

## RAPIDES PARISH POLICE JURY

SPECIAL SESSION  
NOVEMBER 26, 2014

The Police Jury of the Parish of Rapides, State of Louisiana, met in Special Session at its regular meeting place, the Police Jury Room of the Parish Courthouse, 701 Murray Street, Alexandria, Louisiana, on Wednesday, November 26, 2014, at three (10:00) o'clock a.m. (Central Standard Time).

There were present: Joe Bishop, President, Davron "Bubba" Moreau, Vice President, and Police Jurors Craig Smith, Jr., Richard Vanderlick, Sean McGlothlin, Richard Billings and Scott Perry, Jr.

Members absent were: Theodore Fontaine and Oliver "Ollie" Overton, Jr.

Also present were Mr. Bruce Kelly, Treasurer; Mr. Dennis Woodward, Public Works Director; Mr. Shane Trapp, Courthouse Building Superintendent; Mr. Thomas O. Wells, Legal Counsel and Ms. Laurel Smith, Secretary.

The invocation was given by Scott Perry, Jr.

The Pledge of Allegiance was led by Richard Vanderlick.

The Police Jury of the Parish of Rapides, State of Louisiana, was duly convened as the governing authority of said Parish by Hon. Joe Bishop, President, who welcomed all present and then stated that the Police Jury was ready for the first item of business.

The President asked if there was any Public Comment on any Agenda Item, to which there was no response.

The first item on the agenda was to go into Executive Session to discuss the pending litigation "Rapides Parish Police Jury vs. the City of Alexandria," Civil Suit No. 251373-F.

Mr. Joe Bishop, President, stated, after talking with Legal Counsel, there was no need to go into Executive Session and recognized Mr. Chris Guillet, Legal Counsel on the Rapides Parish Coliseum issue, for an update on the outcome of the City of Alexandria Counsel Meeting.

Mr. Chris Guillet stated the City of Alexandria Counsel passed an amended ordinance to settle the terms of the existing parking lot with the Rapides Parish Police Jury. The City did not accept all of the suggestions of the Police Jury, but they did accept some. The Jury had asked for a four year option period and asked for the start date to be defined as the date upon which the notice to proceed is issued to the contractor. The City did agree to that provision and actually changed the way they had originally defined it. We asked that the four year period be automatically extended for two reasons. Number one an act of God and number

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two, if the City suspended the job for inspection reasons. The City did not agree to either of those extensions. Under the City ordinance, the four year period starts at the notice to proceed. Third, we had asked that the City include some language that it would use its best efforts to expedite the approvals of the necessary building permits, but the City declined to put that in the ordinance. During the floor discussion, they felt like that would give preferential treatment to this job and they couldn't do that. There were many other terms within the City's ordinance, Section 4 that we disagreed with and the City did agree on the floor to strike most of that language from this ordinance. Mayor Jacque Roy was present at the meeting and suggested that the City still have the authority to negotiate all these points, notwithstanding whether the language stay in the ordinance. The City has authorized the Mayor to enter into an agreement for a four year option period beginning with the notice to proceed with no automatic extensions for any reasons. The City has suggested to us that it's not going to do anything to delay the approval or inspection process, but declined to put those terms in the ordinance. This body has already passed sufficient resolutions for us to negotiate with them. The next step would be to enter into a written Intergovernmental Agreement, which is a real estate document. The re-purchase price is \$1,100,000.00

Mr. Joe Bishop questioned Mr. Tom Wells, Legal Counsel, whether we already have the authority to move forward with the purchase of the property once everything is work out, to which Mr. Wells stated it needs to be worked out and if you arrive at a completed document, I would suggest the Jury vote on that. We have come close to doing everything, but once it's agreed on, have another vote to conclude it.

Mr. Sean McGlothlin questioned that they had a stipulation that for an extra \$700,000.00, if at the end of the four years, they didn't execute the claw back, then the Jury could purchase for an additional \$700,000 and gain full ownership, to which Mr. Guillet stated he didn't fully understand that language in the ordinance and we asked that it be removed. It wasn't clear on whether that part would be in there or not.

Mr. Guillet explained that there is a provision in the City's ordinance that says if the Coliseum is not completed within the four year time period that the Police Jury could still buy out the City. The Police Jury would have to pay an additional \$700,000.00 to do so and the language in the ordinance said quote, that is at the election of the City. We explained to the City last night that the language is not acceptable.

Mr. McGlothlin stated he did not remember them striking it in their ordinance.

Mr. Guillet stated the language in the post ordinance is unclear because it says at the election of the City and then at the end of the sentence it says if the Jury wants to retain ownership of the property. The terms are inconsistent on the first draft and don't know what the City's intention is on that portion. If it's something at the option of the Police Jury, then that would be acceptable, if it's something totally optional of the City then that would not be unacceptable.

Discussion ensued.

Mr. Bishop stated our appraiser came back with a \$1,100,000.00 appraisal. The

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City's appraiser came back at \$1,800,000.00. The City is saying they will do a four year claw back, thinking our project is going to fail, they are saying they have \$700,000.00 they have fronted to us on this project. What they are saying is, instead of us giving you back your \$1,100,000.00, if the project fails, if you want to retain full ownership, then you can come up with another \$700,000.00.

Discussion ensued.

Mr. Bishop stated we are not here today to approve paying the \$1,100,000.00, we are here to approve moving forward with the construction of the project. On motion by Mr. Richard Vanderlick, seconded by Mr. Richard Billings, to award contract based upon the bids received on the Rapides Parish Coliseum Renovation Project.

Mr. Bill Tudor, Alliance Design Group, LLC stated they received and reviewed the bids and their recommendation was to award to the low bidder, at base bid, plus added to alternate number 1, in the amount of \$22,290,000.00, to Ratcliff Construction Company, LLC. It is important to get this awarded so the contractor can get a contract to allow them to contract their subcontractors and suppliers and lock in all their numbers.

Amended motion by Mr. Richard Vanderlick, seconded by Mr. Sean McGlothlin, to accept the recommendation of the Alliance Design Group, LLC, Architect and award the Rapides Parish Coliseum Renovation Project to the low bidder, at base bid, plus added to alternate number 1, in the amount of \$22,290,000.00, to Ratcliff Construction Company, LLC. On vote the motion carried.

On motion by Mr. Richard Vanderlick, seconded by Mr. Sean McGlothlin, there being no further business, the meeting being declared adjourned. On vote the motion carried at 3:36.

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Laurel Smith, Secretary  
Rapides Parish Police Jury

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Joe Bishop, President  
Rapides Parish Police Jury

On motion by Mr. Richard Billings, seconded by Mr. Ollie Overton, there being no further business, the meeting was adjourned at 4:22 p.m.

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Laurel Smith, Secretary  
Rapides Parish Police Jury

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Joe Bishop, President  
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