

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

**NATCHITOCHEs CITY COUNCIL MEETING  
SEPTEMBER 24, 2012  
5:30 P.M.**

**AGENDA**

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF SEPTEMBER 10, 2012**
5. **GUESTS:**
  - Stanley Salter and Steve Marshal - Advisement of Airport Layout Plan
  - Eliza Behrendsen, CPO  
Boys & Girls Club of El Camino Real
6. **PROCLAMATIONS:**
  - #083 MIMS** Resolution Proclaiming St. Jude Awareness Week for Northwestern State University and the City of Natchitoches (Accepting Michael Stephenson and Yonna Pasch)
  - #086 MORROW** Resolution Declaring October 7 Through October 13, 2012 As Fire Prevention Week (Accepting Michael Sevold)
7. **RESOLUTIONS:**
  - #084 STAMEY** Resolution Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute A Corrective Memorandum And Amendment To Lease Agreement From The City Of Natchitoches To F & D Tower Rentals, Inc. (An Assignee Of The Original Lessee, Louisiana Unwired, LLC) To Correct The Legal Description Of Lessee's Service Easement For The Flag Pole Cell Tower, Adjacent To Mill Street, Natchitoches, Louisiana, And To Execute An Estoppel Letter Confirming The Terms Of The Existing Lease
  - #087 PAYNE** Resolution Authorizing The Mayor to Advertise For Bids For Emergency Generators And Service Entrance Rated Transfer Switches For The Water Treatment Plant (**Bid No. 0534**)
  - #088 NIELSEN** Resolution Authorizing The Mayor to Execute An Agreement with the Louisiana Department of Transportation and Development(LA DOTD) for Improvements At The Natchitoches Regional Airport for Acquisition of Airfield Equipment (**State Project No. H.010444**)

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

9. **OTHER BUSINESS:** 1. Exxon Mobil – repair work  
2. Aerial spraying for mosquito control

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, SEPTEMBER 24, 2012 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, September 24, 2012, at 5:30 p.m.

There were present:

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

Guests: Stanley Salter, Steve Marshal, Elisa Behrendsen, Courtney Johnson, Nick Jackson, Annette Roque, Michael Stevens, Mathew Spence, Yana Posh, Michael Sesvold and Judson Wisner

Absent: None

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

Mayor Posey next brought the reading and approval of the minutes of the September 10, 2012 meeting. Dale Nielson moved that we dispense with the reading of the minutes and approval of same. Seconded by Larry Payne. The roll call vote was as follows:

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

Mayor Posey announced that Tommy Garcie and Mr. Lavesseur both passed away since the last meeting. Also Dr. Archie and Faye Breazeale's daughter, Kathy, passed away. Mayor Posey asked that the Council keep these families in their prayers.

Mayor Posey introduced Stanley Salter. Mr. Salter stated that in December of 2011 the Mayor and Council retained the firm of Airport Development Group to review the Natchitoches Regional Airport Master Plan. This is something that is done on a periodic basis. In this case, this is a twenty year plan that is expiring in 2013. ADG provides engineering, planning and environmental services in Colorado, Mississippi, Texas, Utah and Kansas. They have an office planned for Baton Rouge. The full service offering of this firm has been very important to the Commission over the past nine months in planning for the next twenty years. One of its employees has 15 years experience with aviation experience and has led our planning process. He has completed 36 planning projects in 14 states, several of which are similar to Natchitoches' airport. He has complete 12 airport environmental studies and 18 land acquisitions for airport. Mr. Salter then introduced Mr. Steve Marshal.

Mr. Steve Marshal began by stating he is with Airport Development Group. Mr. Marshal stated that when these young people from the Boys and Girls Club walked into the room, he wondered if anyone in the room has ever thought of being a pilot. Mr. Marshal went on to state that aviation is a very fun place to be and after working with the airport manager we are going to look into a field trip for the Boys and Girls Club.

Mr. Marshal next thanked the Mayor and stated that he used to work at the airport in Denver and the one in Texas and some others. Mr. Marshal said the most rewarding part of his job was getting young people like them out on the yellow lines at the airport and letting them waive at airplanes as they were leaving. As we all know, they are our future and he tries to participate in their future when ever he sees an opportunity. Mr. Marshal thanks the Mayor and Council for the opportunity to come tonight and discuss the process they have been in.

Every so often the FAA and the State equivalent in Baton Rouge like to have a community like ours complete an airport master plan. The airport master plan is really a series of efforts for the Chairman and Commission to review. Those steps are first, an inventory of the airport, a forecasting effort to substantiate the types of economic and aviation activity that we are likely to see in five, ten and twenty years. Next, a facility requirements. We know what we have, we know what we think we will have by forecast and activity and we need to somehow plan to make sure we accommodate that. The next step, and potentially the most important, is an alternative of analysis that shows where we might put future development at the airport. Then we will need to take a look at the costs and make a determination from a series of alternatives down to a preferred or recommended course of action. We have come to this point in our planning process and in talking with the Commission Chairman, he though it would be a good idea to brief the Council and Mayor at this time. Mr. Marshal stated that the purpose of his visit is not to get into project details, but to provide a summary overview. This document, which is deliverable today, has not been reviewed by the FAA, nor the State aviation folks in Baton Rouge.

Mr. Marshal stated that he would like to get their comment on the process before submitting to the City as his client. Through this process we have a document that is obligating no dollars on anyone's behalf. It is simply a preferred course of action. Mr. Marshal stated that the most important question is where the money is coming from for the development and for maintenance at the airport. The money to maintain the airport and provide for future facility improvements comes almost completely from user fees from those that use the entire system across the nation.

Mr. Marshal explained that there is a ticket tax that is paid per flight segment. This is placed with the federal government and then redistributed through the system in the form of grants. A similar process is set up at the State level. Mr. Marshal stated that the City has a fantastic airport that serve the community well currently and with some recommended improvements will likely serves the community very well in the future.

The decision as to when and how those improvements are made is strictly up to this body. Mr. Marshal stated that there is one particular improvement he would like to talk about and that is a runway extension. In order to get there requires a bit of background. Mr. Marshall continued by stating that airports are designed around airplanes, the bigger the airplane the bigger the airport. We have a mid-size airport here in Natchitoches. There is a decision to be made as to what kinds of airplanes we are going to accommodate. This boils down to economic development for this community. The big airplanes bring with it and leaves behind a lot of money to invest in this community. It also leaves behind lots of jobs. Our recommendation pursuant to that notion is to provide a business responsive public asset.

The airport is simply a pass-through for economic development. Mr. Marshal stated that he would like to conclude with some of his observations through this process. The City has been a good neighbor to NSU, a very close neighbors which creates problems in the minds of the folks at FAA. The FAA would like the City and other airports to follow certain standards and those standards can be difficult to meet particularly with the close proximity to NSU.

Mr. Marshal stated that he has observed the Commission members working effectively with the folks at the university. That is a benefit for the City and this reflects very well on the Council and the relationship the City has built with NSU over the years. This is important to maintain through the upcoming years. Mr. Marshal stated that the Airport manager was quoted that there was some 13 million dollars of economic benefit to the City and that was in a study that was done four years ago. The citizens think the airport is important and he believes this puts a path before the Council to maintain the airport in the future but also some potential to accommodate demands should it materialize.

Ms. Morrow stated that the airport is in her district and she asked if Mr. Marshal could provide copies of the runway extension. Mr. Marshal stated he would provide those. Mr. Morrow further asked for something with the types of planes that may come in. Ms. Morrow stated she also wanted to know how many jobs would be generated in the future. Mr. Marshal showed Ms. Morrow a copy of a runway extension document. Mr. Marshall further stated that there are models that can be run to estimate the jobs to be created but his company does not do that. Mr. Marshal continued by providing Ms. Morrow with a document with regard to the size of planes to come into the airport.

Mr. Stamey asked Mr. Marshal how far away is our airport, in terms of infrastructure, to accommodating the types of planes he is talking about. Mr. Marshal stated that this airport is a long way down the road from accommodating large and small planes. Mr. Marshal continued by stating that this is simply a matter of incremental improvements to accommodate those larger corporate airplanes. Mr. Marshal further explained that on a warm day it takes a longer runway for the planes to take off because the wing operates in the wind less efficiently when the air molecules are farther apart, so on some of those warm days it is difficult for a corporation to make that decision to fly to Natchitoches because of insufficient runway length.

Mayor Posey added that there are certain corporations that will not even look at your community if there is no airport or we cannot accommodate their needs. This is where jobs start kicking in. The airport is certainly an asset for our community. Mayor Posey stated that he commends the Airport Commission for their vision and hard work and thanked Mr. Marshal for coming.

Mayor Posey next introduced Elisa Behrendsen, the CPO of the Boys and Girls Club of El Camino Real. Ms. Behrendsen welcomed all the children from the Boys and Girls Club and the Council. Ms. Behrendsen introduced Courtney Johnson, a senior at Northwestern State University who will be graduating in December and then going to Baylor for Graduate School. Ms. Behrendsen stated that Courtney is the Chief Student Development Specialist. Ms. Behrendsen next introduced Nick Jackson who has been Board Member for 15 years. Ms. Behrendsen stated that being a Board Member for the Boys and Girls Club is not an easy job because they have to come up with all the money for the programming that they do. Ms. Behrendsen next introduced their newest Board Member, Annette Roque.

Ms. Behrendsen thanked them all for coming out to support The Boys and Girls Club. Ms. Behrendsen stated that mission of the Boys and Girls Club is to inspire and enable all young people, especially those who need them most to realize their full potential as responsible, caring and productive citizens. Ms. Behrendsen explained that the Boys and Girl Club has been very, very busy this summer with many programs. Ms. Behrendsen thanked all the members, volunteers and everyone that helped out over the summer. Ms. Behrendsen further stated that the Board of Directors of Vision for Growth got a jump start with Natchitoches Parish School Board agreeing to let them come into the schools. Ms. Behrendsen stated that they hope to have a club in M.R. Weaver within the next ten days. It will benefit the students, not only at Weaver and East, but also the private schools and home schooled children that are on that side of town. Ms. Behrendsen continued they are hoping this will lead to other schools. In order to be successful, they must have supporters, benefactors and volunteers to reach their potential. Ms. Behrendsen thanked everyone for their support. Ms. Behrendsen stated they are interested in exploring joint opportunities that involves community leaders and their members and their club members because peer role models have proved to be the best type of mentoring for our youth. Ms. Behrendsen encouraged each of the Council members to visit the Club. Mayor Posey presented Ms. Behrendsen with a check from the City to the Boys and Girls Club for their support.

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

**RESOLUTION NO. 083 OF 2012**

**P R O C L A M A T I O N**

**WHEREAS**, children across American have been plagued by catastrophic childhood cancers and there is hope in finding a cure, and the hope lies in the hard work and determination of our communities to bring in the monies necessary to fund St. Jude Children’s Research Hospital and;

**WHEREAS**, local leaders, in government and in the community, know that the support of the people in the neighborhoods is the most effective tools they can have in their efforts to untie and fight for the children who need it the most; a cure will not occur overnight, our patience and continued commitment to help bring awareness and the necessary funds will continue to raise the survival rate of children diagnosed with cancer and;

**WHEREAS**, Up’til Dawn is a nationwide student-led, student-run program in which college students raise funds for and awareness of St. Jude Children’s Research Hospital. The program strengthens the campus community by encouraging faculty, staff, and surrounding community residents to participate in the arranged fund-raising campaigns and awareness days and;

**WHEREAS**, over the past two academic years, Northwestern State University campus has raised over 80 thousand dollars for the hospital and we are continuing to grow in our philanthropic work and;

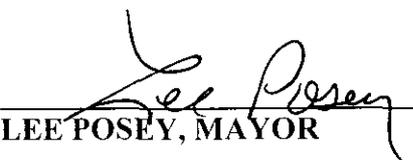
**WHEREAS**, September 24<sup>th</sup> – September 28<sup>th</sup>, has been designated **St. Jude Awareness Week** for Northwestern State University and the City of Natchitoches and;

**NOW, THEREFORE**, The Up’ til Dawn Organization at Northwestern State University and Lee Posey, Mayor of the City of Natchitoches, hereby proclaim, September 24<sup>th</sup> - September 28<sup>th</sup>, as St. Jude Awareness Week in the City of Natchitoches, Louisiana and encourages all citizens, businesses, public and private agencies, media, religious and educational institutions to participate with Up’ til Dawn throughout this week, joining the rest of the United States in promoting Childhood Cancer Awareness Month.

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

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

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 24<sup>TH</sup> day of September, 2012.

  
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**LEE POSEY, MAYOR**

Mr. Mims presented the proclamation to Michael Stevens, the Executive Director of Up 'til Dawn, Mathew Spence, the Assistant Executive Director and Ms. Yonna Pasch, Faculty Advisor. Mr. Mims thanks them for their hard work and fund raising. Mr. Stevens stated that Up 'til Dawn was started on Northwestern's Campus in 2009 and since that time they have raised \$88,000.00 to date and this year they hope to reach \$100,000.00.

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

**RESOLUTION NO. 086 OF 2012**

**RESOLUTION DECLARING OCTOBER 7 THROUGH OCTOBER 13, 2012 AS FIRE PREVENTION WEEK**

**WHEREAS**, in 1922, President Warren G. Harding proclaimed the first Fire Prevention Week as the week that includes the date of October 9, the anniversary of the Great Chicago Fire of 1871, to be National Fire Prevention Week; and

**WHEREAS**, according to the United States Fire Administration, most fire deaths occur during the winter months, December through February, as a direct result of poorly installed, maintained or misused portable heating equipment; and

**WHEREAS**, the Natchitoches Fire Department responds to approximately 2,500 emergency incidents annually involving a threat to life, property and/or our environment; and

**WHEREAS**, Natchitoches' firefighters are dedicated to reducing the occurrence of home fires and home fire injuries by acknowledging Fire Prevention Week as the beginning of their fire prevention, education and safety campaign which will last throughout the year; and

**WHEREAS**, the Natchitoches Fire Department is willing to address groups both young and old to spread the fire safety message when requested; and

**WHEREAS**, the residents of Natchitoches are responsive to Public Fire Education measures and are able to take personal steps to increase their safety from fire; and

**WHEREAS**, the theme for Fire Prevention Week 2012 is, "**PROTECT YOUR FAMILY FROM FIRE**"; effectively serves to remind us all of the simple actions we can take to stay safer from fire year round; and

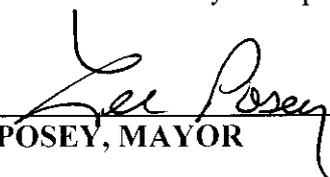
**WHEREAS**, this week commemorates the Great Chicago Fire of 1871, which killed more than 250 persons, left 100,000 homeless and destroyed more than 17,400 buildings, and serves as the motivating force to bring the people of Natchitoches together to build a safer community.

**THEREFORE**, I, Lee Posey, Mayor, do hereby proclaim October 7 through October 13, 2012 as **Fire Prevention Week** throughout this city, and I urge all the people of Natchitoches to heed the important safety messages of Fire Prevention Week 2012, and to support the many public safety activities and efforts of the Natchitoches Fire Department.

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

<b>AYES:</b>	<b>Payne, McCain, Nielsen, Mims, Morrow</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 24<sup>th</sup> day of September, 2012.

  
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**LEE POSEY, MAYOR**

Ms. Morrow stated that the Natchitoches firefighters are dedicated to reducing the occurrence of home fire and home fire injuries by acknowledging Fire Prevention Week as the beginning of their fire prevention education and safety campaign, the theme of which is “Protect Your Family From Fire.”

Ms. Morrow presented the proclamation to Michael Sesevold, who accepted the proclamation on behalf of the Natchitoches Fire Department. Mr. Sesevold thanked the Council and stated they will be in and out of the schools educating the children and promoting fire safety throughout this month and every day they are on the job.

Mayor Posey next introduced Judson Wisner of Exxon Mobil Pipeline. Mr. Wisner introduced himself and stated they are working on a project right now to test the pipelines that runs through Natchitoches Parish. As a part of this test they empty the crude oil out of the pipeline and fill it with water and then test the pipeline for any imperfections or potential leaks. Mr. Wisner explained that last week they performed the pressure test on a segment of the pipeline that runs beneath a portion of Sibley Lake at which time they discovered there was a pin hole leak in that segment. Mr. Wisner explained they contacted the Mayor's office, the Waterworks District and several other City officials and were able to get the necessary permitting in order very quickly. The repair was made in the latter part of last week and received a good test on that segment today. Mr. Wisner thanked the City for their assistance in getting this job done in a timely fashion.

Mayor Posey thanked Mr. Wisner for their quick performance on the job. Mayor Posey stated that every 5 years they are mandated to test the pipeline. Mayor Posey explained that when they discovered the pin hole, the City had an emergency meeting to get this fixed and everything back to normal.

Mr. Stamey asked if the job was already complete. Mayor Posey advised that the job is complete. Mr. Winsor also advised that the testing and repairs in Natchitoches Parish are now complete. Mayor Posey stated that back in 2006 there were some repairs, but it is his understanding that this time they actually replaced 50 to 60 feet of the pipeline. Mr. Winsor stated that this is correct, they replaced about a 55 foot section with brand new pipe. Mayor Posey thanked Mr. Winsor again for their quick response.

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

**RESOLUTION 084 OF 2012**

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, LEE POSEY, TO EXECUTE A CORRECTIVE MEMORANDUM AND AMENDMENT TO LEASE AGREEMENT FROM THE CITY OF NATCHITOCHEs TO F & D TOWER RENTALS, INC. (AN ASSIGNEE OF THE ORIGINAL LESSEE, LOUISIANA UNWIRED, LLC) TO CORRECT THE LEGAL DESCRIPTION OF LESSEE'S SERVICE EASEMENT FOR THE FLAG POLE CELL TOWER, ADJACENT TO MILL STREET, NATCHITOCHEs, LOUISIANA, AND TO EXECUTE AN ESTOPPEL LETTER CONFIRMING THE TERMS OF THE EXISTING LEASE**

**WHEREAS**, Landlord and Louisiana Unwired, LLC, d.b.a. Sprint PCS, a Louisiana limited liability company ("Louisiana Unwired"), entered into that certain Lease Agreement dated September 1, 2004 (the "Lease ") whereby, Landlord leased to Tenant the land described in Exhibit "A" attached hereto and made a part hereof. All terms used but not defined herein shall have the meaning ascribed to them in the Lease.

**WHEREAS**, Louisiana Unwired assigned its interest under the Lease to Tenant pursuant to an unrecorded Assignment and Assumption Agreement dated April 12, 2006.

**WHEREAS**, Landlord and Tenant desire to enter into this Amendment to correct the description of the real property subject to the terms of the Lease, and to make other amendments to the Lease as set forth in more detail herein, and to execute the enclosed estoppel letter dated September 19, 2012 (Exhibit "B").

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Natchitoches, Louisiana, is of the opinion that it is in the best interest of the City to execute the Corrective Memorandum and Amendment to Lease Agreement by and between F & D Tower Rentals, Inc., and to execute the September 19, 2012 estoppel letter, and that Mayor Lee Posey is hereby authorized to execute the Corrective Memorandum and Amendment to Lease Agreement and September 19, 2012 estoppel letter on behalf of the City of Natchitoches.

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

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

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 24<sup>th</sup> day of September, 2012.

  
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LEE POSEY, MAYOR

September 19, 2012

**VIA OVERNIGHT MAIL**

City of Natchitoches  
Attention: City Attorney  
700 Second Street  
Natchitoches, Louisiana 71457  
Phone: 318-352-2772

**RE:** Lease Agreement, dated September 1, 2004, by and between The City of Natchitoches, Louisiana ("Landlord") and Louisiana Unwired, LLC, d.b.a. Sprint PCS as assigned to F & D Tower Rentals, Inc., a Louisiana corporation, ("Tenant"), as amended by that certain First Amendment to Lease Agreement, dated September 9, 2005, (the "Ground Lease") with respect to that certain real property located in Natchitoches Parish, Louisiana ("Property").

**SBA Site ID:** LA15161-A, Natchitoches

Dear Sir or Madam:

SBA Towers IV, LLC ("SBA") may take an assignment of the Ground Lease and purchase certain of Tenant's assets located on the Property including the communications tower. As part of SBA's due diligence review in determining whether to consummate this transaction, we would ask that you confirm the following:

1. Attached as Exhibit "A" is a true and complete copy of the Ground Lease and all amendments or modifications thereto. The Ground Lease constitutes the entire agreement between you and Tenant with respect to the subject matter thereof. Tenant is the current tenant under the terms of the Ground Lease.
2. The Ground Lease commenced on September 1, 2004 and the expiration date of the initial term of the Ground Lease is August 31, 2014. Tenant has the option to extend the term of the Ground Lease for two (2) additional terms of ten (10) years each.
3. The rent commencement date under the Ground Lease is September 1, 2004. Currently, Tenant's annual rent under the Ground Lease is \$9,500.00. Rent shall escalate in accordance with Paragraph 4 of the Ground Lease. Tenant pays no additional monthly rent. All rent, additional rent and other charges due and payable under the Ground Lease have been paid through August 31, 2012.
4. Tenant shall remit all rental payments to Landlord at the address stated above unless otherwise indicated below:

City of Natchitoches – Utility Department  
700 Second Street  
Natchitoches, LA 71457  
Phone: (318) 357-3850

5. Neither you nor Tenant is in default under the Ground Lease and there is no event which, with the giving of notice and/or the passage of time, would constitute such a default and you have no claim or defense of any nature whatsoever against Tenant with respect to the Ground Lease and there is no event which, with the giving of notice and/or the passage of time, would constitute the basis of such a claim or defense.
6. You consent to the proposed transaction with the understanding that this consent will be effective only if the transaction closes.
7. In accordance with Article 8 of the Ground Lease, Tenant may sublease space with regard to its communication tower and building without the necessity of obtaining your consent.
8. SBA may from time to time grant to certain lenders selected by SBA and its affiliates (the "Lenders") a lien on and security interest in SBA's interest in the Ground Lease and all assets and personal property of SBA located on the leased space (the "Personal Property") as collateral security for the repayment of any indebtedness to the Lenders. Landlord hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Landlord may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lenders, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Landlord's assets. Should Lender exercise any rights of SBA under the Ground Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in the Ground Lease, Landlord agrees to accept such exercise of rights by Lenders as if same had been exercised by SBA, and SBA, by signing below, confirms its agreement with this provision. SBA shall have the right to record of memorandum of the terms of this paragraph.
9. In the event the actual current tower and related improvements lay outside the legal descriptions for the leased area and access, utility and guy wire easements, SBA shall have the right to survey the improvements and record an Amended Memorandum of Lease reflecting the actual current location of the leased area and access, utility and guy wire easements.
10. If requested by SBA, you will execute a Memorandum of Lease to be recorded in the public records containing the metes and bounds description.
11. You (i) have not assigned your interest in the Ground Lease, (ii) are not under agreement to or negotiating an agreement to assign your interest in the Ground Lease, and (iii) will not assign your interest in the Ground Lease except in connection with a sale of the underlying fee title.

We would appreciate you reviewing and signing this letter at your earliest possible convenience as we would like to conclude this transaction as quickly as possible. If you could fax a copy of this signed letter to my attention at 561-226-3535 and return the original in the enclosed pre-paid return federal express envelope it would be greatly appreciated. Please do

not hesitate to contact me at (561) 226-9278 or via email: [krawlinson@sbsite.com](mailto:krawlinson@sbsite.com), if you have any concerns or questions.

Sincerely,

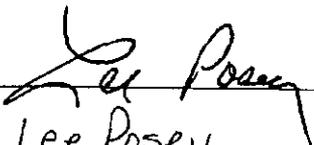
SBA TOWERS IV, LLC



Katie Rawlinson  
Executive Assistant

ACKNOWLEDGED AND CONFIRMED:

THE CITY OF NATCHITOCHEs, LOUISIANA

By:   
Name: Lee Posey  
Its: Mayor  
Date: 9-26-12

Document Prepared by and  
Upon Recording Return to:  
Jill Pontano  
SBA Towers IV LLC  
5900 Broken Sound Parkway, NW  
Boca Raton, FL 33487  
(561) 226-9513  
SBA Site ID: LA15161-A (Natchitoches)

## CORRECTIVE MEMORANDUM AND AMENDMENT TO LEASE AGREEMENT

THIS CORRECTIVE MEMORANDUM AND AMENDMENT TO LEASE AGREEMENT (herein "Amendment") is made this 25 day of September, 2012, by and between THE CITY OF NATCHITOCHEs, LOUISIANA, having an address at 700 Second Street, Natchitoches, Louisiana (herein "Landlord") and F&D TOWER RENTALS, INC., a Louisiana corporation, having an address at 1223 W. Gloria Switch Road, Carencro, Louisiana 70520 (herein "Tenant").

WHEREAS, Landlord and Louisiana Unwired, LLC, d.b.a. Sprint PCS, a Louisiana limited liability company ("Louisiana Unwired"), entered into that certain Lease Agreement dated September 1, 2004 (the "Lease") whereby, Landlord leased to Tenant the land described in Exhibit "A" attached hereto and made a part hereof. All terms used but not defined herein shall have the meaning ascribed to them in the Lease.

WHEREAS, Louisiana Unwired assigned its interest under the Lease to Tenant pursuant to an unrecorded Assignment and Assumption Agreement dated April 12, 2006.

WHEREAS, Landlord and Tenant desire to enter into this Amendment to correct the description of the real property subject to the terms of the Lease, and to make other amendments to the Lease as set forth in more detail herein.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration including the rents reserved and the covenants and conditions more particularly set forth in the Lease, Landlord and Tenant do hereby covenant, promise and agree as follows:

1. The real property leased to Tenant by Landlord pursuant to the terms of the Lease shall be that certain real property (together with easements) as described and shown on Exhibit A attached hereto (the "Property"). This description of the Property shall replace the description thereof in the Lease and shall serve as the description of the Property for all purposes under the Lease.

2. All other provisions of the Lease remain in full force and effect in accordance with their terms.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

**LANDLORD:**

THE CITY OF NATCHITOCHES, LOUISIANA

Witnesses:

Stacy McDueary  
Print Name:

Raiah Weir  
Print Name:

By: [Signature]  
Print Name: Lee Posey  
Its: Mayor

PARISH STATE OF Louisiana  
COUNTY OF Natchitoches

The foregoing instrument was acknowledged before me this 25 day of September, 2012 by Lee Posey as Mayor of The City of Natchitoches, Louisiana, on behalf of the City. He/she is personally known to me yes or has produced \_\_\_\_\_ (type of identification) as identification.

WITNESS my hand this 25 day of September, 2012.

[Signature]  
Signature  
Print Name: J Chris Guillet  
NOTARY PUBLIC - STATE OF Louisiana  
Commission Number: 26312  
My Commission Expires: for life

[SEAL]

Bar Roll

**Tenant:**

Witnesses:

TENANT:

F&D TOWER RENTALS, INC., a Louisiana corporation

Daphney Maturin  
Print Name: Daphney Maturin

By: [Signature]  
Print Name: Dennis D LeBlanc  
Its: Pres/Vice Pres

Amber Rebert  
Print Name: Amber Rebert

State of Louisiana  
County of Lafayette

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of September, 2012 by Dennis D LeBlanc as Pres/Vice Pres of F&D TOWER RENTALS, INC., a Louisiana corporation, on behalf of the corporation. He/she is personally known to me.

WITNESS my hand this 24<sup>th</sup> day of September, 2012.

[NOTARIAL SEAL]

**MONTY P. RICHARD**  
NOTARY PUBLIC, LAFAYETTE PARISH  
STATE OF LOUISIANA  
I.D.# 014633  
MY COMMISSION IS FOR LIFE

[Signature]  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC - \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## EXHIBIT "A"

### LEASE AREA (AS-PROVIDED)

All that certain tract of land containing 0.057 acres, more or less, and being situated in Section 78, Township 9 North, Range 7 West, in the Northwestern Land District, Louisiana Meridian, Natchitoches Parish, Louisiana, and being more particularly described by metes and bounds as follows:

Commencing at a found 2" iron pipe monumenting the Southeast corner of Lot 1-A of Replat of University Terrace Subdivision in the City of Natchitoches Parish, Louisiana, as per plat recorded under Clerk's File No. 159187, in the Records of Natchitoches Parish, Louisiana, same being the Southwest corner of a called 8.48 acre tract as shown on that survey prepared by A.J. Brouillette, PLS, dated May 3, 1961; thence North 10 degrees 38 minutes 45 seconds East (record, North 10 degrees 22 minutes East) for a distance of 486.83 feet (record 487.0 feet) to a found 3/4" iron rod; thence North 32 degrees 36 minutes 33 seconds East (record, North 32 degrees 22 minutes East) for a distance of 83.39 feet (record, 83.2 feet) to a found 1/2" iron rod; thence South 86 degrees 22 minutes 00 seconds East (record) for a distance of 87.42 feet to a point; thence North 03 degrees 38 minutes 00 seconds East for a distance of 3.36 feet to a 5/8" iron rod with cap, stamped Collins PLS# 4390 and the Point of Beginning of herein described tract; thence North 3 degrees 38 minutes 00 seconds East for a distance of 50.00 feet to a set 5/8" iron rod with cap, stamped Collins PLS# 4390; thence South 86 degrees 22 minutes 00 seconds East for a distance of 50.00 feet to a set 5/8" iron rod with cap, stamped Collins PLS# 4390; thence South 3 degrees 38 minutes 00 seconds West for a distance of 50.00 feet to a set 5/8" iron rod with cap stamped Collins PLS# 4390; thence North 86 degrees 22 minutes 00 seconds West for a distance of 50.00 feet to the Point of Beginning, containing 0.057 acres, more or less.

### 35' ACCESS AND UTILITY EASEMENT (AS-PROVIDED)

All that certain tract or parcel of land containing 0.916 acres, more or less, and being situated in Section 78, Township 9 North, Range 7 West, in the Northwestern Land District, Louisiana Meridian, Natchitoches Parish, Louisiana, and being more particularly described by metes and bounds as follows:

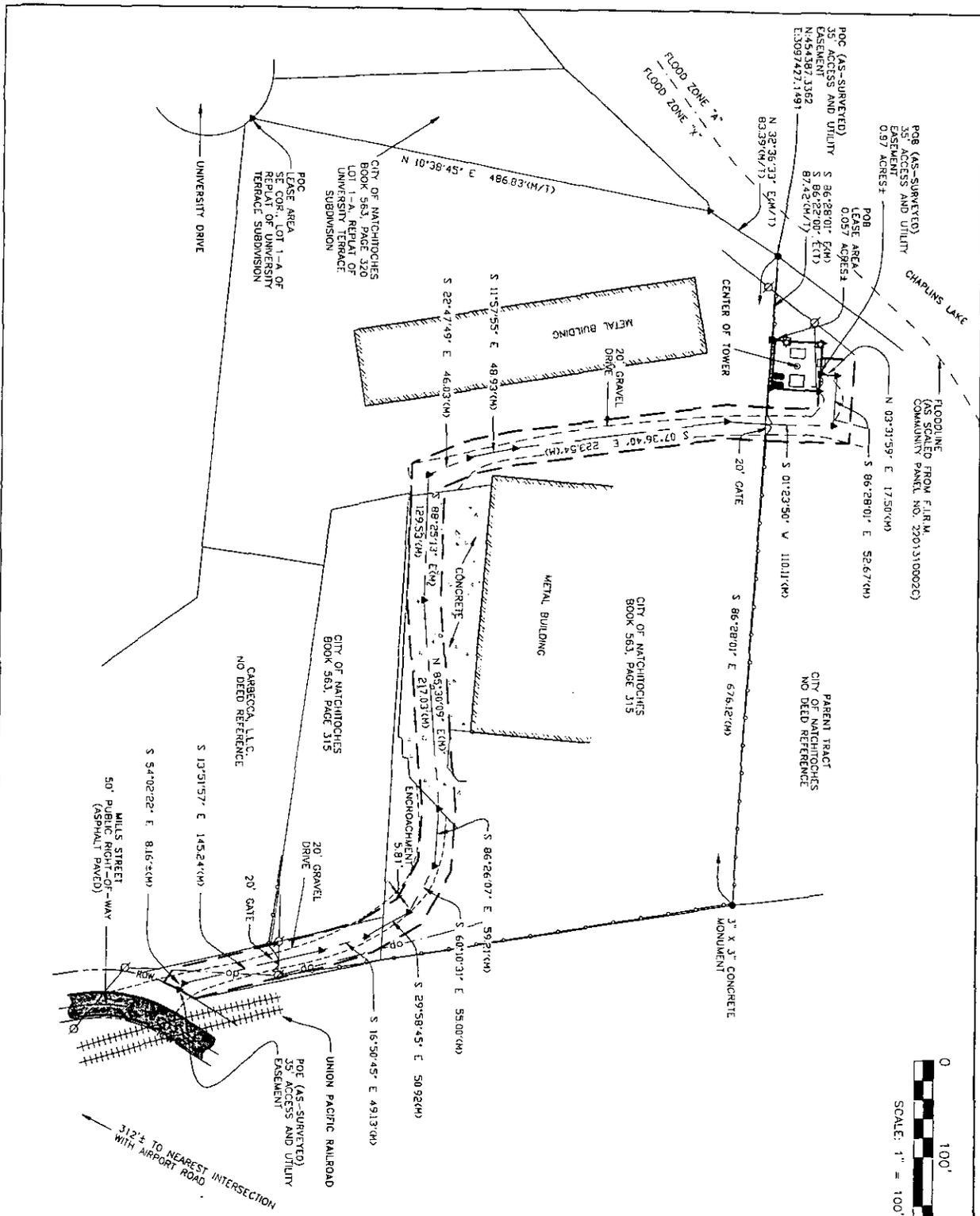
Commencing at a found 2" iron pipe monumenting the Southeast corner of Lot 1-A of Replat of University Terrace Subdivision in the City of Natchitoches, Natchitoches Parish, Louisiana, as per plat recorded under Clerk's File No. 159187, in the Records of Natchitoches Parish, Louisiana, same being the Southwest corner of a called 8.48 acre tract as shown on that survey prepared by A. J. Brouillette, PLS, dated May 3, 1961; thence North 10 degrees 38 minutes 45 seconds East (record, North 10 degrees 22 minutes East) for a distance of 486.83 feet (record, 487.0 feet) to a found 3/4" iron rod; thence North 32 degrees 36 minutes 33 seconds East (record, North 32 degrees 22 minutes East) for a distance of 83.39 feet (record, 83.2 feet) to a found 1/2" iron rod; thence South 86 degrees 22 minutes 00 seconds East (record) for a distance of 87.42 feet to a point; thence North 03 degrees 38 minutes 00 seconds East for a distance of 3.36 feet to a set 5/8" iron rod with cap, stamped Collins PLS# 4390; thence South 86 degrees 22 minutes 00 seconds East for a distance of 25.00 feet to the centerline and Point of Beginning of a 35.00 foot Access and Utility Easement, and proceed 17.50 feet on each side of the following

described centerline; thence South 03 degrees 38 minutes 00 seconds West for a distance of 42.53 feet to a point; thence South 86 degrees 22 minutes 00 seconds East for a distance of 64.27 feet to a point; thence South 07 degrees 30 minutes 39 seconds East for a distance of 223.54 feet to a point; thence South 11 degrees 51 minutes 54 seconds East for a distance of 48.93 feet to a point; thence South 22 degrees 41 minutes 48 seconds East for a distance of 46.03 feet to a point; thence South 88 degrees 19 minutes 12 seconds East for a distance of 129.53 feet to a point; thence North 85 degrees 36 minutes 10 seconds East for a distance of 217.03 feet to a point; thence South 86 degrees 20 minutes 06 seconds East for a distance of 59.21 feet to a point; thence South 60 degrees 04 minutes 30 seconds East for a distance of 55.00 feet to a point; thence South 29 degrees 52 minutes 44 seconds East for a distance of 50.92 feet to a point; thence South 16 degrees 44 minutes 44 seconds East for a distance of 49.13 feet to a point; thence South 13 degrees 45 minutes 56 seconds East for a distance of 145.24 feet to a point; thence South 53 degrees 56 minutes 21 seconds East for a distance of 8.16 feet to the westerly right of way line of Mills Street, and the point of termination, containing 39,918 square feet, or 0.916 acres, more or less.

### 35' ACCESS AND UTILITY EASEMENT (AS-SURVEYED)

All that certain tract or parcel of land containing 0.97 acres, more or less, and being situated in Section 78, Township 9 North, Range 7 West, in the Northwestern Land District, Louisiana Meridian, Natchitoches Parish, Louisiana, and being more particularly described by metes and bounds as follows:

Commencing at a 1/2" rebar found having Louisiana North State Plane coordinates of N:454387.3362 E:3097427.1491 and lying N 10°38'45" E a distance of 486.83 feet and N 32°36'33" E a distance of 83.39 feet from the Southeast corner of Lot 1-A of Replat of University Terrace Subdivision in the City of Natchitoches, Natchitoches Parish, Louisiana, as per plat recorded under Clerk's File No. 159187, in the Records of Natchitoches Parish, Louisiana, same being the Southwest corner of a called 8.48 acre tract as shown on that survey prepared by A. J. Brouillette, PLS, dated May 3, 1961; thence run S 86°28'01" E for a distance of 87.42 feet to a point; thence N 03°31'59" E for a distance of 3.36 feet to a point; thence N 03°31'59" E for a distance of 50.00 feet to a point; thence S 86°28'01" E for a distance of 32.50 feet to the Point of Beginning of a 35.00 foot Access and Utility Easement, and proceed 17.50 feet on each side of the following described centerline; thence N 03°31'59" E for a distance of 17.50 feet to a point; thence S 86°28'01" E for a distance of 52.67 feet to a point; thence S 01°23'50" W for a distance of 110.11 feet to a point; thence S 07°36'40" E for a distance of 223.54 feet to a point; thence S 11°57'55" E for a distance of 48.93 feet to a point; thence S 22°47'49" E for a distance of 46.03 feet to a point; thence S 88°25'13" E for a distance of 129.53 feet to a point; thence N 85°30'09" E for a distance of 217.03 feet to a point; thence S 86°26'07" E for a distance of 59.21 feet to a point; thence S 60°10'31" E for a distance of 55.00 feet to a point; thence S 29°58'45" E for a distance of 50.92 feet to a point; thence S 16°50'45" E for a distance of 49.13 feet to a point; thence S 13°51'57" E for a distance of 145.24 feet to a point; thence S 54°02'22" E for a distance of 8.16 feet, more or less, to the westerly right of way line of Mills Street, and the Point of Ending, containing 0.97 acres, more or less.



**TOWER INFO**

TOWER TYPE:  
150 SELF SUPPORT  
CENTER OF TOWER (AND 83)  
LATITUDE: 31°44'32.10" N  
LONGITUDE: 93°05'22.84" W  
GROUND ELEVATION: 116  
MSL (NAVD 88)  
HIGHEST TOWER: 150' ADR  
HIGHEST TOWER TO FACE (TOP  
OF TOWER): 150' ADR  
SITE ADDRESS:  
MATCHDOCKS, LA 71457

**VICINITY MAP**

**LEGEND**

- = 5/8" REBAR SET
- = 1/2" REBAR ROUND
- = UNLESS OTHERWISE NOTED
- POB = POINT OF BEGINNING
- POE = POINT OF ENDING
- POC = POINT OF COMMENCEMENT
- POF = CALCULATED POINT
- (1) = TITLE INFORMATION (SEE NOTE 8)
- (M) = MEASURED INFORMATION
- (S) = SURVEY POINT
- (A) = ANCHOR
- (P) = POWER POLE
- (G) = GUY ANCHOR
- (B) = POWER BOX
- (F) = FLOOD LIGHT
- (C) = CHAIN LINK FENCE
- (W) = WOOD FENCE
- (R) = RIGHT-OF-WAY
- (O) = OVERHEAD POWER

**FLOOD NOTE**  
By graphic plotting only, the flood zone 'X' of the Flood Hazard Zone Map, Community Panel No. 2201310002C, which bears on the date of September 18, 2009, shows the tower to be outside 500-year flood plain.

**MATCHDOCKS & LA**  
SEC. 7B, 1-B-N, R-7-W  
MATCHDOCKS PARISH, LOUISIANA



SMW Engineering Group, Inc.  
1560 Woods of Riverchase Drive  
Suite 100  
Hoover, Alabama 35244  
Ph: 205-262-6985  
www.smweng.com

**AS-BUILT TOWER SURVEY**

FOR: **MACH WIRELESS, INC.**  
143 E. TRAVIS ROAD  
ORCHARD PARK, NY 11427

NO.	REVISION	DATE	BY
1	CREATED AS-SURVEYED LEGAL DESC.	05/04/12	PMK

PROJECT NO. 11-02861  
DRAWN BY: PMK  
CHECKED BY: AMK  
FIELD CREW: BM  
APPROVED BY: WMS  
DATE: 01/22/12  
SCALE: 1" = 100'  
SHEET 1 OF 2



Mr. Stamey introduced Resolution No. 84 of 2012. Mr. Stamey stated that he believes there is an error in the title. Mr. Wimberly explained that there are two typographical errors. First, the SBA letter dated September 9, 2012 reflects property located in Caddo Parish. This should read Natchitoches Parish. Also it is not the water tower. It should read the flag pole cell tower located on the Southeast corner of the water plant property. Mr. Wimberly continued that this is a matter between our legal department and the legal department of US Unwired and is to correct the legal description of the lease on that property. Mr. Stamey asked Attorney Ronald Corkern his opinion as to how to read the introduction into the record. Mr. Corkern stated that the introduction should be read correctly and then put for a vote. Ms. Morrow asked Mr. Wimberly if it is called a flag pole cell tower. Mr. Wimberly stated that is correct, it is a flag pole cell tower. Mr. Stamey next continue with the introduction of Resolution No. 84 of 2012

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

**RESOLUTION NO. 087 OF 2012**

**A RESOLUTION AUTHORIZING THE MAYOR  
TO ADVERTISE FOR BIDS FOR EMERGENCY GENERATORS  
AND SERVICE ENTRANCE RATED TRANSFER SWITCHES  
FOR THE WATER TREATMENT PLANT**

**(BID NO. 0534)**

**WHEREAS**, the City wishes to advertise for Emergency Generators and Service Entrance Rated Transfer Switches for the Water Treatment Plant (Bid No. 0534).

**WHEREAS**, sealed bid proposals will be received until 4:00 P.M. on October 22, 2012 at the office of Edd Lee, Director of Purchasing, 1400 Sabine Street, Natchitoches, Louisiana and opened on October 22, 2012; and

**WHEREAS**, bids will be publicly opened and read aloud at 4:00 PM on Monday, October 22, 2012 at the City of Natchitoches Purchasing Department located at 1400 Sabine Street, Natchitoches, Louisiana 71457.

**WHEREAS**, upon receipt of proposals the committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Don Mims, Councilman At Large; and Bryan Wimberly, Utility Director, are to review and make a recommendation of the bids received.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to order the publication of the above bid.

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

<b>AYES:</b>	<b>Payne, McCain, Nielsen, Mims, Morrow</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 24<sup>th</sup> day of September, 2012.

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

## **BID INVITATION**

**DATE: September 24, 2012**

**FROM:** City of Natchitoches  
Purchasing Department  
1400 Sabine Street  
Natchitoches, LA 71457

**BID NO.** 0534

**BID TITLE: Emergency Generators and Service Entrance Rated Transfer  
Switches for the Water Treatment Plant**

SEALED BID PROPOSALS WILL BE  
RECEIVED UNTIL 4PM,

October 22, 2012

AT THE OFFICE OF EDD LEE,  
DIRECTOR OF PURCHASING, 1400  
SABINE STREET, NATCHITOCHES, LA  
71457.

FOR ADDITIONAL INFORMATION  
CONTACT THE FOLLOWING:

Edd Lee  
DIRECTOR OF PURCHASING  
(318) 357-3824

INSTRUCTIONS TO BIDDERS

1. Sealed bid proposals **must** be received on the Bid Proposal Form, Pages #3 and #4 or attachments thereto prior to opening date and time to be considered. **Please Note: Bids must be submitted on the supplied forms or attachments to be considered.** Late proposals will be returned unopened. **Bids will be publicly opened and read aloud at 4:00 PM on Monday, October 22, 2012 at the City of Natchitoches Purchasing Department located at 1400 Sabine St. Natchitoches, LA 71457.**

2. Bids shall be plainly marked as to the bid number, name of the bid, bid opening date, bidders company name and complete address on the outside of the envelope. This envelope will be completely sealed and mailed or delivered to the Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457.

3. Any submitted article deviating from the specifications **must** be identified and have full descriptive data accompanying same, failure to provide the appropriate information **shall** be just cause for rejection of the bid. Deviations **must** be submitted on separate sheet or sheets. Functionally equivalent items will be considered.

4. All work and supplies are to be quoted FOB Natchitoches and delivered to City of Natchitoches Water Treatment Plant, 115 Mill Street, Natchitoches, LA 71457, freight prepaid. The City Utility Department will be responsible for offloading the equipment when delivered. Supplier shall provide 72 hours notice prior to delivery. Delivery shall be made between 8:00 am and 3:00 pm Monday through Thursday or 8:00 am to 12:00 pm on Friday.

5. The City of Natchitoches reserves the right to reject any and all bids, requires submitted bids remain in force for a period of sixty (60) days after opening or until award is made, which ever comes first.

6. The Natchitoches Utility Department assumes responsibility for the correctness and clarity of the bid, and all information and/or questions pertaining to this bid shall be directed to the Director of Purchasing.

7. The conditions and terms of this bid will be considered when evaluating for award.

8. The City of Natchitoches is exempt from all state taxes.

9. Any technical questions concerning specifications shall be directed to Raymond J. Dunn, Jr., 318-445-8870, E.E. Consultants, Inc., 301 Jackson Street, Suite 204, Alexandria, LA 71301, or email to [rdunn@eecla.com](mailto:rdunn@eecla.com).

BID PROPOSAL

PLEASE MARK YOUR SEALED BID ENVELOPE: BID NO. #0534

<b>DESCRIPTION</b>	<b>PRICE</b>
<b>Water Plant Diesel Engine Generator Set and Associated Transfer Switch.</b>	<b>\$ _____</b>
<b>Pump Station Diesel Engine Generator Set and Associated Transfer Switch.</b>	<b>\$ _____</b>
<b>Sibley Lake Pump Station Diesel Engine Generator Set and Associated Transfer Switch.</b>	<b>\$ _____</b>
<b>Grand Total Delivered Cost of All Three (3) Diesel Engine Generators Sets and Associated Transfer Switches Per Attached Specifications</b>	<b>\$ _____</b>

ALL ITEMS LISTED IN THIS BID WILL BE DELIVERED TO: CITY OF NATCHITOCHEs, Water Treatment Plant, 115 Mill Street, NATCHITOCHEs, LA 71457

BIDDER MUST COMPLETE THE FOLLOWING

PRICES HELD FIRM FOR DURATION OF CONTRACT: \_\_\_ YES \_\_\_ NO  
PRICES HELD FIRM FOR A PERIOD OF: \_\_\_\_\_ CALENDER DAYS  
BID ACCEPTANCE PERIOD OF: \_\_\_\_\_ CALENDER DAYS  
DISCOUNT TERMS: \_\_\_\_\_ PER CENT (%)  
DELIVERY WILL BE COMPLETED WITHIN: \_\_\_\_\_ CALENDER DAYS AFTER RECEIPT OF CONTRACT, ORDER OR OTHER FORM AS NOTICE OF AWARD.

THE UNDERSIGNED BIDDER DECLARES THAT HE HAS SPECIFIC AND LEGAL AUTHORIZATION TO OBLIGATE HIMSELF AND /OR HIS FIRM TO THE TERMS OF THIS BID AND FURTHER THAT HE HAS EXAMINED THE INVITATION TO BID, THE INSTRUCTIONS TO BIDDERS AND THE SPECIFICATIONS AND HEREBY PROMISES AND AGREES THAT IF THIS BID IS ACCEPTED HE WILL FAITHFULLY FULFILL THE TERMS OF THIS BID TOGETHER WITH ALL GUARANTEES AND WARRANTIES RELATING THERETO. ANY AND ALL EXCEPTIONS HAVE BEEN NOTED WITHIN.

_____	_____
BIDDER	MAILING ADDRESS
_____	_____
SIGNATURE	CITY STATE/ZIP
_____	_____
TYPE/PRINT NAME	DATE
_____	_____
TELEPHONE	TITLE

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

**City of Natchitoches**

**RESOLUTION NUMBER: 088 OF 2012**

**DATE: September 24, 2012**

**RESOLUTION**

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

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

**WHEREAS**, the City of Natchitoches has requested funding assistance from the LA DOTD to/for the acquisition of airfield equipment; and

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

**WHEREAS**, the LA DOTD will provide the necessary funding for the acquisition of airfield equipment and reimburse the sponsor up to \$13,000.00 of project cost.

**NOW THEREFORE, BE IT RESOLVED** by the City of Natchitoches that it does hereby authorize the Mayor to execute an Agreement for the project identified as SPN H.010444, more fully identified in the Agreement attached hereto.

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

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

**YEAS: Morrow, Nielsen, Payne, Mims, Stamey**

**NAYS: None**

**ABESENT: None**

**WHEREUPON**, the Resolution was declared adopted on the 24<sup>th</sup> day of September, 2012.

**CITY OF NATCHITOCHES**

BY: Lee Posey  
(Signature)

Lee Posey  
(Typed or Printed Name)

TITLE: Mayor

ATTEST: Stacy McQueary  
(Signature)

TITLE: Clerk

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

AGREEMENT

STATE PROJECT NO. H.010444  
ACQUISITION OF AIRFIELD EQUIPMENT  
NATCHITOCHEs REGIONAL AIRPORT  
NATCHITOCHEs PARISH

THIS AGREEMENT, made and executed in three (3) original copies on this 4<sup>th</sup> day of October, 2012, by and between the Louisiana Department of Transportation and Development, hereinafter referred to as "DOTD", and the City of Natchitoches, a political subdivision of the State of Louisiana, responsible for all matters pertaining to the Natchitoches Regional Airport, hereinafter referred to as "Sponsor";

WITNESSETH: That;

WHEREAS, the Sponsor has requested funding assistance to finance certain improvements at the Natchitoches Regional Airport as described herein; and,

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

WHEREAS, the Louisiana Legislature has granted approval of the project as listed in the 2012-2013 (Discretionary Funds) Aviation Needs and Project Priority Program; and

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

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

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

### ARTICLE I - PROJECT DESCRIPTION

- 1.1 The improvement that is to be undertaken under this project will consist generally of acquisition of 4x4 truck, mower and sprayer tank.
- 1.2 The project numbers and title of this agreement will be used for identification purposes on all correspondence, plans, progress reports, invoices, et cetera, prepared in the performance of these services.
- 1.3 Sponsor agrees to contribute any additional funds necessary or required for the completion of this project.

### ARTICLE II - PROJECT RESPONSIBILITY

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

### ARTICLE III – CERTIFICATION AND COMPLIANCE

- 3.1 Sponsor certifies by the signing of this agreement that each phase of this project, as well as all documents associated with this project, will be completed in accordance with all applicable Federal and State guidelines and/or regulations. It is solely the responsibility of the Sponsor to certify the appropriate development, completion and authenticity of all work and documents required of the Sponsor throughout this project. Three (3) separate Sponsor Certifications incorporated by reference herein and attached to and made part of this agreement, shall be completed, signed and sent to DOTD after each specified phase of the project as indicated in the Certifications attached hereto.
- 3.2 DOTD does not provide certification of any document nor work performed and is not responsible for same in accordance with Article II as stated above.

### ARTICLE IV – FUNDING

- 4.1 Except for services hereinafter specifically listed to be furnished at the expense of DOTD or the Sponsor if provided in this agreement under Article I, the cost of this project will be reimbursed to the sponsor with DOTD contributing an amount equal to 41% of the project costs not to exceed \$13,000.00. Any other costs beyond \$13,000.00 will be born solely by the sponsor, unless approved by DOTD after a written request is made by the sponsor in accordance with R.S. 2:806.A, 2:807.B and 2:810. All such overages may not be approved until after the project is complete and at the end of the State's fiscal year, to determine if funds are available after all higher priorities have been considered. The Sponsor, at its own expense, may incorporate items of work not eligible for DOTD participation into the construction contract if it so desires.
- 4.2 The continuation of this agreement is contingent upon the appropriation of funds by the

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

#### ARTICLE V – TAXES

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

#### ARTICLE VI - COST REIMBURSEMENTS

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

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

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

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

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

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

#### ARTICLE VII – COST RECORDS

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

#### ARTICLE VIII – ENGINEERING

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

#### ARTICLE IX – REAL PROPERTY ACQUISITION

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

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

#### ARTICLE X - BID PROCESS

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

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

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

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

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

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

#### ARTICLE XI – CONSTRUCTION

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

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

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

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

#### ARTICLE XII – CIVIL RIGHTS

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

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

#### ARTICLE XIII – DBE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE XV - OPERATION & MAINTENANCE RESPONSIBILITY

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

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

#### ARTICLE XVI – HOLD HARMLESS AND INDEMNITY

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

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

#### ARTICLE XVII – CANCELLATION

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

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

ARTICLE XVIII – AMENDMENT

18.1 The parties hereto agree that any change in the project shall be in writing and signed by both parties. DOTD funding participation increases will be approved via letter from DOTD.

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

WITNESSES:

CITY OF NATCHITOCHE

Stacy McQuary  
(Witness for First Party)

BY: Lee Posey  
(Signature)

Hannah Wenz  
(Witness for First Party)

Lee Posey  
Typed or Printed Name

Mayor  
Title

726000931  
Sponsor's Federal Identification Number

**WITNESSES:**

Michelle Darnell  
(Witness for Second Party)

Karen Laffey  
(Witness for Second Party)

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

By: [Signature]  
Assistant Secretary

**RECOMMENDED FOR APPROVAL**

BY: [Signature]  
Division Head

**APPROVED AS TO FORM**

BY: Danielle Gayla  
Aviation Section

BY: Teriya Summerell  
Aviation Section

**CITY OF NATCHITOCHES  
GENERAL FUND BUDGET REPORT  
AS OF AUGUST 31, 2012**

	CURRENT MONTH			YEAR TO DATE				
	TOTAL BUDGET 12/13FY	MONTHLY BUDGET *1	ACTUAL	(OVER) UNDER BUDGET	YTD ACTUAL	ENCUM- BRANCES	UNREALIZED AVAILABLE BALANCE	PERCENT RECEIVED/ EXPENSED
<b>REVENUE</b>	13,936,428	1,161,369	506,170	(655,198.69)	2,341,509		11,594,919	16.80%
<b>EXPENDITURES</b>								
DEPARTMENT:								
CITY HALL / FINANCE	538,096	44,841	38,641	6,200.33	105,572	766	431,759	19.76%
COMMUNITY DEVELOPMENT	691,210	57,601	45,200	12,400.45	126,753	1,243	563,213	18.52%
PLANNING & ZONING	244,159	20,347	16,257	4,089.33	47,785	85	196,289	19.61%
FIRE DEPARTMENT	2,707,610	225,634	206,991	18,643.02	600,701	1,362	2,105,547	22.24%
POLICE DEPARTMENT	4,140,329	345,027	343,009	2,018.31	896,732	1,522	3,242,076	21.70%
ANIMAL SHELTER	152,001	12,667	13,512	(845.45)	31,411	438	120,152	20.95%
PURCHASING	333,251	27,771	22,672	5,098.44	65,216	2,382	265,653	20.28%
CITY GARAGE	230,807	19,234	27,530	(8,295.67)	48,157	1,094	181,556	21.34%
RECREATION *2	870,369	72,531	79,111	(6,580.01)	256,145	6,663	607,561	30.20%
PUBLIC WORKS	1,434,011	119,501	112,949	6,551.57	291,002	23,270	1,119,739	21.92%
INDIRECT EXPENSE	2,377,163	198,097	89,240	108,856.83	742,254	21,970	1,612,939	32.15%
PROGRAMMING & PROMOTIONS	217,422	18,119	15,154	2,964.41	35,442	470	181,510	16.52%
TOTAL GENERAL FUND	13,936,428	1,161,369	1,010,267	151,101.55	3,247,170	61,265	10,627,993	23.74%

FOOTNOTES:

\*1 - 1/12th OF TOTAL BUDGET

\*2 - SEASONAL ACTIVITY

% BUDGET YEAR ELAPSED

% BUDGET EXPENDED

25%

24%

**CITY OF NATCHITOCHEES  
UTILITY (PROPRIETARY) FUND BUDGET REPORT  
AS OF AUGUST 31, 2012**

**CURRENT MONTH**

**YEAR TO DATE**

	TOTAL BUDGET 12/13 FY	MONTHLY BUDGET *1	ACTUAL	(OVER) UNDER BUDGET	YTD ACTUAL	ENCUM- BRANCES	UNREALIZED / AVAILABLE BALANCE	PERCENT RECEIVED/ EXPENSED
<b>REVENUE</b>	40,687,097	3,390,591	3,180,515	(210,077)	9,323,066		31,364,031	22.91%
<b>EXPENDITURES</b>								

**DEPARTMENT:**

UTILITY ADMINISTRATION	298,841	24,903	30,600	(5,696)	84,551	675	213,616	28.52%
WATER	2,056,551	171,379	236,483	(65,104)	477,216	36,840	1,542,495	25.00%
SEWER	1,535,476	127,956	96,684	31,273	295,321	47,618	1,192,537	22.33%
ELECTRIC	27,051,283	2,254,274	2,050,133	204,141	4,174,261	17,843	22,859,179	15.50%
UTILITY BILLING	611,633	50,969	42,344	8,625	118,093	1,472	492,069	19.55%
INFORMATION TECH	325,453	27,121	21,089	6,032	50,980	18,711	255,763	21.41%
INDIRECT	8,807,860	733,988	223,410	510,578	2,013,237	22,750	6,771,873	23.12%

TOTAL UTILITY FUND	40,687,097	3,390,591	2,700,742	689,849	7,213,659	145,907	33,327,531	18.09%
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**FOOTNOTES:**

\*1 - 1/12th OF TOTAL BUDGET

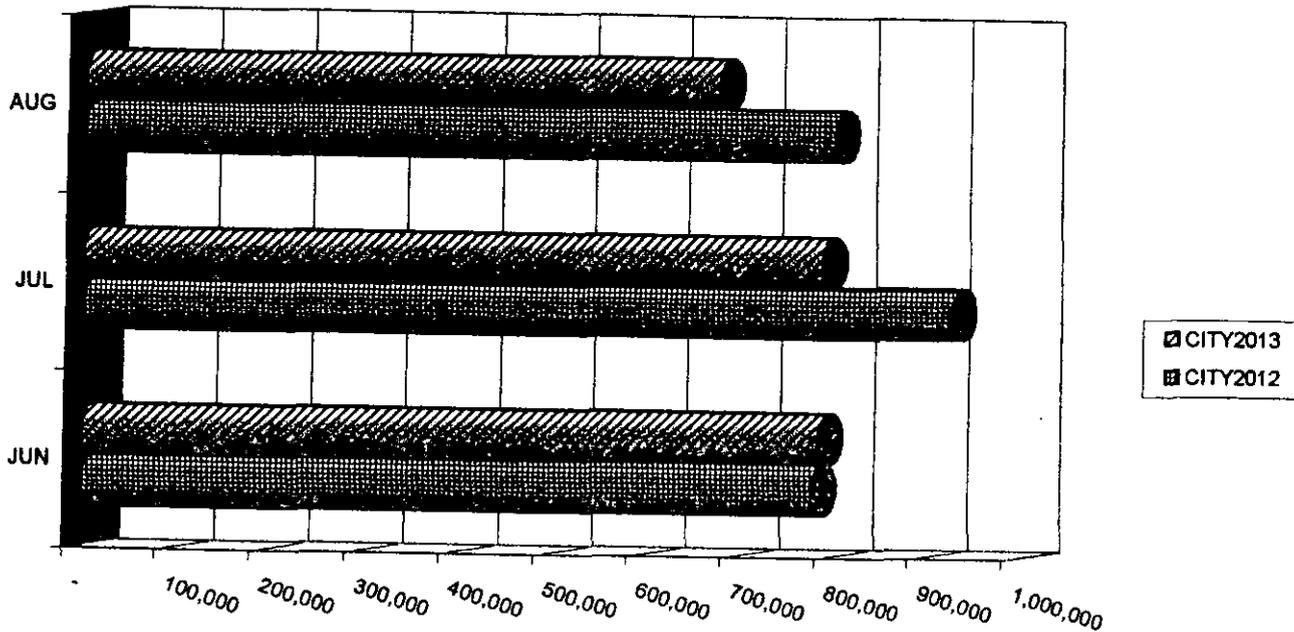
% BUDGET YEAR ELAPSED

25%

% BUDGET EXPENDED

18%

## CITY OF NATCHITOCHEs FISCAL YEAR SALES TAX COLLECTIONS

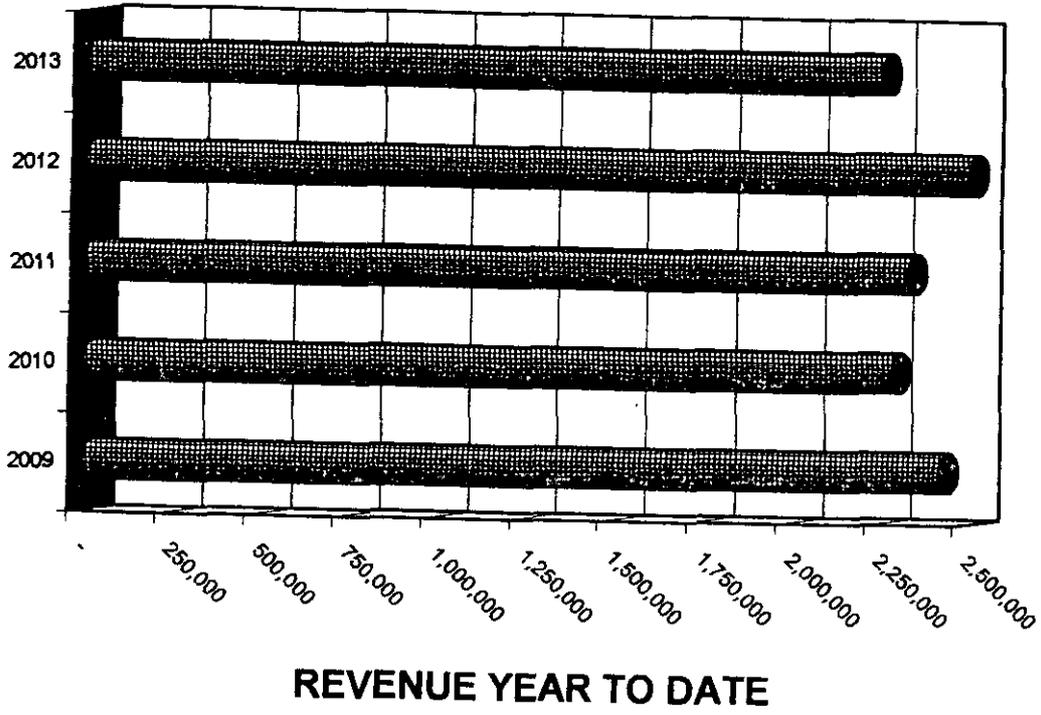


**REVENUE BY MONTHS**

2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	DIFF 12/13	DIFF %
821,444	754,700	745,293	778,326	784,706	6,380	0.82%
841,099	805,871	833,927	925,940	787,124	(138,816)	-14.99%
758,211	723,797	747,034	799,473	675,717	(123,756)	-15.48%

Prepared by: Natchitoches Tax Commission

# CITY OF NATCHITOCHEs FISCAL YEAR SALES TAX COLLECTIONS



PERIOD	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	DIFF 12/13	DIFF %
JUN	821,444	754,700	745,293	778,326	784,706	6,380	0.82%
JUL	1,662,543	1,560,571	1,579,220	1,704,266	1,571,830	(132,436)	-7.77%
AUG	2,420,754	2,284,368	2,326,254	2,503,739	2,247,547	(256,192)	-10.23%

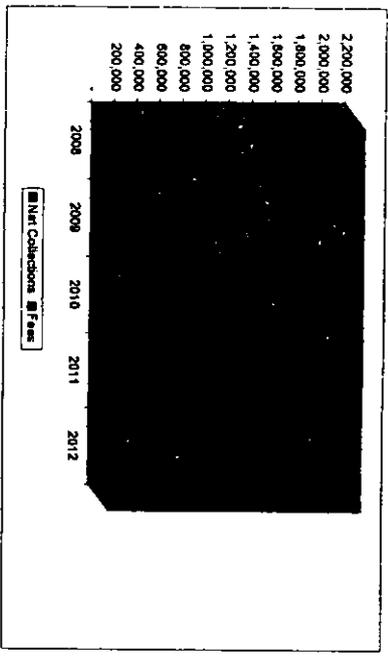
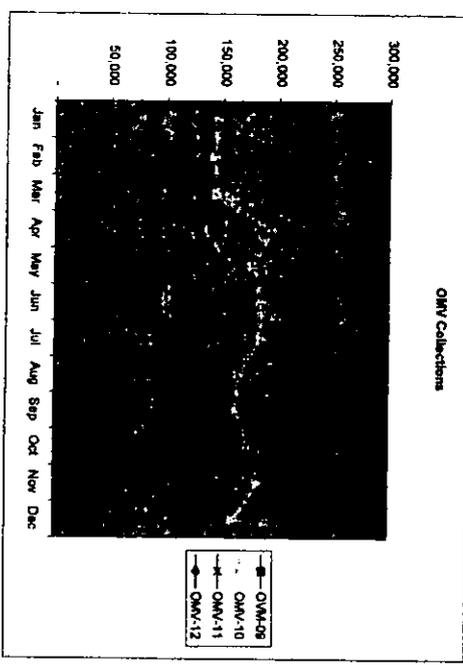
Prepared by: Natchitoches Tax Commission

Natchitoches Tax Commission  
LA Department of Motor Vehicles Sales

Month/Year	2009	2010	2011	2012	12 vs 11
Jan	126,616.65	145,293.08	166,051.63	164,487.36	-2.13%
Feb	132,533.23	142,482.09	173,570.53	205,177.33	18.21%
Mar	129,201.16	144,772.00	157,817.67	166,324.69	5.39%
Apr	140,633.11	194,621.00	239,582.86	217,732.82	-9.12%
May	155,345.06	177,889.00	190,980.40	196,365.55	2.82%
Jun	146,580.54	184,623.00	192,184.32	230,945.64	20.17%
Jul	176,221.17	184,621.89	217,528.02	213,487.75	-1.85%
Aug	162,474.98	164,616.09	177,404.48	227,231.78	28.09%
Sep	156,865.17	162,969.83	193,381.54	220,368.79	13.96%
Oct	166,099.20	173,620.93	179,172.54	-	-100.00%
Nov	137,831.55	183,071.31	165,928.76	-	-100.00%
Dec	114,885.57	180,468.75	186,507.49	-	-100.00%
Totals	\$ 1,745,267.38	\$ 2,018,838.66	\$ 2,242,110.24	\$ 1,642,131.71	

Natchitoches Tax Commission  
Audit Collections

Year	2008	2009	2010	2011	2012	11 vs 12
Collections	353,910.00	349,768.25	368,908.65	1,947,902.68	274,137.26	-86%
Fees	28,315.00	41,048.17	32,897.42	25,945.88	26,723.00	3%
Net Collections	325,595.00	308,720.08	339,214.23	1,921,956.80	247,414.26	-87%



Mr. Pat Jones next presented the Financial Report. Mr. Jones directed the Council to their packets. Mr. Jones explained that the General Funds revenues are at 16.8% and expenditures are at 23.7%. This is with 25% of the fiscal year elapsed. Mr. Jones explained that each budget is in line and we have discussed in the past about the indirect expense and recreation expense and why they are a little higher. Mr. Jones next directed the Council to the Utility Fund Report which shows the revenues at 22.91% and expenditures at 18.09%. Mr. Jones explained that the Fiscal Year Sales Tax Collections report for the month of August shows we are down by \$123,756.00 compared to last August. The Fiscal Year Sales Tax Collections report reflects \$256,192.00 or 10.23% year to date. Our General Fund receives 40% of the sales tax so we are \$102476.00 down for the general fund. We are watching the sales tax and we have some ideas outlined if this does not turn around. We are looking at these months as compared to when Hanesville Shale was here. We are hoping everything levels out. We will have to continue to monitor it month by month and see where we go from here. Mr. Jones explained that the automobile sales have continue to be up at 13.96%. Even though sales tax is down, people are still buying automobiles.

Mayor Posey explained that we had a lot more positive support to the mosquito spraying, than negative, but he just wanted the public to know that the City would never enter into an aerial spray without completely researching and doing everything we can. Mayor Posey commended Mr. Edd Lee for the work he did. The DHH stated there has been no issue to date from the spray. The City of Dallas, Fort Worth and other large municipalities are spraying, but we would never do anything to endanger our citizens. Mr. Edd Lee performed a lot of research on this. We did get the mosquito count we were supposed to perform and we were not even close on the charts, so the spraying is mute.

Mayor Posey state that due to a timing issue on the grant, we had a to call a special meeting on the Thursday after the last meeting for the LGAP Grant for the Fire Department, and the emergency meeting dealing with Exxon Mobil. Mayor Posey stated that we don't like to have to call those special meetings, but we had to react under the circumstances.

Ms. Morrow announced that there will be a Town Hall Meeting on October 1, 2012 at the First Baptist Church on Amulet Street in the Fellowship Hall. Ms. Carol Carter Peterson will be attending the meeting, she is the head of the National Democratic Party. Ms. Morrow invited the public to attend.

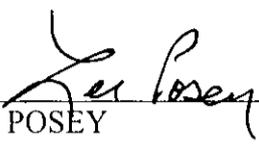
Mr. Morrow further stated on October 12, 2012, there will be a Neighborhood Revitalization Forum. We have a special person coming to appear. This will be at the Martin Luther King Center. Again the public is invited.

Mayor Posey also announced that on October 2, there will be National Night Out and encouraged everyone to attend.

Mr. Nielson announced that Sylvia's National Night Out will be at 6:30 at MLK Center. Mr. Nielson further announced that Ms. Wysinger's National Night Out will be at 6:00 at Town South. He announced that there will be hotdogs and drinks and they are going to try to get the children involved. There are hoping to have a group, The Prodigal Soldiers, to perform out there.

Ms. Morrow further announced they will have the Detention Center Choir, Zumba, and The Boys and Girl's club present at the National Night Out.

With no further discussion, Mr. Payne moved for adjournment, seconded by Ms. Morrow. The meeting was adjourned at 6:40 pm.

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

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