

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.

**NATCHITOCHEs CITY COUNCIL MEETING
FEBRUARY 11, 2013
5:30 P.M.**

AGENDA

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF JANUARY 28, 2013**
5. **PROCLAMATION:**
#008 Morrow African American History Month
6. **ORDINANCES – INTRODUCTION:**
#005 Stamey Ordinance, Upon The Recommendations Of The Purchasing Department And The Airport Commission, That The City Council Of The City Of Natchitoches Authorize A Lease Of That Area Under Fence At The Natchitoches Regional Airport For Hay Operations With James Russell Stacy, And Authorizing The Mayor, Lee Posey, To Execute Said Lease On Behalf Of The City Of Natchitoches, And To Provide For Advertising

#006 Mims Ordinance, Upon The Recommendations Of The Purchasing Department, That The City Of Natchitoches Enter Into A Lease Of A 25 Acre Tract In The Industrial Park For Hay Operations With James Russell Stacy, And Authorizing The Mayor, Lee Posey, To Execute Said Lease On Behalf Of The City Of Natchitoches, And To Provide For Advertising
7. **ORDINANCES– FINAL:**
#002 Payne Ordinance Authorizing The Mayor Of The City Of Natchitoches, Louisiana, To Enter Into A Cooperative Endeavor Agreement With Northwestern State University Under Which Said Agreement For the Fire And Police Departments For The City Of Natchitoches Will Be Allowed To Use Facilities At Northwestern State University For Training, Education And Testing, Providing For A Term, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance

#003 Nielsen Ordinance Authorizing The Designation Of An Area Within The Natchitoches Regional Airport For Use By The Natchitoches Police Department In Order To Provide On Site Security For The Natchitoches Regional Airport And Further Setting Forth The Duties Of That Person Or Person Designated By The Chief Of Police To Provide On Side Security At the Natchitoches Regional Airport, To Provide For Advertising, A Saving Clause And An Effective Date

8. **RESOLUTION:**
#009 Morrow

Resolution Authorizing The Mayor, Lee Posey, To Execute Change Order No.1 To The Contract Between The City Of Natchitoches And Rutledge Road Boring For The South Drive Manhole Repair Project

9. **ANNOUNCEMENTS:**

The offices of the City of Natchitoches will be closed Monday, **February 18, 2013** in honor of President's Day

10. **ADJOURNMENT:**

NOTICE TO THE PUBLIC

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

If you wish to address the Council, please complete the "[Request to Address City Council](#)" form located on the entrance table.

**PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF NATCHITOCHEs, STATE OF LOUISIANA,
REGULAR MEETING HELD ON
MONDAY, FEBRUARY 11, 2013 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, February 11, 2013 at 5:30 p.m.

There were present:

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

Guests:

Absent: None

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

Mayor Posey next brought the reading and approval of the minutes of the January 28, 2013 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Ms. Morrow. The roll call vote was as follows:

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

Mayor Posey thanked Mr. Nielsen for working with the DOTD at the public hearing and everyone did a good job and it went really well.

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

RESOLUTION NO. 008 OF 2013

**RESOLUTION PROCLAIMING THE MONTH OF FEBRUARY 2013
AS AFRICAN AMERICAN HISTORY MONTH IN THE CITY OF NATCHITOCHE**

WHEREAS, the history of our great country has been written by men and women of every race, religion and ethnic background and African American History Month gives us the opportunity to recognize the extraordinary contributions African Americans have made to the rich cultural history of our nation; and

WHEREAS, we also recognize the courage and tenacity of so many hard-working African Americans whose legacies are woven into the fabric of our country; and

WHEREAS, we as a country must continue to encourage and demand our children to reach for the full measure of their potential and ambitions through education; and

WHEREAS, each February we recognize African American History Month to reflect upon how far we have come as a Nation and community and what challenges remain; and

WHEREAS, this year’s theme, “At The Crossroads of Freedom and Equality: The Emancipation Proclamation and the March on Washington” calls upon us to honor the African Americans who overcame injustice and to achieve full equality with other citizens, and this month we celebrate their bravery, toil and sacrifice on this long road to injustice.

NOW, THEREFORE, I, MAYOR LEE POSEY, Mayor of the City of Natchitoches hereby proclaim February 2013 as

AFRICAN AMERICAN HISTORY MONTH

in the City of Natchitoches and call upon all the citizens of Natchitoches to honor and respect the significant contributions African Americans have made to our City and Nation.

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

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

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 11th day of February, 2013.



LEE POSEY, MAYOR

Mayor Posey asked if there was anyone here to accept this proclamation. Ms. Morrow announced she would be giving this proclamation at a program scheduled for February 23rd. Mayor Posey stated he attended the 1st annual celebration for the Black Heritage Program and it was a tremendous program and he commended Wal-mart for doing that.

The following Ordinance was Introduced by Mr. Stamey at the Natchitoches City Council meeting held on February 11, 2013 as follows:

ORDINANCE NO. 005 OF 2013

AN ORDINANCE, UPON THE RECOMMENDATIONS OF THE PURCHASING DEPARTMENT AND THE AIRPORT COMMISSION, THAT THE CITY COUNCIL OF THE CITY OF NATCHITOCHEs AUTHORIZE A LEASE OF THAT AREA UNDER FENCE AT THE NATCHITOCHEs REGIONAL AIRPORT FOR HAY OPERATIONS WITH JAMES RUSSELL STACY, AND AUTHORIZING THE MAYOR, LEE POSEY, TO EXECUTE SAID LEASE ON BEHALF OF THE CITY OF NATCHITOCHEs, AND TO PROVIDE FOR ADVERTISING.

WHEREAS in response to a request for proposals issued with regard to a hayfield lease at the Natchitoches Regional Airport, the City of Natchitoches received certain proposals; and

WHEREAS FURTHER, the Purchasing Department reviewed the responses and determined that the best price to the City was contained in the proposal submitted by James Russell Stacy, and the Purchasing Department and the Airport Commission now recommend to the City Council that the lease be awarded to Mr. Stacy; and

WHEREAS FURTHER, Mr. Stacy has conducted hay field operations for the City of Natchitoches in the past and Mr. Stacy has satisfactorily fulfilled his obligations under leases in the past; and

WHEREAS FURTHER, the Purchasing Department has recommended to the City Council of the City of Natchitoches that James Russell Stacy be awarded the lease based upon his response, and that the attached lease agreement be approved; and

WHEREAS FURTHER, a lease has been prepared setting forth the term, conditions, and consideration for the proposed hay field lease;

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

WHEREAS FURTHER, the City Council is of the opinion that the hay field rights are not needed by the City for any public purpose, but are a potential source of revenue if leased;

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, in legal session convened, that the recommendations of the Purchasing Department are hereby approved; and

BE IT FURTHER ORDAINED that Lee Posey, Mayor of the City of Natchitoches, be and he is hereby authorized and empowered to enter into a lease agreement with James Russell Stacy, for hay field operations, all in substantial compliance with the lease agreement, a copy of which is attached hereto and approved by the Director of Purchasing.

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

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

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

BE IT FURTHER ORDAINED that the City takes cognizance of the fact that the rights to the property described above is not needed for public purposes by the City.

STATE OF LOUISIANA

PARISH OF NATCHITOCHEES

AIRPORT HAY LEASE

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

THE CITY OF NATCHITOCHEES, a Louisiana municipal corporation organized and operating under a Home Rule Charter, represented herein by Lee Posey, Mayor, duly authorized to sign act herein by Ordinance No. 005 of 2013, a copy of which is attached hereto and made a part hereof (hereinafter called "CITY" or "LESSOR");

and

James Russell Stacy, a resident of Natchitoches Parish, with mailing address of 2738 Highway 494, Natchitoches, Louisiana 71457 (sometimes hereinafter referred to as "LESSEE" or "STACY")

All of whom declared as follows, to-wit:

The **LESSOR** does hereby lease and let unto the **LESSEE** and the **LESSEE** does hereby lease from the **LESSOR**, for hayfield operations only, the property inside the security fence at Natchitoches Regional Airport.

TERM

The term of this lease shall be from March 12, 2013, through December 31, 2014.

RENTAL

The rental for the leased premises shall be based on the number of hay bales produced on the leased premises under the following schedule:

\$6.25 per 5' X 5', round bale.

The above amounts are to be paid per round hay bale produced. For the purposes of the lease, a round hay bale will be defined as a 5' X 5' bale. Payments will be made to the City of Natchitoches no later than 30 days after each cutting.

USE OF PREMISES

LESSOR and **LESSEE** agree that the **LESSEE** shall have the right to use and occupy the premises for hay rights only and the **LESSEE** is to use the premises for no other agricultural purpose or any other purpose, whatsoever.

It is understood and agreed that the **LESSEE** will use the premises for hay purposes and will utilize the land in an husbandman like manner and will not violate any laws or regulation regarding the handling, storage, or disposal of hazardous waste or materials and will be solely responsible for any violations of State or Federal law regarding same if **LESSEE** has caused the circumstances leading to the said violations. **LESSEE** agrees to indemnify and hold the **LESSOR** harmless from any such violations. **LESSEE** further agrees that he will not use the property for any purpose that would violate EPA or DEQ rules or regulations.

The **LESSEE** agrees to store hay bales along the fence line at locations approved by the Airport Manager, and all hay bales must be removed outside of the fence line within 10 days of cutting and rolling. All hay bales must be removed from the Airport grounds no later than December 31 of the year that the hay is baled.

The property must be returned to the **LESSOR** in the same good condition that it is received, properly cut and trimmed, at the end of the term of the lease.

The **LESSEE** acknowledges and understands that the premises are used as a regional airport facility and that there are safety issues and regulations associated with the regional airport facility. If in the opinion of the Airport Director the height of the vegetation is such that it constitutes a safety issue, the Airport Director will notify the **LESSEE** in writing. If the **LESSEE** fails to cut the premises within 48 hours from the date of the notice the **LESSOR** reserves the right to cut the premises, and the **LESSEE** waives any claim for loss of income.

WARRANTY

LESSOR warrants that it has the right to lease the property covered by this agreement and will defend **LESSEE'S** possession against any and all persons whomsoever. **LESSEE** binds and obligates himself to notify **LESSOR** immediately of any adverse possession of the leased premises, or of any adverse claim which may be asserted with respect to it.

SUBLETTING

LESSEE shall not sublet or assign the leased premises without the express written consent of the **LESSOR**.

INDEMNITY

LESSOR will not be responsible for the loss or damage to **LESSEE'S** personal property, due to fire, theft, or other mishap. **LESSEE** shall protect and save **LESSOR** harmless from any claims or injuries to property or persons resulting from accidents or other occurrences on the leased premises; such liability being specifically assumed by **LESSEE**.

LESSEE agrees and hereby covenants to assume all liability for his farming operations and **LESSEE** further assumes all responsibility for the condition of the premises as provided in Louisiana R. S. 9:3221.

LESSEE agrees to carry his own liability insurance on the property and agrees to furnish a copy of said insurance policy to the **LESSOR**.

FURTHER CONDITIONS OF THE LEASE

1) The **LESSEE** and all of the **LESSEE's** personnel shall meet with the Airport Manager prior to working on the first day of the hay lease for a brief training session to discuss airport rules and safety concerns. All new personnel, prior to working on the airport premises for the first time shall also meet with the Airport Manager for a brief training session.

2) The **LESSEE** must check in at terminal when working on airport grounds so that a Notam can be issued as a safety precaution for aircraft using the airport.

3) No equipment shall be allowed on either runway at any time.

4) All equipment left on the airport premises overnight shall park at the dead end road by the T-Hangers. This location will be shown to you as part of your training session.

5) All equipment shall give right of way to all aircraft.

6) This lease will be subject to the restrictions that all baled hay within 250 feet of the runways and taxiways must be removed before dark and stored by the fence or taken off the airport premises. Hay may be stored along the fence line, but must be removed at the end of the year before new hay field operations for the following year begin.

7) No bales of hay are permitted to be placed on the ground at either the approach or departure ends of any runway at any time.

8) The **LESSEE** will be responsible for any damage to Navigational Aids, such as runway lights, that occurs while **LESSEE** is cutting, raking, baling or transporting hay.

9) The City of Natchitoches and the Airport Commission reserve the right to impose reasonable requirements upon the lessee to provide for the general health, safety, and welfare of the users of the airport or to comply with any Federal Aviation Administration (FAA) or Department of Transportation and Development (DOTD) Regulations.

10) Bales of hay must be counted and reported to the Airport Manager prior to removing the hay from the premises.

11) Damaged bales of hay must be removed by the **LESSEE**.

12) All moving equipment must have flashing caution lights working at all times or have an FAA approved safety flag on all equipment.

13) The **LESSOR** shall have the authority to terminate this lease immediately if the **LESSEE** violates any FAA or DOTD regulations or if the **LESSOR** is requested or required by the FAA or DOTD to terminate the lease.

14) This lease shall be subordinate to the provisions of any existing or future agreement between the City of Natchitoches and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport, and during the time of war and national emergency, the City of Natchitoches shall have the right to lease any part of said airport to the United States Government if requested to do so.

15) The **LESSOR** will pay all ad valorem taxes on the leased premises.

16) **LESSEE** recognizes the importance of maintaining a safe airport, and agrees to cut hay within 5 days of notification by the Airport Manager that a cutting is necessary. Once cutting begins, **LESSEE** will have seven days to complete any cutting.

17) This lease shall inure to the benefit of and be binding upon the **LESSOR**, its respective executors, administrators, successors and assigns. This lease shall also inure to the benefit of the heirs of the **LESSEE**.

NOTICES

All notices to either **LESSEE** or **LESSOR** shall be addressed to the addresses set forth in the appearance clauses above, unless notified otherwise in writing.

RENTAL PAYMENTS

All rental payments shall be made payable to the City of Natchitoches, Louisiana, in care of the Airport Manager at the Natchitoches Regional Airport Terminal Building.

THUS DONE AND PASSED before me, the undersigned Notary Public and subscribing witnesses on this the ____ day of _____, 2013, at Natchitoches, Louisiana.

WITNESSES:

CITY OF NATCHITOCHEs
Lessor

By: Lee Posey, Mayor

NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF NATCHITOCHEs

THUS DONE AND PASSED before me, the undersigned Notary Public and subscribing witnesses on this the ____ day of _____, 2013, at Natchitoches, Louisiana.

WITNESSES:

By: James Russell Stacy, Lessee

NOTARY PUBLIC

Mr. Stamey asked Mr. Edd Lee if there was anything we need to know about this before the next meeting. Edd Lee stated that this is a routine lease that we have been doing each year and it provides a little bit of income for us. Mr. Lee continued that we are not sending city crews out there and using the City's equipment and labor so everyone will benefit. Mr. Stamey stated that this ordinance was for introduction only.

The following Ordinance was Introduced by Mr. Mims at the Natchitoches City Council meeting held on February 11, 2013 as follows:

ORDINANCE NO. 006 OF 2013

AN ORDINANCE, UPON THE RECOMMENDATIONS OF THE PURCHASING DEPARTMENT, THAT THE CITY OF NATCHITOCHEES ENTER INTO A LEASE OF A 25 ACRE TRACT IN THE INDUSTRIAL PARK FOR HAY OPERATIONS WITH JAMES RUSSELL STACY, AND AUTHORIZING THE MAYOR, LEE POSEY, TO EXECUTE SAID LEASE ON BEHALF OF THE CITY OF NATCHITOCHEES, AND TO PROVIDE FOR ADVERTISING.

WHEREAS in response to a request for proposals issued with regard to a hayfield lease of a twenty-five acre tract at the Natchitoches Industrial Park, the City of Natchitoches received certain proposals; and

WHEREAS FURTHER, the Purchasing Department has reviewed the responses and has determined that the best price to the City, based price per volume of hay is contained in the proposal submitted by James Russell Stacy; and

WHEREAS FURTHER, the Purchasing Department has recommended to the City Council of the City of Natchitoches that James Russell Stacy be awarded the lease based upon his response, and that the attached lease agreement be approved; and

WHEREAS FURTHER, a lease has been prepared setting forth the term, conditions, and consideration for the proposed hay field lease;

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

WHEREAS FURTHER, the City Council is of the opinion that the hay field rights are not needed by the City for any public purpose, but are a potential source of revenue if leased;

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, in legal session convened, that the recommendations of the Purchasing Department are hereby approved; and

BE IT FURTHER ORDAINED that Lee Posey, Mayor of the City of Natchitoches, be and he is hereby authorized and empowered to enter into a lease agreement with James Russell

Stacy, for hay field operations, all in substantial compliance with the lease agreement, a copy of which is attached hereto and approved by the Director of Purchasing.

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

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

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

BE IT FURTHER ORDAINED that the City takes cognizance of the fact that the rights to the property described above is not needed for public purposes by the City.

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

LEASE OF HAYFIELD

BE IT KNOW AND REMEMBERED that on the days indicated hereinafter, before the undersigned Notaries Public and subscribing witnesses, personally came and appeared:

City of Natchitoches, Louisiana, a municipal corporation, domiciled in the City and Parish of Natchitoches, Louisiana, with mailing address of Post Office Box 37, Natchitoches, Louisiana, 71458-0037, represented herein by Lee Posey, Mayor, pursuant to the authority set provided for under Ordinance Number **006** of 2013 (sometimes hereinafter referred to as "Lessor" or "City");

AND

James Russell Stacy, a resident of Natchitoches Parish, with mailing address of 2738 Highway 494, Natchitoches, Louisiana 71457 (sometimes hereinafter referred to as "Lessee" or "Stacy")

WITNESSETH:

1. DESCRIPTION OF PROPERTY

LESSOR hereby leases and lets unto LESSEE, under the terms and conditions hereinafter set forth, the property which is described as follows, to-wit:

A parcel of land located in the Natchitoches Industrial Park as shown on a plat of survey by Meyer, Meyer, LeCroix and Hixson and more particularly described s 25.0 acres, more or less, lying North of Industrial Drive, East of property of Atmos Energy, West of the UP Railroad and South of Town South Subdivision, the tract being more fully shown and highlighted on the attached Map.

2. TERM

The term of this lease shall commence on March 12, 2013, and terminate at midnight on December 31, 2014.

3. RENTAL

The rental for the leased premises shall be based on the number of hay bales produced on the leased premises under the following schedule:

\$6.25 per 5' X 5' bale.

The above amounts are to be paid per round hay bale produced. For the purposes of the lease, a round hay bale will be defined as a 5' X 5', bale. Payments will be made to the City of Natchitoches no later than 30 days after each cutting.

4. USE OF PREMISES

LESSOR and LESSEE agree as follows, to-wit:

a) During the term of the lease, the LESSEE will occupy and use the premises for cultivation of hay crops only, and he will not use the premises, or permit the premises to be used for any other purpose whatsoever.

b) LESSEE will not sub-lease, assign or relinquish the said premises without the written consent of the LESSOR.

c) That the cultivation of the hay crops and the maintenance of the pasture will be done in a good and husband-like manner and the LESSEE will faithfully and carefully guard and protect the said premises. LESSEE agrees that he will cut and keep and trim the leased premises during the lease.

d) LESSEE agrees that he will keep any improvements in as good repair as same now are or may at any time be placed in by the LESSOR.

e) LESSEE will, at all times, allow the LESSOR, its agent or its assignees, to have free access to the premises for the purpose of observing the pasture and hay field operations and the conduct of the LESSEE in caring for the hay crop and pasture improvements thereon.

f) LESSOR reserved the right to cancel this lease, at any time, if the property is needed for any public purpose or reason. In such event, LESSEE agrees to give possession of the said premises, subject to a prorata payment to LESSEE for any hay crop on the property.

g) Hay may be stored along the perimeter of the property in a manner that will not cause any interference with any City or City approved operations. All hay bales must be removed from the Airport grounds no later than December 31 of the year that the hay is baled, and any hay bales left on the property beyond the 31st of December will become property of the City of Natchitoches, and the City shall have the right to sale, use or dispose of said bales.

h) LESSEE shall not use the property in any manner or for any purpose that violates any rule or regulation as promulgated by the EPA or the DEQ.

5. WARRANTY

LESSOR warrants that it has the right to lease the property covered by this agreement and will defend LESSEE's possession against any and all person whomsoever.

6. INDEMNITY and INSURANCE

LESSEE shall occupy the leased premises at his own risk and shall indemnify LESSOR against any expense, loss, cost, damage, claim, action or liability paid, suffered or incurred as a result of any breach by LESSEE, his agents, servants, employees, customers, visitors or licensees or any covenant or condition of t his lease, or as a result of LESSEE's use or occupancy of the leased premises or the carelessness, negligence or improper conduct of LESSEE, his agents, servants, employees, customers, visitors or licensees. The LESSEE's liability under the lease extends to the acts of omission of any agent, servants, employee, customer, visitor or licensee of any such person. LESSEE declares this intention to assume all liability permissible under Louisiana R.S. 9:3221.

LESSEE must maintain a general liability insurance policy with minimum coverage of \$1,000,000.00, with the City of Natchitoches shown as an additional insured and LESSEE must provide proof of such insurance on an annual basis, or upon request of the City.

7. MINERALS

Anything herein to the contrary notwithstanding, it is specifically understood and agreed that LESSOR, its assigns, employees and minerals lessees, or its agents, employees, successors, or assigns, shall have full and complete right to conduct any and all geophysical or exploratory operations on said land, and to seek, search for, conduct operations for the drilling, or to assist in the location of oil, gas and other minerals on the said property and to produce, extract same, store and remove by pipe or any form of conveyance, any oil, gas and minerals produced thereon, and generally to do all things necessary and proper, in connection with the exploration or production of such oil, gas and other minerals. If such operations are conducted by any mineral lessee, its agents, employees, successors or assigns, LESSEE hereunder agrees to look to said mineral lease, etc. for recovery for any damages that may be caused by such operations.

8. OVERFLOW

The LESSOR shall not be responsible for flood or overflow.

9. TAXES

The LESSOR agrees to pay all property and ad valorem taxes during the term of the lease, if any.

10. DEFAULT

Should the LESSEE, at any time, violate any of the conditions of this lease, or discontinue use of the premises for the purpose for which they are rented, or fail to pay the rent timely, punctually at maturity, as stipulated, LESSOR shall have the option to immediately cancel this lease and to proceed for past due payments, reserving a right of proceed later for the remaining installments, all without putting LESSEE in default. LESSEE to remain responsible for all damages or losses suffered by LESSOR. LESSEE hereby assenting thereto and expressly waiving the legal notice to vacate the premises. In the event that it is necessary to employ an attorney for collection of past due rent, or to sue for the termination and cancellation of this lease, then, in that event, the parties hereby agree and stipulate that the LESSEE shall be responsible for the payment of reasonable attorney's fees in connection therewith, which shall not exceed ten (10) percent of the amount sued for, plus all costs of the suit.

11. SUCCESSION

This lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

12. CONDITION ON SURRENDER

LESSEE agrees that it will peacefully surrender the leased premises at the end of the term hereby granted in the same good order as the premises are at the commencement thereof.

THUS DONE AND PASSED before me, the undersigned Notary Public and subscribing witnesses on this the _____ day of _____, 2013, at Natchitoches, Louisiana.

WITNESSES:

CITY OF NATCHITOCHES

By: Mayor Lee Posey

NOTARY PUBLIC

THUS DONE AND PASSED before me, the undersigned Notary Public and subscribing witnesses on this the _____ day of _____, 2013, at Natchitoches, Louisiana.

WITNESSES:

By: James Russell Stacy

NOTARY PUBLIC

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

ORDINANCE NO. 002 OF 2013

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHE, LOUISIANA, TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH NORTHWESTERN STATE UNIVERSITY UNDER WHICH SAID AGREEMENT THE FIRE AND POLICE DEPARTMENTS FOR THE CITY OF NATCHITOCHE WILL BE ALLOWED TO USE FACILITIES AT NORTHWESTERN STATE UNIVERSITY FOR TRAINING, EDUCATION AND TESTING, PROVIDING FOR A TERM, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.

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

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

WHEREAS FURTHER, Northwestern State University (sometimes hereinafter referred to as the "NSU") has facilities that are from time to time utilized by the Fire Department and Police Department of the City of Natchitoches for training, education and testing purposes; and

WHEREAS FURTHER, NSU desires to continue to allow the Fire Department and Police Department of the City of Natchitoches to use its facilities as set forth above, but desires to reduce the arrangement in writing in a Cooperative Endeavor Agreement; and

WHEREAS FURTHER, NSU has presented the attached Cooperative Endeavor Agreement (sometimes hereinafter referred to as "CEA") to the City Council of the City of Natchitoches for approval, and after reviewing same, the City Council approves same and desires to and does hereby authorize the Mayor, Lee Posey, to execute same on behalf of the City; and

WHEREAS FURTHER, the CEA is for a ten year period and provides for no cash consideration; and

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

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

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

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

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

THIS ORDINANCE was introduced on January 28, 2013 and published in the *Natchitoches Times* on February 2, 2013.

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

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 11th day of February, 2013.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 12th day of February, 2013 at 10:00 A.M.

Northwestern State University**COOPERATIVE ENDEAVOR AGREEMENT**

THIS COOPERATIVE ENDEAVOR, made and entered into this *first* day of *September*, 2012 by and between *Northwestern State University*, hereinafter referred to as the "State", and The City of Natchitoches officially domiciled at *700 Second Street, Natchitoches La, 71457* hereinafter referred to as the "Contracting Party."

WITNESSETH:

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions ... may engage in cooperative endeavors with each other ...," and

WHEREAS, the agency desires to cooperate with the Contracting Party in the implementation of the Project as hereinafter provided;

WHEREAS, the public purpose is described as:

The City of Natchitoches' Fire and Police Departments will use Northwestern State University's Facilities for training, education, and testing purposes to better serve the citizens of the City of Natchitoches, Natchitoches Parish, and Northwestern State University.

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

Scope of Services

Contractor hereby agrees to furnish the following services:

Payment Terms

In consideration of the services described above, state hereby agrees to pay the Contractor a maximum fee of (*enter maximum amount of contract \$_____0_____*).

Insurance

The State will require the contracting party to sign an Indemnification Agreement and provide proof of liability insurance.

Termination Clause

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract.

provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

Termination for Convenience

The State may terminate the Contract at any time by giving thirty(30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Ownership

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractors expense, at termination or expiration of this contract.

Nonassignability

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State and the Office of Contractual Review.

Auditors Clause

It is hereby agreed that the Legislative Auditor of the State of Louisiana, the Northwestern State University Auditor, and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of contractor which relate to this contract.

Record Retention

Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least three years after final payment, or as required by applicable Federal law if Federal funds are used to fund this contract.

Term of Contract

This contract shall begin on *09/01/2012* and shall terminate on *09/01/2022*.

Fiscal Funding

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. 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 are not appropriated.

Discrimination Clause

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

THUS DONE AND SIGNED AT Natchitoches, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 12 day of February 2012

WITNESSES SIGNATURES:

STATE AGENCY SIGNATURE:

[Signature]

By: [Signature]

[Signature]

Title: Director of University Facility Use

WITNESSES SIGNATURES:

CONTRACTOR SIGNATURE:

[Signature]

By: [Signature]

[Signature]

Title: Mayor



CERTIFICATE OF LIABILITY INSURANCE

NATCHIT-01 CABOUDREAU

DATE (MM/DD/YYYY)

2/13/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AJGRMS - SE PO Box 532143 Atlanta, GA 30353	CONTACT NAME: Cheryl Boudreaux PHONE (A/C, No, Ext): (225) 906-1272 E-MAIL ADDRESS: Cheryl_Boudreaux@ajg.com	FAX (A/C, No): (866) 616-8639
	INSURER(S) AFFORDING COVERAGE	
INSURED City of Natchitoches Edd Lee P. O. Box 37 Natchitoches, LA 71458-0037	INSURER A : OneBeacon America Insurance Company	NAIC # 20621
	INSURER B : Employers Fire Insurance Company	NAIC # 20648
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

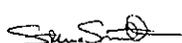
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		7910005550000	6/30/2012	6/30/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Empl Benefits Liab					PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COM/OP AGG \$ 3,000,000
						SIR - \$100,000 \$
A	AUTOMOBILE LIABILITY		7910005550000	6/30/2012	6/30/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT) \$
						SIR - \$100,000 \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		7910005550000	6/30/2012	6/30/2013	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED \$ RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
B	GL for Event Center		GL0276601	6/30/2012	6/30/2013	Each Occurrence 1,000,000
B	TULIP		GL0276301	6/30/2012	6/30/2013	Each Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

See Special Provisions if applicable

RE: Agreement between the City of Natchitoches and Northwestern State University for Police Training.

CERTIFICATE HOLDER**CANCELLATION**

Northwestern State University Attn: Alan Pasch NSU Box 5274 Natchitoches, LA 71497	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

© 1988-2010 ACORD CORPORATION. All rights reserved.

INDEMNIFICATION AGREEMENT
Northwestern State University

The City of Natchitoches Lessee/Contractor agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, for and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur in any way grow out of any act or omission of City of Natchitoches Lessee/Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by City of Natchitoches Lessee/Contract as a result of any claim, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. City of Natchitoches Lessee/Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Accepted By (Lessee) City of Natchitoches
Title Mayor
Signature Lee Posey
Date Accepted 2/12/13

Is Certificate of Insurance Attached? Yes No

Purpose of Contract: The contracting party will use Northwestern State University's Facilities for training, education, and testing purposes to better serve the citizens of the City of Natchitoches, Natchitoches Parish, and Northwestern State University.

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

ORDINANCE NUMBER 003 OF 2013

AN ORDINANCE AUTHORIZING THE DESIGNATION OF AN AREA WITHIN THE NATCHITOCHEs REGIONAL AIRPORT FOR USE BY THE NATCHITOCHEs POLICE DEPARTMENT IN ORDER TO PROVIDE ON SITE SECURITY FOR THE NATCHITOCHEs REGIONAL AIRPORT AND FURTHER SETTING FORTH THE DUTIES OF THAT PERSON OR PERSONS DESIGNATED BY THE CHIEF OF POLICE TO PROVIDE ON SITE SECURITY AT THE NATCHITOCHEs REGIONAL AIRPORT, TO PROVIDE FOR ADVERTISING, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City of Natchitoches is the owner of the Natchitoches Regional Airport;
and

WHEREAS FURTHER, recognizing the importance of having an on site security guard at the Natchitoches Regional Airport, and desiring to provide for the continued presence of an on site security guard at the Natchitoches Regional Airport, the Natchitoches Airport Advisory Commission has made a recommendation to the City Council that the City take steps to provide for the continued presence of on site security at the Natchitoches Regional Airport; and

WHEREAS FURTHER, the City of Natchitoches has the authority to promulgate regulations to provide for police protection at the airport and further has the authority to provide police protection at the airport pursuant to Louisiana Revised Statute 2:138 and 2:139.

WHEREAS FURTHER, the property that makes up the Natchitoches Regional Airport includes an area North and East of Airport Road and to the East of that lot more particularly described and shown as Lot 1A on the Airport Layout Plan of April 27, 2001, prepared by Alliance Incorporated, which tract of ground has no current use for any aviation purpose, as it has no access to any taxiway or runway; and

WHEREAS FURTHER, within the area described above is a smaller lot that bears municipal address of 500 Airport Road, and is located on the Northeast side of Airport Road, directly across Airport Road from Lot 1A as shown on the Airport Layout Plan of April 27, 2001 and is approximately 160 feet North and South by 100 feet East and West, and is shown in red on the attached aerial photograph; and the City Council desires to make the property described above available to the Police Department of the City of Natchitoches, for location and placement of mobile home that will be occupied by a member of the City of Natchitoches Police Department; and

WHEREAS FURTHER, the person designated by the Chief of Police as the person to provide security at the Natchitoches Regional Airport shall, in addition to regular duties, be assigned the following duties:

- 1) Make rounds of the airport and check aircraft parked on airport, parking ramps, hangers and buildings.
- 2) Monitor gates and report any malfunction.
- 3) Monitor vehicles and persons accessing the airport.
- 4) Monitor activity on runways and taxiways, both aircraft and non-aircraft.
- 5) Respond to any security alarm activation.
- 6) Monitor flight school building and flight school students.
- 7) Maintain the property provided to the Police Department for security purposes and will

have responsibility for utility service to site.

- 8) Check on aircraft that have not closed flight plan with FAA.
- 9) Report to Airport Manager if any runway lights or other lighting is out or malfunctioning.
- 10) Make Airport Manager aware of any security problems that arise.

WHEREAS FURTHER, the City Council is of the opinion that an on site security guard will enhance the security at the airport which will promote the safety and security of the persons that utilize the Natchitoches Regional Airport; and

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

(1) That an area within the Natchitoches Regional Airport be designated for use by the Natchitoches Police Department, said area bearing municipal address of 500 Airport Road, and being located on the Northeast side of Airport Road, directly across Airport Road from Lot 1A as shown on the Airport Layout Plan of April 27, 2001, said lot further being approximately 160 feet North and South by 100 feet East and West, and is shown in red on the attached aerial photograph.

(2) That the City Council desires to make the property described above available to the Police Department of the City of Natchitoches, for location and placement of mobile home that will be occupied by a member of the City of Natchitoches Police Department, as designated by the Chief of Police.

(3) That the officer, as designated by the Chief of Police, shall, in addition to regular duties, be assigned the following duties:

- 1) Make rounds of the airport and check aircraft parked on airport, parking ramps, hangers and buildings.
- 2) Monitor gates and report any malfunction.
- 3) Monitor vehicles and persons accessing the airport.
- 4) Monitor activity on runways and taxiways, both aircraft and non-aircraft.
- 5) Respond to any security alarm activation.
- 6) Monitor flight school building and flight school students.
- 7) Maintain the property provided to the Police Department for security purposes and will have responsibility for utility service to site.
- 8) Check on aircraft that have not closed flight plan with FAA.
- 9) Report to Airport Manager if any runway lights or other lighting is out or malfunctioning.
- 10) Make Airport Manager aware of any security problems that arise

(4) That the City Council takes cognizance of the fact that the property described above is not currently needed for aviation purposes at the Natchitoches Regional Airport, but should the City or the Natchitoches Airport Advisory Commission determine in the future that the property is need for aviation purposes, then the Chief of Police shall release the above described property with reasonable notice to the officer assigned to this duty.

THIS ORDINANCE was introduced on January 28, 2013 and published in the *Natchitoches Times* on February 2, 2013.

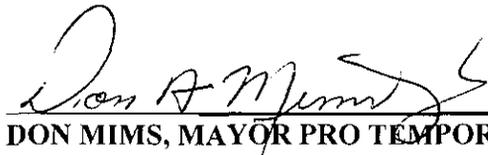
The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

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

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0
Nays this 11th day of February, 2013.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 12th day of February, 2013 at 10:00 A.M.

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

RESOLUTION NO. 009 OF 2013

A RESOLUTION AUTHORIZING THE MAYOR, LEE POSEY, TO EXECUTE CHANGE ORDER NO.1 TO THE CONTRACT BETWEEN THE CITY OF NATCHITOCHES AND RUTLEDGE ROAD BORING FOR THE SOUTH DRIVE MANHOLE REPAIR PROJECT

WHEREAS, the City of Natchitoches has contracted with Rutledge Road Boring for construction of the South Drive Manhole Repair Project; and

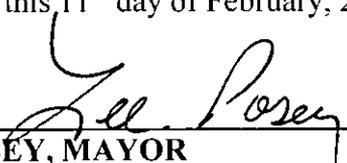
WHEREAS, Change Order No.1 has been prepared, requesting an additional 150 days to complete the work due to material delivery time and weather days.

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.

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

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

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 11th day of February, 2013.



LEE POSEY, MAYOR

ORDER NO.	1
DATE:	2/4/2013
STATE:	Louisiana
PARISH:	Natchitoches

CONTRACT CHANGE ORDER

CONTRACT FOR: SOUTH DRIVE
MANHOLE REPAIR

OWNER: CITY OF NATCHITOCHEs

TO: RUTLEDGE ROAD BORING

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)		DECREASE IN CONTRACT PRICE	INCREASE IN CONTRACT PRICE
Item No.	Description		
1	Extend Project Completion Time an additional 150 days.		
TOTALS		\$0.00	\$0.00
NET CHANGE IN CONTRACT PRICE		\$0.00	\$0.00

JUSTIFICATION:

Time for material delivery and weather days.

The amount of the Contract will be (~~DECREASED~~) (~~INCREASED~~)(UNCHANGED) by the sum of: \$57,417.00

The Contract total including this and previous Change Orders Will Be: \$57,417.00

The Contract Period Provided for Completion will be (~~INCREASED~~) (~~Decreased~~) (~~Unchanged~~) by: 150 Days

This document will become a supplement to the contract and all provisions will apply hereto.

REQUEST: RUTLEDGE ROAD BORING

(DATE)

RECOMMENDED: COTHREN, GRAFF, SMOAK ENGINEERING, INC.

(DATE)

ACCEPTED: *Lei P. ...*
CITY OF NATCHITOCHEs

2-12-13
(DATE)

APPROVED BY AGENCY: N/A
(Name & Title)

(DATE)

Mayor Posey announced that the City of Natchitoches will be closed on Monday, February 18, 2013 in honor of President's Day.

Ms. Morrow announced they are hosting the 1st Annual African American Parade and invited everyone to participate and they will also have a television there. She believes the parade will be good for the City of Natchitoches and will bring the community together.

Ms. Morrow stated the council meetings are for the public and she believes everyone should respect one another and Mayor Posey should let them know when we are not going to have the pre-meeting. Ms. Morrow stated Precious got permission from one of the Clerks to speak, and the last time Precious was here she wasn't respected because while she was talking we had some of our department heads continuing to talk and snicker while she was talking. Mr. Morrow continued this is not protocol and just not respectful. Ms. Morrow said she understands that sometimes our department heads get busy talking about other things but when we are talking, we want to be respected. Ms. Morrow asked the Mayor to let her know if the pre-meeting will go on, and if not then she will make it her business to be there at 5:30 instead of 5:00.

Mayor Posey apologized and stated this was his fault. Mayor Posey stated they will go back to the correct protocol of signing in. Some of the pre-meetings in the past where finish up by 5:10 or 5:15 and they are all just sitting there, so this is what I go by. Mayor Posey continued sometimes when he is speaking he sees the department heads talking and he understands on some occasions this is necessary. Mayor Posey continued he has never witnessed disrespect by anyone in any of these meetings. Mayor Posey recalled at the last pre-meeting there was one person talking a little louder than the other and I called them down for it just to make a point. Mayor Posey stated he did have to apologize to that person for calling them down because he didn't mean to hit the gavel that loud. He stated he has not seen any disrespect for anyone talking up here, but he does understand and sometimes we do it ourselves. Mayor Posey stated he thinks we conduct a good meeting and we will try to do better.

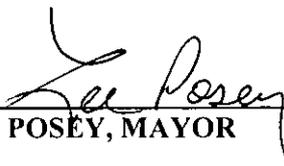
Michael Braxton stated if you have a personal vendetta against me or the City of Natchitoches, I think it's unfair to bring my family into it and put them on a video and talk about my wife. If you want to talk about respect, then let's get it. Mr. Braxton stated he doesn't think it's fair and he doesn't think it's feasible. Mr. Braxton stated we should all be fair and Ms. Morrow has a good point but where does it stop. It's not just the Mayor, and it's not just the Councilmen, the department heads work all day and try to come over here and do a good job for this City. We go out and try to take care of our business and then you go home you have to look at a video where somebody has criticized you and your family. Mr. Braxton said don't bring my family into it. If you have a problem with me, then deal with me.

Ms. Morrow stated she did not know anything about the video and can only speak for what she sees here. Ms. Morrow stated to Mr. Braxton that he is the Public Works Director and she is going to give him respect and she is going to give everybody respect. Ms. Morrow stated if there is something she wants to tell them personally, she is going to do so. Ms. Morrow stated since Mr. Posey has been here, if she has something to talk about she goes to his office or he will contact her, but what she has a problem with is while we are deliberating in this chamber we have people over here talking and laughing. Ms. Morrow stated at the last Council meeting, while Precious was up talking and fighting for these people about the trailer park, we have some department heads not only talking while she was talking, they were laughing, and that is disrespectful. We have to show respect to these citizens. Ms. Morrow said to Mr. Braxton no one should be downing you and your wife and we will try to get that corrected. Mayor Posey stated he would like to make a final statement. Mayor Posey encourages everyone to attend the

meetings. Mayor Posey continued that he tells people about the 5:00 pre-meeting for this reason. Mayor Posey stated we fill up the Chamber, we recognize people and when they are done with the pre-meeting they are welcome to leave. I feel like they trust us to run the City the way it needs to be run, and if anyone has an issue they can address the council. They don't even have to come to a meeting. I would hope they could see a department head. Mayor Posey stated they can see anyone up here and their needs get met.

Mayor Posey asked if there was any further business to be brought before the Council.

With no further discussion, the Mayor made a motion to adjournment and all were in favor. The meeting was adjourned at 5:51 p.m.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE