

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
SEPTEMBER 9, 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 26, 2013**
5. **GUEST SPEAKER:** Mr. Bill Wieger – Reduction Of Waste Cooking Oil (WCO) in Sewer Systems
6. **PROCLAMATIONS:**
 - #066 Nielsen** Resolution Declaring September 17 Through September 23, 2013 As Constitution Week (Dr. Colleen Lancaster)
 - #067 Morrow** Resolution Proclaiming Stephen Baldwin Day On Behalf Of The Women’s Resource Center (Becky Stewart, Claire Weaver and Walt Moore)
 - #068 Stamey** Resolution Proclaiming September 19, 2013 As “Drive 4 Pledges Day” (Troy J. Broussard)
7. **PLANNING & ZONING - INTRODUCTION:**
 - #042 Mims** Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows:
Lot 5 Of East Broadmoor Subdivision, Unit #2, Less 0.011 Acre To Highway Department From B-2 To Additional Zoning Of B-A To Sell Beverages Of High And Low Alcoholic Content For Consumption On Premise (**El Jimador, 109 South Dr.**)
8. **ORDINANCES – INTRODUCTION:**
 - #040 Payne** Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For Liquid Chlorine, Approximately 75 Tons, For The Water Treatment Plant (**Bid No. 0540**)
 - #041 Nielsen** Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For Potassium Permanganate, 25kg Containers Only, For The Water Treatment Plant (**Bid No. 0541**)

#043 Stamey Ordinance To Amend Section 16.1-1 Of The Code Of Ordinance Of The City Of Natchitoches, To Provide For An Enlarged "Local Natchitoches Historic District", Which Section Is Located In Chapter 16.1 Of The Code Of Ordinances, Entitled Historic District,, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance.

#021 Mims Ordinance Authorizing The Mayor Of the City Of Natchitoches, Louisiana, To Enter Into An Agreement With Michael And Judith Hinds For The Excavation And Removal Of Dirt Fill From Property Located On Laird Fletcher Road For Use At The Proposed City Of Natchitoches Police Shooting Range, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance

9. **ORDINANCES – FINAL:**

#036 Morrow Ordinance Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute A Lease In Favor Of Med-Trans Corporation, Of A Portion Of Lot 1A Of The Natchitoches Regional Airport As Shown On The Airport Layout Plan Of April 27, 2001, By Alliance Incorporated And Further Providing For Advertising Of The Lease And An Effective Date

#038 Payne 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.

10. **RESOLUTIONS:**

#069 Payne Resolution Addressing Engineering Aspects Of The Proposed FY 2014 – FY 2015 Louisiana Community Development Block Grant Project

#070 Stamey Resolution Addressing Administrative Aspects Of The Proposed FY 2014 – FY 2015 Louisiana Community Development Block Grant Project

11. **ANNOUNCEMENTS:** The next scheduled City Council meeting will be **September 23, 2013.**

12. **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 9, 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, September 9, 2013 at 5:30 p.m.

There were present:

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

Guests: Mr. Bill Wieger, Dr. Coleen Lancaster, Becky Stewart and Claire Weaver

Absent: Councilman David Stamey

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

Mayor Posey then called for the reading and approval of the minutes for the August 26, 2013 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Mr. Nielsen. The roll call vote was as follows:

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

Mayor Posey introduced Mr. Bill Wieger. Mr. Wieger stated I am from Pineville and part owner in a biodiesel plant. I am pleased to present to you a win-win-win deal for the town, us and small business. This is a proposal with no cost to the City and could eliminate waste cooking oil from your system. That is our feed stock. We buy it in quantity on rail cars and container trucks and such. There is a whole element in the waste universe I'd like to tap and expand our universe for feed stock. What it amounts to is having a place that would accommodate people dropping off their waste oil and grease. There is such a place in actual available in Natchitoches. The purpose of this is to get the town council behind it and show you can promote for the benefit of the town and promote small business. This is an incentive kind of thing. This is not a give away deal. For example, if you are having a fundraiser and cooking with oils and then take this waste to a facility and get paid for it. We, in turn, would pay the facility for the material going to the plant. So, in actuary, it creates a win-win-win kind of thing all the way across the board. As I said, this is our feed stock. We convert this into biodiesel, a very high quality diesel. There are efforts in this kind of thing. Nobody in the United States, to my knowledge, has ever approached it from this incentive standpoint. It is our feed stock and it costs us money to buy it by the tanker loads. Logically, we ought to offer an incentive to the citizens around, keep it out of your system and everybody benefits. It's a parallel to taking aluminum cans and getting paid for them. It's simple. We will provide a tank of 250 to 300 gallons and when it gets filled we will pick it up. The way the City would participate would be by way of the utility bills. Just a tag line or a little insert in the utility bills and keep the oils out of your own system. Mayor Posey asked where this program is in place right now? Mr. Wieger stated in the

packet provided there are pictures. There is a picture in Ville Platte showing the tank to be picked up there. This was done by way of the Can Man there. They done enough promotion to generate the beginning Mayor Posey asked where else this is going on? Mr. Wieger stated its just beginning. Mayor Posey asked how will people bring it? Is the gentleman from Muffles here tonight? Mr. Wieger stated he is not here, he was not available. Mayor Posey asked how the people transfer it and bring it to Mufflex? Mr. Wieger stated that people buy it in containers. They can accumulate a few jugs and transport it. Mayor Posey asked if there was a larger container they could provide, because most of the restaurants out there are dealing with someone already to save all of their oils. Mr. Wieger stated that is very normal. There is no conflict with the other companies that pick up from restaurants. Mr. Wieger stated he would like to point out a picture in the packet provided that shows the City of Austin. The Mayor there is quoted as being all excited. There are two locations in the City of Austin where people can take their waste oil. Well, that is nothing in a city the size of Austin. There is no incentive there. What I am proposing here is an incentive all the way around. Mayor Posey asked what the return would be for a gallon of oil. Mr. Wieger stated he had no control over that. Mayor Posey stated so that is up to the person at Mufflex? Mr. Wieger stated this is correct. Mayor Posey asked if anyone had any questions? Mayor Posey stated that he personally thinks this is a good thing and I would be asking all of the hard questions for advisement. I would like to know the name of the person in Ville Platte if you could get me that, and the name of people on the Council and the Mayor down there. Mr. Wieger stated I have had a little difficulty with the City officers in Ville Platte and I haven't been able to get a return call or anything from the Mayor there. Last Friday I made contact with the fellow responsible for waste and he is going to take it to the City Council. The thing at Ville Platte is proof of concept and is an example for the City. I get my orders from District 3 in Pineville. The water system sends out stuff saying don't pour oils down the drain. What we are asking the City to do is get the word out and encourage them. The City of Shreveport just came out with a poster. They are very serious about this problem. The posters say "don't release the grease" and "make peace with your pipes" with emphasis on what could be done with practically no effort. Mayor Posey asked if anyone had any questions. Mr. Mims ask if it was his intent to market through our Utility Department? Mr. Wieger stated that would be our plan. Mr. Mims asked what Mr. Wieger was doing right now to get this up and going. Mr. Wieger stated I am dealing with about 20 municipalities, all with the same pitch. And another thing is that you are fortunate, for instance, what I call our orbit, from Shreveport to Lafayette, from Monroe to Jennings, so the municipalities are fortunate that there could be an incentive for doing this because it's not everywhere that you have a site or location that can handle this stuff as its feedstock and anything further, as far as working with a person that could do this. Mayor Posey asked so you just want communication through our utility bills of what is available? Mr. Wieger stated that is what I am asking. Ms. Morrow asked Mr. Wieger if he had any information he could hand out? Mr. Wieger stated that he thought everyone got a copy of the handout and there are some on the table. Mayor Posey stated again, I think this is a good thing. I probably don't want to know where all the used oil in the community is going right now so I would think this would do nothing to hurt us and would improve our recycling. I can't make any promises but I would like to hear back from you. We have the easy job and it would be up to the public to respond. Mayor Posey asked if there were any other questions. Mr. Nielsen asked if this was available right now? Mr. Wieger stated yes. If you want to recycle your oil, even if you don't get paid for it, you could take it up to Mufflex. He has only received a few jugs. Mr. Nielsen asked if you can take in any volume, with no minimum. Mr. Wieger stated there was no minimum. Mr. Wieger stated that he looked forward to the Council giving this some serious thought and thanked the Council. Mayor Posey thanked Mr. Wieger

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

RESOLUTION NO. 066 OF 2013

**PROCLAMATION DECLARING SEPTEMBER 17 THROUGH
SEPTEMBER 23, 2013 AS CONSTITUTION WEEK**

WHEREAS, on September 17, 1787, delegates of the United States to the Constitutional Convention signed the Constitution and sent it to the states for ratification; and

WHEREAS, the states, in the collective wisdom of their citizens, insisted on appending a Bill of Rights to the Constitution; and

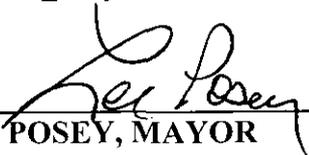
WHEREAS, in remembrance of the signing of the Constitution and in recognition of the Americans who strive to uphold the duties and responsibilities of citizenship, the U. S. Congress in 1952 designated September 17 as **Citizenship Day**, and by joint resolution of August 2, 1956, requested that the President proclaim the week beginning September 17 and ending September 23 of each year as “Constitution Week”.

NOW, THEREFORE, I, Lee Posey, Mayor of the City of Natchitoches, do hereby proclaim **September 17, 2013**, as **Citizenship Day** and **September 17 through 23, 2013** as **Constitution Week** and encourage Federal, State and local officials, as well as leaders of civic, social, and educational organizations, to conduct ceremonies and programs that celebrate our Constitution and reaffirm our commitment as citizens of our great Nation.

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

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

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 4
Ayes to 0 Nays on this 9th day of September, 2013.



LEE POSEY, MAYOR

Mayor Posey introduced Dr. Coleen Lancaster. Mr. Nielsen stated that Dr. Lancaster and her group, Daughters of the American Revolution, work very hard. Mr. Nielsen presented the Proclamation to Dr. Lancaster. Dr. Lancaster thanked the Council and stated I represent and work with the DAR Chapter that is local here in Natchitoches. It is called the St. Denis Chapter. DAR Nationally got the President of the United States to declare this particular situation which is a celebration United States wide, and so every Mayor and every governor and every council is supposed to be given a proclamation. That's why I'm standing here for the third year. Maybe it will happen more. I would like to point out that Natchitoches is celebrating a tri-centennial, which is 300 years, in 2014. The Constitution is 226 years old so to know that we were established and running and doing fine way before 1776 when the revolution came and we became a Nation and living under the Constitution. Almost every place is run by some set of little rules and that is what the Constitution is. There will be an exhibit at the Natchitoches Parish Library if anyone is passing by there. You may enjoy looking at it. My sister is visiting from Florida and I asked her to take a picture of Mr. Nielsen giving me this presentation. Dr. Lancaster explained that the exhibit will be at the library on September 17 and will run through about 2 weeks. It is a nice thing to bring any kind of school group and children to see. Mayor Posey told Dr. Lancaster thank you for what you do for our community. Dr. Lancaster thanked the Mayor and Council.

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

RESOLUTION NO. 067 OF 2013

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

WHEREAS, The Women's Resource Center, a pregnancy help medical clinic, was founded in 1989 as a non-profit organization to offer services, assistance and guidance to young women facing difficult life situations most often due to unplanned pregnancies; and

WHEREAS, In 2006, the Women's Resource Center became a Pregnancy Help Medical Clinic that offered material assistance as well as obstetrical, ultrasound, prenatal education, breastfeeding assistance and post partum follow-up; and

WHEREAS, the staff of the Women's Resource Center consists of trained volunteers, including registered nurses, as well as the donated time of Dr. Martin Aviles who oversees medical issues of the Center; and

WHEREAS, the Women's Resource Center is the largest organization of its type and scope in Central Louisiana; and

WHEREAS, the Women's Resource Center will be hosting the annual "Celebration of Life" fundraising gala on Thursday, September 26, 2013 at the Natchitoches Events Center at which Actor and Director Stephen Baldwin will be the keynote speaker; and

WHEREAS, the City of Natchitoches wishes to honor Mr. Stephen Baldwin in his life crusades and taking time from his busy schedule to promote the mission of the Women's Resource Center.

NOW, THEREFORE, I, LEE POSEY, Mayor of the City of Natchitoches, hereby proclaim, Thursday, September 26, 2013, as

Stephen Baldwin Day

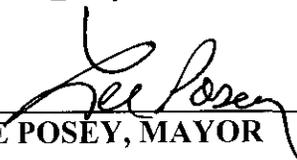
in the City of Natchitoches in honor of the dedication and contributions of Mr. Stephen Baldwin.

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

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

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 4

Ayes to 0 Nays on this 9th day of September, 2013.



LEE POSEY, MAYOR

Ms. Morrow introduced Ms. Becky Stewart. Ms. Morrow said they do a great job and it's a wonderful place for young people who are having problems. Ms. Morrow presented the Proclamation to Becky Stewart and Clair Weaver on behalf of the City of Natchitoches. Becky Stewart thanked the Council for the proclamation and said this helps bring awareness to the Women's Resource Center and about our gala and fund raiser. Ms. Stewart said we have a chance to help a young woman today, and the Women's Resource Center helps all of the people of the City of Natchitoches. In just one week we had a 50 year old and a 35 year old grandmother, so our spectrum is huge. We serve about 500 young women each year. Not all are pregnancies, anyone is welcome in our doors. We want to help anyone make life affirming decisions whether it is prenatal care, choices with adoption, whatever. Sometimes when you are facing a pregnancy, you need support. We are there for one year after the babies are born and in order to do this work, because we are a non-profit, we have to raise the funds to do this. We host an annual gala in September and I will let Clair Weaver tell you about that but typically we always invite a high profile person to Natchitoches. That's why the Mayor and the Council have always done this proclamation to make their day special. We have had some really nice folks come to town and they are always very impressed with the City and this particular year we are having Stephen Baldwin. Ms. Stewart stated that today we hosted a film crew, one person from Chicago, one from California and one from Kansas, to do a documentary on our center here in Natchitoches. They visited us a few months ago and were so impressed. This documentary will be shown at a national film festival. Because of the work we are doing and the lives we are reaching right here in this little bitty town, they were just blown away. We are pretty proud of that. Ms. Stewart introduced Ms. Clair Weaver. Ms. Weaver thanked Mayor Posey and the Council and the City of Natchitoches for all that they do for the Women's Resource Center. Every year it gets better and better for us. We see more women and we take care of more children and the community seems to come out bigger and better and continue to support us. Ms. Weaver stated that they go through a ritual each year to choose a speaker and this year we choose Mr. Baldwin and we contacted him and we waited and waited and waited. Finally we heard back from him and it turns out that the reason it took so long for him to respond was that he was checking on the Women's Resource Center. He wanted to make sure we were legitimate and we had a mission statement that he believes in and he wanted to make sure he could focus on us and tie his Christianity with what we stood for. I feel that was a compliment for the Women's Resource Center. The Gala will be September 26 and will be at the Event's Center. It is wonderful how this community will attend a function that doesn't have a dance or alcohol and I just want to take this opportunity to say I thank you very much. Mayor Posey thanked the ladies for their hard work. Mayor Posey further stated that you will have an unbelievable night. The first time I went, I was pleasantly surprised and now you want to go back. It is unbelievable what this helps and I just want to thank you and say I appreciate you.

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

RESOLUTION NO. 068 OF 2013

PROCLAMATION

DRIVE 4 PLEDGES DAY

WHEREAS, the City of Natchitoches holds the health and safety of its teenagers and adults as a chief concern; and

WHEREAS, Through ItCanWait.com, Facebook, text-to-pledge, tweet-to-pledge and events, more than 2 million people have committed to never text and drive; and

WHEREAS, 98 percent of American commuters know sending a text or email while driving is not safe; and

WHEREAS, Nearly 50 percent of commuters text while behind the wheel; and

WHEREAS, More than 40 percent of commuters who text while driving reported the activity as being a habit; and

WHEREAS, A driver that sends a text message while driving not only jeopardizes his or her safety, but also the safety of passengers, pedestrians, and other drivers.

NOW, THEREFORE, I, Lee Posey, Mayor, and the Natchitoches City Council, do hereby proclaim September 19, 2013 as:

“Drive 4 Pledges Day – September 19, 2013”

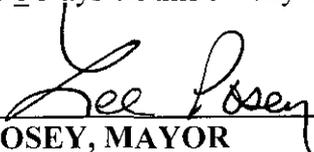
in the City of Natchitoches and encourage all citizens to participate in the “Drive 4 Pledges Day by not texting while driving.

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

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

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 4

Ayes to 0 Nays on this 9th day of September, 2013.



LEE POSEY, MAYOR

Mayor Posey introduced Mr. Troy J. Broussard. Mr. Broussard thanked the Mayor and the City Council for helping with this proclamation. There is really very important and I want to share three quick things with you. First, awareness, know the risk, 75 percent of teenagers say that texting and driving is very common among their friends. What can we do? Take the pledge. Go on-line and go to itcanwait.com and take the pledge. The third thing I want you to do is influence somebody. Speak up, 90 percent of people say that if someone in the car would just say please don't text and drive, you know what would happen? They would not text and drive. Mr. Broussard thanked the Mayor and the Council for the opportunity to speak with you and I appreciate the City of Natchitoches for taking that pledge.

The following Ordinance was introduced by Mr. Mims at the Natchitoches City Council meeting held on September 9, 2013 as follows:

ORDINANCE NO. 042 OF 2013

AN ORDINANCE AMENDING ORDINANCE NO. 64 OF 2001 BY CHANGING ZONING CLASSIFICATION OF PROPERTY DESCRIBED AS FOLLOWS:

LOT 5 OF EAST BROADMOOR SUBDIVISION, UNIT #2, LESS 0.011 ACRE TO HIGHWAY DEPARTMENT FROM B-2 TO ADDITIONAL ZONING OF B-A TO SELL BEVERAGES OF HIGH AND LOW ALCOHOLIC CONTENT FOR CONSUMPTION ON PREMISE

(109 South Dr.)

WHEREAS, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of September 3, 2013 that the application of **Juan Guterrez, d/b/a El Jimador II** to rezone the property described above from B-2 to additional B-A to sell beverages of high and low alcoholic content for consumption on premises (109 South Drive), be **APPROVED**.

The following Ordinance was introduced by Mr. Payne at the Natchitoches City Council meeting held on September 9, 2013 as follows:

ORDINANCE NO. 040 OF 2013

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs TO AWARD THE BID FOR LIQUID CHLORINE, APPROXIMATELY 75 TONS, FOR THE WATER TREATMENT PLANT

(BID NO. 0540)

WHEREAS, Resolution No. 050 of 2013 was passed by the Natchitoches City Council on July 22, 2013 authorizing the Mayor to advertise and open bids for liquid chlorine, approximately 75 tons, for the Water Treatment Plant, Bid No. 0540;

WHEREAS, this bid was advertised in the *Natchitoches Times* on July 27, August 3, August 10, August 17, and August 24, 2013 in accordance with law; and

WHEREAS, two bid proposals were received and opened as follows:

- (1) Brenntag Southwest, Inc.,
Houston, TX..... \$471.00 per ton

- (2) DPC Enterprises
Reserve, LA \$575.00 per ton

WHEREAS, on August 29, 2013, the appointed committee members, Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Bryan Wimberly, Director of Utilities, Councilman Don Mims, reviewed the bids received; and

WHEREAS, the above appointed committee members were unanimous in its decision to award the bid to the lowest bidder, **Brenntag Southwest, Inc.**, of Houston, TX in the amount of \$471.00 per ton.

