

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.

NATCHITOCHEES CITY COUNCIL MEETING
JANUARY 14, 2013
5:30 P.M.
A G E N D A

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF DECEMBER 10, 2012**
5. **SPECIAL RECOGNITION:** The City of Natchitoches Natural Talent Football Team
Sponsored By The City Of Natchitoches Recreation Department
6. **PROCLAMATIONS:**
#003 Morrow Proclamation Declaring Martin Luther King, Jr., Day
#004 Mims Proclamation Declaring the Month of January, 2013 as Arbor Day
7. **AUDIT REPORT:** Mark Thomas and Jessica Broadway
8. **ORDINANCE – INTRODUCTION:**
#001 Payne Ordinance Authorizing The Mayor Of The City Of Natchitoches To Execute A 1st Amended Cooperative Endeavor Agreement Between The State Of Louisiana And The City Of Natchitoches, Louisiana For The South Natchitoches Drainage Project
(FP&C Project #50-MK9-09-01)
9. **ORDINANCES – FINAL of 2012:**
#052 Nielsen Ordinance Amending Ordinance Number 7 of 2012, Extending The Time Limit Within Which Infrastructure Improvements May Be Completed Before Zoning Reverts To R-1, And Further Providing For The Fixing Of A Public Hearing, Advertisement, Fixing Council District For Same, Fixing Zoning Classification And Providing For An Effective Date Of The Ordinance

#053 Morrow Ordinance Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute An Agreement To That Lease In Favor Of Flight Academy Of New Orleans, L.L.C., Of Lot 1A Of The Natchitoches Regional Airport As Shown On The Airport Layout Plan Of April 27, 2001 By Alliance Incorporated And Further Providing For Advertising Of The Amended Lease and Effective Date

- #054 Stamey** Ordinance To Amend And Reenact Section 3-2, Entitled Airport Advisor Commission; Which Section Is Located In Chapter 3 Of The Code Of Ordinance, Which Said Chapter Deals With The Natchitoches Regional Airport, Said Amendment Being Made To Provide For Requirements Of Members Of The Commission, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance
- #055 Mims** Ordinance Authorizing The Mayor Of The City Of Natchitoches, Louisiana, To Enter Into A Cooperative Endeavor Agreement With Northwestern State University For The Removal Of Trees Located On Property Of Northwestern State University And Associated Work On Campus, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance
- #056 Stamey** Ordinance Authorizing The City To Lease Dry Storage Area In A Warehouse Located At The ADM Gin Site To Mondo USA, Setting The Terms And Conditions Of Same, And Authorizing The Execution Of The Lease By The Mayor, Lee Posey, After Due Compliance With The Law, And Further Providing For Advertising Of The Lease And An Effective Date
10. **RESOLUTIONS:**
- #001 Payne** Resolution Authorizing The Mayor To Enter Into A Contract With Midwest Employers Casualty Company For The Workers' Compensation Excess Coverage Policy For The City Of Natchitoches
- #002 Nielsen** Resolution Authorizing The Mayor To Enter Into A Contract With Travelers Casualty And Surety Company Of America For The Public Official Schedule Bond For The City Of Natchitoches
9. **REPORT:** Councilwoman Sylvia Morrow – 2012 National League of Cities
10. **ANNOUNCEMENT:** The City of Natchitoches offices will be closed Monday, January 21, 2013 in honor of Martin Luther King, Jr.
11. **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, JANUARY 14, 2013 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, January 14, 2013 at 5:30 p.m.

There were present:

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

Guests: NSU Girls Volleyball Team

Absent: None

Mayor Lee Posey called the meeting to order and welcomed everyone for coming. Michael Braxton was asked to lead the invocation and David Stamey was asked to lead the pledge of allegiance.

Mayor Posey then called for the reading and approval of the minutes for the December 13, 2013 meeting. Mr. Nielson made a motion to dispense with the reading of the minutes, and Mr. Payne seconded the motion. The roll call vote was as follows:

Ayes: Payne, Nielson, Mims, Stamey
Nays: None
Absent: Morrow

Mayor Posey asked Kendrick Llorens and Davin White of the Recreation Department to make a special presentation tonight on behalf of Natural Talent Football Team sponsored by the City of Natchitoches Recreation Department. Kendrick stated there are a number of the kids who are not available tonight because they are playing basketball in East Natchitoches and also due to the weather. Kendrick next introduced Davin. Davin stated they will be presenting a ring to the kids who will be leaving the program. Davin explained the colors of Natural Talent Football Team. Black represents the dark and hard times we all face, white represents the light we shine by using our natural talent, red represents the blood and sacrifice and the blood of Christ, and gray represents our unwillingness to see color, ethnicity or social standing. Nate Braden, Trevor Williams, Davin Flannigan, Donivan Solitaire, Antonio Eirk, Derick Johnson, and Brandon Rachal, Darrilyn Flannigan introduced themselves and was presented with rings.

Mayor Posey stated the NSU Girls Volleyball Team was present. Mayor Posey stated this was a last minute thing and that's why this is not on the agenda. Mayor Posey introduced Greg Burke. Mr. Burke thanked the Mayor and Council for recognizing the volleyball team and continued by stating that these young ladies played the best volleyball season in Northwestern's history. They accomplished this with 9 sophomores and completed the season with a 3.47 team grade point average. The players next introduced themselves to the Council. Coach Hugh Hernesman thanked the Council for having them. He continued by stating the girls worked real hard and earned this recognition. Mayor Posey presented the team with a plaque for their achievements. Mayor Posey continued that he is very proud of the team and their accomplishments.

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

RESOLUTION NO. 003 OF 2013

PROCLAMATION

WHEREAS, each year on the third Monday of January, schools, federal offices, post offices and banks across American close as we observe and honor Dr. Martin Luther King’s Birthday; and

WHEREAS, the first national celebration of the Dr. Martin Luther King, Jr., Holiday took place January 20, 1986, and this year the celebration will be on January 21, 2013.

WHEREAS, America was moved by a young preacher who called a generation to action and forever changed the course of history. The Reverend Dr. Martin Luther King, Jr. devoted his life to the struggle for justice and equality, sowing seeds of hope for a day when all people might claim “the riches of freedom and the security of justice.” On Martin Luther King, Jr., Federal Holiday, we celebrate the life and legacy of Dr. King; and

WHEREAS, Dr. King advocated non-violent action as a means to overcome the evil of racism in America, and he led the effort that resulted in the Civil Rights Act of 1964; and

WHEREAS, Dr. King guided us toward a mountaintop on which all Americans – regardless of skin color – could live together in mutual respect and brotherhood. Dr. King recognized the power of service to strengthen communities and achieve common goals; and

WHEREAS, Dr. King dedicated his life to empowering people, and challenged them to lift up their neighbors and communities. He broke down barriers within our society by encouraging Americans to look past their differences and refused to rest until our Nation fulfilled its pledge of liberty and justice for all; and

NOW, THEREFORE, I, LEE POSEY, Mayor of the City of Natchitoches hereby proclaim, Monday, January 21, 2013 as

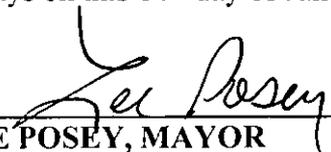
MARTIN LUTHER KING, JR. DAY

in the City of Natchitoches in honor of the memory and legacy of Dr. King.

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 14th day of January, 2013.



LEE POSEY, MAYOR

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

RESOLUTION NO. 004 OF 2013

PROCLAMATION

WHEREAS, Arbor Day, was first observed in 1872 when J. Sterling Morton proposed a tree-planting day to the Nebraska Board of Agriculture and on April 10 of that year sponsors estimated that more than a million trees were planted on the first **Arbor Day**; and

WHEREAS, Arbor Day has since become an annual observance throughout the nation and the world celebrating the role of trees in our lives and promoting tree planting, care and conservation; and

WHEREAS, trees can lower our heating and cooling costs, clean the air and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas and beautify our community; and

WHEREAS, the City of Natchitoches understands more than ever the importance of trees to our City and is committed to an effective ongoing program that provides direction, technical assistance, public attention and recognition for ongoing efforts to the value of trees in our community.

NOW, THEREFORE, I, Lee Posey, Mayor of the City of Natchitoches do hereby proclaim the month of January, 2013 as

ARBOR MONTH

in the City of Natchitoches, Louisiana and urge all citizens to observe this day.

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 14th day of January, 2013.



