

Natchitoches City Council will have a pre-council meeting beginning at 5:00 p.m. and ending at 5:30 p.m. to discuss non-agenda items. The City Council meeting will begin promptly at 5:30 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings. The City Council Meetings are held at the Natchitoches Arts Center located at 716 Second Street, Natchitoches, Louisiana.

NATCHITOCHEs CITY COUNCIL MEETING
AUGUST 10, 2015
5:30 P.M.

AGENDA

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF JULY 27, 2015**
5. **SPECIAL RECOGNITION:** Bob Black - Many years of outstanding and dedicated service to the Natchitoches Parish Library
6. **PLANNING & ZONING – INTRODUCTION:**
 - #040 Mims** Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows:

A 1.926 Acre Lot On Louisiana Highway 1, Louisiana Highway 1223 And Woodyard Drive, Located In The City Of Natchitoches, In Section 74, Township 9 North – Range 7 West From B-2 Commercial To B-3 Commercial To Create One Parcel For Future Commercial Development. (620 South Drive) **Luther W. Lott, Jr.**
 - #041 Stamey** Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows:

Lot 77 Foot Front North Side Ragan Street, North By Fredericks, East By Henry, West By Rachal Heirs From R-1 To R-1, Special Exception To Operate A Bed And Breakfast Business And For Office Use. (220 Ragan Street) **Nancy and Bill Rutledge**
7. **ORDINANCES – INTRODUCTION:**
 - #042 Morrow** Ordinance Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute A Lease In Favor Of Cane River Aviation, Inc., Of That Property Located In The Natchitoches Regional Airport, Described As Lot 8, And Further Providing For Advertising Of The Lease And An Effective Date.
 - #043 Nielsen** Ordinance Approving The Purchase Of Tract Of Ground On The Eastern Right Of Way Of Jefferson Street From C. Rodney Harrington And Janis A. Harrington, For The Consideration Of

Ten Thousand Dollars, And Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute A Cash Sale Deed For The Purchase Of The Tract And All Related Documents, To Provide For Advertising, And A Savings Clause.

8. **RESOLUTIONS:**

- #064** Mims Resolution Designating Friday, September 4, 2015 As An Official Holiday For The Employees Of The City of Natchitoches For The Year 2015.
- #065** Payne Resolution Authorizing The Mayor To Execute **Change Order No. 1** To The Contract Between The City Of Natchitoches And Crocker Construction, LLC, For The LA Highway 6 West Water Main Extension Project (**Bid No. 0563**).
- #066** Stamey Resolution Authorizing The Mayor To Execute A **Certificate Of Substantial Completion** To The Contract Between The City Of Natchitoches And Crocker Construction, LLC For The LA Highway 6 West Water Main Extension Project (**Bid No. 0563**).
- #067** Nielsen Resolution Authorizing The Mayor To Execute **Change Order No. 1** To The Contract Between The City Of Natchitoches And T & D Solutions, Inc. For The Electrical Distribution Along La 478 To I-49 (**Bid No. 0561**).
- #068** Payne Resolution Authorizing The Mayor To Execute A **Certificate of Substantial Completion** To The Contract Between The City Of Natchitoches And T & D Solutions, Inc. For The Electrical Distribution Along La 478 To I-49 (**Bid No. 0561**).
- #069** Mims Resolution Authorizing The Mayor To Execute A **Certificate Of Substantial Completion** To The Contract Between The City Of Natchitoches And Sunstream, Inc., For The Underground 13.8 kV Primary Dist. Cable Replacement In The Vicinity Of Kelly, University, Kingston, And Piermont Project (**Bid No. 0566**).
- #070** Morrow Resolution Authorizing the Mayor to execute an Agreement With The Louisiana Department of Transportation and Development (LA DOTD) for improvements at the Natchitoches Regional Airport (**Rehabilitate Fuel Farm**)

9. **ANNOUNCEMENTS:**

The next scheduled City Council meeting will be **August 24, 2015**.

The City of Natchitoches offices will be closed on **Monday, September 7, 2015** in honor of Labor Day.

10. **ADJOURNMENT:**

NOTICE TO THE PUBLIC

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

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

**PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF NATCHITOCHEs, STATE OF LOUISIANA,
REGULAR MEETING HELD ON
MONDAY, AUGUST 10, 2015 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, August 10, 2015 at 5:30 p.m.

There were present:

Mayor Lee Posey
Councilman At Large Don Mims, Jr.
Councilman David Stamey
Councilman Dale Nielsen
Councilwoman Sylvia Morrow
Councilman Larry Payne

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 Payne was asked to lead the pledge of allegiance.

Mayor Posey then called for the reading and approval of the minutes for the July 27, 2015 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Ms. Morrow. The roll call vote was as follows:

Ayes:	Payne, Nielsen, Mims, Stamey, Morrow
Nays:	None
Absent:	None
Abstain:	None

Mayor Posey then recognized Mr. Bob Black for his many years of outstanding and dedicated service to the Natchitoches Parish Library. Friends of Mr. Black from the Natchitoches Rotary Club and Natchitoches Parish Library were present to see Mr. Black recognized. Mr. Black has been an active member of the community as well as many accomplishments at the library such as his active role in passing two millages and the building of the parking lot.

The following Ordinance was introduced by Mr. Mims at the Natchitoches City Council meeting held on August 10, 2015 as follows:

ORDINANCE NO. 040 OF 2015

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

A 1.926 ACRE LOT ON LOUISIANA HIGHWAY 1, LOUISIANA HIGHWAY 1223 AND WOODYARD DRIVE, LOCATED IN THE CITY OF NATCHITOCHEs, IN SECTION 74, TOWNSHIP 9 NORTH – RANGE 7 WEST FROM B-2 COMMERCIAL TO B-3 COMMERCIAL TO CREATE ONE PARCEL FOR FUTURE COMMERCIAL DEVELOPMENT.

(620 South Drive)

WHEREAS, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of **August 4, 2015** that the application of **Luther W. Lott, Jr.** to rezone the property described above from B-2 Commercial to B-3 Commercial to create one parcel for future commercial development, (620 South Dr.), be **APPROVED**.

The following Ordinance was introduced by Mr. Stamey at the Natchitoches City Council meeting held on August 10, 2015 as follows:

ORDINANCE NO. 041 OF 2015

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

LOT 77 FOOT FRONT NORTH SIDE RAGAN STREET, NORTH BY FREDERICKS, EAST BY HENRY, WEST BY RACHAL HEIRS FROM R-1 TO R-1, SPECIAL EXCEPTION TO OPERATE A BED AND BREAKFAST BUSINESS AND FOR OFFICE USE.

(220 Ragan Street)

WHEREAS, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of **August 4, 2015** that the application of **Nancy and Bill Rutledge** to rezone the property described above from R-1 to R-1, Special Exception to operate a Bed and Breakfast business and for office use (220 Ragan St.), be **APPROVED** with the stipulation that use is for a psychologist office with hours of operation limited from 9 a.m. to 7 p.m. Monday thru Friday.

The following Ordinance was introduced by Ms. Morrow at the Natchitoches City Council meeting held on August 10, 2015 as follows:

ORDINANCE NO. 042 OF 2015

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, LEE POSEY, TO EXECUTE A LEASE IN FAVOR OF CANE RIVER AVIATION, INC., OF THAT PROPERTY LOCATED IN THE NATCHITOCHEs REGIONAL AIRPORT, DESCRIBED AS LOT 8, AND FURTHER PROVIDING FOR ADVERTISING OF THE LEASE AND AN EFFECTIVE DATE.

WHEREAS, the City of Natchitoches is the owner of those lots shown on the Airport Layout Plan, which said lots are available for lease, and more particularly is the owner of Lot 8 of the Natchitoches Regional Airport as is shown on a lease map by Alliance Inc. dated October 1993; and

WHEREAS, the Airport Manager has negotiated the terms of a lease to Cane River Aviation, Inc., of that property described as Lot 8 of the Natchitoches Regional Airport; and

WHEREAS FURTHER, the terms of the lease are for a ten (10) year period with consideration of Seven Hundred Fifty and 00/100 (\$750.00) Dollars per year, all as set forth in the attached Lease Agreement by and between the City of Natchitoches, and Cane River Aviation, Inc.; and

WHEREAS FURTHER, the City desires to lease lot 8 to Cane River Aviation, Inc., under the terms set forth above and more particularly set forth in the lease attached hereto.

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

(1) That after due proceedings and advertisement, the said City does lease Lot 8 of the Natchitoches Regional Airport to Cane River Aviation, Inc., for the term of ten (10) years with the annual consideration of \$750.00.

(2) That notice of this proposed ordinance be published three (3) times in fifteen (15) days, one (1) week apart, in the Natchitoches Times, the legal journal for the City, and that ordinance be posted in the City Hall.

(3) That any opposition to this ordinance shall be made in writing, filed with the Clerk for the City of Natchitoches within fifteen (15) days after the first publication of this ordinance, and that a public hearing be held after the advertisements have been completed.

(4) That the Mayor, Lee Posey, be and he is hereby authorized, after due proceedings had, and after the legal delays have run, to execute a lease in favor of **Cane River Aviation, Inc.**, leasing Lot 8 of the Natchitoches Regional Airport for the term of Ten (10) years.

(5) That the City Clerk be authorized to advertise this proposed lease in accordance with law, i.e., three times in fifteen days, one week apart and to report to the City Council if any opposition is made in writing prior to the time of final adoption.

(6) That the City takes cognizance of the fact that the property described above is not needed for public purposes by the City.

THIS ORDINANCE was introduced on this the 10th day of August, 2015.

STATE OF LOUISIANA

PARISH OF NATCHITOCHEES

LEASE AGREEMENT

BE IT KNOWN that this agreement is made and entered into on this the _____ day of 2015, before the undersigned Notaries Public and subscribing witnesses, by and between:

THE CITY OF NATCHITOCHEES, LOUISIANA, a Municipal Corporation, with mailing address of P. O. Box 37, Natchitoches, Louisiana, 71458-0037, represented herein by Lee Posey, Mayor, pursuant to an Ordinance No. 042, of 2015 adopted by the City Council of the City of Natchitoches on the ____ day of _____, 2015, the City of Natchitoches hereinafter referred to as the "**LESSOR**",

AND

CANE RIVER AVIATION, INC., a Louisiana Corporation, domiciled in the Parish of Natchitoches, Louisiana, with mailing address of 934 East Fourth Street, and represented herein by Jack P. McCain, Jr., President, duly authorized to act herein pursuant to resolution of the Board of Directors of said corporation, hereinafter referred to as the "**LESSEE**",

who declared as follows, to-wit:

1.

That for and in consideration of the rents, covenants, and agreements herein set out, to be faithfully paid, kept and performed by the Lessee, Lessor hereby leases and lets to said lessee the following plot of ground, to-wit:

A certain parcel of land, which is shown on the Natchitoches Regional Airport Lease Map, prepared by BBC Engineering, Inc., dated October 1983, as shown thereon as follows, to-wit:

Lot 8 of Natchitoches Regional Airport as per the Airport Layout Plan, measuring 100 feet North and South by 75 feet East and West and containing 7500 square feet in all.

2.

In consideration for the use of said tract and the privileges incidental thereto, Lessee agrees to pay Lessor the sum of Seven Hundred Fifty and 00/100 Dollars (\$750.00) per year payable in advance each year with the first payment being paid herewith, receipt of which is acknowledged. Successive annual rental payments shall be due on the anniversary date of this lease each year throughout the term of this lease. This amount is calculated on the basis of Ten Cents (\$0.10) per square foot for the area described as Lot 8 having a total of 7,500 square feet.

On the anniversary date of this lease, in the year 2020, the rental under this lease shall be adjusted to reflect the changes in the purchasing power of the dollar, whether upward or downward, as follows:

The base for the purpose of rental adjustment shall be the Consumer Price Index published by the

Bureau of Labor Statistics of the United States Department of Labor for the 1st of January 2015. The difference between the Index figure for January 1, 2015, and the figure published for that January immediately preceding any renewal term hereunder shall be determined and computed as a percentage of change. This percentage of the base rent shall be added to the annual base rent, or subtracted from it if the change be downward, and the sum shall constitute the annual rent for the renewal term.

If any change is made by the United States Government in the formulation or method under which the Consumer Price Index is computed, then the parties agree that an appropriate adjustment in computing the rent for any renewal term shall be made by the parties, and if they are unable to agree on such adjustment, then said adjustment shall be submitted to arbitration under the rules of the American Arbitration Association.

All payments are to be made to the order of the City of Natchitoches, at the City Hall.

3.

The term of this lease shall be for a ten year period, from date hereof.

4.

Lessee may not assign the lease, or sub-let the lease, or transfer same in any manner, without the prior consent of the City Council, with the advice and consent of the Natchitoches Regional Airport Advisory Commission.

5.

It is understood and agreed that the leased premises are a part of the Natchitoches Regional Airport and nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 (A) of the Civil Aeronautics Act of 1958. It is understood and agreed that Lessee shall have the privilege of use of runways, taxi strips and parking space without additional charges.

The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions that would limit the usefulness of the Airport or constitute a hazard to aircraft.

6.

The premises shall be used by Lessee only for the purpose of aeronautics, storage, rental, maintenance and servicing of aircraft and equipment owned by Lessee, Sub-Lessees or their respective subsidiary and affiliated companies and for no other purpose.

7.

Lessee shall have the privilege to make improvements to the hanger located upon said premises or

plot of ground for its private use, as stated herein. It is provided, however, that plans and specifications for the improvements to the hangar should be submitted to the City for approval prior to commencing construction. It is understood that the Lessee shall abide by the Sanitary Code of the City of Natchitoches, and any other codes proscribed by the City. Lessee shall have the right and privilege of installing electricity, water, gas and telephone at its cost. It is expressly agreed between the parties that any building or other structures erected by the Lessee shall remain the property of the Lessee at the expiration of this lease, or extension thereof, provided however, that the Lessor shall have the right and option to purchase such buildings from Lessee at a sum to be determined by three appraisers, one to be selected by Lessor and one by Lessee, and one selected by the appraisers. If the City does not exercise its said right and option, to purchase the property and after written notification of its intent not to purchase to the Lessee, the Lessee has the right to remove the building within sixty (60) days, in default of which all buildings and improvements of every kind left on the land shall become exclusive property of the City. Lessee shall have the right to sub-lease, including buildings which it erects at its own expense, provided that the sub-lease, shall take such premises subject to the terms and conditions of this lease, and provided the City approves the sub-lease in writing.

The Lessee will carry fire, windstorm and tornado insurance on any buildings erected on the leased premises, and the Lessor shall have no responsibility for any buildings or improvements erected on the premises during the term of this lease.

8.

Lessee shall pay all costs of electric current, water and all fuel used at and upon the said above described premises.

9.

The Lessee shall not sell gasoline or aviation fuel on the leased premises. The Lessee shall not store aviation or other fuel on the leased premises.

10.

As a part of the consideration for this lease, Lessee covenants and agrees to maintain all buildings located thereon in a good and safe condition and as neat and clean as practicable, and no noxious activities shall be conducted on the premises.

Lessor, its agents and assigns, shall have the right to enter the leased premises at any reasonable time throughout the term of this lease for any reasonable purpose, including inspection of the general condition and state of repair of the leased premises.

11.

Lessee agrees to observe and obey during the term of this lease all laws, ordinances, rules and regulations promulgated and enforced by any proper authority having jurisdiction over the conduct and operation of the Airport and aircraft using it.

12.

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

13.

This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. This lease is further subject to the approval and any requirements imposed by the FAA or any other governmental agency having jurisdiction over the Natchitoches Regional Airport, and shall be subordinate thereto.

14.

During the time of war or National emergency, the Lessor shall have the right to lease any part hereof to the United States Government for Military or Naval use, and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

15.

If Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants or conditions for a period of thirty (30) days after written notices to cease such violations, Lessor may at once, if it so elects, terminate this lease and take possession of the premises. In the event of such termination, Lessee, at its option, may remove any buildings, tanks, pumps, or other structures or facilities (except paved area) within sixty (60) days after such termination.

16.

Lessee hereby covenants and agrees to have or obtain, and maintain in force, a policy or policies of insurance satisfactory to Lessor sufficient in form to protect Lessor and the public against damages and liability arising from the operations of lessee in an amount of \$500,000 for each person, and \$1,000,000 for each incident against bodily injury liability, and the sum of \$200,000 for each accident resulting in damage

to property. This paragraph shall apply separately to each Lessee.

17.

In the event that Lessor, in the development of its regional airport, should require the leased premises for other purposes, Lessor shall have the right and obligation to provide other suitable premises for Lessee; provided, however, Lessor shall pay to Lessee all costs of removal to the new location or locations, either by constructing similar facilities at the new location or by paying the cost of moving and re-erecting the hangar, tanks, pumps and other facilities of Lessee, such costs to include the full replacement cost of those items which cannot be economically moved.

18.

Lessee, in exercising any of the rights or privileges herein granted to it, shall not on the grounds of race, color, or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation, a copy of which is on file in the Airport Manager's office. Lessor is hereby granted the right to take such action, anything to the contrary herein notwithstanding, as the United States may direct to enforce this non-discrimination covenant.

IN WITNESS WHEREOF, the City of Natchitoches, in the presence of the undersigned witnesses and Notary Public, executed this Lease on this _____ day of _____ 2015, at Natchitoches, Louisiana, in quadruplicate original.

CITY OF NATCHITOCHEs, LOUISIANA

WITNESS

By: _____
Lee Posey, Mayor

WITNESS

NOTARY PUBLIC

Print Name: _____

Notary # _____

IN WITNESS WHEREOF, Cane River Aviation, Inc., in the presence of the undersigned witnesses and Notary Public, executed this Lease on this _____ day of _____, 2015, at _____, Louisiana, in quadruplicate original.

CANE RIVER AVIATION, INC.

WITNESS

By: _____
Jack P. McCain, Jr

WITNESS

NOTARY PUBLIC

Print Name: _____

Notary # _____

The following Ordinance was introduced by Mr. Nielsen at the Natchitoches City Council meeting held on August 10, 2015 as follows:

ORDINANCE NUMBER 043 OF 2015

AN ORDINANCE APPROVING THE PURCHASE OF TRACT OF GROUND ON THE EASTERN RIGHT OF WAY OF JEFFERSON STREET FROM C. RODNEY HARRINGTON AND JANIS A. HARRINGTON, FOR THE CONSIDERATION OF TEN THOUSAND DOLLARS, AND AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, LEE POSEY, TO EXECUTE A CASH SALE DEED FOR THE PURCHASE OF THE TRACT AND ALL RELATED DOCUMENTS, TO PROVIDE FOR ADVERTISING, AND A SAVINGS CLAUSE.

WHEREAS, C. Rodney Harrington and Janis A. Harrington, (sometimes hereinafter collectively referred to as "Harrington") are the owner of a certain tract of land situated on the eastern right of way of Jefferson Street, near the southern end of Front Street, and adjacent to City owned property; and

WHEREAS FURTHER, the City of Natchitoches, Louisiana (sometimes hereinafter "City") has negotiated the purchase of a portion of the property owned by Harrington, which said tract is more fully described as follows, to-wit:

That certain parcel, lot or tract of land, together with all buildings and improvements thereon situated, being 2,840 square feet, more or less, located in the City and Parish of Natchitoches, being shown and depicted on a survey by Robert Lynn Davis, P.L.S., dated September 8, 2009, and described thereon as follows, to-wit:

From the centerline intersection of Toulain and Jefferson Streets, thence South 10 degrees 21 minutes 04 seconds East a distance of 63.14 feet to a found ½ inch iron rod, being the Point of Beginning of the tract herein described; thence from the Point of Beginning South 60 degrees 18 minutes 39 seconds East a distance of 78.23 feet to a found ½ inch iron rod; thence South 17 degrees 53 minutes 19 seconds East a distance of 20.9 feet to a found ½ inch iron rod; thence South 10 degrees 3 minutes 47 seconds West a distance of 10 feet to a set ½ inch iron rod; thence North 72 degrees 22 minutes 39 seconds West a distance of 86.55 feet to a found ½ inch iron rod; thence North 13 minutes 7 minutes 30 seconds East a distance of 43.41 feet to the Point of Beginning.

(Sometimes hereinafter referred to as "Subject Tract").

WHEREAS FURTHER, the City has a need to acquire the Subject Tract in order to make future improvements to and expansion of its facilities on the downtown riverbank; and

WHEREAS FURTHER, the City has reached an agreement with Harrington to the purchase of the above described property for the sum and price of \$10,000.00; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the proposed purchase and is of the opinion that the purchase is in the best interests of the continued use and operation of the facilities located on the downtown river front and is further of the opinion that the purchase is in the best interests of the City of Natchitoches and its citizens; and

WHEREAS FURTHER, the Mayor and City Council have studied the matter and have concluded that it is in the best interest of the CITY, its citizens, and the general public to acquire the property; and

WHEREAS FURTHER, the City Council of the City of Natchitoches desires to purchase the tract of land from Harrington for the sum of \$10,000.00; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has been provided with a copy of an appraisal prepared by Ed Dranguet, dated August 6, 2015, which supports the consideration to be paid by the City of Natchitoches; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that it is in the interest of the City to purchase of the tract of land and desires to authorize Mayor Lee Posey, to execute a deed and all associated documents; and

WHEREAS FURTHER, the Mayor and City Council have studied the matter and have concluded that the acquisition of the tract of land described above would be in the best interest of the City, its citizens, and the general public; and

NOW THEREFORE BE IT ORDAINED by the City Council in regular session convened as follows:

I. That the Honorable Mayor, Lee Posey, be and he is hereby authorized and empowered to execute a Cash Sale Deed on behalf of the City, all in accordance with the general terms and conditions set forth in this Ordinance. The said Mayor is hereby given full and complete authority to incorporate in said instrument such terms, conditions, and agreements as may be necessary to protect the interest of the City in substantial compliance with the general terms and conditions set forth in this Ordinance in order to acquire the property described as follows, to-wit:

That certain parcel, lot or tract of land, together with all buildings and improvements thereon situated, being 2,840 square feet, more or less, located in the City and Parish of Natchitoches, being shown and depicted on a survey by Robert Lynn Davis, P.L.S., dated September 8, 2009, and described thereon as follows, to-wit:

From the centerline intersection of Toulain and Jefferson Streets, thence South 10 degrees 21 minutes 04 seconds East a distance of 63.14 feet to a found ½ inch iron rod, being the Point of Beginning of the tract herein described; thence from the Point of Beginning South 60 degrees 18 minutes 39 seconds East a distance of 78.23 feet to a found ½ inch iron rod; thence South 17 degrees 53 minutes 19 seconds East a distance of 20.9 feet to a found ½ inch iron rod; thence South 10 degrees 3 minutes 47 seconds West a distance of 10 feet to a set ½ inch iron rod; thence North 72 degrees 22 minutes 39 seconds West a distance of 86.55 feet to a found ½ inch iron rod; thence North 13 minutes 7 minutes 30 seconds East a distance of 43.41 feet to the Point of Beginning.

II. That the Mayor be and he is hereby authorized to have all of the necessary legal documents and instruments prepared at once and that this transaction be closed as soon as this Ordinance is final.

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

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

VI. That all Ordinances in conflict herewith are hereby repealed.

VII. That this Ordinance be advertised in accordance with law.

VIII. That this Ordinance be declared **INTRODUCED** at a Regular Meeting of the City Council on this the 10th day of August 2015, and that a public hearing be called for at the next regular meeting of the City Council which will be held on the 24th day of August, 2015.

CASH SALE DEED

STATE OF LOUISIANA
PARISH OF NATCHITOCHES

BE IT KNOWN, That this day before me, the undersigned Notaries Public, in and for the above stated jurisdiction, duly commissioned and sworn, came and appeared:

C. Rodney Hughes and Janis A. Harrington, husband and wife, with mailing address of P. O. Box 1278, Natchitoches, Louisiana 71457
(sometimes hereinafter referred to as "SELLER");

who declared that they do, by these presents, **GRANT, BARGAIN, SELL, SET OVER, TRANSFER, CONVEY AND DELIVER**, with all legal warranties and full guarantee of title, and with complete transfer and subrogation of all rights and actions of warranty against all former proprietors of the property herein conveyed, together with all rights of prescription, whether acquisitive or liberative, unto:

CITY OF NATCHITOCHES, LOUISIANA, a municipal corporation, with mailing address of Post Office Box 37, Natchitoches, Louisiana, 71458-0037, represented herein by its Mayor, Lee Posey, duly authorized to act herein pursuant to Ordinance Number 043 of 2015.
(sometimes hereinafter referred to as "PURCHASER");

the following described property, to-wit:

That certain parcel, lot or tract of land, together with all buildings and improvements thereon situated, being 2,840 square feet, more or less, located in the City and Parish of Natchitoches, being shown and depicted on a survey by Robert Lynn Davis, P.L.S., dated September 8, 2009, and described thereon as follows, to-wit:

From the centerline intersection of Toulain and Jefferson Streets, thence South 10 degrees 21 minutes 04 seconds East a distance of 63.14 feet to a found ½ inch iron rod, being the Point of Beginning of the tract herein described; thence from the Point of Beginning South 60 degrees 18 minutes 39 seconds East a distance of 78.23 feet to a found ½ inch iron rod; thence South 17 degrees 53 minutes 19 seconds East a distance of 20.9 feet to a found ½ inch iron rod; thence South 10 degrees 3 minutes 47 seconds West a distance of 10 feet to a set ½ inch iron rod; thence North 72 degrees 22 minutes 39 seconds West a distance of 86.55 feet to a found ½ inch iron rod; thence North 13 minutes 7 minutes 30 seconds East a distance of 43.41 feet to the Point of Beginning.

TO HAVE AND TO HOLD said described property unto said purchaser, its heirs, successors and assigns, forever.

This sale is made for the consideration of the sum of Ten Thousand Hundred and 00/100 (\$10,000.00), the receipt of which is hereby acknowledged.

The certificate of mortgage is hereby waived by the parties. Taxes are assumed by the Vendee.

It is expressly agreed that the immovable property herein conveyed and all improvements and component parts, plumbing, electrical systems, mechanical equipment, heating and air conditioning systems, built-in appliances, and all items located hereon are conveyed by Seller and accepted by Purchaser "AS IS, WHERE IS," without any warranties of any kind whatsoever, even as to the metes and bounds, zoning, operations, or suitability of the property for the use intended by the Purchaser, without regard to the presence of apparent or hidden defects and with the Purchaser's full and complete waiver of any and all rights for the return of all or any part of the purchase price by reason of any such defects.

Purchaser acknowledges and declares that neither the Seller nor any party, whomsoever, acting or purporting to act in any capacity whatsoever on behalf of the Seller has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, or upon which the Purchaser has relied, concerning the existence or non-existence of any quality, characteristic or condition of the property herein conveyed. Purchaser has had full, complete and unlimited access to the property herein conveyed for all tests and inspections which Purchaser, in Purchaser's sole discretion, deems sufficiently diligent for the protection of Purchaser's interest.

Purchaser expressly waives the warranty of fitness and the warranty against redhibitory vice and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2520 through 2548, inclusive, and any other applicable state or federal law and the jurisprudence thereunder.

Purchaser also waives any right Purchaser may have in redhibition to a return of the purchase price or to a reduction of the purchase price paid pursuant to Louisiana Civil Code Articles 2520 to 2548, inclusive, in connection with the property hereby conveyed to Purchaser by Seller. By Purchaser's signature, Purchaser expressly acknowledges all such waivers and Purchaser's exercise of Purchaser's right to waive warranty pursuant to Louisiana Civil Code Article 2520 and 2548, inclusive.

The certificate of mortgage is hereby waived by the parties.

DONE AND PASSED at my office in said City and Parish of Natchitoches, State of Louisiana, in the presence of the undersigned competent witnesses, on this the ____ day of August, 2015.

ATTEST:

GENEVA B. SETTLE

C. Rodney Harrington
SS# xxx-xx-_____

SARAH J. TURPIN

Janis A. Harrington
SS# xxx-xx-_____

CITY OF NATCHITOCHEs

by: **Lee Posey, Mayor**

DANIEL T. MURCHISON, JR.
NOTARY PUBLIC
Bar Roll No. 20307

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

RESOLUTION NO. 064 OF 2015

**A RESOLUTION DESIGNATING FRIDAY, SEPTEMBER 4, 2015
AS AN OFFICIAL HOLIDAY FOR THE EMPLOYEES OF THE CITY
OF NATCHITOCHEES FOR THE YEAR 2015**

WHEREAS, the Mayor and City Council of the City of Natchitoches appreciate the hard work of the Natchitoches City Employees; and

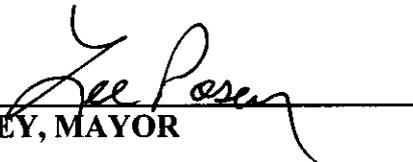
WHEREAS, to show appreciation for the dedicated efforts of our City Employees, the Mayor and Natchitoches City Council wish to declare, Friday, September 4, 2015 as an official City Holiday for 2015.

NOW, THEREFORE, BE IT RESOLVED, by Mayor Lee Posey, that Friday, September 4, 2015 be declared an Official Holiday for the City of Natchitoches Employees.

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

AYES: Payne, Nielsen, Mims, Stamey, 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 10th day of August, 2015.



LEE POSEY, MAYOR

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

RESOLUTION NO. 065 OF 2015

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONTRACT BETWEEN THE CITY OF NATCHITOCHEES AND CROCKER CONSTRUCTION, LLC, FOR THE LA HIGHWAY 6 WEST WATER MAIN EXTENSION PROJECT

(BID NO. 0563)

WHEREAS, the City of Natchitoches (CITY) awarded the bid to Crocker Construction, LLC, (CONTRACTOR) on May 11, 2015 by Ordinance No. 026 of 2015 in the amount of \$46,672.60 for the LA Highway 6 West Water Main Extension Project, (Bid No. 0563); and

WHEREAS, on June 26, 2015, CONTRACTOR issued Change Order No. 1, fully described in Attachment “A”; and

WHEREAS, the contract sum will be decreased by this Change Order No. 1 in the amount of \$2,482.00 and the revised contract total will be \$44,190.60; and

WHEREAS, the project engineer, Henry Shuler of Shuler Consulting Company, has recommended this change order; and

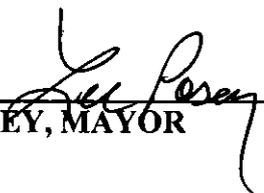
WHEREAS, the CITY is of the opinion that Change Order No. 1 is in the best interest of the CITY.

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. 1 to the agreement between the City of Natchitoches and the contractor, Crocker Construction, LLC.

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

AYES:	Payne, Nielsen, Mims, Stamey, 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 10th day of August, 2015.



LEE POSEY, MAYOR

Change Order

No. 1

Date of Issuance: 6/26/15 Effective Date: 6/26/15

Project: LA Highway 6 West Water Main Extension	Owner: City of Natchitoches	Owner's Contract No.: 0563
Contract: I	Date of Contract: 5/12/15	
Contractor: Crocker Construction, LLC		Engineer's Project No.: 2711

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments (list documents supporting change): narrative description

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 46,672.60

Original Contract Times: Working days Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved
Change Orders No. N/A to No. N/A :

\$ -0-

[Increase] [Decrease] from previously approved Change Orders
No. N/A to No. N/A

Substantial completion (days): -0-

Ready for final payment (days): -0-

Contract Price prior to this Change Order:

\$ 46,672.60

Contract Times prior to this Change Order:

Substantial completion (days or date): 30

Ready for final payment (days or date) 60

[Increase][Decrease] of this Change Order:

\$ 2,482.00

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): -0-

Ready for final payment (days or date): -0-

Contract Price incorporating this Change Order:

\$ 44,190.60

Contract Times with all approved Change Orders:

Substantial completion (days or date): 30

Ready for final payment (days or date): 60

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 6/26/15

Approved by Funding Agency (if applicable):

ACCEPTED:

By: [Signature]
Owner (Authorized Signature)

Date: 9/23/15

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 9-30-15

Change Order Tabulation
 City of Natchitoches
 LA Highway 6 West Water Main Extension
 SSC# 2711

Item No. Description Quantity Unit Unit Price Extension Post Change Order No. 1 Adjustments Extension Unit Price Extension

BASE BID ITEMS:

Item No.	Description	Quantity	Unit	Unit Price	Extension	Change Order No. 1 Adjustments	Extension	Unit Price	Extension
1	8" C900 DR 14, PVC Water Main	2,240	LF	\$16.20	\$36,288.00				
2	8" x 8" Connection	1	LS	\$1,890.00	\$1,890.00		\$0.00	\$1,890.00	\$1,890.00
3	5-1/4" Standard Fire Hydrant Assembly (Double Steamer Nozzle)	1	LS	\$4,061.00	\$4,061.00		\$0.00	\$4,061.00	\$4,061.00
4	Mobilization	1	LS	\$1,366.00	\$1,366.00		\$0.00	\$1,366.00	\$1,366.00
5	Ductile Iron Fittings	0.1	TONS	\$5,616.00	\$561.60		\$0.00	\$5,616.00	\$561.60
6	Clean-up, testing, disinfection & final restoration of water mains (\$0.50/LF Minimum Bid)	2,240	LF	\$0.90	\$2,016.00		\$0.00	\$0.90	\$2,016.00
7	Broadcast Seeding & Fertilizing (Water Main Alignment) 8" Gate Valve	1	LS	\$490.00	\$490.00		\$0.00	\$490.00	\$490.00
					\$1,550.00		\$1,550.00	\$1,550.00	\$1,550.00
									\$32,256.00
									\$1,890.00
									\$4,061.00
									\$1,366.00
									\$561.60
									\$2,016.00
									\$0.90
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00
									\$1,550.00
									\$490.00
									\$1,550.00

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

RESOLUTION NO. 066 OF 2015

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CERTIFICATE OF SUBSTANTIAL COMPLETION TO THE CONTRACT BETWEEN THE CITY OF NATCHITOCHEES AND CROCKER CONSTRUCTION, LLC FOR THE LA HIGHWAY 6 WEST WATER MAIN EXTENSION PROJECT

BID NO. 0563

WHEREAS, the City of Natchitoches has contracted with Crocker Construction, LLC. for the LA Highway 6 West Water Main Extension Project; and

WHEREAS, this work has been completed; and

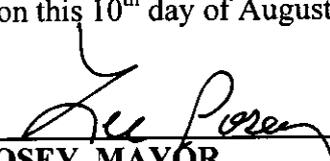
WHEREAS, a substantial completion inspection has been performed by the Engineer and a representative of the Utility Office for the City of Natchitoches, and they find the project to be complete.

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 Certificate of Substantial Completion for Crocker Construction, LLC.

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

AYES:	Payne, Nielsen, Mims, Stamey, 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 10th day of August, 2015.



LEE POSEY, MAYOR

Certificate of Substantial Completion

Project: LA Highway 6 West Water Main Extension

Owner: City of Natchitoches

380860

Owner's Contract No.:

Contractor: Crocker Construction, LLC

Engineer's Project No.: 2711

This definitive Certificate of Substantial Completion applies to:

All Work under the Contract Documents: The following specified portions of the Work:

N/A

8/10/2015

Date of Substantial Completion

RECEIVED AND FILED
LOUIE BERNARD
CLERK OF COURT
2015 OCT 2 PM 12:22
NATCHITOCHESS PARISH
LA

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A definitive list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

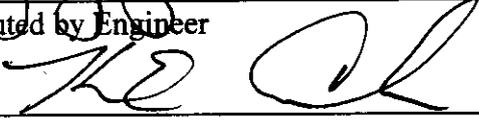
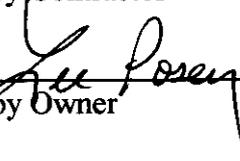
Amended Responsibilities Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

 Executed by Engineer	<u>6/26/15</u> Date
 Accepted by Contractor	<u>9-30-15</u> Date
 Accepted by Owner	<u>9/23/15</u> Date

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

RESOLUTION NO. 067 OF 2015

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONTRACT BETWEEN THE CITY OF NATCHITOCHEs AND T & D SOLUTIONS, INC. FOR THE ELECTRICAL DISTRIBUTION ALONG LA 478 TO I-49

(BID NO. 0561)

WHEREAS, the City of Natchitoches (CITY) awarded the bid to T & D Solutions, Inc. on February 9, 2015 by Ordinance No. 008 of 2015 in the amount of \$40,000.00 for the Electrical Distribution Along LA 478 to I-49, (Bid No. 0561); and

WHEREAS, on August 3, 2015, CONTRACTOR issued Change Order No. 1, fully described in Attachment "A"; and

WHEREAS, the contract sum will be increased by this Change Order No. 1 in the amount of \$5,356.98 and the revised contract total will be \$45,356.98; and

WHEREAS, the project engineer, Randal Smoak of Cothren, Graff, Smoak Engineers, has recommended this change order; and

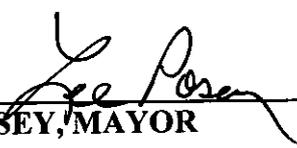
WHEREAS, the CITY is of the opinion that Change Order No. 1 is in the best interest of the CITY.

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. 1 to the agreement between the City of Natchitoches and the contractor, T & D Solutions, Inc.

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

AYES:	Payne, Nielsen, Mims, Stamey, 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 10th day of August, 2015.



LEE POSEY, MAYOR

Change Order

No. 1

Date of Issuance: August 3, 2015

Effective Date: August 11, 2015

Project: <u>Elect Dist along LA 478</u>	Owner: <u>City of Natchitoches</u>	Owner's Contract No.: <u>0561</u>
Contract:		Date of Contract: <u>February 19, 2015</u>
Contractor: <u>T&D Solutions, Ltd</u>		Engineer's Project No.: <u>14102</u>

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Increase in contract amount for materials supplied by Contractor

Attachments: (List documents supporting change):

Listing of material cost

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>40,000.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>60</u> Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : \$ <u>-0-</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : Substantial completion (days): _____ <u>0</u> Ready for final payment (days): _____
Contract Price prior to this Change Order: \$ <u>40,000.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>60</u> Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: \$ <u>5,356.98</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>0</u> Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: \$ <u>45,356.98</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>60 days</u> Ready for final payment (days or date): _____

RECOMMENDED: CGS Engineering By: <u>K. R. D. Small</u> Engineer (Authorized Signature) Date: <u>8.3.15</u>	ACCEPTED: CITY OF NATCHITOCHEs By: <u>Lee Posey</u> Owner (Authorized Signature) Date: <u>8-31-15</u>	ACCEPTED: T&D Solutions, Ltd. By: <u>[Signature]</u> Contractor (Authorized Signature) Date: <u>8/26/2015</u>
Approved by Funding Agency (if applicable): _____		Date: _____

LOUIE BERNARD
Clerk of District Court
Parish of Natchitoches

I hereby certify that the attached document is a true
copy of the instrument filed and recorded in the
Clerk of Court's Office in Natchitoches Parish, LA.

Date Filed: Sept 1 12:06 PM '15

Registry No. 380000

MG Book 1035 Page 159

Cert. Date September 1, 2015

Candy Harris
Deputy Clerk, 10th Judicial Court, LA

40 Triplex Transfer - 3x	\$20.60	\$61.80
Pole Fram - 15x	\$16	\$240.00
D-477 ARD - 39x	\$42.92	\$1673.88
Transfer A-4 - 1x	\$83.83	\$83.83
FI-20 - 1x	\$103.00	\$103.00
FI-20 5' Extra - 1x	\$30.04	\$30.04
78" Fish - 2x	\$21.46	\$42.92
Down Guy - 1x	\$68.66	\$68.66
477 DE - 5x	\$42.92	\$128.76
410 DE - 1x	\$38.62	\$38.62
C-7 - 5x	\$214.58	\$1072.90
A9-2 - 1x	\$88.10	\$88.10
C3 - 1x	\$236.03	\$236.03
60' - 1x	\$676.56	\$676.56
65' - 1x	\$811.88	\$811.88

\$5,356.98

~~\$5,116.72~~

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

RESOLUTION NO. 068 OF 2015

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CERTIFICATE OF SUBSTANTIAL COMPLETION TO THE CONTRACT BETWEEN THE CITY OF NATCHITOCHEES AND T&D SOLUTIONS, INC. FOR THE ELECTRICAL DISTRIBUTION ALONG LA 478 TO I-49

(BID NO. 0561)

WHEREAS, the City of Natchitoches has contracted with T & D Solutions, Inc. for construction of the Electrical Distribution Along LA 478 to I-49; and

WHEREAS, this work has been completed; and

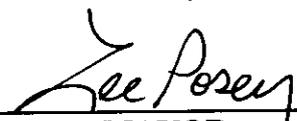
WHEREAS, a substantial completion inspection has been performed by the Engineer and a representative of the Utility Department for the City of Natchitoches, and they find the project to be complete.

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 Certificate of Substantial Completion for T & D Solutions, Inc.

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

AYES:	Payne, Nielsen, Mims, Stamey, 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 10th day of August, 2015.



LEE POSEY, MAYOR

CERTIFICATION ON BACK

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER: CITY OF NATCHITOCHEs

CONTRACTOR: T&D Solutions, Ltd.

CONTRACT DATE: February 19, 2015

CONTRACT FOR: CITY OF NATCHITOCHEs

ELECTRICAL DISTRIBUTION ALONG LA 478

Definition of Substantial Completion

The date of Substantial Completion of a Project or specified part of a Project is the date when the construction is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part of the Project can be utilized for the purpose for which it was intended. The issuance of this Certificate does not constitute a recommendation of project acceptance, as defined in R.S. 38:2241.1

TO: CITY OF NATCHITOCHEs
(Owner)

and

TO: T&D SOLUTIONS, LTD.
(Contractor)

Date of Substantial Completion: JULY 23, 2015

The Work performed under this contract has been inspected by authorized representatives of the Owner, Contractor and Engineer, and the Project (or specified part of the Project, as indicated above) is hereby declared to be substantially completed on the above date.

A tentative list of items to be completed or corrected (IS)(IS NOT) appended hereto. This list may not be exhaustive, and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the contract documents. These items shall be completed by the Contractor within N/A days of Substantial Completion.

The responsibilities between the Owner and the Contractor for maintenance, heat, and utilities shall be as set forth below.

THE OWNER IS RESPONSIBLE FOR MAINTENANCE. HEATING AND UTILITIES IS NOT APPLICABLE.

CITY OF NATCHITOCHEs
Owner

Lee Posey
Authorized Representative

CGS ENGINEERING, INC.
Engineer

K. Randolph
Authorized Representative

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

RESOLUTION NO. 069 OF 2015

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CERTIFICATE OF SUBSTANTIAL COMPLETION TO THE CONTRACT BETWEEN THE CITY OF NATCHITOCHEs AND SUNSTREAM, INC. FOR THE UNDERGROUND 13.8kV PRIMARY DIST. CABLE REPLACEMENT in vicinity OF KELLY, UNIVERSITY, KINGSTON, AND PIERMONT PROJECT

(BID NO. 0566)

WHEREAS, the City of Natchitoches has contracted with Sunstream, Inc., for construction of the Underground 13.8kV Primary Dist. Cable Replacement in vicinity of Kelly, University, Kingston, and Piermont Project; and

WHEREAS, this work has been completed; and

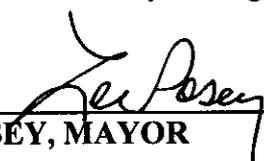
WHEREAS, a substantial completion inspection has been performed by the Engineer and a representative of the Utility Department for the City of Natchitoches, and they find the project to be complete.

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 Certificate of Substantial Completion for Sunstream, Inc.

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

AYES:	Payne, Nielsen, Mims, Stamey, 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 10th day of August, 2015.



LEE POSEY, MAYOR

CERTIFICATION ON BACK

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER: CITY OF NATCHITOCHEs

CONTRACTOR: Sunstream, Inc.

CONTRACT DATE: May 14, 2015

CONTRACT FOR: CITY OF NATCHITOCHEs

Underground 13.8 kV Primary Dist. Cable Replacement in vicinity of Kelly, University, Kingston,
& Piermont

Definition of Substantial Completion

The date of Substantial Completion of a Project or specified part of a Project is the date when the construction is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part of the Project can be utilized for the purpose for which it was intended. The issuance of this Certificate does not constitute a recommendation of project acceptance, as defined in R.S. 38:2241.1

TO: CITY OF NATCHITOCHEs
(Owner)

and

TO: SUNSTREAM, INC.
(Contractor)

Date of Substantial Completion: August 4, 2015

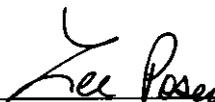
The Work performed under this contract has been inspected by authorized representatives of the Owner, Contractor and Engineer, and the Project (or specified part of the Project, as indicated above) is hereby declared to be substantially completed on the above date.

A tentative list of items to be completed or corrected (IS)(IS NOT) appended hereto. This list may not be exhaustive, and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the contract documents. These items shall be completed by the Contractor within N/A days of Substantial Completion.

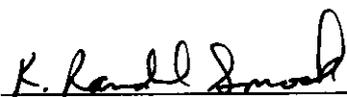
The responsibilities between the Owner and the Contractor for maintenance, heat, and utilities shall be as set forth below.

THE OWNER IS RESPONSIBLE FOR MAINTENANCE. HEATING AND UTILITIES IS NOT APPLICABLE.

CITY OF NATCHITOCHEs
Owner


Authorized Representative

CGS ENGINEERING, INC.
Engineer


Authorized Representative

The City of Natchitoches of the Parish of Natchitoches met in regular session on this date. The following resolution was offered by Ms. Morrow and seconded by Mr. Stamey as follows:

RESOLUTION NUMBER: 070

DATE: August 10, 2015

RESOLUTION

A resolution authorizing the Mayor to execute an Agreement with the Louisiana Department of Transportation and Development (LA DOTD) for improvements at the Natchitoches Regional Airport.

WHEREAS, Act 451 of the 1989 Regular Session of the Louisiana Legislature authorized the financing of certain airport improvements from funds appropriated from the Transportation Trust Fund; and

WHEREAS, the City of Natchitoches has requested funding assistance from the LA DOTD to/for Rehabilitate Fuel Farm; and

WHEREAS, the stated project has been approved by the Louisiana Legislature and the LA DOTD is agreeable to the implementation of this project and desires to cooperate with the City of Natchitoches according to the terms and conditions identified in the attached Agreement; and

WHEREAS, the LA DOTD will provide the necessary funding for the Rehabilitate Fuel Farm and reimburse the sponsor up to \$284,592.00 of project cost.

NOW THEREFORE, BE IT RESOLVED by the City of Natchitoches that it does hereby authorize the Mayor to execute an Agreement for the project identified as SPN H.011252, more fully identified in the Agreement attached hereto, and to execute any subsequent related documents, including, but not limited to, amendments to said agreement.

This resolution shall be in full force and effect from and after its adoption.

The aforesaid resolution, having been submitted to a vote, the vote thereon was follows:

YEAS: Payne, Nielsen, Mims, Stamey, Morrow

NAYS: None

ABESENT: None

WHEREUPON, the Resolution was declared adopted on the 10th day of August, 2015.

CITY OF NATCHITOCHEs

BY: _____

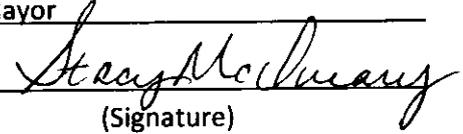

(Signature)

Lee Posey _____

(Typed or Printed Name)

TITLE: Mayor

ATTEST: _____


(Signature)

TITLE: Clerk

STATE OF LOUISIANA
**DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT**

AGREEMENT

STATE PROJECT NO. H.011252
REHABILITATE FUEL FARM
NATCHITOCHEs REGIONAL AIRPORT
NATCHITOCHEs PARISH

THIS AGREEMENT, made and executed in two (2) original copies on this 28th day of August, 2015, by and between the Louisiana Department of Transportation and Development, hereinafter referred to as "DOTD", and the **CITY OF NATCHITOCHEs**, a political subdivision of the State of Louisiana, responsible for all matters pertaining to the **NATCHITOCHEs REGIONAL** Airport, hereinafter referred to as "Sponsor";

WITNESSETH: That;

WHEREAS, the Sponsor has requested funding assistance to finance certain improvements at the **NATCHITOCHEs REGIONAL** Airport as described herein; and,

WHEREAS, Act 451 of the 1989 Regular Session of the Louisiana Legislature, authorized the financing of the certain airport improvements from funds appropriated from the Transportation Trust Fund; and,

WHEREAS, the Louisiana Legislature has granted approval of the project as listed in the **2014-2015 (GA ENHANCEMENT PROGRAM and UNDERRUN FUNDS)** Aviation Needs and Project Priority Program; and

WHEREAS, reimbursement for project costs will not exceed the estimated project cost as approved by the legislature and allocated to the DOTD Aviation Program for the fiscal year in which the project was approved by the legislature, unless DOTD agrees to participate in the increase and additional funds become available; and

WHEREAS, DOTD is agreeable to the implementation of this project and desires to cooperate with the Sponsor provided certain requirements are adhered to as hereinafter provided:

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

ARTICLE I - PROJECT DESCRIPTION

1.1 The improvement that is to be undertaken under this project will consist generally of **rehabilitation of the fuel farm.**

1.2 The project numbers and title of this agreement will be used for identification purposes on all correspondence, plans, progress reports, invoices, et cetera, prepared in the performance of these services.

ARTICLE II - PROJECT RESPONSIBILITY

2.1 DOTD employees will not be required to supervise or perform such other services in connection with the development of this project except as specifically set forth herein; however, the Sponsor will assume full responsibility and Sponsorship for the project development and shall hold DOTD harmless in the event of any loss or damage of any kind incident to or occasioned by deeds undertaken in pursuance of this agreement.

ARTICLE III - CERTIFICATION AND COMPLIANCE

3.1 Sponsor certifies by the signing of this agreement that each phase of this project, as well as all documents associated with this project, will be completed in accordance with all applicable Federal and State guidelines and/or regulations. It is solely the responsibility of the Sponsor to certify the appropriate development, completion and authenticity of all work and documents required of the Sponsor throughout this project. Three (3) separate Sponsor Certifications incorporated by reference herein and attached to and made part of this agreement, shall be completed, signed and sent to DOTD after each specified phase of the project as indicated in the Certifications attached hereto.

3.2 DOTD does not provide certification of any document nor work performed and is not responsible for same in accordance with Article II as stated above.

ARTICLE IV - FUNDING

4.1 Except for services hereinafter specifically listed to be furnished at the expense of DOTD or the Sponsor, the cost of this project will be shared between DOTD and the Sponsor, with DOTD contributing an amount equal to **68%** of the project costs not to exceed **\$284,592.00**. Any other costs beyond **\$284,592.00** will be born solely by the sponsor, unless approved by DOTD after a written request is made by the sponsor in accordance with R.S. 2:806.A, 2:807.B and 2:810. Sponsor agrees to contribute not less than **32%** of the project costs and any additional funds necessary or required for the completion of this project. **All such overages may not be approved until after the project is complete and at the end of the State's fiscal year, to determine if funds are available after all higher priorities have been considered.** The Sponsor, at its own expense, may incorporate items of work not eligible for DOTD participation into the construction contract if it so desires.

4.2 The continuation of this agreement is contingent upon the appropriation of funds by the

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

ARTICLE V – TAXES

5.1 Sponsor agrees that the responsibility for payment of taxes, if any, from the funds received under this agreement, supplements and/or legislative appropriation shall be the Sponsor's obligation and shall be identified under Federal Tax Identification Number shown on the signature page.

ARTICLE VI - COST REIMBURSEMENTS

6.1 The Sponsor shall submit its request for reimbursement on the approved LADOTD-Aviation Division form titled LADOTD REQUEST FOR REIMBURSEMENT FOR AIRPORT PROGRAMS, and only for work that has been completed and for eligible expenses incurred that have been paid in full by the Sponsor. The request for reimbursement shall not exceed one (1) submittal per month; and shall be not less than the amount of \$250.00 (state share), except for the final Request for Reimbursement, which can be for any remaining amount.

6.2 The Sponsor shall maintain invoices and copies of the checks for invoice payments for reimbursement. Both the engineer and Sponsor shall certify that the completed work shown on each payment request is an accurate representation of the work accomplished during the estimated period and that the work substantially complies with the plans and specifications. All charges shall be subject to verification, adjustment, and/or settlement by DOTD's Program Manager and/or Audit Officer. The Sponsor shall withhold retainage in accordance with State Law (i.e., 10% up to \$500,000 and 5% thereafter).

6.3 The Sponsor acknowledges that DOTD will not participate in the cost of those items not constructed in accordance with the plans and specifications. In this event, the Sponsor will be obligated to assume full financial responsibility.

6.4 The Sponsor shall submit all final billings for all phases of work within three months after the final inspection of the project unless prior arrangements have been made with DOTD. Failure to submit these billings prior to the completion of this three-month period shall result in the project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Sponsor.

6.5 The Sponsor shall reimburse DOTD any and all amounts, which may be cited by DOTD due to the Sponsor's noncompliance with Federal/State laws and/or regulations. The cited amounts reimbursed by the Sponsor shall be returned to the Sponsor upon clearance of the citation(s). Additionally, no new projects will be approved until such time as the cited amount is reimbursed to DOTD.

6.6 DOTD's participation in the project shall in no way be construed to make DOTD a party to the contract between the Sponsor and its consultant/contractor.

ARTICLE VII – COST RECORDS

7.1 The Sponsor and all others employed by it in connection with this project shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this project and shall keep such material available at their respective offices at all times during the contract period and for three years from the date of final payment for the project. Additionally, all such materials shall be available for inspection by DOTD, the Legislative Auditor, the FAA, or any authorized representative of the federal government under applicable state and federal regulations, at all reasonable times during the contract period and for three years from the date of final payment.

ARTICLE VIII – ENGINEERING

8.1 The Sponsor is responsible for assuring all necessary surveys, engineering reports, plans, specifications and cost estimates for the project are in accordance with the applicable FAA/DOTD requirements, and the sponsor shall submit one (1) copy of the executed Engineering Service Agreement to DOTD along with Sponsor Certification #1 which is incorporated by reference herein and attached to and made a part of this agreement.

ARTICLE IX – REAL PROPERTY ACQUISITION

9.1 Real Property Acquisition is addressed in the Sponsor Certification #2 incorporated by reference herein and attached to and made a part of this agreement. This Sponsor Certification must be submitted to DOTD after real Property is acquired or leased, or a contract has been executed thereto.

9.2 If any funds covered by this agreement are to be used for the purchase of immovable property, the Sponsor shall have prepared a Phase I Environmental Site Assessment of the property. This assessment shall be prepared in accordance with the latest edition of ASTM E 1527, by an experienced environmental consultant qualified to perform the assessment. Any purchase agreement shall contain an agreement by the seller that it shall warrant and guarantee to the Sponsor that the property is free of all hazards identified by the environmental assessment as existing or suspected and this guarantee shall be a part of any act of sale for the immovable property. A copy of the environmental assessment and a certified copy of the purchase agreement, containing the warranty and/or guarantee, shall be provided to DOTD. Where land acquisition is a pre-requisite to construction, the Sponsor shall provide DOTD with proof of ownership prior to starting construction.

ARTICLE X - BID PROCESS

10.1 Construction projects shall be advertised in accordance with Louisiana Revised Statutes.

10.2 Sponsor shall solicit bids for the services, labor and materials needed to construct the

project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, et seq., applicable to political subdivisions of the State. Sponsor shall also keep a procurement file relative to the necessary acquisition of services, labor and materials needed to complete the project. DOTD may request review of the documents at any time. Sponsor shall maintain copies of the three lowest bidders' proposal sheets and bid bonds. The Sponsor shall also maintain:

1. The bid tabulation, including engineer's estimate, verified by the Sponsor.
2. Contractor's Equal Employment Opportunity plan.
3. A statement of contractor's qualifications.
4. Proof of publication of the advertisement for bids.
5. A non-collusion affidavit.
6. The Sponsor's official action, recommending acceptance of the bid submitted by the lowest qualified bidder.

10.3 The award of a contract shall be made within 30 calendar days of the date specified for public opening of bids, unless extended by the Sponsor. The contract and bond shall be recorded in the Clerk of Court's office for the parish or parishes where the project is to be constructed.

10.4 Following the execution of the contract, the Sponsor shall send to DOTD one copy of the executed contract, and project's bid set specifications with the plans bound in the specifications book as an attachment on 11" x 17" fold-out paper. The Sponsor shall also maintain insurance certificates and proof of recordation of the original contract performance bond.

ARTICLE XI – CONSTRUCTION

11.1 The Sponsor shall provide technical administration and inspection including testing during the project construction. The Sponsor may utilize its consultant to provide these services through preparation of a supplemental agreement to the original ESA or may hire a third party to provide these services.

11.2 A pre-construction meeting shall be held at the airport within fifteen (15) working days after the FAA has given approval to start construction. Construction contracts need not be signed prior to the pre-construction meeting, but must be signed prior to starting work. The Sponsor (or consultant) shall host the meeting and follow the current DOTD/FAA Pre-Construction Check-List. Within five (5) days following the meeting, copies of the Pre-Construction Check-List, along with minutes of the meeting, shall be sent to all parties requesting copies. Tenants shall be notified of the pre-construction meeting and status meetings. They shall also be notified in writing ten (10) working days prior to any planned runway/airport closures. Periodic inspections may be made by DOTD.

11.3 The Sponsor is responsible for maintaining project construction records in accordance with DOTD standards for a minimum of three (3) years. All construction directives, procedures, and documents of pay records shall be available for inspection by DOTD.

11.4 The project specifications shall be used as the basis for all construction. If there is an error or discrepancy in the specifications, the policies and procedures of FAA and/or DOTD shall be used to make corrections. A plan change shall be required, and the Sponsor may be liable for any additional cost. DOTD may participate in such eligible cost, only if funds are available. The ability of DOTD to participate in the financial cost increase may be reviewed after the project is complete and at the end of the State's fiscal year, to determine if funds are available.

ARTICLE XII – CIVIL RIGHTS

12.1 The Sponsor agrees that the project shall be developed in full, in accordance with the principles and intents contained in DOTD's latest Title VI Plan and that the same or closely related procedures providing for involvement of the Sponsor designated civil rights specialist in appropriate key stages of project development as identified in the aforementioned Title VI Plan, will be followed.

12.2 Further, the Sponsor agrees that its own employment policies and practices shall afford fair and nondiscriminatory employment opportunities to all employees and applicants for employment and that a viable affirmative action program is maintained in the interest of increasing employment opportunities for minorities, women and other disadvantaged persons. It is understood that the Sponsor, as a recipient of federal financial assistance under this agreement, is subject to monitoring and review of its civil rights activities by DOTD and agrees to cooperate with DOTD officials in the achievement of civil rights objectives prescribed in the agreement and in any contracts resulting herefrom.

ARTICLE XIII – DBE REQUIREMENTS

13.1 It is the policy of the U.S. Department of Transportation that small business firms owned and controlled by socially and economically disadvantaged persons and other persons defined as eligible in Title 49 Code of Federal Regulations, Part 26 (49 CFR 26) shall have maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the requirements of 49 CFR 26 apply to this project.

13.2 The Sponsor or its contractor agrees to ensure that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR 26, have maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. The Sponsor or its contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that such firms have maximum opportunity to compete for and perform contracts. The Sponsor or its contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract.

13.3 The preceding Policy and DBE Obligation shall apply to this project and shall be included in the requirements on any contract or subcontract. Failure to carry out the

requirements set forth therein shall constitute a breach of this agreement and, after notification by DOTD, may result in termination of this agreement by DOTD, or other such remedy, as DOTD deems appropriate.

13.4 The Sponsor or its contractor shall utilize the services of banks in the community, which are owned and controlled by minorities, when feasible and beneficial.

13.5 The above requirements shall be expressly included in and written in all subcontracts entered by the Sponsor or contractor.

ARTICLE XIV – FINAL INSPECTION, ACCEPTANCE, REIMBURSEMENT & SPONSOR CERTIFICATION

14.1 FINAL INSPECTION: The Sponsor shall schedule and conduct an inspection of the project no later than ten (10) working days after substantial completion. The Sponsor shall give notification of the inspection, in writing, at least five (5) working days in advance of the inspection to DOTD, the contractor, FAA and other attendees as appropriate. If deficiencies are discovered during the inspection, the Sponsor shall document the deficiencies, determine a dollar value and coordinate completion dates with the contractor for correcting the deficiencies. Once all the deficiencies are corrected the Sponsor will conduct a final inspection and determine that they have been corrected. The Sponsor shall then prepare the Letter of Acceptance.

14.2 Forty-five (45) days after recording the final acceptance of the project, the contractor shall submit to the Sponsor a Clear Lien Certificate from the Recorder's office of the parish or parishes in which the work was performed. If the contractor is unable to obtain a Clear Lien Certificate, the Sponsor may deposit the retainage with the court of competent jurisdiction.

14.3 The Sponsor's Letter of Acceptance shall include the following:

1. The (Sponsor) is satisfied with and accepts the project as accomplished by the contractor, _____, who has satisfactorily completed all requirements of the contract.
2. The final Reimbursement Request of \$ _____ is enclosed and verifies all amounts remaining due and the release of retainage.

14.4 The Sponsor shall also submit with the Letter of Acceptance the following:

1. An updated Airport Layout Plan (ALP), if applicable; and
2. Upon completion of the project, the consultant shall prepare as-built plans and specifications with final quantities for the project, to include any changes made to the original design during construction, on a CAD CD. These shall be labeled with the state project number, project description and airport name. Electronic files shall not be compressed for mailing; and
3. Sponsor Certification #3 incorporated by reference herein, and attached to and made a part of this agreement, which must be completed and signed.

14.5 DOTD will not approve the Sponsor's request for the final reimbursement until each of the above items are received and are satisfactorily completed.
Title to the project right-of-way shall be vested in the Sponsor and shall be subject to DOTD and FAA requirements and regulations concerning operations, maintenance, abandonment, disposal, and encroachments.

ARTICLE XV - OPERATION & MAINTENANCE RESPONSIBILITY

15.1 Upon final acceptance of the project, the Sponsor shall assume ownership of the improvements and assume all operations and maintenance costs of the facilities for a period of not less than twenty (20) years. Non-aviation activities shall require written approval from DOTD.

15.2 Should the Sponsor choose to begin operations prior to executing the Letter of Acceptance, the Sponsor then assumes full responsibility for such actions.

ARTICLE XVI - HOLD HARMLESS AND INDEMNITY

16.1 Sponsor agrees and obligates itself, its successors and assigns, to defend, indemnify, save, protect and hold forever harmless and provide a defense for DOTD, its officials, officers and employees against any and all claims that may be asserted by any persons or parties resulting from violation by the Sponsor, its employees, agents and/or representatives of the requirements of all State laws applicable to the project. Further, Sponsor agrees that it shall hold harmless and indemnify, and provide a defense for DOTD, its officials, officers and employees, against any and all claims, demands, suits, actions (ex contractu, ex delictu, quasi-contractual, statutory or otherwise), judgments of sums of money, attorney's fees and court costs, to any party or third person including, but not limited to, amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of Sponsor or any of the above, growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the Sponsor, its employees, servants, contractors, or any person engaged in or in connection with the engineering services, construction and construction engineering required or performed by the Sponsor hereunder including, but not limited to, any omissions, defects or deficiencies in the plans, specifications or estimates or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction, or construction engineering cost incurred or any other claim of whatever kind or nature arising from, out of, or in any way connected with the project, to the extent permitted by law.

16.2 Nothing herein is intended, nor shall be deemed to create, a third party beneficiary to any obligation by DOTD herein, or to authorize any third person to have any action against DOTD arising out of the agreement.

ARTICLE XVII - CANCELLATION

17.1 The terms of this agreement shall be binding upon the parties hereto until the work has been completed and accepted, and all payments required to be made to the Sponsor have been made. This agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the Sponsor should it desire to cancel the project prior to the receipt of bids, provided any cost that has been incurred for the preparation of plans shall not be eligible for reimbursement by DOTD or FAA.
3. By DOTD due to the lack of available State or Federal funding for the project.

ARTICLE XVIII – AMENDMENT

18.1 The parties hereto agree that any change in the project shall be in writing and signed by both parties. DOTD funding participation increases will be approved via amendment to this agreement, executed by both parties.

18.2 IN WITNESS HEREOF, the parties hereto have caused these presents to be executed by their respective officers, who are authorized to execute any and all subsequent documents relative to this project, and whose authority is deemed to be continuing as of the day and year first above written. Certification of this document is by Sponsor's Resolution herein included.

WITNESSES:

CITY OF NATCHITOCHEs

Chunch Weuniger
(Witness for First Party)

BY: Lee Posey
(Signature)

Stacy Maloney
(Witness for First Party)

Lee Posey
Typed or Printed Name

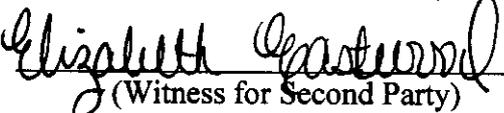
Mayor
Title

726000931
Sponsor's Federal Identification Number

WITNESSES:

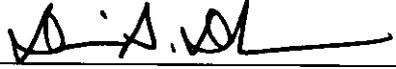


(Witness for Second Party)



(Witness for Second Party)

STATE OF LOUISIANA
THROUGH THE DEPARTMENT OF
TRANSPORTATION AND
DEVELOPMENT

By: 

Assistant Secretary

RECOMMENDED FOR APPROVAL

BY: 

Division Head

APPROVED AS TO FORM

BY: 

Aviation Section

BY: 

Avia Section

The Mayor and City Council members received a letter from the Natchitoches Parish Voters and Civic League, Inc. to which they acknowledged and would be passing on to the Christmas Festival Committee.

There will be a public hearing after the next City Council meeting on August 24th to discuss Backflow Preventers as well as an increase in water rates for City of Natchitoches and Waterworks District 1 water customers.

The water clarifier project at the water plant has started. This is a 270 day job that will hopefully end March 10th. Hopefully by April 1st clean up Chaplin's Lake will begin once the clarifier system is up and running. This will save us money on the cleaning up of Chaplin's Lake.

The next scheduled City Council meeting will be August 24, 2015.

The City of Natchitoches offices will be closed on Monday, September 7, 2015 in honor of Labor Day.

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

The meeting was adjourned at 6:00 p.m.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO-TEMPORE