

**PROCEEDINGS OF THE CITY COUNCIL  
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,  
REGULAR MEETING HELD ON  
MONDAY, MARCH 22, 2021 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Council Chambers, 716 Second Street, Natchitoches, Louisiana on Monday, March 22, 2021 at 5:30 p.m.

There were present:

Mayor Ronnie Williams  
Councilwoman At Large Betty Sawyer-Smith  
Councilman Eddie Harrington  
Councilman Dale Nielsen  
Councilman Christopher Petite  
Councilwoman Rosemary Elie

Guests: Nick Verret, City Engineer

Absent: None

Mayor Ronnie Williams called the meeting to order and welcomed everyone for coming. Councilman Petite led the invocation and Councilwoman Dale Nielsen led the Pledge of Allegiance.

Mayor Williams then called for the reading and approval of the minutes for the February 22, 2021 meeting. Councilwoman at Large Smith moved that we dispense with the reading of the minutes and approval of same. Seconded by Councilman Eddie Harrington

A roll call vote was as follows:

<b>Ayes:</b>	<b>Elie, Nielsen, Smith, Harrington, Petite</b>
<b>Nays:</b>	<b>None</b>
<b>Absent:</b>	<b>None</b>
<b>Abstain:</b>	<b>None</b>

The following Resolution was introduced by Mr. Harrington and Seconded by Mrs. Smith as follows, to –wit:

**RESOLUTION NO. 022 OF 2021**

**PROCLAMATION DECLARING THE WEEK OF APRIL 5 - 9, 2021 AS NATIONAL COMMUNITY DEVELOPMENT WEEK IN THE CITY OF NATCHITOCHES**

**WHEREAS**, the Community Development Block Grant Program has operated since 1974 to provide local governments with the resources required to primarily meet the needs of low and moderate income persons; and

**WHEREAS**, the Community Development Block Grant Program is among the few remaining federal programs available to address the needs of low and moderate income persons and small cities; and

**WHEREAS**, the Community Development Block Grant Program has provided the state of Louisiana with important and flexible assistance to meet the needs of low and moderate income residents of small cities by funding sewer, water, and street improvements projects, economic development projects, and other public improvement projects; and

**WHEREAS**, Congress and the nation acknowledge the critical value of the Community Development Block Grant Program and the significant projects that rely on its funds for support; and

**WHEREAS**, the week of April 5-9, 2021 has been reserved for recognition and appreciation of the Community Development Block Grant Program

**NOW, THEREFORE**, I, Ronnie Williams, Jr., Mayor, and the Natchitoches City Council, do hereby proclaim April 5-9, 2021 as:

**NATIONAL COMMUNITY DEVELOPMENT WEEK**

in the City of Natchitoches

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

**AYES: Elie, Nielsen, Smith, Harrington, Petite**  
**NAYS: None**  
**ABSENT: None**  
**ABSTAIN: None**

**THEREUPON**, Mayor Ronnie Williams, Jr., declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 22<sup>nd</sup> day of March, 2021.

---

**RONNIE WILLIAMS, JR., MAYOR**

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

**ORDINANCE NO. 010 OF 2021**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY  
OF NATCHITOCHEES TO AWARD  
THE BID FOR CAUSTIC SODA FOR THE WATER TREATMENT PLANT**

**(BID NO. 0634)**

**WHEREAS**, Resolution No.005 of 2021 was passed by the Natchitoches City Council on January 11, 2021 authorizing the Mayor to advertise for bids for Caustic Soda for the Water Treatment Plant (Bid No. 0634); and

**WHEREAS**, this bid was advertised in the *Natchitoches Times* on, January 14, 2021, January 21, 2021 and January 28, 2021 in accordance with law; and

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

- (1) Harcross Chemicals, Inc.,  
Shreveport, LA..... \$0.102 cents per pound
- (2) Brenntag Southwest, Inc.,  
Lancaster, Tx..... \$0.114 cents per pound
- (3) Premier Chemicals and Services  
Baton Rouge, LA ..... \$0.115 cents per pound

**WHEREAS**, on February 12, 2021 the appointed committee of Debbie Miley, Finance Director; Edd Lee, Director of Purchasing; Matt Anderson, Utility Director; and Christopher Petite, Councilman, reviewed the bid proposals for bids for Caustic Soda for the Water Treatment Plant (Bid No. 0634); and

**WHEREAS**, the above appointed committee members unanimously recommend the City award the bid to the lowest bidder **Harcros Chemicals, Inc.**, in the amount of **\$0.102 cents per pound**.

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

**THIS ORDINANCE** was introduced on March 8, 2021 and published in the *Natchitoches Times* on March 11, 2021.

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

**AYES: Elie, Nielsen, Smith, Harrington, Petite**  
**NAYS: None**  
**ABSENT: None**  
**ABSTAIN: None**

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

**ORDINANCE NO. 011 OF 2021**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, LOUISIANA, TO ENTER INTO A WATER AGREEMENT WITH THE VILLAGE OF POWHATAN, WHICH SAID AGREEMENT PROVIDES FOR SALE AND DELIVERY OF WATER BY THE CITY OF NATCHITOCHEs TO THE VILLAGE OF POWHATAN, PROVIDING FOR A FIVE YEAR TERM, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.**

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

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

**WHEREAS FURTHER**, the Village of Powhatan (sometimes hereinafter referred to as “Village”) is a political subdivision of the State of Louisiana that operates a water system and is in need of a supplemental source of potable water to provide to its water clients; and

**WHEREAS FURTHER**, the City has a safe and adequate supply of potable water; and

**WHEREAS FURTHER**, the City, has water production facilities capable of supplying its own requirements, the needs of the **VILLAGE** and other entities; and

**WHEREAS FURTHER**, the City and Village desire to enter into a Water Agreement wherein the City will provide a supply of potable water to the Village; and

**WHEREAS FURTHER**, it is the intent of the City to provide a ready supply of potable water to the Village; and

**WHEREAS FURTHER**, the City and the Village have drafted a Water Agreement which provides for the terms and conditions of the wholesale of potable water by the City to the Village, a copy of said Water Agreement being attached hereto as an Exhibit; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches has reviewed the proposed Water Agreement, attached hereto, and is of the opinion that the Water Agreement with the Village will promote the health, safety and welfare of the citizens of the City and Parish of Natchitoches, Louisiana and the City Council desires to authorize the Mayor of the City of Natchitoches to execute same; and

**NOW THEREFORE BE IT ORDAINED** by the City Council of the City of Natchitoches, Louisiana, that the Mayor of the City of Natchitoches, Ronnie Williams, Jr., is

hereby authorized to execute the attached Water Agreement Between City of Natchitoches and the Village of Powhatan.

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

**THIS ORDINANCE** was introduced on March 8, 2021 and published in the *Natchitoches Times* on March 11, 2021.

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

<b>AYES:</b>	<b>Elie, Nielsen, Smith, Harrington, Petite</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Ronnie Williams, Jr., declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 22<sup>nd</sup> day of March, 2021.

---

**RONNIE WILLIAMS, JR., MAYOR**

---

**BETTY SMITH, MAYOR PRO TEMPORE**

Delivered to the Mayor on the 23<sup>rd</sup> day of March, 2021 at 10:00 A.M.

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

**ORDINANCE NO. 012 OF 2021**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, LOUISIANA, TO ENTER INTO AN AGREEMENT FOR EMERGENCY ASSISTANCE BY AND BETWEEN THE LEPA MEMBER CITIES, PROVIDING FOR EMERGENCY ASSISTANCE BETWEEN THE MEMBERS OF LEPA, COMPENSATION AND TERM, FURTHER PROVIDING FOR THE APPOINTMENT OF A DIRECTOR AND ALTERNATE DIRECTOR TO THE BOARD OF DIRECTORS OF LOUISIANA ENERGY AND POWER AUTHORITY, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.**

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

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

**WHEREAS FURTHER**, the City is a member of the Louisiana Energy and Power Authority (sometimes hereinafter “LEPA”); and

**WHEREAS FURTHER**, Member Cities of LEPA are authorized under the laws of the State of Louisiana to enter into certain agreements with each other to provide aid and assistance in restoring essential services in the event of natural disasters or other emergencies; and

**WHEREAS FURTHER**, the attached Agreement for Emergency Assistance by and Between the LEPA Member Cities (sometimes hereinafter “Agreement”), will allow the City to request emergency assistance directly or indirectly through the Regional Coordinator of LEPA for mutual aid in the time of system emergencies; and

**WHEREAS FURTHER**, a request for emergency assistance may include provisions for furnishing personnel, equipment, apparatus, supplies and/or materials; and

**WHEREAS FURTHER**, the City is willing to provide personnel, equipment, apparatus, supplies and/or materials to a requesting utility under the terms and provisions of the attached Agreement as the Agreement is mutually beneficial to all members of LEPA; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches has reviewed the attached Agreement for Emergency Assistance by and Between the LEPA Member Cities and has approved the terms of same; and

**WHEREAS FURTHER**, the City of Natchitoches may appoint a director and an alternate director to the Board of Directors of Louisiana Energy and Power Authority, and there are currently vacancies for both of these appointed positions; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches desires to name and appoint its Director of Utilities, Matt Anderson, as a member of the Board of Directors of LEPA and name Mayor Ronnie Williams as the Alternate Director; and

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

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

**NOW THEREFORE BE IT ORDAINED** by the City Council of the City of Natchitoches, Louisiana, that the terms of the Agreement for Emergency Assistance by and Between the LEPA Member Cities, attached hereto, are approved and accepted by the City Council of the City of Natchitoches, Louisiana.

**BE IT FURTHER ORDAINED** that the Mayor of the City of Natchitoches, Ronnie Williams is hereby authorized to execute the attached Agreement for Emergency Assistance by and Between the LEPA Member Cities on behalf of the City of Natchitoches.

**BE IT FURTHER ORDAINED** that Matt Anderson is named and appointed as Director to the Board of Directors of Louisiana Energy and Power Authority and that Ronnie Williams is named and appointed as Alternate Director to Board of Directors of Louisiana Energy and Power Authority.

**THIS ORDINANCE** was introduced on March 8, 2021 and published in the *Natchitoches Times* on March 11, 2021.

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

<b>AYES:</b>	<b>Elie, Nielsen, Smith, Harrington, Petite</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Ronnie Williams, Jr., declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 22<sup>nd</sup> day of March, 2021.

---

**RONNIE WILLIAMS, JR., MAYOR**

---

**BETTY SMITH, MAYOR PRO TEMPORE**

Delivered to the Mayor on the 23<sup>rd</sup> day of March, 2021 at 10:00 A.M.

Utility Director Matt Anderson explained that if every small city is affected by a natural disaster the city can get out of state help that would be cheaper than hiring contractors.

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

**ORDINANCE NO. 013 OF 2021**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, RONNIE WILLIAMS, TO EXECUTE AN AMENDED AGREEMENT OR LEASE OF PUBLIC PROPERTY AND AIRSPACE WITH RED SKY ADVENTURES, LLC, WHEREBY THE CITY OF NATCHITOCHEs AND THE BOARD OF COMMISSIONERS OF WATERWORKS DISTRICT NUMBER 1 WILL LEASE PUBLIC GROUND AND AIRSPACE PURSUANT TO THE TERMS OF R. S. 33:4712 AND R. S. 33:4712.1 TO RED SKY ADVENTURES, LLC, TO PROVIDE FOR A PUBLIC HEARING, TO PROVIDE FOR ADVERTISING, AND A SAVINGS CLAUSE.**

**WHEREAS**, the City of Natchitoches (the “City”), along with the Board of Commissioners of Waterworks District No. One (the “Board”) are the owners of the bed of Sibley Lake, being all that portion of said lake complex which lies at and below the elevation of 116.0 feet above mean sea level;

**AND WHEREAS**, included in the property owned by the City and the Board is a small island located in Section 134, Township 9 North, Range 7 West, Natchitoches Parish, Louisiana, being situated due South of Property owned by Red Sky Adventures, LLC and West of Louisiana Highway 1 Bypass Bridge over Sibley Lake, said island being 200 feet, more or less, South of the tract owned by Red Sky Adventure, LLC and being 4,200 square feet, more or less, (sometimes hereinafter described as “Island”), said Island being shown and depicted on the attached copy of assessor’s map.

**AND WHEREAS**, Red Sky Adventures, LLC (sometimes hereinafter “Red Sky”) operates a restaurant, The Mariner, on its property located to the North of the island and has expressed an interest in utilizing the island for special events that would include dinner service; and

**AND WHEREAS**, Red Sky further desires to construct a walkway from its property to access the Island, and in order to have legal right to construct the walkway and utilize the Island, Red Sky has applied to the City and to the Board for a 20 year lease for the Island and of the air space situated above same together

with an easement for the location of a walkway for access to the Island (collectively, the “Lease Property”) pursuant to the provisions of La. R. S. 33:4712 and 33:4712.1 (the “Applicable Laws”); and

**AND WHEREAS**, the City Council of the City of Natchitoches previously approved a lease to Red Sky for the pre-paid cash rental of (\$800.00) Dollars cash, to be divided equally between the City and Board, pursuant to a written Lease Agreement, but since that time has received an appraisal from Dranguet’s Appraisals reflecting a value of \$200.00 per year for the twenty year lease term contemplated in the lease; and

**AND WHEREAS**, in light of the appraisal, the City Council desires to amend the Lease Agreement to provide for an amended rental amount of \$200.00 per month, but only after the final adoption of this Ordinance and ratification approval of the same by the Board, and final compliance with due legal proceedings and advertisements required by law; and

**AND WHEREAS**, the proposed Lease Agreement, including the amended consideration and providing for limitations on use and access is attached hereto and has been reviewed by the City Council; and

**NOW, THEREFORE, BE IT ORDAINED** that notice of this proposed ordinance be published in accordance with law, in The Natchitoches Times, the legal journal for the City of Natchitoches, and that said Ordinance further be posted in the City Hall; and

**BE IT FURTHER ORDAINED** by the City that the Mayor, Ronnie Williams, on behalf of the City, be and he is hereby authorized after due proceedings had, and after the lapse of all the delays above set forth have run, to execute a 20 year lease to Red Sky on the Lease Property, for the annual consideration of Two Hundred and 00/100 (\$200.00) Dollars cash, said Mayor being authorized and directed to incorporate in said lease such terms, provisions and conditions as may be necessary and proper in the premises; and

**BE IT FURTHER ORDAINED** that the City Clerk is hereby authorized to advertise this Ordinance, and to report to the City Council if any opposition is made in writing prior to the time of final adoption of this Ordinance; and

**BE IT FURTHER ORDAINED** that, notwithstanding all of the above, this Ordinance shall not be effective until such time as it is ratified and approved by the Board; and

**BE IT FURTHER ORDAINED** that the City Council take cognizance of the fact that the Lease Property is not now used for public purposes, is not needed for public purposes, and in the opinion of this City Council constitutes surplus property which can be leased pursuant to the authority of the Applicable Laws.

**THIS ORDINANCE** was introduced on March 8, 2021 and published in the *Natchitoches Times* on March 11, 2021.

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

**AYES: Elie, Nielsen, Smith, Harrington, Petite**  
**NAYS: None**  
**ABSENT: None**  
**ABSTAIN: None**

**THEREUPON**, Mayor Ronnie Williams, Jr., declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 22<sup>nd</sup> day of March, 2021.

---

**RONNIE WILLIAMS, JR., MAYOR**

---

**BETTY SMITH, MAYOR PRO TEMPORE**

Delivered to the Mayor on the 23<sup>rd</sup> day of March, 2021 at 10:00 A.M.

The following Ordinance was Introduced by Mr. Harrington at the March 22, 2021 City Council meeting as follows:

**ORDINANCE NO. 014 OF 2021**

**AN ORDINANCE APPROVING A MEMORANDUM OF COOPERATIVE ENDEAVOR BETWEEN THE CITY OF NATCHITOCHES, THE RED RIVER WATERWAY COMMISSION AND THE NATCHITOCHES CONVENTION & VISTORS BUREAU TO PROMOTE THE USE OF THE RED RIVER FOR THE KINGKAT FISHING TOURNAMENT**

**WHEREAS**, the City of Natchitoches (sometimes hereinafter referred to as the “**City**”) the Red River Waterway Commission (sometimes hereinafter referred to as the “**Waterway Commission**”), and the Natchitoches Convention & Vistors Bureau (sometimes hereinafter referred to as the “**CVB**”) are desirous of hosting the KingKat Fishing Tournament to be held on the Red River on November 4, 5 and 6, 2021, and has proposed that the City enter into an agreement titled Memorandum of Cooperative Endeavor between Red River Waterway Commission and City of Natchitoches and Natchitoches Convention & Visitors Bureau, a copy of which is attached hereto (sometimes hereinafter referred to as “**Agreement**”); and

**WHEREAS FURTHER**, the KingKat Fishing Tournament will draw fishermen, their families and fans to the City and Parish of Natchitoches for the tournament; and

**WHEREAS FURTHER**, the tournament will have a strong economic impact on the Natchitoches community, benefitting local merchants, providers of services and increasing tax revenues to the City and Parish of Natchitoches; and

**WHEREAS FURTHER**, the tournament will provide publicity to the City of Natchitoches, Louisiana promoting the City of Natchitoches as a destination for tourism as well as recreation; and

**WHEREAS FURTHER**, having reviewed the attached Agreement, and being of the opinion that the tournament will have a positive effect and will benefit the City of Natchitoches, the City Council of the City of Natchitoches desires to authorize the Mayor to execute the agreement on behalf of the City; and

**NOW THEREFORE BE IT ORDAINED** that the City Council of the City of Natchitoches, in legal session convened, does hereby authorize, empower, and direct the Honorable Ronnie Williams, Jr., Mayor, to execute the “**Agreement**”, between the City of Natchitoches, the **Waterway Commission** and the “**CVB**” wherein the City agrees to host the KingKat fishing tournament in Natchitoches Parish to be held November 4, 5 and 6, 2021, and further agrees to those obligations set forth in the attached Agreement.

The following Ordinance was introduced by Mrs. Smith at the March 22, 2021 City Council meeting as follows:

OF 2021	ORDINANCE NO. 015		
---------	-------------------	--	--

**AN ORDINANCE AMENDING THE 2020-2021 BUDGET TO REFLECT ADDITIONAL REVENUES AND EXPENDITURES**

--	--

**WHEREAS**, in accordance with L.R.S. 39:1305, the following specifies the Mayor's authority to make budgetary amendments without approval of the governing authority, as well as those powers reserved solely to the governing authority.

*The Home Rule Charter of the City of Natchitoches states in part "...at any time during the fiscal year the Mayor may transfer part or all of any unencumbered appropriation balance among programs within a department, office or agency request by the Mayor, the Council may by ordinance transfer part or all of any unencumbered appropriation balance from one department, office, or agency to another..."(Section 5.05 D) Supplemental, emergency, and reductions in appropriations must be submitted to the Council for approval by ordinance. (Section 5.05 A-C)*

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

		<u>2020-2021</u>	<u>2020-2021</u>	<u>2020-2021</u>
		<u>Original Budget</u>	<u>Adjustments</u>	<u>Revised Budget</u>
002-0000-460-0903	MISCELLANEOUS - VERIZON	\$ 38,000.00	\$ 2,250.00	\$ 40,250.00
002-0000-461-0101	UTILITY/ELECTRIC SALES - PUBLIC	\$ 23,321,072.00	\$ (1,225,000.00)	\$ 22,096,072.00
002-0000-461-0301	UTILITY/WATER SALES	\$ 4,000,000.00	\$ 287,000.00	\$ 4,287,000.00
002-0000-461-0305	UTILITY/ BULK WATER SALES	\$ 6,500.00	\$ 1,500.00	\$ 8,000.00
002-0000-461-0306	UTILITY/DEPT OF HEALTH AND HOSPITALS	\$ 80,000.00	\$ 11,000.00	\$ 91,000.00
002-0000-461-0307	UTILITY/WATER SALES - MUNICIPAL	\$ 19,500.00	\$ 3,000.00	\$ 22,500.00
002-0000-461-0308	UTILITY/WATER LINE LEASE	\$ 1,500.00	\$ (1,500.00)	\$ -
002-0000-461-0501	UTILITY/SEWER SALES	\$ 2,166,000.00	\$ 110,000.00	\$ 2,276,000.00
002-0000-462-0300	PENALTY	\$ 350,000.00	\$ (50,000.00)	\$ 300,000.00
002-0000-462-0700	TAMPERING FEES	\$ -	\$ 1,000.00	\$ 1,000.00
002-0000-481-0300	MISCELLANEOUS INCOME - BAD DEBTS RECOVERED	\$ 2,400.00	\$ 8,500.00	\$ 10,900.00

002-0000-482-0000	MISCELLANEOUS INCOME - INTEREST	\$ 105,000.00	\$ (50,000.00)	\$ 55,000.00
002-000-481-0073	TRANSFER IN - FROM UTILITY CLECO	\$ -	\$ 525,000.00	\$ 525,000.00
	<b>TOTAL REVENUE</b>	<b>\$ 30,089,972.00</b>	<b>\$ (377,250.00)</b>	<b>\$ 29,712,722.00</b>
		<u>2020-2021</u>	<u>2020-2021</u>	<u>2020-2021</u>
<b>Utility Expense</b>		<b>Original Budget</b>	<b>Adjustments</b>	<b>Revised Budget</b>
002-6300-630-1002	WAGES AND SALARIES - ELECTRICITY- ADMINISTRATIVE	\$ 109,954.00	\$ (10,000.00)	\$ 99,954.00
002-6300-630-1051	WAGES AND SALARIES - SEPARATION	\$ 22,540.00	\$ (22,540.00)	\$ -
002-6400-640-1051	WAGES AND SALARIES - SEPARATION	\$ 24,336.00	\$ (24,336.00)	\$ -
002-6401-640-1042	WAGES AND SALARIES - NON ADMINISTRATIVE	\$ 42,493.00	\$ (15,000.00)	\$ 27,493.00
002-6401-640-1009	WAGES AND SALARIES - PART TIME	\$ 8,900.00	\$ (8,900.00)	\$ -
002-6401-640-1113	GROUP HEALTH INSURANCE	\$ 19,270.00	\$ (9,000.00)	\$ 10,270.00
	<b>PERSONNEL COSTS</b>	<b>\$ 227,493.00</b>	<b>\$ (89,776.00)</b>	<b>\$ 137,717.00</b>
<b>Utility Expense</b>		<u>2020-2021</u>	<u>2020-2021</u>	<u>2020-2021</u>
		<b>Original Budget</b>	<b>Adjustments</b>	<b>Revised Budget</b>
002-6401-640-3068	COVID 19-VIRUS	\$ 2,500.00	\$ (2,500.00)	\$ -
002-6600-660-3598	INTEREST & PENALTIES	\$ 3,600.00	\$ (3,600.00)	\$ -
	<b>TOTAL OPERATING COST</b>	<b>\$ 6,100.00</b>	<b>\$ (6,100.00)</b>	<b>\$ -</b>
		<u>2020-2021</u>	<u>2020-2021</u>	<u>2020-2021</u>
<b>Utility Expenses</b>		<b>Original Budget</b>	<b>Adjustments</b>	<b>Revised Budget</b>
002-6600-660-4501	TO GENERAL FUND	\$ 4,721,000.00	\$ (400,000.00)	\$ 4,321,000.00
002-6600-660-4571	CAPITAL PROJECTS	\$ 100,000.00	\$ 100,000.00	\$ 200,000.00

002-6300-630-9002	GENERATOR-SEWER	\$ -	\$ 525,000.00	
	<b>TOTAL TRANSFERS</b>	<b>\$ 4,821,000.00</b>	<b>\$ 225,000.00</b>	<b>\$ 4,521,000.00</b>
		<u>2020-2021</u>	<u>2020-2021</u>	<u>2020-2021</u>
<b><u>General Fund Revenue</u></b>		<b><u>Original Budget</u></b>	<b><u>Adjustments</u></b>	<b><u>Revised Budget</u></b>
001-0000-417-0000	FIRE INSURANCE	\$ 70,000.00	\$ 3,500.00	\$ 73,500.00
001-0000-444-0000	DEMOLITION/GRASS CUTTING	\$ 5,000.00	\$ 850.00	\$ 5,850.00
001-0000-460-0200	RECREATION FACILITIES	\$ 10,500.00	\$ 6,500.00	\$ 17,000.00
001-0000-460-0205	SKY BOX	\$ 1,000.00	\$ (1,000.00)	\$ -
001-0000-481-0000	MISCELLANEOUS INCOME	\$ 20,000.00	\$ (12,000.00)	\$ 8,000.00
001-0000-481-0800	DONATIONS / FUND RAISING	\$ 15,000.00	\$ (7,500.00)	\$ 7,500.00
001-0000-481-3200	CARES ACT	\$ 58,750.00	\$ 1,272,264.00	\$ 1,331,014.00
001-0000-482-0000	INTEREST	\$ 121,720.00	\$ (50,000.00)	\$ 71,720.00
001-0000-491-0200	TRANSFER IN - UTILITY FUND	\$ 4,721,000.00	\$ (400,000.00)	\$ 4,321,000.00
001-0000-491-0996	HAZARD TAX	\$ 1,264,000.00	\$ (346,000.00)	\$ 918,000.00
001-0000-491-1200	SALES TAX-POLICE	\$ 1,782,000.00	\$ (500,000.00)	\$ 1,282,000.00
		<b>\$ 8,068,970.00</b>	<b>\$ (33,386.00)</b>	<b>\$ 8,035,584.00</b>
		<u>2020-2021</u>	<u>2020-2021</u>	<u>2020-2021</u>
<b><u>General Fund Expenses</u></b>		<b><u>Original Budget</u></b>	<b><u>Adjustments</u></b>	<b><u>Revised Budget</u></b>
001-5000-500-1051	WAGES AND SALARIES - SEPARATION	\$ 10,000.00	\$ (10,000.00)	\$ -
001-5000-500-1113	HEALTH INSURANCE	\$ 56,532.00	\$ (15,000.00)	\$ 41,532.00
001-5000-500-2502	ELECTRIC	\$ 1,000.00	\$ (1,000.00)	\$ -
001-5000-500-3067	COVID 19	\$ 4,300.00	\$ (4,203.00)	\$ 97.00
001-5100-500-3068	COVID 19	\$ 5,000.00	\$ (4,891.00)	\$ 109.00

001-5103-500-3068	COVID 19	\$ 2,500.00	\$ (2,500.00)	\$ -
001-5104-500-3068	COVID 19	\$ 2,500.00	\$ (2,500.00)	\$ -
001-5104-500-3561	RENTALS/BLDG/LAND FACILITY	\$ 12,000.00	\$ (6,000.00)	\$ 6,000.00
001-5106-500-3068	COVID 19	\$ 750.00	\$ (750.00)	\$ -
001-5200-520-1051	SEPARATION PAY	\$ 40,688.00	\$ (40,688.00)	\$ -
001-5300-520-1001	WAGES & SALARIES	\$ 176,467.00	\$ (35,000.00)	\$ 141,467.00
001-5300-530-1002	NON ADMINISTRATIVE	\$ 1,641,561.00	\$ (95,000.00)	\$ 1,546,561.00
001-5300-530-1051	SEPARATION PAY	\$ 14,095.00	\$ (14,095.00)	\$ -
001-5401-540-1002	NON ADMINISTRATIVE	\$ 2,428,832.00	\$ (95,000.00)	\$ 2,333,832.00
001-5401-540-2502	ELECTRIC	\$ 24,000.00	\$ (5,500.00)	\$ 18,500.00
001-5401-540-3068	COVID 19	\$ 14,000.00	\$ (5,368.00)	\$ 8,632.00
001-5401-540-3070	MAJOR STORM EXPENSE	\$ 10,220.00	\$ (5,900.00)	\$ 4,320.00
001-5501-550-1051	SEPARATION PAY	\$ 10,866.00	\$ (10,866.00)	\$ -
001-5501-550-2502	ELECTRIC	\$ 9,500.00	\$ (2,500.00)	\$ 7,000.00
001-5600-550-1051	SEPARATION PAY	\$ 3,500.00	\$ (3,500.00)	\$ -
001-5602-560-2624	MAINTENANCE CONTRACTS	\$ 9,000.00	\$ (9,000.00)	\$ -
001-5604-560-1009	PART TIME	\$ 29,200.00	\$ (5,500.00)	\$ 23,700.00
001-5606-560-2006	CONTRACTUAL SERVICES	\$ 15,000.00	\$ (15,000.00)	\$ -
001-5606-560-3066	SPORTS TRAVEL	\$ 7,500.00	\$ (7,500.00)	\$ -
001-5606-560-3514	DIXIE YOUTH	\$ 110,000.00	\$ (110,000.00)	\$ -
001-5000-500-0001	TRANSFER OUT TO PARC NATCHITOCHEs FUND 99	\$ -	\$ 200,000.00	\$ 200,000.00
	<b>TOTAL</b>	<b>\$ 4,639,011.00</b>	<b>\$ (307,261.00)</b>	<b>\$ 4,331,750.00</b>
		<u>2020-2021</u>	<u>2020-2021</u>	<u>2020-2021</u>

<u>Capital Improve/Streets Expenses</u>		<u>Original Budget</u>	<u>Adjustments</u>	<u>Revised Budget</u>
072-0000-591-1009	PART TIME WAGES	\$ -	\$ 24,195.00	\$ 24,195.00
072-0000-591-1013	SAFETY AWARDS	\$ -	\$ 270.00	\$ 270.00
072-0000-591-1050	OVERTIME	\$ -	\$ 225.00	\$ 225.00
072-0000-591-3001	OFFICE SUPPLIES	\$ -	\$ 20.00	\$ 20.00
	<b>TOTAL</b>	\$ -	\$ <b>24,710.00</b>	\$ <b>24,710.00</b>
		<u>2020-2021</u>	<u>2020-2021</u>	<u>2020-2021</u>
<u>UTILITY IMPROVE/CLECO</u>		<u>Original Budget</u>	<u>Adjustments</u>	<u>Revised Budget</u>
073-0000-591-9002	TRANSFER TO UTILITY	\$ -	\$ 525,000.00	\$ 525,000.00
		\$ -	\$ <b>525,000.00</b>	\$ <b>525,000.00</b>
		<u>2020-2021</u>	<u>2020-2021</u>	<u>2020-2021</u>
<u>PARC NATCHITOCHEs REVENUE</u>		<u>Original Budget</u>	<u>Adjustments</u>	<u>Revised Budget</u>
099-0000-440-0001	TRANSFER IN GENERAL FUND	\$ -	\$ 200,000.00	\$ 200,000.00
		\$ -	\$ <b>200,000.00</b>	\$ <b>200,000.00</b>

Mr. Wayne Halm asked the question if Parc Natchitoches made more than anticipated. Ms. Debbie Miley, Finance Director responded that the Parc Natchitoches had subsided income.

Councilwoman-At-Large Betty Sawyer asked has any raises or salary increase to employees. Ms. Miley explained the budget is not adjusted to give raises.

Utility-electrical revenue is down. The City is not selling the kilowatts that are usually sold. Due to Covid-19, school closures, NSU closed, and some businesses, a lot of revenue was lost. Ms. Miley stated there are several variables in play.

Councilman Eddie Harrington asked about sales tax police. Ms. Miley explained the taxes are not that low but giving some back to the original fund.

The following Ordinance was Introduced by Mr. Petite at the March 22, 2021 City Council meeting as follows:

**ORDINANCE NO. 016 OF 2021**

**AN ORDINANCE APPROVING THE CITY OF NATCHITOCHEES ENTERING INTO AN EMPLOYMENT CONTRACT WITH SPECIAL COUNSEL AND FURTHER AUTHORIZING THE MAYOR, RONNIE WILLIAMS, JR., TO EXECUTE THE ATTACHED EMPLOYMENT CONTRACT ON BEHALF OF THE CITY OF NATCHITOCHEES**

**WHEREAS**, pursuant to Section 4.02 of the Charter of the City of Natchitoches, State of Louisiana (The “**City**”), Ronnie Williams Jr., the Mayor of the City (the “**Mayor**”) has appointed STAG LIUZZA, L.L.C., ALVENDIA, KELLY AND DEMAREST, LLC, SPEARS & SPEARS, LLC; TAYLOR TOWNSEND ATTORNEY AT LAW and WASHINGTON & WELLS LAW FIRM to serve as Special Counsel (hereinafter, collectively “**Special Counsel**”) for the purpose of providing legal services related to the filing and litigation of a civil action for damages against opioid manufacturers and distributors, and the City Council of the City of Natchitoches, acting as the governing authority of the City (the “**Governing Authority**”) confirms such appointment by the adoption of the following Ordinance No. 016 of 2021, dated \_\_\_\_\_, 2021; and

**WHEREAS**, the City and Special Counsel have negotiated and agreed upon the terms and form of Contract to Employ Special Counsel (sometimes hereinafter referred to as (the “**Employment Contract**” or “**Agreement**”)); and

**WHEREAS**, the Employment Contract is attached hereto as **EXHIBIT “A”** in its general form, subject to such non-substantive changes as may be necessary at the Mayor’s discretion, and the Governing Authority desires to approve the Employment Contract and to further authorize the Mayor to execute same on behalf of the City; and

**WHEREAS**, the Governing Authority has reviewed the Employment Contract, approves the form and substance of same, and desires to authorize and direct the Mayor to execute said Employment Contract on behalf of the City and thereby bind and obligate the City to the terms thereof.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Natchitoches, acting as the Governing Authority thereof, in legal session convened, that does it hereby authorize, empower, and direct the Honorable Ronnie Williams, Jr., Mayor, to execute the attached Employment Contract, entitled “Contract to Employ Attorney,” between the City of Natchitoches and Special Counsel.

**Contract to Employ Special Counsel**

The City of Natchitoches represented by MAYOR RONNIE WILLIAMS. JR. (hereinafter the "Client") hereby enters into this agreement (the "Employment Contract" or "Agreement") and retains STAG LIUZZA, L.L.C., ALVENDIA, KELLY AND DEMAREST, LLC, SPEARS & SPEARS, LLC; TAYLOR TOWNSEND ATTORNEY AT LAW and WASHINGTON & WELLS LAW FIRM (hereinafter collectively, the "Special Counsel") for the purpose of providing legal services related to the filing and litigation of a civil action for damages (hereinafter the "Client's Claims") against opioid manufacturers and distributors (hereinafter the "Defendant(s)").

The Special Counsel does not represent the Client with regard to any other matters. If the Client engages the Special Counsel for any related or additional matters, those matters will be described in a separate engagement letter or in a written supplement to this letter. The Client acknowledges that Special Counsel are not tax, bankruptcy, or local or municipal governance legal experts, and if these services are requested or required by or on behalf of the Client, and if the Special Counsel agrees to provide or advance the cash payments necessary to retain legal counsel for said supplemental legal services, then any resulting attorney fees and expenses will be in addition to the attorney fees and expenses set out herein.

The Special Counsel are not the attorneys for any officials, officers, agents, employees, attorneys, or consultants of the Client regarding this matter, and shall not become so unless the Special Counsel specifically agree in the future in writing to undertake such representation. The Special Counsel will confer, as needed, with such persons to perform the services specified in this Agreement, but no attorney-client relationship shall be created with such persons merely because the Special Counsel work with and/or request or receive information from any such persons in the course of their representation of the Client.

The Client specifically authorizes the Special Counsel to undertake negotiations and/or file suit or institute legal proceedings necessary on the Client's behalf. The Client further authorizes the Special Counsel to retain and employ the services of any experts, as well as the services of other outside contractors, as the Special Counsel deem necessary or expedient in representing the interests of the Client.

The Client has disclosed all potential adverse parties to the Special Counsel, and neither the Special Counsel nor the Client perceive any conflict of interest in the Special Counsel undertaking this engagement on behalf of the Client. In the event that either the Client or the Special Counsel, during the course of the representation, receive information indicating that a potential conflict of interest may develop or exist, the Client and the Special Counsel agree to bring such information to the immediate attention of the other, and the Special Counsel shall proceed to take such steps as may be appropriate in the circumstances.

The Special Counsel agrees to diligently institute and prosecute the Client's Claims to determination in the appropriate court and make all reasonable and necessary efforts to collect any judgment that may be rendered therein in the Client's favor. In the event of a judgment unfavorable to the Client in said court, Special Counsel will, if in their sole opinion good grounds exist, appeal said cause to the appropriate court of appeals and prosecute same to a final determination therein.

**1. ATTORNEYS' FEES.** As compensation for legal services, the Client agrees to pay the Special Counsel, as follows:

The maximum contingent attorneys' fees for the representation in question shall be paid at the sole option of the Special Counsel the higher of (i) the sums set forth in this paragraph under *Option ONE: Fees Set by Courts of Agreement with Defendants* or (ii) the sums set forth in this paragraph under *Option TWO: Contingency Fee*.

OPTION ONE: Fees Set by Court or by Agreement with Defendants

In the event that Special Counsel for the Client are able to affect a cash settlement of the claim(s) either by demand, conference, mediation, arbitration, negotiation, suit, complaint, petition or other

manner or obtain a final definitive judgment and payment of the judgment, Special Counsel for the Client are to receive as compensation for their services, reimbursement of reasonable expenses, as well as one the following:

- a. The total sum of attorneys' fees awarded by the Court.
- b. The total sum of attorneys' fees agreed to be paid by the settling Defendant(s) in the event of a settlement.

#### OPTION TWO: Contingency Fee

In the event that Special Counsel for the Client are able to affect a cash settlement of the claim(s) either by demand, conference, mediation, arbitration, negotiation, suit, complaint, petition or other manner or obtain a final definitive judgment and payment of the judgment, Special Counsel for the Client are to receive as compensation for their services, reimbursement of reasonable expenses, as well as one the following:

- a. Twenty-five percent (25%) of the first ten million dollars of recovery; twenty percent (20%) of any funds in excess of ten million dollars and less than twenty million dollars; and fifteen percent (15%) of any funds in excess of twenty million dollars.
- b. If a settlement with Defendant(s) is achieved which includes a non-cash component or no cash payment at all (e.g. specific performance, injunctive relief, restitution, trust fund, etc.), then the Client consents, agrees, acknowledges and fully understands that (1) Special Counsel for the Client are entitled to seek payment of all fees and expenses earned and owed by the Client from the settling Defendant(s), in an amount determined by a Court or as agreed to be paid by Defendant(s), (2) Special Counsel for the Client may seek fees from a Court or Defendant(s) based upon the amount of the value of the non-cash benefits to the Client, in addition to receiving the contingency fee on any cash payment made to the Client, as provided herein at Section a.

The Client acknowledges that multiple lawsuits have been filed relating to costs and damages incurred by governmental entities related to the manufacture and distribution of opioids. The Client acknowledges that these suits, including any suit for the Client's Claims, might be removed to a federal court as part of multi-district litigation. Further, the Client acknowledges that the court governing the multi-district litigation might appoint committees of attorneys to litigate common issues of law and fact to facilitate the resolution of those lawsuits for common benefit of all claimants, including the Client. As a result, the Client might be obliged to pay from any Gross Amount Recovered a share of its recovery to satisfy an assessment of common benefit fees, costs, and expenses in an amount as determined by the court.

"Gross amount recovered" herein means principal, interest, penalties, punitive damages, treble damages, attorney's fees, and all other amounts recovered, including the value of any structured settlement, future payments, or other relief achieved, whether by settlement, judgment or otherwise.

Neither the Special Counsel nor the Client shall have the right, without the written consent of the other, to settle, compromise, release, discontinue, or otherwise dispose of the Client's Claims.

**2. COSTS AND EXPENSES.** In addition to paying Special Counsel' fees, the Client agrees to reimburse all costs and expenses, as set forth herein, which, in the event of a successful, sufficient recovery, shall be deducted from the Client's share of that recovery. Special Counsel shall advance all litigation expenses on behalf of Client, and Client shall not be responsible for incurring or reimbursing costs of the litigation even if the amount of recovery is less than the costs incurred. Client shall only reimburse litigation costs or expenses in the event of a recovery by settlement or judgment. If no recovery is made, Special Counsel shall bear all unreimbursed costs and expenses incurred, and client shall not be liable for any such costs or expenses incurred by Special Counsel. Further, if recovery is insufficient to fully reimburse litigation costs, Special Counsel shall bear, and Client shall not be liable for, all costs in excess of the amount of recovery. Special Counsel also agree that if any costs or reimbursement of costs are assessed

against Client by the Court, whether through order or judgment, Special Counsel will be responsible for said costs and that the only instance in which Client shall be responsible for the payment of any costs is in the event of a recovery by settlement or collection of judgment, if any, received because of this litigation. Subject to the foregoing terms, the Client agrees to reimburse the Special Counsel' litigation costs and expenses upon receipt of any settlement funds or collected judgment.

The Special Counsel shall have the right and authority, without prior approval of the Client, to incur such litigation costs and expenses as may be necessary or advisable in furtherance of Client's Claims. Litigation costs and expenses may include (but are not limited to) the following: filing fees; deposition costs; expert witness fees; transcript costs; witness fees; subpoena costs; sheriff's and service of process fees; trial consultant fees; mock trial costs; shadow jury fees; mediation fees; court costs; trial exhibit costs; copy costs; photographic, electronic or digital evidence production or presentation; investigation fees; travel expenses; and any other case-specific expenses directly related to the representation undertaken. Additionally, the Client specifically authorizes the Special Counsel to charge as recoverable costs such items such as: computer legal research charges (e.g. Westlaw and/or Lexis); long distance telephone expenses; postage charges; Federal Express, UPS, and other delivery service charges; internal photocopying at a rate of \$ .30 per page; facsimile costs at a rate of \$ .25 per page; and mileage and outside courier charges, all of which must be incurred solely for the purposes of the representation undertaken. Finally, the Client acknowledges that Client will not be charged costs and expenses for any overhead costs of the Special Counsel' practice, including office rent; utility costs; charges for local telephone service; office supplies; fixed asset expenses; and ordinary secretarial and staff services.

**3. NO GUARANTEE.** The Client acknowledges that the Special Counsel have made no promise or guarantee regarding the outcome of my legal matter. The Client acknowledges that the Client's Claims may be subject to defenses that could lead to dismissal before, at, or after trial, and no recovery. The Client further acknowledge that the Special Counsel shall have the right to cancel this agreement and withdraw from this matter if, in the Special Counsel' professional opinion, the matter does not have merit, the Client does not have a reasonably good possibility of recovery, the Client refuses to follow the recommendations of the Special Counsel, the Client fails to abide by the terms of this agreement, the Client fails to provide requested information or to produce witnesses to appear for deposition or trial, if the Special Counsel' continued representation would result in a violation of the Rules of Professional Conduct, or at any other time as permitted under the Rules of Professional Conduct. No guarantee or representation has been made to the Client as to what type or amount of recovery, if any, may be expected on the Client's Claims. The Special Counsel have the right to withdraw from this representation after giving reasonable notice. If the Special Counsel resign, are discharged, or are disqualified or otherwise cease to serve as the Client's legal counsel prior to a settlement or final judgment, then the withdrawing, discharged, or disqualified Special Counsel shall receive as compensation for services reasonable fees based on all of the facts and circumstances of its representation.

**4. ELECTRONIC DATA COMMUNICATION AND STORAGE.** In the interest of facilitating our services to the Client, the Special Counsel may communicate by facsimile transmission, send data over the internet, store electronic data via computer software applications hosted remotely on the internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the Client may be transmitted or stored using these methods. The Special Counsel may use third-party service providers to store or transmit this data. In using these data communication and storage methods, the Special Counsel employ measures designed to maintain data security. The Special Counsel will use reasonable efforts to keep such communications and data access secure in accordance with the Special Counsel' obligations under applicable laws and professional standards. The Special Counsel also require all of the Special Counsel' third-party vendors to do the same. However, the Client acknowledges that some information transmitted to the Special Counsel will be public records, and the Client has no expectation that public records will be confidential.

Client acknowledges that the Special Counsel have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and the Client consents to our use of these electronic devices and applications

and submission of confidential client information to third-party service providers during this engagement.

**5. PRIVILEGE.** The Client acknowledges that this contract is intended to and does hereby assign, transfer, set over, and deliver unto the Special Counsel as its fee for representation of the Client in this matter an interest in the claim(s), the proceeds, or any recovery therefrom under the terms and conditions aforesaid, in accordance with the provisions of Louisiana Revised Statute 37:218, and that the Special Counsel shall have the privilege afforded by Louisiana Revised Statute 9:5001.

**6. LOUISIANA LAW.** This contract shall be governed by Louisiana law. It contains the entire and complete understanding between the parties and can only be modified by written amendment signed by all parties.

**7. TERMINATION OF REPRESENTATION.** The Client acknowledges that the Client has the right to terminate the representation upon written notice to that effect. The Client acknowledges that Client will be responsible for any fees or costs incurred prior to the discharge or termination, based on all of the facts and circumstances deemed relevant by Louisiana statutory law or jurisprudence, including the risk taken by the Special Counsel in accepting Client's legal representation on a contingency fee basis.

The Client agrees to cooperate with Special Counsel and to comply with all reasonable requests of Special Counsel. The Client warrants and represents to the Special Counsel that all information the Client has provided to, or will in the future provide to, the Special Counsel regarding the Client's Claim is true and correct to the best of the Client's knowledge, information, and belief.

At the conclusion of this matter, the Special Counsel will retain the Client's legal files for a period of five (5) years after the Special Counsel close their files. At the expiration of the five-year period, the Special Counsel may destroy these files unless the Client notifies the Special Counsel in writing that the Client wishes to take possession of the files. The Special Counsel reserve the right to charge administrative fees and costs associated with retrieving, copying, and delivering such files.

**8. ENTIRE AGREEMENT.** The undersigned Client Representative has read this agreement, a copy of which he has received, in its entirety and he agrees to and understands the terms and conditions set forth herein. The Client acknowledges that there are no other terms or oral agreements existing between the Special Counsel and the Client. This agreement may not be amended or modified in any way without the prior written consent of the Special Counsel and the Client.

**9. AUTHORITY.** The Client acknowledges having been advised to and given the full opportunity to obtain independent representation in the making of this agreement and voluntarily entering into this agreement after such opportunity. The Client representative signing below represents that the Client enters into this agreement with proper authorization and approval under state law and Parish ordinances, and that the Client representative is specifically authorized to execute this agreement.

*[Signature page to follow]*

**EFFECT OF SIGNING**

The Client understands that this is a binding legal document. The Client further understands that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

The undersigned represent that they are authorized to enter into this Employment Contract. The undersigned acknowledge they have read and understand all terms set forth herein. By affixing their signatures below, the Parties evidence their intent to be bound hereto.

\_\_\_\_\_  
Date

\_\_\_\_\_  
City of Natchitoches

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stag Liuzza, L.L.C.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Roderick Alvendia of Alvendia, Kelly, and Demarest, L.L.C.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Washington & Wells Law Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Spears & Spears, L.L.C.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Taylor Townsend

City Attorney, Alex Washington spoke in reference to Ordinance No. 016 of 2021, explaining that around the country there are a number of lawsuits that cities can file a claim to receive compensation. It is on a contingency basis, if nothing happens there is not a lost to the City.

The following Ordinance was Introduced by Mr. Nielsen at the March 22, 2021 City Council meeting as follows:

**ORDINANCE NO. 017 OF 2021**

**AN ORDINANCE AMENDING ORDINANCE NUMBER 002 OF 2021 TO CORRECT A TYPOGRAPHICAL ERROR CHANGING THE ZONING CLASSIFICATION FROM B-2 TO B-3, FOR SAID TRACT OWNED BY BRAXTON KEYSER, LLC, AND FURTHER PROVIDING FOR THE FIXING OF A PUBLIC HEARING, ADVERTISEMENT, AND PROVIDING FOR AN EFFECTIVE DATE OF THE ORDINANCE.**

**RESOLUTION NO. 023 OF 2021**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
CHANGE ORDER NO. 2 TO THE CONTRACT BETWEEN  
THE CITY OF NATCHITOCHEES AND DSW CONSTRUCTION  
FOR BUILDING RENOVATIONS AT 720 SIXTH STREET**

**(BID NO. 0625)**

**WHEREAS**, the City of Natchitoches (CITY) awarded the bid to DSW Construction (CONTRACTOR) on July 13, 2020 by Ordinance No. 042 of 2020 in the amount of \$617,979.00 for building renovations at 720 Sixth Street (Bid No. 0625); and

**WHEREAS**, on **December 14, 2020**, the City Council approved **Change Order No. 1**, in the amount of **\$43,893.43** making the revised contract total **\$663,872.43**; and

**WHEREAS**, on March 13, 2021 CONTRACTOR issued **Change Order No. 2**, fully described in Attachment "A"; and

**WHEREAS**, the contract sum will be increased by this **Change Order No. 2** in the amount of **\$18,802.88** and the revised contract total will be **\$682,675.31**; and

**WHEREAS**, the contract time will be increased by this **Change Order No. 2** by **Twenty-Seven (27) days**, from date of approval for all item; and

**WHEREAS**, the project Engineer, Bob Kempkes, has recommended this change order; and

**WHEREAS**, the CITY is of the opinion that Change Order No. 2 is in the best interest of the CITY.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Natchitoches, in legal session convened, that the Honorable Ronnie Williams, Jr., Mayor, be and is hereby authorized, empowered and directed to execute the referenced Change Order No. 2 to the agreement between the City of Natchitoches and the contractor, DSW Construction.

Randy Lacaze explained a substantial was filed, it is nothing new. This is the final change order for this project. Councilwoman Elie requested that the resolution be tabled. Mr. Lacaze explained tabling the resolution could default the contract terms. He explained the city is trying to close out the contract. Change order number 2 has already been completed, waiting two weeks could negatively impact the City.

Councilwoman Elie motion to table Resolution No. 023 of 2021, Councilwoman-At-Large Smith seconded the motion and the vote was recorded as follows:

**AYES: Elie, Smith, Petite**  
**NAYS: Nielsen, Harrington**  
**ABSENT: None**  
**ABSTAIN: None**

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

**RESOLUTION NO. 024 OF 2021**  
**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE**  
**CHANGE ORDER NO. 3 TO THE CONTRACT BETWEEN THE CITY OF**  
**NATCHITOCHEES AND REGIONAL CONSTRUCTION, LLC FOR**  
**PHASE 3 STREET REHABILITATION**  
**(BID NO. 0629)**

**WHEREAS**, the City of Natchitoches (CITY) awarded the bid to Regional Construction, LLC (CONTRACTOR) on October 12, 2020 by Ordinance No. 052 of 2020 in the amount of \$499,719.25 for Phase 3 Street Rehabilitation (Bid No. 0629); and

**WHEREAS**, on **October 12, 2020**, the City Council approved **Change Order No. 1** in the amount of \$61,141.95 making the revised contact total \$560,861.20; and

**WHEREAS**, on **October 12, 2020**, the City Council approved **Change Order No. 1** increasing the contract time from Seventy-five (75) calendar days to Eighty-four (84) calendar days; and

**WHEREAS**, on **January 11, 2021**, the City Council approved **Change Order No. 2** in the amount of \$14,790.20 making the revised contact total \$575,651.40; and

**WHEREAS**, on **January 11, 2021**, the City Council approved **Change Order No. 2** increasing the contract time from Eighty-four (84) calendar days to Ninety (90) calendar days; and

**WHEREAS**, on **March 16, 2021**, ENGINEER issued **Change Order No. 3**, fully described in Attachment “A”; and

**WHEREAS**, the contract sum will be increased by this **Change Order No. 3** in the amount of \$126,975.15 and the revised contract total will be \$702,626.55; and

**WHEREAS**, the contract time will be increased by this **Change Order No. 3** from Ninety (90) calendar days to One Hundred Ten (110) calendar day; and

**WHEREAS**, the project Engineer, Nick Verret, has recommended this change order; and

**WHEREAS**, the CITY is of the opinion that **Change Order No. 3** is in the best interest of the CITY.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Natchitoches, in legal session convened, that the Honorable Ronnie Williams, Jr., Mayor, be and is hereby authorized, empowered and directed to execute the referenced **Change Order No. 3** to the agreement between the City of Natchitoches and the contractor, Regional Construction, LLC.

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

<b>AYES:</b>	<b>Nielsen, Harrington, Petite</b>
<b>NAYS:</b>	<b>Elie, Smith</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Ronnie Williams, Jr., declared the Resolution passed by a vote of 3 Ayes to 2 Nays on this 22<sup>nd</sup> day of March, 2021.

---

**RONNIE WILLIAMS, JR., MAYOR**

Nick Verret spoke regarding Resolution 024 of 2021. He explained that due to the unforeseen conditions that were encountered during the construction required a change order. Previous change orders 1 and 2 involved the addition of work in areas that were not part of the original project scope. Work was not done until council approved. Change Order number 3 has began due to the approval of the mayor because of the inconvenience of the residents or having to shut down the contractors until council approval which would cost the City more money.

Mr. Nielsen made a motion to take Resolution No. 016 of 2021 from the table and seconded by Mrs. Smith, it was then presented for a vote and the vote was recorded as follows:

**AYES: Elie, Nielsen, Smith, Harrington, Petite**  
**NAYS: None**  
**ABSENT:None**  
**ABSTAIN:None**

**RESOLUTION NO. 016 OF 2021**

**RESOLUTION COMMITTING TO PAY ADMINISTRATIVE FEES FOR LCDBG HVAC PROGRAM AND HIRE FRYE MAGEE LLC AS LCDBG ADMINISTRATIVE CONSULTANT**

**WHEREAS**, the City of Natchitoches (“City”) desires to submit Louisiana Community Development Block Grant Coronavirus (“LCDBG-CV”) HVAC Improvements application (the “Application”); and,

**WHEREAS**, the City intends to use local funds to pay for administrative costs up to and including pre-agreement costs, administrative consultant fees, and any other administrative costs incurred by the City associated with the Application; and,

**WHEREAS**, the City desires to enter into an agreement with Frye Magee LLC, to perform all LCDBG-CV administrative consulting services associated with the Application, which includes assistance with developing the Application, and thereafter performing all administrative consulting duties following a grant award, for a total lump sum fee of \$35,000.00.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF NATCHITOCHEs CITY COUNCIL:**

1. The City hereby commits to use local funds to pay for all administrative costs associated with the Application.
2. The City hereby enters into an agreement with Frye Magee LLC to develop and submit the Application, and thereafter to perform all administrative consulting duties following a grant award for a total lump sum fee of \$35,000.00.
3. The Mayor is authorized to execute the Application and the agreement with Frye Magee LLC, as well as all related documents, to be on such other terms and conditions as he shall deem advisable, and to do any and all things necessary and proper to carry out this Resolution.

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

**AYES: Nielsen, Harrington, Petite, Elie, Smith**  
**NAYS: None**  
**ABSENT: None**  
**ABSTAIN: None**

**THEREUPON**, Mayor Ronnie Williams, Jr., declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 22<sup>nd</sup> day of March, 2021.

---

**RONNIE WILLIAMS, JR., MAYOR**

