

**PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF NATCHITOCHEs, STATE OF LOUISIANA,
REGULAR MEETING HELD ON
MONDAY, MARCH 11, 2019 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, March 11, 2019 at 5:30 p.m.

There were present:

Mayor Lee Posey
Councilman At Large Don Mims, Jr.
Councilman Dale Nielsen
Councilwoman Sylvia Morrow
Councilman Lawrence Batiste

Guests: None

Absent: None

Mayor Lee Posey called the meeting to order and welcomed everyone for coming. Michael Braxton was asked to lead the invocation and Councilman Eddie Harrington led the Pledge of Allegiance.

Mayor Posey then called for the reading and approval of the minutes for the February 25, 2019 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Mr. Harrington, a roll call vote was as follows:

Ayes:	Batiste, Nielsen, Mims, Harrington, Morrow
Nays:	None
Absent:	None
Abstain:	None

Harold Foster – Natchitoches Regional Airport – Lease of Hangar

Mr. Foster approached the podium to discuss the lease at the Natchitoches Regional Airport that is now up. Mr. Foster is asking to continue to lease one half of the hangar he is currently in. He has met with the Airport Commission in which Mr. Foster stated at the Airport Commission Meeting, Mr. Salter stated the commission is not in the business of telling the City who to lease their property to which has led him to tonight's meeting. Mr. Foster stated he plans to retire within the next couple of years, but plans to stay in Natchitoches and would like to continue renting the hangar.

Mr. Edd Lee stated the Airport Commission has shied away from making recommendations because there have been some issues, as the City owns part of the hangar donated to the City by a prior owner, and therefore the commission felt this had entered more of a legal matter that the City should handle.

Ms. Morrow stated this is the district she oversees and she has a concern regarding the insurance which had an effective date of March 8, 2019 which means insurance was not available during the time of the lease.

Mr. Foster discussed the insurance further from his standpoint. Mr. Foster stated, the former owner Mr. Millican maintained the property and was concerned there would be push back with the Council and the Commission. The decision of the Airport Commission it would appear that I am the only person they are not going to make a recommendation on which lies a problem.

Mayor Posey stated is there any more information that needs to be given. Mr. Corkern stated back in 2015 Mr. Foster asked for the Council to approve the assignment of the lease of Lot 3. A lot of questions were raised because Mr. Foster did not have a plane or a pilot's license. The Airport Commission is interested in leasing their hangars, but not as a storage building. In November of 2017, Mr. Foster allegedly buys the hangar on lot 3 from Mr. Millican for \$10,000 and provides a bill of sale. Mr. Foster then requested the City's approval of assignment of the lease from Mr. Millican to him. This came before the City Council in 2017 and I explained to Mr. Foster we needed the assignment of the lease from Mr. Millican for the City to approve. Mr. Foster explained Mr. Millican lived in Alaska, but he would get it from him. Mr. Corkern stated based off that statement he advised the council to move forward with the reassignment of the lease and on November 29, 2017 I sent Mr. Foster and email requesting the assignment of the lease for the Mayor to sign. Mr. Corkern continued to reach out to Mr. Foster via email with no response until January 2018 when Mr. Foster stated it had been a hectic December, but he would get the documentation to Mr. Corkern the next week. On January 23, Mr. Foster emailed Mr. Corkern stating since the City owns half of the lease how will that work for taxes this year, will we pay half and the City pay the other half. Mr. Corkern responded on January 24th that the City would be responsible for half of the taxes. On January 26th Mr. Foster emailed Mr. Corkern apologizing again about the assignment of the lease stating it would have to go to Mr. Millican by snail mail and would take additional time. On April 27th Mr. Corkern emailed Mr. Foster stating he knew Mr. Millican was in town and to please have him execute an assignment of lease and return to him. On May 4th Mr. Corkern emailed Mr. Foster again stating he was aware Mr. Foster was behind on his rental and he has still not received the assignment of the lease which should be taken care of immediately. Once again on May 8th an email was sent to Mr. Foster stating it is obvious he had misled the city regarding the assignment of the lease and Mr. Foster's lack of response to his emails. Mr. Millican remit payment for half of the lease in May which caused concern to Mr. Corkern who then reached out to Mr. Foster again on May 24th stating he isn't sure Mr. Foster owns the hangar because Mr. Millican is paying for your lease. Mr. Millican filed a lawsuit against the City of Natchitoches and said he and the City of Natchitoches were co owners of Lot 3 and 4 and not Mr. Foster. Mr. Corkern stated he is not sure who owns the hangar because I know Mr. Foster has a bill of sale, but Mr. Millican filed a petition that he owns half of it. The lease requires every tenant to have insurance on the property which I requested of Mr. Foster when he came to the Airport Commission meeting 3 weeks ago and he didn't because he didn't have coverage and hasn't had any coverage that has been provided to us. If Mr. Millican doesn't own the hangar on Lot 3 then he cannot buy insurance on that lot. It is my understanding that Mr. Foster does own an airplane now, but does not have a pilot's license and if you don't have a license you are not flying and you are not buying fuel. My appreciation that in a year in a half that you have allegedly owned that hangar you have not bought any fuel. Mr. Foster stated he has not personally purchased fuel.

Mr. Larry Cooper, Airport Manager, stated what Mr. Corkern has shared tonight is accurate as to what has happened. Mr. Cooper has tried to contact Mr. Foster by email several time requesting address and contact information so we could notify him and his partner of any airport notification such as in case of emergency and have been unable to get a hold of him. He stated we do not have an assignment of the lease and fuel has not been purchased by Mr. Foster. There has not been a certificate of insurance until today. Mr. Cooper's recommendation is to not renew the lease.

Mayor Posey stated it was time to move forward and any remaining questions or concerns needed to be addressed at this time.

Mr. Foster stated at this time he is requesting the City Council approve the lease between him and the City. Mayor Posey asked for the Council to digest the information and it would be revisited in the future.

For further audio of the City Council meeting, please contact City Hall at 352-2772.

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

RESOLUTION NO. 014 OF 2019

**RESOLUTION PROCLAIMING MARCH 28, 2019
AS BLIND VETERANS DAY IN THE CITY OF NATCHITOCHES**

WHEREAS, from the early beginnings, the Blinded Veterans Association members demonstrated to all veterans with visual impairments how to take their rightful place in the community creating a world built upon equality; and

WHEREAS, BVA continues to advocate for veterans with combat related, accidental or age-related vision impairments to regain independence, confidence and self-esteem through rehabilitation, training and assisting their fellow veterans with visual impairments; and

WHEREAS, we recognize that the goals and ideals of BVA should be supported by citizens everywhere; and

WHEREAS, The Louisiana / Mississippi affiliate of the Blinded Veterans Association is dedicated to improving blind rehabilitation services, education and benefits for blinded veterans throughout the United States; and

WHEREAS, many Americans recognize March 28th of each year as Blinded Veterans Day.

NOW, THEREFORE, I, MAYOR LEE POSEY, Mayor of the City of Natchitoches hereby proclaim March 28, 2019 as

BLIND VETERANS DAY

in the City of Natchitoches.

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

AYES:	Batiste, Nielsen, Mims, Harrington, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 11th day of March, 2019.

LEE POSEY, MAYOR

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

ORDINANCE NO. 005 OF 2019

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHE, LOUISIANA, TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH NATCHITOCHE WATERWORKS DISTRICT NUMBER 1 AND SHERIFF VICTOR JONES REGARDING THE OFFICE FACILITY, BOAT HOUSE AND RELATED PIERS AND DOCKS

WHEREAS, the City of Natchitoches (sometimes hereinafter “City”) is a municipal corporation, domiciled in the City and Parish of Natchitoches, Louisiana, operating under a Home Rule Charter; and is represented herein by its duly authorized Mayor, Lee Posey, acting under authority of an Ordinance of the City Council attached hereto; and

WHEREAS FURTHER, Natchitoches Waterworks District Number 1 (sometimes hereinafter “District”) is a body politic and corporate subdivision of the State of Louisiana, created pursuant to Louisiana Revised Statutes 33:3811, et seq.; and

WHEREAS FURTHER, Victor Jones is the duly elected Sheriff of Natchitoches Parish, Louisiana, (sometimes hereinafter “Sheriff”); and

WHEREAS FURTHER, the City and the District are the owners of certain property that was acquired for the creation of Sibley Lake, which property includes the lake bed and levy on the East end of the Lake; and

WHEREAS FURTHER, certain improvements have been made on the jointly owned property including an office facility, boat house and related piers and docks (sometimes hereinafter “Facilities”); and

WHEREAS FURTHER, the Facilities are located on the West side of the impoundment levy as identified on the attached map; and

WHEREAS FURTHER, the Facilities currently require repairs due to flooding and further require an annual outlay of funds for maintenance, utilities and insurance; and

WHEREAS FURTHER, the District desires to relieve itself of any monetary obligation for any repairs to the Facilities, desires to limit its ongoing obligation for maintenance, utilities and insurance, and further desires to limit its liability for any future claim associated with the Facilities; and

WHEREAS FURTHER, the District has agreed to quit claim all of its right title and interest in and to the facilities to the City with the understanding that the City will agree to hold the District harmless and indemnify and defend the District from any future claim association with the Facilities and that the City will further agree to make the Facilities available to the Sheriff; and

WHEREAS FURTHER, the City has agreed to accept the Facilities in a quit claim deed from the District with the requested indemnification and hold harmless agreement and has further agreed to make the Facilities available to the Sheriff for his use; and

WHEREAS FURTHER, the Sheriff desires to have the use of the Facilities and has agreed to enter into a Lease with the City under which it will accept the Facilities in their current

condition, and assume responsibility for maintenance, insurance and utilities, and has further agreed to provide reasonable access to the Facilities to the District for its use; and

WHEREAS FURTHER, the Lease between the City and the Sheriff will provide for access to the Facilities from Louisiana Highway No. 1 Bypass, and shall specifically provide that any improvements, alterations or additions to the Facilities must be approved by the City in advance; and

WHEREAS FURTHER, the District is of the opinion that the value of the Facilities transferred to the City is offset by its reduction in future expenses for repairs, maintenance, insurance and utilities, and its desire to provide the Sheriff with access to the Facilities; and

WHEREAS FURTHER, the City is likewise willing to accept the transfer of the District's ownership of the Facilities and make the Facilities available to the Sheriff through a lease in order to reduce any future expense for repairs, maintenance, insurance and utilities; and

WHEREAS FURTHER, the Sheriff is willing to accept the Facilities in their current condition and make the necessary required repairs, and accept responsibility for maintenance, insurance and utilities; and

WHEREAS FURTHER, as further consideration for the use of the Facilities, the Sheriff has agreed to indemnify, defend and hold harmless the District and the City for any damages or injuries which may arise during construction, and/or the use and operation of the Facilities; and

WHEREAS FURTHER, the City, the District and the Sheriff have agreed to enter into the attached Cooperative Endeavor Agreement and Indemnification, Defense and Hold Harmless Agreement by and between the City of Natchitoches, Louisiana, Natchitoches Waterworks District Number 1 and Sheriff Victor Jones to jointly meet their mutual goals and intentions, under authority of law, including the authority set forth under the provisions of Article 6, Section 20 of the 1974 Louisiana Constitution which specifically authorizes an Intergovernmental Agreement for the purpose of performing any power and function including financing a duly authorized project; and

WHEREAS FURTHER, the City Council of the City of Natchitoches, Louisiana, has reviewed the attached Cooperative Endeavor Agreement and Indemnification, Defense and Hold Harmless Agreement, and approves same; and

WHEREAS FURTHER, the City Council of the City of Natchitoches, Louisiana desires to authorize the Mayor to execute the attached Cooperative Endeavor Agreement and Indemnification, Defense and Hold Harmless Agreement by and between the City of Natchitoches, Louisiana, Natchitoches Waterworks District Number 1 and Sheriff Victor Jones; and

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Natchitoches, Louisiana, that the Mayor, Lee Posey, be and he is hereby authorized to execute a Cooperative Endeavor Agreement and Indemnification, Defense and Hold Harmless Agreement by and between the City of Natchitoches, Louisiana, Natchitoches Waterworks District Number 1 and Sheriff Victor Jones.

