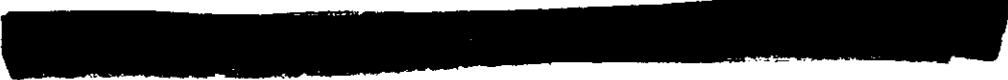


Natchitoches City Council will have a pre-council meeting beginning at 5:00 p.m. and ending at 5:30 p.m. to discuss non-agenda items. The City Council meeting will begin promptly at 5:30 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is 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  
NOVEMBER 24, 2014  
5:30 P.M.**

**AGENDA**

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF NOVEMBER 10, 2014**
5. **SPECIAL RECOGNITION:**      **Tabitha Dove – 2<sup>nd</sup> Place At The 2014 National FFA Agronomy Career Development Convention**
6. **PRESENTATION OF CHRISTMAS ANGELS**  
Izabella Lopez – Pre-K  
Makaila Knueppel – K  
Cayla Anthony – 1<sup>st</sup>  
Hannah Vickers – 2<sup>nd</sup>  
Taylor Eubanks – 3<sup>rd</sup>  
Anna Sowell – 4<sup>th</sup>  
Abigail Nelson – 5<sup>th</sup>  
Linsey Hargis – 6<sup>th</sup>  
Mali Simmons – 7<sup>th</sup>  
Lyndee Litton – 8<sup>th</sup>
7. **PROCLAMATION:**  
**#113 Nielsen**      Resolution Proclaiming the Month of November as National American Indian Heritage Month (Dr. Colleen Lancaster)
  - **OPEN PUBLIC HEARING - ORDINANCE #044 OF 2014**
  - **REQUEST FOR PUBLIC COMMENTS ON ORDINANCE NO. 044 OF 2014**
8. **ORDINANCES – FINAL:**  
**#044 Stamey**      Ordinance Extending The City Limits Of The City Of Natchitoches Annexing A 7.48 Acres, More Or Less, Tract Situated In Section 81, Township 9 North, Range 7 West, Natchitoches Parish, Louisiana, Said Tract Lying Adjacent To And North Of Jefferson Highway, And Adjacent To

The Existing Municipal Limits Of The City Of Natchitoches, 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 (**Ratcliff Development, LLC.**)

**#045 Nielsen** Ordinance Approving The Granting Of A Right Of Way And Easement In Favor Of Southwestern Electric Power Company Over And Across Property Owned By The City Of Natchitoches, And Located In Sections 29 And 30, Township 9 North, Range 6 west, Natchitoches Parish, Louisiana, Approving The Form Of The Right Of Way And Easement And Further Authorizing The Mayor To Execute The Right Of Way And Easement And Any Other Related Documents; and Further Providing For Advertising

**#046 Mims** Ordinance Amending Ordinance. No. 015 Of 2014 With Regard To The City's Taxable Revenue Note Previously Authorized In The Amount Of Two Million Dollars (\$2,000,000) For The Purpose Of Financing A Portion Of The Cost Of Constructing And Furnishing The Proposed Natchitoches Grand Hotel, And For Paying Costs Of Issuance Of The Note; Authorizing The Mayor To Convey Certain Property Necessary In Connection With The Foregoing, And Providing For Other Matters In Connection Therewith

**#047 Nielsen** Ordinance Authorizing The Mayor Of the City Of Natchitoches To Award The Bid For The Breda Town Park Project (**Bid No. 0557**)

**#048 Stamey** Ordinance Approving The Acquisition Of A Strip Of Ground On The West Side Of St. Denis Condominiums, For The Consideration Of Certain In Kind Contributions, And Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute An Act Of Transfer For The Acquisition Of The Strip Of Ground And All Related Documents, To Provide For Advertising, And A Savings Clause

9. **ORDINANCES – INTRODUCTION:**

**#049 Nielsen** Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For The Relocation Of Waterlines and Sewer Lines on South Drive (**Bid No. 0558**)

**#050 Mims** Ordinance Authorizing The Mayor Of The City Of Natchitoches, Louisiana, To Enter Into A Boundary Agreement With Janith C. Frederick And Emilyn M. Horton, To Establish With Certainty The Boundary Between Property Of The City And Property Of Frederick And Horton, Providing For Advertisement And Providing For An Effective Date

10. **RESOLUTIONS:**

**#114 Morrow** Resolution Authorizing The Mayor To Enter Into A Contract With Employers Risk Management Services As

- The Workers Compensation Third Party Administrator For  
The City Of Natchitoches
- #115 Mims** Resolution Declaring The Intention Of The City Of  
Natchitoches, State Of Louisiana, To Issue Utilities  
Revenue Bonds In One Or More Series, In An Amount Not  
To Exceed Two Million Dollars (\$2,000,000) For The  
Purpose Of Paying A Portion Of The Cost Of Constructing  
And Acquiring Additions, Extensions And Improvements  
To The City's Drinking Water System; And Providing For  
Other Matters In Connection Therewith
- #116 Payne** Resolution Approving The 2014 Municipal Water Pollution  
Prevention Audit Report For the City Of Natchitoches
- #117 Stamey** Resolution Of Support For Grant Application Submitted To  
The Louisiana Office Of Community Development, Local  
Government Assistance Program
- #118 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

**MOTION TO ADD RESOLUTION NO. 119 OF 2014 TO THE AGENDA**

- #119 Payne** Resolution Authorizing The Mayor To Execute Change  
Order No. 1 To The Contract Between The City Of  
Natchitoches And Regional Construction, LLC., For The FY  
2013 LCDBG Street Project (**Bid No. 0544**)

11. **REPORTS:** Pat Jones - Financial Report
12. **ANNOUNCEMENTS:**
- The City of Natchitoches offices will be closed **Thursday, November 27** and **Friday, November 28, 2014** for the Thanksgiving Holidays.
  - The next scheduled City Council meeting will be **December 8, 2014**.
  - There will **not** be a City Council meeting on **Monday, December 22, 2014**.
13. **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, NOVEMBER 24, 2014 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, November 24, 2014 at 5:30 p.m.

There were present:

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

**Guests: 2014 Christmas Angels**

Izabella Lopez – Pre-Kindergarten  
Makaila Knueppel – Kindergarten  
Cayla Anthony – 1<sup>st</sup> Grade  
Hannah Vickers – 2<sup>nd</sup> Grade  
Taylor Eubanks – 3<sup>rd</sup> Grade  
Anna Sowell – 4<sup>th</sup> Grade  
Abigail Nelson – 5<sup>th</sup> Grade  
Linsey Hargis – 6<sup>th</sup> Grade  
Mali Simmons – 7<sup>th</sup> Grade  
Lyndee Litton – 8<sup>th</sup> Grade

**Tabitha Dove – 2<sup>nd</sup> Place Agronomy Career Development Event at the 2014 National FFA Convention**

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 Mims was asked to lead the pledge of allegiance.

Mayor Posey then called for the reading and approval of the minutes for the November 10, 2014 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Mr. Nielsen. The roll call vote was as follows:

|                 |                                      |
|-----------------|--------------------------------------|
| <b>Ayes:</b>    | <b>Nielsen, Mims, Stamey, Morrow</b> |
| <b>Nays:</b>    | <b>None</b>                          |
| <b>Absent:</b>  | <b>Payne</b>                         |
| <b>Abstain:</b> | <b>None</b>                          |

Mayor Posey stated Saturday night for the kickoff of the holiday season was perfect. This is by far the largest crowd we might have ever seen. We thank everyone for their hard work in putting this event on.

Mayor Posey then recognized Tabitha Dove, daughter of Chief Micky Dove, for her recent accomplishment at the 2014 National FFA Convention.

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

**RESOLUTION NO. 113 OF 2014**

**RESOLUTION PROCLAIMING THE MONTH OF NOVEMBER  
AS NATIONAL AMERICAN INDIAN HERITAGE MONTH**

**WHEREAS**, as the early inhabitants of this great land, the native peoples of North America played a unique role in the shaping of our Nation's history and culture; and

**WHEREAS**, America's unity is derived from a mix of many diverse cultures and people that grandly embodies the vision expressed by our Founders; and

**WHEREAS**, American Indian cultures, unique spiritual, artistic and literary contributions together with their vibrant customs and celebrations, enliven and enrich our land and have made remarkable contributions to our national identity; and

**WHEREAS**, Almost half of America's Native American tribal leaders have served in the United States Armed Forces, following in the footsteps of their forebears who distinguished themselves during the World Wars and conflicts in Korea, Vietnam, and the Persian Gulf and play a vital role in maintaining our Nation's strength and prosperity; and

**WHEREAS**, During National American Indian Heritage Month, I call on all Natchitoches citizens to learn more about the history and heritage of the Native peoples of this great land. Such actions reaffirm our appreciation and respect for their traditions and way of life and can help to preserve an important part of our culture for generations yet to come.

**NOW, THEREFORE, I, LEE POSEY**, Mayor of the City of Natchitoches, do hereby proclaim November 2014 as

**National American Indian Heritage Month**

and call upon the people of Natchitoches to observe this month with appropriate programs and activities.

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

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

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 24<sup>th</sup> day of November, 2014.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

Dr. Colleen Lancaster accepted the proclamation on behalf of the Daughter's of the American Revolution. This is recognized by our nation and we live close to the Adai Indian Tribe. The DOA has a committee that works with and supports Indian schools. She then stated, we are proud to have the opportunity to live so close to a tribe and promote a good program.

[REDACTED]

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

**ORDINANCE NO. 044 OF 2014**

**ORDINANCE EXTENDING THE CITY LIMITS OF THE CITY OF NATCHITOCHEs ANNEXING A 7.48 ACRES, MORE OR LESS, TRACT SITUATED IN SECTION 81, TOWNSHIP 9 NORTH, RANGE 7 WEST, NATCHITOCHEs PARISH, LOUISIANA, SAID TRACT LYING ADJACENT TO AND NORTH OF JEFFERSON HIGHWAY, AND ADJACENT TO THE EXISTING MUNICIPAL LIMITS OF THE CITY OF NATCHITOCHEs, 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, a petition has been filed in accordance with Revised Statutes 33:172, et. seq., by **Ratcliff Investments, L.L.C.**, requesting that the boundaries of the City of Natchitoches be enlarged so as to include the following described property, to-wit:

**THAT CERTAIN TRACT OF LAND**, situated and located in Section 81, Township 9 North, Range 7 West, Natchitoches Parish, Louisiana, being a portion of Lot 9 of Cook, Breazeale & Watson Subdivision, and being 7.48 acres, more or less, shown and depicted on a survey by Colby C. Buller, P.L.S. of Monceaux Buller & Associates, LLC, dated December 19, 2013, and being more particularly described thereon as follows, to-wit:

Commencing at the Southwest corner of Lot 9 of Cook, Watson & Breazeale Subdivision, located in Section 81, Township 9 North, Range 7 West, Natchitoches Parish, Louisiana, and being a point on the existing corporate limits of the City of Natchitoches, Louisiana, thence North 60 degrees 57 minutes 54 seconds East, along the existing corporate limits of the City of Natchitoches, a distance of 77.08 feet; thence North 60 degrees 57 minutes 54 seconds East, along the existing corporate limits of the City of Natchitoches, a distance of 180.98 feet; thence North 62 degrees 13 minutes 37 seconds East, along the existing corporate limits of the City of Natchitoches, a distance of 58.02 feet; thence North 22 degrees 49 minutes 54 seconds West a distance of 189.93 feet; thence North 68 degrees 39 minutes 46 seconds East a distance of 115.2 feet; thence North 7 degrees 42 minutes 31 seconds West a distance of 456.45 feet; thence North 82 degrees 17 minutes 29 seconds East a distance of 25 feet; thence North 7 minutes 17 minutes 15 seconds West a distance of 478.09 feet; thence South 89 degrees 12 minutes 51 seconds West a distance of 227.27; thence South 00 degrees 37 minutes 37 seconds East a distance of 1,296.12 to the point of beginning, and said tract being shown and depicted as Tract 9A and 9B on the above referenced plat by Buller.

WHEREAS, the petitioner represents one hundred percent in value of the property owners with in the area described above, and there are no registered voters or resident property owners on

the property described above as is reflected in the attached certificate from the Assessor's Office of the Parish of Natchitoches, Louisiana and certificate from the Office of the Registrar of Voters of the Parish of Natchitoches, Louisiana, which are filed with the petition for annexation;

**WHEREAS FURTHER**, attached to the petition is a certificate from the Tax Assessors's Office of the Parish of Natchitoches, Louisiana, certifying that the requirements of Louisiana R.S. 33:172 have been complied with, said certificate being dated the 14<sup>th</sup> day of October, 2014.

**WHEREAS FURTHER**, the matter was considered by the City Council for the City of Natchitoches, Louisiana, and a public hearing was called for on the 24<sup>th</sup> day of November, 2014, at which time the public was allowed to express opinions concerning this annexation;

**WHEREAS FURTHER**, the notice of filing of the petition has been published in The Natchitoches Times, legal journal of the City of Natchitoches, Louisiana, on October 16, November 8, and November 15, 2014;

**WHEREAS FURTHER**, an opportunity has been given to all interested person in accordance with Louisiana R. S. 33:172, et. seq., on the 13<sup>th</sup> day of October, 2014;

**WHEREAS FURTHER**, the property is contiguous to the City of Natchitoches, Louisiana, the corporate limits of the City of Natchitoches, Louisiana running through the property;

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

Section 1. The boundaries of the City of Natchitoches are hereby enlarged so as to include the following described property, to-wit:

**THAT CERTAIN TRACT OF LAND**, situated and located in Section 81, Township 9 North, Range 7 West, Natchitoches Parish, Louisiana, being a portion of Lot 9 of Cook, Breazeale & Watson Subdivision, and being 7.48 acres, more or less, shown and depicted on a survey by Colby C. Buller, P.L.S. of Monceaux Buller & Associates, LLC, dated December 19, 2013, and being more particularly described thereon as follows, to-wit:

Commencing at the Southwest corner of Lot 9 of Cook, Watson & Breazeale Subdivision, located in Section 81, Township 9 North, Range 7 West, Natchitoches Parish, Louisiana, and being a point on the existing corporate limits of the City of Natchitoches, Louisiana, thence North 60 degrees 57 minutes 54 seconds East, along the existing corporate limits of the City of Natchitoches, a distance of 77.08 feet; thence North 60 degrees 57 minutes 54 seconds East, along the existing corporate

limits of the City of Natchitoches, a distance of 180.98 feet; thence North 62 degrees 13 minutes 37 seconds East, along the existing corporate limits of the City of Natchitoches, a distance of 58.02 feet; thence North 22 degrees 49 minutes 54 seconds West a distance of 189.93 feet; thence North 68 degrees 39 minutes 46 seconds East a distance of 115.2 feet; thence North 7 degrees 42 minutes 31 seconds West a distance of 456.45 feet; thence North 82 degrees 17 minutes 29 seconds East a distance of 25 feet; thence North 7 minutes 17 minutes 15 seconds West a distance of 478.09 feet; thence South 89 degrees 12 minutes 51 seconds West a distance of 227.27; thence South 00 degrees 37 minutes 37 seconds East a distance of 1,296.12 to the point of beginning, and said tract being shown and depicted as Tract 9A and 9B on the above referenced plat by Buller.

Section 2. Be it further ordained that the City of Natchitoches takes cognizance of the fact that this ordinance was introduced at a regular session of the City Council on the 13<sup>th</sup> day of October, 2014, after receiving the petition signed by the property owner and all of the registered voters, and that a public hearing was held on the 24<sup>th</sup> day of November, 2014;

Section 3. Be it further ordained that the above and foregoing property be and is hereby annexed to the City of Natchitoches, declared to be included in Council District No. 3, all in accordance with Section 2.03B of the Home Rule Charter of the City of Natchitoches, Louisiana.

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 Tract 9-A having a zoning classification of B-3, and Tract 9-B having a zoning classification of R-2.

Section 5. Be it further ordained by the City Council that this ordinance shall go into effect thirty (30) days after the publication of this ordinance in accordance with Louisiana Revised Statute 33:173.

**THIS ORDINANCE** was introduced on October 13, 2014 and published in the *Natchitoches Times* on October 16<sup>th</sup>, November 8<sup>th</sup>, and November 15, 2014.

#### EXHIBIT "A"

**THAT CERTAIN TRACT OF LAND**, situated and located in Section 81, Township 9 North, Range 7 West, Natchitoches Parish, Louisiana, being a portion of Lot 9 of Cook, Breazeale & Watson Subdivision, and being 7.48 acres, more or less, shown and depicted on a survey by Colby C. Buller, P.L.S. of Monceaux Buller & Associates, LLC, dated December 19, 2013, and being more particularly described thereon as follows, to-wit:

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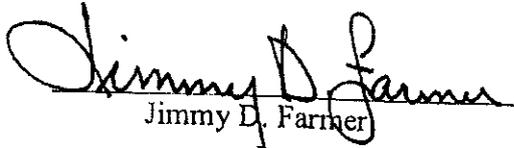
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The following are the property owners within 300 ft. of the following described property as listed on the current records of the Natchitoches Parish Assessor's Office.

**9.5 ACRES -- ON NORTH SIDE OF JEFFERSON HIGHWAY BEGINNING AT THE SOUTHWEST CORNER OF LOT 9 OF COOK, WATSON, AND BREAZEALE SUBDIVISION LOCATED IN SECTION 81, TOWNSHIP 9 NORTH - RANGE 7 WEST, THENCE NORTH 62 DEGREES EAST 425 FEET; THENCE NORTH 9 DEGREES 45 MINUTES WEST 2,069.10 FEET; THENCE NORTH 2 DEGREES WEST 116.20 FEET; THENCE SOUTH 26 DEGREES WEST 297 FEET; THENCE SOUTH 2 DEGREES EAST ALONG THE LINE BETWEEN LOTS 8 AND 9, A DISTANCE OF 2,085 FEET TO THE PLACE OF BEGINNING; LESS LOT TO MCCALL; LESS 3 ACRES TO ASHTON N. BYLES.**

ALFORD, KENNETH R. - 212 RAPIDES DR., NATCHITOCHE LA 71457  
BANK OF MONTGOMERY - 200 CADDO ST., MONTGOMERY LA 71454  
BYLES, ASHTON N. - 4182 UNIVERSITY PARKWAY, NATCHITOCHE LA 71457  
CONLAY, GARY L. & TANYA S. - P. O. BOX 947, NATCHITOCHE LA 71457  
DIXIE FOODS OF NATCHITOCHE, INC. - 4099 UNIVERSITY PARKWAY, NATCHITOCHE LA 71457  
H.C. TAYLOR, L.L.C. - 199 LAC TERRE NOIRE, NATCHITOCHE LA 71457  
HOWELL, JOHN D. & AMY W. - 182 KAYLA DR., NATCHITOCHE LA 71457  
LONG, JIMMY D., SR. & DOROTHY G. - 4204 UNIVERSITY PARKWAY, NATCHITOCHE LA 71457  
NORMAN, GERALD D. & TERESA N. EMMONS - 4146 UNIVERSITY PARKWAY, NATCHITOCHE LA 71457  
TAYLOR, HENRY C., JR. - 139 LAC TERRE NOIRE, NATCHITOCHE LA 71457

  
Jimmy D. Farmer

Dated, this 8<sup>th</sup> day of October, 2014.

**NOTE: This is as accurate as we can determine from our records.**

10/15/14

Form No. 1

TO: The Mayor and City Council of  
the City of Natchitoches

Re: Petition to Annex Territory

Gentlemen:

We, the undersigned, constitute a majority of the registered voters and a majority in number of the resident property owners, as well as \_\_\_% in value of the property of the resident property owners within the area described on Exhibit "A", attached hereto and made a part hereof.

We desire the area described on Exhibit "A" to be included in the corporate limits under the authority of Louisiana R. S. 33:172.

We attach hereto, as Exhibit "A", a good legal description of the area and attach hereto a survey of the property which we proposed to be annexed.

We also understand that this petition will be reviewed by the City, including the Director of Utilities and the City Attorney's Office. We also agree to furnish the City with any additional information that might be requested by the City concerning services and utilities that will be provided at the time of annexation along with any future requirements that might be necessary in connection with the installation of other utilities. We also agree to furnish any information requested by the City which might effect the area within the City adjacent to the property to be annexed in regard to traffic congestion, utilities, environment, drainage and condition of existing streets.

We also understand that this petition for annexation will have to be advertised and we agree to pay all costs of the advertisement, and also agree to pay all costs in connection with the annexation.

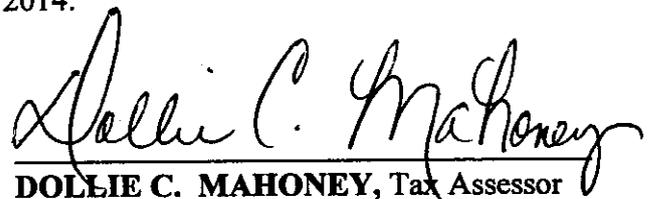
| SIGNATURE              | ADDRESS           | LOT#  |
|------------------------|-------------------|-------|
| <i>[Signature]</i>     | 3900 Loc St       |       |
| <i>Respect Manager</i> | Highway 197 71302 |       |
| _____                  | _____             | _____ |
| _____                  | _____             | _____ |

## STATE OF LOUISIANA

## PARISH OF NATCHITOCHE

I, **DOLLIE C. MAHONEY**, Tax Assessor of Natchitoches Parish, Louisiana, do certify that I have read the above and foregoing petition together with a description of property sought to be annexed into the City of Natchitoches, and I have examined into the matter and I certify that the entity that has signed the petition represents one hundred percent of the owners of the property and that there are no resident property owners within the area proposed to be included in the corporate limits.\*

IN TESTIMONY WHEREOF, witness my official signature at Natchitoches, Louisiana, on this the 14<sup>th</sup> day of October, 2014.

  
**DOLLIE C. MAHONEY**, Tax Assessor  
Natchitoches Parish, Louisiana

\* Louisiana R. S. 33:172 provides as follows, to-wit:

"No ordinance enlarging the boundaries of a municipality shall be valid unless prior to the adoption thereof a petition has been presented to the governing body of a municipality containing the written assent of (1) a majority of the registered voters and (2) a majority in number of the resident property owners, (3) as well as 25% in value of the property of the resident property owners within the area proposed to be included in the corporate limits according to the certificate of the Parish Assessor. If there are no registered voters residing in the area proposed for annexation, then the requirement for a majority of the registered voters on the petition shall not apply. The valuation of the property within the area proposed to be annexed shall be certified to by the Assessor according to the assessment of each of the owners signing the petition. Where there has been a change of ownership since the last assessment of the property, the Assessor shall certify the valuation of the present owner in accordance with the last case where the property of the present owner has not specifically been assessed the Assessor shall estimate the assessed value of the property for the current year and certify that same as the value of the property."

"At the request of any municipality contemplating the annexation of any tract of land, the Registrar of Voters shall provide a certified list of the registered voters residing in the area proposed to be annexed."

**EXHIBIT "A"**

**THAT CERTAIN TRACT OF LAND**, situated and located in Section 81, Township 9 North, Range 7 West, Natchitoches Parish, Louisiana, being a portion of Lot 9 of Cook, Breazeale & Watson Subdivision, and being 7.48 acres, more or less, shown and depicted on a survey by Colby C. Buller, P.L.S. of Monceaux Buller & Associates, LLC, dated December 19, 2013, and being more particularly described thereon as follows, to-wit:

Commencing at the Southwest corner of Lot 9 of Cook, Watson & Breazeale Subdivision, located in Section 81, Township 9 North, Range 7 West, Natchitoches Parish, Louisiana, and being a point on the existing corporate limits of the City of Natchitoches, Louisiana, thence North 60 degrees 57 minutes 54 seconds East, along the existing corporate limits of the City of Natchitoches, a distance of 77.08 feet; thence North 60 degrees 57 minutes 54 seconds East, along the existing corporate limits of the City of Natchitoches, a distance of 180.98 feet; thence North 62 degrees 13 minutes 37 seconds East, along the existing corporate limits of the City of Natchitoches, a distance of 58.02 feet; thence North 22 degrees 49 minutes 54 seconds West a distance of 189.93 feet; thence North 68 degrees 39 minutes 46 seconds East a distance of 115.2 feet; thence North 7 degrees 42 minutes 31 seconds West a distance of 456.45 feet; thence North 82 degrees 17 minutes 29 seconds East a distance of 25 feet; thence North 7 minutes 17 minutes 15 seconds West a distance of 478.09 feet; thence South 89 degrees 12 minutes 51 seconds West a distance of 227.27; thence South 00 degrees 37 minutes 37 seconds East a distance of 1,296.12 to the point of beginning, and said tract being shown and depicted as Tract 9A and 9B on the above referenced plat by Buller.

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

**ORDINANCE NO. 045 OF 2014**

**AN ORDINANCE APPROVING THE GRANTING OF A RIGHT OF WAY AND EASEMENT IN FAVOR OF SOUTHWESTERN ELECTRIC POWER COMPANY OVER AND ACROSS PROPERTY OWNED BY THE CITY OF NATCHITOCHE, AND LOCATED IN SECTIONS 29 AND 30, TOWNSHIP 9 NORTH, RANGE 6 WEST, NATCHITOCHE PARISH, LOUISIANA, APPROVING THE FORM OF THE RIGHT OF WAY AND EASEMENT AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE THE RIGHT OF WAY AND EASEMENT AND ANY OTHER RELATED DOCUMENTS; AND FURTHER PROVIDING FOR ADVERTIZING**

**WHEREAS**, the City of Natchitoches is the fee title owner of certain property located in Sections 29 and 30, Township 9 North Range 6 West, Natchitoches Parish, Louisiana being the property acquired by the City of Natchitoches by deed recorded May 8, 1991 at Conveyance Book 464, page 76 of the records of Natchitoches Parish, Louisiana (sometimes hereinafter "Property of the City"); and

**WHEREAS FURTHER**, Southwestern Electric Company has requested a right of way and easement across the property of the City for the placement of electrical and communication lines in order to provide service to customers, a copy of which is attached hereto; and

**WHEREAS FURTHER**, the proposed right of way and easement is shown and depicted on a sketch attached to the right of way and easement and is thirty feet in width; and

**WHEREAS FURTHER**, the Director of Utilities has reviewed the right of way and easement and has approved the form of same; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches desires to authorize the Mayor of the City of Natchitoches, Lee Posey, to execute the proposed right of way and easement attached hereto as Exhibit "A", and to further take any steps necessary and proper; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches finds that the placement of electric power lines on the property will be of benefit to the City of Natchitoches and its citizens; and

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

**SECTION I:** That the City Council of the City of Natchitoches, Louisiana, does hereby authorize and direct the Mayor, Lee Posey, to execute the Right of Way and Easement, attached hereto and to further execute any other documents necessary to create and establish a right of way and easement across a tract of land owned by the City of Natchitoches, said tract located in Sections 29 and 30 Township 9 North Range 6 West, Natchitoches Parish, Louisiana, and said easement more fully shown and depicted on the attached Exhibit "A".

**SECTION II:** That the Mayor, or his assignee, be and he is hereby authorized to do all things necessary and proper to establish the easement, servitude and right of way for passage.

**SECTION III:** That all other ordinances or parts of ordinances in conflict are hereby revoked.

**SECTION IV:** **THIS ORDINANCE** shall take effect after publication in accordance with law.

**SECTION V:** That 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 effect 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 provision herein.

**THIS ORDINANCE** was introduced on November 10, 2014 and published in the *Natchitoches Times* on November 13, 2014.

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

**THEREUPON**, Mayor Lee Posey declared the Ordinance passed by a vote of 4 Ayes to 0 Nays this 24<sup>th</sup> day of November, 2014.

  
\_\_\_\_\_  
LEE POSEY, MAYOR

  
\_\_\_\_\_  
DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 25<sup>th</sup> day of November, 2014 at 10:00 A.M.

RIGHT OF WAY AND EASEMENT

STATE OF LOUISIANA  
PARISH OF NATCHITOCHE

GRANTOR, THE CITY OF NATCHITOCHE, LOUISIANA, with mailing address of P. O. Box 37, Natchitoches, LA 71458, duly represented by its authorized agent, in consideration of one dollar paid and other good and valuable considerations, receipt of which is acknowledged, has and by these presents does grant and convey unto SOUTHWESTERN ELECTRIC POWER COMPANY, with offices at 6130 Union Street, Shreveport, LA 71108, its associated and allied companies and their respective successors and assigns, herein referred to as GRANTEE, a perpetual right of way and easement over, under and through a part of the following described property:

A certain tract(s) or parcel of ground, located in Section 29, Township 9 North, Range 6 West, and Section 30, Township 9 North, Range 6 West, situated in the Parish of Natchitoches, State of Louisiana, as recorded in Book 464, Page 76, under Registry No. 188605 of the Conveyance Records of Natchitoches Parish, Louisiana, as shown on the drawing marked "Exhibit A", attached hereto and made a part hereof.

With the right to construct, reconstruct, repair, replace, change the size and capacity of, modify, operate, maintain, inspect, remove, a line or lines of underground and/or overhead facilities, including, but not limited to, poles, structures, wires, cables, conduits, guys, anchors, and other fixtures and equipment as the GRANTEE may from time to time require for the distribution of electric current, and other forms of energy, and for the transmission or communication of data, audio and video information. Together with the right of ingress and egress to said right of way and easement at all times with equipment and personnel across GRANTOR'S lands for the purpose of constructing, operating and maintaining said lines and related facilities and making all necessary repairs, alterations or removal of any of its property placed thereon, provided that GRANTEE shall repair, replace, or pay for actual damages which may be the result of construction, maintenance and operation of its facilities. GRANTOR shall not construct nor permit to be constructed; any structure or building of any type or nature, including swimming pools, on or adjacent to the said easement right of way that would prevent the use or endanger the said facilities or that would cause a violation of the National Electrical Safety Code. In addition, the GRANTEE may trim, treat, cut down, or remove any trees, growth and vegetation without incurring damages (within the right of way or which could grow into the right of way) which may interfere with GRANTEE'S lines and other facilities, or with ingress and egress thereto.

To have and hold the above described easement and rights unto the GRANTEE, its successors and assigns, forever or until said right of way and easement is finally abandoned.

SIGNED AND DATED, this 25<sup>th</sup> day of November, 2014.

WITNESSES: Stacy McQueary  
Print Name: Stacy McQueary

THE CITY OF NATCHITOCHE, LOUISIANA

Hannah Wenniger  
Print Name: Hannah Wenniger

BY: Lee Posey  
TITLE: Mayor

ACKNOWLEDGMENT

STATE OF LOUISIANA }  
PARISH OF Natchitoches }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Lee Posey known to me to be the person(s) whose name is subscribed to the forgoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

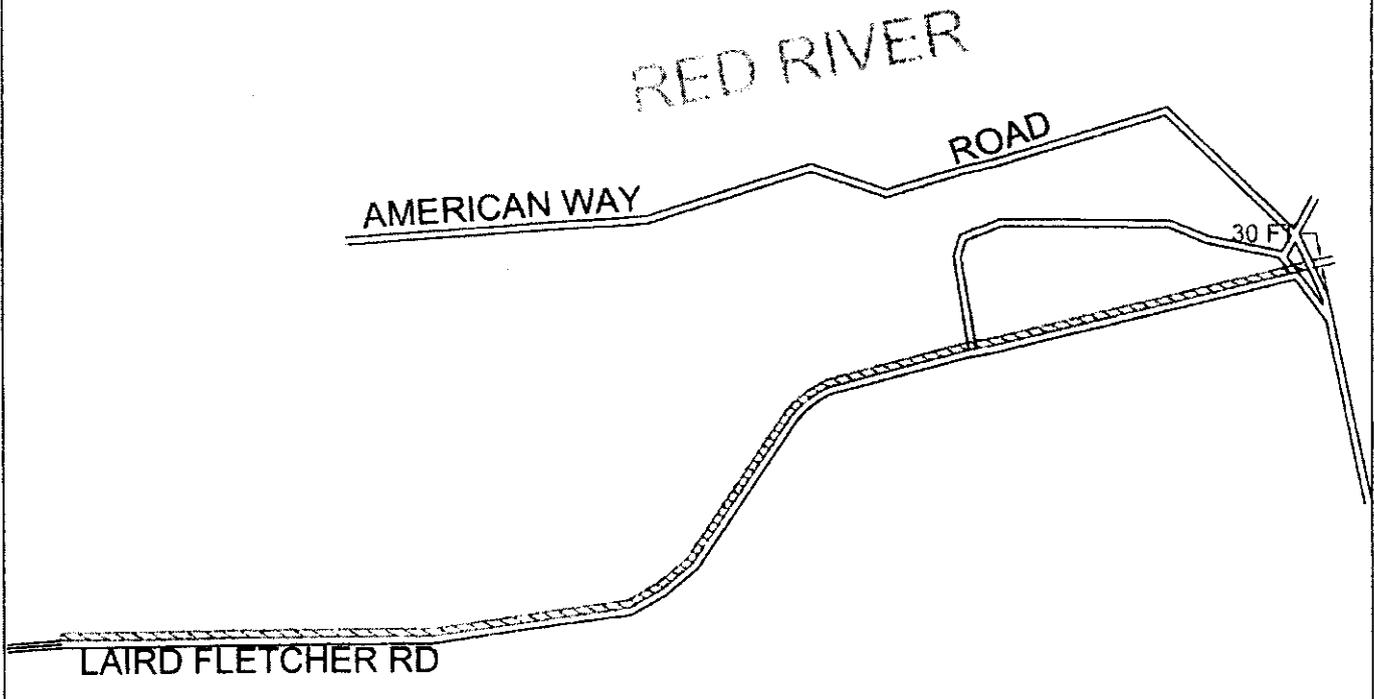
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26<sup>th</sup> day of November, 2014.

E. R. Lee Edd R. Lee  
NOTARY PUBLIC

My Commission Expires 1/5/19

EXHIBIT "A"

NATCHITOCHE PARISH, LOUISIANA  
SECTION 29 & 30, T9N-R6W



- Existing Line/Pole: ————
- Existing R-O-W:
- Installed R-O-W:
- Removed R-O-W:

|   |                                       |                |                                       |                        |
|---|---------------------------------------|----------------|---------------------------------------|------------------------|
| <br>SOUTHWESTERN<br>ELECTRIC POWER<br>COMPANY<br><small>A part of American Electric Power</small><br>VALLEY DISTRICT<br>NATCHITOCHE, LA | Project Name: THE CITY OF NATCHITOCHE |                | Construction Work Center: NATCHITOCHE |                        |
|   | Contact: THE CITY OF NATCHITOCHE      | PH#:           | WR#: 55365724                         | W.O.#:                 |
|   | Contact:                              | PH#:           | Sub:                                  | Scale: N.T.S.          |
|   | Address: LAIRD FLETCHER RD            |                | Designed By: RICKY LACAZE             | Date: 10/28/14         |
|   | City: NATCHITOCHE                     | ST: LA         | Zip: 71457                            | Drawn By: Sandra Potts |
| Job Description: R-O-W FOR 3 PHASE O/H PRIMARY LINE   |                                       | Date: 10/28/14 |                                       |                        |
|   |                                       | Pole#/Tag#:    |                                       |                        |

The following entitled Ordinance, having been previously introduced on November 10, 2014, notice of introduction having been published in the City's official journal on November 13, 2014, and a public hearing held thereon on November 24, 2014, was offered for final adoption by Mr. Mims and seconded by Mr. Nielsen:

**ORDINANCE NO 046 OF 2014**

**AN ORDINANCE AMENDING ORDINANCE. NO. 015 OF 2014 WITH REGARD TO THE CITY'S TAXABLE REVENUE NOTE PREVIOUSLY AUTHORIZED IN THE AMOUNT OF TWO MILLION DOLLARS (\$2,000,000) FOR THE PURPOSE OF FINANCING A PORTION OF THE COST OF CONSTRUCTING AND FURNISHING THE PROPOSED NATCHITOCHEES GRAND HOTEL, AND FOR PAYING COSTS OF ISSUANCE OF THE NOTE; AUTHORIZING THE MAYOR TO CONVEY CERTAIN PROPERTY NECESSARY IN CONNECTION WITH THE FOREGOING, AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.**

**WHEREAS**, pursuant to Section 1430, Chapter 13, of Title 39 of the Louisiana Revised Statutes of 1950 as amended (La. R.S. 39:1430) (the "Act"), and other constitutional and statutory authority supplemental thereto, the City of Natchitoches, State of Louisiana (the "City") is authorized to issue revenue bonds for any authorized purpose payable from any sources whatsoever; and

**WHEREAS**, the City Council of the City of Natchitoches, State of Louisiana (the "City Council"), acting as the governing authority of the City, has determined that it is in the best economic interest of the City to assist with the financing of (i) an approximately 87-room hotel facility to be located within the geographical boundaries of the City at the southeast intersection of Second St. and Lafayette St., adjacent to the Natchitoches Event Center, to be known as the Natchitoches Grand Hotel (the "Hotel Project"), and (ii) parking facilities to be developed by the City at the northwest intersection of Third St. and Lafayette St. (the "Parking Project"; the Hotel Project and the Parking Project are collectively referred to as the "Project"); and

**WHEREAS**, on April 28, 2014, this City Council adopted Ordinance No. 015 of 2014 authorizing the City to issue its Taxable Revenue Note, Series 2014, in the amount of Two Million Dollars (\$2,000,000) for the purpose of financing a portion of the cost of constructing and furnishing the proposed Natchitoches Grand Hotel, and for paying costs of issuance of the notes; prescribing the form, fixing the details and providing for the payment of principal of and interest on such notes and entering into certain covenants and agreements in connection with the security and payment of said notes; awarding the sale of the notes to the purchaser thereof; and providing for other matters in connection therewith; and

**WHEREAS**, due to a delay in the commencement of construction of the Project, the City wishes to make certain amendments to said Ordinance No. 015 of 2014 to reflect new payment dates of the Note and other technical amendments provided for herein, to approve the current forms of the Cooperative Endeavor Agreement relating to the aforesaid project, and to authorize the Mayor to convey the necessary property to the Industrial Development Board of the City of Natchitoches, Louisiana, Inc. (the "IDB");

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Natchitoches, State of Louisiana, acting as governing authority of the City of Natchitoches, State of Louisiana, that:

SECTION 1. Definitions. As used herein, all capitalized terms shall have the meanings ascribed to them in said Ordinance No. 015 of 2014, except that:

**"Interest Payment Date"** means June 1 and December 1 of each year, commencing June 1, 2015.

**"Parking Project"** shall mean the parking facilities to be constructed by the City at the northwest intersection of Third St. and Lafayette St., in the City, which are to be sold to the IDB and then leased by the IDB to the Company pursuant to the Lease Agreement.

SECTION 2. Amendments to Terms of the Note. The terms of the Note shall be as set forth in Section 2 of Ordinance 015 of 2014, except that:

(a) The Note shall be issued as a "drawdown note," with purchase price installments of the Note being paid to the City by the Purchaser in installments, pursuant to requisitions in the manner set forth in Section 3 below.

(b) On December 1, 2024 (the "Interest Rate Reset Date"), the interest rate on the Note will be adjusted to a rate equal to the Prime Rate, as published on the Interest Rate Reset Date in the "Wall Street Journal," plus one hundred and five (105) basis points, with a cap on the adjusted rate of eight percent (8%) per annum.

(c) The principal of the Note shall mature in fourteen annual installments due on December 1 of the years and in the amounts shown in the following table and as described in the following paragraph:

| <u>Year</u><br><u>(December 1)</u> | <u>Principal</u><br><u>Installment Due</u> |
|------------------------------------|--|
| 2016                               | \$ 99,000                                  |
| 2017                               | 104,000                                    |
| 2018                               | 108,000                                    |
| 2019                               | 113,000                                    |
| 2020                               | 118,000                                    |
| 2021                               | 123,000                                    |
| 2022                               | 129,000                                    |
| 2023                               | 134,000                                    |
| 2024                               | 140,000                                    |

The remaining balance after the December 1, 2024 principal installment has been paid (\$932,000), adjusted for any prepayments on or prior to such date, will be amortized in five installments, due on December 1 of the years 2025 through 2029, inclusive, calculated on December 1, 2024 based on the adjusted interest rate determined on the Interest Rate Reset Date in the manner set forth above, so that the annual principal and interest payments in the final five years will be approximately equal.

(d) The form of the Note attached as Exhibit A to Ordinance No. 015 of 2014 shall also be amended to conform to the changes made in this Section 2.

SECTION 3. Payment of Purchase Price Installments. Purchase price installments of the Note for the payment of costs of the Hotel Project and costs of issuance shall be made by the Purchaser to the City from time to time, subject to the satisfaction of the following conditions:

(a) The initial purchase price installment shall be paid on the Delivery Date and shall be used by the City of pay costs of issuance of the Note;

(b) The balance of the purchase price shall be paid by the Purchaser upon written request of the City in a manner that will allow the Cost of the Hotel Project to be

paid on a *pro rata* basis, with 25% of each payment to be paid with Note proceeds and 75% with conventional loan proceeds available to the Company.

The date and amount of each purchase price payment by the Purchaser pursuant to the foregoing shall be noted on the schedule attached to the Note, and interest on each payment shall accrue from the date of the payment.

SECTION 4. Hotel Project Fund. The Project Fund described in Section 12 of Ordinance 015 of 2014 shall be established with Mid South Bank, in Natchitoches, Louisiana "Series 2014 Hotel Project Fund " (the "Project Fund"). The City shall deposit purchase price installments of the Note to the Project Fund and such moneys will be used to pay costs of the Hotel Project and costs of issuance of the Note on a *pro rata* basis in the manner set forth in the CEA. Upon completion of the Hotel Project and the payment of all costs associated therewith, any balance in the Project Fund shall be transferred to the Debt Service Fund and used to make the next ensuing debt service payments of the Note.

SECTION 5. Cooperative Endeavor Agreement. Certain provisions of the CEA previously approved have been altered since such approval date, therefore the CEA in substantially the form attached hereto as Exhibit A is hereby approved in lieu of the form previously approved, and the Mayor or the Mayor *Pro Tempore* and the Clerk and the City, acting in their capacity as officers of the City and the District, are further authorized to execute and deliver the CEA for and on behalf of the City District, in substantially the form attached hereto as Exhibit A.

SECTION 6. Authorization to Convey Property to IDB. In connection with the transactions contemplated by the Note and the CEA, the Mayor is authorized, directed and empowered to convey to the Industrial Development Board of the City of Natchitoches, Louisiana, Inc., the property described in Exhibit B hereto, together with any and all other property, both movable and immovable, as he may in his sole discretion deem necessary in connection with the construction and financing of the Project.

SECTION 7. Management and Operations Agreement. The Mayor is further authorized, empowered and directed to execute on behalf of the City a Management and Operations Agreement for the Natchitoches Event Center, between the City and Convention Center Management, LLC, in substantially the form attached hereto as Exhibit C, together with such additional documents, certificates and instruments as he may deem necessary, upon the advice of counsel, to effect the transactions contemplated by the aforesaid agreement. The signature of the Mayor on the foregoing shall be conclusive evidence of the due exercise of the authority granted hereunder.

This Ordinance shall become effective upon signature of the Mayor, or, in the event of Mayoral veto, upon re-adoption by the Governing Authority.

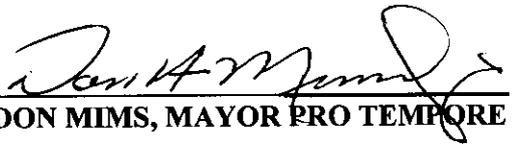
**THIS ORDINANCE** was introduced on November 10, 2014 and published in the *Natchitoches Times* on November 13, 2014.

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

|                 |                                      |
|-----------------|--------------------------------------|
| <b>AYES:</b>    | <b>Nielsen, Mims, Stamey, Morrow</b> |
| <b>NAYS:</b>    | <b>None</b>                          |
| <b>ABSENT:</b>  | <b>Payne</b>                         |
| <b>ABSTAIN:</b> | <b>None</b>                          |

**THEREUPON**, Mayor Lee Posey declared the Ordinance passed by a vote of 4 Ayes to 0 Nays this 24<sup>th</sup> day of November, 2014.

  
LEE POSEY, MAYOR

  
DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 25<sup>th</sup> day of November, 2014 at 10:00 A.M.

STATE OF LOUISIANA

PARISH OF NATCHITOCHEs

I, the undersigned Clerk of the City Council of the City of Natchitoches, State of Louisiana (the "City Council"), do hereby certify that the foregoing constitutes a true and correct copy of an ordinance adopted by the City Council on November 24, 2014, amending Ordinance No. 015 of 2014 with regard to the City's Taxable Revenue Note previously authorized in the amount of Two Million Dollars (\$2,000,000) for the purpose of financing a portion of the cost of constructing and furnishing the proposed Natchitoches Grand Hotel, and for paying costs of issuance of the Note; and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature at Natchitoches, Louisiana, on this, the 24th day of November, 2014.

(SEAL)

  
Clerk

# **COOPERATIVE ENDEAVOR AGREEMENT**

dated as of December 1, 2014

---

by and among

the City of Natchitoches, State of Louisiana,

Natchitoches Economic Development District A, State of Louisiana,

Industrial Development Board of the City of Natchitoches, Louisiana, Inc.,

and

Natchitoches Grand Hotel, LLC

---

relating to the joint financing of the Sweet Magnolia Hotel  
and related Parking Facilities

in the

City of Natchitoches, State of Louisiana

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\* \* \* \* \*

- EXHIBIT A - Boundaries and Map of District
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**COOPERATIVE ENDEAVOR AGREEMENT**

**THIS COOPERATIVE ENDEAVOR AGREEMENT** (the "Agreement"), which shall be dated for convenience of reference as of December 1, 2014, but effective on the date set forth on the signature page hereto, is by and among:

**CITY OF NATCHITOCHEs, STATE OF LOUISIANA** (the "City"), a political subdivision of the State of Louisiana, represented and appearing herein through its Mayor and Clerk, duly authorized hereunto by virtue of ordinances adopted by the governing authority of the City on April 28, 2014, as amended on November 24, 2014, whose mailing address is 700 Second Street, Natchitoches, Louisiana 71457;

**NATCHITOCHEs ECONOMIC DEVELOPMENT DISTRICT A, STATE OF LOUISIANA** (the "District"), a political subdivision of the State of Louisiana, represented and appearing herein through the Mayor, Mayor *Pro Tempore* and Clerk of the City of Natchitoches, duly authorized hereunto by virtue of a resolution adopted by the Natchitoches City Council, acting as governing authority of the District, on April 28, 2014, as amended on November 24, 2014, whose mailing address is 700 Second Street, Natchitoches, Louisiana 71457; and

**INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF NATCHITOCHEs, LOUISIANA, INC.** (the "IDB"), a public corporation organized and existing under the laws of the State of Louisiana, including, without limitation, Chapter 7 of Title 51 of the Louisiana Revised Statutes of 1950 as amended (being La. R.S. 51:1151 *et seq.*) (the "IDB Act"), represented and appearing herein through its President and Secretary-Treasurer, duly authorized hereunto by virtue of a resolution adopted by the Board of Directors of the IDB on November 24, 2014, whose mailing address is P.O. Box 37, Natchitoches, Louisiana 71457;

**WHO DECLARED** that they are each a political subdivision or public corporation of the State of Louisiana, as applicable, and desire to avail themselves of the provisions of Article VI, Section 20 and Article VII, Section 14(C) of the Louisiana Constitution of 1974, the Local Services Law (Sub-Part A, Part VII, Chapter 2 of Title 33 of the Louisiana Revised Statutes of 1950, as amended), the Cooperative Economic Development Law (Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended), and the IDB Act by entering into this Agreement for the objects and purposes and under the conditions, covenants and stipulations hereinafter set forth, with

**NATCHITOCHEs GRAND HOTEL, LLC** (the "Company"), a Louisiana limited liability company represented and appearing herein through Warren L. Reuther, Jr., manager of the Company, duly authorized hereinto by virtue of a Certificate of Authority adopted by the member(s) of the Company, whose mailing address is 68 Lakewood Place, New Orleans, Louisiana 70131.

**WITNESSETH**

**WHEREAS**, the Cooperative Economic Development Law authorizes municipalities, parishes and certain other local governmental subdivisions to create economic development districts to carry out the purposes of the Cooperative Economic Development Law, which economic development districts are political subdivisions of the State of Louisiana and possess such power and authority and have such duties as provided by the Cooperative Economic Development Law and other law; and

**WHEREAS**, pursuant to the Cooperative Economic Development Law, the City, acting through the Natchitoches City Council as its governing authority, adopted Ordinance No. 030 of 2010, on August 23, 2010, creating the District, in accordance with La. R.S. 33:9038.32, with boundaries as set forth on **Exhibit A** hereto, from which District hotel occupancy tax increments are expected to be determined and used to fund the Natchitoches #1 Economic Development District Trust Fund (the "Trust Fund"); and

**WHEREAS**, La. R.S. 33:9038.39 further permits such economic development districts to levy sales and use taxes and hotel occupancy taxes at a rate up to two percent (2%) for authorized purposes and, in accordance therewith, the District, acting through the Natchitoches City Council as its governing authority, adopted Ordinance No. 025 of 2011, on May 12, 2011, levying an additional hotel occupancy tax of two percent (2%) in the District (the "EDD Tax"); designating the full amount of the EDD Tax as the tax increments in the District from which local tax increments will be determined and used to finance economic development projects in the District in accordance with and as authorized by the Cooperative Economic Development Law; designating the initial annual baseline collection rate and establishing a monthly baseline collection rate for the District; pledging and dedicating such tax increments to reimburse economic development costs and providing for other matters in connection with the foregoing; and

**WHEREAS**, the proceeds of the EDD Tax (after paying the reasonable and necessary costs and expenses of collection and administering the EDD Tax), will be paid into the Trust Fund and are dedicated and will be used to pay the costs of economic development projects, as defined in the Cooperative Economic Development Law, particularly in La. R.S. 33: 9038.34(M) and La. R.S. 33:9038.36; and

**WHEREAS**, the City, the District and the IDB have determined that it is in the best interest of each of such entities to assist the Company with the financing of (i) an approximately 87-room hotel facility to be located within the geographical boundaries of the City at the southeast intersection of Second St. and Lafayette St., adjacent to the Natchitoches Event Center, to be known as the Sweet Magnolia Hotel (the "Hotel Project" as further defined herein), and (ii) parking facilities to be constructed by the City at the northwest intersection of Third St. and Lafayette St. (the "Parking Project" as further defined herein; the Hotel Project and the Parking Project are collectively referred to as the "Project"); and

**WHEREAS**, the Hotel Project has been and/or will be developed by the Company and partially financed by the Company through (i) a commercial bank loan in the amount of \$6,000,000, (ii) equity to be contributed by the Company, (iii) the issuance by the City of its

\$2,000,000 Taxable Revenue Note, Series 2014 (the "Note"), the proceeds of which will be provided by the City to the Company for the purpose of paying a portion of the costs of the Hotel Project, and (iv) possibly the issuance of bonds by the IDB on behalf of the Company; and

**WHEREAS**, at the request of the Company the City has agreed to construct parking improvements constituting the Parking Project in substantially the same style and design as the existing Natchitoches Events Center parking area that is located across Third Street from the Parking Project, for the purpose of providing parking for guests and customers of the Hotel Project; and

**WHEREAS**, the City, the District and the IDB have determined that the Hotel Project (i) is likely to result in a substantial impact on the number and size of events to be booked at the Event Center and an increase in the number of visitors to the City, thus benefitting area restaurants, retail shops, tourist service businesses, other lodging establishments and the Louisiana Sports Hall of Fame, and (ii) benefits to the City and the Parish of Natchitoches, State of Louisiana (the "Parish"), as a result of additional tax revenues generated by additional economic activity, increased property values and increased employment; and

**WHEREAS**, the Project will initially be owned by the IDB and leased by the IDB to the Company pursuant to a Lease Agreement and Agreement to Issue Bonds (the "Lease Agreement"), and the Project will be managed and operated by the Company; and

**WHEREAS**, pursuant to the Lease Agreement, the Company will make, among other payments as specified herein or in the Lease Agreement, rental payments to the IDB with respect to the Hotel Project that will be approximately equal to the amount of *ad valorem* taxes that would otherwise have been payable with respect to the Hotel Project (the "IDB Annual Payment") each year during the term of the Lease Agreement; and

**WHEREAS**, pursuant to the Lease Agreement, the Company will be further obligated to make an annual rental payment to the IDB with respect to the Parking Project in the specific amounts set forth in Section 4.03(b) below (the "Parking Lot Rental Payment") each year during the term of this Agreement; and

**WHEREAS**, pursuant to La. R.S. 39:1430 and other constitutional and statutory authority supplemental thereto, the City is authorized to issue revenue bonds for any authorized purpose payable from any sources whatsoever; and

**WHEREAS**, the City will assist in the financing of the acquisition, construction and equipping of the Project through the issuance of the aforesaid Note; and

**WHEREAS**, the Note will mature approximately fifteen (15) years from its date of issue, and the term of this Agreement shall be coterminous with the term of the Note; and

**WHEREAS**, the Note will be secured by and payable from, the following in the order listed (i) the IDB Annual Payment, (ii) the Annual Pledged Increment (defined herein) and (iii) Excess Revenues (defined herein) of the City, and the proceeds of the IDB Annual Payment and the Annual Pledged Increment shall be provided by the IDB and the District, respectively, to the

City. pursuant to this Agreement, for the purpose of paying debt service on the Note when due in accordance with the estimated debt service schedule attached hereto as Exhibit C; and

**WHEREAS**, to the extent the IDB Annual Payment and the Annual Pledged Increment are insufficient to pay debt service on the Note in any year, the City shall use Excess Revenues for the remainder of such debt service payments; and

**WHEREAS**, Article VI, Section 20 of the Louisiana Constitution of 1974 provides that a political subdivision may exercise and perform any authorized power and function, including financing, jointly or in cooperation with one or more political subdivisions, either within or without the state, or with the United States or its agencies; and

**WHEREAS**, Article VII, Section 14(C) of the Louisiana Constitution of 1974 provides that the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual; and

**WHEREAS**, Sub-Part A, Part VII, Chapter 2 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:1321, *et seq.*) (the "Local Services Law"), provides that political subdivisions may engage jointly in the construction, acquisition or improvement of any public project or improvement, the promotion and maintenance of any undertaking or the exercise of any power, provided at least one of the participants is authorized under a provision of general or special law to perform such activity or exercise such power as may be necessary for completion of the undertaking; and

**WHEREAS**, under the Local Services Law, such arrangements may provide for the joint use of funds, facilities, personnel or property or any combination thereof necessary to accomplish the purposes of the agreement, and such agreements may include but are not limited to activities concerning the construction or acquisition or improvement, and operation, repair and maintenance of public projects or improvements; and

**WHEREAS**, the Cooperative Economic Development Law provides that local governmental subdivisions (including municipalities, public corporations and other public entities) may cooperate or engage in cooperative endeavors providing for cooperative financing of economic development projects with other local governmental subdivisions or with any other private or public entity or person, for the purpose of aiding in cooperative development, all as defined in the Cooperative Economic Development Law; and

**WHEREAS**, Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended, and specifically La. R.S. 9038.35 provides that any local governmental subdivision, economic development corporation, tax increment finance district, or other authorized entity electing to carry out the purposes of such Chapter 27 may enter into a joint venture or cooperative endeavor for a public purpose with one or more districts to utilize all or a portion of tax increments in order to jointly finance or refinance in the manner provided for in such Chapter one or more economic development projects located within such district areas;

**NOW, THEREFORE**, the City, the IDB, the District and the Company each agree to perform their respective obligations under this Agreement in accordance with the conditions,

covenants and procedures set forth herein and in the exhibits attached hereto and made a part hereof as follows:

## ARTICLE I

### DEFINITIONS

SECTION 1.01. Definitions. The following terms shall, for purposes of this Agreement, have the following meanings:

**"Agreement"** shall mean this Cooperative Endeavor Agreement as it may be amended or modified from time to time or at any time in accordance with the terms hereof.

**"Annual Base"** shall mean the aggregate amount of EDD Tax collected in the District during the most recently completed Fiscal Year prior to the Effective Date of the EDD Tax, which has previously been determined to be zero dollars (\$0).

**"Annual Increment"** shall mean the amount by which the EDD Tax collected during any Fiscal Year exceeds the Annual Base. The Annual Increment shall consist of and equal the aggregate of all Monthly Increments during each applicable Fiscal Year. Since the Annual Base is zero dollars (\$0), the Annual Increment will be 100% of the collections of the EDD Tax collected by the District each year after the effective date of this Agreement.

**"Annual Pledged Increment"** shall mean that amount of the Annual Increment collected specifically at the Hotel Project.

**"City"** shall mean the City of Natchitoches, State of Louisiana.

**"Company"** shall mean Natchitoches Grand Hotel, LLC, a Louisiana limited liability company, and its successors and assigns, being the initial developer and operator of the Project.

**"Conventional Lender"** means Mid-South Bank, in the City of Natchitoches, Louisiana, which will make a conventional loan to the Company in the amount of \$6,000,000 for the purpose of financing a portion of the Hotel Project.

**"Cooperative Economic Development Law"** shall mean Chapter 27, Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9020, *et seq.*).

**"Cost of the Hotel Project"** shall mean, with respect to the contribution to the Hotel Project by the City, the District and the IDB, an amount of the costs of acquiring, constructing, installing, equipping and furnishing the Hotel Project that will be paid from the Net Proceeds of the Note. It is understood that the Net Proceeds of the Note will pay only a portion of the overall cost of the Hotel Project, which is estimated to be approximately \$9,800,000 as shown on **Exhibit B** hereto (which includes \$300,000 as the estimated value of the Hotel Project site).

**"District"** shall mean the Natchitoches Economic Development District A, State of Louisiana, the boundaries of which are shown on **Exhibit A** hereto, and any expanded geographical area as the governing authority of the City shall designate by ordinance following

the Effective Date in accordance with the Cooperative Economic Development Law. Notwithstanding the terms of Section 6.11 hereof, no amendment to this Agreement or to **Exhibit A** hereto shall be required in the event the City expands the District's boundaries to encompass adjacent areas.

**"Economic Development Project"** shall mean, without limitation, any and all projects suitable to any industry determined by the City and the District, to create economic development, including, without limitation, public works and infrastructure and projects to assist the following industries within the meaning of Article VI, Section 21 of the Louisiana Constitution of 1974:

- (a) Industrial, manufacturing, and other related industries.
- (b) Housing and related industries.
- (c) Hotel, motel, conference facilities, and related industries.
- (d) Commercial, retail, and related industries.
- (e) Amusement, places of entertainment, theme parks, and any other tourism-related industry.
- (f) Transportation-related industries.
- (g) Hospital, medical, health, nursery care, nursing care, clinical, ambulance, laboratory, and related industries.
- (h) Any other industry determined by the local governmental subdivision or issuer of revenue bonds, as appropriate, whose assistance will result in economic development.

**"EDD Payment Obligation"** shall mean the obligation of the District to pay to the City the proceeds of the Annual Pledged Increment each year during the term of this Agreement, as described in Article IV hereof, for the purpose of paying a portion of debt service on the Note.

**"EDD Tax"** shall mean the 2% hotel occupancy tax levied by the District pursuant to Ordinance No. 020 of 2011, adopted by the Natchitoches City Council on May 12, 2011, and collected on the occupancy of hotel rooms, motel rooms and overnight camping facilities, including campgrounds in the District, as it may be amended from time to time, or any other appropriate provision or provisions of law, as amended.

**"Effective Date of the EDD Tax"** shall mean June 1, 2011, being the date on which the levy of the EDD Tax became effective.

**"Excess Revenues"** shall mean the excess revenues of the City above statutory, necessary and usual charges.

**"Fiscal Year"** means the City's one-year accounting period as determined by the governing authority of the City, currently the year ending May 31 of each year.

**"Hotel Project"** means acquisition, construction and equipping of an approximately 87-room hotel facility to be located within the geographical boundaries of the City, at the southeast

intersection of Second St. and Lafayette St., and adjacent to the Natchitoches Event Center, to be known as the Sweet Magnolia Hotel, as more particularly described in **Exhibit B** hereto, together with all additions thereto and substitutions therefor and includes those buildings, structures, fixtures, furnishings and equipment, including any structures, fixtures, furnishings and related property comprising a portion of the Hotel Project, and is further defined as all property (both movable and immovable) owned by the IDB and leased to the Company herein which is not otherwise included in the definition of Hotel Project, excluding the Parking Project.

**"IDB"** means the Industrial Development Board of the City of Natchitoches, Louisiana, Inc.

**"IDB Act"** means Chapter 7 of Title 51 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 51:1151, *et seq.*).

**"IDB Payment Obligation"** shall mean the obligation of the IDB to pay to the City the proceeds of the IDB Annual Payment each year during the term of this Agreement for the purpose of paying a portion of debt service on the Note.

**"IDB Annual Payment"** shall mean the annual payment made by the Company to the IDB with respect to the Project equal to \$142,430, pursuant to Section 4.03(a) of the Lease Agreement, to be paid by the Company to the City for the account of the IDB and used by the City for the purpose of paying a portion of the debt service on the Note.

**"Lease Agreement"** means the Lease Agreement and Agreement to Issue Bonds dated as of December 1, 2014, between the IDB and the Company.

**"Month"** shall mean a calendar month.

**"Monthly Base"** shall mean the monthly amount of EDD Tax collected by the District from the EDD Taxes prior to the Effective Date of the EDD Tax, which has been determined to be zero dollars (\$0).

**"Monthly Collection"** shall mean the EDD Tax collected by the District during each Month of the Term.

**"Monthly Increment"** shall mean the amount by which the Monthly Collection exceeds the Monthly Base. Since the Monthly Base is zero dollars (\$0), the Monthly Increment will be 100% of the collections of the EDD Tax collected by the District each Month.

**"Monthly Pledged Increment"** shall mean that amount of the Monthly Increment collected specifically at the Project.

**"Net Revenues of the EDD Tax"** shall mean all revenues of the EDD Tax received by the District from the collector(s) thereof.

**"Net Proceeds of the Note"** shall mean the proceeds of the Note (\$2,000,000) that constitute the City's contribution to the Cost of the Hotel Project.

"**Note**" shall mean the City's Taxable Revenue Note, Series 2014, issued on \_\_\_(to come)\_\_\_, 2014, pursuant to the Note Ordinance, in the original aggregate principal amount of \$2,000,000 for the purpose of financing a portion of the Cost of the Hotel Project.

"**Note Ordinance**" means Ordinance No. 015 of 2014 adopted by the City Council on April 28, 2014, as amended by Ordinance No. \_\_\_ of 2014 adopted by the City Council on November 24, 2014, pursuant to which the Note is issued, as the same may be further amended or supplemented from time to time.

"**Parking Project**" means the parking facilities to be constructed by the City according to plans and specifications satisfactory to the Company, at the northwest intersection of Third St. and Lafayette St., in the City, which are to be leased to the Company pursuant to the Lease Agreement, and which shall be constructed by the City in substantially the same style and design as the existing Natchitoches Events Center parking area that is located across Third Street from the Parking Project.

"**Parking Project Rental Payment**" shall mean the annual rental payment made by the Company to the IDB with respect to the Parking Project, as provided for in Section 4.03(b) of the Lease Agreement, which shall be payable annually directly to the City for the account of the IDB, pursuant to Section 4.05 of the Lease Agreement and pursuant to this CEA.

"**Project**" means, collectively, the Hotel Project and the Parking Project.

"**Term**" shall mean the term of this Agreement as set forth in Section 2.10 hereof.

"**Trust Fund**" shall mean Natchitoches #1 Economic Development District Trust Fund established pursuant to La. R.S. 33:9038.34(O) and Section 2 of Ordinance No. 030 of 2010, which constitutes a special trust fund for the furtherance of economic development projects into which the Annual Increment will be deposited and loaned, granted, donated or pledged in furtherance of economic development projects.

SECTION 1.02. Use of Defined Terms. Terms defined in this Agreement shall have their defined meanings when used herein and in any document, certificate, report or agreement furnished from time to time in connection with this Agreement unless the context otherwise requires.

## ARTICLE II

### REPRESENTATIONS OF THE CITY, THE DISTRICT AND THE IDB

SECTION 2.01. Authority. The City, the District and the IDB have all requisite power pursuant to the Article VI, Section 20 and Article VII, Section 14(C) of the Louisiana Constitution of 1974, the Local Services Law, the Cooperative Economic Development Law and the IDB Act to enter into this Agreement and perform their obligations hereunder, and there are no contracts or obligations in conflict herewith.

SECTION 2.02. Collections. The City and the District hereby represent, in reliance upon advice of legal counsel and representations of the City's Chief Financial Officer, that current law and the current internal collection process of the City are adequate for the purpose of collecting, classifying, reconciling, calculating and remitting the EDD Tax.

SECTION 2.03. Accuracy of Base Collections. The City and the District hereby covenant and represent that the Monthly Base and Annual Base as defined herein are accurate in all material respects.

SECTION 2.04. EDD Payment Obligation. The District hereby acknowledges that the Annual Pledged Increment is pledged and dedicated by this Agreement for the purpose of assisting the City to finance a portion of the Hotel Project through the issuance of the Note, and that any deviation by the District from the terms of this Agreement with respect to the EDD Payment Obligation could result in a substantial impairment of the City's ability to repay the Note. The District agrees to take no action or to fail to take action expressly or fairly implied hereunder which could reasonably be considered to jeopardize the payment of the Annual Pledged Increment to the City for the purposes stated in Section 14 of the Note Ordinance.

SECTION 2.05. IDB Payment Obligation. The IDB hereby acknowledges that the IDB Annual Payment is pledged and dedicated by this Agreement for the purpose of assisting the City to finance a portion of the Hotel Project through the issuance of the Note, and that any deviation by the IDB from the terms of this Agreement with respect to the IDB Payment Obligation could result in a substantial impairment of the City's ability to repay the Note. The IDB agrees to take no action or to fail to take action expressly or fairly implied hereunder which could reasonably be considered to jeopardize the payment of the IDB Annual Payment to the City for the purposes stated in Section 14 of the Note Ordinance. Although not specifically pledged to the repayment of the Note, it is understood that the Parking Project Rental Payment is intended to be used by the City to pay debt service of the Note, or to prepay principal of the Note.

SECTION 2.06. Scope of Hotel Project. The Project will require the Company to incur significant infrastructure and other development costs that are within the scope of the definition of "Economic Development Project" in the Cooperative Economic Development Law and will equal or exceed the Cost of the Hotel Project as described in **Exhibit B** hereto.

SECTION 2.07. Public Hearing and Approval. The Natchitoches City Council has (i) conducted a public hearing relative to the creation of the District and the levy therein of the EDD Tax, (ii) created and designated the District and levied the EDD Tax therein, and (iii) on behalf of the City and the District, approved the execution and delivery of this Agreement in the Note Ordinance. The Board of Directors of the IDB has further approved the execution and delivery of this Agreement.

SECTION 2.08. No Suits. Except as may be otherwise disclosed in writing, to the best of the knowledge of the City, the District and the IDB, there is no action suit, investigation or proceeding pending or threatened against the City, the District or the IDB, before any court, arbitrator, or administrative or governmental body, nor any uninsured obligations of the City, the District or the IDB or which might adversely affect the ability of the City, the District or the IDB to comply with their respective obligations hereunder or in connection with the transactions

contemplated hereby, relative to this Agreement, the EDD Payment Obligation and the IDB Payment Obligation, as applicable.

SECTION 2.09. This Agreement not Intended to be Indebtedness. Although the Company, the City, the District and the IDB may issue bonds or incur other indebtedness relating to the Hotel Project (and the City will issue the Note and the Company will enter into a loan from the Conventional Lender), the essence of the undertakings of the Company, the City, the District and the IDB in this Agreement is for the Company, the City, the District, the IDB and the Company to work cooperatively to finance the Cost of the Hotel Project. The undertakings of the Company, the City, the District and the IDB described specifically in this Agreement do not represent and are not intended to create any indebtedness on the part of the Company, the City, the District or the IDB, since such undertakings of the Company, the City, the District and the IDB do not involve any loan of moneys or assets of the Company, the City, the District or the IDB or *vice versa*, nor the issuance of any indebtedness by the Company (other than the loan from the Conventional Lender), the City (other than the Note), the District or the IDB, but only for the cooperative use of the revenues of the EDD Tax, the IDB Annual Payment and the Parking Project Rental Payment for the purposes described herein.

SECTION 2.10. Term of this Agreement. This Agreement shall be effective upon execution by all the parties hereto and shall terminate on the date of the payment in full of the Note, whether by maturity, redemption, purchase or acceleration.

### ARTICLE III

#### COOPERATIVE ENDEAVOR OBLIGATIONS

SECTION 3.01. General Description of the Cooperative Endeavor. In order to effect the acquisition, construction and equipping of the Hotel Project, the City agrees that it will convey to the IDB clear and merchantable title to the Hotel Project and the Parking Project described in Exhibit B hereto. Thereupon, the IDB will lease the Hotel Project and the Parking Project to the Company pursuant to the Lease Agreement.

At approximately the same time, the Company will enter into a conventional loan in the amount of \$6,000,000 with the Conventional Lender, for the purpose of financing the Hotel Project and the City will issue and deliver the Note in the amount of \$2,000,000 to City Bank & Trust Co., in Natchitoches, Louisiana, upon payment of the initial draw of the purchase price of the Note.

The proceeds of the Note will be deposited into an account to be established for such purpose by the City with the Conventional Lender and the proceeds of the Note will be used to pay costs of the Hotel Project on a pro rata basis with proceeds of the aforesaid conventional loan, in the manner set forth in Section 4.01 below.

The Company will grant a leasehold mortgage on the Hotel Project and the Parking Project to the Conventional Lender to secure its obligation to repay the aforesaid conventional loan, and the City and the IDB hereby acknowledge and consent to the granting of such leasehold mortgage.

The Company will also make the IDB Annual Payment and the Parking Project Rental Payment described in Sections 4.03(a) and (b) of the Lease Agreement, as well as the other rental payments described in Section 4.03(c) of the Lease Agreement. The Company will pay the IDB Annual Payment and the Parking Project Rental Payment directly to the City for the account of the IDB in the manner set forth in Section 4.05 of the Lease Agreement and pursuant to Section 4.02 of this Agreement, and the City will apply the IDB Annual Payment to the payment of a portion of the annual debt service of the Note, which is estimated on Exhibit C hereto. Annual debt service of the Note will also be paid from the Annual Pledged Increment and from any excess of annual revenues of the City over statutory, necessary and usual charges so that the debt service payments set forth on Exhibit C are made in a timely manner. The City will apply the IDB Annual Payment and the Annual Pledged Increment solely to the payment of principal and interest of the Note, or for the prepayment of principal of the Note, provided that it is understood that the Parking Project Rental Payments may be used by the City to pay debt service of the Note or for any lawful purpose.

Upon payment in full of all amounts due under the Note, and satisfaction of the other conditions set forth in the Lease Agreement and in this Agreement, the IDB will convey title to the Project to the Company as provided in Article X of the Lease Agreement upon exercise by the Company of its option to purchase the Project. The purchase price of the Project shall be transferred by the IDB to the City.

SECTION 3.02. Relating to Article VII, Section 14 of the Louisiana Constitution. In entering into this Agreement it is not the intent of the City, the District, the IDB or the Company to enter into a gratuitous transfer of public funds because such parties expect that acquisition, construction and installation of the Project will be an "Economic Development Project" within the meaning of La. R.S. 33:9038.34, and that they will each receive something of value in return for the performance of their obligations hereunder, which is:

- (a) in the case of the City, the promotion of economic development in the City, the creation of jobs, enhancement of the property tax and sales tax base of the City, an increase in the number of hotel rooms and parking spaces available in the City and the promotion of tourism therein, and the generation of revenues for infrastructure and other necessary capital expenditures in and for the City;
- (b) in the case of the District, the promotion of economic development in the District, the creation of jobs, the enhancement of the property tax and sales tax base of the District, an increase in the number of hotel rooms and parking spaces available in the District and the promotion of tourism therein, and the generation of revenues for infrastructure and other necessary capital expenditures in and for the District;
- (c) in the case of the IDB, the promotion of economic development in the IDB, the creation of jobs, the enhancement of the property tax and sales tax base of the IDB, an increase in the number of hotel rooms and parking spaces available in the IDB and the promotion of tourism therein, and the generation of revenues for infrastructure and other necessary capital expenditures in and for the IDB;

- (d) in the case of the Company, assistance with the construction of the Hotel Project and the Parking Project, which would not be feasible without such assistance.

Additionally, the City, the District, the IDB and the Company will have reciprocal obligations relating to the satisfaction of the additional requirements set forth herein with respect to the allocation, expenditure and use of the Net Revenues of the EDD Tax and the proceeds of the IDB Annual Payment.

The City, the District and the IDB further find and determine that (a) each of the City, the District and the IDB have the legal authority to enter into this Agreement, (b) the Project will be an Economic Development Project within the meaning of the Cooperative Economic Development Law that creates a public benefit, specifically the creation of jobs, the enhancement of the property tax and sales tax base of the City and the District, an increase in the number of hotel rooms and parking spaces and the promotion of tourism, proportionate to its cost and (c) there is a reasonable expectation on the part of the City, the District and the IDB of receiving at least equivalent value in exchange for the use of the Net Revenues of the EDD Tax and the IDB Annual Payment to reimburse the City for the Cost of the Hotel Project.

SECTION 3.03. Collection Process. The EDD Tax shall be collected, accounted for and remitted by the Natchitoches Tax Commission (or its successor) in the same manner as other hotel occupancy taxes are collected in the City.

SECTION 3.04. Transfer of Funds. (a) It shall be the continuing duty of the District to deposit the Monthly Increment into the Trust Fund no later than the last business day of the month during which such funds are made available to the District by the Natchitoches Tax Commission, which is the collector of the EDD Tax. Upon completion of the Hotel Project, it shall be the duty of the District to determine the amount of the Monthly Increment that has been collected specifically at the Hotel Project (which equals the Monthly Pledged Increment), and to timely transfer an amount equal to the Monthly Pledged Increment to the City for payment of debt service on the Note when due and for the other purposes set forth in Section 14 of the Note Ordinance.

(b) It shall be the continuing duty of the City to collect the IDB Annual Payment and the Parking Project Rental Payment from the Company in accordance with the Lease Agreement, for the City to use for payment of debt service on the Note when due and for the other purposes set forth in Section 14 of the Note Ordinance.

(c) The City shall deposit the Monthly Pledged Increment, the IDB Annual Payment and the Parking Project Rental Payment to the funds and accounts established in Section 13 of the Note Ordinance solely for the purposes stated in Section 14 of the Note Ordinance.

SECTION 3.05. Calculations. Collections of the EDD Tax received by the District in any Month as a result of audits shall be treated as current collections for such Month for purposes of this Agreement.

If it is determined that for any period of time less revenues of the EDD Tax have been transferred from the Trust Fund to the City pursuant to Section 3.04(a) than were due, for whatever reason, the District shall direct an adjustment in order that the shortfall or over-

collection of revenues due to the District for any prior period is eliminated as soon as practicable and in any event no more than ninety (90) days subsequent to the recalculation giving rise to the need for the adjustment, provided that the District shall not be obligated to use any funds for adjustments of underpayments to the City other than from Net Revenues of the EDD Tax.

SECTION 3.06. Rescission or Amendment. In no event shall any rescission or amendment to this Agreement be effective without the prior written consent of the affected parties hereto, as well as a certificate of the City setting forth a determination by the City that, taking into account all relevant facts and circumstances, including, if and to the extent the City deems appropriate, an opinion of counsel as to legal matters and other consultants and advisors, such action will not have a material adverse effect on the interest of the City or its assignee(s) in the EDD Payment Obligation and the IDB Payment Obligation.

#### **ARTICLE IV**

##### **REIMBURSEMENT OF COSTS OF THE PROJECT AND REPAYMENT OF THE NOTE**

SECTION 4.01. Construction and Installation of the Hotel Project. (a) The Company has and will use its best efforts to acquire, construct and equip the Hotel Project for a total estimated cost of approximately \$9,800,000 (which includes \$300,000 as the estimated value of the Hotel Project site), as set forth in **Exhibit B**, and estimates that the Hotel Project will be placed in service on or about November 1, 2015. The Company shall construct and install the Hotel Project with funds provided in the following order:

- (i) FIRST, the \$1,500,000 of equity funds furnished by the Company shall be expended, then
- (ii) NEXT, the \$6,000,000 of loan proceeds from the Conventional Lender and \$2,000,000 proceeds of the Note shall be expended on each of the remaining costs of the Project on a proportional basis as follows: 75% loan proceeds and 25% proceeds of the Note.

It is contemplated that the City shall reimburse the Company for up to \$2,000,000 of Costs of the Hotel Project, limited to the proceeds of the Note, in accordance with this Article IV. The City shall budget for such expenditures in its budget for the Fiscal Year ending May 31, 2015 (and subsequent years, if necessary).

(b) Actual costs of the Hotel Project to be reimbursed by the City to the Company (or paid directly to contractors, subcontractors or suppliers) pursuant to this Agreement, not to exceed the Net Proceeds of the Note, shall be documented to the City by the Company in the same form as may be required by the Conventional Lender in connection with its conventional loan to the Company. Approval by the Conventional Lender of the actual costs of the Hotel Project submitted to the Conventional Lender and the City shall constitute approval by the City of such actual costs. The Company agrees to furnish such additional documentation to the City as may be required in connection the City's annual audited financial statements or as may be

required by the Legislative Auditor or in connection with the examination or review of the use of Note proceeds by any governmental agency having jurisdiction over such matters.

(c) THE CITY SHALL HAVE NO OBLIGATION WHATSOEVER TO REIMBURSE THE COMPANY FOR ANY COST OF THE PROJECT FROM ANY SOURCE OTHER THAN THE PROCEEDS OF THE NOTE.

Reasonable variations in the amounts allocable to the various expenditure line items shown in **Exhibit B** are allowed, provided that the total Cost of the Hotel Project to be reimbursed to the Company pursuant to this Agreement shall be absolutely limited to the Proceeds of the Note.

SECTION 4.02. Payment Obligations of the District and the IDB. The District agrees that it will pay all of the revenues of the EDD Tax to the City at least monthly, or cause the Natchitoches Tax Commission or its successor to pay such moneys directly to the City, for deposit to the Trust Fund, and that it will further transfer the Annual Pledged Increment to the City, at least monthly as received and accounted for, for use by the City as set forth in Section 14 of the Note Ordinance. The District hereby authorizes the Director of Finance of the City to withdraw an amount equal to the Annual Pledged Increment from the Trust Fund and transfer to the funds and accounts established in the Note Ordinance from time to time in order to meet the District's obligation under this paragraph.

Pursuant to Section 4.05 of the Lease Agreement, the Company will pay the IDB Annual Payment and the Parking Project Rental Payment directly to the City for the account of the IDB, for use by the City as set forth in Section 14 of the Note Ordinance.

SECTION 4.03. Payment Obligation; Budgeting. The City, for itself on behalf of the District, shall budget, receipt for and expend the Net Revenues of the EDD Tax, which includes the Annual Pledged Increment, the IDB Annual Payment and the Parking Project Rental Payment, as follows:

(a) The City, for itself and on behalf of the District, shall budget for each Fiscal Year, beginning with the Fiscal Year ending May 31, 2015, the anticipated revenues and expenditures of the EDD Tax, the IDB Annual Payment and the Parking Project Rental Payment for such Fiscal Year.

(b) The City, on behalf of the District, shall budget 100% of the Net Revenues of the EDD Tax for each Fiscal Year for deposit into the Trust Fund, and will further budget an amount of the Net Revenues of the EDD Tax that is at least equal to the Annual Pledged Increment to be transferred from the Trust Fund to the City and used to pay a portion of the debt service on the Note or for the other purposes set forth in Section 14 of the Note Ordinance, provided, however, that 100% of the EDD Tax generated from the Hotel Project shall be used to pay debt service on the Note. The City shall further budget 100% of the IDB Annual Payment and the Parking Project Rental Payment to be transferred by the Company, for the account of the IDB, to the City and used to pay the debt service on the Note or for the other purposes set forth in Section 14 of the Note Ordinance.

(c) As provided in the Note Ordinance, until the Note shall have been paid in full in principal and interest, the City will budget annually a sum of money sufficient to pay debt service on the Note in accordance with the estimated debt service schedule attached hereto as Exhibit C, including any principal and/or interest theretofore matured and then unpaid, as are not paid from the Annual Pledged Increment, the IDB Annual Payment and/or the Parking Project Rental Payment, and to levy and collect in each year taxes and to collect other revenues within the limits prescribed by law sufficient to pay the principal of and interest on the Note as are not paid from the Annual Pledged Increment, the IDB Annual Payment and/or the Parking Project Rental Payment.

(d) If, during the course of a Fiscal Year, the anticipated Net Revenues of the EDD Tax, the Annual Pledged Increment or the IDB Annual Payment for such Fiscal Year increase beyond the initial amount budgeted, then such increased revenues shall be reflected in a budget amendment, however in no event shall the District or the IDB be obliged to make any transfer to the City during any period in excess of the actual Annual Pledged Increment and the actual IDB Annual Payment, respectively, during such period.

(e) Upon the payment in full of the Note, or the full defeasance of same in accordance with the Note Ordinance, neither the District nor the IDB shall have any further payment obligation to the City hereunder.

(f) Net revenues of the EDD Tax in excess of the amounts paid to the City pursuant to Subsection (b) of this Section that are not attributable to the Hotel Project, and net revenues of the EDD Tax collected after the Note has been discharged in full, shall remain in the Trust Fund and may be expended by the District to pay the cost of Economic Development Projects, whether inside or outside of the District, including the cost of public works and infrastructure, or to reimburse the City or the District for any such expenditures paid from other sources after the Effective Date of the EDD Tax. The District may also use any such excess net revenues to pay the cost of public works and infrastructure outside of the limits of the City, if such improvements benefit the property within the District and may legally be made by the City or the District.

(g) Notwithstanding anything to the contrary contained herein, it is the intent of this Section 4.03 that, while the Note is outstanding, all moneys that are generated from the IDB Annual Payment, the Parking Project Rental Payment or the EDD taxes from the Hotel Project are to be used by the City solely to pay principal and/or interest on the Note in accordance with Section 14 of the Note Ordinance, and that any moneys in excess of current debt service requirements of the Note shall be used to prepay principal of the Note at the earliest date allowed under the Note Ordinance.

SECTION 4.04. Limited Source of Payment. The City and the Company hereby recognize, acknowledge and agree that the Annual Pledged Increment is intended to be and shall be the sole source of payment of the moneys described in Section 4.03(b) above and that the IDB Annual Payment and the Parking Project Rental Payment are intended to be and shall be the sole source of payment of the moneys described in Section 4.03(c) above. Neither the City nor the Company nor any other person (including the owner or owners of the Note) shall have any recourse against the IDB or the District to make reimbursement payments to the City from any other sources whatsoever.

SECTION 4.05. No Repeal of EDD Tax, IDB Annual Payment or Parking Project Rental Payment. For so long as the Note is outstanding, or until the Termination Date, whichever occurs first, the District pledges not to reduce or repeal the EDD Taxes or take any other action or fail to take any action that would impair the its reimbursement obligations set forth herein and the IDB pledges not to reduce the IDB Annual Payment or the Parking Project Rental Payment, or to take any action that would impair the its reimbursement obligations set forth herein.

SECTION 4.06. Stamey Agreement. The City, IDB and the Company acknowledge that the Hotel Project property is subject to certain restrictive covenants as provided for in that certain agreement dated January 18, 2012, by and between the City and Stamey & Miller Properties, LLC (the "Stamey Agreement"). Notwithstanding anything to the contrary contained herein, the City agrees that the City will be responsible for all affirmative obligations of the Stamey Agreement imposed on the owner of the Hotel Project, and that the City will comply with all of the terms and conditions of the Stamey Agreement, including, but not limited to, any costs associated with building a fence on the Southern boundary line of the Hotel Project (or such fence as Stamey & Miller Properties, LLC may agree to), preconstruction inspection of the property owned by Stamey & Miller Properties, LLC, and all other matters set forth in the Stamey Agreement, all at the sole cost and expense of the City.

SECTION 4.07. Successors and Assigns. Notwithstanding the foregoing, the rights of the City under this Agreement may be assigned by the City solely for the purpose of securing payment of the Note. Otherwise, the rights of the City under this Agreement may not be sold, assigned, assumed or transferred in any manner to or by any other person or entity, without the prior written consent of the District and the IDB, and in such case the sale, assignment, assumption or transfer by the City shall be in writing and shall contain a specific provision that the successor assumes all of the obligations of the City under this Agreement arising on or after the effective date of such transfer.

## ARTICLE V

### INDEMNIFICATION BY COMPANY

SECTION 5.01. Indemnification by Company. The Company shall indemnify and save harmless the IDB and the City, and their past, present and future officers, directors, employees and agents and any person who "controls" the IDB within the meaning of Section 15 of the Securities Act of 1933, as amended, or Section 20(a) of the Securities Exchange Act of 1934, as amended (each, an "Indemnified Party"), from and against all liabilities, obligations, claims, damages, penalties, fines, losses, costs and expenses, including attorneys' fees ("Damages") in connection with the Project or the transactions contemplated by this Agreement or the Lease Agreement, and including without limitation:

(a) all amounts paid in settlement of any litigation in connection with the Project, this Agreement, the Lease Agreement or the transactions to be consummated in connection therewith, commenced or threatened against any Indemnified Party if such settlement is effected with the consent of the Company or has been rendered by a final judgment of a court of competent jurisdiction,

(b) all expenses reasonably incurred in the investigation of, preparation for or defense of any litigation, proceeding or investigation in connection with the Project, this Agreement, the Lease Agreement or the transactions to be consummated in connection therewith, of any nature whatsoever, commenced or threatened against the Company, the City, the Project or any Indemnified Party,

(c) any judgments, penalties, fines, damages, assessments, indemnities or contributions, and

(d) the reasonable fees of attorneys, auditors, and consultants; provided that the Damages arise out of:

- (i) failure by the Company or its agents to comply with the terms of this Agreement or the Lease Agreement and any agreements, covenants, obligations, or prohibitions set forth therein,
- (ii) any action, suit, claim or demand contesting or affecting the title of the Project,
- (iii) any breach of any representation or warranty by Company set forth in this Agreement, the Lease Agreement or any certificate delivered pursuant thereto,
- (iv) any action, suit, claim, proceeding or investigation of a judicial, legislative, administrative or regulatory nature arising from or in connection with the acquisition, installation, ownership, operation, occupation or use of the Project, including without limitation any action to recover damages for injury to person or property, or
- (v) any suit, action, administrative proceeding, enforcement action, or governmental or private action of any kind whatsoever commenced against the Company, the City, the Project or any Indemnified Party which might adversely affect the validity or enforceability of this Agreement, the Lease Agreement or the performance by the Company or any Indemnified Party of any of their respective obligations thereunder.

The foregoing notwithstanding, Damages shall specifically exclude matters arising from the willful misconduct, bad faith or fraud of any Indemnified Party.

If any action, suit or proceeding is brought against any Indemnified Party for Damages for which the Company is required to provide indemnification under this section, the Company, upon request, shall at its own expense resist and defend such action, suit or proceeding, or cause the same to be resisted and defended by counsel designated by the Company and approved by the Indemnified Party, which approval shall not be unreasonably withheld. The Company shall not be liable for any settlement of any such action, suit or proceeding made without its consent, but if settled with the consent of the Company or if there be a final judgment for the plaintiff in any such action, the Company shall indemnify and hold harmless the Indemnified Parties from and against any Damages by reason of such settlement or judgment. The obligations of the Company under this section shall survive the term of this Agreement and the term of the Lease Agreement.

SECTION 5.02. Limitation on Payment of Attorneys' Fees. Attorneys' fees for the IDB or the City that are payable by the Company pursuant to the Lease Agreement and this Agreement shall be limited to \$15,000 per calendar year in the aggregate, unless the Lessee approves a higher annual amount in writing or in the event that such higher fees are approved or awarded pursuant to a final judgment or settlement rendered or approved by a court of competent jurisdiction.

Notwithstanding anything to the contrary contained herein, in the event the IDB has notified the Company that an event of default exists under the Lease Agreement, and the Company files suit, via declaratory judgment or otherwise, to establish that the Company is not in default under the Lease Agreement, and a final judgment is rendered by a court of competent jurisdiction establishing that the Company was not in default under the Lease Agreement ('Wrongful Default'), then the City, the IDB and the Company hereby agree that in such event, the City or the IDB will be responsible for all costs, including attorney's fees, as such court may require that the City or the IDB must pay.

## ARTICLE VI

### MISCELLANEOUS

SECTION 6.01. Liberal Construction. This Agreement shall be construed liberally to secure the beneficial intents and purposes hereof, and in particular shall be construed liberally as necessary to protect and further the interests of the owners of any bonds or other obligations issued by the City, the District or the IDB for the purposes stated herein.

SECTION 6.02. Notices. All reports, statements or notices required or advisable to be given hereunder shall be deemed to be given if sent to the parties hereto at the addresses shown in the appearances to this Agreement.

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or by private, commercial carrier, express mail, such as Federal Express, or sent by fax, electronic mail or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving party. All such communications shall be mailed, sent or delivered to the address or numbers set forth above, or as to each party at such other addresses or numbers as shall be designated by such party in a written notice to the other party.

SECTION 6.03. Further Assurances. From time to time hereafter, the City, the District and the IDB may execute and deliver such additional instruments, certificates or documents, and take all such actions as the each party hereto may reasonably request for the purpose of fulfilling their obligations hereunder or in relation to other matters or projects that may be related to the Project or otherwise. Without limiting the foregoing, within fifteen (15) days following the request from any party hereto, each other party shall deliver to the requesting party, an estoppel certificate stating, to the best of such parties' knowledge or belief: (i) whether or not this

Agreement is in full force and effect and the extent to which this Agreement has been supplemented, modified or amended; (ii) whether or not there are any defaults or breaches under this Agreement or conditions that, with the passage of time, the giving of notice, or both, would constitute a default or breach under this Agreement (and, if applicable, the nature of such defaults, breaches or conditions); (iii) whether the conditions and agreements under this Agreement have been satisfied or performed as of the date of such estoppel certificate (and, if applicable, the nature of any failures); and (iv) the amounts of paid and unpaid reimbursements for the term of the Agreement or for particular years thereof. Any such statement or certificate may be conclusively relied upon by the party requesting the estoppel certificate.

SECTION 6.04. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any elected official, trustee, officer, agent or employee of the City, the District or the IDB, in his or her individual capacity, and none of such persons nor any official executing this Agreement shall be liable personally with respect hereto or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement. No partner, member, shareholder, officer, director, trustee, beneficiary, employee, agent, contractor or consultant of the Company (disclosed or undisclosed) shall have any personal liability to the City, the District or the IDB or any of their respective successors in interest with respect to the subject matter of this Agreement, other than for failure to comply with the Company's obligation under Section 4.01 above.

SECTION 6.05. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or extent of any of the provisions of this Agreement.

SECTION 6.06. Counterparts. This Agreement may be executed in several counterparts, each which shall be an original and all of which when taken together shall be deemed one and the same Agreement.

SECTION 6.07. Governing Law. This Agreement shall be constructed in accordance with and governed by the laws of the State of Louisiana.

SECTION 6.08. Venue. Any suit brought by any party hereto arising out of or by reason of this Agreement, or otherwise, shall be brought, if against the City, the District, the IDB or the Company, in the 10<sup>th</sup> Judicial District Court, Natchitoches Parish, Louisiana.

SECTION 6.09. Severability. To the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

SECTION 6.10. Non-shareholder Contributions to Capital. The City hereby designates the proceeds of the Note paid to the Company pursuant hereto, and each portion thereof, as non-shareholder contributions to capital of the Company pursuant to Section 118 of the Internal Revenue Code of 1986 (and successor provisions thereto) and intends such payments to be a

reimbursement for land and/or building costs incurred by the Company in connection with the Project.

SECTION 6.11. Amendment and/or Modification. Neither this Agreement nor any term, provision or exhibit hereof may be changed, waived, discharged, amended or modified orally, or in any manner other than by an instrument in writing signed by all of the parties hereto.

**SIGNATURES APPEAR ON NEXT PAGE]**

**THIS COOPERATIVE ENDEAVOR AGREEMENT IS THEREFORE DONE AND PASSED** in multiple counterparts effective on \_\_\_\_\_, 2014, in the presence of the undersigned competent witnesses, who hereunto sign their names with the City, the IDB, the District and the Company.

CITY OF NATCHITOCHEs,  
STATE OF LOUISIANA

ATTEST:

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Council Administrator

(SEAL)

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

NATCHITOCHEs ECONOMIC  
DEVELOPMENT DISTRICT A,  
STATE OF LOUISIANA

By: \_\_\_\_\_  
Mayor, City of Natchitoches

ATTEST:

By: \_\_\_\_\_  
President, Natchitoches City Council

By: \_\_\_\_\_  
Council Administrator, City of Natchitoches

(SEAL)

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

[SIGNATURES CONTINUE ON NEXT PAGE]

INDUSTRIAL DEVELOPMENT BOARD OF  
THE CITY OF NATCHITOCHEs,  
LOUISIANA, INC.

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

NATCHITOCHEs GRAND HOTEL, LLC

WITNESSES:

By: \_\_\_\_\_  
Warren L. Reuther, Jr., Manager

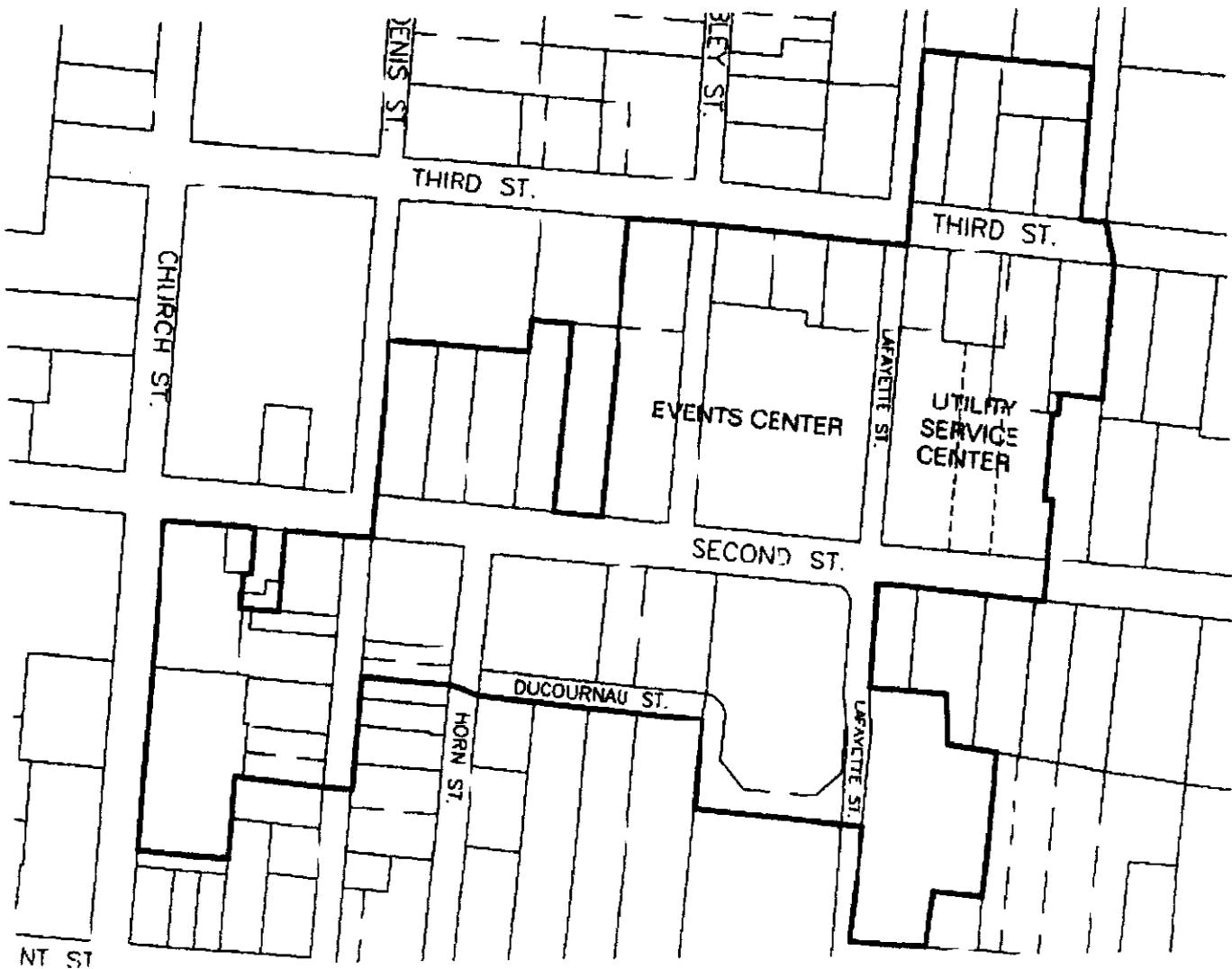
\_\_\_\_\_  
\_\_\_\_\_

EXHIBIT A  
to Cooperative Endeavor Agreement

BOUNDARIES AND MAP OF  
NATCHITOCHEES ECONOMIC DEVELOPMENT DISTRICT A

Beginning at a found 3/8 inch iron rod at the Northwest right of way intersection of Washington Street, Front Street and Lafayette Street, thence North 8 degrees 01 minute 48 seconds East along the West right of way of Washington Street a distance of 90 feet; thence North 78 degrees 14 minutes 22 seconds West a distance of 64.64 feet; thence North 9 degrees 21 minutes 26 seconds East a distance of 57.98 feet; thence North 82 degrees 11 minutes 22 seconds West a distance of 169.83 feet; thence South 12 degrees 51 minutes 50 seconds West a distance of 58.18 feet; thence South 12 degrees 8 minutes 8 seconds West a distance of 1.15 feet; thence North 86 degrees 39 minutes 01 seconds West a distance of 58.63 feet; thence South 9 degrees 3 minutes 16 seconds East a distance of 90.75 feet to the North right of way of Lafayette Street; thence westerly along the northern right of way of Lafayette Street to the Northeast corner of the intersection of Lafayette Street and Second Street; thence northerly along the eastern right of way of Second Street a distance of 183 feet; thence westerly across the right of way of Second Street to a point that is on the western right of way of Second Street and at the Northeast corner of property owned by the City of Natchitoches; thence North 85 degrees 32 minutes 45 seconds West a distance of 182.52 feet; thence North 3 degrees 51 minutes 39 seconds East a distance of 52.46 feet; thence North 86 degrees 28 minutes 5 seconds West a distance of 149.47 feet to the eastern right of way of Third Street; thence West across the right of way of Third Street to the western right of way of Third Street; thence southerly along the western right of way of Third Street to the Southwest corner of the intersection of Third Street and Buard Street; thence westerly along the southern right of way of Buard Street a distance of 150 feet; thence southerly a distance sufficient to intersect that point on the northerly right of way of Lafayette Street that is 157 feet from the Northwest corner of the intersection of Lafayette Street and Third Street; thence easterly along the northern right of way of Lafayette Street a distance of 157 feet to the Northwest corner of the intersection of Lafayette Street and Third Street; thence easterly across the right of way of Third Street to the Northeast corner of the intersection of Lafayette Street and Third Street; thence southerly along the eastern right of way of Third Street a distance sufficient to intersect the Southwest corner of the property comprising the Natchitoches Events Center; thence Westerly along the southern boundary of the property comprising the Natchitoches Events Center to a point on the western right of way of Second Street; thence in a southerly direction along the western right of way of Second Street a distance of 50 feet; thence North 84 degrees 39 minutes West a distance of 203.7 feet; thence South 5 degrees 21 minutes West a distance of 51.8 feet; thence South 84 degrees 44 minutes East a distance of 41.5 feet; thence in a southerly direction along the boundary between property of City of Natchitoches and the United States Post Office a distance sufficient to intersect the northern right of way of St. Denis Street; thence in an easterly direction along the northern right of way of St. Denis Street to the Northwest corner of the intersection of St. Denis Street and Second Street; thence easterly across Second Street to the Northeast corner of the intersection of St. Denis Street and Second Street; thence southerly across St. Denis Street to the Southeast corner of the intersection of St. Denis Street and Second Street; thence southerly along the eastern right of way of Second Street a distance of 70.6 feet; thence turn and on an interior angle of 90 degrees 15 minutes run easterly a distance of 90 feet; thence turn and on an interior angle of 90 degrees 39 minutes run southerly a distance of 48.67 feet; thence turn and on an interior angle of 86 degrees 50 minutes run westerly 17.75 feet ; thence turn and on an interior angle of 93 degrees 10 minutes run northerly a distance of 4.08 feet; thence turn and on an interior angle of 88 degrees 28 minutes run westerly a distance of 22 feet; thence turn and on an interior angle of 95 degrees 19 minutes run northerly a distance of 8.5 feet; thence turn and on an interior angle of 93 degrees 59 minutes run westerly a distance of 50 feet to the eastern right of way of Second Street; thence run southerly along the eastern right of way of Second Street to the Northeast corner of the intersection of Second Street and Church Street; thence run easterly along the northern right of way of Church Street to

a point that is 102 feet from the Northwest corner of the intersection of Church Street and Front Street; thence North 5 degrees 44 minutes 56 seconds East a distance of 108.05 feet; thence North 83 degrees 59 minutes 20 seconds West a distance of 95.80 feet; thence North 5 degrees 23 minutes 18 seconds East a distance sufficient to intersect the northern right of way of St. Denis Street; thence westerly along the northern right of way of St. Denis Street to a point that is on a line of the eastern right of way of Ducournau Street as extended; thence northerly along the line of the eastern right of way of Ducournau Street as extended to the Northeast corner of the intersection of Horn Street and Ducournau Street; thence continue northerly along the eastern right of way of Ducournau Street to a point that is on the southern boundary of property owned by the City of Natchitoches; thence South 80 degrees 56 minutes 53 seconds East a distance of 104.82 feet; thence South 8 degrees 29 minutes 30 seconds West a distance sufficient to intersect the northern right of way of Lafayette Street; thence easterly along the northern right of way of Lafayette Street to the Northwest corner of the intersection of Washington Street, Front Street and Lafayette Street, being the point of beginning.



NT ST

**EXHIBIT B**  
**to Amending Ordinance**

**PROPERTY DESCRIPTION**

**EXHIBIT B**  
**to Cooperative Endeavor Agreement**

**DESCRIPTION AND HOTEL PROJECT BUDGET**

The Hotel Project consists of the acquisition, construction and equipping of an approximately 87-room hotel facility to be located within the geographical boundaries of the City at the southeast intersection of Second St. and Lafayette St., adjacent to the Natchitoches Event Center, to be known as the Sweet Magnolia Hotel. The overall Hotel Project Budget is as follows:

|   |                |
|---|----------------|
| <b>Hotel Development - Cost Estimate</b>              |                |
| <b>\$000's</b>  |                |
| <b>Building Construction</b>                          | <b>\$7,000</b> |
| <b>Furniture, Fixtures &amp; Equipment (FF&amp;E)</b> | <b>1,169</b>   |
| <b>Appraisals, Overhead, Contingency, etc.</b>        | <b>175</b>     |
| <b>Architectural &amp; Interior Design</b>            | <b>250</b>     |
| <b>Special Systems</b>                                | <b>240</b>     |
| <b>Pre-operating Costs</b>                            | <b>125</b>     |
| <b>Capitalized Construction Interest</b>              | <b>207</b>     |
| <b>Legal &amp; Closing Costs</b>                      | <b>190</b>     |
| <b>Initial Working Capital</b>                        | <b>144</b>     |
|   | -----          |
| <b>Total Project Cost</b>                             | <b>9,500</b>   |
| <b>Contributed Land *</b>                             | <b>300</b>     |
|   | -----          |
| <b>Total Project Cost Including Land</b>              | <b>\$9,800</b> |
|   | =====          |

\* Land value – per appraisal dated May 2013.

**LEGAL DESCRIPTION OF HOTEL PROJECT SITE**

That certain tract of ground shown, together with all buildings and improvements situated thereon, located in the City and Parish of Natchitoches, being more fully shown and depicted as Tract "A-1A" on a plat of survey by Robert L. Davis, dated February 9, 2010.

**[ADDITIONAL DESCRIPTION TO COME]**

**LEGAL DESCRIPTION OF PARKING PROJECT SITE**

**(a parcel with dimensions of approximately 165' x 200',  
located at northwest intersection of Third St. and Lafayette St.)**

That certain tract, piece, or parcel of ground, with all buildings and improvements thereon situated, located in the City and Parish of Natchitoches, Louisiana, and being shown and depicted as a 0.760 acre, more or less, tract on a plat of survey by Robert Lynn Davis, P.L.S., dated July 7, 2009 and encaptioned "Survey Showing A Lot on Third Street Located in the City of Natchitoches, Natchitoches Parish, Louisiana," and being more particularly described thereon as follows, to-wit:

Beginning at the Northwest corner of the intersection of Lafayette Street and Third Street, thence North 83 degrees 53 minutes 00 seconds West, along the northern right of way of Lafayette Street, a distance of 165 feet; thence North 5 degrees 38 minutes 00 seconds East a distance of 200.54 feet to the southern right of way of Buard Street; thence South 83 degrees 53 minutes 09 seconds East, along the southern right of way of Buard Street, a distance of 165 feet to the Southwest corner of the intersection of Buard Street and Third Street; thence South 5 degrees 38 minutes 00 seconds West, along the western right of way of Third Street, a distance of 200.55 feet to the point of beginning.

EXHIBIT C  
to Cooperative Endeavor Agreement

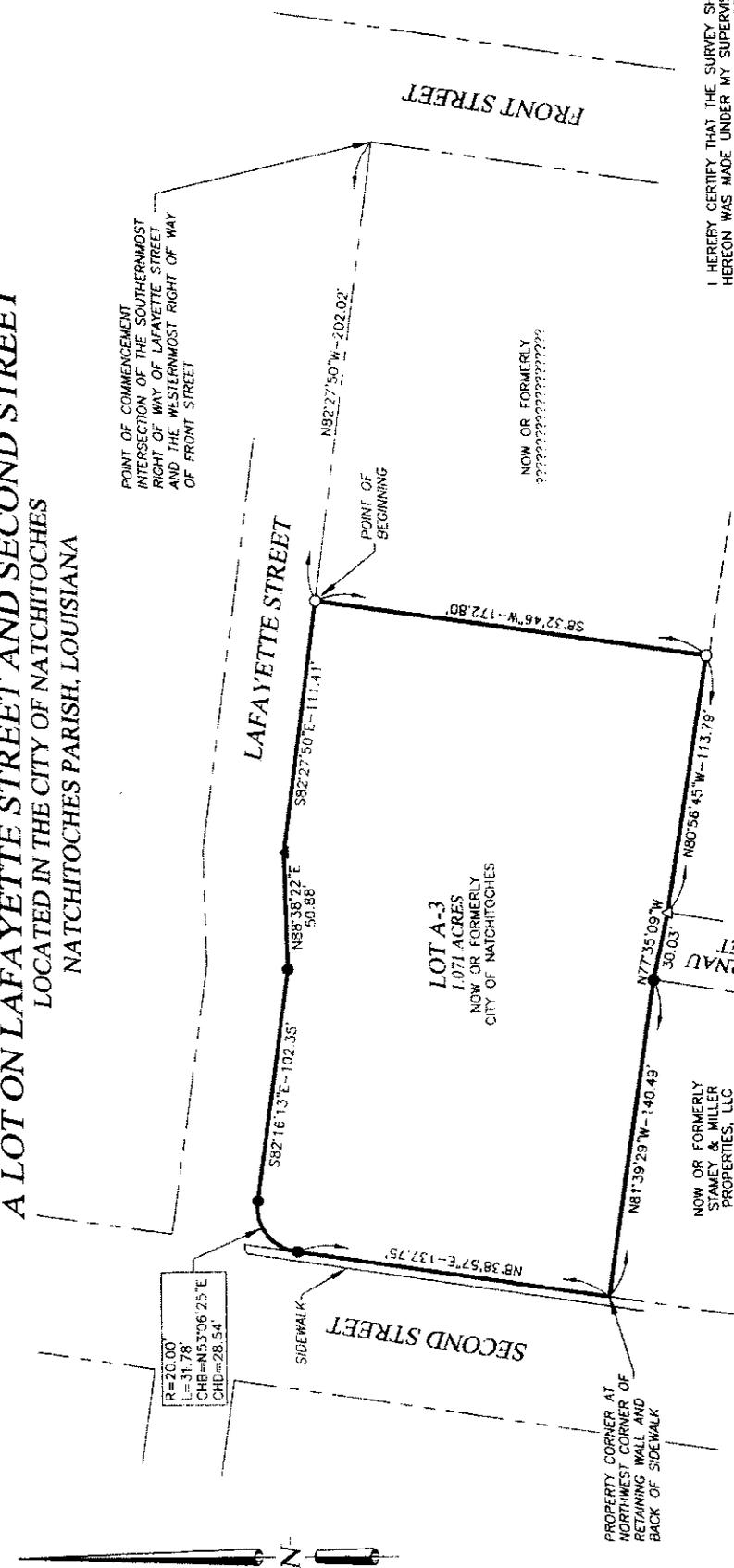
ESTIMATED DEBT SERVICE SCHEDULE OF CITY NOTE

| Principal Amount: \$ 2,000,000          |                  | Interest Rate Year 1-10: 4.30%               |                   | Interest Rate Year 11-15: 4.30%              |                     |                   |
|---|------------------|--|-------------------|--|---------------------|-------------------|
| Dated Date: 01-Dec-2014                 |                  | Denominations: \$1,000                       |                   | Average Life: 9.455000 years (from delivery) |                     |                   |
| 1st Interest Payment Date: 01-Jun-2015  |                  | Net Interest Cost: 4.300000% from dated date |                   | Accrued Interest: None                       |                     |                   |
| 1st Principal Payment Date: 01-Dec-2016 |                  |  |                   |  |                     |                   |
| Delivery Date: 01-Dec-2014              |                  |  |                   |  |                     |                   |
| Payment Date                            | Principal Due    | Interest Rate (1)                            | Interest Due (2)  | Semi-Annual Debt Service                     | Annual Debt Service | Principal Balance |
| 01-Jun-2015                             |                  |  | 43,000.00         | 43,000.00                                    |                     | 2,000,000.00      |
| 01-Dec-2015                             |                  |  | 43,000.00         | 43,000.00                                    | 86,000.00           | 2,000,000.00      |
| 01-Jun-2016                             |                  |  | 43,000.00         | 43,000.00                                    |                     | 2,000,000.00      |
| 01-Dec-2016                             | 99,000           |  | 43,000.00         | 142,000.00                                   | 185,000.00          | 1,901,000.00      |
| 01-Jun-2017                             |                  |  | 40,871.50         | 40,871.50                                    |                     | 1,901,000.00      |
| 01-Dec-2017                             | 104,000          |  | 40,871.50         | 144,871.50                                   | 185,743.00          | 1,797,000.00      |
| 01-Jun-2018                             |                  |  | 38,635.50         | 38,635.50                                    |                     | 1,797,000.00      |
| 01-Dec-2018                             | 108,000          |  | 38,635.50         | 146,635.50                                   | 185,271.00          | 1,689,000.00      |
| 01-Jun-2019                             |                  |  | 36,313.50         | 36,313.50                                    |                     | 1,689,000.00      |
| 01-Dec-2019                             | 113,000          |  | 36,313.50         | 149,313.50                                   | 185,627.00          | 1,576,000.00      |
| 01-Jun-2020                             |                  |  | 33,884.00         | 33,884.00                                    |                     | 1,576,000.00      |
| 01-Dec-2020                             | 118,000          |  | 33,884.00         | 151,884.00                                   | 185,768.00          | 1,458,000.00      |
| 01-Jun-2021                             |                  |  | 31,347.00         | 31,347.00                                    |                     | 1,458,000.00      |
| 01-Dec-2021                             | 123,000          |  | 31,347.00         | 154,347.00                                   | 185,694.00          | 1,335,000.00      |
| 01-Jun-2022                             |                  |  | 28,702.50         | 28,702.50                                    |                     | 1,335,000.00      |
| 01-Dec-2022                             | 129,000          |  | 28,702.50         | 157,702.50                                   | 186,405.00          | 1,206,000.00      |
| 01-Jun-2023                             |                  |  | 25,929.00         | 25,929.00                                    |                     | 1,206,000.00      |
| 01-Dec-2023                             | 134,000          |  | 25,929.00         | 159,929.00                                   | 185,858.00          | 1,072,000.00      |
| 01-Jun-2024                             |                  |  | 23,048.00         | 23,048.00                                    |                     | 1,072,000.00      |
| 01-Dec-2024                             | 140,000          |  | 23,048.00         | 163,048.00                                   | 186,096.00          | 932,000.00        |
| 01-Jun-2025                             |                  |  | 20,038.00         | 20,038.00                                    |                     | 932,000.00        |
| 01-Dec-2025                             | 171,000          |  | 20,038.00         | 191,038.00                                   | 211,076.00          | 761,000.00        |
| 01-Jun-2026                             |                  |  | 16,361.50         | 16,361.50                                    |                     | 761,000.00        |
| 01-Dec-2026                             | 178,000          |  | 16,361.50         | 194,361.50                                   | 210,723.00          | 583,000.00        |
| 01-Jun-2027                             |                  |  | 12,534.50         | 12,534.50                                    |                     | 583,000.00        |
| 01-Dec-2027                             | 186,000          |  | 12,534.50         | 198,534.50                                   | 211,069.00          | 397,000.00        |
| 01-Jun-2028                             |                  |  | 8,535.50          | 8,535.50                                     |                     | 397,000.00        |
| 01-Dec-2028                             | 194,000          |  | 8,535.50          | 202,535.50                                   | 211,071.00          | 203,000.00        |
| 01-Jun-2029                             |                  |  | 4,364.50          | 4,364.50                                     |                     | 203,000.00        |
| 01-Dec-2029                             | 203,000          |  | 4,364.50          | 207,364.50                                   | 211,729.00          | 0.00              |
| <b>TOTALS</b>                           | <b>2,000,000</b> |  | <b>813,130.00</b> | <b>2,813,130.00</b>                          | <b>2,813,130.00</b> |                   |

(1) The rate for the first ten years is 4.30%, and the ASSUMED rate for the next five years is 4.30%. The actual rate beginning June 1, 2024 will be determined based on the formula set forth in Ordinance 015 of 2015, authorizing the Note, and could be as high as 8% per annum.

(2) Interest due prior to project completion will depend on the dates and amount of principal draws on the Note. Amounts shown above are calculated as if the full principal amount will be drawn at closing.

**SURVEY SHOWING**  
**A LOT ON LAFAYETTE STREET AND SECOND STREET**  
**LOCATED IN THE CITY OF NATCHITOCHEES**  
**NATCHITOCHEES PARISH, LOUISIANA**



I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY SUPERVISION AND IS IN ACCORDANCE WITH THE CURRENT APPLICABLE STANDARDS OF PRACTICE FOR A CLASS "B" SURVEY, AS REQUIRED BY THE LOUISIANA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS & LAND SURVEYORS, AND THAT NO ENCROACHMENTS WERE VISIBLE, OTHER THAN THOSE SHOWN TO THE BEST OF MY KNOWLEDGE.

**PRELIMINARY**  
 ROBERT LYNN DAVIS, P.L.S. NO. 4820  
 PROFESSIONAL LAND SURVEYOR

DESCRIPTION: COMMENCING AT THE INTERSECTION OF THE SOUTHERNMOST RIGHT OF WAY OF LAFAYETTE STREET AND THE WESTERNMOST RIGHT OF WAY OF FRONT STREET, IN THE CITY OF NATCHITOCHEES, NATCHITOCHEES PARISH, LOUISIANA, RUN N82°27'50"W - 202.02', TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LOT; THENCE RUN S8°32'46"W - 172.80'; THENCE RUN N80°56'45"W - 113.79'; THENCE RUN N77°35'09"W - 30.03'; THENCE RUN N81°39'29"W - 140.49'; THENCE RUN N88°38'22"E - 137.75'; THENCE RUN ALONG A CURVE TO THE RIGHT, CONVEX TO THE EAST, HAVING A RADIUS OF 20.00', A LENGTH OF 31.78', A CHORD BEARING OF N53°06'25"E, AND A CHORD DISTANCE OF 26.54'; THENCE RUN S82°16'13"E - 102.35'; THENCE RUN OF N53°06'25"E - 50.88'; THENCE RUN S82°27'50"E - 111.41' BACK TO POINT OF BEGINNING, CONTAINING 1.071 ACRES MORE OR LESS.

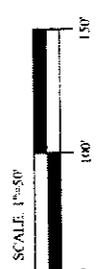
NOW OR FORMERLY  
 EDITH M. HORTON &  
 JANITH C. FREDRICK

NOW OR FORMERLY  
 STAMET & MILLER  
 PROPERTIES, LLC

NOW OR FORMERLY  
 ??????????????????????

- NOTES:
1. BEARINGS ARE BASED ON RECORD BEARINGS AS SHOWN ON PLAT FOR HOTEL ST. DENIS, LLC BY ROBERT LYNN DAVIS, P.L.S. DATED SEPTEMBER 18, 2008. EXCEPT AS SPECIFICALLY SHOWN OR STATED ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING: UTILITY LOCATIONS, ZONING, RESTRICTIVE COVENANTS, SETBACKS, IMPROVEMENTS OR EASEMENTS.
  2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THIS SURVEYOR.
  3. THIS SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.

- LEGEND:
- = FND. 1/2" IRON ROD.
  - = SET 1/2" IRON ROD.
  - △ = FND. "X" CHIPPED IN CONC.
  - △ = CHIPPED "X" IN CONCRETE.



**EXHIBIT C**  
**to Amending Ordinance**

**MANAGEMENT AND OPERATIONS AGREEMENT**

**MANAGEMENT AND OPERATION'S AGREEMENT**  
**FOR THE NATCHITOCHEES EVENT CENTER**

This Management and Operation's Agreement ("Agreement"), made and entered into as of May \_\_, 2014 by and between the City of Natchitoches ("City"), a Louisiana Municipality with offices at 700 Second Street, Natchitoches, Louisiana, 71457 and Convention Center Management, LLC ("Convention Center Management"), a Louisiana Limited Liability Company with offices at 535 Tchoupitoulas Street, New Orleans, Louisiana, 70130.

WITNESSETH

WHEREAS, the City is the owner of a certain facility for public gatherings known as the Natchitoches Event Center, 750 Second Street, Natchitoches, Louisiana, 71457, hereinafter referred to as the "Location"; and

WHEREAS, Convention Center Management is in the business of providing management and operation and marketing services to facilities such as the Location and possesses the knowledge and expertise to manage and market the Location; and

WHEREAS, the City is desirous of having Convention Center Management provide said management and marketing services, and Convention Center Management desires to accept such engagement on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1  
DEFINITIONS

Words and terms not defined elsewhere in this Agreement shall, except as the context otherwise requires, have the following meanings:

"Capital Improvements" shall mean improvements resulting in a substantial improvement, enlargement or betterment to the Location, including improvements which: (i) result in a material physical addition to the Location; (ii) are made to adapt the Location to a new or different use not consistent with how the Location was used at the time it was placed in service; or (iii) materially increase the capacity, productivity (including extending the useful life of the Location), efficiency, strength, or quality of the Location.

"Maintenance Expenses" shall mean expenditures incurred for maintenance and

equipment servicing, including expenditures for repairs (including the cost of replacement property required as part of the repair) incurred and arising as a result of the ordinary use of the location which are necessary to keep the Location in its ordinary operating condition. For this purpose, Maintenance Expenses include the repair and replacement of property in the Location with comparable and reasonable replacement property but not for replacement property that results in a substantial improvement or addition to the original condition or capacity of the Location.

“Revenue” is defined as the total amount received by Convention Center Management or any other person or entity operating on its behalf from third parties, directly or indirectly, arising out of or connected with and on behalf of the Location, including, without limitation, transactions for cash, credit and credit card sales, less applicable taxes.

## ARTICLE 2 CONTRACT OF CONVENTION CENTER MANAGEMENT, LLC

The City hereby contracts with Convention Center Management as an independent contractor for the purpose of performing the services described in this Agreement. Subject to the terms and conditions set forth herein, Convention Center Management agrees to provide facility’s management, operations, and convention marketing services in accordance with this Agreement, and consistent with policies approved by City. Convention Center Management agrees to use its best efforts to maximize revenues from use of the Location, including, but not limited to marketing and sales, event production, and promotion of conventions and otherwise managing and operating the Location in accordance with this Agreement. In conducting such services, Convention Center Management hereby acknowledges and agrees that it has a fiduciary obligation to the City. City acknowledges that it expects Convention Center Management to operate the Location with sound business practices and industry standards. Both City and Convention Center Management agree that the operation will require financial subsidy from the City. Convention Center Management will work in good faith to minimize annual financial subsidy requirements.

The parties to this Agreement acknowledge that the City will retain title, ownership of and access to the Location, including but not limited to technical equipment, furniture, displays, fixtures, and similar property, including improvements made during the term at the Location and that Convention Center Management will not acquire title to, any security interest in, or any rights of any kind in or to the Location, including, but not limited to, any income, receipts or revenues therefrom.

**ARTICLE 3  
COMMENCEMENT DATE AND TERM**

This Agreement shall be for a term of five (5) years, commencing on \_\_\_\_\_ (the "Commencement Date") and expiring on \_\_\_\_\_, unless earlier terminated as set forth herein. In addition to the primary term, this Agreement will automatically renew for an additional five-year (5) period in accordance with the terms and conditions herein, unless either party gives a six-month (6) notification of its intent not to proceed with the five-year (5) option.

**ARTICLE 4  
MANAGEMENT AND OPERATION'S AGREEMENT**

**4.1 Provision of Services**

During the term and any renewal term of this Agreement, Convention Center Management shall provide the City with the services set forth below.

**4.2 Grant to Convention Center Management**

During the term and any renewal term of this Agreement, City grants to Convention Center Management the right to management, market, promote, operate and maintain the Location, and, subject to City's approval, the exclusive right to sell sponsorship projects and advertising at the Location, subject to state, local and federal law, and the City's right to terminate this Agreement as provided herein. In granting Convention Center Management the right to market, promote, operate and maintain the Location, as well as the right to sell sponsorship, Convention Center Management shall maintain the dignity of the Location.

**4.3 Convention Center Management's Responsibilities**

For the term of this Agreement and any renewal period, Convention Center Management will assume management and operational responsibilities which will include, but not be limited to, the obligations set forth below. It is understood and agreed that, as to the accomplishment of any obligation or obligations set forth below, wherein Convention Center Management, in order to fulfill its hereinafter obligation or obligations, requires certain services necessary in operation of the Location or material, Convention Center Management shall have the authority to either employ as its employees all persons to perform such services or may contract with a third party for the performance of such services, provided however, that any such subcontract shall not relieve Convention Center Management of its obligations to the City to perform all of the duties and responsibilities imposed under this Agreement. All subcontracts shall provide that the City, in the event the City terminates this Agreement, may assume at the City's option management's rights and obligations under such subcontract by written notice to such subcontractor. Convention Center Management will make every effort to

make purchases from local vendors and merchants, and to give preference to local contractors as long as said purchases and the cost thereof is competitive with non-local vendors, suppliers and merchants.

#### 4.4 Marketing and Promotion

Convention Center Management shall direct all marketing activities which shall be undertaken so as to maximize the use of the Location by all persons, including independent promoters and affiliates of Convention Center Management so as to provide maximum revenue for the Location and accessibility of the public to the Location. Convention Center Management will conduct a promotional campaign for the Location in accordance with a plan for promotion which shall be prepared and submitted to City for approval by City. The plan for promotion shall be reviewed and updated at least once each year with the proposed update delivered for approval simultaneously with the delivery of the annual budget for the Location. Convention Center Management shall be responsible for insuring that appropriate programs are booked into the Location and that suitable media coverage is obtained, and shall coordinate such efforts with the City.

#### 4.5 Scheduling

Convention Center Management shall develop and maintain all schedules for events held at the Location, and scheduling shall be accomplished in accordance with applicable law, in a manner to maximize the use of the Location as to provide maximum revenue and accessibility for the public to the Location. Convention Center Management shall use an Event Rental Agreement acceptable and approved in form by the City. The parties understand and agree that Convention Center Management shall be empowered to negotiate Rental Agreements which may deviate from the standard rental rate, when such negotiation is deemed to be in the best interest of the City. Convention Center Management agrees to honor the events previously scheduled to take place at the Location as of the date of this Agreement and incorporated into this Agreement as Exhibit A (List of Scheduled Events), unless Convention Center Management is able to rebook the scheduled event, with the written consent of the client, into the Natchitoches Grand Hotel in order for the Natchitoches Events Center to accommodate a larger event. Convention Center Management also agrees to accommodate traditional groups and the timeframe of these events as detailed in Exhibit A-1(Traditional Groups).

#### 4.6 Annual Budget

As part of the Business Plan referenced in Paragraph 4.24 and Article 5 hereof, Convention Center Management shall prepare and develop an annual budget, as defined below, which shall be submitted to the City for approval each year for the following contract year. To the extent possible, the goals of the Business Plan shall be reflected in the annual budget. Convention Center Management will cooperate and work with the City to insure that the annual budget meets the reasonable requirements

and expectations of the City. The Budget shall at a minimum include the following projections: (i) Revenues; (ii) Operating Expenses; (iii) Maintenance Expenses, and (iv) Expenses for Capital Improvements. The City will adopt the annual budget for the Location at the same time as the City adopts its entire budget, and at no time shall the City be responsible for expenses in excess of the approved budget unless requested by Convention Center Management and approved in writing by the City. The budgeted sum annual financial subsidy shall be paid by the City in equal monthly installments, subject to an adjustment at the end of each fiscal year based on the actual difference between revenues and expenditures.

#### 4.7 Concessions

Convention Center Management will have the right to supervise or provide for concession services at the Location for the sale through manual service, vending machines and other methods (collectively, the "Concessions", of the commodities and services set forth in Subsections (i) through (iii) hereof (the "commodities"), or supervise the conduct of the Concessions by third parties, subject to the City's prior reasonable approval:

- (i) Foods of all kinds, including candies, cooked foods, prepared foods, ready-to-serve foods, sweets, desserts, ice cream and popcorn;
- (ii) Beverages of all kinds, including alcoholic beverages, to the extent they may legally be sold now, or hereafter may become legally able to be sold, in accordance with applicable laws, ordinances, rules and regulations; and
- (iii) T-shirts, programs, souvenirs and other "novelty items" (collectively "novelties").

In addition to the foregoing, Convention Center Management shall subcontract and in such event, shall supervise the provision of catering services at the Location, by caterers selected by Convention Center Management, subject to the City's approval, which shall not be unreasonably withheld. Convention Center Management agrees to honor catering commitments previously entered into as of the date of this Agreement and incorporated into this Agreement as Exhibit C (List of Catering Commitments).

#### 4.8 Location Maintenance

Convention Center Management shall be responsible for the performance of all minor maintenance of the Location and its facilities; provided, that such responsibilities shall be limited to ordinary and routine maintenance. Any anticipated repairs or maintenance which, if performed, would cause expenditures in excess of the annual approved budget for maintenance and repairs shall be subject to prior written approval and funding by the City.

#### 4.9 Custodial and Cleaning Services

Convention Center Management shall perform or cause to be performed all routine cleaning and janitorial services at the Location.

#### 4.10 Pest Control

Pest Control services shall be provided pursuant to an existing contract Convention Center Management has with a pest control company. Convention Center Management shall be reimbursed by the City and the charge for said services shall be considered as an operation expense; or the City shall direct all necessary pest control services, whether performed by the City or a pest control service engaged by the City.

#### 4.11 Trash Removal

Convention Center Management shall direct removal of all trash from the Location and agrees that it shall not permit any employee, concessioner or caterer to place refuse outside the buildings on the Location adjacent to the kitchen area, except in designated trash containers, the locations of which shall be approved by the City. Convention Center Management will enter into a solid waste disposal contract with the City, and the cost of this contract will be considered an operation expense or in the alternative, the City will continue the removal and disposal of trash under the terms currently in place.

#### 4.12 Operational Services

Convention Center Management shall direct all services required to stage (set up and tear down) the location for each event, including, but not limited to, services involving the setting of tables, chairs, decorative curtains, electrical distribution, sound system, lighting system, stage rigging, dressing area, stage equipment, loading in and loading out. Convention Center Management shall hire and manage all management and sales staff, operations personnel, ushers and other personnel required for the operation of the Location.

#### 4.13 Ticket Sales

Convention Center Management, at its option, shall direct all aspects of ticket sales for events and activities, including computerized tickets. Ticket sales services shall include ordering, selling, and accounting for tickets, reporting ticket revenues for a given event for each user of the Location, cash and credit card processing, complete auditing and accounting for each event, and providing an accounting of the event income and expenses within fifteen (15) days after each event is held. Ticketing services provided shall be selected by Convention Center Management subject to

approval by the City, which shall not be unreasonably withheld. All discounts and rebates accruing to the Location from the sale of tickets through any vendor shall be for the benefit of the Location.

#### 4.14 Security

Convention Center Management shall arrange for security for events at the Location. Such security may be provided by Convention Center Management or by client event contract, in its discretion.

#### 4.15 Licences and Permits

Convention Center Management shall obtain and maintain all licenses and permits necessary for management and operation of the Location, subject to State, local and Federal laws for the granting of such licenses and permits.

#### 4.16 Revenues, Bank Accounts and Payment of Operating Expenses

Convention Center Management shall be responsible for the collection of all Revenues and payment of Operating Expenses, as defined in Exhibit D, including payment and remittance of applicable sales taxes. Convention Center Management shall establish a commercial bank account in the City of Natchitoches, separate from any other accounts that Convention Center Management may have, which shall be for the exclusive use of Revenues from the sale of tickets to the events at the Location, and all other receipts and disbursements related to this Agreement. Revenues from the sale of tickets to events at the Location shall be deposited by Convention Center Management in the Account. After payment from such ticket sales Revenues of all event-related expenses, and within five (5) working days after the end of the event, Convention Center Management shall transfer the remaining event ticket sales Revenues to the Operating Account. All other Revenues generated by use of the Location and collected by Convention Center Management shall be deposited in the Account. Convention Center Management is authorized to make disbursements from the Account to promoters or performers in any amount due the performer or promoter as per contracts with them and to pay budgeted Operating Expenses from the Account. The City shall be authorized at any time to obtain information and records from the bank concerning such Accounts and to inspect the same. It shall be an Event of Default as defined below, entitling the City to terminate this Agreement, if Convention Center Management withdraws any money from the Account except in accordance with this Agreement. Interest accrued in these Accounts shall be Revenue to the Location. At termination of this Agreement, Convention Center Management shall reimburse the City for the balance held in the above two Accounts on the day of termination.

#### 4.17 Staffing

All Location staff will be in the employment of Convention Center Management unless an exception is made to those current employees who have 3.5 years or less to become vested in the City retirement program as of the date of this Agreement. Once vested, these employees will be in the employment of Convention Center Management. All employee expenses will be considered Operating Expenses of the Location except as to those employees having responsibilities and/or performing duties on behalf of any entity other than the Location, and as to such employees, commencing with the effective date of this Agreement, the City will pay a pro-rata portion based upon the services provided by the individual employee, not to exceed one-half of the employees' compensation unless requested by Convention Center Management and approved in writing by the City.

#### 4.18 Concessions Supervision

Convention Center Management shall be responsible for overseeing and coordinating the activities of the food, beverage and other concessionaires authorized to operate at the Location.

#### 4.19 Additional Duties

Convention Center Management shall also be required to provide, on a timely basis, information, data, and solutions to project issues as may be reasonably requested by the City, together with such other services consistent herewith as the City may reasonably require.

#### 4.20 Use of City Equipment/Services/Utilities

Convention Center Management will use City owned or leased equipment at the Location in performance of its obligations hereunder. The City and Convention Center Management will conduct an inventory of all equipment to be used by Convention Center Management during the term of this Agreement prior to the Commencement Date of the Agreement. A copy of this inventory shall be attached to this Contract as Exhibit B. All City services presently provided by the City to the Location will continue for the duration of this Agreement. Utilities will remain in the name of the City and will be considered an operating expense or, in the alternative, will continue under the terms currently in place.

#### 4.21 Expenditures from Operating Fund

Any equipment and unused supplies purchased with funds from Convention Center Management's Operating Account, at the termination date of this Agreement shall become the property of the City and Convention Center Management shall transfer any applicable title and ownership rights to the City.

#### 4.22 Written Powers Reserved to the City

The City shall have the right of prior written approval in connection with the following:

- A. The Annual Budget and Business Plan, and
- B. Acceptance of sponsors, display advertising and naming rights for the Location;

#### 4.23 Relationship of Parties

Convention Center Management is an independent contractor of the City and shall not be deemed to be an employee, joint venture, or partner of the City. The authority of Convention Center Management shall be limited to those matters which are specifically addressed in this Agreement.

#### 4.24 Business Plan

Convention Center Management shall update the Business Plan on an annual basis, and shall deliver the same to the City simultaneously with the delivery of the annual budget. The Business Plan shall in no way become a performance obligation for either the City or Convention Center Management, but shall serve as a management blue print to monitor Convention Center Management's performance.

### ARTICLE 5 ANNUAL BUDGET AND BUSINESS PLAN

#### 5.1 Delivery

On February 1 of each year of this Agreement, or any renewal thereof, Convention Center Management shall submit to the City a proposed annual Operating Financial Projection and Business Plan for the ensuing year, listing all projected Revenues and Operating Expenses by category. The proposed annual Budget and Business Plan shall include a proposed rent structure for events expected to take place in the Location for the ensuing Fiscal Year, broken down, if necessary, by types of events to be held at the Location.

## 5.2 Review of Budget

The Proposed Annual Budget and Business Plan shall be reviewed by the City in accordance with the City's Budget development schedule. On approval by the City, which approval shall be granted or refused in the City's sole discretion, the proposed Annual Budget shall become the final Annual Budget and Business Plan (the "Annual Budget") for the Fiscal Year. It is understood and agreed that if the City objects to the proposed Annual Budget and Business Plan, or any part thereof, the City shall be obligated to promptly respond to each such objection and revise the proposed Annual Budget and Business Plan in connection therewith. The City will adopt the proposed Annual Budget and Business Plan at the same time that it adopts the Budget for all other Departments in the City.

## 5.3 Revision of Annual Budget

Convention Center Management and the City may revise the annual Budget and Business Plan at any time by mutual written agreement in accordance with applicable State of Louisiana, Department of Audit Standards and applicable State Statutes governing municipal budgeting.

## 5.4 Financial Statements

Convention Center Management shall deliver to the City within twenty-five (25) days after the end of each successive calendar month and additionally within forty-five (45) days after the end of each Fiscal Year, a true and correct financial statement, certified as true and correct by an officer of Convention Center Management, of all Revenues and Operating Expenses of the preceding calendar month and Fiscal Year, together with any requested supporting documentation requested by the City. Convention Center Management will also, upon request from the City, make available at least annually, all financial records related to this contract for the City or its representative to conduct an Agreed Upon Procedures Engagement to assist the City to obtain reasonable assurance about whether the reporting referred to above are free from material misstatement.

## ARTICLE 6 MANAGEMENT FEE

Convention Center Management will manage the Location for the City of Natchitoches for a Management Fee of Five Thousand and No/100 (\$5,000.00) Dollars per month beginning on the first day of the month following ground breaking on the Natchitoches Grand Hotel.

The Management Fee will increase to Seven Thousand Five Hundred and No/100

(\$7,500.00) Dollars per month once the hotel is open and will continue for a term of five (5) years, with a five-year (5) option which will automatically renew at a fee of Eight Thousand Five Hundred and No/100 (\$8,500.00) Dollars per month, unless either party gives a six-month (6) notification of its intent not to proceed with the five-year (5) option.

## ARTICLE 7 MARKETING

The City will provide up to Fifty Thousand and No/100 (\$50,000.00) Dollars for marketing of events utilizing the Location. This commitment for marketing funds by the City shall be reduced by the amount of any marketing funds made available to Convention Center Management from any other source, including, but not limited to, Natchitoches Parish Tourist Commission and/or Natchitoches Historic District Development Commission.

## ARTICLE 8 CONCESSIONS

Convention Center Management shall cause the Concessions to be operated and conducted so that all persons who patronize the Location shall always be promptly and satisfactorily served. All foods and beverages sold shall be the highest standard of quality and purity for the type of food or beverage provided, shall be stored and handled at all times consistent with excellent standards of sanitation, preservation and purity, shall always be well prepared and satisfactorily served, and shall always conform to the requirements of all applicable Federal, State and Municipal Laws, Statutes, Ordinances and Regulations. Unless disclosed in accordance with applicable law, no imitation, adulterated or misbranded commodity shall be stored, displayed or sold by Convention Center Management or any concessionaire. The quality, quantity, price and brands of all items of food, liquor, beer, and other items to be sold shall be determined by Convention Center Management consistent with the standard of operation required by Section 10.3 hereof.

## ARTICLE 9 MAINTENANCE AND IMPROVEMENTS

### 9.1 Additional Capital Improvements and Equipment

From time-to-time, it may be desirable to consider additional capital improvements and the purchase of additional equipment for the Location. At any time Convention Center Management or the City may request a meeting to confer to consider the advisability of any additional capital improvements and additional equipment. The City must approve, in writing, any additional equipment or capital improvement expenditure.

## 9.2 Equipment Maintenance

Convention Center Management shall maintain and repair all equipment necessary for the proper operation of the Location in accordance with the annual Budget and all manufacturer's warranty and preventive maintenance requirements, and the cost thereof shall be an Operating Expense.

## 9.3 Ordinary Maintenance

Convention Center Management will be responsible for the ordinary housekeeping and cleaning of the Location and all equipment.

# ARTICLE 10 GENERAL TERMS AND CONDITIONS

## 10.1 Representation of the City

The City hereby represents and warrants to Convention Center Management as an inducement to Convention Center Management entering into this Agreement, that it is the City's intent that the Location will be permitted to be open to the paying public on a daily basis in a manner consistent with industry practices.

## 10.2 Representation of Convention Center Management

Convention Center Management hereby represents and warrants to the City on its own behalf and on behalf of its shareholders, officers, directors and employees, that Convention Center Management is fully capable of providing services as outlined in this Agreement.

## 10.3 Standard of Operation

Convention Center Management represents and warrants to the City that it shall maintain an efficient and high quality operation at the Location comparable to facilities similar to those of the Location.

## 10.4 Accounting Records, Reports and Practices

- (i) Convention Center Management shall maintain accounting records relating to the Location using accounting practices in accordance with generally accepted accounting principals and consistently applied;
- (ii) Convention Center Management shall establish internal financial control policies and practices which are in accordance with generally accepted standards in the industry and reasonably acceptable to the City;

- (iii) The City shall have unlimited access to all accounting records and supporting documentation of Convention Center Management relating to the Location during the term and any renewal term of his Agreement, and for a period of three (3) years thereafter. Such right to access shall be exercised in a reasonable manner; and
- (iv) Convention Center Management shall maintain accounts in a manner which will allow budget reporting of expenditures in categories as specified by the Louisiana Legislative Auditors, and which shall allow a profit and loss statement to be extracted pertaining to the operation.

#### 10.5 Default, Right to Cure, Consent to Jurisdiction and Waiver of Jury Trial

It shall be an Event of Default ("Event of Default") hereunder if either party hereto:

- (i) Fails to pay or deposit sums due by one party to the other within seven (7) days after written notice by the other of such failure; or
- (ii) Fails to perform or comply with any other obligation of such party hereunder within thirty (30) days after written notice by the other of such failure (which notice shall specify in sufficient detail, the specific circumstances so as to give the defaulting party adequate notice and the opportunity to cure the same); provided, however, that if the default is of a nature that it cannot be cured within thirty (30) days, then the defaulting party shall not be deemed in default hereunder if it commences to cure the default within ten (10) days after the effective date of the notice of such default and diligently proceeds to cure such default within ninety (90) days after the effective date of notice. Upon failure to cure an Event of Default within the above stated time period, the non-defaulting party shall terminate the Contract with written notice to the defaulting party.

#### 10.6 Jurisdiction

The parties do hereby irrevocably submit to the jurisdiction of the State of Louisiana. Venue for state actions shall be in Natchitoches Parish, Louisiana; and venue for federal actions shall be in the Western District of Louisiana for issues arising out of or relating to this Agreement, or any other document evidencing the transaction or contemplated by this Agreement; and, the parties do hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such Louisiana State or Federal Court. The parties hereby irrevocably waive, to the fullest extent such party may effectively do so, the defense of any inconvenient forum to the maintenance of such action or proceeding, and agree that any such action or proceeding in the Courts and venues set forth above. The parties agree that a

judgment final by appeal or expiration of time to appeal without an appeal being taken in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law. The specific remedies to which the parties may resort hereunder are cumulative and are not intended to be exclusive of any other remedies or means of redress at law or in equity to which such party may be lawfully entitled in case of breach of this Agreement.

#### 10.7 Employment Matters

In connection with the employment of its employees, Convention Center Management shall pay all applicable Social Security, unemployment, workers' compensation or other employment taxes or contributions of insurance, and shall comply with all Federal and State laws and regulations relating to employment generally, minimum wages, Social Security, unemployment insurance, and workers' compensation. Convention Center Management shall indemnify and hold harmless the City from all costs, expenses, claims or damages resulting from any failure of Convention Center Management to comply with this Section.

#### 10.8 Liability Insurance

The City shall maintain all liability insurance currently in force and effect with respect to the Location, and shall procure and maintain insurance against any use or occupancy of the Location, or the Operations of the Location (which Operations shall include, without limitation, concession area uses, and subletting and contract with independent contractors) and, upon the assumption of full management responsibilities, shall name Convention Center Management as an additional insured thereon. The City shall procure and maintain insurance for Errors and Omissions, and Employment Practices Liability Insurance for the Location. The limits of such coverage shall be as follows:

- A. General Liability: \$1,000,000.00 per occurrence; \$2,000,000.00 aggregate
- B. Automobile: \$1,000,000.00 per occurrence
- C. For Products - Completed Operations: \$1,000,000.00 aggregate
- D. For Personal and Advertising Injury: \$1,000,000.00 aggregate
- E. Umbrella Liability: \$1,000,000.00 per occurrence; \$1,000,000.00 aggregate
- F. Liquor Liability: \$1,000,000.00 per occurrence, separate limits, for food and beverage contractors allowed to do business in

the Location

10.9 Property Insurance

The City will maintain All Risk Property Insurance and/or Boiler & Machinery Insurance to cover the Location and the contents therein.

10.10 Cooperation

Each party agrees to cooperate fully with the other in promptly providing such insurance underwriting and other information as may be necessary or appropriate to obtaining and maintaining the insurance described herein. The parties further agree to cooperate with the insurance companies and agents by responding promptly to their responsible requests.

10.11 Convention Center Management Property

Convention Center Management shall be entirely responsible for maintaining, at its sole expense, such insurance coverage as it determines to be appropriate to protecting its own property interest.

10.12 Crime Insurance

During the term of this Agreement, Convention Center Management shall maintain crime insurance, with an insurer acceptable to the City (such acceptance by the City not to be unreasonably withheld or delayed), providing at least the following coverages in at least the amounts set forth below for each coverage:

- A. Employee Dishonesty Blanket Bond: \$250,000.00
- B. Depositor's Forgery: \$250,000.00
- C. Money and Securities: \$250,000.00 (each,  
"Inside" and "Outside")
- D. Computer Fraud: \$250,000.00
- E. Wire Transfer Fraud: \$250,000.00

Provided, however, that if such coverage is provided on a "blanket" limit basis, a blanket limit of \$250,000.00 shall be considered to be sufficient to comply with this provision. The City shall be a Loss Payee (as its interest may appear) and an Additional Insured under such policy, which policy shall be written to apply only to the

Crime exposures arising under or in connection with this Agreement, and not to any other unrelated Crime exposures incurred by Convention Center Management or the City under any other similar agreements or otherwise.

#### 10.13 Insurance Terms

Insurance terms not otherwise defined in this Agreement shall be interpreted consistent with insurance industry usage.

#### 10.14 Tort Liability Limit

Insurance referenced in this Agreement, except Workers' Compensation/Employers Liability, shall name the City as an additional insured.

#### 10.15 Indemnity

Convention Center Management agrees to indemnify, hold harmless, protect, and defend the City, its agents, representatives and any Affiliated or related entities against any and all claims, loss, liability, damage, costs, and expenses, including reasonable attorney's fees, that have occurred as a result of or due to the breach of contract, negligence, or willful misconduct of Convention Center Management, its agents, consultants, subcontractors, employees, or representatives, or a breach of Convention Center Management representation to the extent that such claim, loss, liability, damage, cost, or expense that have been caused by Convention Center Management, its agents, consultants, subcontractors, employees, or representatives. Convention Center Management hereby waives any claims it may have now or in the future, against the City, which claims are or should have been covered by the insurance specified in this Agreement.

#### 10.16 Damage To and Destruction of the Location

If all or part of the Location is rendered unusable by damage from fire and/or other casualty then:

- A. The City may decide to repair the damage under applicable laws and governmental regulations within 365 days from the date of such casualty (employing normal construction methods without overtime or other premium), and the City shall forthwith, at its own expense, repair such damage other than damage to improvements, furniture, chattels, or trade fixtures which do not belong to the City. During the period during which the Location or any part thereof remains unusable, until such time as the Location resumes full operation the Management Fee shall be reduced to \$2,500.00 per month, and Convention Center Management and the City shall jointly decide on an Operating Budget for the duration of the repair period, and shall jointly determine whether to retain personnel during the

repair period; or

- B. In the event the City should decide not to repair the damage, then the City shall notify Convention Center Management, in writing, of the termination of the Agreement.

#### 10.17 Employees

Employees of Convention Center Management engaged at the Location in providing any of the services hereunder, shall be the sole and exclusive employees of Convention Center Management, and shall be paid by Convention Center Management, except for those individuals employed or utilized by subcontractors of Convention Center Management, as provided for in this Agreement, but in no event deemed an employee of the City. In connection with the employment of its employees, Convention Center Management shall pay all applicable Social Security, unemployment insurance, workers' compensation, or other employment taxes or contributions to insurance plans, and retirement benefits, and shall comply with all Federal and State laws and regulations relating to employment generally, minimum wages, Social Security, unemployment insurance, and workers' compensation, and shall defend, indemnify, and hold the City harmless from any responsibility thereof. Convention Center Management shall comply with all applicable laws, ordinances, and regulations, including, without limitation, those pertaining to human rights and non-discrimination during the term of this Agreement.

#### 10.18 Allocation of Cost of Employees

All costs of employment of Location employees incurred by Convention Center Management shall be an Operating Expense of the Location, except to the extent that one or more employees may provide services benefitting an entity other than the Location, and to that extent, the wages of those employees will be pro-rated between the City and Convention Center Management based upon the amount of work provided by the employee for the benefit of each entity. With respect to those employees providing services for the benefit of any entity other than the City, commencing with the effective date of this Agreement, the City shall pay a pro-rata portion of their wages as set forth above, not to exceed one-half of the total wages of that employee unless requested by Convention Center Management and approved in writing by the City. In connection with employment of its employees, Convention Center Management has represented to the City, and the City has relied upon said representation, that Convention Center Management will employ approximately eight (8) current employees of the City's Location staff. It is further understood and agreed between the parties that the selection of such employees will be conducted in cooperation with the City, and that any such employees shall, at his or her option, consent to the severance of employment with the City and becoming an employee of Convention Center Management's staff.

#### 10.19 Employee Standards

Convention Center Management will employ trained and neatly uniformed employees, and said employees shall conduct themselves, at all times, in a proper and respectful manner. Any dismissal shall be in accordance with Convention Center Management corporate policy and applicable Federal, State or local laws which may be in effect, and Convention Center Management shall defend, indemnify, hold harmless from any claim, cause of action, expense (including attorney's fees), loss, cost, or damage of any kind or nature arising there from, except in the case of expressed written direction from the City.

#### 10.20 Availability of Location

Convention Center Management agrees that, except as a result of full or partial destruction of the Location, the Location will be made available for all events scheduled therein, and Convention Center Management agrees to defend, indemnify, and hold the City harmless from and against any and all claims, causes of action, expenses (including attorney's fees), losses, costs, and damages arising from the failure of the Location to be available in the condition necessary for the conduct of such events or scheduled events due to the negligence or willful misconduct of Convention Center Management, its agents, servants, employees, or contractors.

#### 10.21 No Payment by City

Notwithstanding anything in this Agreement, or exhibits hereto to the contrary, the City shall not be obligated to reimburse Convention Center Management as Operating Expenses or otherwise for costs and expenses (including attorney's fees) for litigation which is covered by Convention Center Management's defense and indemnification obligations set forth in Section 10.15.

#### 10.22 Compliance with Laws

Convention Center Management will comply with all Federal, State and local ordinances, statutes, rules, and regulations as they relate to the operation of the Location. Convention Center Management's failure to comply with such ordinances, statutes, rules, and regulations relating to the Location shall be an Event of Default under this Agreement, and shall entitle the City to terminate this Agreement pursuant to the provisions of Section 10.5 hereof. Convention Center Management agrees that it shall not be entitled to claim litigation costs (including attorney's fees) as Operating Expenses.

#### 10.23 Non-Waiver

The failure of either party at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement, or any part hereof, or the right of such party thereafter to enforce each

and every provision hereof.

#### 10.24 Amendment

The parties may amend this Agreement only by written agreement executed by the parties.

#### 10.25 Choice of Law

The laws of the State of Louisiana shall govern the rights and obligations of the parties under this Agreement.

#### 10.26 Severability

Any provision of this Agreement decreed invalid by a Court of competent jurisdiction shall no invalidate the remaining provisions of this Agreement.

#### 10.27 Notices

Any notice required herein shall be in writing and shall be deemed effective and received:

- A. Upon personal delivery;
- B. Five (5) days after deposit in the United States Mail, Certified Mail, Return Receipt Requested, Postage Prepaid; or
- C. One (1) business day after deposit with a national overnight air courier, fees prepaid.

To Convention Center Management or the City at the following addresses:

City of Natchitoches  
Attention: Mayor Lee Posey  
700 Second Street  
Post Office Box 37  
Natchitoches, Louisiana 71457

Convention Center Management, LLC  
Attention: Warren L. Reuther, Jr.  
535 Tchoupitoulas Street  
New Orleans, Louisiana 70130

Either party may designate an additional or another representative or address for notices, upon giving notice to the other party pursuant to this paragraph. For the purpose of this Agreement, "business day" shall mean a day which is not a Saturday, a

Sunday, or a legal holiday of the United States of America.

#### 10.28 Representatives

The City's representative to Convention Center Management in connection with Location Operations shall be the City's designee, and the Convention Center Management's representative shall be Convention Center Management's on-site General Manger at the Location.

#### 10.29 Force Majeure

Neither party shall be obligated to perform hereunder, any neither shall be deemed to be in default, if performance is prevented by fire, earthquake, flood, act of God, riot, civil commotion, or other matter or condition of like nature, including the unavailability of sufficient fuel or energy to operate the Location, or any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic controls, riot, hostilities, war, or governmental laws and regulations.

#### 10.30 Labor Dispute

In the event of a labor dispute which results in a strike, picket, or boycott affecting the Location or the services described in this Agreement, Convention Center Management shall not be deemed to be in default, or to have breached any part of this Agreement.

#### 10.31 Integration

This Agreement and all appendices and exhibits hereto embody the entire Agreement of the parties relating to the services to be provided hereunder. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto.

Exhibits hereby integrated  
hereto are:

Exhibit A - List of Scheduled Events

Exhibit A-1 - Traditional  
Groups

Exhibit B – List of Inventory

Exhibit C - List of Catering  
Commitments

Exhibit D - Operating Expenses

If the terms of this Agreement and any exhibit are inconsistent, the terms of the Agreement shall control.

#### 10.32 Section Headings

Section headings in this Agreement are for convenience only, and shall have no effect on the interpretation of this Agreement.

#### 10.33 Assignment

During the primary term of this Agreement, this Agreement may be assigned by Convention Center Management, but only with the consent of the City, except that the City's consent to such assignment by Convention Center Management shall not be required if it is an assignment to any corporation or other entity of which the principal shareholder is Warren L. Reuther, Jr.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

ATTEST:  
CITY OF NATCHITOCHEs

\_\_\_\_\_  
LEE POSEY, Mayor

WITNESSES:

CONVENTION CENTER MANAGEMENT, LLC

\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
WARREN L. REUTHER, JR., Manager

Exhibit A

List of Scheduled Events

|  |                  |
|--|------------------|
| SAB End of Year Banquet                          | 05/01/2014       |
| Summer Splash                                    | 05/01/2014       |
| 2 <sup>nd</sup> Annual James Donaway Scholarship | 05/02/2014       |
| Natchitoches Central Prom                        | 05/03/2014       |
| Tiger Athletic Association All Sports Banquet    | 05/06/2014       |
| Glamorama Fashion Show                           | 05/09/2014       |
| CCA Louisiana North Chapter Banquet              | 05/14/2014       |
| CSI  | 05/15/2014       |
| NLANIGP Reverse Trade Show                       | 05/21/2014       |
| Fleur De Lis Memorial Day Craft Show             | 05/24/2014       |
| Brossett and Dellucci Wedding                    | 05/30-05/31/2014 |
| Goodwill Industries                              | 06/05/2014       |
| Smith Wedding Reception                          | 06/06-06/07/2014 |
| Shekinah Glory Ministries                        | 06/13-06/15/2014 |
| Fontenot/Walsh Wedding                           | 06/14/2014       |
| Player Safety Symposium                          | 06/20/2014       |
| LA Sports Hall of Fame Induction Ceremony        | 06/21/2014       |
| LA Annual Preservation Conference                | 06/26/2014       |
| Pellerin/Payne Wedding                           | 06/28/2014       |
| LNC Reunion                                      | 07/05/2014       |
| Coalition of Louisiana Animal Advocates          | 07/12/2014       |
| Lillie Mai Telsede Reunion                       | 07/18/2014       |
| YBP Family Reunion                               | 07/18/2014       |
| Trichel Wedding                                  | 07/19/2014       |
| CSI/FIRE Nupoint                                 | 07/23-07/24/2014 |
| Stepp/Dupoint Wedding                            | 07/25-07/26/2014 |
| Louisiana Children.org Meeting                   | 07/30/2014       |
| LAMMICO  | 07/31/2014       |
| Krewe of Dionysos Summer Party                   | 08/02/2014       |
| Tricentennial Arts Show                          | 08/08-09/14/2014 |
| Summer Dance                                     | 08/16/2014       |
| Pipeline Awareness Meeting                       | 08/19/2014       |
| CSI Loan User Meeting                            | 08/21/2014       |
| Natchitoches Chamber LACCE Fall Conference       | 08/21-08/22/2014 |
| Zelma Moffett Surprise Birthday                  | 08/23/2014       |
| Beard Wedding                                    | 09/13/2014       |
| District 8L Lions Club Annual Meeting            | 09/20/2014       |
| CSI DDA Options                                  | 09/24/2014       |
| Women's Resource Center Gala                     | 09/25/2014       |
| Delta Waterfowl Banquet                          | 10/02/2014       |
| Verbatim Reporters of LA – VRLA                  | 10/04/2014       |
| Johnson/Carr Wedding                             | 10/10-11/14/2014 |

|   |                  |
|---|------------------|
| Cashmere International Bridal Show        | 10/18/2014       |
| Rhone Wedding                             | 10/25/2014       |
| 2013 Code of Governance Ethics Testing    | 10/29/2014       |
| City Marshall Election Party              | 11/04/2014       |
| Ducks Unlimited Banquet                   | 11/13/2014       |
| Garner Wedding                            | 11/14-11/15/2014 |
| Major/Williams Wedding                    | 11/21-11/22-2014 |
| Fleur De Lis Christmas Craft Show         | 11/29/2014       |
| Les Amies Christmas Treasures Craft Show  | 12/13/2014       |
| Lott Oil Christmas Party                  | 12/13/2014       |
| Krewe of Excellence Mardi Gras Ball       | 01/24/2015       |
| Krewe of Dionysos Mardi Gras Ball         | 01/28-02/01/2015 |
| Mystic Krewe de St. Denis Mardi Gras Ball | 02/04-02/08/2015 |
| Lilly/Osby Wedding                        | 02/14/2015       |
| NAI Region 6 Conference                   | 03/02-03/04/2015 |
| St. Pat's Dance                           | 03/14/2015       |
| Fleur de Lis Memorial Day Craft Show      | 05/2015          |
| LA Sports Hall of Fame Induction Ceremony | 06/2015          |

Exhibit A-1

List of Traditional Events

|  |                                |
|--|--------------------------------|
| Mystic Krewe de St. Denis 12 <sup>th</sup> Night Party | January/February               |
| Dolet Hills Lignite Company MSHA Refresher             | 4 Tuesdays in January          |
| Krewe of Excellence Mardi Gras Ball                    | January or February            |
| Krewe of Dionyos Mardi Gras Ball                       | January or February            |
| Mystic Krewe de St. Denis Mardi Gras Ball              | January or February            |
| Region IV Social Studies Fair                          | February/March                 |
| Natchitoches Area Chamber of Commerce Awards           | January/February               |
| CASA Awareness Social                                  | April                          |
| St. Pat's Dance  | March                          |
| Natchitoches Hospital Gala                             | March                          |
| LABI Issues Conference (Chamber of Commerce)           | March                          |
| City of Natchitoches Wellness Day                      | March                          |
| England Authority Planning Session                     | Second to last Friday in March |
| Natchitoches Central JROTC Awards Banquet              | Second Friday in April         |
| Boys & Girls Club Steak and Burger Event               | April                          |
| Natchitoches Central High Prom                         | First Weekend of May           |
| Summer Splash  | Second Week of May             |
| Fleur de Lis Memorial Day Craft Show                   | Saturday before Memorial Day   |
| Louisiana Sports Hall of Fame Induction Ceremony       | Saturday before Father's Day   |
| American Cancer Society Annual Fundraiser              | August                         |
| Summer Dance   | Saturday in August             |
| Miss Merry Christmas Pageant                           | Sunday in September            |
| Women's Resource Center Celebration of Life Fundraiser | Last Thursday in September     |
| Ducks Unlimited Banquet                                | October/November               |
| Delta Waterfowl Banquet                                | October/November               |
| City of Natchitoches Employee Appreciation Luncheon    | Wednesday before Thanksgiving  |
| Fleur de Lis Christmas Craft Show                      | Saturday before Thanksgiving   |
| Louisiana Clerks of Court Annual Meeting               | First Week of December         |

Exhibit B

List of Inventory

|              | <u>Item</u>                                    | <u>Quantity</u> |
|--------------|--|-----------------|
| Rental Items |  |                 |
|              | 30" x 96" Rectangle Tables                     | 106             |
|              | 18" x 96" Classroom Tables                     | 69              |
|              | 60" Round Tables                               | 90              |
|              | 60" Half Round Tables                          | 8               |
|              | Serpentine Tables                              | 6               |
|              | Chairs   | 1,200           |
|              | 8' Tall (Beige) Pipe and Drape                 | 300             |
|              | 8' Tall (Black) Pipe and Drape                 | 40              |
|              | 3' Tall (Beige) Pipe and Drape                 | 300             |
|              | 6' x 8' Pop Up Stage Units                     | 12              |
|              | 4' x 8' Bridge and Frame Stage Units           | 64              |
|              | Stage Unit Carts                               | 4               |
|              | Bridge and Frame<br>(Frame)                    | 27              |
|              | Frame Carts on casters                         | 3               |
|              | Podiums  | 5               |
|              | Hardwood Dance Floor (4' x 4' Units)           | 40              |
|              | Easels   | 8               |
|              | Flip Chart/Dry Erase Boards                    | 6               |
|              | US Flags                                       | 2               |
|              | Louisiana Flags                                | 2               |
|              | Entire Exhibit Hall Ceiling Drape (one hoop)   | 1               |
|              | Entire Exhibit Hall Ceiling Drape (five hoops) | 1               |
|              | Exhibit Hall A & C Ceiling Drape (one hoop)    | 1               |
|              | Exhibit Hall A & C Ceiling Drape (three hoops) | 1               |
|              | Half Hall Ceiling Drape (one hoop)             | 2               |
|              | Half Hall Ceiling Drape (two hoops)            | 1               |
|              | Quarter Hall Ceiling Drape (one hoop)          | 1               |
|              | Wired/Handheld Microphones                     | 12              |
|              | Wireless Microphones                           | 3               |
|              | Lapel Microphones                              | 3               |
|              | Overhead Projector                             | 1               |
|              | 10' x 10' Projector Screens                    | 2               |
|              | 5' x 5' Projector Screens                      | 6               |

|                              |   |    |
|------------------------------|---|----|
|                              | Television (24' Color TV) & DVD/VHS on cart | 1  |
|                              | LCD Projectors                              | 5  |
|                              | Piano                                       | 1  |
| <b>Administration Office</b> |   |    |
|                              | Woodhaven Desks                             | 5  |
|                              | Woodhaven Hutch                             | 3  |
|                              | Woodhaven Credenza                          | 2  |
|                              | Woodhaven Book Shelves                      | 2  |
|                              | Woodhaven two drawer file                   | 2  |
|                              | Woodhaven round guest table                 | 1  |
|                              | Leather guest chairs                        | 8  |
|                              | Rolling leather guest chairs                | 4  |
|                              | File Cabinets                               | 3  |
|                              | Metal Storage Cabinet                       | 1  |
|                              | Dell Computers                              | 6  |
|                              | Fax Machine                                 | 1  |
|                              | Phones (3com)                               | 5  |
|                              | Desk Chairs                                 | 5  |
|                              | Padded Chairs                               | 2  |
|                              | Coffee Table                                | 1  |
|                              | Rug   | 1  |
|                              | Metal Display Table                         | 1  |
|                              | Mini Refrigerator                           | 1  |
|                              | Microwave                                   | 1  |
|                              | Community Coffee Maker                      | 1  |
|                              | Water Dispenser                             | 1  |
| <b>Lobby/Pre Function</b>    |   |    |
|                              | Leather Sofa                                | 1  |
|                              | Coffee Table                                | 1  |
|                              | Silk Greenery                               | 2  |
|                              | Wood/Slate Tile Table                       | 1  |
|                              | Stainless Steel Trash Cans                  | 3  |
| <b>Boardroom</b>             |   |    |
|                              | 5' x 18' Table                              | 1  |
|                              | Rolling Chairs                              | 20 |
|                              | Silk Greenery                               | 4  |
|                              | Wooden Buffet                               | 1  |
|                              | Decorative Mirrors                          | 2  |
|                              | Padded Chair                                | 1  |

|                           |   |    |
|---------------------------|---|----|
|                           | Mini Refrigerator   | 1  |
|                           | Community Coffee Maker                                    | 1  |
| Breakroom                 |   |    |
|                           | Metal Desk  | 1  |
|                           | Desk Chairs   | 2  |
|                           | Full Size Refrigerator                                    | 1  |
|                           | Dell Computer   | 1  |
|                           | Phone (3com)  | 1  |
|                           | Microwave   | 1  |
|                           | Rolling Metal Cabinet                                     | 1  |
| Operations Manager Office |   |    |
|                           | Wooden Desk and Credenza                                  | 1  |
|                           | Desk chair  | 1  |
|                           | Dell computer   | 1  |
|                           | HP computer   | 1  |
|                           | Metal storage cabinet                                     | 1  |
| Storage Room              |   |    |
|                           | Genie GS-324 30' Lift                                     | 1  |
|                           | Nissan Fork Lift  | 1  |
|                           | Nobles Strive Carpet Extractor                            | 1  |
|                           | Bissell Powergroom Helix Vacuum Cleaners                  | 2  |
|                           | Mastercraft 175 RPM 1 HP Buffer                           | 1  |
|                           | Nobles Speed Scrub for hard floors                        | 1  |
|                           | Nilfisk Advance Carpetriever 28 industrial vacuum cleaner | 1  |
|                           | Pallet Jack   | 1  |
|                           | Ladder (10')  | 1  |
|                           | Ladders (8')  | 2  |
|                           | Ladder (6')   | 1  |
|                           | Ladder (20' Extension)                                    | 1  |
|                           | Rolling Drapes Frames (10' x 12')                         | 5  |
|                           | Black Drapes  | 15 |
|                           | Ivory Drapes  | 15 |
|                           | Clothing Racks  | 7  |
|                           | Rectangle Table Carts (rolling)                           | 5  |
|                           | Round/Serpentine/Half Round Tables Carts (rolling)        | 5  |
|                           | Round Table Carts (stackable)                             | 4  |
|                           | Rectangle Table Carts (stackable)                         | 8  |
|                           | Chair Carts (stackable)                                   | 12 |
|                           | Collapsible Stage Stairs                                  | 2  |

|                   |  |    |
|-------------------|--|----|
|                   | Static Stage Stairs                    | 12 |
|                   | Chair Dollies                          | 4  |
|                   | Pipe and Drape Carts                   | 2  |
|                   | Linen Steamer                          | 1  |
|                   | Dollies                                | 3  |
| Hallway           |  |    |
|                   | Padded Chairs                          | 6  |
|                   | Wooden/Glass Table                     | 1  |
|                   | Couch                                  | 1  |
|                   | Silk Greenery                          | 4  |
|                   | Metal/Glass Table                      | 1  |
| HVAC Storage Room |  |    |
|                   | Plastic Directional Signs              | 2  |
|                   | A/V Carts                              | 4  |
| Electrical Room   |  |    |
|                   | Pams Minuteman 2400 Buffer             | 1  |
|                   | Chrome Stantions/Velvet Ropes          | 6  |
| Kitchen           |  |    |
|                   | Metro C200 Warmers                     | 2  |
|                   | Univex Mixer                           | 1  |
|                   | Microwave                              | 1  |
|                   | Edlund Can Opener                      | 1  |
|                   | Cres Cor Racks                         | 2  |
|                   | Southbend Convection Ovens             | 2  |
|                   | Vulcan Grill                           | 1  |
|                   | Southbend Oven                         | 1  |
|                   | Star Max Fryers                        | 2  |
|                   | Safety Mats                            | 5  |
|                   | Wooden Storage Containers (on casters) | 3  |
|                   | Dish Caddys                            | 2  |
|                   | Rolling Metal Utility Racks            | 2  |
|                   | Industrial Shelves (dishes)            | 3  |
|                   | Commercial coffeemakers                | 6  |
|                   | Beverage Carts                         | 4  |
|                   | Portable warmers                       | 3  |
|                   | Community Coffee Maker                 | 1  |
|                   | Community Coffee Tea Maker             | 1  |
|                   | Bunn Tea Maker                         | 1  |

|                                |   |    |
|--------------------------------|---|----|
|                                | Coke-Cola Slide Door Coolers                      | 3  |
|                                | Follett Ice Machine (1,000 lbs. capacity)         | 1  |
|                                | Hobart Commercial Dish Washer                     | 1  |
|                                | Stainless Steel Work Tables                       | 3  |
| <b>Mechanical Storage Room</b> |   |    |
|                                | Industrial Shelves                                | 4  |
|                                | White Wooden Storage Cabinets                     | 2  |
|                                | Dry Air Technology Force 9 Air Movers             | 4  |
|                                | Tascan Audio Box (CD 200i)                        | 1  |
| <b>Misc.</b>                   |   |    |
|                                | No Parking Signs (2nd Street Circular Entrance)   | 4  |
|                                | 12' x 120' Custom Cut Carpet Rolls (Exhibit Hall) | 10 |
|                                | Chafing Dishes (rectangle)                        | 25 |
|                                | Chafing Dishes (round)                            | 4  |
|                                | Kitchen Utility Carts                             | 5  |
|                                | Juice Dispensers                                  | 8  |
|                                | Water Dispenser                                   | 1  |

Exhibit C

List of Catering Commitments

**Caterer**

**Contract Renewal Date**

The Landing Restaurant  
530 Front Street  
Natchitoches, Louisiana  
71457  
(318) 352-1579

June 1 ,2014

Lasyone's Meat Pie Restaurant  
622 Second Street  
Natchitoches, Louisiana  
71457  
(318) 352-3353

June 1 ,2014

Maison Louisiane Catering  
265 Celina Drive  
Natchitoches, Louisiana  
71457  
(318) 352-4911

June 1 ,2014

Sodexo  
185 Sam Sibley Drive  
Natchitoches, Louisiana  
71497  
(318) 357-6451

June 1 ,2014

Tatae's Catering  
441 St. Paul Church Road  
Natchez, Louisiana 71456  
(318) 357-0384

June 1 ,2014

**Beverage Caterer**

Charlie's Lakeside Liquor  
5892 Highway 1 Bypass  
Natchitoches, Louisiana  
71457

September 15, 2014

(318) 238-3004

The Filling Station  
324 Rapides Drive  
Natchitoches, Louisiana  
71457  
(318) 352-2337

September 15, 2014

Maggio's Fine Wine & Spirits  
230 South Drive  
Natchitoches, Louisiana  
71457  
(318) 352-3033

September 15, 2014

Murphy's Beverage Catering & Bartending Services  
P.O. Box 5416  
Natchitoches, Louisiana  
71457  
(318) 527-5416

September 15, 2014

Exhibit D

Operating Expenses

Operating Expenses shall mean the actual costs incurred by Convention Center Management for:

- a. employee payroll, benefits, and related costs
- b. costs of operating materials & supplies (including general office supplies)
- c. advertising, marketing, public relations costs, promotional materials development, promotional sales meetings, mailing costs, website development
- d. cleaning expenses
- e. data processing costs
- f. dues, subscription and membership costs
- g. service contracts
- h. printing and stationery costs
- i. postage and freight costs
- j. equipment rental costs
- k. maintenance and repair expenses
- l. security expenses
- m. telephone and communication charges
- n. travel expenses
- o. cost of employee uniforms and identification
- p. exterminator, garbage and waste oil removal costs
- q. utility expenses
- r. audit and accounting fees
- s. credit card/banking service fees
- t. catering expenses

STATE OF LOUISIANA

PARISH OF NATCHITOCHEs

I, the undersigned Clerk of the City Council of the City of Natchitoches, State of Louisiana (the "City Council"), do hereby certify that the foregoing constitutes a true and correct copy of an ordinance adopted by the City Council on November 24, 2014, amending Ordinance No. 015 of 2014 with regard to the City's Taxable Revenue Note previously authorized in the amount of Two Million Dollars (\$2,000,000) for the purpose of financing a portion of the cost of constructing and furnishing the proposed Natchitoches Grand Hotel, and for paying costs of issuance of the Note; and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature at Natchitoches, Louisiana, on this, the 24th day of November, 2014.

(SEAL)

---

Clerk

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

**ORDINANCE NO. 047 OF 2014**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY  
OF NATCHITOCHEs TO AWARD  
THE BID FOR THE BREDA TOWN PARK PROJECT**

**(BID NO. 0557)**

**WHEREAS**, Resolution No.099 of 2014 was passed by the Natchitoches City Council on September 22, 2014 authorizing the Mayor to advertise for bids for the Breda Town Park Project (Bid No. 0557); and

**WHEREAS**, this bid was advertised in the *Natchitoches Times* on September 25th, October 2nd, and October 9th, 2014, in accordance with law; and

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

- |  |             |
|--|-------------|
| (1) Page Builders<br>Natchitoches, LA -----                  | \$59,256.00 |
| (2) Martin Metal construction, LLC<br>Natchitoches, LA ----- | \$60,455.00 |
| (3) Regional Construction, LLC<br>Natchitoches, LA -----     | \$64,000.00 |

**WHEREAS**, on November 5, 2014 the appointed committee members of Pat Jones, Director of Finance, Edd Lee, Director of Purchasing, Randy LaCaze, Director of Community Development, Larry Payne, Councilman, and Randal Smoak, Engineer with Cothren, Graff, Smoak Engineering, reviewed the bids received; and

**WHEREAS**, the City of Natchitoches has been awarded funding for this project through Capital Outlay; and

**WHEREAS**, the awarding of this bid requires Facility Planning and Control concurrence prior to executing any contract or documents; and

**WHEREAS**, the above appointed committee members unanimously recommend the City award the bid to the lowest bidder, Page Builders of Natchitoches, LA in the amount of **\$59,256.00**, subject to Facility Planning and Control ; and

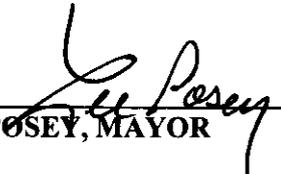
**NOW, THEREFORE, BE IT RESOLVED**, that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.

**THIS ORDINANCE** was introduced on November 10, 2014 and published in the *Natchitoches Times* on November 13, 2014.

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

**THEREUPON**, Mayor Lee Posey declared the Ordinance passed by a vote of 4 Ayes to 0  
Nays this 24<sup>th</sup> day of November, 2014.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

  
\_\_\_\_\_  
**DON MIMS, MAYOR PRO TEMPORE**

Delivered to the Mayor on the 25<sup>th</sup> day of November, 2014 at 10:00 A.M.



**CITY OF NATCHITOCHEES**  
**PURCHASING DEPARTMENT**

**November 5, 2014**

**Mayor Lee Posey**  
**City Hall**  
**Natchitoches, LA 71457**

**Dear Mayor Posey,**

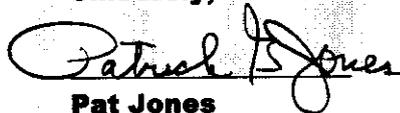
**The appointed committee of Pat Jones, Edd Lee, Randy LaCaze and Larry Payne, has reviewed the engineer's recommendation submitted by Mr. Randal Smoak, Professional Engineer, with Cothran, Graff, Smoak Engineering, Inc., Shreveport, LA, on Bid # 0557, for the Breda Town Park Project.**

**The committee was unanimous in its decision to award the bid to the lowest bidder, Page Builders, Natchitoches, LA in the amount of \$59,256.00. The other bids received were from Martin Metal Construction, Natchitoches, LA in the amount of \$60,455.00 and Regional Construction, Natchitoches, LA in the amount of \$64,000.00.**

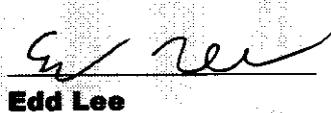
**All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.**

**We request ratification of this award at the City Council meeting on November 10, 2014.**

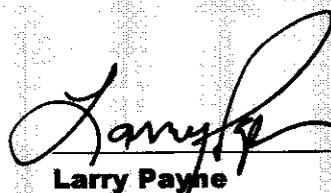
**Sincerely,**

  
Pat Jones

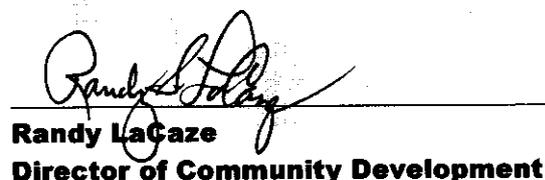
**Director of Finance**

  
Edd Lee

**Director of Purchasing**

  
Larry Payne

**Councilman Dist #4**

  
Randy LaCaze  
**Director of Community Development**

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

**ORDINANCE NUMBER 048 OF 2014**

**AN ORDINANCE APPROVING THE ACQUISITION OF A STRIP OF GROUND ON THE WEST SIDE OF ST. DENIS CONDOMINIUMS, FOR THE CONSIDERATION OF CERTAIN IN KIND CONTRIBUTIONS, AND AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHE, LEE POSEY, TO EXECUTE AN ACT OF TRANSFER FOR THE ACQUISITION OF THE STRIP OF GROUND AND ALL RELATED DOCUMENTS, TO PROVIDE FOR ADVERTISING, AND A SAVINGS CLAUSE.**

**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**, **300 Mile Investments, LTD, et al**, (sometimes hereinafter referred to as "300") is the owner of a tract of land located in the City of Natchitoches, being more particularly described as follows, to-wit:

That certain tract of land, located and situated in City of Natchitoches, Louisiana, located within the block bounded by Front Street, Lafayette Street, Second Street, being 1,440 square feet, more or less, and being shown and depicted on a survey by Robert Davis, dated November 4, 2014, and being described thereon as follows, to-wit:

From the intersection of the southernmost right of way of Lafayette Street and the westernmost right of way of Front Street thence North 82 degrees 27 minutes 50 seconds West a distance of 202.02 feet to Point "1", being the point of beginning of the subject tract; thence from the point of beginning South 8 degrees 32 minutes 46 seconds West a distance of 174.04 feet to Point "2"; thence North 80 degrees 56 minutes West a distance of 8.9 feet to Point "3"; thence North 8 degrees 52 minutes 20 seconds East a distance of 162.14 feet to Point "4"; thence on a curve to the right having a range of 12.95 feet, a length of 15.22 feet; CHB of North 42 degrees 17 minutes 42 seconds East and a CHD of 14.36 feet to Point "1" being the point of beginning, all as more fully shown on the plat by Davis (sometimes hereinafter referred to as "300 Property"; and

**WHEREAS FURTHER**, the City is the record fee owner of property to the West of the above described property, which said City owned property may sometimes hereinafter be referred to as "City Property"; and

**WHEREAS FURTHER**, the City is in the process of conveying the City Property to a developer for the construction of a hotel; and

**WHEREAS FURTHER**, the 300 Property is currently not being used by 300 and in an effort to deliver as large a hotel site as possible, the City has negotiated with St. Denis Condominium Association for the acquisition of the 300 property; and

**WHEREAS FURTHER**, in exchange and consideration for the transfer of the 300 property, the City has agreed to undertake the following:

- 1) Construct a fence on the eastern boundary of the property being acquired

by the City.

2) Construct a fence along the northern and southern boundaries of the parking lot located to West of the St. Denis Condominiums, said fencing to run from the Northeast corner of the 300 Property to the building and from the Southeast corner of the 300 Property to the building.

3) Construct an enclosure for a trash dumpster to be located on the Northwest corner of the St. Denis Condominiums property.

**WHEREAS FURTHER**, it is understood and agreed that the fencing to be constructed by the City shall be brick columns and metal and shall be of similar type and construction as other fencing installed by the City in the historic district

**WHEREAS FURTHER**, in consideration of the forgoing commitment by the City, 300 agrees to convey to the City the 300 Property.

**WHEREAS FURTHER**, the City Council of the City of Natchitoches is of the opinion that the acquisition of the additional property will enhance and provide additional ground for the hotel project; 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 an Act of Transfer 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 tract of land, located and situated in City of Natchitoches, Louisiana, located within the block bounded by Front Street, Lafayette Street, Second Street, being 1,440 square feet, more or less, and being shown and depicted on a survey by Robert Davis, dated November 4, 2014, and being described thereon as follows, to-wit:

From the intersection of the southernmost right of way of Lafayette Street and the westernmost right of way of Front Street thence North 82 degrees 27 minutes 50 seconds West a distance of 202.02 feet to Point "1", being the point of beginning of the subject tract; thence from the point of beginning South 8 degrees 32 minutes 46 seconds West a distance of 174.04 feet to Point "2"; thence North 80 degrees 56 minutes West a distance of 8.9 feet to Point "3"; thence North 8 degrees 52 minutes 20 seconds East a distance of 162.14 feet to Point "4"; thence on a curve to the right having a range of 12.95 feet, a length of 15.22 feet; CHB of North 42 degrees 17 minutes 42 seconds East and a CHD of 14.36 feet to Point "1" being the point of beginning, all as more fully shown on the plat by Davis.

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 10<sup>th</sup> day of November, 2014, and that a public hearing be called for at the next regular meeting of the City Council which will be held on the 24<sup>th</sup> day of November, 2014.

**THIS ORDINANCE** was published in the *Natchitoches Times* on November 13, 2014.

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

**THEREUPON**, Mayor Lee Posey declared the Ordinance passed by a vote of 4 Ayes to 0 Nays this 24<sup>th</sup> day of November, 2014.

  
\_\_\_\_\_  
LEE POSEY, MAYOR

  
\_\_\_\_\_  
DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 25<sup>th</sup> day of November, 2014 at 10:00 A.M.

The following Ordinance was introduced by Mr. Nielsen at the Natchitoches City Council meeting held on November 24, 2014 as follows:

**ORDINANCE NO. 049 OF 2014**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY  
OF NATCHITOCHES TO AWARD  
THE BID FOR THE RELOCATION OF WATERLINES AND SEWER LINES ON  
SOUTH DRIVE**

**(BID NO. 0558)**

**WHEREAS**, Resolution No.103 of 2014 was passed by the Natchitoches City Council on October 13, 2014 authorizing the Mayor to advertise for bids for the relocation of waterlines and sewer lines on South Drive (Bid No. 0558); and

**WHEREAS**, this bid was advertised in the *Natchitoches Times* on October 16, October 23<sup>rd</sup> and October 30, 2014, in accordance with law; and

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

- |   |                |
|---|----------------|
| (1) Regional Construction<br>Natchitoches, LA -----         | \$918,417.50   |
| (2) Don M. Barron Contractor Inc.,<br>Farmerville, LA ----- | \$1,049,881.00 |
| (3) David Lawler Construction Inc.,<br>Shreveport, LA ----- | \$1,190,325.00 |

**WHEREAS**, on November 17, 2014 the appointed committee members of Pat Jones, Director of Finance, Edd Lee, Director of Purchasing, Don Mims, Councilman At Large, Bryan Wimberly, Director of Utilities and Nolan Johnson, Professional Engineer with N & A, Inc., reviewed the bids received; and

**WHEREAS**, the awarding of this bid requires the Louisiana Department of Transportation and Development concurrence prior to executing any contract or documents; and

**WHEREAS**, the above appointed committee members unanimously recommend the City award the bid to the lowest bidder, Regional Construction of Natchitoches, LA in the amount of \$918,417.50, subject to the Louisiana Department of Transportation and Development ; and

**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 acceptance of this bid.



**CITY OF NATCHITOCHEES**  
**PURCHASING DEPARTMENT**

**November 17, 2014**

**Mayor Lee Posey**  
**City Hall**  
**Natchitoches, LA 71457**

**Dear Mayor Posey,**

**The appointed committee of Pat Jones, Edd Lee, Bryan Wimberly and Don Mims, has reviewed the engineer's recommendation submitted by Mr. Nolan Johnson, Professional Engineer, with N & A, Inc., Natchitoches, LA, on Bid # 0558, for the Relocation of water and sewer lines on South Drive project.**

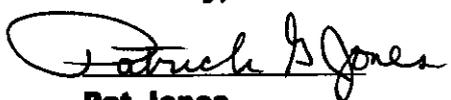
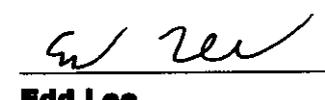
**The committee was unanimous in its decision to award the bid to the lowest bidder, Regional Construction, Natchitoches, LA in the amount of \$918,417.50. The other bids received were from Don M. Barron Contractor Inc., Farmerville, LA in the amount of \$1,049,881.00 and David Lawler Construction Inc., Shreveport LA, in the amount of \$1,190,325.00.**

**This bid award is contingent on the concurrence of the Louisiana Department of Transportation and Development.**

**All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.**

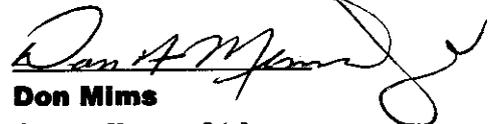
**We request ratification of this award at the City Council meeting on November 24, 2014.**

**Sincerely,**

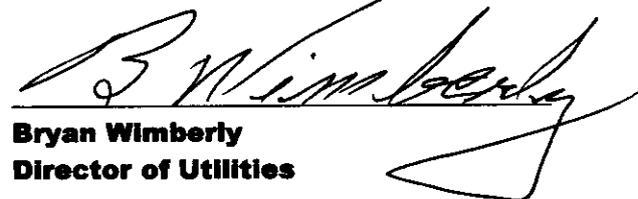
 

**Pat Jones**  
**Director of Finance**

**Edd Lee**  
**Director of Purchasing**



**Don Mims**  
**Councilman At Large**



**Bryan Wimberly**  
**Director of Utilities**

The following Ordinance was introduced by Mr. Mims at the Natchitoches City Council meeting held on November 24, 2014 as follows:

**ORDINANCE NO. 050 OF 2014**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEES, LOUISIANA, TO ENTER INTO A BOUNDARY AGREEMENT WITH JANITH C. FREDERICK AND EMILYN M. HORTON, TO ESTABLISH WITH CERTAINTY THE BOUNDARY BETWEEN PROPERTY OF THE CITY AND PROPERTY OF FREDERICK AND HORTON, PROVIDING FOR ADVERTISEMENT AND PROVIDING FOR AN EFFECTIVE DATE.**

**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**, Janith C. Frederick and Emilyn M. Horton (sometimes hereinafter referred to as "Frederick") are the owners of a tract of land located in the City of Natchitoches, being more particularly described as follows, to-wit:

That certain tract of land, located and situated in City of Natchitoches, Louisiana, located on Front Street, within the block bounded by Front Street, Lafayette Street, Ducournau Street and Horn Street, and having a frontage on Front Street of 76.7 feet and being bounded on the East by Front Street, on the North by property, owned now or formerly, by Natchitoches Motor Company, on the West by Ducournau Street, and on the South by property, owned now or formerly, by Cloutier. (sometimes hereinafter referred to as "Frederick Property@"); and

**WHEREAS FURTHER**, the City is the record fee owner of property located at the Southeast corner of the intersection of Second Street and Lafayette Street, which property is more fully described as follows, to-wit:

That certain tract of ground shown, together with all buildings and improvements situated thereon, located in the City and Parish of Natchitoches, Louisiana, being more fully shown and depicted as Tract "A-1A" on a plat of survey by Robert L. Davis, dated February 9, 2010. (sometimes hereinafter referred to as "City Property@"); and

**WHEREAS FURTHER**, the City has requested a new survey of the above City Property and discovered that the Frederick Property parking lot encroaches slightly onto the City Property;

and

**WHEREAS FURTHER**, the encroachment has existed for a very lengthy period of time and is small, being only 140 square feet, more or less, and said encroachment is shown and depicted on a survey by Robert Lynn Davis, dated November 5, 2015, a copy of which attached hereto and is more fully described thereon as follows, to-wit:

That certain tract of ground, situated in the City and Parish of Natchitoches, Louisiana, being 140 square feet, more or less, and being located in that block bounded by Lafayette Street, Front Street, Horn Street and Second Street, shown and depicted on a survey by Robert Lynn Davis, dated November 5, 2014, and described thereon as follows, to-wit:

From the intersection of the southernmost right of way of Lafayette Street and the westernmost right of way of Front Street, thence North 82 degrees 27 minutes 50 seconds West a distance of 202.02 feet; thence South 8 degrees 32 minutes 46 seconds West a distance of 172.80 feet to the Point of Beginning of the property described herein; thence from the Point of Beginning South 8 degrees 32 minutes 46 seconds West a distance of 1.24 feet; thence North 80 degrees 56 minutes 00 seconds West a distance of 113.81 feet; thence North 9 degrees 20 minutes 5 seconds East a distance of 1.22 feet; thence South 80 degrees 56 minutes 45 seconds East a distance of 113.79 feet to the Point of Beginning.

(Sometimes hereinafter described as "Area of Encroachment"); and

**WHEREAS FURTHER**, the City anticipates that it will soon transfer title of the City Property to the Industrial Development Board of the City of Natchitoches for the construction of a hotel on the City Property, and desires to clear any potential title problems associated with the City Property; and

**WHEREAS FURTHER**, in light of the fact that the encroachment is very minor and has existed for a lengthy period of time and in an effort to deliver a clear and merchantable title to the Industrial Development Board of the City of Natchitoches, the City Council of the City of Natchitoches is of the opinion that a Boundary Agreement should be entered into with Frederick to establish a definitive boundary between the Frederick Property and the City Property; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches is of the opinion that the Boundary Agreement with Frederick, is in the interest of the City and will help provide economic stimulus for the City of Natchitoches, Louisiana, in that it will help clear the title to the property that is the proposed site for a downtown hotel; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches has reviewed

the attached Boundary Agreement to be entered into by and between the City of Natchitoches and **Janith C. Frederick** and **Emilyn M. Horton** and has approved same; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches desires to authorize the Mayor of the City of Natchitoches to execute the Boundary Agreement on behalf of the City of Natchitoches; and

**NOW THEREFORE BE IT ORDAINED** by the City Council of the City of Natchitoches, Louisiana, that the terms of the Boundary Agreement, attached hereto, are approved and accepted by the City Council of the City of Natchitoches, Louisiana.

**BE IT FURTHER ORDAINED** that the Mayor of the City of Natchitoches, Lee Posey is hereby authorized to execute the attached Boundary Agreement with **Janith C. Frederick** and **Emilyn M. Horton**, and that he be further authorized to execute any and all other document that might be necessary in the premises.

STATE OF LOUISIANA  
PARISH OF NATCHITOCHES

**BOUNDARY AGREEMENT**

BE IT KNOWN that on the dates and at the places hereinafter set forth, before me the undersigned Notaries Public and subscribing witnesses personally came and appeared:

**CITY OF NATCHITOCHES**, a municipal corporation, domiciled in the City and Parish of Natchitoches, Louisiana, with mailing address of P. O. Box 37, Natchitoches, Louisiana, represented herein by its duly authorized undersigned Mayor, Lee Posey,

(hereinafter sometimes referred to as "**City**")

AND

**Janith C. Frederick**, widow of John Frederick, a resident of Natchitoches Parish, Louisiana, with mailing address for tax purposes of Post Office Box 119, Natchitoches, Louisiana, 71457

and

**Emilyn M. Horton**, wife of Steve Horton, dealing herein with her separate and paraphernal property, a resident of the Parish of Natchitoches, Louisiana, with mailing address of tax purposes of Post Office Box 119, Natchitoches, Louisiana, 71457

(hereinafter sometimes referred to collectively as "**Frederick**");

who declared as follows:

The City is the record fee owner of property located at the Southeast corner of the intersection of Second Street and Lafayette Street, which property is more fully described as follows, to-wit:

That certain tract of ground shown, together with all buildings and improvements situated thereon, located in the City and Parish of Natchitoches, Louisiana, being more fully shown and depicted as Tract "A-1A" on a plat of survey by Robert L. Davis, dated February 9, 2010. (sometimes hereinafter referred to as "City Property@"); and

Frederick is the owner of a tract of land located in the City of Natchitoches, being more particularly described as follows, to-wit:

That certain tract of land, located and situated in City of Natchitoches, Louisiana, located on Front Street, within the block bounded by Front Street, Lafayette Street, Ducournau Street and Horn Street, and having a frontage on Front Street of 76.7 feet and being bounded on the East by Front Street, on the North by property, owned now or formerly, by Natchitoches Motor Company, on the West by Ducournau Street, and on the South by property, owned now or formerly, by Cloutier. (sometimes hereinafter referred to as "Frederick Property@"); and

That a question has arisen concerning the respective boundaries of the properties between the City on the one hand and Frederick on the other hand, and the location of a parking lot associated with the Frederick Property along the property line.

In order to set boundary forever and to avoid any future misunderstanding, it is agreed and understood that the respective boundaries of property owned by the City on the one hand and of property owned by Frederick on the other hand, shall henceforth be that line between points 4 and 7 as shown and depicted on that plat of survey prepared by Robert Lynn Davis, PLS, dated November 5, 2014, a copy of which is attached hereto and made a part hereof, which said plat depicts the boundary line between the properties of the parties as follows:

From the intersection of the southernmost right of way of Lafayette Street and the westernmost right of way of Front Street, thence North 82 degrees 27 minutes 50 seconds West a distance of 202.02 feet; thence South 8 degrees 32 minutes 46 seconds West a distance of 172.80 feet to Point 7 as shown and depicted on the November 5 2014 survey by Robert Lynn Davis, and being the Point of Beginning of the Boundary Line described herein; thence from the Point of Beginning North 80 degrees 56 minutes 00 seconds West a distance of 113.79 feet to Point 6 as shown and depicted on the November 5 2014 survey by Robert Lynn Davis.

(Sometimes hereinafter referred to as "**BOUNDARY LINE**")

The above described boundary line shall henceforth be the true boundary line between the properties of the parties and the City shall be the owner of all properties located to the North of the said boundary line and Frederick shall be the owner of all of the property located to the South of the said boundary line.

The parties further declare that it is agreed and understood that irrespective of the title by which the parties acquired the respective properties, that the **Boundary Line** as described above, describes the property boundary between the properties of the parties hereto and the said

**Boundary Line** shall be binding on the heirs, successors and assigns of the parties.

Insofar as necessary, it is shown that the parties agree extra-judicially to the establishment of the **Boundary Line** as described above.

Appearers, in consideration of the settlement of any controversy that they might have and the mutual advantages received by each in being able to reconcile their differences without being obligated to resort to legal proceedings, they do hereby grant, bargain, sell, convey, transfer, set over and deliver, to the other, with all legal warranties, and with full guarantee against all claims, evictions, donations, alienations, or encumbrances whatsoever, and to recognize the ownership of each, in the properties described as follows:

The City conveys to Frederick all right, title and interest in and to all that property located to the South of the **Boundary Line** as described above, and does specifically convey any right title and interest in and to the following described property, to-wit:

That certain tract of ground, situated in the City and Parish of Natchitoches, Louisiana, being 140 square feet, more or less, and being located in that block bounded by Lafayette Street, Front Street, Horn Street and Second Street, shown and depicted on a survey by Robert Lynn Davis, dated November 5, 2014, and described thereon as follows, to-wit:

From the intersection of the southernmost right of way of Lafayette Street and the westernmost right of way of Front Street, thence North 82 degrees 27 minutes 50 seconds West a distance of 202.02 feet; thence South 8 degrees 32 minutes 46 seconds West a distance of 172.80 feet to the Point of Beginning of the property described herein; thence from the Point of Beginning South 8 degrees 32 minutes 46 seconds West a distance of 1.24 feet; thence North 80 degrees 56 minutes 00 seconds West a distance of 113.81 feet; thence North 9 degrees 20 minutes 5 seconds East a distance of 1.22 feet; thence South 80 degrees 56 minutes 45 seconds East a distance of 113.79 feet to the Point of Beginning.

Frederick conveys to the City all right, title and interest in and to all that property located to the North of the **Boundary Line** as described above.

Following the Boundary Agreement, Frederick shall be the owner of all properties located to the South of the said **Boundary Line** as described above, and the City shall be the owner of all property located North of the **Boundary Line** as described above.

Each party recognizes that the other parties are in possession of the property received by each of them in this Boundary Agreement, each recognizes unequivocally and finally, the ownership of the others of the properties as just hereinabove described.

All parties understood and agreed that this Agreement is made without warranty, either express, implied or otherwise provided by law, with respect to the condition, quality, durability or suitability of any improvements on the property herein conveyed, all parties acknowledge that the properties are conveyed "as is" and all parties expressly waive and relinquish any right they may have to claim the avoidance of this sale or reduction of the purchase price on account of any vices or defects, in and to the property herein acquired by them, all parties expressly waiving and renouncing all rights to an action in redhibition, to rescind this exchange, or to request reduction in purchase price because of any vice or defect in the property. All parties specifically acknowledge that these terms and conditions are considered by the parties to this exchange in concluding this transaction.

**THUS DONE AND PASSED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me the undersigned Notary Public and subscribing witnesses at Natchitoches, Louisiana.

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_  
**Janith C. Frederick**

\_\_\_\_\_

\_\_\_\_\_  
**Emilyn M. Horton**

\_\_\_\_\_  
**NOTARY PUBLIC**

Print Name: \_\_\_\_\_

Notary # \_\_\_\_\_

**THUS DONE AND PASSED** on this the \_\_\_\_ day of \_\_\_\_\_,  
2014, before me the undersigned Notary Public and subscribing witnesses at Natchitoches,  
Louisiana.

**ATTEST:**

**CITY OF NATCHITOCHES, LOUISIANA**

\_\_\_\_\_

\_\_\_\_\_

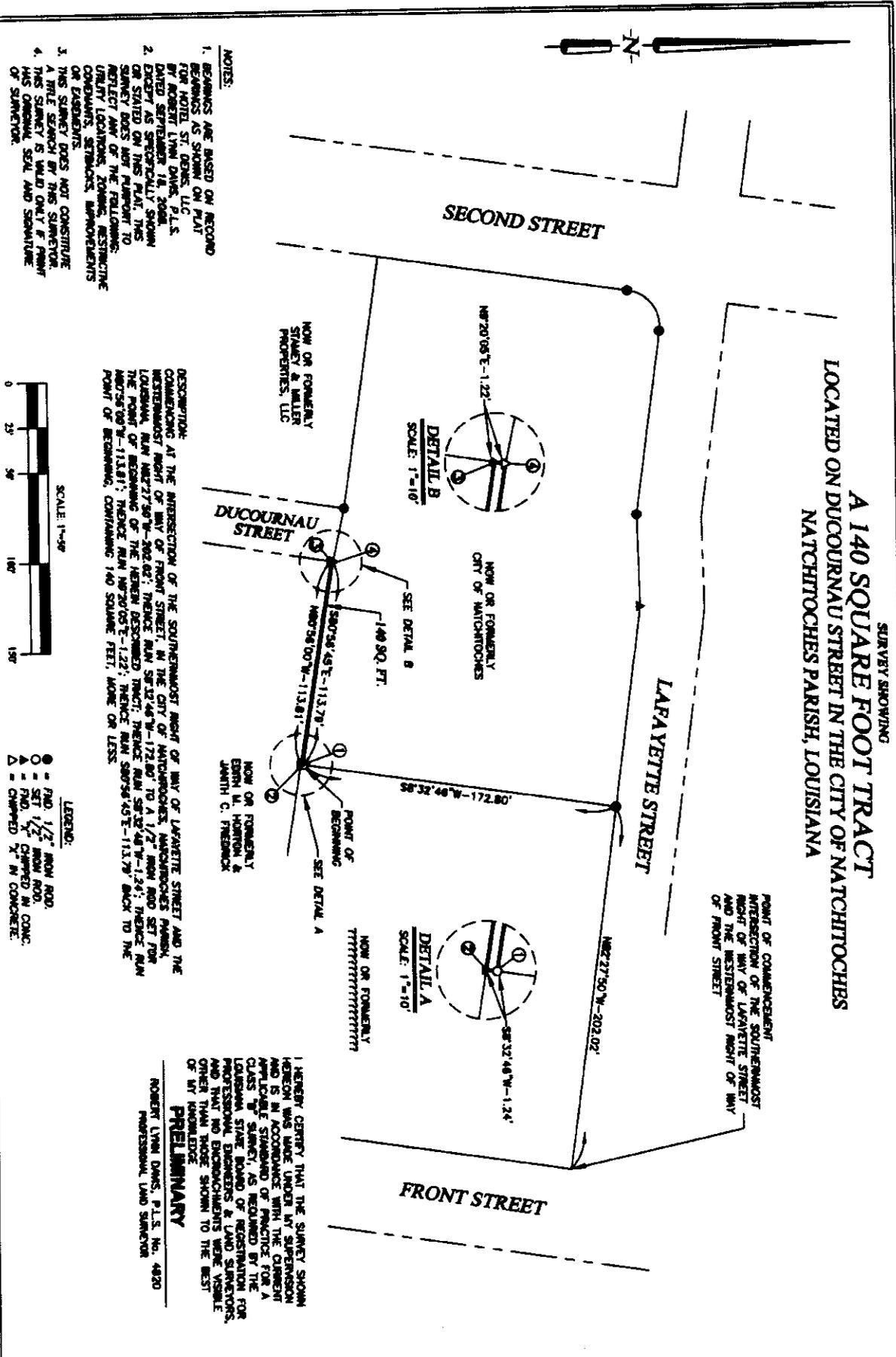
**By: Lee Posey**

\_\_\_\_\_  
**NOTARY PUBLIC**

Print Name: \_\_\_\_\_

Notary # \_\_\_\_\_

SURVEY SHOWING  
**A 140 SQUARE FOOT TRACT**  
 LOCATED ON DUCOURNAU STREET IN THE CITY OF NATCHITOCHEES  
 NATCHITOCHEES PARISH, LOUISIANA



- NOTES:**
1. BEARINGS ARE BASED ON RECORD BEARINGS AS SHOWN ON PLAT FOR HOTEL ST. DENIS, L.L.C. BY ROBERT LYNN DAVIS, P.L.S. DATED SEPTEMBER 24, 2008 OR STATED ON THIS PLAT THIS SURVEY DOES NOT RELY UPON ANY OF THE FOLLOWING: METRIC UNITS OF MEASURE, RESTRICTIVE COVENANTS, EASEMENTS, IMPROVEMENTS OR EASEMENTS.
  2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THIS SURVEYOR.
  3. THIS SURVEY IS VALID ONLY IF PRINTED ON ORIGINAL SIZE AND SIGNATURE OF SURVEYOR.

**DESCRIPTION:**  
 COMMENCING AT THE INTERSECTION OF THE SOUTHERNMOST RIGHT OF WAY OF LAFAYETTE STREET AND THE WESTERMOST RIGHT OF WAY OF FRONT STREET, IN THE CITY OF NATCHITOCHEES, NATCHITOCHEES PARISH, LOUISIANA, RUN N87°20'08"E-122.00'; THENCE RUN S87°20'08"E-122.00' TO A 1/2" IRON ROD SET FOR THE POINT OF BEGINNING OF THE HEREIN RESUMED TRACT; THENCE RUN S87°20'08"E-122.00' TO THE POINT OF BEGINNING OF THE HEREIN RESUMED TRACT; THENCE RUN S87°20'08"E-122.00' TO THE POINT OF BEGINNING, CONTAINING 140 SQUARE FEET, MORE OR LESS.

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY SUPERVISION AND IS IN ACCORDANCE WITH THE CURRENT APPLICABLE STANDARD OF PRACTICE FOR A CLASS "B" SURVEY, AS REQUIRED BY THE LOUISIANA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS & LAND SURVEYORS, AND THAT NO ENCUMBRANCES WERE VISIBLE OTHER THAN THOSE SHOWN TO THE BEST OF MY KNOWLEDGE.

**PRELIMINARY**

ROBERT LYNN DAVIS, P.L.S. No. 4820  
 PROFESSIONAL LAND SURVEYOR

FOR: **THE CITY OF NATCHITOCHEES**

REQUESTED BY: **RANDY LACAZE**

|             |                  |
|-------------|------------------|
| PROJECT No. | 195148           |
| DRAWN BY    | JRD              |
| CHECKED BY  | RLD              |
| DATE        | NOVEMBER 3, 2014 |

**DAVIS SURVEYING & MAPPING, L.L.C.**  
 926 THIRD STREET  
 NATCHITOCHEES, LA 71457  
 TEL (518) 356-9030



- LEGEND:**
- FIND 1/2" IRON ROD.
  - SET 1/2" IRON ROD.
  - △ FIND 1/4" CHIPPED IN CONC.
  - △ CHIPPED "X" IN CONCRETE.

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

**RESOLUTION NO. 114 OF 2014**

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER  
INTO A CONTRACT WITH EMPLOYERS RISK MANAGEMENT  
SERVICES AS THE WORKERS COMPENSATION THIRD PARTY  
ADMINISTRATOR FOR THE CITY OF NATCHITOCHE**

**WHEREAS**, the Insurance Committee has reviewed the proposals submitted by Employers Risk Management, as a third party administrator, for the handling of worker's compensation claims for the City of Natchitoches; and

**WHEREAS**, the annual premium for this contract is **\$12,580.00** for the period January 1, 2015 through January 1, 2016; and

**WHEREAS**, it is the recommendation of the committee that the contract be awarded to Employers Risk Management.

**NOW, THEREFORE, BE IT RESOLVED** that the Honorable Lee Posey, Mayor, is hereby authorized and 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:

|                 |   |
|-----------------|---|
| <b>AYES:</b>    | <b>Payne, Nielsen, Mims, Stamey, Morrow</b> |
| <b>NAYS:</b>    | <b>None</b>                                 |
| <b>ABSENT:</b>  | <b>None</b>                                 |
| <b>ABSTAIN:</b> | <b>None</b>                                 |

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to  
0 Nays on this 24<sup>th</sup> day of November, 2014.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

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

**RESOLUTION NO. 115 OF 2014**

**A RESOLUTION DECLARING THE INTENTION OF THE CITY OF NATCHITOCHE, STATE OF LOUISIANA, TO ISSUE UTILITIES REVENUE BONDS IN ONE OR MORE SERIES, IN AN AMOUNT NOT TO EXCEED TWO MILLION DOLLARS (\$2,000,000) FOR THE PURPOSE OF PAYING A PORTION OF THE COST OF CONSTRUCTING AND ACQUIRING ADDITIONS, EXTENSIONS AND IMPROVEMENTS TO THE CITY'S DRINKING WATER SYSTEM; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.**

**WHEREAS**, the City of Natchitoches, State of Louisiana (the "City") now owns and operates a combined waterworks plant and system, electric power and light plant and system and sewer utility system (the "System") as a combined revenue-producing work of public improvement; and,

**WHEREAS**, this City Council, as governing authority of the City, proposes that utilities revenue bonds will be issued by the City in the manner prescribed by and under the authority of Part XIII, Chapter 4, Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:1011, *et seq.*), and other constitutional and statutory authority (the "Act"), payable solely from the income and revenues of the System, subject to the prior payment of the reasonable and necessary expenses of operating and maintaining the System for the purpose of financing improvements to the drinking water portion of the System; and

**WHEREAS**, after December 1, 2014, the City will have outstanding the following described bonds payable from a pledge and dedication of the income and revenues of the system:

\$874,000 Utilities Revenue Bonds, Series 2009A, maturing on December 1 of the years 2015 through 2030, inclusive, bearing interest at a rate of 3.45% (inclusive of a 0.50% DHH Administrative Fee) and issued pursuant to Ordinance No. 44 of 2009 adopted by this governing authority on August 10, 2009;

\$2,613,000 Utilities Revenue Bonds, Series 2009B, maturing on December 1 of the years 2015 through 2030, inclusive, bearing interest at a rate of 3.45% (inclusive of a 0.50% DHH Administrative Fee) and issued pursuant to Ordinance No. 44 of 2009 adopted by this governing authority on August 10, 2009; and

\$1,030,000 of Utilities Revenue Refunding Bonds, Series 2013, maturing on December 1 of the years 2015 through 2022, inclusive, bearing interest at a rate of 2.15% and issued pursuant to Ordinance No. 30 of 2013 adopted by this governing authority on July 8, 2013;

the aforesaid issues being collectively referred to herein as the "Outstanding Parity Bonds"; and

**WHEREAS**, this governing authority now desires to give notice of intention pursuant to the Act to issue not exceeding \$2,000,000 of Taxable Utilities Revenue Bonds, Series 2015, to finance improvements to the drinking water portion of the System;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Natchitoches, State of Louisiana, acting as the governing authority of the City, that:

**SECTION 1. Intent to Issue Revenue Bonds.** Pursuant to and in compliance with the provisions of the Act, and other constitutional and statutory authority, this Governing Authority does hereby declare its intention to issue not to exceed Two Million Dollars (\$2,000,000) of Taxable Utilities Revenue Bonds (collectively, the "Bonds"), in the name of the City, in one or more series, the proceeds of which will be used to pay a portion of the cost of acquiring and constructing additions, extensions and improvements to the drinking water portion of the City's combined waterworks plant and system, electric power and light plant and system and sewer utility system, a work of public improvement, including equipment and fixtures (the "Project").

All of the Bonds shall be limited and special revenue bonds of the City, secured by and payable in principal, interest and redemption premium, if any, solely from the income and revenues derived or to be derived by the City from the operation of the System, after paying the reasonable and necessary expenses of operating and maintaining the System, and shall be issued on a complete parity with the City's Outstanding Parity Bonds described and defined above. The Bonds shall not be a charge on the other income and revenues of the City as prohibited under the provisions of Article VI, Section 37 of the Louisiana Constitution of 1974, nor shall they constitute an indebtedness or pledge of the general credit of the City. The Bonds shall be of such series, bear such dates, mature at such time or times, not to exceed twenty-two (22) years from their date of issuance, bear interest at such rate or rates not exceeding three and forty-five hundredths percent (3.45%) per annum, be sold at such price or prices, be in such denomination or denominations, be in fully registered form, carry such registration privileges, be payable in such medium of payment and at such place or places, be subject to such terms of redemption and be entitled to such priorities on the income and revenues of the System as the City may provide by ordinance(s) adopted at the time or times of issuance of the Bonds.

The City will, in such ordinance(s), enter into such covenants with the future owner or owners of the Bonds as to the management and operation of the System, the imposition and collection of rates and charges for the services rendered thereby, the disposition of such fees and revenues, the issuance of future bonds and the creation of future liens and encumbrances against the System and the revenues therefrom, the carrying of insurance on the System and the disposition of the proceeds of insurance, the keeping of books and records, and other pertinent matters as may be deemed proper by this Governing Authority to assure the marketability of the Bonds, consistent with the provisions of the Act and other applicable laws and regulations. Such ordinance(s) will also include remedies in case of default, provision for the issuance of parity bonds, and such additional covenants, agreements and provisions as are judged advisable or necessary by the City for the security of the registered owners of the Bonds, including sinking funds and reserves for the payment of principal and interest on the Bonds and an adequate depreciation fund for those repairs, extensions and improvements to the System as may be necessary to assure adequate and efficient service to the public, all as provided by the Act.

SECTION 2. Sale of Bonds. The Bonds are expected to be sold at a private sale to the Drinking Water Revolving Loan Fund ("DWRLF"), and may be issued and sold in installments as needed, all as provided for in the Act and other statutory authority.

SECTION 3. Public Hearing. This Governing Authority will meet in open and public session, on MONDAY, JANUARY 12, 2015 at FIVE THIRTY O'CLOCK (5:30) P.M., at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana, or at an earlier or later regular or special meeting of the Governing Authority to be determined by the Mayor, in consultation with counsel and duly advertised in the manner provided by law, to hear any objections to the proposed issuance of the Bonds; provided, however, if at such hearing a petition or petitions duly signed by the electors of the City in an aggregate number not less than five percent (5%) of the number of the electors of the City voting in the last special or general election held in the City object to the issuance of the Bonds, then the Bonds shall not be issued until approved by a vote of a majority of the qualified electors of the City who vote at a special election held for that purpose in the manner provided by Chapter 6-B, Title 18 of the Louisiana Revised Statutes of 1950. Any such petition shall be accompanied by a certificate of the Natchitoches Parish Registrar of Voters certifying that the signers of the petition are registered electors of the City and the number of signers amounts to not less than five percent (5%) of the registered voters that voted in the last election held in the City, all as provided by the Act.

SECTION 4. Notice of Intention. The City is hereby authorized, empowered and directed to publish an appropriate notice of the intention of the City to issue the Bonds in accordance with the provisions of this resolution and the Act. Such notice of intention shall be published in four (4) consecutive weekly issues of the official journal of the City, and shall be in substantially the following form, with any such changes as may be necessary upon the advice of bond counsel:

\* \* \* \* \*

**NOTICE OF INTENTION TO ISSUE  
NOT EXCEEDING \$2,000,000 OF  
TAXABLE UTILITIES REVENUE BONDS OF THE  
CITY OF NATCHITOCHEs, STATE OF LOUISIANA**

As provided by Resolution No. 115 of 2014 adopted on November 24, 2014, by the City Council of the City of Natchitoches, State of Louisiana, acting as the governing authority of the City of Natchitoches, State of Louisiana (the "City"), the City HEREBY DECLARES ITS INTENTION to issue up to Two Million Dollars (\$2,000,000) of Taxable Utilities Revenue Bonds (the "Bonds"), for the purpose of paying a portion of the cost of acquiring and constructing additions, extensions and improvements to the drinking water portion (the "Project") of the City's combined waterworks plant and system, electric power and light plant and system and sewer utility system, a work of public improvement, including equipment and fixtures (the "System").

The Bonds will be limited and special revenue bonds of the City, secured by and payable solely from the revenues of the System, after there have been paid from those revenues the reasonable and necessary expenses of operating and maintaining the System, and shall be issued

on a complete parity with the City's outstanding (i) Utilities Revenue Bonds, Series 2009A, (ii) Utilities Revenue Bonds, Series 2009B and (iii) Utilities Revenue Refunding Bonds, Series 2013. The Bonds will not be a charge on the other income and revenues of the City, nor shall they constitute an indebtedness or pledge of the general credit of the City. The Bonds will be issued pursuant to Part XIII, Chapter 4, Title 39 of the Louisiana Revised Statutes of 1950, as amended, and/or other applicable laws (collectively, the "Act").

The Bonds will be issued and authorized by ordinance(s) adopted by the governing authority of the City, in one or more series, will mature up to twenty-two (22) years from their date of issuance, will bear interest at rates up to three and forty-five hundredths of one percent (3.45%), and will be subject to prepayment anytime without penalty. Proceeds of the Bonds may also be used to pay costs of issuance of the Bonds.

As provided by the Act, all of the other details of the Bonds will be set forth in the ordinance(s) authorizing their issuance, including the following: covenants relating to the management and operation of the System, the imposition and collection of rates and charges from the System's customers, the expenditure of such rates and charges, the issuance of future bonds and the creation of future liens and encumbrances against the System and all other pertinent matters as may be necessary to the authorization and issuance of the Bonds.

The Bonds are expected to be sold at a private sale, as provided for in the Act, to the Drinking Water Revolving Loan Fund, and the Bonds will also be approved by the State Bond Commission prior to their delivery.

THE PUBLIC IS HEREBY NOTIFIED that the governing authority of the City will meet in open and public session on MONDAY, JANUARY 12, 2015 at FIVE THIRTY O'CLOCK (5:30) P.M., at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana, to hear any objections to the proposed issuance of the Bonds. If at such hearing a petition duly signed by electors of the City in a number not less than five percent (5%) of the number of such electors voting in the last special or general election object to the issuance of the Bonds, then the Bonds shall not be issued until approved at an election held for that purpose. Any such petition must be accompanied by a certificate of the Natchitoches Parish Registrar of Voters certifying that the signers of the petition(s) are registered electors of the City and the number of signers amounts to not less than five percent (5%) of the registered voters that voted in the last tax election held in the City, all as provided by the Act.

CITY OF NATCHITOCHEs, STATE OF  
LOUISIANA

\* \* \* \* \*

SECTION 5. State Bond Commission. Application is hereby made to the State Bond Commission, Baton Rouge, Louisiana, for approval of not to exceed \$2,000,000 of Utilities Revenue Bond of the City, to mature on or before twenty-two (22) years from the date thereof and to bear interest at a rate not to exceed three and forty-five hundredths percent (3.45%) per annum, as described above. A certified copy of this resolution shall be submitted to the State

Bond Commission, together with a request for prompt consideration and approval of this application.

By virtue of the City's application for, acceptance and utilization of the benefits of the Louisiana State Bond Commission's approval(s) resolved and set forth herein, it resolves that the City understands and agrees that such approval(s) are expressly conditioned upon, and it further resolves that it understands, agrees and binds itself, its successors and assigns, to full and continuing compliance with the "State Bond Commission Policy on Approval of Proposed Use of Swaps, or other forms of Derivative Products Hedges, Etc.", adopted by the State Bond Commission on July 20, 2006, as to the borrowing(s) and other matter(s) subject to the approval(s), including subsequent application and approval under said Policy of the implementation or use of any swap(s) or other product(s) or enhancement(s) covered thereby.

**SECTION 6. Employment of Special Counsel.** It is understood that Adams and Reese LLP, Special Counsel of New Orleans, Louisiana, as counsel to the DWRLF, shall prepare and submit to this Governing Authority for adoption all of the proceedings incidental to the authorization, issuance, sale and delivery of the Bonds, shall coordinate with and advise this Governing Authority as to the issuance and sale of the Bonds, shall coordinate the application to the State Bond Commission for approval of the Bonds, and shall furnish their opinion covering the legality of the issuance thereof. The fee of special counsel in connection with the issuance of the Bonds is hereby fixed at a sum which shall be in accordance with the Attorney General's fee schedule for revenue bonds based on the principal amount of the Bonds actually issued, sold, delivered and paid for, plus "out-of-pocket" expenses; provided, however, that said fee shall be contingent upon the sale, issuance and delivery of the Bonds and shall be considered as a cost of issuance of the Bonds.

This governing authority acknowledges that Adams and Reese LLP has been engaged by the DWRLF, that the DWRLF is the firm's client in this matter, and that the City is not the firm's client in this matter. City Attorney Ronald E. Corkern, Esq. shall represent the City and shall be the City's legal counsel in connection with the issuance of the Bonds.

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

|                 |   |
|-----------------|---|
| <b>AYES:</b>    | <b>Payne, Nielsen, Mims, Stamey, Morrow</b> |
| <b>NAYS:</b>    | <b>None</b>                                 |
| <b>ABSENT:</b>  | <b>None</b>                                 |
| <b>ABSTAIN:</b> | <b>None</b>                                 |

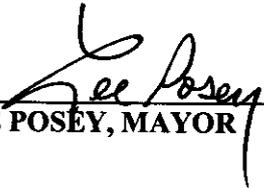
**THEREUPON,** Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays this 24th day of November, 2014.

/s/ Lee Posey  
**LEE POSEY, MAYOR**

This Resolution was then present for a vote, and 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 this 24th day of November, 2014.

  
\_\_\_\_\_  
LEE POSEY, MAYOR

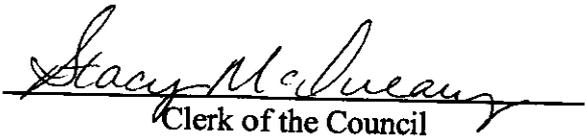
STATE OF LOUISIANA

PARISH OF NATCHITOCHE

I, the undersigned Clerk of the Council of the City of Natchitoches, State of Louisiana (the "City"), do hereby certify that the foregoing pages constitute a true and correct copy of a resolution adopted by said governing authority on November 24, 2014, declaring the intention of the City of Natchitoches, State of Louisiana, to issue Utilities Revenue Bonds, in one or more series, in an amount not to exceed Two Million Dollars (\$2,000,000) for the purpose of paying a portion of the cost of constructing and acquiring additions, extensions and improvements to the City's drinking water system; and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of the City at Natchitoches, Louisiana, on this, the 24th day of November, 2014.

(SEAL)

  
Clerk of the Council

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

**RESOLUTION NO. 116 OF 2014**

**A RESOLUTION APPROVING THE 2014 MUNICIPAL WATER POLLUTION PREVENTION AUDIT REPORT FOR THE CITY OF NATCHITOCHEES**

**WHEREAS**, the City of Natchitoches owns and operates a Waste Water Treatment facility; and

**WHEREAS**, the Louisiana Department of Environmental Quality (“La DEQ”) has permitted the operation of the Waste Water Treatment Facility under LPDES Permit #LA009222; and

**WHEREAS**, the Natchitoches City Council hereby confirms that it has reviewed and approved the Environmental Audit Report and hereby informs EPA Region 6 that the following actions were taken by the Mayor and the City Council:

1. Reviewed the Municipal Water Pollution Prevention Environmental Audit Report, which is attached to this resolution.
2. Set forth the following actions necessary to maintain permit requirements contained in the NPDES Permit Number LA0095222:
3. Resolved to provide the necessary funding to provide Training opportunities for all water and wastewater personnel.

**WHEREAS**, the Natchitoches City Council acknowledges that the operation of the Waste Treatment Facility is in compliance with the provisions of the LPDES discharge permit.

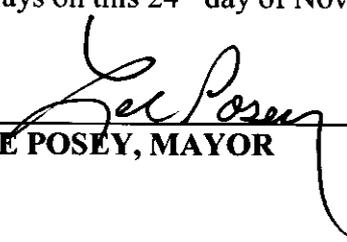
**NOW, THEREFORE, BE IS RESOLVED** that the Clerk for the City of Natchitoches is hereby authorized and directed to submit to the Louisiana Department of Quality the Annual Environmental Audit Report for the period November 2013 through October 2014.

**BE IT FURTHER RESOLVED** that the Clerk for the City of Natchitoches is hereby authorized to provide any other information as may be required by the LaDEQ.

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 24<sup>th</sup> day of November, 2014.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

# LOUISIANA

## MUNICIPAL WATER POLLUTION PREVENTION

### MWPP



**Facility Name:**

City of Natchitoches/  
Wastewater Treatment Plant

**LWDPS Permit Number:**

LA0095222

**NPDES Permit Number:**

38060

**Address:**

P. O. Box 37

Natchitoches, La 71457

**Parish:**

Natchitoches

**(Person Completing Form) Name:**

Harry Garsee

**Title:**

Plant Manager

**Date Completed:**

## **Instructions to the Operator-in-Charge**

- 1. Complete only the sections of the Environmental Audit which apply to your wastewater treatment system. Leave sections that do not apply blank and enter a "0" for the point value.**
- 2. Parts 1 through 7 contain questions for which points may be generated. These points are intended to communicate to the department and the governing body or owner what actions will be necessary to prevent effluent violations. Place the point totals from parts 1 through 7 on the Point Calculation page.**
- 3. Add up the point totals.**
- 4. Submit the Environmental Audit to the governing body or owner for their review and approval.**
- 5. The governing body must pass a resolution which contains the following items:**
  - a. The resolution or letter must acknowledge the governing body or owner has reviewed the Environmental Audit.**
  - b. The resolution must indicate specific actions, if any, will be taken to maintain compliance and prevent effluent violations. Proposed actions should address the parts where maximum or close to maximum points were generated in the Environmental Audit.**
  - c. The resolution should provide any other information the governing body deems appropriate.**

Facility Name

LA0095222

**PART B INFLUENT FLOW/LOADINGS**

**Part 1: Influent Flow/Loadings (All plants)**

A. List the average monthly volumetric flows and BOD loadings received at your facility during the last reporting year.

| Col. 1<br>Average<br>Monthly Flow<br>(million gallons<br>per day, MGD) |   | Col. 2<br>Average<br>Monthly BOD,<br>Concentration<br>(mg/l) |          | Col. 3<br>Average<br>Monthly BOD,<br>Loading<br>(pounds per day) |
|--|---|--|----------|--|
| 2.01   | X | 395  | X 8.34 = | 6621   |
| 2.04   | X | 358  | X 8.34 = | 6001   |
| 1.92   | X | 210  | X 8.34 = | 3362   |
| 2.33   | X | 190  | X 8.34 = | 3692   |
| 2.43   | X | 210  | X 8.34 = | 2455   |
| 2.49   | X | 190  | X 8.34 = | 3945   |
| 2.05   | X | 310  | X 8.34 = | 5300   |
| 2.02   | X | 190  | X 8.34 = | 3200   |
| 1.86   | X | 325  | X 8.34 = | 5041   |
| 2.70   | X | 1.96   | X 8.34 = | 4413   |
| 1.72   | X | 1.87   | X 8.34 = | 2682   |
| 2.10   | X | 190  | X 8.34 = | 3327   |

BOD loading = Average Monthly Flow (in MGD) x Average Monthly BOD concentration (in mg/l) x 8.34.

B. List the design flow and design BOD loading for your facility in the blanks below. If you are not aware of these design quantities, refer to your Operation and Maintenance Manual (O & M) or contact your consulting engineer.

Design Flow, MGD

4.9

X 0.90 =

4.41

Design BOD, lb/day

9808

X 0.90 =

8827

Facility Name LA0095222

C. How many months did the monthly flow (Col. 1) to the wastewater treatment plant (WWTP) exceed 90% of design flow?  
Circle the number of months and corresponding point total. Write the point total in the box below at the right.

|        |   |   |   |   |   |   |   |   |   |   |    |    |    |        |
|--------|---|---|---|---|---|---|---|---|---|---|----|----|----|--------|
| months | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | months |
| points | 0 | 0 | 0 | 0 | 0 | 5 | 5 | 5 | 5 | 5 | 5  | 5  | 5  | points |

Write 0 or 5 in the C point total box 0 C Point Total

D. How many months did the monthly flow (Col. 1) to the WWTP exceed the design flow?  
Circle the number of months and corresponding point total. Write the point total in the box below at the right.

|        |   |   |   |    |    |    |    |    |    |    |    |    |    |        |
|--------|---|---|---|----|----|----|----|----|----|----|----|----|----|--------|
| months | 0 | 1 | 2 | 3  | 4  | 5  | 6  | 7  | 8  | 9  | 10 | 11 | 12 | months |
| points | 0 | 5 | 5 | 10 | 10 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | points |

Write 0, 5, 10, or 15 in the D point total box 0 D Point Total

E. How many months did the monthly BOD loading (Col. 3) to the WWTP exceed 90% of the design loading?  
Circle the number of months and corresponding point total. Write the point total in the box below at the right.

|        |   |   |   |   |   |    |    |    |    |    |    |    |    |        |
|--------|---|---|---|---|---|----|----|----|----|----|----|----|----|--------|
| months | 0 | 1 | 2 | 3 | 4 | 5  | 6  | 7  | 8  | 9  | 10 | 11 | 12 | months |
| points | 0 | 0 | 5 | 5 | 5 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | points |

Write 0, 5, or 10 in the E point total box 0 E Point Total

F. How many times did the monthly BOD loading (Col. 3) to the WWTP exceed the design loading?  
Circle the number of months and corresponding point total. Write the point total in the box below at the right.

|        |   |    |    |    |    |    |    |    |    |    |    |    |    |        |
|--------|---|----|----|----|----|----|----|----|----|----|----|----|----|--------|
| months | 0 | 1  | 2  | 3  | 4  | 5  | 6  | 7  | 8  | 9  | 10 | 11 | 12 | months |
| points | 0 | 10 | 20 | 30 | 40 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | points |

Write 0, 10, 20, 30, 40, or 50 in the F point total box 0 F Point Total

G. Add together each point total for C through F and place this sum in the box below at the right.

TOTAL POINT VALUE FOR PART 1 0 (max=80)

Also enter this value on the point calculation table on page 16.

Facility Name

LA00952000

**PART 2: EFFLUENT QUALITY/PLANT PERFORMANCE**

A. List the monthly average effluent BOD and TSS concentrations produced by your facility during the last reporting year.

| Month | Column 1<br>Avg. Monthly<br>BOD (mg/l) | Column 2<br>Avg. Monthly<br>TSS (mg/l) |
|-------|--|--|
| NOV   | 4.2                                    | 6.6                                    |
| DEC   | 3.7                                    | 4.8                                    |
| JAN   | 4.8                                    | 8.0                                    |
| FEB   | 9.2                                    | 8.7                                    |
| MAR   | 5.0                                    | 6.8                                    |
| APR   | 4.5                                    | 6.6                                    |
| MAY   | 5.1                                    | 8.1                                    |
| JUN   | 3.6                                    | 8.5                                    |
| JUL   | 2.8                                    | 5.8                                    |
| AUG   | 0.7                                    | 2.8                                    |
| SEP   | 3.4                                    | 5.7                                    |
| OCT   |  |  |

B. List the monthly average permit limits for your facility in the blanks below.

|           | Permit Limit |          | 90% of Permit Limit |
|-----------|--------------|----------|---------------------|
| BOD, mg/l | 30           | X 0.90 = | 27                  |
| TSS, mg/l | 30           | X 0.90 = | 27                  |

Facility Name

LA0095222

C. Continuous Discharge to Surface Water

i. How many months did the effluent BOD concentration (Col. 1) exceed 90% of permit limits? Circle the number of months and corresponding point total. Write the point total in the box below at the right.

|        |   |   |    |    |    |    |    |    |    |    |    |    |    |        |
|--------|---|---|----|----|----|----|----|----|----|----|----|----|----|--------|
| months | 0 | 1 | 2  | 3  | 4  | 5  | 6  | 7  | 8  | 9  | 10 | 11 | 12 | months |
| points | 0 | 0 | 10 | 20 | 30 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | points |

Write 0, 10, 20, 30 or 40 in the i point total box  i Point Total

ii. How many months did the effluent BOD concentration (Col. 1) exceed permit limits? Circle the number of months and corresponding point total. Write the point total in the box below at the right.

|        |   |   |   |    |    |    |    |    |    |    |    |    |    |        |
|--------|---|---|---|----|----|----|----|----|----|----|----|----|----|--------|
| months | 0 | 1 | 2 | 3  | 4  | 5  | 6  | 7  | 8  | 9  | 10 | 11 | 12 | months |
| points | 0 | 5 | 5 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | points |

Write 0, 5, or 10 in the ii point total box  ii Point Total

iii. How many months did the effluent TSS concentration (Col. 2) exceed 90% of permit limits? Circle the number of months and corresponding point total. Write the point total in the box below at the right.

|        |   |   |    |    |    |    |    |    |    |    |    |    |    |        |
|--------|---|---|----|----|----|----|----|----|----|----|----|----|----|--------|
| months | 0 | 1 | 2  | 3  | 4  | 5  | 6  | 7  | 8  | 9  | 10 | 11 | 12 | months |
| points | 0 | 0 | 10 | 20 | 30 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | points |

Write 0, 10, 20, 30, or 40 in the iii point total box  iii Point Total

iv. How many months did the effluent TSS concentration (Col.2) exceed permit limits? Circle the number of months and corresponding point total. Write the point total in the box below at the right.

|        |   |   |   |    |    |    |    |    |    |    |    |    |    |        |
|--------|---|---|---|----|----|----|----|----|----|----|----|----|----|--------|
| months | 0 | 1 | 2 | 3  | 4  | 5  | 6  | 7  | 8  | 9  | 10 | 11 | 12 | months |
| points | 0 | 5 | 5 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | points |

Write 0, 5, or 10 in the iv point total box  iv Point Total

v. Add together each point total for i through iv and place this sum in the box below at the right.

TOTAL POINT VALUE FOR PART 2  (max=100)  
Also enter this value on the point calculation table on page 16.

Facility Name

LA0095222

**D. Other Monitoring and Limits**

**i. At any time in the past year was there an exceedance of a permit limit for other pollutants such as: ammonia-nitrogen, phosphorus, pH, residual chlorine, or fecal coliform?**

Check one box       Yes  No      If yes, please describe:

**ii. At any time in the past year was there a "failure" of a Biomonitoring (Whole Effluent Toxicity) test of the effluent?**

Check one box       Yes  No      If yes, please describe:

**iii. At any time in the past year was there an exceedance of a permit limit for a toxic substance?**

Check one box       Yes  No      If yes, please describe:

Facility Name

LA0095222

**PART 3: AGE OF THE WASTEWATER TREATMENT FACILITIES**

A. What year was the wastewater treatment plant constructed or last major expansion/improvements completed? 1993

Current Year - (Answer to A) = Age in years

2014 - 1993 = 21 years

Enter Age in Part C below.

B. Check the type of treatment facility that is employed:

|          |   | Factor |
|----------|---|--------|
| <u>X</u> | Mechanical Treatment Plant<br>(Trickling filter, activated<br>sludge, etc.)<br>Specify Type _____ | 2.5    |
| _____    | Aerated Lagoon  | 2.0    |
| _____    | Stabilization Pond  | 1.5    |
| _____    | Other (Specify) _____   | 1.0    |

C. Multiply the factor listed next to the type of facility your community employs by the age of your facility to determine the total point value of Part 3:

$$\text{TOTAL POINT VALUE FOR PART 3} = \frac{2.5}{\text{FACTOR}} \times \frac{21}{\text{AGE}} = \boxed{50} \quad (\text{max} = 50)$$

Also enter this value or 50, which ever is less, on the point calculation table on page 16.

D. Please attach a schematic of the treatment plant.

Facility Name

LA0095222

**PART 3: AGE OF THE WASTEWATER TREATMENT FACILITIES**

A. What year was the wastewater treatment plant constructed or last major expansion/improvements completed? 1993

Current Year - (Answer to A) = Age in years

2014 - 1993 = 21 years

Enter Age in Part C below.

B. Check the type of treatment facility that is employed:

|          |   | Factor |
|----------|---|--------|
| <u>X</u> | Mechanical Treatment Plant<br>(Trickling filter, activated<br>sludge, etc.)<br>Specify Type _____ | 2.5    |
| _____    | Aerated Lagoon  | 2.0    |
| _____    | Stabilization Pond  | 1.5    |
| _____    | Other (Specify) _____   | 1.0    |

C. Multiply the factor listed next to the type of facility your community employs by the age of your facility to determine the total point value of Part 3:

$$\text{TOTAL POINT VALUE FOR PART 3} = \frac{2.5}{\text{FACTOR}} \times \frac{21}{\text{AGE}} = \boxed{50} \quad (\text{max} = 50)$$

Also enter this value or 50, whichever is less, on the point calculation table on page 16.

D. Please attach a schematic of the treatment plant.

**PART 4: OVERFLOWS AND BYPASSES**

A. (1) List the number of times in the last year there was an overflow, bypass, or unpermitted discharge of untreated or incompletely treated wastewater due to heavy rain: 3  
(Circle One) 0 = 0 points      1 = 5 points      2 = 10 points  
                  3 = 15 points      4 = 30 points      5 or more = 50 points

(2) List the number of bypasses, overflows, or unpermitted discharges shown in A (1) that were within the collection system and the number at the treatment plant.  
Collection System 3      Treatment Plant 0

B. (1) List the number of times in the last year there was a bypass or overflow of untreated or incompletely treated wastewater due to equipment failure, either at the treatment plant or due to pumping problems in the collection system: 1  
(Circle One) 0 = 0 points      1 = 5 points      2 = 10 points  
                  3 = 15 points      4 = 30 points      5 or more = 50 points

(2) List the number of bypasses or overflows shown in B (1) that were within the collection system and the number at the treatment plant.  
Collection System 1      Treatment Plant 0

C. Specify whether the bypasses came from the city or village sewer system or from contract or tributary communities/sanitary districts, etc.  
City Sewer System

D. Add the point values circled for A and B and place the total in the box below.

TOTAL POINT VALUE FOR PART 4 20 (max=100)

Also enter this value on the point calculation table on page 16.

E. List the person responsible for reporting overflows, bypasses, or unpermitted discharges to State and Federal authorities:  
Dewane Steadman

Describe the procedure for gathering, compiling, and reporting:  
Work Orders & trouble reports

Facility Name

LA00952222

**PART 5: SLUDGE STORAGE AND DISPOSAL SITES**

**A. Sludge Storage**

How many months of sludge storage capacity does your wastewater treatment facility have available, either on-site or off-site?

Circle the number of months and corresponding point total. Write the point total in the box below at the right.

|        |              |    |    |        |    |        |
|--------|--------------|----|----|--------|----|--------|
| months | <u>&lt;2</u> | 2  | 3  | 4 to 5 | >6 | months |
| points | 50           | 30 | 20 | 10     | 0  | points |

Write 0, 10, 20, 30, or 50 in the A point total box  A Point Total

**B. For how many months does your facility have access to (and approval for) sufficient land disposal sites to provide proper land disposal?**

Circle the number of months and corresponding point total. Write the point total in the box below at the right.

|        |    |         |          |          |               |        |
|--------|----|---------|----------|----------|---------------|--------|
| months | <2 | 6 to 11 | 12 to 23 | 24 to 35 | <u>&gt;36</u> | months |
| points | 50 | 30      | 20       | 10       | 0             | points |

Write 0, 10, 20, 30, or 50 in the B point total box  B Point Total

**C. Add together the A and B point values and place this sum in the box below at the right:**

**TOTAL POINT VALUE FOR PART 5**  (max=100)

Also enter this value on the point calculation table on page 16.

**PART 6: NEW DEVELOPMENT**

A. Please provide the following information for the total of all sewer line extensions which were installed during the last year.

Design Population: \_\_\_\_\_

Design Flow: \_\_\_\_\_ MGD

Design BOD<sub>5</sub>: \_\_\_\_\_ mg/l

B. Has an industry (or other development) moved into the community or expanded production in the past year, such that either flow or pollutant loadings to the sewerage system were significantly increased (5% or greater)?

(Circle One)

No = 0 points

Yes = 15 points

Describe: \_\_\_\_\_  
 \_\_\_\_\_

List any new pollutants: \_\_\_\_\_  
 \_\_\_\_\_

C. Is there any development (industrial, commercial, or residential) anticipated in the next 2-3 years, such that either flow or pollutant loadings to the sewerage system could significantly increase?

(Circle One)

No = 0 points

Yes = 15 points

Describe: \_\_\_\_\_  
 \_\_\_\_\_

List any new pollutants that you anticipate: \_\_\_\_\_  
 \_\_\_\_\_

D. Add together the point value circled in B and C and place the sum in the blank below.

TOTAL POINT VALUE FOR PART 6  (max=30)

Also enter this value on the point calculation table on page 16.

Facility Name

LA0095222

**PART 7: OPERATOR CERTIFICATION AND EDUCATION**

- A. What was the name of the operator-in-charge for the reporting year? Harry Garsee Name
- B. What is his/her certification number? 16-430 Cert. #
- C. What level of certification is the operator-in-charge required to have to operate the wastewater treatment plant? 3 Level Required
- D. What is the level of certification of the operator-in-charge? 4 Level Certified
- E. Was the operator-in-charge of the report year certified at least at the grade level required in order to operate this plant?  Check one box  yes = 0 points  no = 50 points  
Write 0 or 50 in the E point total box  E Point Total
- F. Has the operator-in-charge maintained recertification requirements during the reporting year?  Check one box  yes  no
- G. How many hours of continuing education has the operator-in-charge completed over the last two calendar years?  Check one box  12 hours or more = 0 points  Less than 12 hours = 50 points  
Write 0 or 50 in the G point total box  G Point Total
- H. Is there a written policy regarding continuing education and training for wastewater treatment plant employees?  Check one box  yes  no

Explain:

State Law

- I. What percentage of the continuing education expenses of the operator-in-charge were paid for:  
By the permittee? 100%  
By the operator? \_\_\_\_\_
- J. Add together the E and G point values and place this sum in the box below at the right:

**TOTAL POINT VALUE FOR PART 7**  (max = 100)

Also enter this value on the point calculation table on page 16.

Facility Name

LA0095222

**PART B: FINANCIAL STATUS**

- A. Are User-Charge Revenues sufficient to cover operation and maintenance expenses?  
✓ Check one box     Yes    No   If no, how are O & M costs being financed?

Explain:

- B. What financial resources do you have available to pay for your wastewater improvements and reconstruction needs?

1% Sales Tax

**PART 9 SUBJECTIVE EVALUATION**

**A. Collection System Maintenance**

1. Describe what sewer system maintenance work has been done in the last year.

Routine

2. Describe what lift station work has been done in the last year.

Maintenance

3. What collection system improvements does the community have under consideration for the next 5 years?

None

**B. If you have ponds, please answer the following questions:**

- |   |  |
|---|--|
| 1. Do you have duckweed buildup in your ponds?                                      | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. Do you mow your dikes regularly (at least monthly), to the waters edge?          | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3. Do you have bushes or trees growing on the dikes or in the ponds?                | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4. Do you have excess sludge buildup (> 1 foot) on the bottom of any of your ponds? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5. Do you exercise all of your valves?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6. Are your control manholes in good structural shape?                              | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7. Do you maintain at least three feet of freeboard in all your ponds?              | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 8. Do you visit your pond system, at least weekly?                                  | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Facility Name

LA0095222

**C. Treatment Plants**

1. Have the influent and effluent flow meters been calibrated in the last year?  Yes  No

Influent flow meter calibration date(s):

Effluent flow meter calibration date(s):

|  |          |
|--|----------|
|  | 8-6-2014 |
|--|----------|

2. What problems, if any, have been experienced over the last year that have threatened treatment?

None

3. Is your community presently involved in formal planning for treatment facility upgrading?

Yes  No If yes, describe:

D. Preventive Maintenance

1. Does your plant have a written plan for preventive maintenance on major equipment items?

Yes  No If yes, describe:

O & M Manuals

2. Does this preventive maintenance program depict frequency of intervals, types of lubrication, and other preventive maintenance tasks necessary for each piece of equipment?  Yes  No

3. Are these preventive maintenance tasks, as well as equipment problems, being recorded and filed so future maintenance problems can be assessed properly?  Yes  No

E. Sewer Use Ordinance

1. Does your community have a sewer use ordinance that limits or prohibits the discharge of excessive conventional pollutants (BOD, TSS, or pH) or toxic substances to the sewer from industries, commercial users, and residences?

Yes  No If yes, describe:

BOD 300MG/L  
TSS 300MG/L  
PH 5.5 - 9.5

2. Has it been necessary to enforce?  Yes  No If yes, describe:

F. Any additional comments about your treatment plant or collection system? (Attach additional sheet if necessary.)

Permit #: LA0095222

POINT CALCULATION TABLE

|   | Actual Values | Maximum    |
|---|---------------|------------|
| Part 1: <i>Influent Flow/Loadings</i>                   | <u>0</u>      | 80 points  |
| Part 2: <i>Effluent Quality /<br/>Plant Performance</i> | <u>0</u>      | 100 points |
| Part 3: <i>Age of WWTF</i>                              | <u>50</u>     | 50 points  |
| Part 4: <i>Overflows and Bypasses</i>                   | <u>20</u>     | 100 points |
| Part 5: <i>Ultimate Disposition of Sludge</i>           | <u>50</u>     | 100 points |
| Part 6: <i>New Development</i>                          | <u>0</u>      | 30 points  |
| Part 7: <i>Operator Certification<br/>Training</i>      | <u>0</u>      | 100 points |

TOTAL POINTS: 120

# ATTACHMENT 3

## SAMPLE MWPP RESOLUTION

Resolved that the village/town/city of Natchitoches informs the Louisiana Department of Environmental Quality that the following actions were taken by \_\_\_\_\_ (governing body).

1. Resolved the Municipal Water Pollution Prevention Environmental Audit Report which is attached to this resolution.
2. Set forth the following actions necessary to maintain permit requirements contained in the Louisiana Pollution Discharge Elimination System (LPDES) permit, number LA \_\_\_\_\_.

(Please be specific in listing the actions that will be taken to address the problems identified in the audit report.)

a.

b.

c.

d.

etc..

Passed by a majority/unanimous (circle one) vote of the \_\_\_\_\_  
on \_\_\_\_\_ (date).

\_\_\_\_\_  
\_\_\_\_\_  
CLERK

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

**RESOLUTION NO. 117 OF 2014**

**RESOLUTION OF SUPPORT FOR GRANT APPLICATION SUBMITTED TO THE LOUISIANA OFFICE OF COMMUNITY DEVELOPMENT, LOCAL GOVERNMENT ASSISTANCE PROGRAM**

**WHEREAS**, the Local Government Assistance Program (LGAP) assists units of local government with funding for needed infrastructure and long-term capital improvements; and

**WHEREAS**, eligible activities funded through the LGAP Program include fire protection and renovations to essential government buildings; and

**WHEREAS**, the Natchitoches Fire Department is in critical need of life-saving equipment.

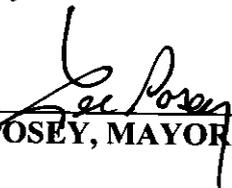
**NOW, THEREFORE, BE IT RESOLVED**, that the City of Natchitoches offers its full support of a grant application submitted by the Natchitoches Fire Department to the Louisiana Office of Community Development, Local Government Assistance Program.

**BE IT FURTHER RESOLVED**, that Mayor Lee Posey is hereby authorized to sign the grant application on behalf of the City of Natchitoches.

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

|                 |   |
|-----------------|---|
| <b>AYES:</b>    | <b>Payne, Nielsen, Mims, Stamey, Morrow</b> |
| <b>NAYS:</b>    | <b>None</b>                                 |
| <b>ABSENT:</b>  | <b>None</b>                                 |
| <b>ABSTAIN:</b> | <b>None</b>                                 |

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 24<sup>th</sup> day of November, 2014.

  
\_\_\_\_\_  
LEE POSEY, MAYOR

RESOLUTION NUMBER: 118

DATE: November 24, 2014

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. Payne as follows:

**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 Runway Rehabilitation of Runway 17/35 Thresholds; 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 Runway Rehabilitation of Runway 17/35 Thresholds and reimburse the sponsor up to \$88,500.00 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 AIP No. 3-22-0034-019-2014 and SPN H.011301, 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 24<sup>th</sup> day of November, 2014.

CITY OF NATCHITOCHEs

BY: Lee Posey

(Signature)

Lee Posey

(Typed or Printed Name)

TITLE: Mayor

ATTEST: Stacy McNeary

(Signature)

TITLE: Clerk

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

AGREEMENT

STATE PROJECT NO. H.011301  
A.I.P. NO. 3-22-0034-019-2014  
REHABILITATE RUNWAY 17/35 THRESHOLDS  
NATCHITOCHEs REGIONAL AIRPORT  
NATCHITOCHEs PARISH

THIS AGREEMENT, made and executed in two (2) original copies on this 19<sup>th</sup> day of December, 2014, 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 (34GA) and Underrun 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 a **drainage system study and the rehabilitation of runways 17/35 and 7/25.**
- 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 the Federal Aviation Administration (hereinafter referred to as FAA), DOTD or the Sponsor, the cost of this project will be shared between FAA and DOTD, with DOTD contributing an amount not to exceed **\$88,500.00**. With a written request from the Sponsor, DOTD may authorize, via letter, the approval of reimbursements over the amount here specified in accordance with R.S. 2:806.A, 2:807.B and 2:810. **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

Hannah Weuning  
(Witness for First Party)

BY: Lee Posey  
(Signature)

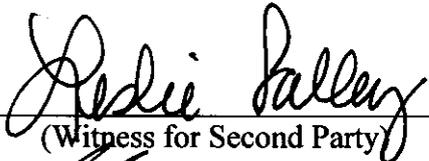
Stacy McCreary  
(Witness for First Party)

Lee Posey  
Typed or Printed Name

Mayor  
Title

726000931  
Sponsor's Federal Identification Number

WITNESSES:

  
\_\_\_\_\_  
(Witness for Second Party)  
  
\_\_\_\_\_  
(Witness for Second Party)

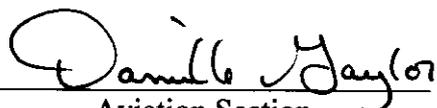
STATE OF LOUISIANA  
THROUGH THE DEPARTMENT OF  
TRANSPORTATION AND  
DEVELOPMENT

By:   
\_\_\_\_\_  
Assistant Secretary

RECOMMENDED FOR APPROVAL

BY:   
\_\_\_\_\_  
Division Head

APPROVED AS TO FORM

BY:   
\_\_\_\_\_  
Aviation Section

BY:   
\_\_\_\_\_  
Aviation Section

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

**RESOLUTION NO. 119 OF 2014**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONTRACT BETWEEN THE CITY OF NATCHITOCHEES AND REGIONAL CONSTRUCTION, LLC. FOR THE FY 2013 LCDBG STREET PROJECT**

**(BID NO. 0544)**

**WHEREAS**, the City of Natchitoches (CITY) awarded the bid to Regional Construction, LLC on May 12, 2014 by Ordinance No. 019 of 2014 in the amount of \$646,471.10 for the FY 2013 LCDBG Street Project, (Bid No. 0544); and,

**WHEREAS**, on November 11, 2014, CONTRACTOR issued Change Order No. 1, fully described in Attachment "A"; and

**WHEREAS**, the contract sum will be decrease by this Change Order No. 1 in the amount of \$69,942.28 and the revised contract total will be \$576,527.82; and,

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

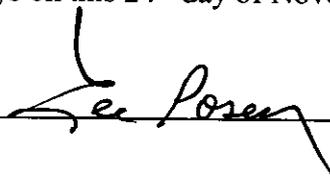
**WHEREAS**, the CITY is of the opinion that Change Order No. 1 is in the best interest of the CITY.

**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, Regional Construction, LLC.

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

|                 |   |
|-----------------|---|
| <b>AYES:</b>    | <b>Payne, Nielsen, Mims, Stamey, Morrow</b> |
| <b>NAYS:</b>    | <b>None</b>                                 |
| <b>ABSENT:</b>  | <b>None</b>                                 |
| <b>ABSTAIN:</b> | <b>None</b>                                 |

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 24<sup>th</sup> day of November, 2014.

  
\_\_\_\_\_

# Change Order

No. 1

Date of Issuance: November 11, 2014

Effective Date: November 11, 2014

|   |                                    |                                      |
|---|------------------------------------|--------------------------------------|
| Project: <u>FY 2013 LCDBG Streets</u>         | Owner: <u>City of Natchitoches</u> | Owner's Contract No.: <u>0544</u>    |
| Contract:                                     |                                    | Date of Contract: <u>5/22/14</u>     |
| Contractor: <u>Regional Construction, LLC</u> |                                    | Engineer's Project No.: <u>11049</u> |

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

Description:

Adjustments to reflect as-built quantities. See Attachment "A". \$-69,942.28

Attachments: (List documents supporting change):

See Justification on Attachment "A".

| CHANGE IN CONTRACT PRICE:  |  | CHANGE IN CONTRACT TIMES:  |  |
|--|--|--|--|
| Original Contract Price:   |  | Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days |  |
| \$ <u>646,470.10</u>   |  | Substantial completion (days or date): <u>120 Days</u>   |  |
|  |  | Ready for final payment (days or date): _____  |  |
| (Increase) (Decrease) from previously approved Change Orders No. _____ to No. _____: |  | (Increase) (Decrease) from previously approved Change Orders No. _____ to No. _____:                             |  |
| \$ <u>N/A</u>  |  | Substantial completion (days): _____   |  |
|  |  | Ready for final payment (days): _____  |  |
| Contract Price prior to this Change Order:   |  | Contract Times prior to this Change Order:   |  |
| \$ <u>646,470.10</u>   |  | Substantial completion (days or date): <u>120 Days</u>   |  |
|  |  | Ready for final payment (days or date): _____  |  |
| (Increase) (Decrease) of this Change Order:  |  | (Increase) (Decrease) of this Change Order:  |  |
| \$ <u>(69,942.28)</u>  |  | Substantial completion (days or date): <u>0</u>  |  |
|  |  | Ready for final payment (days or date): _____  |  |
| Contract Price incorporating this Change Order:                                      |  | Contract Times with all approved Change Orders:  |  |
| \$ <u>576,527.82</u>   |  | Substantial completion (days or date): <u>120 Days</u>   |  |
|  |  | Ready for final payment (days or date): _____  |  |

|  |  |   |
|--|--|---|
| RECOMMENDED: CGS Engineering                                   | ACCEPTED: City of Natchitoches                       | ACCEPTED: Regional Construction                             |
| By: <u>K. Randall Dumas</u><br>Engineer (Authorized Signature) | By: <u>Lee Posen</u><br>Owner (Authorized Signature) | By: <u>[Signature]</u><br>Contractor (Authorized Signature) |
| Date: <u>11-11-14</u>  | Date: <u>11-25-14</u>                                | Date: <u>11/12/14</u>                                       |
| Approved by Funding Agency (if applicable): <u>[Signature]</u> |  | Date: <u>11/13/2014</u>                                     |
|  | <u>LCDBG</u>   |   |

TO OWNER:

CITY OF NATCHITOCHEES  
NATCHITOCHEES, LA

PROJECT:

CITY OF NATCHITOCHEES  
FY 2013 LCDBG STREET PROJECT

APPLICATION NO:

2

Distribution to:

OWNER  
 ARCHITECT  
 CONTRACTOR

FROM CONTRACTOR:

VIA ARCHITECT:

REGIONAL CONSTRUCTION LLC  
131 INDUSTRIAL AVE  
NATCHITOCHEES, LA 71457

COITERN, GRAFF, SMOAK ENGINEERING, INC.  
6305 WESTPORT AVE. PROJECT NOS: 724744  
SHREVEPORT, LA 71129

PERIOD TO: 11/18/2014

CONTRACT FOR:

CONTRACT DATE:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

- 1. ORIGINAL CONTRACT SUM \$ 646,470.10
- 2. Net change by Change Orders \$ (69,942.28)
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 576,527.82
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 576,527.82

5. RETAINAGE:

- a. % of Completed Work \$
- (Column D + E on G703)
- b. % of Stored Material \$
- (Column F on G703)
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 576,527.82

- 5. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 545,801.43
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 207,639.37
- 3. CURRENT PAYMENT DUE \$
- 2. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$

CONTRACTOR:

*[Signature]*

By: \_\_\_\_\_ Date: 11/18/14

State of: LOUISIANA County of: NATCHITOCHEES  
Subscribed and sworn to before me this 18th day of November, 2014  
Notary Public: *[Signature]*  
My Commission Expires: \_\_\_\_\_ at death #67677

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED .....\$ 39,726.37

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)  
ARCHITECT:

By: *[Signature]* R.E. Date: 11.20.14

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

| CHANGE ORDER SUMMARY                               | ADDITIONS   | DEDUCTIONS  |
|--|-------------|-------------|
| Total changes approved in previous months by Owner |             | \$69,942.28 |
| Total approved this Month                          |             |             |
| <b>TOTALS</b>                                      |             | \$69,942.28 |
| <b>NET CHANGES by Change Order</b>                 | (69,942.28) |             |

CITY OF NATCHITOCHEES  
GENERAL FUND BUDGET REPORT  
AS OF OCTOBER 31, 2014

|                          | CURRENT MONTH           |                   |           |                     | YEAR TO DATE |                |                              |                            |
|--------------------------|-------------------------|-------------------|-----------|---------------------|--------------|----------------|------------------------------|----------------------------|
|                          | TOTAL BUDGET<br>14/15FY | MONTHLY BUDGET *1 | ACTUAL    | (OVER) UNDER BUDGET | YTD ACTUAL   | ENCUM- BRANCES | UNREALIZED AVAILABLE BALANCE | PERCENT RECEIVED/ EXPENSED |
| REVENUE                  | 14,327,247              | 1,193,937         | 1,050,972 | (142,964.77)        | 4,949,955    |                | 9,377,292                    | 34.55%                     |
| EXPENDITURES             |                         |                   |           |                     |              |                |                              |                            |
| DEPARTMENT:              |                         |                   |           |                     |              |                |                              |                            |
| CITY HALL / FINANCE      | 537,294                 | 44,775            | 61,640    | (16,865.54)         | 211,136      | 1,035          | 325,123                      | 39.49%                     |
| COMMUNITY DEVELOPMENT    | 707,327                 | 58,944            | 95,300    | (36,356.40)         | 334,566      | 26,345         | 346,416                      | 51.02%                     |
| PLANNING & ZONING        | 247,631                 | 20,636            | 35,357    | (14,720.83)         | 96,437       | 800            | 150,394                      | 39.27%                     |
| FIRE DEPARTMENT          | 3,221,660               | 268,472           | 319,760   | (51,288.78)         | 1,173,554    | 2,644          | 2,045,462                    | 36.51%                     |
| POLICE DEPARTMENT        | 4,847,710               | 403,976           | 464,694   | (60,718.59)         | 1,694,271    | 3,074          | 3,150,364                    | 35.01%                     |
| ANIMAL SHELTER           | 172,575                 | 14,381            | 15,488    | (1,107.01)          | 57,662       | 154            | 114,759                      | 33.50%                     |
| PURCHASING               | 266,434                 | 22,203            | 26,214    | (4,011.65)          | 97,237       | 39             | 169,158                      | 36.51%                     |
| CITY GARAGE              | 252,914                 | 21,076            | 35,865    | (14,788.88)         | 108,676      | 1,581          | 142,657                      | 43.59%                     |
| RECREATION *2            | 742,201                 | 61,850            | 108,974   | (47,123.96)         | 458,711      | 14,191         | 269,299                      | 63.72%                     |
| PUBLIC WORKS             | 1,218,565               | 101,547           | 129,161   | (27,614.19)         | 493,153      | 3,323          | 722,088                      | 40.74%                     |
| INDIRECT EXPENSE         | 1,961,537               | 163,461           | 145,616   | 17,845.00           | 798,826      | 23,229         | 1,139,482                    | 41.91%                     |
| PROGRAMMING & PROMOTIONS | 151,399                 | 12,617            | 17,863    | (5,245.94)          | 48,295       | 9              | 103,096                      | 31.90%                     |
| TOTAL GENERAL FUND       | 14,327,247              | 1,193,937         | 1,455,934 | (261,996.77)        | 5,572,523    | 76,425         | 8,678,298                    | 39.43%                     |

FOOTNOTES:

\*1 - 1/12th OF TOTAL BUDGET

\*2 - SEASONAL ACTIVITY

% BUDGET YEAR ELAPSED

% BUDGET EXPENDED

42%

39%

**CITY OF NATCHITOCHEES  
UTILITY (PROPRIETARY) FUND BUDGET REPORT  
AS OF OCTOBER 31, 2014**

|                           | CURRENT MONTH            |                   |                  |                     | YEAR TO DATE      |                  |                               |                            |
|---------------------------|--------------------------|-------------------|------------------|---------------------|-------------------|------------------|-------------------------------|----------------------------|
|                           | TOTAL BUDGET<br>14/15 FY | MONTHLY BUDGET *1 | ACTUAL           | (OVER) UNDER BUDGET | YTD ACTUAL        | ENCUM- BRANCES   | UNREALIZED / AVAILBLE BALANCE | PERCENT RECEIVED/ EXPENSED |
| <b>REVENUE</b>            | 38,610,171               | 3,217,514         | 2,670,865        | (546,649.45)        | 17,048,982        |                  | 21,561,189                    | 44.16%                     |
| <b>EXPENDITURES</b>       |                          |                   |                  |                     |                   |                  |                               |                            |
| <b>DEPARTMENT:</b>        |                          |                   |                  |                     |                   |                  |                               |                            |
| UTILITY ADMINISTRATION    | 358,857                  | 29,905            | 40,545           | (10,640.32)         | 150,231           | 1,016            | 207,610                       | 42.15%                     |
| WATER                     | 2,828,795                | 235,733           | 256,984          | (21,250.83)         | 1,018,182         | 86,534           | 1,724,079                     | 39.05%                     |
| SEWER                     | 1,641,566                | 136,797           | 163,246          | (26,448.44)         | 585,823           | 29,607           | 1,026,135                     | 37.49%                     |
| ELECTRIC                  | 23,629,199               | 1,969,100         | 1,929,765        | 39,334.59           | 7,579,769         | 1,474,094        | 14,575,336                    | 38.32%                     |
| UTILITY BILLING           | 542,648                  | 45,221            | 54,568           | (9,347.38)          | 199,369           | 482              | 342,797                       | 36.83%                     |
| INFORMATION TECH          | 333,850                  | 27,821            | 18,247           | 9,574               | 86,128            | 10,435           | 237,287                       | 28.92%                     |
| INDIRECT                  | 9,275,256                | 772,938           | 655,616          | 117,321.92          | 3,666,458         | 16,888           | 5,591,910                     | 39.71%                     |
| <b>TOTAL UTILITY FUND</b> | <b>38,610,171</b>        | <b>3,217,514</b>  | <b>3,118,971</b> | <b>98,543.20</b>    | <b>13,285,961</b> | <b>1,619,056</b> | <b>23,705,155</b>             | <b>38.60%</b>              |

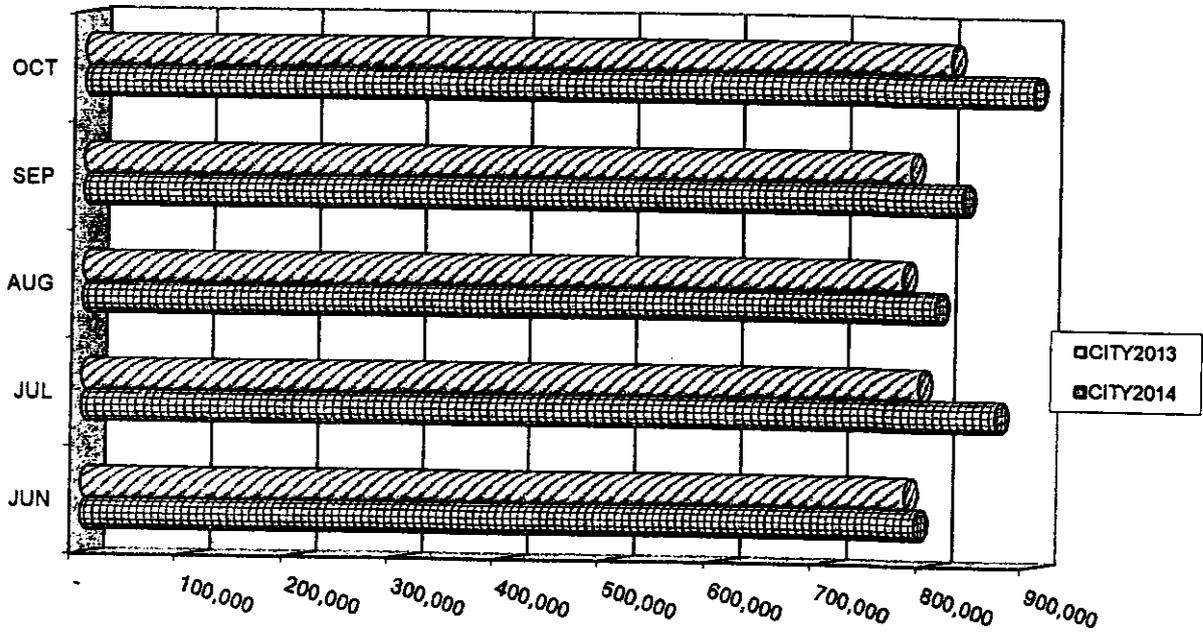
FOOTNOTES:

\*1 - 1/12th OF TOTAL BUDGET

% BUDGET YEAR ELAPSED 42%

% BUDGET EXPENDED 39%

# CITY OF NATCHITOCHEs FISCAL YEAR SALES TAX COLLECTIONS

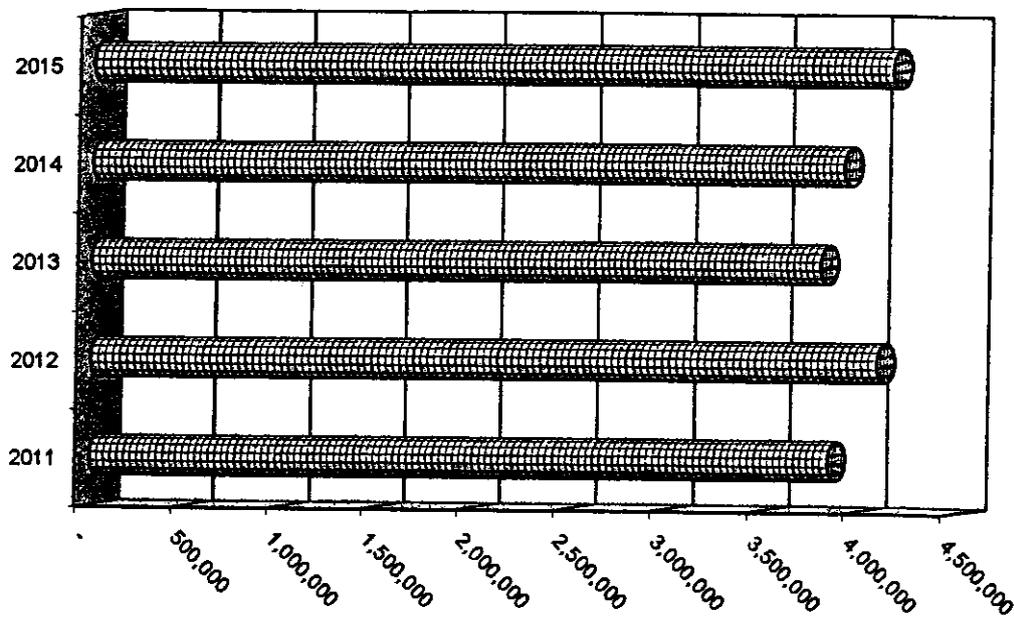


**REVENUE BY MONTHS**

| PERIOD | 2010-2011 | 2011-2012 | 2012-2013 | 2013-2014 | 2014-2015 | DIFF 14/15 | DIFF % |
|--------|-----------|-----------|-----------|-----------|-----------|------------|--------|
| JUN    | 745,293   | 778,326   | 784,706   | 775,673   | 785,480   | 9,807      | 1.26%  |
| JUL    | 833,927   | 925,940   | 787,124   | 788,242   | 862,486   | 74,244     | 9.42%  |
| AUG    | 747,034   | 799,473   | 675,717   | 771,686   | 803,607   | 31,921     | 4.14%  |
| SEP    | 739,153   | 788,812   | 773,754   | 778,205   | 827,996   | 49,791     | 6.40%  |
| OCT    | 790,155   | 811,193   | 791,074   | 816,314   | 896,460   | 80,146     | 9.82%  |

Prepared by: Natchitoches Tax Commission

## CITY OF NATCHITOCHE FISCAL YEAR SALES TAX COLLECTIONS

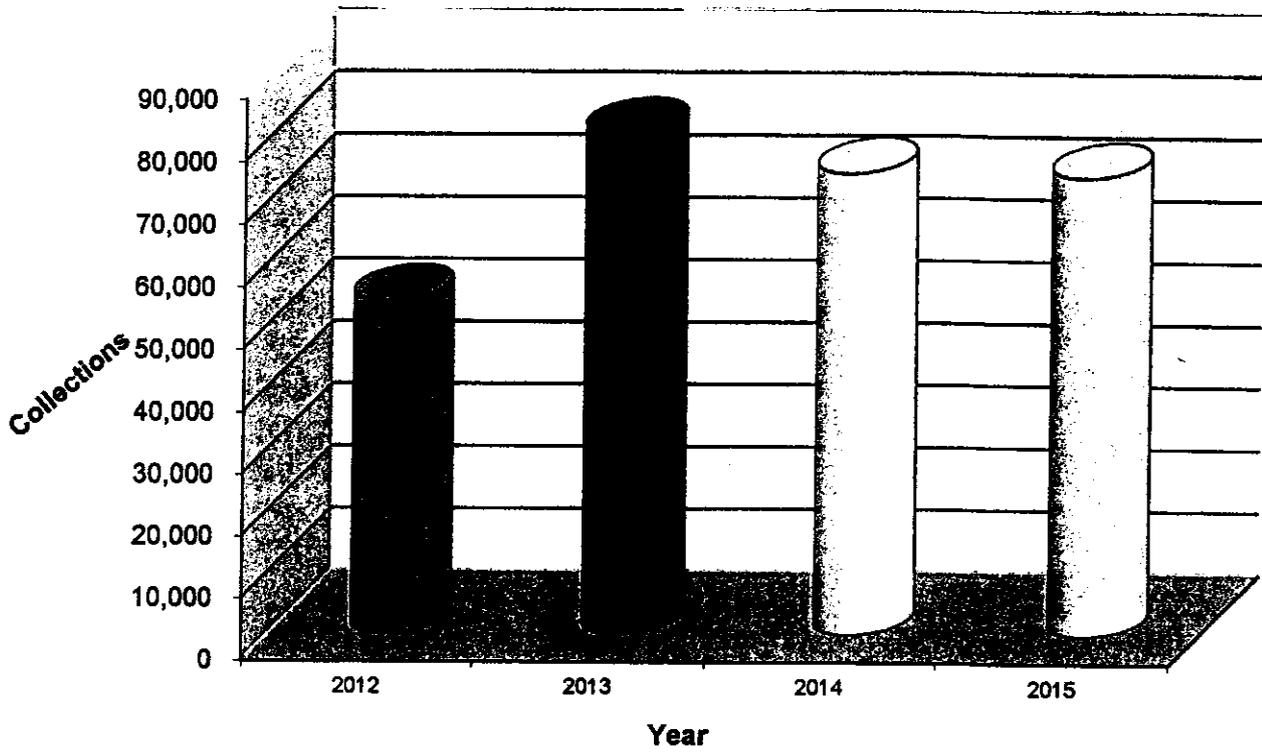


**REVENUE YEAR TO DATE**

| PERIOD | 2010-2011 | 2011-2012 | 2012-2013 | 2013-2014 | 2014-2015 | DIFF 14/15 | DIFF % |
|--------|-----------|-----------|-----------|-----------|-----------|------------|--------|
| JUN    | 745,293   | 778,326   | 784,706   | 775,673   | 785,480   | 9,807      | 1.26%  |
| JUL    | 1,579,220 | 1,704,266 | 1,571,830 | 1,563,915 | 1,647,966 | 84,051     | 5.37%  |
| AUG    | 2,326,254 | 2,503,739 | 2,247,547 | 2,335,601 | 2,451,573 | 115,972    | 4.97%  |
| SEP    | 3,065,407 | 3,292,551 | 3,021,301 | 3,113,806 | 3,279,569 | 165,763    | 5.32%  |
| OCT    | 3,855,562 | 4,103,744 | 3,812,375 | 3,930,120 | 4,176,028 | 245,908    | 6.26%  |

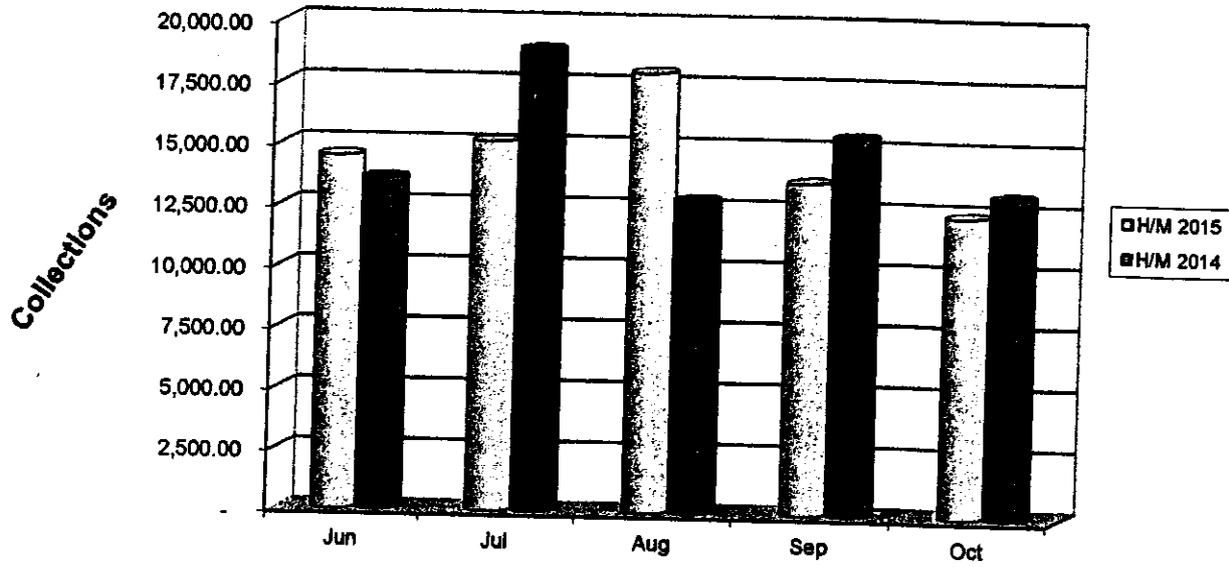
Prepared by: Natchitoches Tax Commission

**City of Natchitoches  
TIF-2%**



| Period | 2012      | 2013      | 2014      | 2015      | DIFF 14/15 | % DIFF |
|--------|-----------|-----------|-----------|-----------|------------|--------|
| Jun    | -         | 23,874.50 | 13,597.75 | 14,483.00 | 885.25     | 3.71%  |
| Jul    | -         | 39,719.48 | 32,503.18 | 29,621.53 | (2,881.65) | -8.87% |
| Aug    | 19,047.82 | 53,647.93 | 45,346.23 | 47,625.87 | 2,279.64   | 5.03%  |
| Sep    | 36,126.50 | 68,473.39 | 60,832.71 | 61,238.97 | 406.26     | 0.67%  |
| Oct    | 53,379.58 | 80,258.83 | 73,996.03 | 73,576.83 | (419.20)   | -0.57% |

## City of Natchitoches TIF 2%



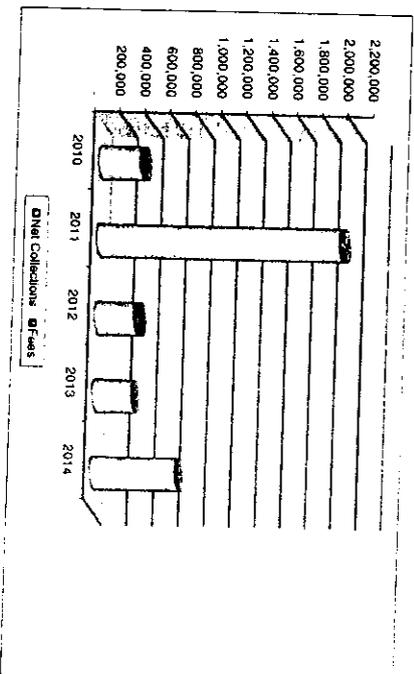
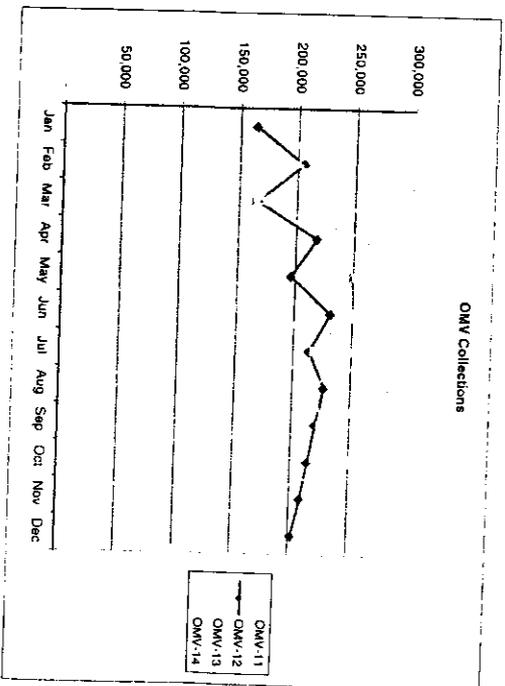
| Period | 2012      | 2013      | 2014      | 2015      | DIFF 14/15 | % DIFF  |
|--------|-----------|-----------|-----------|-----------|------------|---------|
| Jun    | 0         | 23,874.50 | 13,597.75 | 14,483.00 | 885.25     | 3.71%   |
| Jul    | 0         | 15,844.98 | 18,905.43 | 15,138.53 | (3,766.90) | -23.77% |
| Aug    | 19,047.82 | 13,928.45 | 12,843.05 | 18,004.34 | 5,161.29   | 37.06%  |
| Sep    | 17,078.68 | 14,825.46 | 15,486.48 | 13,613.10 | (1,873.38) | -12.64% |
| Oct    | 17,253.08 | 11,785.44 | 13,163.32 | 12,337.86 | (825.46)   | -7.00%  |

## Natchitoches Tax Commission LA Department of Motor Vehicles Sales

| Month/ Year   | 2011                   | 2012                   | 2013                   | 2014                   | 14 vs 13      |
|---------------|------------------------|------------------------|------------------------|------------------------|---------------|
| Jan           | 168,051.63             | 164,467.36             | 174,514.52             | 205,655.35             | 17.84%        |
| Feb           | 173,570.53             | 205,177.33             | 220,905.99             | 201,200.44             | -8.92%        |
| Mar           | 157,817.67             | 166,324.69             | 164,353.86             | 243,983.22             | 48.45%        |
| Apr           | 239,582.86             | 217,732.82             | 264,608.75             | 277,427.08             | 4.84%         |
| May           | 190,980.40             | 196,365.55             | 249,447.49             | 260,809.86             | 4.56%         |
| Jun           | 192,184.32             | 230,945.64             | 246,712.96             | 251,656.26             | 2.00%         |
| Jul           | 217,528.02             | 213,497.75             | 217,028.15             | 252,877.65             | 16.52%        |
| Aug           | 177,404.48             | 227,231.78             | 284,804.63             | 217,791.53             | -23.53%       |
| Sep           | 193,381.54             | 220,368.79             | 224,618.30             | 226,904.14             | 1.02%         |
| Oct           | 179,172.54             | 214,695.08             | 253,263.37             | 234,151.83             | -7.55%        |
| Nov           | 165,928.76             | 209,191.64             | 165,389.46             |                        |               |
| Dec           | 186,507.49             | 202,412.94             | 168,100.98             |                        |               |
| <b>Totals</b> | <b>\$ 2,242,110.24</b> | <b>\$ 2,468,411.37</b> | <b>\$ 2,633,748.46</b> | <b>\$ 2,372,457.36</b> | <b>-9.92%</b> |

### Natchitoches Tax Commission Audit Collections

| Year            | 2010       | 2011         | 2012       | 2013       | 2014       | 13 vs 14 |
|-----------------|------------|--------------|------------|------------|------------|----------|
| Collections     | 368,908.65 | 1,947,902.68 | 358,996.90 | 317,524.59 | 687,947.62 | 117%     |
| Fees            | 32,697.42  | 25,945.88    | 38,911.02  | 476.46     | 13,260.49  | 2683%    |
| Net Collections | 336,211.23 | 1,921,956.80 | 320,085.88 | 317,048.13 | 674,687.13 | 113%     |



The Mayor asked Randal Smoak to address the council on the changes made. Mr. Smoak, engineer, said the changes to the cost of the project occurred due to the number of quantities used. Fewer quantities were used on the project lowering the cost of the project. Grant funds were used for this project so unfortunately those funds not used of the grant cost were refunded back to the state and those from the City budget placed back into the general budget.

Mr. Pat Jones, Finance Director, presented the Council with the Finance Report. Every department was over budget the month of October due to three pay periods this month. The General Fund summary as of October 30, 2014 the revenues were at 34.55% and expenditures at 39.43%, with 42% of the budget year elapsed. The Utility Fund revenues were at 44.16% and expenditures at 38.60%. Sales Tax Collections for October were 9.82% and 6.26% up according to the year to date report. The TIF for October was 7% down from last year. Motor Vehicle Sales were down 9.92% for the month of October.

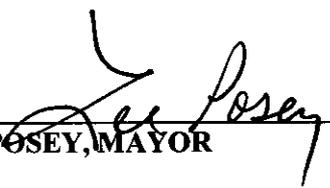
The City of Natchitoches offices will be closed Thursday, November 27 and Friday, November 28, 2014 for the Thanksgiving Holidays.

The next scheduled City Council meeting will be held on December 8, 2014.

There will not be a City Council meeting on Monday, December 22, 2014

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

The meeting was adjourned at 6:06 p.m.

  
\_\_\_\_\_  
LEE POSEY, MAYOR

  
\_\_\_\_\_  
DON MIMS, MAYOR PRO TEMPORE