LEE POSEY, MAYOR

Mark Thomas next introduced himself and Jessica Broadway from the firm of Johnson, Thomas and Cunningham, who are the Auditors for the City of Natchitoches presented the City's Audit Report. Mr. Thomas stated that the City is required to have an annual audit by the Louisiana Legislature. The Audit is conducted by the Louisiana Legislative Auditor's office and he and Ms. Broadway are actually working for them and report to them. The Audit consists of reviewing the financial statements for the City. The City's management is responsible for preparing the general ledger and is responsible for the financial statements which are then provided to us. We take samples of the City's transactions and make sure everything is okay. The City's Audit was due November 30 and was completed on time. The report is 92 pages long and Mr. Thomas presented a copy to the Council. Ms. Jessica Broadway stated that within each section of the audit there are letters stating of any findings. Ms. Broadway stated on the 1st section lists the highlights of the City's financials, major asset purchased and changes in long term debt. The next section is their Audit Report which is clean; however they do have to list that component parts are not included in this report. She explained that the component parts are entities the City has created over the years with appointed board and such entities. The next section is the overall combined financial statements of the City. On May 31, 2012, the City's assets are 141 million, which include depreciation of assets over the years. Ms. Broadway explained that this is not fair market value, it is historical value with depreciation. Next is the statement of activities. The total revenues for 2012 are \$58,770,000.00 and the expenditures were \$55,810,000, so there was an increase of \$3,500,000.00 in the City's net assets. The next section is the fund financial statements which are presented as cash statements. The next section is the section that will be probably more helpful for the Council. This presents a set of books for each of the City's funds. And finally, there are reports they are required to have in the audit showing any findings and notes, and we have to issue a report with compliance with any major federal programs. There were no issues found. Mark Thomas stated that the City's financials are accurate and well maintained and that everyone at the City is easy to work with. Ms. Precious Barbara asked what it means that the City has 56 bonds. Mr. Thomas explained that the City has a set of books that is broken down 56 times so the General Funds, Utility Funds, etc., has its own set of books. Ms. Morrow asked if there were any major deficits. Mr. Thomas stated that the report shows on Page 52 the deficits. The largest one listed is the Pilgrims Industrial Park. This is a design deficit which the City recoups as Pilgrims pays back the bond. Ms. Morrow asked about the Airport Operation and asked how the deficit occurred. Mr. Thomas explained this is at the beginning of the program. There is not one single item that would cause the deficit. Mr. Pat Jones explained the deficit was incurred when they built the hangars and it was agreed that it would be refunded as the hangars were rented out and thus repaying the debt. Ms. Morrow stated that the Airport Operations shows a deficit also. Mr. Jones explained that this is due to the construction of the t-hangars which was constructed some time back. Ms. Morrow asked about the deficit on the Airport Maintenance. Mr. Jones explained this is a grant that was spent before the grant funds were received. Mayor Posey stated that he appreciated the City employees for their hard work.

The following Ordinance was Introduced by Mr. Payne at the Natchitoches City Council meeting held on January 14, 2013 as follows:

ORDINANCE NO. 001 OF 2013

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs TO EXECUTE A 1st AMENDED COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE STATE OF LOUISIANA AND THE CITY OF NATCHITOCHEs, LOUISIANA FOR THE SOUTH NATCHITOCHEs DRAINAGE PROJECT

FP&C PROJECT # 50-MK9-09-01

WHEREAS, the Legislature of the State of Louisiana, through the Office of Facility Planning and Control of the Division of Administration, has originally approved funding for the South Natchitoches Drainage Project, in the sum of Fifty Thousand and No/100 (\$50,000) Dollars, and authorized by Ordinance No. 074 of 2009 by the Council of the City of Natchitoches; and

WHEREAS, the Legislature of the State of Louisiana, through the Office of Facility Planning and Control of the Division of Administration, has increased total approved funding for the South Natchitoches Drainage Project to One Million- Fifty Thousand (\$1,050,000) Dollars; and

WHEREAS, the total estimated cost to fund the South Natchitoches Drainage Project is One Million-Four Hundred Thousand (\$1,400,000) Dollars; and

WHEREAS, in accordance with LA R.S. 39:112 (E)(2), the City of Natchitoches is required to budget twenty-five (25%) percent of the total requested amount of funding as a match, or Three Hundred-Fifty Thousand (\$350,000) Dollars; and

WHEREAS, the Legislature of the State of Louisiana requires that a 1st Amended Cooperative Endeavor Agreement be executed in connection with this project; and

WHEREAS, the Mayor of the City of Natchitoches desires approval to sign a 1st Amended Cooperative Endeavor Agreement, and any other documents that may be required, to facilitate the funding of the above-described project.

NOW, THEREFORE, BE IT RESOLVED that Lee Posey, Mayor of the City of Natchitoches, be and is hereby authorized and empowered to execute a 1st Amended Cooperative Endeavor Agreement and any other documents necessary and required between the State of Louisiana and the City of Natchitoches to proceed with funding for the South Natchitoches Drainage Project.

**1st Amended Cooperative Endeavor Agreement
City of Natchitoches:
South Natchitoches Drainage Improvements,
including Adjacent Roadwork, Planning and Construction
(Natchitoches)
FP&C Project #50-MK9-09-01**

AMENDMENT OF AGREEMENT

18.3 The Entity agrees to comply with the provisions of La. R.S 24:513 (H)(2)(a) and shall designate an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.

The parties agree that any amendment hereto shall be in writing.

All of the terms, conditions and provisions of the prior Agreement(s), except as modified herein, shall remain the same and continue to be in full force and effect.

THUS DONE AND SIGNED, this _____ day of _____, 2012,
at _____, Louisiana.

WITNESSES:

STATE OF LOUISIANA

By:

**JOHN L. DAVIS, DIRECTOR
FACILITY PLANNING & CONTROL
DIVISION OF ADMINISTRATION**

THUS DONE AND SIGNED, this _____ day of _____, 2012,
at _____, Louisiana.

WITNESSES:

CITY OF NATCHITOCHEs

By:

LEE POSEY, MAYOR

EXHIBIT A

**1st AMENDED COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE STATE OF LOUISIANA and
CITY OF NATCHITOCHEs
South Natchitoches Drainage Improvements,
including Adjacent Roadwork, Planning and Construction
(Natchitoches)
FP&C Project No. 50-MK9-09-01**

COSTS AND FUNDS THIS AGREEMENT (\$):

COST CATEGORIES	CAPITAL OUTLAY CASH	NON-CASH LINE OF CREDIT	OTHER	TOTAL
REAL ESTATE				
PLANNING	\$ 49,000		\$ 16,667	\$ 65,667
CONSTRUCTION		\$ 991,000	\$ 333,333	\$ 1,324,333
MISC				
EQUIPMENT				
ESCROW				
FP&C ADMIN	\$ 1,000	\$ 9,000		\$ 10,000
TOTAL COSTS	\$ 50,000	\$ 1,000,000	\$ 350,000	\$ 1,400,000

Federal Tax Identification for Entity: 72-6000931

Notes:

1. Planning costs shall not exceed 10% of Construction costs. Miscellaneous costs shall not exceed 5% of Construction costs.
2. Capital Outlay Cash includes General Funds, NRP Bonds, Cash Line of Credit and/or Bonds sold.
3. Total in "Other" column equals required 25% match as reflected in Article XIX.
4. The estimate cost of construction is \$750,000 per the Capital Outlay Request (F.Y. 2012-2013)

EXHIBIT B

**1st AMENDED COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE STATE OF LOUISIANA and
CITY OF NATCHITOCHES**

**South Natchitoches Drainage Improvements,
including Adjacent Roadwork, Planning and Construction
(Natchitoches)**

FP&C Project No. 50-MK9-09-01

State of Louisiana-ISIS Financial System-State Funding Summary

ACT #	YEAR	DESCRIPTION	STATE CASH	STATE NON-CASH LINE OF CREDIT	TOTAL STATE FUNDING
23	2012	G.O. Bonds LOC	\$ 50,000	\$ 1,000,000	\$ 1,050,000
TOTAL			\$ 50,000	\$ 1,000,000	\$ 1,050,000

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

ORDINANCE NO. 052 OF 2012

AN ORDINANCE AMENDING ORDINANCE NUMBER 7 OF 2012, EXTENDING THE TIME LIMIT WITHIN WHICH INFRASTRUCTURE IMPROVEMENTS MAY BE COMPLETED BEFORE ZONING REVERTS TO R-1, AND FURTHER PROVIDING FOR THE FIXING OF A PUBLIC HEARING, ADVERTISEMENT, FIXING COUNCIL DISTRICT FOR SAME, FIXING ZONING CLASSIFICATION AND PROVIDING FOR AN EFFECTIVE DATE OF THE ORDINANCE.

WHEREAS, Ordinance Number 7 of 2012 was adopted by the City Council of the City of Natchitoches on the 26th day of March 2012, which said Ordinance provided for the annexation of a tract of ground; and

WHEREAS FURTHER, there is an existing mobile home park located on a portion of the property that was annexed, which mobile home park had existing infrastructure for sewer and drainage, but required improvements before being tied into the City's system; and

WHEREAS FURTHER, the owner of the mobile home park agreed to make the necessary improvements, all as is evidenced by correspondence contained in the file maintained by the Director of Planning and Zoning; and

WHEREAS FURTHER, in order to secure that the necessary improvements were made by the owner of the mobile home park, the parties agreed that the zoning of the mobile home park will revert to R-1, if the improvements were not made and approved by the Director of Utilities and the Director of Planning and Zoning within nine months from the date of the adoption of Ordinance Number 7 of 2012; and

WHEREAS FURTHER, the owner of the mobile home park will not be able to complete the improvements within the time period set forth in Ordinance Number 7 of 2012, but has provided evidence to the City that he has secured the necessary engineering services to design the plans and specifications for the infrastructure improvements and desires to complete the improvements; and

WHEREAS FURTHER, due to the good efforts of the property owner, the City Council of the City of Natchitoches desires to extend the time period within which the improvements may be completed before the property reverts to R-1; and

NOW THEREFORE, be it ordained by the City Council of the City of Natchitoches, in legal session assembled as follows:

Section 4 of Ordinance Number 7 of 2012 is hereby amended and restated to provide as follows, to-wit:

"Section 4. Be it further ordained by the City Council that the above described property be, and it is hereby annexed into the corporate limits of the City of Natchitoches, with a zoning classification of B-3, but that said zoning, as to the mobile home park, will revert to R-1 if the infrastructure improvements agreed to by the owner of the mobile home park have not been made and approved by the Director of Utilities and the Director of Planning and Zoning on or before June 30, 2013.

BE IT FURTHER ORDAINED 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.

BE IT FURTHER ORDAINED that this Ordinance shall go into effect immediately after publication according to law.

BE IT FURTHER ORDAINED that all Ordinances in conflict herewith are hereby repealed.

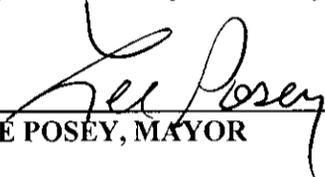
BE IT FURTHER ORDAINED that this Ordinance be advertised in accordance with law.

This ordinance was introduced on the 10TH day of December, 2012 and published in the *Natchitoches Times* on December 14, 2012.

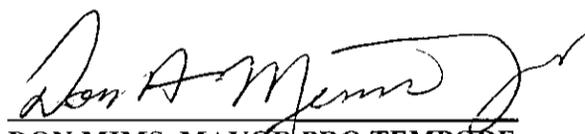
The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES: Stamey, Morrow, Payne, Nielsen, Mims
NAYS: None
ABSENT: None
ABSTAIN: None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 14th day of January, 2013.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 15th day of January, 2013 at 10:00 A.M.

On March 26, 2012, the City annexed certain property. An existing mobile home park is located on a portion of the annexed property. The owner of the mobile home park has been unable to complete the improvements required within the time frame allowed by Ordinance No. 7. This ordinance will extend the time frame granted to the owner for the completion of the improvements. Mr. Precious Barbara asked how long the Council is giving them. Mayor Posey stated until June 30.

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

ORDINANCE NO. 053 OF 2012

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, LEE POSEY, TO EXECUTE AN AMENDMENT TO THAT LEASE IN FAVOR OF FLIGHT ACADEMY OF NEW ORLEANS, L.L.C., OF LOT 1A OF THE NATCHITOCHEs REGIONAL AIRPORT AS SHOWN ON THE AIRPORT LAYOUT PLAN OF APRIL 27, 2001, BY ALLIANCE INCORPORATED AND FURTHER PROVIDING FOR ADVERTISING OF THE AMENDED LEASE AND AN EFFECTIVE DATE.

WHEREAS, the City of Natchitoches is the owner of those lots shown on the Airport Layout Plan of April 27, 2001, which said lots are available for lease, and more particularly is the owner of Lot 1A as shown and depicted on the Layout Plan, said Lot 1A being approximately a 11,737 square foot area; and

WHEREAS FURTHER, by Ordinance Number 10 of 2012, the City of Natchitoches (sometimes hereinafter "City") approved the lease of Lot 1A to Flight Academy of New Orleans, L.L.C. (sometimes hereinafter "Flight Academy"), and a lease was executed between the parties; and

WHEREAS FURTHER, due to unanticipated issues, the City and the Flight Academy have renegotiated the terms of the lease to allow for an extended period of time for the Flight Academy to ramp up its operations; and

WHEREAS FURTHER, the parties have agreed to amend the provisions contained in Section 2 of the Lease to provide for rent for the time period from December 1, 2012, through the end of May 2013 in the amount of \$750.00, all as more fully set forth in the attached Amended Lease Agreement by and between the City of Natchitoches, and Flight Academy of New Orleans, L.L.C.; and

WHEREAS FURTHER, all of the other terms of the original Lease Agreement will remain the same; and

WHEREAS FURTHER, the City Council of the City of Natchitoches desires to amend the lease as provided for in the attached Amended Lease Agreement; and

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 Amend that Lease Agreement with the Flight Academy of New Orleans, L.L.C. to provide for rental as set forth in the attached Amended Lease Agreement.

(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 an Amended Lease Agreement in favor of Flight Academy of New Orleans, L.L.C., leasing that property more fully shown and depicted as Lot 1A on the Airport Layout Plan of April 27, 2001, together with the associated asphalt apron and parking area, for the term of ten (10) years, with the monthly rental as set forth in the Lease Agreement as amended.

(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.

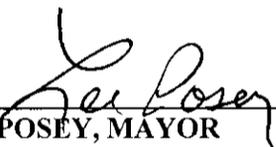
(6) That the City takes cognizance of the fact that the property described above is not needed for public purposes by the City.

THIS ORDINANCE was introduced on the 10TH day of December, 2012 and published in the *Natchitoches Times* on December 14, 21 and 28, 2012.

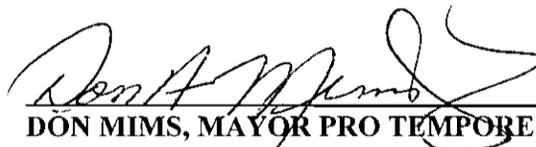
The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Stamey, Morrow, Payne, Nielsen, Mims
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 14th day of January, 2013.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 15th day of January, 2013 at 10:00 A.M.

RECEIVED AND FILED
LOUIS B. BARNARD
CLERK OF COURT

2013 FEB 25 P 4: 03
BY *Shelly Roche*
NATCHITOCHES PARISH, LA

CERTIFICATION ON BACK

358085

STATE OF LOUISIANA

PARISH OF NATCHITOCHEs

AMENDMENT TO LEASE AGREEMENT

BE IT KNOWN that this agreement is made and entered into on this the day of January, 2013, before the undersigned Notaries Public and subscribing witnesses, by and between:

THE CITY OF NATCHITOCHEs, 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. 053, of 2012 adopted by the City Council of the City of Natchitoches on the 14th day of January, 2013, the City of Natchitoches hereinafter referred to as the "**LESSOR**",

AND

Flight Academy of New Orleans, L.L.C., a Louisiana limited liability company, with mailing address of 5701 Walter Beech Street, New Orleans, Louisiana 70126, hereinafter referred to as the "**LESSEE**",

who declared as follows, to-wit:

The parties hereto did enter into a Lease Agreement for a ten year period, beginning April 1, 2012, and running through March 31, 2022.

That due to unforeseen issues, the LESSEE has had complications with the startup of its operations, and due to those issues, the parties have agreed to amend Paragraph 2 of the Lease Agreement to provide for a new rent payment provision.

Therefore the parties hereto do hereby amend Paragraph 2 of the Lease Agreement to provide as follows, to-wit:

1.

It is understood and agreed that the business operations of Lessee may take some time to

become established, and in recognition of this fact, the rental shall be Three Hundred and no/100 (\$300.00) Dollars for the first six months, beginning April 1, 2012. After the first six months the rent shall increase to Seven Hundred Eighty-Three and 33/100 (\$783.33) Dollars, effective October 1, 2012. The rent shall then change to Seven Hundred Fifty and 00/100 (\$750.00) Dollars, effective December 1, 2012. On June 1, 2013, the rent shall then increase to Two Thousand Three Hundred Fifty and no/100 (\$2,350.00) Dollars. The monthly rental of Two Thousand Three Hundred Fifty and no/100 (\$2,350.00) Dollars shall remain in effect for the remaining term of the lease, as it may be extended. The rental consideration is for the use of said tract and the privileges incidental thereto. The monthly rent shall be payable in advance each month with the first payment being paid herewith, receipt of which is acknowledged. Successive monthly rental payments shall be due on the first day of each month throughout the term of this lease. The monthly rental of Two Thousand Three Hundred Fifty and no/100 (\$2,350.00) Dollars is calculated on the basis of \$2.40 per square foot for the area described as having a total of 11,737 square feet.

After five years, on April 1 of 2017, 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 2012. The difference between the Index figure for January 1, 2012, 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 remaining 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.”

The remaining terms of the original lease shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Natchitoches, in the presence of the undersigned witnesses and Notary Public, executed this Lease on this 15th day of January 2013, at Natchitoches, Louisiana.

Stacy McCreary

WITNESS

CITY OF NATCHITOCHE,
LOUISIANA

Hannah Weirig

WITNESS

By: Lee Posey
LEE POSEY, MAYOR

Edd Lee
Signature of Notary Public
Edd Lee
Printed name of Notary Public
Notary No. 15749

STATE OF LOUISIANA

PARISH OF ORLEANS

IN WITNESS WHEREOF, Kystal Hukmani, on behalf of Flight Academy of New Orleans, L.L.C., in the presence of the undersigned witnesses and Notary Public, executed this Lease on this 14 day of February, 2013, at Metairie, State of Louisiana.

Flight Academy of New Orleans, L.L.C.

Jodi Lomas
WITNESS Jodi Lomas

By: Kystal M. Hukmani

Christy Oertel
WITNESS Christy Oertel

Printed Name:
Kystal M. Hukmani

Kathleen R. Oldendorf
Signature of Notary Public
Kathleen R Oldendorf
Notary Public #83772
Printed name of Notary Public
Commission Expires at Death
Notary No. _____ Parish of Orleans, LA

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

ORDINANCE NUMBER 054 OF 2012

AN ORDINANCE TO AMEND AND REENACT SECTION 3-2, ENTITLED AIRPORT ADVISORY COMMISSION; WHICH SECTION IS LOCATED IN CHAPTER 3 OF THE CODE OF ORDINANCES, WHICH SAID CHAPTER DEALS WITH THE NATCHITOCHE REGIONAL AIRPORT, SAID AMENDMENT BEING MADE TO PROVIDE FOR REQUIREMENTS OF MEMBERS OF THE COMMISSION, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.

WHEREAS, Section 3-2 of the Code of Ordinances of the City of Natchitoches provides for an Airport Advisory Commission; and

WHEREAS FURTHER, Section 3-2 of the Code of Ordinances currently provides as follows, to-wit:

"Sec. 3-2. Airport advisory commission.

(a) The airport advisory commission shall consist of seven (7) members, all of whom must reside in the Parish of Natchitoches, and shall be appointed by the mayor, at his pleasure.

(b) Each member's term shall run concurrent with the term of the mayor. Whenever the term of a member of the commission expires, or the position becomes vacant, for any reason, the mayor shall appoint his successor. The members may serve consecutive terms.

(c) The airport advisory commission shall have the duty of advising the mayor and city council on all matters concerning the airport and its operation, improvement, equipment and maintenance.

(d) The recommendations of the airport advisory commission shall be advisory only, and the mayor and council shall not be legally obligated to follow the recommendations of the airport advisory commission, which is not an "airport authority" as set forth in R.S. 2:601 et seq.

(e) A chairman of the commission shall be elected by the members of the commission in July of each year. The chairman may serve consecutive terms."

; and

WHEREAS FURTHER, by Resolution 15 of 2012, the Airport Commission has recommended that the above Ordinance be amended to include the following language: "The Airport Advisory Commission shall consist of (7) members, all of whom must reside in the Parish of Natchitoches or be a current tenant of the Natchitoches Regional Airport"; and

WHEREAS FURTHER, the Airport Commission has recommended that the City of Natchitoches amend and re-adopt Section 3-2 of the Code of Ordinances for the City of Natchitoches, Louisiana, in order to provide for the change as set forth above; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the proposed changes and agrees that the adoption is advisable and in the best interest of the City of Natchitoches and its citizens; and

WHEREAS FURTHER, the City Council of the City of Natchitoches, Louisiana, desires to amend and reenact Section 3-2 of the Code of Ordinances of the City of Natchitoches, Louisiana, as recommended by the Airport Advisory Commission; and

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, Louisiana, as follows:

SECTION 1. Section 3-2 of the Code of Ordinance of the City of Natchitoches is hereby amended and reenacted to read as follows:

"Sec. 3-2. Airport advisory commission.

(a) The airport advisory commission shall consist of seven (7) members, all of whom must reside in the Parish of Natchitoches or be a current tenant of the Natchitoches Regional Airport, and shall be appointed by the mayor, at his pleasure.

(b) Each member's term shall run concurrent with the term of the mayor. Whenever the term of a member of the commission expires, or the position becomes vacant, for any reason, the mayor shall appoint his successor. The members may serve consecutive terms.

(c) The airport advisory commission shall have the duty of advising the mayor and city council on all matters concerning the airport and its operation, improvement, equipment and maintenance.

(d) The recommendations of the airport advisory commission shall be advisory only, and the mayor and council shall not be legally obligated to follow the recommendations of the airport advisory commission, which is not an "airport authority" as set forth in R.S. 2:601 et seq.

(e) A chairman of the commission shall be elected by the members of the commission in July of each year. The chairman may serve consecutive terms."

SECTION 2. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 3. If any portion of this Ordinance is declared to be invalid or unconstitutional in any manner, the invalidity shall be limited to that particular section or provision, and shall not affect the remaining portions of the ordinance, which shall remain valid and enforceable, it being the intention of the City Council that each separate provision shall be

deemed independent of all other provisions herein.

SECTION 4. This Ordinance shall go into effect upon publication and in accordance with law.

THIS ORDINANCE was introduced on December 10, 2012 and published in the *Natchitoches Times* on December 14, 2012.

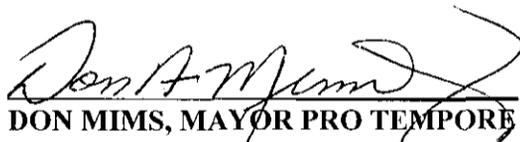
The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES: Stamey, Morrow, Payne, Nielsen, Mims
NAYS: None
ABSENT: None
ABSTAIN: None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 14th day of January, 2013.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 15th day of January, 2013 at 10:00 A.M.

Ms. Precious Barbara asked how the Council amends an ordinance. Mayor Posey explained. Ms. Barbara asked what the term "tenant" meant. Mr. Edd Lee explained this is a person who is renting or leasing at the Airport.

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

ORDINANCE NO. 055 OF 2012

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, LOUISIANA, TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH NORTHWESTERN STATE UNIVERSITY FOR THE REMOVAL OF TREES LOCATED ON PROPERTY OF NORTHWESTERN STATE UNIVERSITY AND ASSOCIATED WORK ON CAMPUS, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.

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

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

WHEREAS FURTHER, the City, working with the Louisiana Department of Transportation and Development Aviation Division, has identified trees near the Natchitoches Regional Airport that are currently or will soon be obstructions to navigable airspace; and

WHEREAS FURTHER, the City has approached Northwestern State University (sometimes hereinafter "NSU") regarding trees that are or will be obstructions and that are located on property of NSU; and

WHEREAS FURTHER, NSU has expressed a desire to assist the City and allow the removal of the identified trees located on its property, but has requested that the trees be removed from its property and that the resulting stumps be ground; and

WHEREAS FURTHER, in addition, NSU has requested that top soil and sod be placed in a ten foot diameter where each tree is removed; and

WHEREAS FURTHER, the City will further replace each tree removed with a crepe myrtle which will be placed and planted at the direction of NSU; and

WHEREAS FURTHER, as further consideration, the City will utilize its utility crews to remove four power poles that are located on the NSU campus and are no longer in service; and

WHEREAS FURTHER, there are forty-four trees that have been identified for removal on the NSU Golf Course, thirty-seven of which are between Highway 1 and fairway 15 and seven of which are between fairway 15 and fairway 16; and

WHEREAS FURTHER, there are forty trees that have been identified for removal on the West end of the NSU campus, thirty-five of which are on either side of Tarlton Road and four of which are in the pasture to the West of Tarlton Road; and

WHEREAS FURTHER, the City and NSU have agreed to enter into a Cooperative Endeavor Agreement (sometimes hereinafter "CEA") setting forth the above agreement between the parties; and

WHEREAS FURTHER, under the CEA, the City will be responsible for the following:

- 1) the City will remove all of the identified trees and will grind all resulting stumps;
- 2) the City will place top soil and sod in a ten foot diameter where each tree is removed;
- 3) the City will further replace each tree removed with a crepe myrtle which will be placed and planted at the direction of NSU; and
- 4) the City will utilize its utility crews to remove four power poles that are located on the NSU campus and are no longer in service;

WHEREAS FURTHER, under the CEA, NSU will consent to the removal of the trees identified above by the City

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the attached Cooperative Endeavor Agreement and has approved the terms of same; and

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

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

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, Louisiana, that the Mayor of the City of Natchitoches, Lee Posey is hereby authorized to execute the attached Cooperative Endeavor Agreement with Northwestern State University.

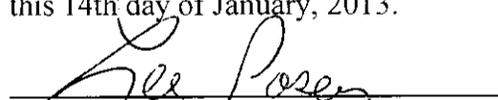
BE IT FURTHER ORDAINED that the terms of the Cooperative Endeavor Agreement, attached hereto, are approved and accepted by the City Council of the City of Natchitoches, Louisiana.

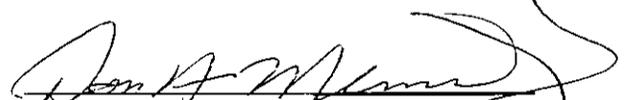
THIS ORDINANCE was introduced on December 10, 2012 and published in the *Natchitoches Times* on December 14, 2012.

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

AYES:	Stamey, Morrow, Payne, Nielsen, Mims
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays
this 14th day of January, 2013.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 15th day of January, 2013 at 10:00 A.M.

STATE OF LOUISIANA

PARISH OF NATCHITOCHE

COOPERATIVE ENDEAVOR AGREEMENT

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

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

WHEREAS FURTHER, Northwestern State University (sometimes hereinafter referred to as NSU) is a public educational institution in the State of Louisiana and member of the University of Louisiana System; and

WHEREAS FURTHER, the City, working with the Louisiana Department of Transportation and Development Aviation Division, has identified trees near the Natchitoches Regional Airport that are currently or will soon be obstructions to navigable airspace; and

WHEREAS FURTHER, the City has approached Northwestern State University (sometimes hereinafter NSU) regarding trees that are or will be obstructions and that are located on property of NSU; and

WHEREAS FURTHER, NSU has expressed a desire to assist the City and allow the removal of the identified trees located on its property, but has requested that the trees be removed from its property and that the resulting stumps be ground; and

WHEREAS FURTHER, in addition, NSU has requested that top soil and sod be placed in a ten foot diameter where each tree is removed; and

WHEREAS FURTHER, the City will further replace each tree removed with a crepe myrtle which will be placed and planted at the direction of NSU; and

WHEREAS FURTHER, as further consideration, the City will utilize its utility crews to remove four power poles that are located on the NSU campus and are no longer in service; and

WHEREAS FURTHER, there are forty-four trees that have been identified for removal on the NSU Golf Course, thirty-seven of which are between Highway 1 and fairway 15 and seven of which are between fairway 15 and fairway 16; and

WHEREAS FURTHER, there are forty trees that have been identified for removal on the West end of the NSU campus, thirty-five of which are on either side of Tarlton Road and four of which are in the pasture to the West of Tarlton Road; and

WHEREAS FURTHER, the City and NSU have agreed to enter into this Cooperative Endeavor Agreement (sometimes hereinafter CEA) setting forth the above agreement between the parties; and

WHEREAS FURTHER, under the CEA, the City will be responsible for the following:

- 1) the City will remove all of the identified trees and will grind all resulting stumps;
- 2) the City will place top soil and sod in a ten foot diameter where each tree is removed;
- 3) the City will further replace each tree removed with a crepe myrtle which will be placed and planted at the direction of NSU; and
- 4) the City will utilize its utility crews to remove four power poles that are located on the NSU campus and are no longer in service;

WHEREAS FURTHER, under the CEA, NSU will consent to the removal of the trees identified above by the City

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the attached Cooperative Endeavor Agreement and has approved the terms of same and has authorized Mayor Lee Posey to execute same; and

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

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

WHEREAS FURTHER, NSU is authorized to enter into this agreement as evidenced by University of Louisiana System; and

WHEREAS FURTHER, NSU is of the opinion that its assistance with the removal of the subject trees will benefit the City and its citizens by providing for a safer regional airport; and

NOW THEREFORE, the City of Natchitoches, Louisiana, a municipal corporation, represented herein by Honorable Lee Posey, Mayor, duly authorized to act herein pursuant to Ordinance Number 055 of 2012, and Northwestern State University., represented herein by Randall J. Webb, duly authorized to act herein do hereby enter into the following agreement:

(1)The City will be responsible for the following:

- 1) the City will remove all of the identified trees and will grind all resulting stumps;
- 2) the City will place top soil and sod in a ten foot diameter where each tree is removed;
- 3) the City will further replace each tree removed with a crepe myrtle which will be placed and planted at the direction of NSU; and
- 4) the City will utilize its utility crews to remove four power poles that are located on the NSU campus and are no longer in service;

(2) In exchange for the above, NSU will consent to the removal of the trees identified above by the City.

subscribing witnesses on the 29th day of January, 2013, first hereinabove written,
at Natchitoches, Louisiana.

WITNESSES:

Stacy McKeary

Hannah Weuniger

CITY OF NATCHITOCHEs

Lee Posey
by: Mayor Lee Posey

Edd R Lee Edd R. Lee
NOTARY PUBLIC 15749

THUS DONE AND PASSED in the presence of the undersigned Notary Public and subscribing
witnesses on the 28 day of January, 2013, at Natchitoches, Louisiana.

WITNESSES:

Dan Cook

Leigh Ann Miller

NORTHWESTERN STATE UNIVERSITY

Dr. Randall D. Webb
by: Dr. Randall D. Webb

[Signature]
61125 NOTARY PUBLIC

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

ORDINANCE NO. 056 OF 2012

AN ORDINANCE AUTHORIZING THE CITY TO LEASE DRY STORAGE AREA IN A WAREHOUSE LOCATED AT THE ADM GIN SITE TO MONDO USA, SETTING THE TERMS AND CONDITIONS OF SAME, AND AUTHORIZING THE EXECUTION OF THE LEASE BY THE MAYOR, LEE POSEY, AFTER DUE COMPLIANCE WITH THE LAW, AND FURTHER PROVIDING FOR ADVERTISING OF THE LEASE AND AN EFFECTIVE DATE.

WHEREAS, the City of Natchitoches (City) owns the ADM Mill Site located on Mill Street and on the East side of a railroad line on which site there are located several warehouses; and

WHEREAS FURTHER, Mondo, USA is the contractor on a job at Northwestern State University and has need to store certain material associated with the job for a period of several months; and

WHEREAS FURTHER, Mondo, USA, desires to lease a warehouse, commonly known as and depicted as Seed House #3 on the attached sketch of site, said lease to include 16,919 square feet, and being more fully shown on the attached sketch in yellow; and

WHEREAS FURTHER, the rental rate for the lease shall be \$2,500 per month; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that the subject warehouse is surplus property and does hereby declared and find that subject warehouse located on the property acquired by the City of Natchitoches from Archer-Daniels-Midland Company, located on Mill Street, to be surplus property; and

WHEREAS FURTHER, the lease will be on a month to month basis, not to exceed six months, with monthly rental in the amount of \$2,500.00, payable in monthly installments of \$2,500.00; and

WHEREAS FURTHER, the City desires to lease the subject warehouse described above to Mondo, USA, under the terms set forth above and more particularly set forth in the lease attached hereto; and.

WHEREAS FURTHER, under the provisions of Louisiana R. S. 33:4712, any property owned by the City can be leased to any person after due advertisement and compliance with the law; and

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 the 16,919 square foot subject warehouse on the ADM Mill Site (commonly known as ADM Seed House #3) to Mondo, USA for a term not to exceed six month with the monthly consideration of \$2,500.00, all as more fully described in the attached lease.

(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 Mondo, USA, leasing the 16,919 square foot subject warehouse located on the ADM Mill Site for the term not to exceed six months, for the monthly consideration of \$2,500.00 per year.

(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.

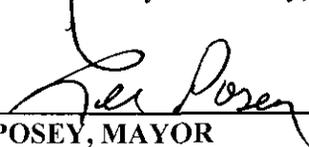
(6) That the City declares that the subject warehouse located on the property acquired by the City of Natchitoches from Archer-Daniels-Midland Company, located on Mill Street, to be surplus property not needed for public purposes by the City.

THIS ORDINANCE was introduced on December 10, 2012 and published in the *Natchitoches Times* on December 14, 21 and 28, 2012.

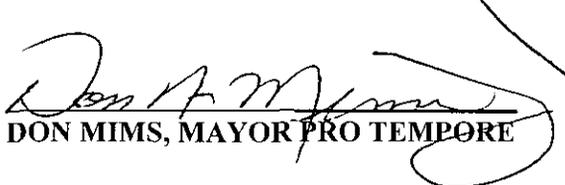
The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Stamey, Morrow, Payne, Nielsen, Mims
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 14th day of January, 2013.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 15th day of January, 2013 at 10:00 A.M.

RECEIVED AND FILED
LOUIE BERNARD
CLERK OF COURT

2013 FEB 13 A 10:30
Alemasha
Guy

NOTARY PUBLIC
STATE OF LOUISIANA
BY NATCHITOCHE'S PARISH, LA

CERTIFICATION ON BACK

STATE OF LOUISIANA

PARISH OF NATCHITOCHE

LEASE OF WAREHOUSE SPACE

BE IT KNOWN, that on this the 06 day of February, 2013, before me, the undersigned witnesses and Notary Public, personally came and appeared:

CITY OF NATCHITOCHE, LOUISIANA, a municipal corporation, represented herein by Mayor Lee Posey pursuant to Ordinance Number 056 of 2012, with mailing address of Post Office Box 37, Natchitoches, Louisiana, 71458

(hereinafter called "LESSOR")

AND

Mondo USA inc an American of.

~~MONDO, USA, a Canadian~~ corporation, domiciled in Conshohocken, PA with mailing address of 1100 East Hector Street, Suite 160, represented herein by *Mathieu Cornellier. Fournier.*

Helene

(hereinafter called "LESSEE")

ALL OF WHOM DECLARED AS FOLLOWS:

I.

LESSOR does hereby lease, and rent unto the LESSEE, the following described property,

to-wit:

That warehouse or building located on the ADM property lying East of the railroad tracts, being the building commonly known as the ADM Seed House #3, the building being more fully outlined in yellow on the attached sketch, and being 16,919 square feet.

II.

2.1 The term of this lease shall be on a month to month basis, not to extend beyond six months, commencing on the day that materials are delivered to the leased premises and continuing until the day that the last of the materials are removed from the leased premises.

2.2 The rental for this lease shall be \$2,500.00 per month, which monthly amounts shall be prorated if the lease premises is not occupied for any full month, and shall be payable in monthly installments.

III.

3.1 The **LESSEE** shall use the premises for commercial or business purposes only, and **LESSEE** agrees not to carry on any activities on the property which are unlawful or in violation of any zoning ordinance, or any other laws, nor for any purpose that tends to injure or depreciate the property or create a nuisance.

3.2 The **LESSOR** gives no warranty as to the condition of the premises, and the **LESSEE** agrees to accept the premises in their current condition having inspected same. The **LESSEE** agrees to keep the premises in good condition during the term of the lease at its expense and to return them to **LESSOR** in the same condition at the termination of the lease, normal decay, wear and tear excepted. The premises shall be returned, broom-swept clean, with no debris or trash left in the house or on the property grounds.

3.3 Although the **LESSEE** shall have the primary responsibility to repair and maintain the premises, the **LESSOR** shall have the right to enter the premises and make such repairs as it deems necessary if the **LESSEE** neglects or refuses to make them. The **LESSEE** agrees to reimburse the **LESSOR** for such repairs when called upon to do so.

3.4 **LESSEE** shall make no alterations, modifications or improvements on or to the premises. The **LESSEE** also understands and acknowledges that this lease is subject to the terms of a lease from the Union Pacific Railroad and that the **LESSEE** agrees to do nothing in violation of the terms of that lease.

3.5 The **LESSEE** agrees that the **LESSOR** will have access to the building and will use the portions of the building not included under this lease for other uses.

IV.

4.1 The **LESSEE** will be responsible for providing insurance on its contents and any equipment.

4.2 The **LESSEE** shall add the **LESSOR** as an additional insured on **LESSEE'S** general liability policy and shall provide proof of same.

V.

5.1 The LESSOR shall not be liable to the LESSEE, or to LESSEE's employees, invitees, visitors, or other persons on the premises with or without the permission of the LESSEE for any damage to person or property caused by any act, omission or neglect of LESSEE or any person acting under their direction, either express or implied, and LESSEE agrees to hold the LESSOR and their insurance carrier harmless from all claims for any such damage, whether the injury or damage occurs on or off the leased premises.

5.2 The LESSEE hereby assumes responsibility for the condition of the leased premises and the LESSOR shall not be liable for injury caused by any defect to the LESSEE or anyone on the premises who derives his right to be thereon from the LESSEE, or either of them, unless the LESSORS knew of or should have known of the defect or had received notice thereof and failed to remedy it within a reasonable time.

VI.

6.1 Failure to pay the monthly rental timely, failure to comply with any of the terms and conditions of this lease, shall be deemed a default of this lease, and if the default is not cured within thirty (30) days after written demand by the LESSOR to LESSEE, the LESSOR may proceed to declare the lease in default and the entire amount of the rent for the year term shall be immediately due and collectible at the option of the LESSOR. If the LESSOR should declare the lease in default and accelerate the rent, then, in that event, the LESSEE shall be entitled to reduce the accelerated rent by the amount which the LESSEE has invested in improvements to the property. Any improvements claimed by the LESSEE must be proven with receipts therefore. The LESSOR reserves any and all rights that it might have under the law, including the right to sue for immediate eviction, rents, damages, reimbursements, costs, and reasonable attorney fees incurred.

VII.

7.1 Any notices under this lease and option will be considered delivered, if hand delivered to any party, or if mailed by certified mail to the other party at the addresses given in the preamble to this lease, or such other address as may be later furnished by any party to the other.

THUS DONE AND PASSED in the presence of the undersigned Notary Public and subscribing witnesses on the 17th day of January, 2013, first hereinabove written, at Natchitoches, Louisiana.

WITNESSES:

Stacy McQuary
Hannah Weinger

CITY OF NATCHITOCHEs

Lee Posey
by: Mayor Lee Posey

Edd R Lee
NOTARY PUBLIC
Edd R. Lee
ID 15749

THUS DONE AND PASSED in the presence of the undersigned Notary Public and subscribing witnesses on the 4 day of February 2013, at Laval, Canada.

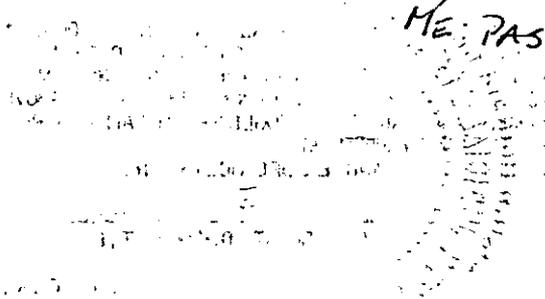
WITNESSES:

Yvonne Kiffopoulos
Yvonne Kiffopoulos

MONDO USA

Heleine Fournier
by: Mathieu Cornellier
Heleine Fournier

Me. Pascal Santullo
NOTARY PUBLIC
ME: PASCAL SANTULLO



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

RESOLUTION NO. 001 OF 2013

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH MIDWEST EMPLOYERS CASUALTY COMPANY FOR THE WORKERS' COMPENSATION EXCESS COVERAGE POLICY FOR THE CITY OF NATCHITOCHE

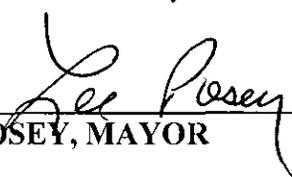
WHEREAS, the Insurance Committee has reviewed the proposals submitted for the Workers' Compensation Excess Coverage Policy for the City of Natchitoches and recommend a one-year policy contract beginning January 1, 2013 through January 1, 2014, with annual installments of **\$55,567.00**, be awarded to Midwest Employers Casualty Company of Louisiana.

NOW, THEREFORE, BE IT RESOLVED that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for the execution of this contract.

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 14th day of January, 2013.



LEE POSEY, MAYOR

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

RESOLUTION NO. 002 OF 2013

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER
INTO A CONTRACT WITH TRAVELERS CASUALTY AND
SURETY COMPANY OF AMERICA FOR THE PUBLIC OFFICIAL
SCHEDULE BOND FOR THE CITY OF NATCHITOCHEs**

WHEREAS, the proposals submitted for the Public Officials Bond for the City of Natchitoches have been reviewed and it is recommended the City award the contract to Travelers Casualty and Surety Company of America for the period February 1, 2013 through February 1, 2014 for the bond premium of \$5,250.00.

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 14th day of January, 2013.



LEE POSEY, MAYOR



Gallagher

Public Entity & Scholastic Division

PROPOSAL OF INSURANCE:

City of Natchitoches

Edd Lee

P.O. Box 37

Natchitoches, LA 71458-0037

Public Officials Bond
02/01/2013-14 Renewal

Date Presented:
January 3, 2013

Presented by:
Steve Smith
Producer

Cheryl Boudreaux, CIC
Account Manager

Arthur J. Gallagher Risk Management Services, Inc.

235 Highlandia Drive, Suite #200

Baton Rouge, Louisiana 70810

225-292-3515

www.ajg.com



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Our Commitment

Service Team

NAME/TITLE	PHONE/FAX/MOBILE	EMAIL
Steve C. Smith Producer	225-906-1259 (p) 225-921-0966 (c)	Steve_Smith@ajg.com
Cheryl Boudreaux Account Manager	225-906-1272 (p) 866-616-8639 (f)	Cheryl_Boudreaux@ajg.com
Claims Representative Name Tommy Royals	225-906-0145 (p) 225-235-3893 (f)	Paul_Royals@ajg.com
Loss Control Representative Name Tommy Normand	225.906.0150 (p) 225.955.0794 (c)	Tommy_Normand@ajg.com

Arthur J. Gallagher Risk Management Services, Inc.
Phone Number: 225-235-3515



GUIDE TO BEST'S FINANCIAL STRENGTH RATINGS – INSURER

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. The rating is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile.

Financial Strength Ratings – Insurer

	Rating	Descriptor	Definition
Secure	A++, A+	Superior	Assigned to companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
	A, A-	Excellent	Assigned to companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
	B++, B+	Good	Assigned to companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Vulnerable	B, B-	Fair	Assigned to companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
	C++, C+	Marginal	Assigned to companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
	C, C-	Weak	Assigned to companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
	D	Poor	Assigned to companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.
	E	Under Regulatory Supervision	Assigned to companies (and possibly their subsidiaries/affiliates) placed under a significant form of regulatory supervision, control or restraint - including cease and desist orders, conservatorship or rehabilitation, but not liquidation - that prevents conduct of normal, ongoing insurance operations.
	F	In Liquidation	Assigned to companies placed in liquidation by a court of law or by a forced liquidation.
	S	Suspended	Assigned to rated companies when sudden and significant events affect their balance sheet strength or operating performance and rating implications cannot be evaluated due to a lack of timely or adequate information.

Rating Outlooks

Assigned to an interactive Financial Strength Rating to indicate its potential direction over an intermediate term, generally defined as 12 to 36 months.

Positive	Indicates possible rating upgrade due to favorable financial/market trends relative to the current rating level.
Negative	Indicates possible rating downgrade due to unfavorable financial/market trends relative to the current rating level.
Stable	Indicates low likelihood of a rating change due to stable financial/market trends.

Rating Modifiers

Modifier	Descriptor	Definition
u	Under Review	Indicates the rating may change in the near term, typically within six months. Generally is event driven, with positive, negative or developing implications.
pd	Public Data	Indicates rating assigned to insurer that chose not to participate in A.M. Best's interactive rating process.
s	Syndicate	Indicates rating assigned to a Lloyd's syndicate.

Affiliation Codes

Indicates rating is based on a type of affiliation with other insurers. g Group p Pooled r Reinsured

Not Rated Categories

Assigned to companies reported on by A.M. Best, but not assigned a Best's Rating.

NR-1: Insufficient Data.	NR-2: Insufficient Size and/or Operating Experience.	NR-3: Rating Procedure Inapplicable.
NR-4: Company Request.	NR-5: Not Formally Followed.	

Rating Disclosure

A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. The ratings are not assigned to specific insurance policies or contracts and do not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. A Best's Financial Strength Rating is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. In arriving at a rating decision, A.M. Best relies on third-party audited financial data and/or other information provided to it. While this information is believed to be reliable, A.M. Best does not independently verify the accuracy or reliability of the information. For additional details, see A.M. Best's Terms of Use at www.ambest.com.

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Version 041410





Premium Summary

LINE OF COVERAGE	EXPIRING PROGRAM		PROPOSED PROGRAM			PERCENT CHANGE	DOLLAR CHANGE
	CARRIER (EXPIRING)	ACTUAL COST (EXPIRING)	CARRIER	RENEWAL COST			
Public Official Bond	Travelers Casualty & Surety Company of America	\$5,250.00	Travelers Casualty & Surety Company of America	Premium	\$5,250.00	0	0

Quote from Travelers Casualty and Surety Company of America is valid until 2/01/2013.

Premium for the above policies are due and payable as billing in full or as insurance company installments.

Gallagher is responsible for the placement of the following lines of coverage: Auto, General Liability, Public Officials E&O, Public Officials Employment Practices Liability, Public Officials Employee Benefits Liability, Law Enforcement Liability, Umbrella, TULIP/GL/Property Floater for Convention Center, and Crime

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher.

If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Payment Plans

LINE OF COVERAGE	CARRIER	GROUP	PAYMENT SCHEDULE	PAYMENT METHOD
Public Official Bond	Travelers Casualty & Surety Company of America	Travelers	Pay in Full	Pay in Full

Summary of Significant Coverage Changes

Important:

This Highlight is only an outline of the changes compared to your current coverage since your last renewal. It does not include all of the changes in terms, coverages, exclusions, limitations and conditions. YOU MUST READ THE POLICY FOR THOSE DETAILS.

Current Coverages
NONE No Changes

Expiring
NONE No Changes

Changes/Developments

It is important that we be advised of any changes in your operations that may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

1. Changes in any operation such as expansion to other states or new products.
2. Mergers and/or acquisition of new companies.
3. Any new assumed contractual liability, granting of indemnities, or hold harmless agreements.
4. Circumstances which may require increased liability insurance limits.
5. Any changes in fire or theft protection, such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to same.
6. Immediate advice of any changes to scheduled equipment such as contractors' equipment, electronic data processing, etc.
7. Property of yours that is in transit, unless we have previously arranged for the insurance.
8. Any changes in existing premises, including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises purchased, constructed, or occupied.



Commercial Public Officials Bond Proposal

Coverage Highlights:

This is the Renewal for: CITY OF NATCHITOCHEs
700 SECOND ST.
NATCHITOCHEs, LA 71457

Bond Number: 104254196

Type of Bond: Public Officials - Other

Obligee Name: CITY OF NATCHITOCHEs

Obligee Address: 700 SECOND STREET

Obligee City, State & Zip: NATCHITOCHEs, LA 71457 USA

Transaction Effective Date: February 01, 2013

Premium Effective Date: February 01, 2013

Premium Expiry Date: February 01, 2014

Bond Limit: \$1,500,000.00

Bond Premium: \$5,250.00

Commission - Percentage: 30%

TOTAL PREMIUM: \$5,250.00

This is an Agency Billed Policy.



Copy of Continuous Bond Renewal:

CARRIER: Travelers Casualty and Surety Company of America

**CONTINUATION CERTIFICATE
FIDELITY OR SURETY BONDS/POLICIES**

In consideration of **\$5,250.00** dollars renewal premium, the term of Bond/Policy No. **104254196** in the amount of **\$1,500,000.00**, issued on behalf of **CITY OF NATCHITOCHE**s whose address is **700 SECOND ST. NATCHITOCHE**s, LA 71457 in favor of **CITY OF NATCHITOCHE**s whose address is **700 SECOND STREET NATCHITOCHE**s, LA 71457 in connection with **Public Officials – Other** is hereby extended to **February 1, 2014** subject to all covenants and conditions of said bond/policy.

This certificate is designed to extend only the term of the bond/policy. It does not increase the amount which may be payable thereunder. The aggregate liability of the Company under the said bond/policy together with this certificate shall be exactly the same as, and no greater than it would have been, if the said bond/policy had originally been written to expire on the date to which it is now being extended.

Signed, sealed and dated _____

Current Position Schedule:

Names of Covered Employees	Titles of Covered Positions	Location of Covered Positions	No. of Employees Each Position	Limit of Insurance Each Employee	Deductible
Lee Posey	Mayor	Natchitoches, LA	1	\$500,000	0
Patrick G. Jones	Director of Finance	Natchitoches, LA	1	\$500,000	0
Shawna G. Straub	Assistant Director of Finance	Natchitoches, LA	1	\$500,000	0



Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer

The proposal is an outline of certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. It does not include all the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract language. The insurance policies themselves must be read for those details. Policy forms for your reference will be made available upon request.

We will not be operating in a fiduciary capacity, but only as your broker, obtaining a variety of coverage terms and conditions to protect the risks of your enterprise. We will seek to bind those coverages based upon your authorization; however, we can make no warranties in respect to policy limits or coverage considerations of the carrier. Actual coverage is determined by policy language, so read all policies carefully. Contact us with questions on these or any other issues of concern.

Compensation Disclosure

One of the core values highlighted in The Gallagher Way states, "We are an Open Society," and our open society extends to the compensation Gallagher receives. For more information on Gallagher's compensation arrangements, please visit <http://www.aig.com/compdisclosure>. In general, Gallagher may be compensated as follows:

Gallagher Companies are primarily compensated from the usual and customary commissions or fees received from the brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which such commissions and fees may vary from company to company and insurance coverage to insurance coverage. As permitted by law, Gallagher companies occasionally receive both commissions and fees. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher Companies may participate in contingent commission arrangements with intermediaries and insurance companies that provide for additional contingent compensation if underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company and/or through the intermediary, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company.

Gallagher Companies may also receive investment income on fiduciary funds temporarily held by them, such as premiums or return premiums.

Gallagher Companies may access other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace.

Gallagher Companies may own some of these facilities, in whole or in part. If such a facility was utilized in the placement of a client's account, the facility may have earned and retained customary brokerage commission or fees for its work.

Gallagher assists its customers in procuring premium finance quotes and unless prohibited by law may earn compensation for this value added service.

If you have specific questions about the compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details. In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third parties, please send an e-mail to Compensation_Complaints@ajg.com or send a letter to:

AVC Compliance Officer
Arthur J. Gallagher & Co.
Two Pierce Place, 20th Floor
Itasca, IL 60143



Terrorism Act Disclaimer

TRIA/TRIPRA Disclaimer – If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the most recent legislation eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the TRIEA legislation passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations.

Confidentiality Statement

We consider as confidential any information presented by **Arthur J Gallagher Risk Management Services, Inc.** in response to your "request for proposal," as well as subsequent verbal and written communications between our organizations. We ask that other brokers not have access to our material and that information presented in this proposal be shared only with those who have a need to know within your company. We make our commitment to you that information already received from you, and additional to follow, will be treated with the same high level of respect and confidentiality.

Contingent and Supplemental Commission Disclosure

Effective October 1, 2009, Arthur J. Gallagher & Co., and its subsidiaries operating as insurance agents/brokers under the corporate holding company known as Arthur J. Gallagher Brokerage & Risk Management Services, LLC, resumed participating in contingent commission arrangements which are routinely offered by insurance companies and intermediaries to agents and brokers, after voluntarily foregoing the benefit of this type of compensation since January 1, 2005. Contingent commission arrangements provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company and/or through the intermediary, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company.

During the time Gallagher's retail operations did not accept contingent commissions, some insurance markets and intermediaries, including Gallagher owned intermediaries, modified their commission schedule with Gallagher, resulting in an increase in some commission rates. The additional commissions, commonly referred to as "supplemental commissions," are known at the effective date of the policy, but some intermediaries and insurance companies are paying the commission increase apart and later from when the commission is normally paid at policy issuance.

Unlike contingent commissions, supplemental commission payments are determined **without** regard to any performance factors which are contingent on future growth, retention, profitability, etc.

Contingent and supplemental commission ranges from less than 1% up to 10% of written or earned premium on eligible lines of business (not all lines of business qualify).

NOTE: Upon request, your Gallagher representative can provide more specific market information regarding contingent and supplemental commission related to your insurance coverage.



Coverages for Consideration

Overview

A proposal for any of the coverages can be provided. The recommendations and consideration summarized in this section are not intended to identify all exposures. Since Gallagher does not handle your complete insurance program, these recommendations only reflect items within our scope of responsibility.

Property/ Inland Marine

- Agreed Amount
- Business Income
- Increased Cost of Construction
- Demolition Cost
- Extra Expense
- Selling Price Clause/Market Value Clause
- Electronic Data Processing
- Transit/Cargo
- Windstorm, Flood, Earthquake or Earthquake Sprinkler Leakage perils
- Inland Marine

Crime

- Blanket Crime – Employee Dishonesty
- Employee Theft, Forgery or Alteration
- Inside Premises – Theft of money and securities
- Inside Premises – Robbery or Safe Burglary of other property
- Outside Premises
- Computer Fraud
- Money Order and Counterfeit Paper Currency
- Discovery Form
- Pension/Benefit Plans Covered (Additional Named Insured)
- Employee Dishonesty limit at least 10% of Plan Asset Fund
- Forgery and Alteration
- Funds Transfer

General Liability

- Stop Gap
- Employee Benefits Liability
- Pollution Liability for Hostile Fire

Umbrella

- Increased Limits

Workers' Compensation

- Stop-gap
- U.S. Longshoremen's and Harbor Workers' Compensation
- Defense Base Act Coverage
- Outer Continental Shelf Lands Act
- Federal Employers Liability Act Coverage
- Maritime Coverage (Jones Act)
- Voluntary Compensation and Employers' Liability (including Athletic Participants)
- Volunteer Workers

Automobile

- Drive-Other-Car
- Hired Auto Physical Damage

Boiler & Machinery

- Property Damage
- Business Income
- Increased Cost of Construction
- Demolition
- Increased Time to Rebuild
- Utility Interruption

Other Coverage Considerations

- Environmental Pollution Liability
- Professional Liability
- Fiduciary Liability
- Cyber Risk
- Terrorism
- Aviation
- Ocean Marine
- Kidnap and Ransom
- Foreign Exposures



Claims Reporting By Policy

Direct Reporting – Claims should be reported immediately:

Public Official Bonds	Travelers Casualty and Surety Company of America	Claims Dept. Phone Number
-----------------------	--	---------------------------

All claims shall be reported to Travelers via:

- Email: bfpcclaims@travelers.com

OR

- Fax: 888.460.6622

Reporting to Gallagher – Claims Team

Claims Contacts

Paul (Tommy) Royals

E-mail address: Paul_Royals@ajg.com

Direct #225-906-0145

Hunter Perry

E-mail address: Hunter_Perry@ajg.com

Direct #225-906-1248

Brandon Brashier

E-mail address: Brandon_Brashier@ajg.com

Direct #225-906-1283



Bindable Quotations, Marketing Highlights & Compensation Disclosure Schedule

Name: City of Natchitoches

Coverage(s)	Carrier Name(s)	Wholesaler, MGA, or Intermediary Name 1	Marketing Highlights & Quotation Comments	Estimated Annual Premium 2	Comm % or Fee 3	Wholesaler, MGA or Intermediary % 4	AJG Owned ? Yes or No
Public Officials Bond	Travelers Casualty and Surety Company of America	n/a	Incumbent Carrier	\$5,250.00	30%	n/a	n/a

Some carriers pay Gallagher supplemental or contingent commissions in addition to the policy commission. Contingent commissions are typically contingent upon performance factors such as growth, profit, volume or retention, while supplemental commissions are not. These supplemental or contingent commissions may range from less than 1% up to 10% of the policy premium. Please refer to the Contingent and Supplemental Commission Disclosure or contact your Gallagher representative for additional information.

1. We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.
2. If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.
* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.
3. The commission rate is a percentage of annual premium excluding taxes & fees.
* Gallagher is receiving ___% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.
4. * The non-Gallagher intermediary/wholesaler did not provide their compensation information for this proposal. The usual and customary compensation to a wholesaler/ intermediary ranges from 5% to 12%, but we cannot verify that range is applicable in connection with this proposal.

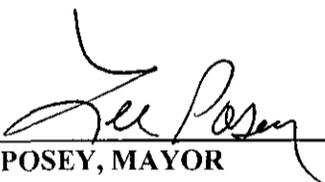
Ms. Morrow stated that she participated in 2012 National League of Cities Conference. The conference promotes strong local economics and strong communities. This conference allowed her to continue leadership opportunities. Ms. Morrow stated that she received the Bronze Leadership Award. Ms. Morrow stated that she was able to network with several world mayors and met a Nigerian ambassador who is willing to come to Natchitoches. Ms. Morrow stated that with the help of the National League of Cities she was able to develop an afterschool program which she will forward to the City for consideration. Ms. Morrow stated that it was a pleasure to attend the conference, and to be able to share this information with the Council.

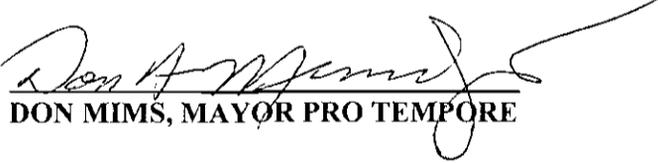
Mayor Posey announced that the City of Natchitoches offices will be closed Monday, January 21, 2013 in honor of Martin Luther King, Jr.

Ms. Morrow stated that she had a printout in reference to the Martin Luther King celebration to be held Monday at 9:00 at 1st Baptist Church on Amulet, then at 12 noon at Martin Luther King Center for a children's program; 4:30 at the triangle and 6:00 for the final program. Ms. Morrow stated she would email the information to Stacy.

Mr. Phillip Wilkerson stated he lives on Highway 478 and he has been without mail, garbage pick up and there is no way Mr. Dennie Boyt could get any emergency personnel down that road right now. Mr. Wilkerson stated that Gilcrease has not done a very good job keeping the road passable. Mr. Wilkerson asked if maybe the Council could contact Gilcrease and get them to do something about the road so they can at least get home. Mayor Posey stated that they will try to call the DOTD and see if they can set-up a meeting. Mr. Wilkerson thanked the Mayor.

With no further discussion, the Mayor made a motion to adjournment and all were in favor. The meeting was adjourned at 6:07 p.m.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE