

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

**NATCHITOCHEs CITY COUNCIL MEETING
AUGUST 26, 2013
5:30 P.M.**

AGENDA

1. **CALL TO ORDER**

2. **INVOCATION**

3. **PLEDGE OF ALLEGIANCE**

4. **READING AND APPROVAL OF THE MINUTES OF AUGUST 12, 2013**

5. **ORDINANCES – INTRODUCTION:**

#038 Nielsen Ordinance Authorizing Mayor Lee Posey To Execute An Agreement With The Louisiana Office Of Community Development For The FY 2012-2013 Community Water Enrichment Fund (CWEF) For Improvements To The Natchitoches Water System Located Along Northern And Georgia Ann Street

#039 Mims Ordinance Approving A Time Contract For The Collection, Hauling, Recycling And Disposal Of Municipal Solid Waste, Construction And Demolition Waste, And Recyclable Materials In The City Of Natchitoches, Louisiana To Be Entered Into With Progressive Waste Solutions Of La, Inc., Authorizing The Mayor, Lee Posey, To Execute Same, Further Providing For Advertizing, Further Providing For Severability, And Further Providing For A Repealer And Providing For A Savings Clause And An Effective Date Thereof.

6. **ORDINANCE – FINAL:**

#037 Payne Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award the Bid For Apron Rehabilitation At The Natchitoches Regional Airport (**Bid No. 0536**)

7. **RESOLUTIONS:**

#062 Stamey Resolution Approving **Work Order Addendum No. Two** To Open General Services Agreement No. Two, Between Airport Development Group, Inc. And The City Of Natchitoches For Construction Engineering Services For Rehabilitation Of The Terminal Apron At The Natchitoches Regional Airport And Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute Said Work Order Addendum No. Two

- #063 Mims** Resolution Approving **Work Order Addendum No. Three** To Open General Services Agreement No. Two, Between Airport Development Group, Inc. And The City Of Natchitoches To Prepare And Provide Certified Spill Prevention Control And Countermeasure Plan (SPCC) For Airport Fuel Storage And Fueling Operation At The Natchitoches Regional Airport And Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute Said Work Order Addendum No. Three
- #064 Morrow** Resolution Approving **Work Order Addendum No. Four** To Open General Services Agreement No. Two, Between Airport Development Group, Inc. And The City Of Natchitoches For Design And Engineering Services For Electrical Upgrades At The Natchitoches Regional Airport And Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute Said Work Order Addendum No. Four (LA DOTD Project Nos. H.009964, H.009966, H.010021, H.010802)
- #065 Nielsen** Resolution Approving A Temporary Site license With New Cingular Wireless PCS And Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute Same On Behalf Of The City Of Natchitoches, Louisiana

8. **REPORTS:** Pat Jones - Financial Report

9. **ANNOUNCEMENTS:** The City of Natchitoches offices will be closed on **Friday, August, 30th** for Employee Appreciation Day and **Monday, September 2, 2013** in honor of Labor Day.

The next scheduled City Council meeting will be **September 9, 2013**.

10. **ADJOURNMENT:**

NOTICE TO THE PUBLIC

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

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

**PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF NATCHITOCHEs, STATE OF LOUISIANA,
REGULAR MEETING HELD ON
MONDAY, AUGUST 26, 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, August 26, 2013 at 5:30 p.m.

There were present:

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

Guests:

Absent: Councilman Dale Nielsen

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

Mayor Posey explained that Councilman Nielson's daughter had surgery last week and he will be in Shreveport with her this evening so he will not be here. Mr. Bryan Wimberly had to attend the Waterworks meeting so he will be out tonight.

Mayor Posey stated that since the last council meeting Ms. Margaret Harling passed away and asked the Council to keep their family in their prayers.

Mayor Posey next brought the reading and approval of the minutes of the August 12, 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, Mims, Stamey, Morrow.
Nays: None.
Absent: Nielson.

The following Ordinance was Introduced by Mr. Mims at the Natchitoches City Council meeting held on August 26, 2013 as follows:

ORDINANCE NO. 038 OF 2013

ORDINANCE AUTHORIZING MAYOR LEE POSEY TO EXECUTE AN AGREEMENT WITH THE LOUISIANA OFFICE OF COMMUNITY DEVELOPMENT FOR THE FY 2012-2013 COMMUNITY WATER ENRICHMENT FUND (CWEF) FOR IMPROVEMENTS TO THE NATCHITOCHEs WATER SYSTEM LOCATED ALONG NORTHERN AND GEORGIA ANN STREET

WHEREAS, the State of Louisiana, Office of Community Development, through the Community Water Enrichment Fund, provides funding to aid units of local government solely for the purpose of rehabilitation, improvement, and construction projects for community water systems to provide safe and clean drinking water; and

WHEREAS, the City of Natchitoches desires to provide its citizens safe and clean drinking water and effective fire protection through the installation and maintenance of its waterlines; and

WHEREAS, the City of Natchitoches has been awarded a Community Water Enrichment Grant for \$35,000.00, with a City cash match of \$16,429.00 for a total cost of \$51,429.00, for a project identified as Transferring Existing Water Service Assemblies from Existing 2" to Existing 6" Water Mains along Northern and Georgia Ann Street; and

WHEREAS, by replacing the existing waterline with a six-inch waterline, water quality and volume will improve for existing and future consumers; and

WHEREAS FURTHER, having reviewed the attached agreement between the Louisiana Office of Community Development and the City of Natchitoches and approving same the City Council of the City of Natchitoches desires to authorize the Mayor, Lee Posey to execute the agreement on behalf of the CITY;

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY OF NATCHITOCHEs HEREBY

1. Approves the Execution of the Agreement with the Louisiana Office of Community Development for the FY 2012-2013 Community Water Enrichment Fund (CWEF) in the amount of \$35,000.00 for the replacement of the existing waterline located along Northern and Georgia Ann Street.
2. Approves the City cash match of \$16,429.00 required for the FY 2012-2013 CWEF agreement for a total project cost of \$51,429.00.
3. Authorizes Mayor Lee Posey to sign the attached agreement and all related documents.

CONTRACT BY AND BETWEEN
THE DIVISION OF ADMINISTRATION
AND
THE CITY OF NATCHITOCHE

UNITED STATES OF AMERICA
STATE OF LOUISIANA
SOURCE OF FUNDING - FY 2012-13
State Appropriated Funds
TYPE OF CONTRACT - FY 2012-2013 CWF
FEDERAL EMPLOYER I.D. #72-6000931
AMOUNT OF CONTRACT - \$ 35,000.00
CWF Format #1 (revised, 2011)
CWF File # 1213-CWF-NTC-0601

THIS AGREEMENT, is made and entered into as of this _____ day of _____, 20____
by and between the Division of Administration, hereinafter called "Division" represented by Carol M. Newton,
Office of Community Development and the City of Natchitoches, hereinafter called "Contractor" represented by
Lee Posey, Mayor.

1. CONTRACT WITH CONTRACTOR: The Division hereby agrees to contract with the Contractor and the Contractor hereby agrees to perform the services under this agreement in accordance with CWF/Division/applicable regulations to the establishing of programs and activities. All exhibits or regulations referred to in this contract or attached hereto are by reference made part of this contract.
2. DURATION OF CONTRACT: This contract shall be for a period commencing on the date entered above and ending not more than three years later.
3. RECORDS, REPORTS, AND EVALUATIONS: The Contractor agrees to prepare, retain, report and allow Division inspection for purposes of evaluation, records as may be required by the Division for program management purposes.

Upon completion of this contract, or if terminated earlier, all records, reports, worksheets or any other materials related to this contract shall become the property of the Division. All such books, records and other documents shall be available at the offices of the Contractor (except that books, records, and other documents of a Participating Party may be maintained at the offices of such Participating Party) for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the State, including the Legislative Auditor. Any duly authorized representative of the State shall, at all reasonable times, have access to all portions of the Project.

The rights of access and inspection provided in this paragraph shall continue until completion of all close-out procedures respecting this contract and until the final settlement and conclusion of all issues arising out of this contract. The records shall be kept for a minimum of three years from the date of final close-out.

4. AUDITS and/or FINANCIAL REPORTS: State requirements mandate that local governments and Parish Police Juries must still submit financial statements in compliance with financial and compliance audit requirements established by R.S. 24:513 through 514.

Failure to comply with all financial report requirements may cause loss of participation in this program and reimbursement of contract funds.

5. CHANGES: The Division may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including an increase or decrease in the amount of the Contractor's allocation, must be incorporated as written amendments to this contract. These changes may include the waiver of certain rules and regulations where the Division deems it appropriate.

6. TERMINATION OR SUSPENSION FOR CAUSE OR CONVENIENCE: The Division may, after giving thirty (30) days written notice terminate this contract and payment in whole or part for convenience or cause. Cause shall include but not be limited to:

- (1) failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this contract, including compliance with approved programs and attached conditions, exhibits, and such statutes and Executive Orders as may become generally applicable at any time;
- (2) submission by the Contractor to the Division or its Auditors, of reports that are incorrect or incomplete in any material respect;
- (3) ineffective or improper use of funds provided under this contract;
- (4) suspension or termination of the program from the State Legislature to the Division, under which this contract is made, or the portion thereof delegated by this contract.

The Division, where appropriate, may suspend the contract or payment from time to time in lieu of termination based on reasons indicated above. There may be a suspension of payment when a term of the contract has not been resolved by the next payment request.

The Division may also assign and transfer this contract when required.

If the Contractor is unable or unwilling to comply with such additional conditions as may be lawfully applied to the grant received from the Division, the Contractor shall terminate the contract by giving reasonable written notice to the Division, signifying the effective date thereof. In the event of any termination, or suspension, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Contractor under this contract shall become the property of the Division. The Contractor shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the contract. Notwithstanding the above, the

Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of any breach of the contract by the Contractor and the Division may withhold any reimbursement to the Contractor for the purposes of setoff until such time as the exact amount of damages due the Division from the Contractor is agreed upon or otherwise determined. The Division may authorize the Contractor to continue with its own funds for the project until a question is resolved with the understanding that a satisfactory resolution will cause the Division to reimburse funds.

7. PROHIBITION AGAINST ASSIGNMENT: Contractor shall not assign any interest in this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Division thereto, provided however, that claims for money due or to become due to the Contractor from the Division under this agreement may be assigned to a bank, trust company or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Division.

8. LEGAL AUTHORITY: The Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the Contractor legal authority to enter into this agreement, receive funds, authorized by this agreement and to perform the services the Contractor has obligated itself to perform under this agreement.

9. COMPLIANCE WITH FEDERAL, STATE AND LOCAL GUIDELINES: The Contractor hereby binds itself, certifies, and gives its assurance that it will comply with all applicable federal and State regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of state resources for the State assisted project.

The Contractor further agrees to comply with applicable laws, ordinances, and codes of the State federal, and local governments, including the State Ethics Law, Act 17 of 1996, Section 15C (which sets criteria for transfer of state appropriated funds), State Bid Laws, Local Government Assurances listed in the grant application(s), and all policies and guidelines of the CWEF program as established by the Office of Community Development.

The Contractor has obtained, or has reasonable assurances that it will obtain, all federal, State and local government approvals and reviews required by law to be obtained by the Contractor for the Project; and all Participating Parties have obtained, or the Contractor has reasonable assurances that such Participating Parties will obtain, all such approvals and reviews required by law to be obtained by the Participating Parties for the Project.

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said Contractor's obligation and identified under tax identification number 72-6000931.

10. NONDISCRIMINATION: Contractor assures that it is in compliance with all applicable State Civil Rights Legislation and Executive Orders.

11. COMPLIANCE WITH APPROVED PROGRAM: All activities authorized by this agreement will be performed in accordance with the approved work program as described in the grant application(s), (including any amendments which have occurred), Exhibits A, B, and C, the grant conditions and relevant CWF directives. If any activities authorized by this agreement are not performed in accordance with any part of this agreement or if unauthorized activities are performed, the DOA CWF Representative may require that any or all grant funds paid-out to Contractor be returned to the Division. Dollar amounts expended for each activity may not exceed those specified in Exhibit B. The release of funds for this contract is conditioned upon approval of the contract conditions listed in Exhibit A.

12. COVENANT AGAINST CONTINGENT FEES AND CONFLICT OF INTEREST: The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant the Division shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of the Contractor, or its designees, or agents, no consultant, no member of the governing body of the Contractor or the locality in which the program is situated, and no other public official of the Contractor or such locality or localities, who exercises or has exercised any functions or responsibilities with respect to the project during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity or benefit, which is part of this Project.

However, upon written request of the Contractor, the State may agree in writing to waive a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the State determines that undue hardship will result either to the Contractor or the person affected by applying the prohibition and that the granting of a waiver is in the public interest. No such request for waiver shall be made by Contractor which would, in any way, permit a violation of State or local law or any charter provision of the Contractor.

13. SCHEDULE OF PAYMENT: In consideration of the various obligations undertaken by the Contractor pursuant to this contract, and in consideration of the obligations to be undertaken by Participating Parties, as represented by the Contractor in the Application, the State agrees, subject to the terms and conditions set forth herein, to provide the Contractor with contract funds in the amount of \$ 35,000.00.

14. 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.

15. REMEDIES FOR DEFAULT: Any claim or controversy arising out of this contract shall be resolved by the provisions of R.S. 39:1524 through 1525.

Incurring Costs for Project Activities

The use of grant funds is conditioned upon the Contractor incurring costs in accordance with this contract or as otherwise approved by the State in writing. The incurring of costs to be paid out of contract funds shall be governed by the following:

(1) No costs to be paid out of contract funds may be incurred by the Contractor or any Participating Party until the following conditions are met: (a) a written approval by the State is received of required documentation as specified in Paragraph 11 and Exhibit A of this contract, if any, and (b) written authorization from the State is received to draw funds.

(2) After the Contractor has satisfied all of the contract conditions specified in Paragraph 11 and Exhibit A and the State has transmitted a fully executed contract and released funds for the project activities, the Contractor and the Participating Parties may incur any and all eligible costs to be paid out of grant funds.

(3) If the Contractor's grant application(s) included other funds for the purpose of receiving rating points, include a firm letter of commitment with Exhibit A.

(4) All work under the terms of this contract must have been completed by midnight of that day occurring three years from the date of this contract. Any work taking place more than three years after the date of this contract will not be paid for out of the CWF funds awarded in this contract unless

this contract has been amended with the approval of the Division of Administration. All lien contingencies must be liquidated ninety (90) days from contract termination date.

Procedures for Requisitioning Payments

There will be only one requisition per month allowed for all grants.

Unobligated funds remaining at the completion of the contract period specified on page 1, paragraph 2 of this contract shall revert to the State for reuse for other eligible projects.

IN WITNESS THEREOF, the parties hereto have executed this agreement this _____ day of _____, 20____.

WITNESSES:

DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT

CAROL M. NEWTON, DIRECTOR,
Community Water Enrichment Fund Grant Program

WITNESSES:

CHIEF ELECTED OFFICIAL

Exhibit A

GENERAL INFORMATION, CONTRACT CONDITIONS

GENERAL INFORMATION

1. CWF CONTRACT AMOUNT	2. OTHER FUNDS AMOUNT
\$ 35,000.00	\$ 16,429.00

3. MAILING ADDRESS OF CONTRACTOR

City of Natchitoches
P. O. Box 37
Natchitoches, La 71457

4. CONTRACTOR AUTHORIZED REPRESENTATIVE	5. PHONE
Lee Posey	318-357-3850

6. CONTRACT CONDITIONS

Funds will not be released until the following items have been submitted to and approved in accordance with Program requirements by the State's Office of Community Development.

1. Revisions to the application, if requested by the Office of Community Development.
2. Firm commitments for other project funds, if applicable.
3. Any other documentation, if requested.

EXHIBIT C

General Definitions

Unless specifically provided otherwise or the context otherwise requires, when used in this contract:

1. "Application" means the Application for CWEF Assistance.
2. "Contract Funds" means those funds to be provided by the State to Contractors pursuant to the terms of this contract, as specified in Exhibit A.
3. "Contractor" means the local government entity receiving contract funds pursuant to this contract, as more particularly identified on the cover page of this contract.
4. "Contractor Activities" means those activities of the Project to be carried out by the Contractor, or an agent or agency of the Contractor, which activities are described in Exhibit A of this contract.
5. "Eligible Costs" means costs for the activities specified and for which grant funds are budgeted as specified in Exhibit A of this contract, provided that such costs are not incurred in connection with any activity which may be from time to time amended, are ineligible under the CWEF Program.
6. "Final Approval Date" – The date that the contract is fully executed, all conditions listed in Exhibit A has been satisfied and the State has issued an authorization to the Contractor to proceed with the project activities.
7. "Incurred Costs" – Any monies expended on allowable expenditures relating to the application and/or contract.
8. "CWEF Program" means the Community Water Enrichment Fund grant program, established by the State pursuant to House Bill 926 – Act 513 of the 2008 Regular Legislative Session and in accordance with the provisions of the Administrative Procedures Act, R.S. 49:950.
9. "CWEF Regulations" means the regulations set forth in the Louisiana Administrative Code, Title 4, Part VII, Chapter 23, as the same may, from time to time, be amended and the regulations described in the CWEF Application Package.
10. "Project" means the activities described in the Application and in Exhibits A and B of this contract which are to be carried out to meet the objectives of the CWEF Program.
11. "State" means the State of Louisiana or any official of the State to whom the State has delegated authority to act with respect to matters covered by this Contract Agreement.
12. "Unobligated Funds" means all funds for which no liability exists at the expiration of the contract.

The following Ordinance was Introduced by Mims at the Natchitoches City Council meeting held on August 26, 2013 as follows:

ORDINANCE NO. 039 OF 2013

AN ORDINANCE APPROVING A TIME CONTRACT FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF MUNICIPAL SOLID WASTE, CONSTRUCTION AND DEMOLITION WASTE, AND RECYCLABLE MATERIALS IN THE CITY OF NATCHITOCHEES, LOUISIANA TO BE ENTERED INTO WITH PROGRESSIVE WASTE SOLUTIONS OF LA, INC., AUTHORIZING THE MAYOR, LEE POSEY, TO EXECUTE SAME, FURTHER PROVIDING FOR ADVERTIZING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND PROVIDING FOR A SAVINGS CLAUSE AND AN EFFECTIVE DATE THEREOF.

WHEREAS, the City of Natchitoches and Progressive Waste Solutions of LA, Inc., (sometimes hereinafter "Progressive") have previously negotiated a Time Contract for the Collection, Hauling, Recycling and Disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Material in the City of Natchitoches, Louisiana (hereinafter sometimes referred to as "Contract") following the issuance of requests for proposals by the City of Natchitoches; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is satisfied with the terms of the contract negotiated with Progressive, and now desires to enter into the Contract with Progressive and further desires to authorize the Mayor, Lee Posey to execute the Contract on behalf of the City of Natchitoches, Louisiana; and

WHEREAS FURTHER, the City Council has reviewed and approves the attached Contract; and

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

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

SECTION 1. The Mayor of the City of Natchitoches, Louisiana, Lee Posey is hereby authorized to execute the Time Contract for the Collection, Hauling, Recycling and Disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Material in the City of Natchitoches, Louisiana with Progressive Waste Solutions of LA, Inc.

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

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

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

THIS ORDINANCE was introduced on August 26, 2013.

TIME CONTRACT
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF
MUNICIPAL SOLID WASTE, CONSTRUCTION AND DEMOLITION WASTE, AND
RECYCLABLE MATERIALS
IN THE CITY OF NATCHITOCHEs, LOUISIANA

JANUARY 1, 2014

**TIME CONTRACT
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF
MUNICIPAL SOLID WASTE, CONSTRUCTION AND DEMOLITION WASTE AND
RECYCLABLE MATERIALS
IN THE CITY OF NATCHITOCHE, LOUISIANA**

STATE OF LOUISIANA

PARISH OF NATCHITOCHE

THIS TIME CONTRACT (this "Agreement") is made and entered into as of January 1, 2014, by and between Progressive Waste Solutions of LA, Inc., a Delaware corporation (the "Service Provider"), and the City of Natchitoches, Louisiana (the "City").

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the right and privilege to collect, haul and recycle or dispose of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials (as such terms are defined herein) within the City's corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

SECTION 1. DEFINED TERMS.

The following terms, as used herein, will be defined as follows:

Backdoor – Adjacent to the dwelling or other primary structure of any Residential or Commercial Unit, but not within any enclosed fenced area, unless a fenced area is intended primarily for the storage of Municipal Solid Waste and/or Recyclable Materials. Residents must have pets leashed and caged at least ten (10) feet from Containers, and Containers must be located within a reasonably accessible location.

Bag - Plastic sacks, secured at the top, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Bag and its contents shall not exceed 35 lbs.

Bulky Item - Any item not measuring in excess of either ninety-six (96) inches in length or one hundred (100) pounds in weight, including, but not limited to, refrigerators, stoves, washing machines, water tanks, chairs, couches, and other similar household items.

Bundles - Items not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight and which are securely fastened together, including, but not limited to, brush, yard waste, and tree trimmings.

Business Day - Any day that is not a Saturday, a Sunday, or other day on which banks are required or authorized by law to be closed in the City.

Commercial Unit - Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials during, or as a result of, its business, including, but not limited to, restaurants, stores and warehouses and that utilizes Roll-Outs and/or Recycling Containers for the collection of its Municipal Solid Waste and Recyclable Materials.

Construction and Demolition Waste - Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Hazardous Waste, Municipal Solid Waste, Recyclable Materials or Bulky Items.

Container - Any receptacle, including, but not limited to, dumpsters, Roll-Offs and Roll-Outs, utilized by a Commercial or Residential Unit for collecting Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials. Containers are designed to hold between thirty (30) gallons and forty (40) cubic yards of Solid Waste.

Curbside - That portion of right-of-way adjacent to the street pavement, alley pavement and gutter and within three feet thereof. No portion of the Container(s) shall extend three feet beyond the curb.

Hazardous Waste - Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Louisiana statute, rule, order or regulation.

Holidays - The following days:

- (1) New Year's Day (January 1st)
- (2) Memorial Day
- (3) Independence Day (July 4th)
- (4) Labor Day
- (5) Thanksgiving Day
- (6) Christmas Day (December 25th).

Industrial Unit - Any manufacturing, mining or agricultural facility that generates and accumulates Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials during, or as a result of, its operations.

Initial Landfill - The initial landfill for Municipal Solid Waste and Construction and Demolition Waste will be the Sabine Parish Landfill located at 955 Sabine Parish Road in Many, Louisiana and a distance of eighty (80) miles roundtrip from Natchitoches.

Landfill - Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Louisiana Department of Environmental Quality ("LDEQ") within the State of Louisiana, or the appropriate governing agency for landfills located outside the State of Louisiana.

Multi-Family Residential Unit - Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Municipal Solid Waste and Recyclable Materials.

Municipal Solid Waste - Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction and Demolition Waste or Hazardous Waste.

Recyclable Materials -

- (a) Newspapers, magazines, and catalogs, and other paper items such as mail, paper bags or other paper;
- (b) Metal cans composed of tin, steel or aluminum (excluding scrap metal); and
- (c) Plastic containers including all varieties of the types designated as #1, #2, #3, #4, #5 and #7
- (d) Corrugated boxes and cardboard

Recycling Container - A Container with sixty-four (64) gallons of capacity and utilized for the collection of Recyclable Materials.

Refuse - All discarded and unwanted household and kitchen wastes, usually defined as "garbage" that constitute Municipal Solid Waste.

Residential Unit - Any residential dwelling that is either a Single-Family Residential Unit or a Multi-Family Residential Unit.

Roll-Off - A Container with twenty (20) cubic yards to forty (40) cubic yards of capacity.

Roll-Out - A Container with ninety-six (96) gallons of capacity and utilized for the collection of Refuse.

Single-Family Residential Unit - Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste and Recyclable Materials.

Solid Waste - As defined by the EPA under 40 C.F.R. § 261.2(a) (1), or by the State of Louisiana under the Louisiana Solid Waste Regulations § 115 whether such waste is mixed with or constitutes Recyclable Materials.

White Good - Any item measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight and that is manufactured primarily from metal, limited to a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer or other similar appliance.

SECTION 2. TIME CONTRACT GRANT.

The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling, recycling and disposal of all Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials, the right and privilege to collect, haul and recycle or dispose of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials over, upon, along and across the City's present streets, alleys, bridges and public properties. The parties hereto do specifically agree and acknowledge that this Agreement is a time contract and is not an exclusive waste collection contract. The parties hereto do specifically agree and acknowledge that the City is not granting an exclusive franchise agreement to the Service Provider. The Service Provider specifically acknowledges that the City reserves the right to negotiate with third parties for the collection of waste not dealt with or defined herein. However, this Agreement shall apply to Municipal Solid Waste to be collected in newly developed areas within the City, Municipal Solid Waste to be collected in areas that may be annexed to the City limits in the future, and Municipal Solid Waste collected from new Residential and Commercial Units.

SECTION 3. OPERATIONS.

A. **Scope of Operations.** It is expressly understood and agreed that the Service Provider will collect, haul and recycle or dispose of all Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials (as provided herein) (i) generated and accumulated by Commercial and Residential Units, and (ii) placed within Containers by those Commercial and Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated in the manner herein provided by those Commercial Units and Residential Units), all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Services").

B. **Nature of Operations.** The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and recycling or disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials, the title to all Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials collected, hauled and recycled or disposed of by the Service Provider over, upon, along and across the City's present and future streets, alleys, bridges and public properties. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials. All Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials shall belong to the Service Provider as soon as such items are placed in the Service Provider's vehicles.

SECTION 4. SINGLE-FAMILY RESIDENTIAL UNIT COLLECTIONS.

A. Single-Family Residential Units. The Service Provider will provide Backdoor collection of Municipal Solid Waste and Recyclable Materials from Single-Family Residential Units once per week; provided that such Municipal Solid Waste and Recyclable Materials are placed in Recycling Containers and Roll-Outs as specified in this Agreement for Municipal Solid Waste and Recyclable Materials.

B. Excess or Mislplaced Municipal Solid Waste. The Service Provider shall only be responsible for collecting, hauling and recycling or disposing of Municipal Solid Waste and Recyclable Materials placed inside the Containers. Municipal Solid Waste and Recyclable Materials in excess of the Containers' limits, or placed outside or adjacent to the Containers, will not be collected by the Service Provider. The Service Provider shall provide notice to the Single-Family Residential Unit of any non-collection pursuant to Section 20.A. However, such excess or misplaced Municipal Solid Waste and Recyclable Materials may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Service Provider in its sole discretion. If the excess or misplaced Municipal Solid Waste and/or Recyclable Materials continues, the City shall require the Single-Family Residential Unit to utilize an additional Container so that the excess or misplaced Municipal Solid Waste and/or Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 10.A. hereto.

SECTION 5. COMMERCIAL AND MULTI-FAMILY RESIDENTIAL UNIT COLLECTIONS.

The Service Provider will collect Municipal Solid Waste and Recyclable Materials from Commercial and Multi-Family Residential Units once or twice per week, as provided for in Section 10 hereof. The Service Provider shall only be responsible for collecting, hauling and recycling or disposing of Municipal Solid Waste and Recyclable Materials placed inside the Containers provided by the Service Provider. The Service Provider shall provide notice to the Commercial Unit of any non-collection pursuant to Section 20.A. However, the Service Provider shall be obligated to offer and provide sufficient service to Commercial and Multi-Family Residential Units, and to increase or decrease, as necessary, the frequency of collection and the size or number of Containers so that Commercial or Multi-Family Units' Municipal Solid Waste and Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 10 hereof. The parties acknowledge and agree that the Service Provider shall not be responsible for damage to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the Services herein contracted and that the Commercial or Multi-Family Residential Unit assumes all liabilities for damage to pavement or road surface, unless caused by the negligence or willful misconduct of the Service Provider.

SECTION 6. SPECIAL COLLECTIONS AND SERVICES.

At no additional cost, the Service Provider shall collect, transport and dispose of all Municipal Solid Waste and Construction and Demolition Waste from City-owned facilities as set forth in Appendix A. The Service Provider shall furnish, at no additional cost to the City, at each municipal location serviced, a dumpster as provided for in Appendix A. All dumpsters furnished by the Service Provider shall be equipped with non-removable hinged lids. The Service Provider agrees to provide Services, at no additional cost, a maximum aggregate of five (5) Roll-Offs and five (5) free hauls of such Roll-Offs for the annual Natchitoches Christmas Festival and the Natchitoches City-wide Clean Up Events. For any additional Roll-Offs requested by the City or any additional hauls of such Roll-Offs, the Service Provider shall be compensated in accordance with Section 10.D. hereof.

SECTION 7. BULKY ITEMS AND BUNDLES.

The Service Provider will collect Bulky Items, Construction and Demolition Waste and Bundles from Single-Family Residential Units once per week to coincide with regular collection schedule, as designated by the Service Provider; provided, that the (i) Bulky Items or Bundles (A) are placed at the curbside no later than 6:00 a.m. on the scheduled collection day, (B) are reasonably contained, (C) do not exceed three (3) cubic yards in total volume or have any individual item exceeding one hundred (100) pounds in weight and (ii) the Construction and Demolition Waste is (A) generated by the Single-Family Residential Unit itself, and not a general contractor, and (B) placed in a Container or tied and bundled in a package no larger than two (2) feet by four (4) feet. The Service Provider shall only be responsible for collecting, hauling and recycling or disposing of Bulky Items, Construction and Demolition Waste, and Bundles from those Single-Family Residential Units that have complied with Section 1 and this Section 7. White Goods containing refrigerants will not be collected by the Service Provider unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed.

SECTION 8. ROLL-OUT AND RECYCLING CONTAINER INVENTORY.

As of the date first written above, the City has provided Containers for the collection of Refuse and Recyclables Materials, which shall continue to be utilized for the Services provided under this Agreement. It is understood that any Containers provided by the City remain the property of the City. The Service Provider is required to maintain an inventory of an aggregate of fifty (50) Roll-Outs and Recycling Containers of a durable quality similar to the construction of the Containers on hand at the beginning of the Agreement for replacement purposes, but shall be required to keep enough of each type of Container to replace damaged Containers. The Service Provider is responsible for repair/replacement of any broken parts, including, but not limited to, wheels, hinges and tops on any Containers in use during the term of the Agreement. All Containers, including those provided by the Service Provider during the term of this Agreement, shall belong to the City upon expiration of the Agreement. The Service Provider agrees to maintain the current inventory and any future inventory of Containers at the local warehouse space of the Service Provider.

SECTION 9. TITLE TO EQUIPMENT.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider. All Roll-out and Recycling Containers shall at all times remain the property of the City, including those provided as replacement by the Service Provider.

SECTION 10. RATES AND FEES.

Subject to adjustment, as provided in Section 11 hereof, the rates and fees to be charged and received by the Service Provider are as follows:

A. Single-Family Residential Unit Services. For the Services provided to Single-Family Residential Units under Section 4.A. hereof, the Service Provider shall charge \$18.68 per month for each Single-Family Residential Unit utilizing one (1) Roll-Out and one (1) Recycling Container. These rates apply to all Single-Family Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services. If a Single-Family Residential Unit requires more than one (1) Roll-Out for the collection of Refuse or more than one (1) Recycling Container, such Single-Family Residential Unit shall negotiate directly with the Service Provider.

B. Multi-Family Residential Units. Each residential dwelling within a Multi-Family Residential Unit shall be charged the same rate as each Single-Family Residential Unit regardless of whether or not Roll-Outs or dumpsters are utilized for the collection of Refuse and/or Recyclable Materials.

C. Commercial Services. For the Services provided to Commercial Units under Section 5 hereof, the Service Provider shall charge \$32.50 per month for each Commercial Unit utilizing one (1) Roll-Out and one (1) Recycling Container. For any additional Containers or collections that the Service Provider is required to make in excess of the above weekly collection, the Service Provider shall negotiate directly with the Commercial Unit. The foregoing rates apply to all Commercial Units that are located within the City's corporate limits and billed by the City for water and sewer services.

D. City Roll-Off Services. Subject to adjustment by the Service Provider in its sole discretion, for Roll-Off Services provided to the City, the Service Provider shall charge for each Roll-Off utilized the following fees:

Delivery Fee	\$ 100.00
Rental Fee	\$ 5.00 per day
Haul Fee	\$ 200.00 per haul
Disposal Fee	\$ 48.00 per ton

The Roll-Offs provided pursuant to this Section 10.D. must be located within the City in accordance with City ordinances and policies and are provided solely for the benefit of the City. In the event that any Commercial or Residential Unit requests the use of a Roll-Off, the Service Provider will negotiate agreements with each Commercial or Residential Unit on an individual basis regarding the Roll-Off Services to be provided. Any Roll-Off Services provided to a Residential or Commercial Unit will be billed directly to such Commercial or Residential Unit and will be collected by the Service Provider.

SECTION 11. RATE ADJUSTMENT.

A. CPI-U Adjustment. On each anniversary date of this Agreement, the Service Provider shall have the right, in its sole discretion and upon giving prior notice to the City, to increase or decrease the rates set forth in Section 10 hereof (the "Initial Rates") in accordance with the CPI-U. The Service Provider must give notice to the City no later than 90 days after each anniversary date of this Agreement in order to obtain a CPI-U adjustment for that year. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the Dallas/Fort Worth area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 11.A. The amount of the increase or decrease under this Section 11.A. shall be equal to the percentage that the CPI-U has increased or decreased over the previous twelve (12) month period, but such increase shall not exceed three percent (3%) per year.

B. Operating Cost Adjustment. In addition to the rate adjustments provided for in Section 11.A., at any time during the term of this Agreement, the Service Provider may petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its cost of operations not otherwise the basis of any other rate adjustments herein. At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The City shall not unreasonably withhold, condition or delay its consent to any requested rate increase. In the event the City fails or refuses to consent to any such requested rate increase and the Service Provider can demonstrate that such rate increase is necessary to offset the Service Provider's increased costs in connection with performing the services under this Agreement not otherwise offset by any previous rate adjustments hereunder, the Service Provider may, in its sole discretion, terminate this Agreement upon one hundred-eighty (180) days written notice to the City.

C. Landfill Cost Adjustment. The parties acknowledge that the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement will be disposed of by the Service Provider at a Landfill(s) chosen by the Service Provider in its sole discretion (the "Initial Landfill(s)"). In the event that the Service Provider is unable to use the Initial Landfill(s) due to reasons out of its control, the Service Provider (i) shall have the right, upon written approval of the City, which shall not be unreasonably withheld, conditioned or delayed, to dispose of the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement at another Landfill of its choosing, and (ii) shall have the right, upon giving prior notice to the City,

to increase the Initial Rates by an amount equal to the sum of (x) the amount, if any, that the disposal fees charged to the Service Provider at such other Landfill exceed those previously charged to the Service Provider at the Initial Landfill(s), and (y) the amount, if any, that the transportation costs incurred by the Service Provider in connection with transporting the Municipal Solid Waste and Construction and Demolition Waste to such other Landfill exceed those that would have been incurred by the Service Provider if such Municipal Solid Waste and Construction and Demolition Waste was transported to the Initial Landfill(s). Prior to the City's written approval of a Landfill change, the Service Provider agrees to provide the City with a cost comparison analysis of all available area Landfills with contact information included.

D. Governmental Fees. The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding sales taxes and taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees.

E. Fuel Surcharge. The Service Provider shall add a Fuel Surcharge (as defined below) to the Monthly Statement for any month in which the average price of diesel fuel during the previous month exceeded \$4.10 per gallon. In establishing the rates in Section 10 hereof for the Services, the parties used \$4.00 per gallon of diesel fuel ("Base Price"), and the Service Provider estimated that the monthly fuel cost for the Services would be \$15,600 ("Initial Monthly Fuel Cost"); therefore, such amounts shall be used for the purposes of calculating any Fuel Surcharge charged to the City. The average price of diesel fuel for any month (each, an "Average Monthly Price") shall be the average of the weekly fuel prices published for each week during such month. The average price of diesel fuel will be determined by reference to the U.S. Energy Administration / Department of Energy published price for diesel fuel – gulf coast region. The following website (or any successor website) will be the source for such information: <http://www.cia.gov/petroleum/gasdiesel/>. In accordance with the chart below, each Average Monthly Price has a corresponding Trigger Price which will be used to calculate the applicable Fuel Surcharge. In the event that the Average Monthly Price exceeds \$4.90 per gallon, the Fuel Surcharge shall be calculated in the same manner. Each Fuel Surcharge shall be effective during the calendar month immediately following the calendar month for which such Fuel Surcharge was determined. The Fuel Surcharge for any calendar month (each, a "Fuel Surcharge") shall be calculated in accordance with the formula and schedule below:

$$\text{Fuel Surcharge} = ((\text{Trigger Price} - \text{Base Price}) / \text{Base Price}) \times \text{Initial Monthly Fuel Cost}$$

Average Monthly Price	Trigger Price	Fuel Surcharge
\$4.10 - \$4.19	\$4.10	\$390.00
\$4.20 - \$4.29	\$4.20	\$780.00
\$4.30 - \$4.39	\$4.30	\$1,170.00

\$4.40 - \$4.49	\$4.40	\$1,560.00
\$4.50 - \$4.59	\$4.50	\$1,950.00
\$4.60 - \$4.69	\$4.60	\$2,340.00
\$4.70 - \$4.79	\$4.70	\$2,730.00
\$4.80 - \$4.90	\$4.80	\$3,120.00

For example: Assume the Average Monthly Price in any given month is \$4.15.

$$\text{Fuel Surcharge} = ((\$4.10 - \$4.00) / \$4.00) \times \$15,600$$

$$\text{Fuel Surcharge for such month} = \$390.00$$

In the event Service Provider purchases Compressed Natural Gas (“CNG”) vehicles to provide the Services under this Agreement, Service Provider shall be required to submit a new fuel surcharge schedule that reflects supporting data that measures CNG pricing consistent with the gulf coast region. In addition, CNG fuel surcharge calculations will be consistent with the methods described herein.

SECTION 12. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling, recycling or disposal of any Hazardous Waste, human, dead animals routinely generated by any Commercial or Residential Unit, used tires, auto parts, concrete, dirt, gravel, rock or sand from any Container provided by the Service Provider located at any Commercial or Residential Unit; provided, however, that the Service Provider and the owner or occupant of a Commercial or Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of auto parts, concrete, dirt, gravel, rock or sand by utilizing the Service Provider's Roll-Off Services.

SECTION 13. EMERGENCIES.

The Service Provider agrees that should any emergency arise by reason of storm, hurricanes, tornadoes, or the like, where reimbursement would be available through FEMA, that requires additional services not within the normal course and scope of this contract, the City will seek bids for the disposal of storm related debris according to Federal Emergency Management Agency (“FEMA”) guidelines. The Service Provider is not responsible for pickup or disposal of emergency storm related debris.

SECTION 14. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of five (5) years, commencing on January 1, 2014 and concluding on December 31, 2018. At the expiration of the original term of this Agreement, the Agreement may be renewed for one (1) successive period of five (5) years upon the mutual written agreement of the parties not less than ninety (90) days prior to the expiration of this five (5) year Agreement.

SECTION 15. ASSIGNMENT.

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the City; provided, however, that the Service Provider may assign this Agreement to any direct or indirect affiliate or subsidiary of the Service Provider or to any person or entity succeeding to all or substantially all of the Service Provider's assets (whether by operation of law, merger, consolidation or otherwise) without the City's consent.

SECTION 16. ENFORCEMENT.

During the term of this Agreement and any extension thereof, the City agrees to adopt and maintain ordinances and revise existing ordinances so as to enable the Service Provider to provide the Services set forth herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Commercial or Residential Units utilizing such Containers. The security deposits, if any, will be negotiated, billed and managed by the Service Provider independent of the City. However, the City will require an annual listing of security deposits currently imposed. To the maximum extent allowed by applicable law, the City also hereby grants to the Service Provider the right of ingress and egress from and upon the property of Commercial and Residential Units for the purposes of rendering the Services contemplated hereby.

SECTION 17. PROCESSING, BILLING AND FEES.

A. Monthly Statement. On a monthly basis, the City agrees to bill and collect the rates and fees charged per the City's Municipal Code of Ordinances from all Commercial and Residential Units requiring the collection, hauling, recycling and disposal of Municipal Solid Waste within the City's corporate limits. The City will provide the Service Provider with the number of current Commercial and Residential Units ("House Count") for billing purposes. The Service Provider will invoice the City monthly based on the rates as detailed in Section 10 and the House Count as provided by the City (the "Monthly Statement"). Thereafter, the City will remit to the Service Provider an amount equal to such Monthly Statement, plus any applicable Fuel Surcharge. Such remittance shall be made by the City on or before the 15th day of each month (for the immediately preceding month's service) commencing on February 15, 2014, upon receipt of the Monthly Statement and report as detailed in this Section. Prior to payment of the Service Provider's invoice, the Service Provider shall submit a monthly report to the City detailing the tonnage of Refuse and Recyclable Materials collected.

B. Licenses, Permits and Taxes. The Service Provider shall be responsible for obtaining all required licenses and permits (other than the license and permit granted by this Agreement). In addition to the amounts billed and collected by the City in Section 17.A. hereof, the City shall be

responsible for collecting and remitting any and all applicable sales, use and service taxes assessed or payable in connection with the Services.

C. Bad Debt; Unpaid Rates/Fees. The City agrees that payments owing to the Service Provider pursuant to this Agreement shall be based solely on the Services rendered by the Service Provider. The Service Provider shall not be held responsible for the collection of "bad debt" billed by and owed to City for the Services, nor shall the Service Provider be penalized for Services rendered (per this agreement) that remain unpaid by any Commercial or Residential Unit.

D. House Count Audit. On or about January 1, 2014, and in each successive year of the Agreement, Service Provider may conduct a count of the billable Residential and Commercial Units covered under the Agreement. The City shall submit to Service Provider a list of all Residential and Commercial Units billed by the City for the Services. Upon conducting a count of billable Commercial and Residential units, Service Provider shall be responsible for notifying the City in writing of those units which it knows are receiving the Services without paying the City. The City shall investigate these findings jointly with Service Provider and determine if Service Provider should be compensated for these services. The City shall notify Service Provider if the Services to any Commercial or Residential Unit is to be interrupted or discontinued.

SECTION 18. SPILLAGE.

The Service Provider is responsible for the cleanup, collection and disposal of any loose or spilled Municipal Solid Waste, Recyclable Materials, Construction and Demolition Waste, limbs and/or yard waste or any vehicle or equipment contents (including hydraulic fluids) caused by the Service Provider's operations. It is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste or Recyclable Materials not caused by the Service Provider's rendering of the Services, or be required to collect and dispose of any excess Municipal Solid Waste or Recyclable Materials placed outside of the Containers by any Commercial or Residential Unit. The Service Provider shall report the location of such conditions to the City if these conditions are severe, persistent or not easily resolved by the Service Provider. The Service Provider is responsible for issuing proper notice to the owner or occupant of the Commercial or Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste or Recyclable Materials. Should excess Municipal Solid Waste or Recyclable Materials continue to be placed outside of the Containers, the Service Provider may require the Commercial or Residential Unit to increase the frequency of collection of such Municipal Solid Waste or Recyclable Materials, or require the Commercial or Residential Unit to utilize a Container with sufficient capacity so that the excess Municipal Solid Waste or Recyclable Materials will be regularly contained. If additional containers or extra collections are necessary, the Service Provider may negotiate for services directly with the Commercial or Residential Unit for services in excess of the basic minimum as provided for in this Agreement.

SECTION 19. PLACEMENT OF CONTAINERS.

Recycling Containers and Roll-Outs shall be placed at Curbside for collection by employee(s) of the Service Provider. Curbside refers to that portion of right-of-way adjacent to the street pavement, alley pavement and gutter and within three feet thereof. No portion of the Container(s) shall extend three feet beyond the curb. Containers shall be placed in such a manner as to not interfere or endanger the movement of vehicles or pedestrians. The Service Provider shall return all containers at each pick-up to the location at which they were found no later than 6:00 pm on the date of collection. Containers will be placed, not thrown, and shall not be left lying on their sides. Any contents spilled on the parkways, premises, or streets are to be cleaned up in a workmanlike manner.

SECTION 20. NON-COLLECTION NOTICE AND FOLLOW-UP.

A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Commercial or Residential Unit is in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials and will notify the City within eight (8) hours thereafter of the reason for such non-collection. The Service Provider will also provide written notice to the Commercial or Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Commercial or Residential Unit's failure to timely place the Containers, Bulky Items or Bundles out for collection. Such written notice shall be attached to the Container or the uncollected Municipal Solid Waste, shall indicate the nature of the violation and shall indicate the correction required in order that such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials may be collected.

B. Notice from a Commercial or Residential Unit. When the City is notified by an owner or occupant of a Commercial or Residential Unit that Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials has not been removed from such Commercial or Residential Unit and where no notice of non-collection or a change in collection schedule has been received by the City from the Service Provider, or the Service Provider has failed to collect Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials from the Commercial or Residential Unit without cause, as supported by notice as described herein, then the Service Provider will use all reasonable efforts to collect such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials on the day a collection order is issued by the City; provided, however, that if the Service Provider fails to make such collection on the same day that a collection order is issued by the City, the Service Provider shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Service Provider for any such original non-collection or late collection so long as the Service Provider makes such collection within such time.

SECTION 21. HOURS OF SERVICE AND SCHEDULE OF COLLECTIONS.

For all the Services provided hereunder, the Service Provider's hours of service shall be between 6:00 a.m. to 6:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide such services on the immediately following business day.

The City is divided into collection areas and a regular weekday shall be assigned to each area. The Service Provider shall provide the City with a copy of the Street List or Map(s) showing the day and approximate time the properties on each street are to receive collection services. The schedule is subject to approval by the City. The schedule, once approved, shall not be changed without prior written approval by the City.

SECTION 22. LOCAL OFFICE.

The Service Provider shall establish and maintain a local office within the limits of Natchitoches Parish through which the management can be contacted. A complaint log or record shall be maintained and submitted to the City on a weekly basis. The office shall be operated during the hours of 8:00 am to 5:00 pm Monday through Friday, except during Holidays.

SECTION 23. CUSTOMER SERVICE.

The Service Provider agrees to field all inquiries and complaints from Commercial and Residential Units relating to the collection, hauling, recycling and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials. It is understood that occasionally the City will receive inquiries and complaints from Commercial or Residential Units relating to the collection, hauling, recycling and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials. The Service Provider and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints. In order to assist the City in its obligations under this Section 23, the Service Provider agrees to provide City Hall with a primary contact and toll free telephone number, as well as Service Request Forms for customer service issues such as changes in service, container repair requests and missed collections.

SECTION 24. CONSUMER EDUCATION.

Upon request, the Service Provider agrees to provide City residents with such educational materials as the City deems necessary pursuant to the collection of Municipal Solid Waste and Recyclable Materials under this Agreement. Educational materials may include notices to be left at the Commercial or Residential Unit. The Service Provider is responsible for providing public notices regarding collection schedule changes as well as any non-compliance issues.

SECTION 25. COMPLIANCE WITH APPLICABLE LAWS.

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling, recycling and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Service Provider in order to insure compliance with this Section.

SECTION 26. VEHICLES AND EQUIPMENT.

Vehicles used by the Service Provider for the collection, hauling, recycling and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials shall be protected at all times while in transit to prevent the blowing or scattering of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials onto the City's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked with the Service Provider's name in letters and numbers not less than two (2) inches in height. All collection vehicles used by the Service Provider shall be washed and deodorized once per week. Service Provider's vehicles shall be 25 to 30 cubic yard size, the weight of such trucks shall comply with federal and state regulations, and such vehicles shall be equipped with the appropriate number of axles to comply with legal weight restrictions.. However, if the Service Provider desires to use a vehicle of larger capacity, written approval of the specific vehicle in question shall be required from the City, after an actual demonstration of the vehicle on the streets is observed. All of the Service Provider's vehicles shall adhere to the posted speed limits in all collection areas. At no time shall the Service Provider's vehicle exceed 25 mph in any residential area. The Service Provider shall use vehicles meeting the requirements herein and able to provided the Services contracted for herein that will put the least amount of ground pressure on the City's streets.

SECTION 27. DUE CARE.

The Service Provider shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved.

SECTION 28. PERSONNEL AND PERFORMANCE STANDARDS.

The Service Provider shall not deny employment to any person on the basis of race, creed or religion, and will ensure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Service Provider, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. The Service Provider's employees shall be attired, at all times, in a professional-type manner with uniforms

or markings identifying them as employees of the Service Provider. During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.

SECTION 29. DAMAGES.

The following is a list of liquidated damages to be assessed on the Service Provider for various violations of the provisions of this Agreement:

A truck beginning residential collections prior to 6:00 a.m. without approval by the City.
\$100 per truck per day.

Failure to collect misses within twenty-four (24) hours of notification to Service Provider. \$20.00 each occurrence.

Repetition of complaints on a route after notification of spilling/non-collection/thrown containers/containers blocking driveway/containers in streets.
\$20.00 each occurrence.

Crossing planted areas or similar violations.
\$100.00 each occurrence.

Failure to collect bulky waste/white goods/bundles from a unit within twenty-four (24) hours following notification of missed pickup by the City.
\$100.00 per occurrence.

Failure to repair/replace a container after notification by the City.
\$20.00 each occurrence.

Operation of equipment that is leaking hydraulic fluids or similar hazardous materials.
\$500.00 each occurrence.

Liquidated damages shall be adjusted upward or downward at the time and at the same rate as the collection fees are adjusted.

SECTION 30. INSURANCE COVERAGE.

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker's Compensation	Statutory

(2) Employer's Liability	\$500,000
(3) Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 in the aggregate, combined single limit for Bodily Injury and Property Damage Liability
(4) Automobile Liability	\$2,000,000 per occurrence combined single limit for Bodily Injury and Property Damage Liability
(5) Pollution Legal Liability	\$2,000,000 each loss
(6) Excess or Umbrella	\$5,000,000 per occurrence

To the extent permitted by law, any or all of the insurance coverage required by this Section 30 may be provided under a plan(s) of self-insurance, including coverage provided by the Service Provider's parent corporation. Upon the City's request, the Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section 30.

SECTION 31. PERFORMANCE BOND.

The Service Provider shall provide the City with a Performance Bond in the amount of One Million Dollars and no/100 (\$1,000,000), which shall be renewed on an annual basis during the term of this Agreement . Said bond shall be subject to the City's reasonable approval.

SECTION 32. INDEMNITY.

To the extent covered by applicable insurance, the Service Provider assumes all risks of loss or injury to property or persons caused by its performance of the Services. The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) caused by a willful or negligent act or omission of the Service Provider, its officers and employees. However, the Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by a willful or negligent act or omission of the City, its agents, directors, employees, officers and servants.

SECTION 33. SAVINGS PROVISION.

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

SECTION 34. TERMINATION.

Any failure by either party or its successors and assigns to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the other party, constitute grounds for forfeiture and termination of all the defaulting party's rights under this Agreement, provided a ninety (90) day written notice is delivered to the defaulting party via certified mail. Upon ninety (90) days after receipt of notice, the Agreement shall terminate and all such rights shall become null and void.

SECTION 35. FORCE MAJEURE.

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

SECTION 36. GOVERNING LAW.

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Louisiana, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Louisiana and the Federal courts of the United States located in the State of Louisiana, solely in respect of the interpretation and enforcement of the provisions of this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may be enforced in or by said courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Louisiana State or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that mailing of process or other papers in connection with any such action or proceeding to the addresses of the parties listed below, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

SECTION 37. NOTICES.

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City:

City of Natchitoches
P.O. Box 37
Natchitoches, LA 71457
Attn: Mr. Edd Lee

If to the Service Provider:

Progressive Waste Solutions of LA, Inc.
P.O. Box 38
Natchitoches, LA 71547
Attn: Division Manager

With a Copy to:

IESI Corporation
2301 Eagle Parkway, Suite 200
Ft. Worth, TX 76177
Attn: Legal Department

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

SECTION 38. ATTORNEYS' FEES.

The prevailing party in any dispute between the parties arising out of the interpretation, application or enforcement of any provision hereof shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not, including without limitation costs and attorneys' fees related to or arising out of any trial or appellate proceedings.

SECTION 39. ACCEPTANCE.

PASSED AND APPROVED BY THE CITY OF NATCHITOCHEs COUNCIL MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF LOUISIANA AND ALL OTHER APPLICABLE LAWS THIS _____ DAY OF _____, 2013, THUS DONE AND PASSED BEFORE THE PARTIES BEFORE THE UNDERSIGNED NOTARY PUBLIC AND SUBSCRIBING WITNESSES, AT NATCHITOCHEs, LOUISIANA ON THIS THE _____ DAY OF _____, 2013.

ATTEST:

CITY OF NATCHITOCHEs, LOUISIANA

By: Mayor Lee Posey

PROGRESSIVE WASTE SOLUTIONS OF
LA, INC.

John Gustafson, Vice President

NOTARY PUBLIC

Print Name _____

Notary # _____

APPENDIX A
COLLECTION FROM CITY-OWNED FACILITIES

- One (1) 4-yard Container collected 2 times per week located at the Police Station
- One (1) 2-yard Container collected 1 time per week located at the Animal Shelter
- One (1) 8-yard Container collected 2 times per week located at the Events Center
- One (1) 6-yard Container collected 1 time per week located at the MLK Center
- One (1) 8-yard Container collected 2 times per week located at the Power Plant
- One (1) 2-yard Container collected 2 times per week located at the Sewer Plant
- Three (3) 2-yard Containers collected 1 time per week located at the Sewer Plant on Laird Fletcher Road
- One (1) 2-yard Container collected 1 time per week located at the Water Plant
- One (1) 2-yard Container collected 1 time per week located at the Highland Park Baseball Field
- One (1) 2-yard Container collected 1 time per week located at the ADM Facility
- One (1) 6-yard Container collected 1 time per week located at the Dixie Youth Baseball Field
- Two (2) 30-yard Containers collected 2 times per week located at Public Works
- One (1) 30-yard Container collected 2 times per week located at the Purchasing Office
- Two (2) 30-yard Containers collected 2 times per week located at the Community Development Center

Mayor Posey introduce Andy Jackson. Mr. Jackson stated I am the managing member of Wards Waste and is attending the meet on behalf of his brothers, Gabe and Clay Ward. Mr. Jackson stated that he just wanted the citizens of the City of Natchitoches to know that Wards Waste is a financially sound company and will continue business with or without the City of Natchitoches contract. Mr. Jackson stated that he finds it unfortunate that the City Council members have such a short memory as to what led Wards Waste to obtain the City contract back in 2003. There are still 3 council members on the council who saw fit to give the contract to a man with one truck. The service back then was viewed to be so poor that the former Mayor and a former councilman approached Gabe about putting in a bid because there were no other prospective bidders. Mr. Jackson asked what the former provider done to make the Council believe they will provide better this time around. Since they have done nothing to show they will perform the City contract with a higher level of service, this is obviously a financial decision. Viewing this contract and a commodity is a mistake. There are so many other things to be considered such as service levels, value added services, accessibility to management, and community involvement to name a few. If we had viewed our investment in Wards Waste as purely a financial decision, I would not be here today. When Wards Waste was awarded the original contract it did not take long for the contact to favor one party over the other. The hurricane in 2005 is a perfect example. That event and the one-sidedness of the contract took its toll on Gabe's business. To the City Council's credit, the contract was renewed with terms within the industry standards. Unfortunately, Wards Waste was heading toward liquidation without a capital infusion. My brother and I made the decision to make a sufficient investment in Wards Waste. Our sense of community drove us to save a local business and a local service. The decision saved jobs and also saved the City from being with one vendor without competition. The investment on our part saved the City of Natchitoches a considerable amount of money. We have five issues with the RFP and the way the negotiations were handled. Number one, there was never any true negotiation on the renewal or the extension. Contract talk started in March of this year and we were asked to price a renewal fifteen different ways. There were talks of a short term extension. There was never any negotiation because there was never a number that came back from the City. Even though there was a non-disclosure signed by all parties, we can walk away from those discussions with an uneasy feeling that the number has been shared with the competition. Number two, the new contract allows for dual axle trucks. Even though it was not in our contract, either one we signed, the former Mayor asked us to run single axle trucks which cost us more money, but it was to hold down road damage. Even with the lighter single axle trucks, we have fallen through the streets two times this year. We think it is unlikely that the competition will use single axle trucks, and if they don't we believe that the money saved will have to be shifted to road repair. Number three, we have been told that the former provider will direct haul recyclable material. In order for Pratt Industries to accept the current recycle stream, we have to manually sort the recycle stream. Wards Waste did this as an added service because we were interested in making sure the citizens of Natchitoches did not lose their recycle program. It is my fear that if that does not continue the current recycle program will go away. Number four, I'm not sure the bid you are accepting does not border on predatory pricing. Has the former provider explained to you how they intend to provide recycling, back door service and pay land field fees for \$0.58? That's how much more the bid on this contract is than a nearby town spends on their program without those services. If it looks too good to be true, it usually is. Number five, what consideration is given to giving business local? What has the former provider done for our community? Wards Waste has participated in virtually every event held in the City, many times providing value added services as no charge. Collectively, we own and operate eight separate businesses within the City limits of Natchitoches, we pay sales taxes on all of our vehicles and equipment, we buy all of our available parts locally, all of our fuel locally and a vast majority of our trade is local. Can our competition say the same? We often hear people, especially politicians, talk about doing business local. We hear them talk about the benefits of keeping the money circulating within the community. This is probably one of the largest contracts the City has and we are going to send the money away from the community. This contract is worth over eight million dollars and that money will not be

deposited in a local bank and very little of it will be spent locally. While we understand the bid from the former provider is less than our and you are obligated to accept it, we are extremely disappointed with the process and how we all got to where we are now. Regardless of the decision tonight, Wards Waste will continue to operate and everyone who does business with us can be assured we will give the best level of service we can provide and their money will stay local. I appreciate your time.

Mayor Posey stated that the comment about the numbers being shared with the new provider, I would say that I would never think that has been. We signed the clause that you required us to and I would have to say that as a business person myself, if I were bidding this I would have been a lot closer and I would have left a lot of money on the table. I don't think that is an issue because there is quite a bit of difference in the bids. As far as never having any negotiations, I will be the first to admit we asked and required a lot of Wards Waste to get back with us. In that process, I felt like we were giving every opportunity to extend the contract. Bottom line, it was down to dollars. If you are close to half a million dollars in the hole in that particular account and I am charged with trying to provide. We are going to live within our budget. This is hard for me to do. I called both of you and I went to see you and I said that I am afraid that if these negotiations don't get closer in price that this is not going to be an outcome. I couldn't help it. As to number five, I agree with you. As a business person, I told you everything you spend in this community circulated in our community. We find ourselves, in the five year contract, we can get out of this hole. I can't predict what will happen after that. As far as Progressive, we read literature, sat down with with Mr. Veuleman. I have to look to Mr. Veuleman and we expect no less than what we've had. Wards Waste had been good providers. Nobody can say anything bad about what you have done for our community. This is strictly a business decision and what's best for the taxpayers of this city. It's hard to walk away from someone who is putting back into the community. As far as the recycling part of it, there are probably some things that should have been done that are enhancing our recycling. We are going to do what we can to provide more recycling. It's nothing again you, we've just learned a lesson.

Ms. Morrow said she knows Mr. Ward personally and most of the employees over there and she has four things she'd like to say. At the rate stated in the contract, it's \$18.68 for the new providers. I want to know if Progressive Waste Solutions will do recycling.

Mayor Posey stated that the way we bid it out, all of the service that are currently being provided are still provided in the new contract.

Ms. Morrow asked if this company will be able to pull the carts out and continue to do it in the future.

Mayor Posey stated that all of the services that are currently provided now will continue to be provided.

Ms. Morrow stated that she knows that the new company, Progressive Waste Solutions, are not a local company and since the committee set to negotiate with Progressive Waste Solutions, will this company be able to get back and communicate with the community? How will they communicate with the citizens if they are out of town and something went wrong with the trash cans or the trash is spilled? Locally, we could call over to Wards Waste and get them out to pick up whatever it is and they will be out there within a few minutes. How long will it take the new company to get the trash cans back where they are supposed to go? That's the problem the people in my neighborhood have.

Mayor Posey stated that the spoke with several providers. We've heard nothing but good about this company. I rode around one day with Mr. Veuleman showed him around and to sure that everything that could possibly be cleaned up in this community. In the past a vacant lot, or if they didn't pay a contract fee, they City employees would have to go pick it up or negotiate it. Mr. Veuleman didn't think this would not be a concern and as a business

person we are going to hold his feet to the fire.

Ms. Morrow stated that she was concerned about the people in our neighborhood and asked if this company will hire our local men who were working for Wards Waste because a lot of these people are going to lose their jobs.

Mayor Posey stated that I can not answer that. Mayor Posey stated that I would hope that the employees would continue working with Wards Waste until this contract is up, but I can't answer that question.

Ms. Morrow asked if there was anyone here from Progressive Waste who could answer that question.

Mr. James Veuleman state they would be hiring employees from Wards Waste.

Mr. David Dollar from Lott Oil Company introduced himself. Mr. Dollar stated that he wanted to announce that they will be having a natural gas station in the City of Natchitoches hopefully by January 1. We have just completed the equipment and negotiations and I hope this will have appositve impact not only on the waste contract but also other city services. We are working with other businesses and look forward to the next few months in getting information out.

Mayor Posey thanked Mr. Dollar and stated that the reason that does enter in is that once the bids came in we found out that Progressive Waste Company has used CNG vehicles in other places, we requested the use the CNG vehicles and that will take place but we had to make sure they had the business to fill them up with natural gas and Mr. Lott has agreed to do that. I think there are several different people in town who have agreed to purchase vehicles. Once you have it in, we will try to do that also and try to support local business.

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

ORDINANCE NO. 037 OF 2013

**ORDINANCE AUTHORIZING THE MAYOR OF
THE CITY OF NATCHITOCHEs TO AWARD THE BID
FOR APRON REHABILITATION AT THE NATCHITOCHEs REGIONAL AIRPORT FAA
PROJECT NO. 3-22-0034-018-2013
LA DOTD PROJECT NO. H.010807**

(BID NO. 0536)

WHEREAS, Resolution No. 020 of 2013 was passed by the Natchitoches City Council on April 22, 2013 authorizing the Mayor to advertise for bids for the rehabilitation of the terminal apron at the Natchitoches Regional Airport (Bid No. 0536).

WHEREAS, this bid was advertised in the *Natchitoches Times* on June 6, June 13 and June 20, 2013 in accordance with law; and

WHEREAS, two bid proposal was received and opened on August 1, 2013 as follows:

- | | |
|---|----------------|
| 1) Regional Construction, LLC
Natchitoches, Louisiana..... | \$1,117,087.00 |
| 2) T. L. Construction, LLC
Alexandria, Louisiana..... | \$1,368,336.00 |

WHEREAS, on August 1, 2013 the appointed committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Don Mims, Councilman At Large; Larry Cooper, Airport Manager; reviewed the bid proposals for the Apron Rehabilitation at the Natchitoches Regional Airport (Bid No. 0536).

WHEREAS, the above appointed committee members unanimously recommend the City award the bid to the low bidder, **Regional Construction, LLC** of Natchitoches, LA in the amount of **\$1,117,087.00**.

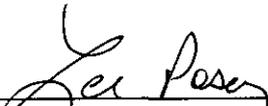
NOW, THEREFORE, BE IT RESOLVED that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.

THIS ORDINANCE was introduced on August 12, 2013 and published in the *Natchitoches Times* on August 17, 2013.

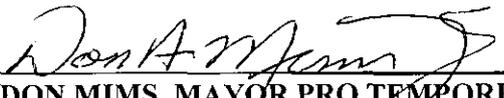
The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

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

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0
Nays this 26th day of August, 2013.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 27th day of August, 2013 at 10:00 A.M.

Mayor Posey announced that Shanna Straub, our assistant financial person with the City, and she has worked countless hours on these garbage contracts. She did a magnificent job. This was a lot of tedious work and a lot of paperwork and she had to do a lot of reading and I'll get a chance to thank her because she handled a lot of stuff behind the scenes.

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

RESOLUTION NO. 062 OF 2013

A RESOLUTION APPROVING WORK ORDER ADDENDUM NO. TWO TO OPEN GENERAL SERVICES AGREEMENT NO. TWO, BETWEEN AIRPORT DEVELOPMENT GROUP, INC. AND THE CITY OF NATCHITOCHEES FOR CONSTRUCTION ENGINEERING SERVICE FOR REHABILITATION OF THE TERMINAL APRON AT THE NATCHITOCHEES REGIONAL AIRPORT AND AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEES, LEE POSEY, TO EXECUTE SAID WORK ORDER ADDENDUM NO. TWO

(FAA AIP PROJECT NO. 3-22-0034-018-2013)

(LA DOTD PROJECT NO. H.010807)

WHEREAS, the City Council of the City of Natchitoches, Louisiana, (sometimes hereinafter “City”), authorized the Mayor of the City of Natchitoches, Louisiana to execute a General Services Agreement with Airport Development Group, Inc. (Sometimes hereinafter referred to as “ADG”), for professional services associated with the Natchitoches Regional Airport by Resolution Number 042 of 2013; and

WHEREAS FURTHER, the City Council of the City of Natchitoches, Louisiana, authorized the Mayor of the City of Natchitoches, Louisiana to execute a Work Order Addendum No. Two to the Open General Services Agreement No. Two with Airport Development Group, Inc., for Construction Engineering Services for Rehabilitation of The Terminal Apron at the Natchitoches Regional Airport;

WHEREAS FURTHER, the work described in the Work Order Addendum No. Two to the Open General Service Agreement No. Two will enhance the Natchitoches Regional Airport; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the Work Order Addendum No. Two, which is attached hereto, and has approved its form and does desire to enter into the Work Order Addendum No. Two with ADG; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that it is in the interest of the City to enter into the Work Order Addendum No. Two; and

WHEREAS FURTHER, the City Council of the City of Natchitoches, authorizes the Mayor of the City of Natchitoches, Lee Posey, to execute the attached Work Order Addendum No. Two; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Natchitoches, in legal session convened, that Mayor Lee Posey, be and is hereby authorized, directed and empowered to enter into and execute the attached Work Order Addendum No. Two with ADG, as more fully described on the attached Work Order Addendum No. Two.

BE IT FURTHER RESOLVED that the Mayor, or his assignee, be and he is hereby authorized to do all things necessary and proper in connection herewith. This Resolution was then presented for a vote, and the vote was recorded as follows:

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 26th day of August, 2013.



LEE POSEY, MAYOR

WORK ORDER ADDENDUM NO. TWO
TO
OPEN GENERAL SERVICES AGREEMENT NO. TWO
BETWEEN SPONSOR AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS A WORK ORDER ADDENDUM made by and between the **CITY OF NATCHITOCHE** (**SPONSOR**), P.O. Box 37, Natchitoches, Louisiana, 71458-0037, and **AIRPORT DEVELOPMENT GROUP, INC. (CONSULTANT or ENGINEER)**, 3900 Lakeland Drive, Suite 501 C, Jackson, MS 39232 and 1776 S. Jackson Street, Suite 950, Denver, CO 80210.

For this **WORK ORDER ADDENDUM**, **AIRPORT DEVELOPMENT GROUP, INC.**, will be using the services of **NOWLIN & ASSOCIATES, INC.**, 740 Front Street, Natchitoches, Louisiana 71457 for land surveying, resident inspection and other construction administration services.

WITNESSETH:

WHEREAS, **SPONSOR** and **ENGINEER** have heretofore entered into an open general services agreement between themselves for professional services, and

WHEREAS, parties hereto do now desire to add work by amending certain provisions of said agreement dated the 28th day of May, 2013, between themselves, and to reduce said amendment to writing;

NOW, THEREFORE, in consideration of the original agreement between the parties, the premises hereto, the mutual covenants, promises, doings and things hereinafter set forth, the parties hereto do now agree as follows:

This work order addendum also establishes the scope and payment for the following Special Services for the:

1. Construction Management, Inspection, Testing and Survey for construction project of approximately \$1,117K of airport improvements:

1. Construction Engineering Services for Rehabilitation of the Terminal Apron

Add the following to Section 2 of the Open General Services Agreement No. One solely for Special Services for this work item:

SECTION 2 - SPECIAL SERVICES OF ENGINEER

2.1 Construction Phase

During the construction phase **ENGINEER** shall:

2.1.1. Provide part-time resident engineering supervision of the construction work with sufficient qualified inspectors who shall be present periodically during construction operations to assure that construction is accomplished in accordance with the drawings and specifications. **ENGINEER** shall issue such instructions to the

contractor's construction superintendent as are necessary to protect the **SPONSOR's** interest to the same extent as would the **SPONSOR** himself if he were present and equipped with the requisite knowledge, skill competence, expertise, and engineering judgment.

2.1.2. **ENGINEER** shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). **ENGINEER's** efforts will be directed toward providing a greater degree of confidence for **SPONSOR** that the completed work of Contractor(s) is in accordance with the contract documents. **ENGINEER** shall keep **SPONSOR** informed of the progress of the work and shall endeavor to guard **SPONSOR** against defects and deficiencies in such work. **ENGINEER** may disapprove or reject work failing to conform to the contract documents.

2.1.3. Review and approve (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the contract documents.

The **ENGINEER** shall review Contractor's weekly payrolls and prepare and maintain necessary records of construction progress.

2.1.4. The **ENGINEER** shall require the Contractor to take acceptance tests as necessary to meet the requirements of the FAA and LA DOTD, in the field and the laboratory, as required, in proper time and in sufficient number to assure construction in accordance with the plans and specifications. Copies of all test reports will be furnished to the **SPONSOR** and the LA DOTD.

2.1.5. Issue all instructions of **SPONSOR** to Contractor(s); issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders or supplemental agreements as required. After acceptance of any modifications, copies of the change order or supplemental agreement will be submitted to the **SPONSOR** and the LA DOTD for approval and signature before proceeding with the work. **ENGINEER** shall have authority, as **SPONSOR's** representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work there-under and shall make recommendations on all claims of **SPONSOR** and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but **ENGINEER** shall not be liable for the results of any such interpretations or recommendations rendered by him in good faith and in conformance with good engineering practices. **SPONSOR** shall make decisions based on information and recommendations of the **ENGINEER**.

2.1.6. The **ENGINEER** will furnish the **SPONSOR** and the LA DOTD a weekly construction progress and inspection report.

2.1.7. Based on **ENGINEER's** on-site observations as an experienced and qualified design professional, the **ENGINEER** shall prepare and review periodic pay estimates for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing, payments to Contractor(s) in such amounts: such recommendations of payment will constitute a representation to **SPONSOR**, based on such observation and review, that the work has progressed to the point indicated, that, to the best of **ENGINEER's** knowledge, information and belief; such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment **ENGINEER** will not thereby be deemed to

have represented that continuous or exhaustive examinations have been made by ENGINEER to check the acceptability or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or to what purposes any Contractor has used the monies paid on account of the contract price, or that title to any of the work, materials or equipment has passed to SPONSOR free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work in accordance with the contract documents. Periodic pay estimates shall be submitted regularly to LA DOTD for their respective participation payments. The ENGINEER will assist in preparation of LA DOTD payment requests.

2.1.8. Monitor compliance with the applicable federal regulations governing grant procurement, including those dealing with pollution, fair labor standards, equal employment opportunity and minority business hiring.

2.1.9. When the project has been completed and is ready for final acceptance, the ENGINEER shall arrange for a final inspection of the finished work by the LA DOTD, the SPONSOR, the Contractor and the ENGINEER to determine if the project has been completed in accordance with the contract documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to SPONSOR and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in paragraph 2.1.7.

2.1.10. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees and/or any other persons (except ENGINEER's own employees and/or agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in paragraphs 2.1.1. through 2.1.10, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him in the contract documents.

2.1.11. Upon acceptance of the project, the ENGINEER shall prepare the record drawings including an as-built airport layout plan and final construction report and shall provide the SPONSOR with one set of reproducible record drawings together with one copy of the drawings for the FAA.

Special Services are not included in this contract. Special Services will be contracted for prior to construction.

ENGINEER shall perform Basic and Special Services toward the complete design, bidding and construction of item No. One: Properly Grade Runway Safety Area. Payment shall be made per the following paragraphs to be added to Open General Services Agreement No. One solely for this work item:

5.1.1. For Basic Services.

5.1.1.1. Amount of payment for Item 1:

DBE Plan	- a lump sum fee of	\$ 4,000.
Bidding	- a lump sum fee of	\$ 6,500.

5.1.2. For Special Services. SPONSOR shall pay ENGINEER for basic services rendered under Section 1 as follows:

5.1.2.1. Amount of payment for Item 1:

Construction Management	- a not-to-exceed fee of	\$ 23,580.
Sub-Consultant Inspection	- a not-to-exceed fee of	\$ 31,500.
Testing	- a not-to-exceed fee of	\$ 17,500.
Survey	- a not-to-exceed fee of	\$ 2,000.
Fixed Fee	- a lump sum fee of	\$ 12,470.

Fees will be renegotiated if total construction working days awarded are substantially different than 75. This grand total amount of \$87,050.00 shall not be exceeded without prior approval of the SPONSOR.

5.1.2.2. Times of Payments.

ENGINEER shall submit monthly statements for salaries and other expenses and for reimbursable expenses incurred. SPONSOR shall make prompt monthly payments in response to ENGINEER's monthly statements. The fixed fee shall be due and payable when the final invoice is submitted. The record drawings and final construction report shall be submitted to the SPONSOR and FAA not more than 120 calendar days from the final acceptance of all construction on the project.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 27th day of August, 2013.

SPONSOR:

CITY OF NATCHITOCHE

By Lee Posey
Lee Posey, Mayor

Attest: Stacy McQuary

CONSULTANT:

AIRPORT DEVELOPMENT GROUP, INC.

By Michael B. Corkern, Jr., P.E.
Michael B. Corkern, Jr., P.E.

Attest: James Malone, P.E.
James Malone, P.E.

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

RESOLUTION NO. 063 OF 2013

A RESOLUTION APPROVING WORK ORDER ADDENDUM NO. THREE TO OPEN GENERAL SERVICES AGREEMENT NO. TWO, BETWEEN AIRPORT DEVELOPMENT GROUP, INC. AND THE CITY OF NATCHITOCHEs TO PREPARE AND PROVIDE CERTIFIED SPILL PREVENTION CONTROL AND COUNTERMEASURE PLAN (SPCC) FOR AIRPORT FUEL STORAGE AND FUELING OPERATION AT THE NATCHITOCHEs REGIONAL AIRPORT AND AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, LEE POSEY, TO EXECUTE SAID WORK ORDER ADDENDUM NO. THREE

WHEREAS, the City Council of the City of Natchitoches, Louisiana, (sometimes hereinafter “City”), authorized the Mayor of the City of Natchitoches, Louisiana to execute a General Services Agreement with Airport Development Group, Inc. (Sometimes hereinafter referred to as “ADG”), for professional services associated with the Natchitoches Regional Airport by Resolution Number 042 of 2013; and

WHEREAS FURTHER, the City Council of the City of Natchitoches, Louisiana, authorized the Mayor of the City of Natchitoches, Louisiana to execute a Work Order Addendum No. Three to the Open General Services Agreement No. Two with Airport Development Group, Inc., to Prepare and provide certified Spill Prevention Control and Countermeasures Plan (SPCC) for airport fuel storage and fueling operation for the Natchitoches Regional Airport;

WHEREAS FURTHER, the work described in the Work Order Addendum No. Three to the Open General Service Agreement No. Two will enhance the Natchitoches Regional Airport; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the Work Order Addendum No. Three, which is attached hereto, and has approved its form and does desire to enter into the Work Order Addendum No. Three with ADG; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that it is in the interest of the City to enter into the Work Order Addendum No. Three; and

WHEREAS FURTHER, the City Council of the City of Natchitoches, authorizes the Mayor of the City of Natchitoches, Lee Posey, to execute the attached Work Order Addendum No. Three; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Natchitoches, in legal session convened, that Mayor Lee Posey, be and is hereby authorized, directed and empowered to enter into and execute the attached Work Order Addendum No. Three with ADG, as more fully described on the attached Work Order Addendum No. Three.

BE IT FURTHER RESOLVED that the Mayor, or his assignee, be and he is hereby authorized to do all things necessary and proper in connection herewith.

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 26th day of August, 2013.



LEE POSEY, MAYOR

WORK ORDER ADDENDUM NO. THREE
TO
OPEN GENERAL SERVICES AGREEMENT NO. TWO
BETWEEN SPONSOR AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS A WORK ORDER ADDENDUM made by and between the **CITY OF NATCHITOCHEs**, (SPONSOR) 700 Second Street, Natchitoches, Louisiana, 71457, and **AIRPORT DEVELOPMENT GROUP, INC. (CONSULTANT)**, 3900 Lakeland Drive, Suite 501C, Jackson, Mississippi 39232.

WITNESSETH:

WHEREAS, **SPONSOR** and **ENGINEER** have heretofore entered into an open general services agreement between themselves for professional services, and

WHEREAS, parties hereto do now desire to add work by amending certain provisions of said agreement, dated the 28th day of May, 2013, between themselves, and to reduce said amendment to writing;

NOW, THEREFORE, in consideration of the original agreement between the parties, the premises hereto, the mutual covenants, promises, doings and things hereinafter set forth, the parties hereto do now agree to amend the agreement as follows:

This work order addendum establishes the scope and payment for the following Basic and Special Services:

1. Document preparation, engineering review and P.E. certification, of the following airport improvements:

Item 1: Prepare and provide certified Spill Prevention Control and Countermeasures Plan (SPCC) for airport fuel storage and fueling operation.

SECTION 1 – BASIC SERVICES

1.1 General

1.1.1. **ADG** shall perform professional services as hereinafter stated which include development of a Spill Prevention Control and Countermeasures Plan (SPCC), civil engineering services and customary services incidental thereto.

1.2 Development Phase

After authorization to proceed from **CITY OF NATCHITOCHEs (NATCHITOCHEs REGIONAL AIRPORT)** with the development phase for the above item, **ADG** shall:

1.2.1. *In consultation with CITY OF NATCHITOCHEs (NATCHITOCHEs REGIONAL AIRPORT)* and other interested parties, determine the extent of the project, and conduct an onsite review all available data concerning the existing fuel farm operation.

1.2.2. Prepare draft SPCC documents consisting of current fuel farm configuration, existing tank drawings, and spill contingency plan in accordance with 40 CFR Part 112 requirements.

1.2.3. Utilize existing topographic survey as necessary to determine existing layout, grades, elevations and directional flow in the event of an uncontrolled release.

1.2.4. Furnish to **CITY OF NATCHITOCHEs (NATCHITOCHEs REGIONAL AIRPORT)** five copies of the final SPCC plan certified by a State of Louisiana Licensed Professional Engineer (P.E.).

SECTION 5 - PAYMENTS

5.1 Methods of payment for services and expenses of **ADG**.

5.1.1. For Basic Services. **SPONSOR** shall pay **ADG** for basic services rendered under Section 1 as follows:

5.1.1.1. Amount of payment for SPCC Development: A lump sum fee of: .. \$4,000.00
Total Basic Services: \$4,000.00

5.1.1.2. Times of payment. Design fees will be invoiced monthly for work completed-to-date.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 27th day of August, 2013.

SPONSOR:

CITY OF NATCHITOCHEs

By Lee Posey
Lee Posey, Mayor

Attest: Stacy McClurg

CONSULTANT:

AIRPORT DEVELOPMENT GROUP, INC.

By Michael B. Corkern
Michael B. Corkern, P.E., Associate Principal

Attest: Gary Behrens
Gary Behrens

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

RESOLUTION NO. 064 OF 2013

A RESOLUTION APPROVING WORK ORDER ADDENDUM NO. FOUR TO OPEN GENERAL SERVICES AGREEMENT NO. TWO, BETWEEN AIRPORT DEVELOPMENT GROUP, INC. AND THE CITY OF NATCHITOCHEES FOR DESIGN AND ENGINEERING SERVICES FOR ELECTRICAL UPGRADES AT THE NATCHITOCHEES REGIONAL AIRPORT AND AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEES, LEE POSEY, TO EXECUTE SAID WORK ORDER ADDENDUM NO. FOUR (LA DOTD PROJECT NOS. H.009964, H.009966, H.010021, H.010802)

WHEREAS, the City Council of the City of Natchitoches, Louisiana, (sometimes hereinafter “City”), authorized the Mayor of the City of Natchitoches, Louisiana to execute a General Services Agreement with Airport Development Group, Inc. (Sometimes hereinafter referred to as “ADG”), for professional services associated with the Natchitoches Regional Airport by Resolution Number 042 of 2013; and

WHEREAS FURTHER, the City Council of the City of Natchitoches, Louisiana, authorized the Mayor of the City of Natchitoches, Louisiana to execute a Work Order Addendum No. Four to the Open General Services Agreement No. Two with Airport Development Group, Inc., for Design and Engineering Services for Electrical Upgrades at the Natchitoches Regional Airport;

WHEREAS FURTHER, the work described in the Work Order Addendum No. Four to the Open General Service Agreement No. Two will enhance the Natchitoches Regional Airport; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the Work Order Addendum No. Four, which is attached hereto, and has approved its form and does desire to enter into the Work Order Addendum No. Four with ADG; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that it is in the interest of the City to enter into the Work Order Addendum No. Four; and

WHEREAS FURTHER, the City Council of the City of Natchitoches, authorizes the Mayor of the City of Natchitoches, Lee Posey, to execute the attached Work Order Addendum No. Four; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Natchitoches, in legal session convened, that Mayor Lee Posey, be and is hereby authorized, directed and empowered to enter into and execute the attached Work Order Addendum No. Four with ADG, as more fully described on the attached Work Order Addendum No. Four.

BE IT FURTHER RESOLVED that the Mayor, or his assignee, be and he is hereby authorized to do all things necessary and proper in connection herewith.

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 26th day of August, 2013.



LEE POSEY, MAYOR

WORK ORDER ADDENDUM NO. FOUR
TO
OPEN GENERAL SERVICES AGREEMENT NO. TWO
BETWEEN SPONSOR AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS A WORK ORDER ADDENDUM made by and between the **CITY OF NATCHITOCHES (SPONSOR)**, PO Box 37, Natchitoches, Louisiana, 71458-0037, and **AIRPORT DEVELOPMENT GROUP, INC. (CONSULTANT or ENGINEER)**, 3900 Lakeland Drive, Suite 501 C, Jackson, MS 39232 and 1776 S. Jackson Street, Suite 950, Denver, CO 80210.

WITNESSETH:

WHEREAS, **SPONSOR** and **ENGINEER** have heretofore entered into an open general services agreement between themselves for professional services, and

WHEREAS, parties hereto do now desire to add work by amending certain provisions of said agreement dated the 28th day of May 2013, between themselves, and to reduce said amendment to writing;

NOW, THEREFORE, in consideration of the original agreement between the parties, the premises hereto, the mutual covenants, promises, doings and things hereinafter set forth, the parties hereto do now agree as follows:

This work order addendum establishes the scope and payment for the following Basic Services:

1. Engineering Design for construction project to Relocate Runway 25 Threshold (Marking and Lighting) and Installation of New Runway Lighting for Runway 7-25 to include PAPI's and one set of REIL's. This design will also include the replacement of Runway 35 ODAL Power and Controls including upgrade of equipment and paint towers.
2. Engineering Design for the replacement of Runway 17-35 existing lights with Led Equipment.
3. Design and Layout Taxiway Solar Power Light/Reflectors. (City to Install Equipment)
4. Bidding the above improvements in one bid upon the completion of the design.

Construction cost for the above described design is estimated to be \$775,000.

Add the following to Section 1 of the Open General Services Agreement No. Two solely for Basic Services for this work item:

1.1 General

1.1.1. ENGINEER shall perform professional services as hereinafter stated which include customary civil and electrical engineering services and customary services incidental thereto.

1.1.2. Not Used.

1.1.3. ENGINEER shall update the Airport Layout Plan to reflect changes accomplished by construction associated with this agreement.

1.2 Design Phase

After authorization to proceed from SPONSOR with the design phase for the above construction items, ENGINEER shall:

1.2.1. In consultation with SPONSOR, FAA, and other interested parties, determine the extent of the project, and review all available data.

1.2.2. Prepare preliminary design documents consisting of design criteria, preliminary drawings, and specifications.

1.2.3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable project costs (cost estimates).

1.2.4. Provide topographic and cross section survey as necessary to determine existing layout, grades and elevations.

1.2.6. Provide soils/pavement investigation to determine the thickness, nature and condition of existing soils and pavements as necessary in order to establish design criteria for new pavements, embankments and/or drainage structures.

1.2.7. On the basis of the preliminary design and the revised opinion of probable project cost, prepare for incorporation in the contract documents final drawings to show the character and extent of the project (hereinafter called "drawings"), specifications and contract documents in accordance with FAA standards, as applicable.

1.2.8. Furnish to SPONSOR such documents and design data as may be required so that SPONSOR can obtain approval of the FAA or any such governmental authorities as have jurisdiction over design criteria applicable to the project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities. If required, ENGINEER and/or SPONSOR shall certify such documents to the FAA prior to advertising for bids.

1.2.9. Advise SPONSOR of any adjustments to the latest opinion of probable project cost caused by changes in extent or design requirements of the project or construction costs and furnish a revised opinion of probable project cost based on the final drawings and specifications.

1.2.10. Prepare a design engineer's report, including pavement design, estimates of final quantities and construction costs and identification of deviations from FAA design standards as well as justification for such deviation. This report will be submitted at the time of submittal of final drawings and specifications to the SPONSOR, State and the FAA.

1.2.11. Prepare for review and approval by FAA, SPONSOR, his legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.12. Furnish up to five copies of the above documents for review by SPONSOR, State and FAA.

1.3 Bidding Phase (1 bid project to be awarded to one prime contractor)

After authorization from the FAA and SPONSOR, to proceed with each bidding phase, ENGINEER shall:

- 1.3.1. Assist SPONSOR in obtaining bids, bid opening, and processing of bid documents, for one prime contract for construction, materials, equipment and services.
- 1.3.2. Furnish complete sets of approved drawings, specifications and contract documents for the bidding of the project per Public Bid Law R.S. 38:2212 A.(1)(e.)
- 1.3.3. Consult with and advise SPONSOR as to the requirements of LA R.S. 38:2215; 2216 and 2212(J) along with LA R.S. 38:2212.5.
- 1.3.4. Consult with and advise SPONSOR and FAA as to the acceptability of substitute materials and equipment proposed by Contractors when substitution prior to the award of contracts is allowed by the bidding documents.
- 1.3.5. Assist SPONSOR in evaluating bids or proposals and in assembling and awarding contracts.
- 1.3.6. Prepare, or assist in the preparation of, the applications for federal and state funds

This work order addendum also establishes the scope and payment for the following Special Services:

Special Services will include construction contract assistance, construction phase administration, construction inspection, acceptance testing & survey, final project acceptance, and project close-out.

Add the following to Section 2 of the Open General Services Agreement No. One solely for Special Services for this work item

2.1 Construction

During the construction phase ENGINEER shall:

2.1.1. Provide resident engineering oversight and construction observation with sufficient qualified inspectors full-time or part-time during construction operations to assure that construction is accomplished in accordance with the drawings and specifications. Major work items will require full-time on-site inspection; other work items will require part-time observation. ENGINEER shall issue such instructions to the Contractor's construction superintendents as are necessary to protect the SPONSOR's interest to the same extent as would the SPONSOR himself if he were present and equipped with the requisite knowledge, skill competence, expertise, and engineering judgment.

2.1.2. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractors or the safety precautions and programs incident to the work of Contractors. ENGINEER's efforts will be directed toward providing a greater degree of confidence for SPONSOR that the completed work of Contractors is in accordance with the contract documents. ENGINEER shall endeavor to guard SPONSOR against defects and deficiencies in such work. ENGINEER may disapprove or reject work failing to conform to the contract documents.

2.1.3. Review and approve (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the contract documents (but such review and approval or other action shall

not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractors; and receive and review (for general content) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractors in accordance with the contract documents. The ENGINEER shall review Contractors' weekly payrolls and prepare and maintain necessary records of construction progress.

2.1.4. The ENGINEER shall subcontract a qualified firm to take acceptance tests and require the Contractor to perform quality control as necessary to meet the requirements of the Federal Aviation Administration, in the field and the laboratory, as required, in proper time and in sufficient number to assure construction in accordance with the plans and specifications. Copies of all test reports will be available to the SPONSOR, State and the FAA.

2.1.5. Issue all instructions of SPONSOR to Contractors; issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders or supplemental agreements as required. After acceptance of any modifications, copies of the change order or supplemental agreement will be submitted to the SPONSOR, State and the FAA for approval and signature before proceeding with the work. ENGINEER shall have authority, as SPONSOR's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work there-under and shall make recommendations on all claims of SPONSOR and Contractors relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or recommendations rendered by him in good faith and in conformance with good engineering practices. SPONSOR shall make decisions based on information and recommendations of the ENGINEER.

2.1.6. The ENGINEER will furnish the State and the FAA a weekly construction progress and inspection report.

2.1.7. Based on ENGINEER's on-site observations as an experienced and qualified professional, the ENGINEER shall prepare and review periodic pay estimates for payment and the accompanying data and schedules, determine the amounts owing to Contractors and recommend in writing, payments to Contractors in such amounts: such recommendations of payment will constitute a representation to SPONSOR, based on such observation and review, that the work has progressed to the point indicated, that, to the best of ENGINEER's knowledge, information and belief; such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractors; but by recommending any payment ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the acceptability or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or to what purposes any Contractor has used the monies paid on account of the contract price, or that title to any of the work, materials or equipment has passed to SPONSOR free and clear of any lien, claims, security interests or encumbrances, or that Contractors have completed their work in accordance with the contract documents. Periodic pay estimates shall be submitted regularly to FAA or state for their respective participation payments. The ENGINEER will assist in preparation of FAA and/or state payment requests.

2.1.8. Monitor compliance with the applicable federal regulations governing grant procurement, including those dealing with pollution, fair labor standards, equal employment opportunity and minority business hiring.

2.1.9. When the project has been completed and is ready for final acceptance, the ENGINEER shall arrange for a final inspection of the finished work by the State, FAA, SPONSOR, Contractors and the ENGINEER to determine if the project has been completed in accordance with the contract documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to SPONSOR and the Contractors that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in paragraph 2.1.7.

2.1.10. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractors' or subcontractors' agents or employees and/or any other persons (except ENGINEER's own employees and/or agents) at the site or otherwise performing any of the Contractor's work; however, nothing contained in paragraphs 2.1.1 through 2.1.10, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him in the contract documents.

2.1.11. Upon acceptance of the project, the ENGINEER shall prepare an ALP revision, record construction drawings and final report showing the constructed items, and shall provide the SPONSOR with one set of reproducible record drawings together with one copy of the drawings and report for the State and the FAA.

ENGINEER shall perform Basic and Special Services toward the construction of item A with payment per the following paragraphs to be added to Open General Services Agreement No. One solely for this work item:

5.1.1. For Basic Services, SPONSOR shall pay ENGINEER for basic services rendered under Section 1 as follows:

5.1.1.1.a Amount of payment for Item A:

Item No. 1	- a lump sum fee of \$ 50,000.
Item No. 2	- a lump sum fee of \$ 10,000.
Item No. 3	- a lump sum fee of \$ 6,500.
Bidding	- a lump sum fee of \$ 6,500.
Total Special Services	\$ 73,000.

5.1.2. For Special Services, SPONSOR shall pay ENGINEER for special services rendered under Section 2 as follows: For engineering/consulting services furnished under paragraph 2.1 and for resident services during the construction phase furnished under paragraphs 2.2 and 2.3, SPONSOR shall pay ENGINEER on the basis of payroll costs times a factor of 2.89 for services rendered by principals and employees assigned to this project. SPONSOR shall pay ENGINEER the actual costs of all reimbursable expenses and subcontract costs incurred. In addition to the above costs, SPONSOR shall pay ENGINEER a fixed fee of \$7,050.00 for item A.

5.1.2.1. Estimated special service costs are based upon the length of construction indicated and/or the amount of services provided. Fees will be renegotiated if construction time is substantially different or requested services substantially exceed those estimated. It is assumed that construction will be awarded with 45 working days requiring full-time inspection services.

Salaries and Other Expenses	\$ 20,000.
Subcontract Inspection	27,000
Fixed Fee	<u>7,050.</u>
Total Special Services	\$ 54,050.

The above costs are estimates only. They have been used to determine the grand total special service costs. This grand total amount of \$54,050 shall not be exceeded without prior approval of the SPONSOR.

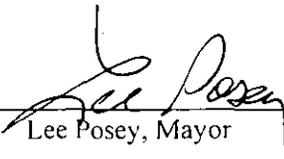
5.1.2.2. Times of Payments.

ENGINEER shall submit monthly statements for salaries and other expenses and for reimbursable expenses incurred. SPONSOR shall make prompt monthly payments in response to ENGINEER's monthly statements. The fixed fee shall be due and payable when the final invoice is submitted. The record drawings and final construction report shall be submitted to the SPONSOR and FAA not more than 120 calendar days from the final acceptance of all construction on the project.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 27th day of August 2013.

SPONSOR:

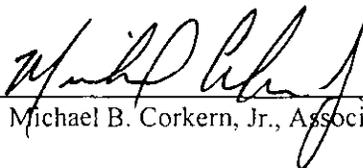
CITY OF NATCHITOCHEs

By 
Lee Posey, Mayor

Attest: 

CONSULTANT:

AIRPORT DEVELOPMENT GROUP, INC.

By 
Michael B. Corkern, Jr., Associate Principal

Attest: 
James Malone

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

RESOLUTION NO. 065 OF 2013

A RESOLUTION APPROVING A TEMPORARY SITE LICENSE WITH NEW CINGULAR WIRELESS PCS AND AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEES, LEE POSEY, TO EXECUTE SAME ON BEHALF OF THE CITY OF NATCHITOCHEES, LOUISIANA

WHEREAS, the City of Natchitoches has negotiated a Temporary Site License (sometimes hereinafter "Agreement") with New Cingular Wireless PCS, LLC (sometimes hereinafter "Cingular"), which will allow Cingular to temporarily locate communications transmitting and receiving equipment on property of the City of Natchitoches, Louisiana; and

WHEREAS FURTHER, the Agreement would provide for improved communications for citizens of and visitors to the City of Natchitoches during a period of increased tourism; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that the Agreement will be beneficial to the citizens of the City of Natchitoches as well as visitors to the City as the increase in effective cellular communication will result in an increase safety of citizens and visitors as well as convenience to citizens and visitors; and

WHEREAS FURTHER, the City Council of the City of Natchitoches, Louisiana has reviewed and approved the attached Temporary Site License, has approved same and desires to authorize the Mayor, Lee Posey, to execute same; and

NOW THEREFORE be it resolved by the City Council of the City of Natchitoches, that the attached Temporary Site License is approved and that the Mayor of the City of Natchitoches, Lee Posey, is hereby authorized to execute the attached Temporary Site License.

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 26th day of August, 2013.



LEE POSEY, MAYOR

Site Name: Natchitoches Festival of Lights COLT
Site No: 3229

TEMPORARY SITE LICENSE

LICENSOR: City of Natchitoches
700 Second Street
Natchitoches, Louisiana 71457

LICENSEE: New Cingular Wireless PCS, LLC and its affiliates

TERM: September 15, 2013 through January 15, 2014

LICENSE FEE: A one-time payment of Five Thousand dollars (\$5,000.00)

COMMENCEMENT DATE: September 15, 2013

LICENSED SITE: Ground space in the Utilities Department parking lot as detailed in the attached Site Sketch and bearing municipal address of:
806 Second St., A
Natchitoches, LA 71457

1. License of Site. During the Term hereof, Licensor hereby licenses a certain portion of Licensor's property (the "**Property**") at the Licensed Site and grants to Licensee the right to install, operate and maintain at Licensee's expense and risk, temporary communications transmitting and receiving equipment, including (without limitation) antennas, poles, masts, transmission line(s), vehicles and accessories (collectively, the "**Equipment**") at the Licensed Site. Licensee shall at all times have the unrestricted right to enter or leave the Licensed Site with full and complete access to its Equipment on a 24-hour, seven (7) day per week basis. At its discretion, Licensee may take at its expense measures and precautions necessary to protect the Equipment.

2. License Fee. Within forty-five (45) days after the date of this License, Licensee shall pay Licensor the one-time License Fee of Five Thousand dollars (\$5,000.00).

3. No Extensions. The Term of this License shall not be extended, except by an amendment in writing signed by both parties. If Licensee remains in possession of the Licensed Site after the expiration of this License, then Licensee will be deemed to be occupying the Licensed Premises on a day-to-day basis at an equivalent daily prorated rate.

4. Removal of Equipment and Site Condition. Except as set forth herein, Licensee takes the Licensed Site as it finds it and Licensor shall have no responsibility for its condition or any damage suffered by Licensee or any other person due to such condition. Unless otherwise mutually agreed by the parties, Licensee shall remove all of the Equipment prior to the end of the Term, and any extensions thereof, and shall leave the Licensed Site in substantially the same condition that existed as of the date of this License, ordinary wear and tear and occurrences for which Licensee is not responsible hereunder, excepted.

5. Indemnification; No Consequential or Indirect Damages. Licensee shall indemnify and hold Licensor harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use or occupancy of the Property by Licensee or its employees or agents, provided, however, Licensee shall have no obligation to indemnify or hold harmless against any such liabilities and losses as may be due to or caused by the acts or omissions of Licensor or its employees or agents. Licensor shall indemnify and hold Licensee harmless against any liability or loss from personal injury or property damage resulting from or arising out of (1) the use or occupancy of the Property by Licensor or its employees or agents or (2) contamination of the Property subsurface or structures with hazardous substances; provided, however, Licensor shall have no obligation to indemnify or hold harmless against any such liabilities and losses as may be due to or caused by the acts or omissions of Licensee or its employees or agents. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Licensor and Licensee each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

6. Insurance.

(a) During the term of this License, Licensee shall maintain the following types of insurance with limits not less than those set forth below, shall name Licensor, The City of Natchitoches, as additional insureds on all such policies and shall provide Licensor with certification of insurance prior to the commencement of the Term of this License:

(i) Workers' compensation insurance as required by law; and

(ii) Commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Licensee's CGL insurance shall contain a provision including Licensor, The City of Natchitoches, as an additional insured. Such additional insured coverage: (i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Licensee, its employees, agents or independent contractors; (ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and (iii) shall not exceed Licensee's indemnification obligation under this Agreement, if any.

Notwithstanding the foregoing, Licensee shall have the right to self-insure the coverages required in subsection (a).

7. Operation of Equipment. Licensee will install, operate and maintain its Equipment in accordance with applicable laws and regulations so as not to cause interference (as that term is defined in the rules and regulations of the Federal Communications Commission), with any radio or television transmitting or receiving equipment whether or not such equipment is located on the Licensed Site. In the event that Licensee's Equipment causes interference with other radio or television transmissions, Licensee will promptly take all reasonable steps necessary to correct and eliminate the same. If Licensee is unable to eliminate the interference within a reasonable period of time, Licensee agrees to remove the Equipment from the Licensed Site and this License shall be terminated. Licensee shall construct a temporary fence enclosure around its equipment for the duration of the License Agreement.

8. Assignment. Licensee shall have the right to assign this License to any present or future affiliate of Licensee, without securing the consent of Licensor and may grant to any such assignee the same rights and privileges Licensee enjoys under this License.

Site Name: Natchitoches Festival of Lights COLT
Site No: 3229

9. Electrical Service/Telephone Service. Licensee, at its sole expense, shall furnish telephone service and electricity to Licensee's Equipment. Licensee shall have a temporary electric meter installed at the Licensed Site for purpose of establishing billing directly to Licensee.

10. Damage to Licensed Site. If the Licensed Site or any portion thereof is damaged for any reason so as to render the Licensed Site unusable for Licensee's intended purpose, the License Fee shall abate for such period as the Licensed Site is unusable. In addition, Licensee may, at its option, elect to terminate this Agreement.

11. Notices. Any notice or demand required or permitted to be given or made hereunder shall be deemed given when received. Notices may be sent by messenger delivery, overnight delivery, or by certified mail in a sealed envelope, postage prepaid,

addressed in the case of Licensor to:

City of Natchitoches
700 Second Street
Natchitoches, Louisiana 71457

and addressed in the case of Licensee, to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: 3229; Cell Site Name: LA Natchitoches Festival of
Lights COLT
Fixed Asset No: 10063018
575 Morosgo Dr.
13-F West Tower
Atlanta, GA 30324

With a copy to Licensee's Regional Counsel:

New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site #: 3229; Cell Site Name: LA Natchitoches Festival of
Lights COLT
Fixed Asset No: 10063018
208 S. Akard Street
Dallas, Texas, 75202-4206

11. Waiver. Failure or delay on the part of Licensor or Licensee to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

12. Prior Negotiations. This License constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and shall supersede all prior offers, negotiations and agreements.

Site Name: Natchitoches Festival of Lights COLT
Site No: 3229

13. Amendment. No revision of this contract shall be valid unless made in writing and signed by duly authorized officers or representatives of Licensee and Licensor.

14. Licensor's Representations. Licensor represents and warrants that it owns or otherwise controls the Licensed Site during the Term of this License and that Licensor has full authority to execute and deliver this License.

15. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State in which the Licensed Site is located.

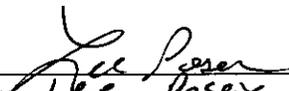
SIGNATURES APPEAR ON THE NEXT PAGE

Site Name: Natchitoches Festival of Lights COLT
Site No: 3229

IN WITNESS WHEREOF, the parties have executed this License as of the 28th day of August,
2013.

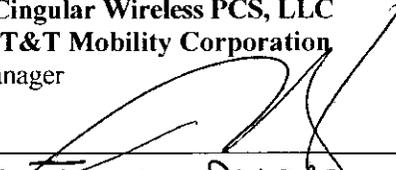
LICENSOR:

City of Natchitoches

By: 
Name: Lee Possey
Title: Mayor

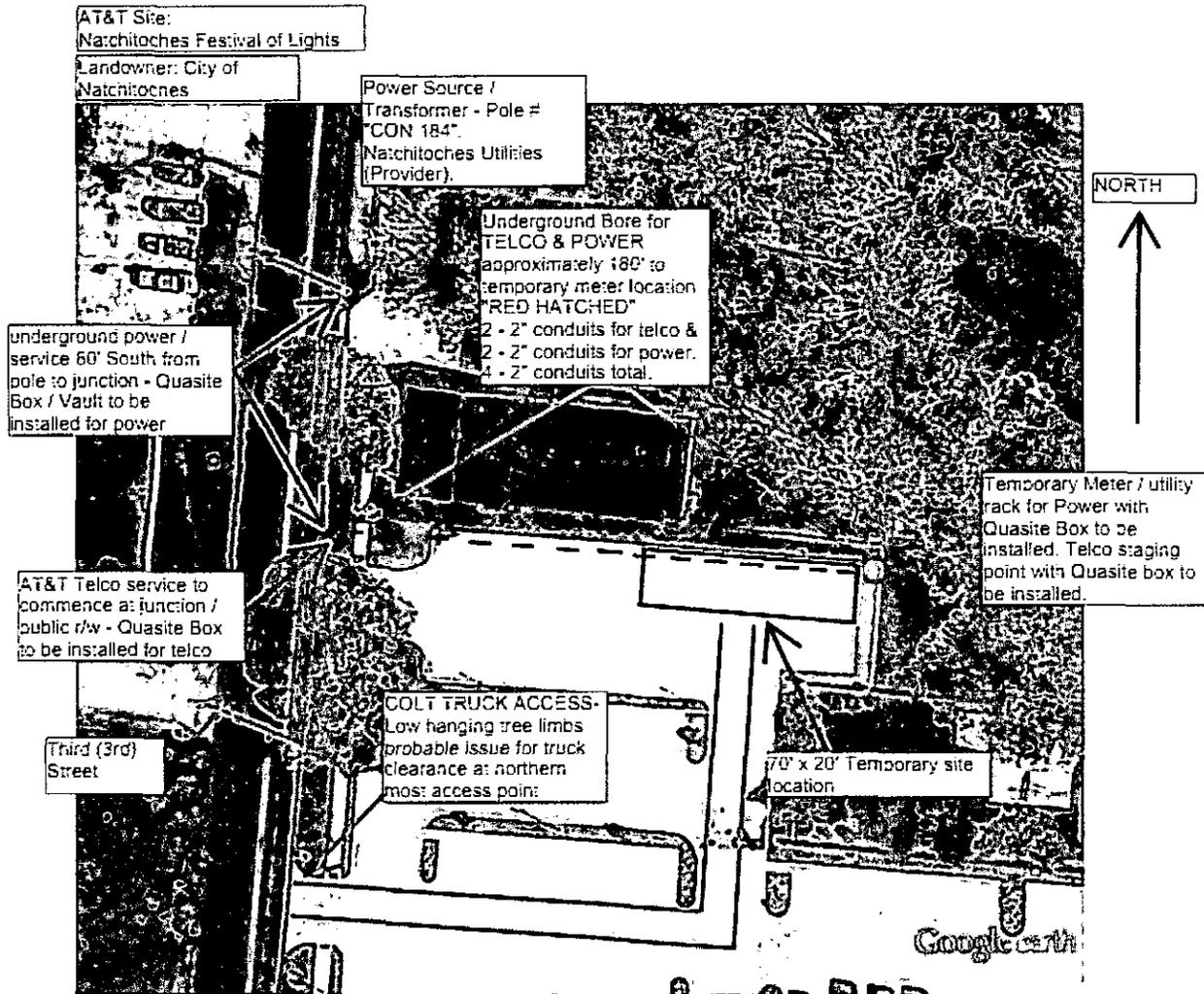
LICENSEE:

New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its Manager

By: 
Name: Steve Polatzo
Title: AREA MGR, CONST. ENH.

Site Name: Natchitoches Festival of Lights COLT
Site No: 3229

SITE SKETCH



PLAN NOT TO SCALE

Pat Jones next presented the Budget Report. He stated that this report is through June and is very preliminary data. The first part of the year, the first month, we are at 5% on the General Fund Budget or revenues collected and 5.54% of expenditures. This is about normal. On the Utility Fund we are at 7.685% on revenues and 3.1% on expenditures. If you go back to the General Fund, you will notice that there is a pretty wide variety of percentages by department. As we point out every year, there are certain departments starts off, like Recreation, with summer programs, are highly utilized. A lot of our workers and the Dixie Youth program that are going on and the costs of keeping the fields going, that's why some of those departments have a higher percent for the first month or two. Then things will taper off. If you look at the Sales Tax Collections Report, under revenue by months show that the month of June we were down 1.15% and the month of July we were up .14%. The next page is Revenue Year to Date which shows we are at a -.5% which shows we have a flat sales tax for the June and July period. To me that's pretty good compared to where we started the fiscal year last year when we took a big dip. I'm hoping e can stay level with our sales tax. The next page is a report of our TIF money which is the funds coming in the taxing district with the hotels and we took a big dip in June of -43.04% and July was 19.31% above July of last year. Hopefully, that trend continues. The last report is the Vehicle Sales Report. For the month of July we were 25.34% above last July. We have asked the Tax Commission to explain and we really have no explanation. If you look at several months up we were up 21.53% and 27.03%. We have started the new fiscal year and the auditors have started their analysis.

Mayor Posey announced that The City of Natchitoches offices will be closed on Friday, August, 30th for Employee Appreciation Day and Monday, September 2, 2013 in honor of Labor Day.

The next scheduled City Council meeting will be September 9, 2013.

David Stamey stated that there is something he would like to bring up. He stated that through citizens that have called and through newspaper articles, on the radio and on the Board of Ethics State website, I think I'd like to read something and I'd like to give Ms. Morrow a chance to address it because I think it needs to be brought out and she needs a chance to give her side. Section 7.02 of the City Charter says 'no privilege, rebate, reduced rate or any other thing of value may be directly or indirectly solicited or received by an officer, official, or employee of the City of Natchitoches from any person, firm or corporation doing business with the City. Any City officer or employee who willfully violates the requirements of this section shall forfeit the office or position'. Mr. Stamey stated that Ms. Morrow has signed off on charges that I saw online and it's a violation of the City Charter and I think it would be fair to Ms. Morrow to be able to tell what's going on and what her intentions are.

Ms. Morrow stated that I do have an attorney to represent me and I'd like to waive my right for speaking tonight and I'll let the attorney address you if you'd be kind enough to wait until we have that done.

Mayor Posey asked Ms. Morrow when that would happen.

Ms. Morrow stated I will try to get her to make a statement on my behalf. I'll call her tomorrow. She will probably come and make a statement on my behalf but it's a legal matter and I'll let her address that.

Mayor Posey stated that as the Mayor he has had several people ask him if the Charter has been violated by the persons you represents. I've had people plainly explain themselves in the charter, with the allegations that you have admitted to, you are supposed to not be able to serve the people of this community so I think they are looking.

Ms. Morrow explained that I will be glad to have the attorney handle that too.

Mayor Posey stated I just want to make sure we are clear on everything.

CITY OF NATCHITOCHES
GENERAL FUND BUDGET REPORT
AS OF JUNE 30, 2013

	CURRENT MONTH				YEAR TO DATE			
	TOTAL BUDGET 13/14FY	MONTHLY BUDGET *1	ACTUAL	(OVER) UNDER BUDGET	YTD ACTUAL	ENCUMBRANCES	UNREALIZED AVAILABLE BALANCE	PERCENT RECEIVED/EXPENSED
REVENUE	14,310,659	1,192,555	721,054	(471,501.15)	721,054		13,589,605	5.04%
EXPENDITURES								
DEPARTMENT:								
CITY HALL / FINANCE	507,018	42,252	28,878	13,373.22	28,878	1,259	476,881	5.94%
COMMUNITY DEVELOPMENT	670,357	55,863	40,665	15,198.11	40,665	12,230	617,462	7.89%
PLANNING & ZONING	244,512	20,376	11,525	8,850.60	11,525		232,987	4.71%
FIRE DEPARTMENT	3,306,501	275,542	168,641	106,900.51	168,641	30	3,137,830	5.10%
POLICE DEPARTMENT	4,650,400	387,533	235,886	151,647.00	235,886	1,220	4,413,293	5.10%
ANIMAL SHELTER	172,430	14,369	7,856	6,513.04	7,856	253	164,321	4.70%
PURCHASING	259,219	21,602	16,925	4,676.48	16,925	999	241,295	6.91%
CITY GARAGE	253,954	21,163	10,784	10,378.98	10,784	30	243,140	4.26%
RECREATION *2	842,474	70,206	73,462	(3,255.90)	73,462	2,551	766,461	9.02%
PUBLIC WORKS	1,229,351	102,446	64,758	37,688.02	64,758	381	1,164,212	5.30%
INDIRECT EXPENSE	1,992,388	166,032	107,878	58,154.02	107,878		1,884,510	5.41%
PROGRAMMING & PROMOTIONS	182,055	15,171	5,871	9,300.56	5,871	108	176,076	3.28%
TOTAL GENERAL FUND	14,310,659	1,192,555	773,130	419,424.65	773,130	19,060	13,518,469	5.54%

FOOTNOTES:

*1 - 1/12th OF TOTAL BUDGET

*2 - SEASONAL ACTIVITY

% BUDGET YEAR ELAPSED

% BUDGET EXPENDED

8%

6%

**CITY OF NATCHITOCHEES
UTILITY (PROPRIETARY) FUND BUDGET REPORT
AS OF JUNE 30, 2013**

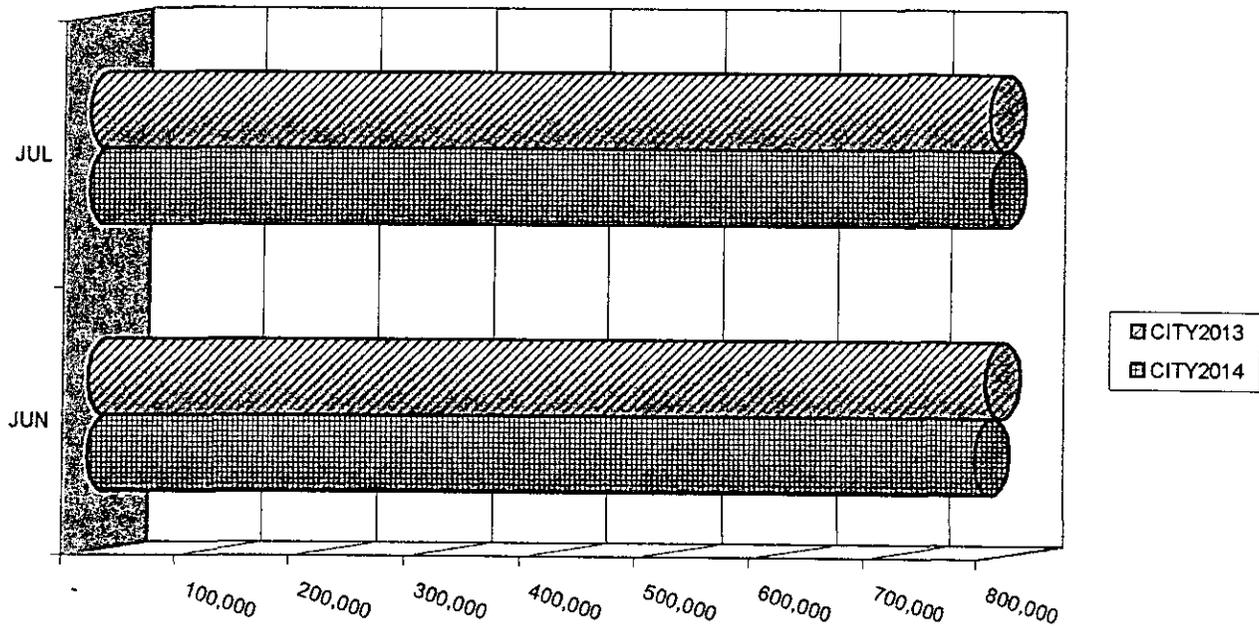
	CURRENT MONTH				YEAR TO DATE			
	TOTAL BUDGET 13/14 FY	MONTHLY BUDGET *1	ACTUAL	(OVER) UNDER BUDGET	YTD ACTUAL	ENCUM- BRANCES	UNREALIZED/ AVAILABLE BALANCE	PERCENT RECEIVED/ EXPENSED
REVENUE	39,809,216	3,317,435	3,052,886	(264,548.45)	3,052,886		36,756,330	7.67%
EXPENDITURES								
DEPARTMENT:								
UTILITY ADMINISTRATION	410,830	34,236	15,264	18,971.90	15,264	30	395,536	3.72%
WATER	2,551,172	212,598	93,671	118,927.15	93,671	29,112	2,428,390	4.81%
SEWER	1,535,796	127,983	78,399	49,584.00	78,399	3,219	1,454,178	5.31%
ELECTRIC	25,750,788	2,145,899	119,777	2,026,122.23	119,777	6,347	25,624,664	0.49%
UTILITY BILLING	573,466	47,789	25,105	22,684.30	25,105	1,397	546,965	4.62%
INFORMATION TECH	329,625	27,469	8,748	18,720.63	8,748	3,032	317,845	3.57%
INDIRECT	8,657,539	721,462	852,520	(131,058.15)	852,520	0	7,805,019	9.85%
TOTAL UTILITY FUND	39,809,216	3,317,435	1,193,483	2,123,952.07	1,193,483	43,137	38,572,596	3.11%

FOOTNOTES:

*1 - 1/12th OF TOTAL BUDGET

% BUDGET YEAR ELAPSED 8%
% BUDGET EXPENDED 3%

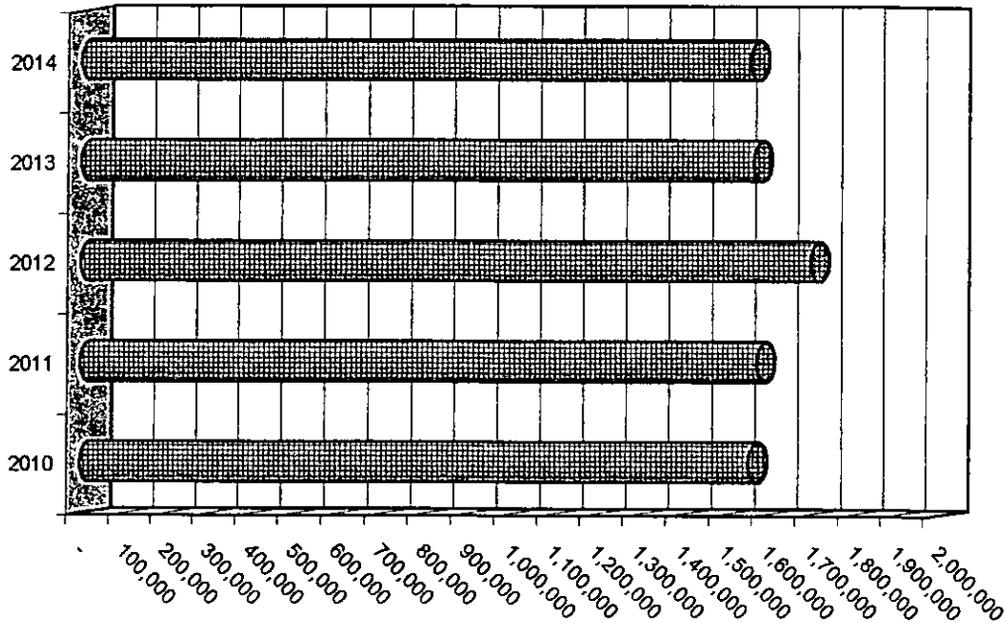
CITY OF NATCHITOCHEES FISCAL YEAR SALES TAX COLLECTIONS



REVENUE BY MONTHS

2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	DIFF 13/14	DIFF %
754,700	745,293	778,326	784,706	775,673	(9,033)	-1.15%
805,871	833,927	925,940	787,124	788,242	1,118	0.14%

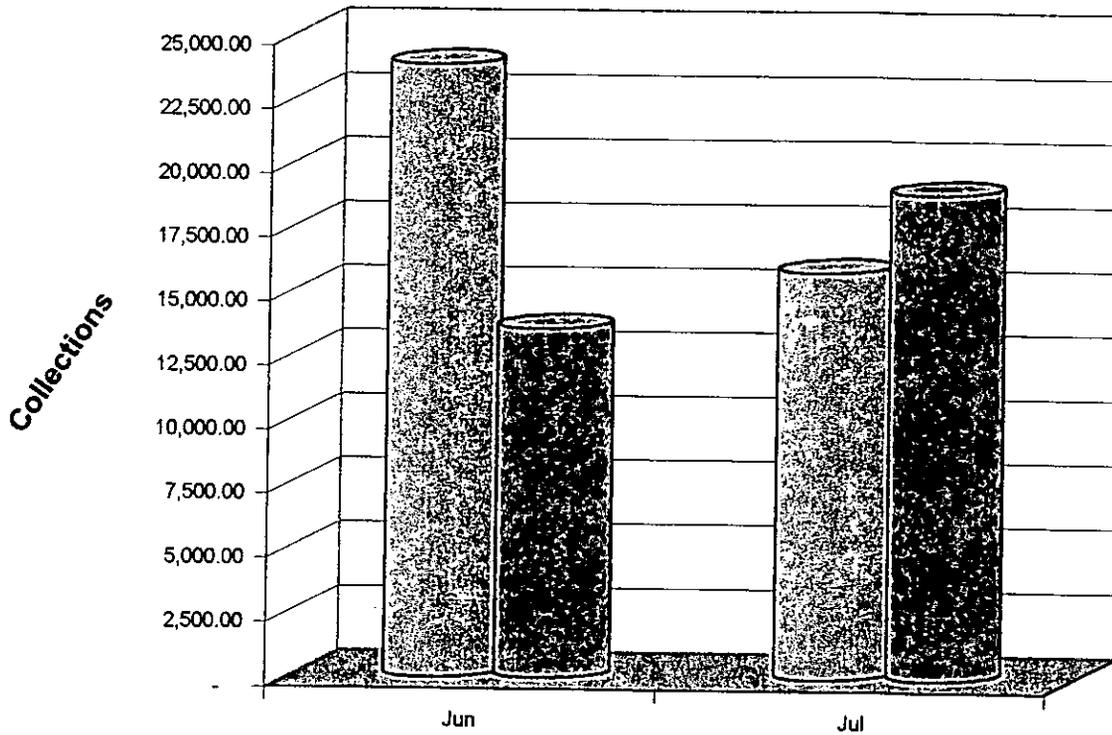
CITY OF NATCHITOCHEES FISCAL YEAR SALES TAX COLLECTIONS



REVENUE YEAR TO DATE

PERIOD	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	DIFF 13/14	DIFF %
JUN	754,700	745,293	778,326	784,706	775,673	(9,033)	-1.15%
JUL	1,560,571	1,579,220	1,704,266	1,571,830	1,563,915	(7,915)	-0.50%

City of Natchitoches TIF 2%



Period	2013	2014	DIFF 13/14	% DIFF
Jun	23,874.50	\$ 13,597.75	\$ (10,276.75)	-43.04%
Jul	15,844.98	\$ 18,905.43	\$ 3,060.45	19.31%

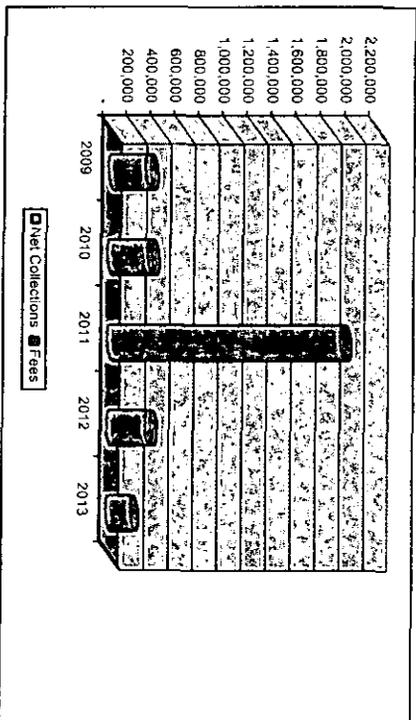
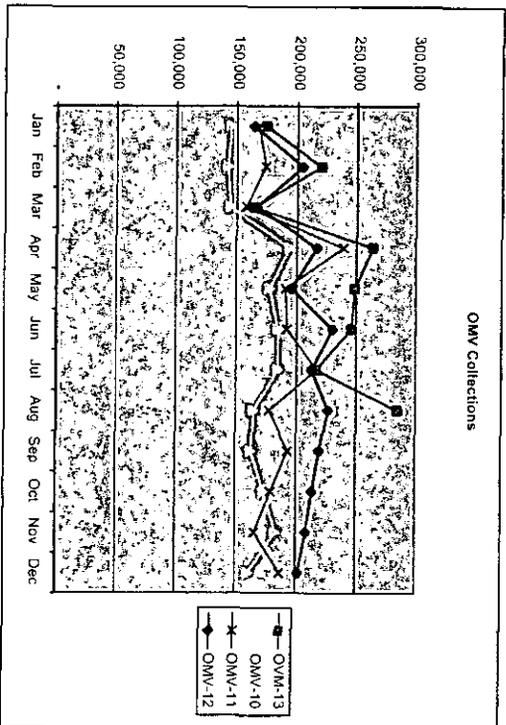
Natchitoches Tax Commission
LA Department of Motor Vehicles Sales

2011	2012	2013	13 vs 12
166,051.63	164,467.36	174,514.52	6.11%
173,570.53	205,177.33	220,905.99	7.67%
157,817.67	166,324.69	164,353.86	-1.18%
239,582.86	217,732.82	264,608.75	21.53%
190,980.40	196,365.55	249,447.49	27.03%
192,184.32	230,945.64	246,712.96	6.83%
217,528.02	213,497.75	217,028.15	1.65%
177,404.48	227,231.78	284,804.63	25.34%
193,381.54	220,368.79	-	-100.00%
179,172.54	214,695.08	-	-100.00%
165,928.76	209,191.64	-	-100.00%
186,507.49	202,412.94	-	-100.00%

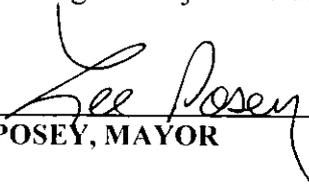
\$2,242,110.24 vs \$2,469,411.37 vs \$1,822,316.35

Natchitoches Tax Commission
Audit Collections

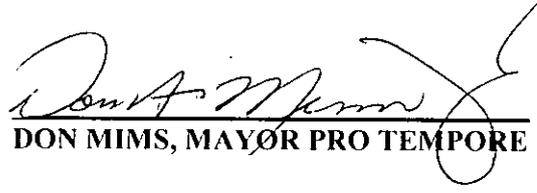
2010	2011	2012	2013	12 vs 13
368,908.65	1,947,902.68	358,996.90	208,357.23	-42%
32,697.42	25,945.88	38,911.02	476.46	-99%
336,211.23	1,921,956.80	320,085.88	207,880.77	-35%



With no further discussion, the Mayor made a motion for adjournment and all were in favor.
The meeting was adjourned at 6:15 p.m.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE