licensee written notice of the transfer of ownership. Upon receipt of such notification, such pole shall become the property of the Licensee and, to the extent not prohibited by law, Licensee shall defend (at the option of the former Owner), indemnify and hold the former Owner of such Pole(s) harmless from and against all claims, demands, actions, suits, judgments, obligations, liability, damages, cost, expenses, or charges incurred thereafter, because of or arising out of the presence, location or condition of such pole(s)

or any of Licensee's Attachments thereon, unless such claims, liabilities or damages arise from the negligence or intentional acts or omissions of the former Owner.

C. Where joint use has been established and either party desires to change the character or operating condition of its circuits on such Joint Poles, such party shall give thirty (30) days' notice to the other party of such contemplated change.

1. In the event that the other party agrees to joint use with such changed circuits, then joint use of such poles shall be continued, and the construction shall be in accordance with the Code, latest edition. All costs related to the construction, including pole replacements and transfer costs, shall be paid by the party requesting the change.

2. In the event, however, that the other party fails within thirty (30) days from the receipt of such notice to agree in writing to such change, then both parties shall co-operate in accordance with the following plan:

(a) The parties hereto shall determine what circuits shall be removed from the Joint Poles involved and the net cost of establishing in a new location such circuits or lines as may be necessary to furnish the same business facilities that existed in the joint use existing at the time such change was decided upon; and

(b) The net costs of removing such circuits to the new location shall be paid by the party requesting the change

## **ARTICLE VIII**

### **ERECTING, REPLACING OR RELOCATING POLES**

A. Whenever any jointly used pole, or any pole about to be so used under the provisions of this Agreement is insufficient in size or strength for the existing attachments and for the proposed immediate additional attachments thereon, the Owner shall promptly replace such pole with a new pole of the necessary size and strength, and make such other changes in the existing pole line in which such pole is included, as the

conditions may then require, and bill the costs to the party requiring change. Billing for such modifications shall be in accordance with subsections (E) and (F) of this Article.

B. Whenever it is necessary to change the location of a jointly used pole, by reason of any state, municipal or other governmental requirement, or the requirement of a property owner, the Owner shall, before making such change in location, give notice thereof in writing to the Licensee, specifying in such notice the time of such relocation, and the Licensee shall transfer its attachments to the pole at the new location in accordance with Article VII (C).

C. Whenever either party hereto is about to erect a new pole line within the territory covered by this Agreement, either as an additional pole line, as an extension of an existing pole line, or as the reconstruction of an existing pole line, and if the poles of such new line so to be erected are not of those excepted under Article II, such party shall give written notice to that effect to the other party at the least ninety (90) days before beginning the work of erecting such new poles, except in cases of emergency which warrant a shorter time period for notice, and shall submit with such notice its plans showing the proposed location and character of the new poles and the amount of space thereon that it requires for its own use together with standard space for the use of the other party. The other party shall, within ten (10) days after the receipt of such notice, reply in writing to the party erecting the new poles, stating whether such other party does, or does not, desire space on the said poles, and if it does desire space thereon, whether the plans submitted satisfactorily provide for the requirements of such other party; and if not, such other party shall then specify in writing what its requirements are. If such other party requests space on the new poles, and if the space so requested is greater than

standard space, said plans shall be so modified as to provide the additional space so requested, and the pole line shall thereupon be erected in accordance with said modified plans. The cost of construction associated with providing for the additional space will be billed in accordance with subsections (E) and (F) of this Article.

D. In any case where the parties hereto shall conclude arrangements for the joint use hereunder of any new poles to be erected, the party then owning the smaller number of Joint Poles under this agreement may elect, but shall not be obligated to erect new Joint Poles and be the Owner thereof and such new Joint Poles shall be subject to the terms of this Agreement.

E. The costs of erecting new Joint Poles coming under this Agreement, either as new pole lines, as extensions of existing pole lines, as installations of new poles in existing joint use pole lines, or to replace existing poles, shall be borne by the parties as follows:

1. A Standard Joint Pole, or a Joint Pole shorter than the standard, shall be erected at the sole expense of the Owner. In the case of a pole requested by the Licensee to be installed as an additional pole between existing poles in an existing line due wholly to the Licensee's requirements, the Licensee shall bear the entire cost of erecting such a pole.
2. A pole taller than the standard, the extra height of which is due wholly to the Owner's requirements, shall be erected at the sole expense of the Owner.
3. In the case of a pole taller than the standard, the extra height of which is due wholly to the Licensee's requirements, the Licensee shall pay to the Owner a sum equal to the difference between the cost in place of such pole and the cost in place of a Standard Joint Pole; the rest of the cost of erecting such pole to be borne by the Owner. If Owner adds features or betterments not required by Licensee, Owner shall pay the costs associated with such features or betterments.

4. In the case of a pole taller than the standard, the extra height of which is due to the requirements of both parties, the Licensee shall pay to the Owner a sum equal to one-half (1/2) the difference between the cost in place of such pole and the cost in place of a Standard Joint Pole, the rest of the cost of erecting such pole to be borne by the Owner.

5. In the case of a pole taller than the standard, where a height in addition to that needed for the purpose of either or both of the parties hereto is necessary in order to meet the requirements of public authority or of property owners, one-half (1/2) of the excess cost of such pole shall be borne by the Licensee; the rest of the cost of such pole to be borne as provided in that one of the preceding paragraphs 1, 2, 3, or 4, within which it would otherwise properly fall.

F. In any case where a pole is erected hereunder to replace another pole solely because such other pole is not tall enough to provide adequately for the Licensee's requirements and where such other pole, whether it is carry space reserved for the Licensee's use or not, had, at the time of its erection, been pronounced by the Licensee as satisfactory and adequate for its requirements, the Licensee shall, upon erection of the new pole, pay to the Owner, in addition to any amounts payable by the Licensee under paragraphs 3, 4, or 5 of subsection (E) of this Article, a sum equal to the then value in place of the pole which is replaced.

G. When replacing a jointly used pole carrying terminals or aerial cable, underground connections or transformer equipment, the new pole shall be set in as nearly as possible to the same hole which the replaced pole occupied unless, in order to meet special preponderating conditions, it is necessary or desirable to set it in a different location.

H. In emergency situations where Owner cannot replace the pole within two (2) hours of receiving verbal notification, or in non-emergency situations with the prior written consent of the other party, a party may replace poles for the other party. Where

Poles are replaced on an emergency basis, the party replacing the Poles shall give the Owner written notice of the Replacement within five (5) business days of making the Replacement. The Owner shall pay the other party the reasonable costs associated with such Replacement. The new Pole shall remain the property of the original Owner whose Pole was Replaced. Emergency conditions used in the context of this Article shall mean the following:

1. An existing pole that is damaged by lightning, other acts of God, vehicle accident or other causes beyond the control of either party and immediate injury to the public is probable.
2. An existing pole that is deteriorated to an extent that immediate injury to the public is probable.
3. An existing pole which must be replaced to restore service.

I. In all other urgent conditions, the Owner shall have five (5) days after receipt of written notification, sent via certified mail to the address listed in Article XIX, to replace the pole. If the pole is not replaced in the specified time or if the Owner authorizes the Licensee to replace the pole, then the Licensee may replace the pole with the same reimbursement as outlined above in this subsection.

J. Each party shall bear the actual reasonable cost of repairing damages to the other party's facilities occasioned by its improper construction practices or its negligence.

K. Either party may request documentation supporting any demand for payment.

## ARTICLE IX

### MAINTENANCE OF POLES AND ATTACHMENTS

A. The Owner shall, at its own expense, maintain its Joint Poles in a safe and serviceable condition, in accordance with Article IV, and shall Replace, reinforce or repair Poles that, in the Owner's judgment, become defective. Except as otherwise provided in Section (B) of this Article, neither party shall be required to make changes to existing Joint Poles, or to make changes to existing Attachments that comply with the minimum requirements of the Code in effect at the time the attachment was placed.

B. The Licensee will bring existing Attachments into compliance with the current Code in instances where the Licensee is modifying its existing facilities and can do so without rearranging another party's Attachments on the pole. If Licensee cannot bring its Attachments into compliance in this situation until a third party completes its work, Licensee will notify Owner. Licensee shall not be obligated to bring its Attachments into compliance with the current Code unless and until Owner notifies Licensee that the third party has completed its work. Nothing in this provision shall require Licensee to inspect existing Attachments and proactively bring them up to date with the current Code.

C. In the event of termination of the rights of the parties to attach to additional Joint Use Poles, the parties may continue to attach to existing Joint Use Poles and to maintain their existing Attachments. Maintenance of existing Attachments includes the ability to Transfer the Attachments to new Poles/Pole lines placed after the date of termination only in connection with a Relocation or Replacement project, including, but not limited to, a road widening project.

**ARTICLE X**  
**ABANDONMENT**

A. If the Owner desires at any time to abandon any Joint Pole, it shall give the Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon such pole. (If Owner is the City, this notice shall not be sent until all third party attachments have been removed from the pole.) If, at the expiration of said period, the Owner and any third parties have no Attachments on such pole but the Licensee shall not have removed all of its Attachments therefrom, the Owner may send Licensee written notice that Owner intends to transfer ownership of the Pole to Licensee. If Licensee does not remove its Attachments from the Pole within ten (10) days of receipt of Owner's notice of intent, such pole shall thereupon become the property of the Licensee, and the Licensee shall save harmless the former Owner of such pole from all obligation, liability, damages, costs, expenses or charges incurred thereafter, because of, or arising out of, the presence or condition of such pole or of any attachments thereon; and shall pay the Owner a sum equal to the then value in place of such abandoned pole or poles. In case of disagreement as to any such payment, the question in dispute shall be resolved in accordance with Article XV.

B. The Licensee may at any time abandon the use of a Joint Pole by removing therefrom all of its attachments, and giving due notice thereof in writing to the Owner. The Licensee shall in such case pay to the Owner the full rental for said pole for the then current year.

## ARTICLE XI

### RENTAL PAYMENTS

A. The City shall pay to the Telephone Company in arrears for 2007 and 2008, as rental for the use under this Agreement of each and every pole of the Telephone Company, any portion of which is occupied by the Attachments of the City, eighteen dollars and no cents (\$18.00) per pole per annum (Annual Rental Rate) until the Annual Rental Rate is adjusted as hereinafter provided..

B. The Telephone Company shall pay to the City in arrears for 2007 and 2008, as rental for the use under this Agreement of each and every pole of the City, any portion of which is occupied by the attachments of the Telephone Company, eighteen dollars and no cents (\$18.00) per pole per annum (Annual Rental Rate) until the Annual Rental Rate is adjusted as hereinafter provided.

C. Annually, each party shall submit to the other party, on or before December 31<sup>st</sup> of each year a written statement giving the number of the poles of each party on which space is occupied by the attachments of the other party, and each such statement shall be used as the basis for the rental charge for the next billing statement. For the purpose of computing the total annual rental fee due hereunder, the total fee shall be based upon the number of Joint Use Poles determined by the current physical Pole inventory plus any additional Poles brought under this Agreement, or minus any Poles deleted from this Agreement. If for any reason a new pole count is not conducted on the anniversary date provided herein or within ninety (90) days thereof, approval by the Telephone Company's Area Manager (or equivalent) and the appropriate City

representative will be required. The new pole count shall be conducted in accordance with procedures to be agreed upon by the parties.

D. Every such statement, including the statement first hereinabove provided for, shall be deemed to be correct unless written notice of errors claimed to exist therein shall be given within thirty (30) days of receipt of the written statement provided pursuant to this Article. In case of dispute concerning the correctness of any the written statement, a joint inspection of the pole or poles in dispute shall thereupon be made; such inspection to be begun within ten (10) days after notice of errors claimed to exist therein shall have been given as foresaid, and to be completed within a reasonable time thereafter. A written report of such inspection, signed by the inspectors of both parties, shall be made and, upon the approval of such report by the officers of both parties such statement shall, if shown to be incorrect, be corrected accordingly. Upon the failure or refusal of either party to approve the report, the question in dispute shall be determined in accordance with Article XV.

E. If there is no dispute, the party to whom rental payments are owed shall submit an invoice to the owing party and payment shall be made within thirty (30) days after the bill has been received.

F. In the event of a disagreement as to the amount of any rental charge payable hereunder by either party to the other, the owing party shall dispute the bill or any portion thereof through electronic or written means within thirty (30) days after receipt thereof. Further, the owing party must pay any undisputed amount due. The question in dispute shall be resolved in accordance with Article XV.

G. No rental shall be paid by the Licensee for the use of any pole of the Owner where such use consists only in attaching guys thereto, or in attaching thereto wires or cable of the Licensee for the purpose of providing clearance between the pole and such wires or cables, and not for the purpose of supporting the said wires or cables.

## **ARTICLE XII**

### **PERIODIC READJUSTMENT OF RENTAL PAYMENTS**

The rates set forth in Article XI above shall be effective as of January 1, 2007 and remain in effect through December 31, 2008 (the Base Rate). The Base Rate shall be adjusted, effective January 1, 2009, and annually thereafter, based upon the previous year-end issue of the Handy-Whitman Index of Public Utility Construction Costs, Electric Index. Applying the Handy-Whitman Index, the 2009 Annual Rental Rate shall be \$19.32.

## **ARTICLE XIII**

### **BILLS AND PAYMENT FOR WORK**

Upon the completion of work performed hereunder by either party, the expense of which is to be borne wholly or in part by the other, the party performing the work shall present to the other party, within thirty (30) days after the completion of such work, an itemized statement showing the entire cost of the labor and material employed therein, supervision and all overhead charges, and such other party shall, within thirty (30) days after such statement is presented, pay to the party doing the work such other party's proportion of the cost of said work. In case any such statement is in whole or in part

disputed by the debtor party, so much thereof as is in dispute shall be resolved in accordance with Article XV. Any undisputed amounts shall be paid promptly.

#### **ARTICLE XIV**

##### **DEFAULTS**

A. If either party shall default on its obligations under this Agreement and such default continues thirty (30) days after due notice thereof in writing by the other party, the party not in default may suspend the rights of the defaulting party to attach to additional Joint Use Poles by sending the defaulting party written notice of the suspension via certified mail to the operational and legal addresses listed in Article XIX. If such default shall continue for a period of ninety (90) days from the defaulting party's receipt of notice of such suspension, the party not in default may terminate the right of the defaulting party to attach to additional Poles of the non-defaulting party by sending written notice via certified mail to the operational and legal addresses listed in Article XIX for the defaulting party. Any such termination of the right of a party to attach to additional Poles shall not terminate the right of the defaulting party to maintain or Transfer existing Attachments on Joint Use Poles, but such party shall not make any new Attachments. All existing Attachments shall continue to be maintained pursuant to the terms of this Agreement, which Agreement shall, so long as the parties use Attachments to provide service to their customers, remain in force and effect solely for the purpose of governing and controlling the rights and obligations of the parties with respect to such Attachments, including, but not limited to, charges for such Attachments.

B. In the event the parties dispute the existence of a default, the suspension provisions of paragraph (A) above shall not apply, and the parties shall employ the dispute resolution procedures set forth in Article XV.

## ARTICLE XV

### DISPUTE RESOLUTION

A. Good Faith Participation. Prior to the initiation of any litigation, the parties shall in good faith attempt to settle any dispute arising out of or relating to this Agreement through the upper management escalation and non-binding mediation processes set forth herein. Good faith participation in these processes shall be a condition precedent to any litigation. All negotiations pursuant to this Article shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and any state's rules of evidence.

B. Upper Management Escalation and Mediation. Either party may give the other party written notice of any dispute not resolved in the normal course of business via certified mail to both the operational and legal addresses listed in Article XIX. The dispute shall be escalated to upper management and, thereafter, representatives of both parties with authority to settle the dispute shall meet at a mutually acceptable time and place within thirty (30) business days after receipt of such notice, and thereafter as often as reasonably deemed necessary, to exchange relevant information and attempt to resolve the dispute. If the matter has not been resolved within sixty (60) business days of receipt of the disputing party's notice, or if the parties fail to meet within thirty (30) business days, either party may initiate mediation. Such mediation shall take place at a mutually

agreeable location. In the event that such dispute is not resolved within ninety (90) calendar days following the first day of mediation, either party may initiate litigation.

C. Enforcement. The parties regard the aforesaid obligation to escalate to upper management and mediate as an essential and material provision of this Agreement and one that is legally binding upon them. In case of a violation of such obligation by either party, the other may seek specific enforcement of such obligation in the courts having jurisdiction hereunder.

## **ARTICLE XVI**

### **INTERPRETATION AND JURISDICTION**

This Agreement shall be interpreted under applicable federal law and the law of the State of Louisiana, and shall be construed in its entirety according to its plain meaning. Any action relating to this Agreement or arising out of its terms and conditions shall be instituted and litigated in a court of competent jurisdiction in the State of Louisiana.

## **ARTICLE XVII**

### **CHANGE OF LAW**

In the event that any legislative, regulatory, judicial, or other action which would materially affect any of the terms of this Agreement becomes effective, then either party may, upon thirty (30) days' written notice, require that an amendment be negotiated as to those terms, and the parties expressly agree that they shall negotiate the amendment in good faith. In the event that the parties are unable to agree upon such new terms within a reasonable time period, then either party may file an action with a court of competent

jurisdiction seeking appropriate relief.

**ARTICLE XVIII**  
**PRE-EXISTING OBLIGATIONS**

If either of the parties hereto has, prior to the execution of this Agreement, conferred upon others, not parties to this Agreement, by contract or otherwise, rights or privileges to use any pole covered by this Agreement, nothing herein contained shall be construed as affecting said rights or privileges, and either party hereto shall have the right, by contract or otherwise, to continue and extend such existing rights or privileges; it being expressly understood, however, that for the purpose of this Agreement, the attachments of any such outside party shall be treated as attachments belonging to the grantor, and the rights, obligations and liabilities hereunder of the grantor in respect to such attachments shall be the same as if it were the actual owner thereof.

**ARTICLE XIX**  
**SERVICE OF NOTICES**

Wherever in this Agreement notice is provided to be given by either party hereto to the other, such notice shall be in writing and given by letter mailed, or by personal delivery, to the following addresses or to such other address as either party may, from time to time, designate in writing for that purpose:

**For the City:**

Director of Utilities  
Natchitoches Utility System  
1110 Power Plant Drive  
Natchitoches, LA 71457

**For the Telephone Company:**

For Operational Notices:

BellSouth Telecommunications, Inc. d/b/a AT&T Louisiana

Attn: Area Manager Engineering

Suite 300

3115 Dee Street

Shreveport, LA. 71105

For Official/Legal Notices:

BellSouth Telecommunications, Inc. d/b/a AT&T Louisiana

Attn: Legal Department

365 Canal Street, Suite 3060

New Orleans, LA 70140

Tel: (504) 528-2050

Fax: (504) 528-2948

**ARTICLE XX**

**TERM OF AGREEMENT**

This Agreement shall continue in full force and effect from year to year unless either party gives notice in writing to the other party via certified mail to the operational and legal addresses listed in Article XIX at least one year prior to the end of the pending one year term, in which case the rights of the parties to attach to additional poles will terminate at the end of the pending one year term. Termination of the rights of the parties to attach to additional poles, by any means, shall not abrogate or terminate the right of either party to maintain or Transfer existing Joint Use Pole Attachments. All such Attachments shall continue thereafter to be maintained pursuant to this Agreement. This Agreement shall remain in full force and effect, so long as the parties use Attachments to provide service to their customers, solely for the purpose of governing and controlling the rights and obligations of the parties with respect to such Attachments, including, but not limited to, the rights and obligations of the parties with respect to charges related to such Attachments.

## **ARTICLE XXI**

### **ASSIGNMENT OF RIGHTS**

Except as otherwise provided in this Agreement, neither party hereto shall assign or otherwise dispose of this Agreement, or any of its rights or interests hereunder, or in any of the jointly used poles, or the attachments or right-of-way covered by this Agreement, to any firm, corporation or individual, without the written consent of the other party; provided, however, that nothing herein contained shall prevent or limit the right of either party to make a general mortgage in the usual form on any or all of its property, rights, privileges and franchises, or a lease or transfer of any of them to another corporation organized for the purpose of conducting a business of the same general character as that of such party, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage, or in case of such lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser on foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be; and provided, further, that subject to all of the terms and conditions of this Agreement, either party may permit any corporation conducting a business of the same general character as that of such party, and owned, operated, leased and controlled by it, or associated or affiliated with it in interest, or connecting with it, the use of all or any part of the space reserved hereunder on any pole covered by this Agreement for the attachments used by such party, in the conduct of its said business; and for the purpose of this Agreement, all such attachments maintained on any such pole by the permission as aforesaid of either party hereto shall be considered as the attachments of the party granting such permission, and the rights, obligations and

liabilities of such party under this Agreement, in respect to such attachments, shall be the same as if it were the actual owner thereof.

## **ARTICLE XXII**

### **FORCE MAJEURE**

Deadlines for completing work and providing notice under this Agreement shall be suspended for a reasonable period upon the occurrence of a Force Majeure event, but the notifying party shall remedy the condition with all reasonable dispatch and resume performance. Force Majeure events include, but are not limited to, the following:

1. Hurricanes or other severe weather conditions;
2. Act of war, terrorism, or civil unrest; and
3. Federal embargos, priority orders, or other restrictions imposed by the federal government.

## **ARTICLE XXIII**

### **PAYMENT OF TAXES**

Each party shall pay all taxes and assessments lawfully levied on its property upon said Joint Use Poles. The taxes and assessments which are levied on said Joint Use Poles shall be paid by the respective Owners thereof.

## **ARTICLE XXIV**

### **INSURANCE**

A. Each party to this Agreement shall take out and maintain throughout the period during which this Agreement shall remain in effect the following minimum insurance:

1. Workers' compensation insurance covering all of the party's employees, as required by law.
2. Public liability and property damage liability insurance covering all operations under this Agreement with limits of not less than

\$1,000,000 for bodily injury or death and \$2,000,000 aggregate coverage during the policy period.

3. Automobile liability insurance of not less than \$1,000,000 for personal or property damage stemming from the use of all self-propelled vehicles used in connection with this Agreement, whether owned, non-owned or hired.

B. Each party shall furnish to the other party, upon request, a certificate evidencing compliance with the foregoing requirements. This certificate will list the other party as additional insured and will note specific cancellation language as follows: "In the event of cancellation of any of the said policies, the insuring company shall give the party to whom this certificate is issued thirty (30) days prior notice of such cancellation."

C. In lieu of paragraphs 1-3 and B above, the parties may self-insure for the above-referenced coverages. Licensee shall present valid proof of self-insurance upon Owner's request.

## **ARTICLE XXV**

### **WAIVER OF TERMS OR CONDITIONS**

The failure of either party to enforce, insist upon, or comply with any of the terms or conditions of this Agreement, shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

## **ARTICLE XXVI**

### **PERIODICAL REVIEW OF AGREEMENT**

At the expiration of five (5) years after the execution of this Agreement, and at five (5) year periods thereafter, the parties hereto may review the conditions of this

Agreement, upon written request of either party via certified mail to the operational and legal addresses listed in Article XX; provided, however, that this provision shall not be so construed as to prevent such modification of this Agreement at any time by the mutual written consent of the parties hereto.

#### **ARTICLE XXVII**

#### **EXISTING CONTRACTS**

This Agreement supersedes any existing joint use agreement between the parties and all such existing joint use agreements are, by mutual consent, hereby abrogated and annulled.

#### **ARTICLE XXVIII**

#### **SUPPLEMENTAL ROUTINES AND PRACTICES**

Nothing in the foregoing shall preclude the parties to this Agreement from preparing such supplemental agreements, operating routines or working practices as they mutually agree, in writing, to be necessary or desirable to effectively administer the provisions of this Agreement.

#### **ARTICLE XXIX**

#### **SEVERABILITY**

Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision held to be invalid or illegal.

**ARTICLE XXX**

**MISCELLANEOUS**

This Agreement was prepared jointly by the parties and not by one party to the exclusion of the other party.

No amendment or modification of this Agreement shall be valid unless in writing and executed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed in duplicate, and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, on the day and year first above written.

**CITY OF NATCHITOCHE**

Wayne McCullen

WAYNE MCCULLEN, Mayor

(seal)

ATTEST

Carol S. Steadman

Stacy M. McQuary

**BELLSOUTH TELECOMMUNICATIONS, INC.  
D/B/A AT&T LOUISIANA**

BY: [Signature]

Printed Name: Ricardo Suarez

Title: Vice President, Construction & Engineering



A Resolution adopted by the Mayor and Board of Trustees of the City of Natchitoches, Louisiana at their meeting held on the 22<sup>nd</sup> day of FEBRUARY, 2010.

**RESOLVED:** That the Mayor be and is hereby authorized and directed to execute and deliver in the name and on behalf of the City of Natchitoches, Louisiana, and as its act and deed, the contract between said City and Bell South Telecommunications Inc, d/b/a AT & T Louisiana (Telephone Company), bearing date the 1<sup>st</sup> day of JANUARY, 2010, providing for the joint use of poles by said City and said Telephone Company, which said contract was produced at this meeting, and is hereby approved; and the City Clerk be and is hereby authorized and directed to attest said contract and to affix thereto the corporate seal of said City.

I, hereby certify that the above and foregoing is a true and correct copy of a Resolution adopted by the Mayor and Board of Trustees of the City of Natchitoches, Louisiana, at their meeting held on the 22<sup>nd</sup> day of FEBRUARY, 2010 at which a quorum was present.

Witness my official hand and the corporate seal of said City, this 23<sup>rd</sup> day of FEBRUARY, 2010.



CAROL STEADMAN, City Clerk

(seal)

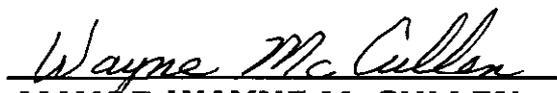
The Mayor asked if there was any further business to be brought before the Council.

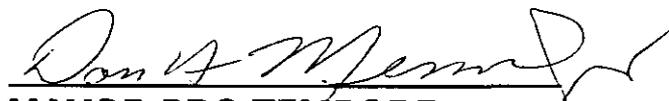
Ms. Morrow invited everyone to attend the final African-American Month Program on February 26<sup>th</sup>, at the MLK Center, noting that the special guest will be a person appointed by the President of the United States.

Mr. Mims then asked what the procedure is for placing or removing a stop sign at an intersection. The Mayor said if it becomes a safety issue, it can be addressed from the Councilperson's level and the legislation brought up to initiate a stop sign. He said if it's something a neighborhood would like to have, if they would make a petition to the Council, the Council would entertain that. Mr. Mims asked if it had to go before the Council to be placed. The Mayor said, ultimately, probably not, but a Petition shows community interest, and a request from the community. Mr. Mims advised that he and Councilman McCain have been contacted regarding the speed of traffic that runs down St. Clair from Williams Avenue to East Fifth since there is no slow down between one street and the other. He said some citizens have asked that there be a stop sign at East Third to break the street in two instead of just a straight shot. He asked Chief Dove if he had concerns about this matter. Chief Dove said that they do have officers run radar, but that they could look into making that a three-way stop if the neighborhood was in favor of this.

Mr. Tommy Ward addressed the meeting concerning his utility bill, noting that it has gone from \$300.00 to \$500.00 in one month, while using the same energy he has been using. He said he could not understand how he's paying \$120.00 for usage and nearly \$300.00 for the fuel adjustment. He said something needs to be done because his bill has never been that high, and he was bringing it to the Council's attention because paying a \$500.00 bill is ridiculous when you only used \$120.00 worth of energy. Mr. Mims stated that his bill has also been higher than ever before, and he attributes it to the extremely cold weather. Ms. Morrow said she questioned Mr. Ward having a bill that high when he and his wife are not home all day.

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 7:29 p.m.

  
**MAYOR WAYNE McCULLEN**

  
**MAYOR PRO TEMPORE**