THIS ORDINANCE was introduced on February 25, 2019 and published in the *Natchitoches Times* on February 28, 2019.

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: Batiste, Nielsen, Mims, Harrington, Morrow

NAYS: None
ABSENT: None
ABSTAIN: None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to
0 Nays this 11th day of March, 2019.

LEE POSEY, MAYOR

DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 12th day of March, 2019 at 10:00 A.M.

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

ORDINANCE NO. 006 OF 2019

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEES, LOUISIANA, TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE HISTORIC DISTRICT BUSINESS ASSOCIATION INC., PROVIDING FOR AN AUTOMATIC ANNUAL RENEWAL, 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 Historic District Business Association, Inc. (sometimes hereinafter “HDBA”) is a non-profit Louisiana corporation that currently coordinates and manages several events in the Natchitoches Historic District, including the Festival of Lights celebration and the Antique Car Show; and

WHEREAS FURTHER, the City currently has a vacancy in its position for Main Street Director, and has determined that it will be more cost effective to enter into a Cooperative Endeavor Agreement (sometimes hereinafter “CEA”) with the HDBA wherein the HDBA will undertake and fulfil the responsibilities of a full time Main Street Director; and

WHEREAS FURTHER, under the terms of the CEA, the HDBA will continue to manage and coordinate the following events that are currently handled through Main Street:

Bloomin’ on the Bricks,
Celebration on the Cane, and
Witch Way to Main Street

; and

WHEREAS FURTHER, under the terms of the CEA, the HDBA will also undertake the following responsibilities:

- Provide Main Street quarterly reporting,
- Attend Main Street quarterly meetings,
- monitor and oversee Union Pacific Grant,
- Manage and coordinate Riverbank / Beau Jardin rental and promotion,
- Coordinate with the Community Development Department and Public Works Department on all downtown events,
- participate in and manage Good Day Cenla and other radio promotions,
- seek and apply for grants for additional funding, and
- take necessary steps to retain Main Street Certification

; and

WHEREAS FURTHER, the HDBA will provide the above services through its Director of Festivals and Events, currently Jill Leo; and

WHEREAS FURTHER, in exchange for the services provided by the HDBA, the City has agreed that it will provide the following:

-annual payment of \$9,000.00, as a salary supplement to the Director of Festivals and Events,

-provide furnished office space in the old Chamber building,

-continue to provide current office staff for Main Street offices, and

-reimburse expenses related to promotion of Riverbank and Beau Jardin, and maintaining Main Street certification

; and

WHEREAS FURTHER, the City and the HDBA have agreed to enter into a Cooperative Endeavor Agreement under which the City and HDBA will each assume the above duties and responsibilities; and

WHEREAS FURTHER, the CEA further provides for an automatic annual extension provided that neither party notifies the other, in writing, of its intention to terminate the agreement within thirty days of the renewal date of the CEA; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the attached Cooperative Endeavor Agreement and has approved the terms of same; 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 CEA with the HDBA will promote the health, safety and welfare of the citizens of the City and Parish of Natchitoches, Louisiana, and will result in a monetary savings to the City; and

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, Louisiana, that the Mayor of the City of Natchitoches, Lee Posey is hereby authorized to execute the attached Cooperative Endeavor Agreement with the Historic District Business Association, Inc.

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 February 25, 2019 and published in the *Natchitoches Times* on February 28, 2019.

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: Batiste, Nielsen, Mims, Harrington, Morrow
NAYS: None
ABSENT: None
ABSTAIN: None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 11th day of March, 2019.

LEE POSEY, MAYOR

DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 12th day of March, 2019 at 10:00 A.M.

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

RESOLUTION NO. 015 OF 2019

**A RESOLUTION APPOINTING THE FINANCE DIRECTOR
FOR THE CITY OF NATCHITOCHEs**

BE IT RESOLVED that the Council does hereby take cognizance of the recommendation of Mayor Lee Posey that Debbie Miley be appointed as Finance Director for the City of Natchitoches; and

IT IS FURTHER RESOLVED that the City Council hereby confirms the said appointment.

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

AYES: Batiste, Nielsen, Mims, Harrington
NAYS: Morrow
ABSENT: None
ABSTAIN: None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 1 Nays on this 11th day of March, 2019.

LEE POSEY, MAYOR

Ms. Morrow stated she was unaware of the appointment prior to tonight's meeting. She then stated down throughout the years she has had a chance to attend Parish Government meetings in which I visited with some of the elected officials of the Parish Government about the position. Based on the information that I have, I would not feel comfortable voting on this appointment tonight.

Mayor Posey stated the job was advertised and there were only two applicants that had the qualification for this position. The Parish Government officials he spoke with gave an overwhelming positive response to Ms. Miley. After the interviews, Mayor Posey stated he felt very confident we were hiring the right person for this position.

Councilman Harrington also spoke with members of the Parish Government who voiced the same sentiments as the Mayor had heard. He thinks Ms. Miley will be a great asset to the City.

Ms. Morrow stated she has documentation of proof of some things and she is standing on the foundation on what she has heard and what she has seen. She has concerns as different budgets had been questioned.

Ms. Miley stated she wanted to address Ms. Morrow's concern in that she has been with the Parish Government for 13 years and has never had anything brought against her. She asked for clarification from Ms. Morrow.

Ms. Morrow stated she has nothing personal against Ms. Miley, but according to the City Charter the Mayor is supposed to keep the Council informed and at no time did he make her aware of the consideration to hire Ms. Miley. Ms. Morrow did her own investigational work and she thinks she doesn't need to say anymore. She has the right to vote how she sees fit and she will be voting no.

Ms. Miley stated she appreciates the new opportunity to work for a new entity and learn something new. She is excited about the new adventure.

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

RESOLUTION NO. 016 OF 2019

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
CHANGE ORDER NO. 2 TO THE CONTRACT BETWEEN THE CITY OF
NATCHITOCHEES AND REGIONAL CONSTRUCTION, LLC FOR THE 2017-2018
STREET REHABILITATION PROGRAM, PHASE 2
(BID NO. 0610)**

WHEREAS, the City of Natchitoches (CITY) awarded the bid to Regional Construction, LLC (CONTRACTOR) on August 13, 2018 by Ordinance No. 026 of 2018 in the amount of \$3,447,750.70 for the Street Rehabilitation Program, Phase 2 (Bid No. 0610); and

WHEREAS, on January 28, 2019, the City Council approved **Change Order No. 1**, in the amount of \$353,157.42 making the revised contract total \$3,800,906.12; and

WHEREAS, on January 28, 2019, the City Council approved the **contract time** to be increased from two hundred forty (240) calendar days to two hundred sixty-five (265) calendar days;

WHEREAS, on February 28, 2019 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 \$302,181.50 and the revised contract total will be \$4,103,089.62; and

WHEREAS, the contract time will be increased by this **Change Order No. 2** from two hundred sixty-five (265) calendar days to two hundred eighty-six (286) calendar days; and

WHEREAS, the project Engineer, Nick Verret, 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 Lee Posey, 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, Regional Construction, LLC.

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

AYES: Batiste, Nielsen, Mims, Harrington, Morrow
NAYS: None
ABSENT: None
ABSTAIN: None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 11th day of March, 2019.

LEE POSEY, MAYOR

The next scheduled City Council meeting will be **Monday, March 25, 2019**.

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

The meeting was adjourned at 6:15 p.m.

 /s/Lee Posey
LEE POSEY, MAYOR

 /s/Don Mims
DON MIMS, MAYOR PRO-TEMPORE