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



CITY OF NATCHITOCHES
PURCHASING DEPARTMENT

August 29, 2013

Mayor Lee Posey
City Hall
Natchitoches, LA 71457

Dear Mayor Posey;

The appointed committee of Pat Jones, Edd Lee, Don Mims and Bryan Wimberly has reviewed two proposals for bid number 0540, for the purchase of 75 tons liquid chlorine.

The committee was unanimous in its decision to award the bid to the lowest bidder, Brenntag Southwest, Inc., Houston, TX, in the amount of \$471.00 per ton. The other bidder was DPC Enterprises of Reserve, LA, in the amount of \$575.00 per ton.

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

The committee requests ratification of this award at the next meeting of the City Council.

Very truly yours,

Pat Jones
Director of Finance

Don Mims
Councilman At Large

Bryan Wimberly
Director of Utilities

Edd Lee
Director of Purchasing

The following Ordinance was introduced by Mr. Nielsen at the Natchitoches City Council meeting held on September 9, 2013 as follows:

ORDINANCE NO. 041 OF 2013

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs TO AWARD THE BID FOR POTASSIUM PERMANGANATE, 25kg CONTAINERS ONLY, FOR THE WATER TREATMENT PLANT

(BID NO. 0541)

WHEREAS, Resolution No. 051 of 2013 was passed by the Natchitoches City Council on July 22, 2013 authorizing the Mayor to advertise and open bids for potassium permanganate, 25kg containers only, for the Water Treatment Plant, Bid No. 0541;

WHEREAS, this bid was advertised in the *Natchitoches Times* on July 27, August 3, August 10, and August 17, 2013 in accordance with law; and

WHEREAS, one bid proposal was received and opened on August 29, 2013 as follows:

- (1) **Harcros Chemicals**
Shreveport, LA..... \$2.95 per pound

WHEREAS, on August 29, 2013, the appointed committee members, Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Bryan Wimberly, Director of Utilities, Councilman Don Mims, reviewed the bids received; and

WHEREAS, the above appointed committee members were unanimous in its decision to award the bid to the lowest responsive bidder, **Harcros Chemicals**, of Shreveport, LA in the amount of \$2.95 per pound.

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



CITY OF NATCHITOCHES
PURCHASING DEPARTMENT

August 29, 2013

Mayor Lee Posey
City Hall
Natchitoches, LA 71457

Re: Bid number 0541 – Potassium Permanganate

Dear Mayor Posey;

The appointed committee of Pat Jones, Edd Lee, Don Mims and Bryan Wimberly, has reviewed the bid proposal for the purchase of 15 tons potassium permanganate.

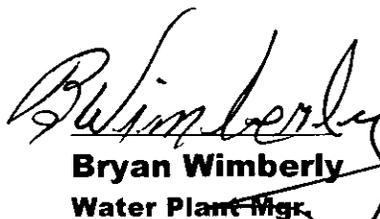
The committee was unanimous in its decision to award the bid to the lowest responsive bidder, Harcros Chemicals, of Shreveport, LA in the amount of \$2.95 per pound.

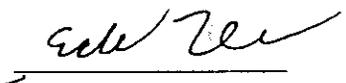
All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.

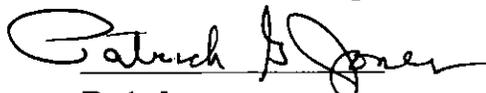
The committee requests ratification of this award at the next meeting of the City Council.

Very truly yours,


Don Mims
Councilman At Large


Bryan Wimberly
Water Plant Mgr.


Edd Lee
Director of Purchasing


Pat Jones
Director of Finance

The following Ordinance was introduced by Mr. Nielsen at the Natchitoches City Council meeting held on September 9, 2013 as follows:

ORDINANCE NUMBER 043 OF 2013

AN ORDINANCE TO AMEND SECTION 16.1-1 OF THE CODE OF ORDINANCE OF THE CITY OF NATCHITOCHEs, TO PROVIDE FOR AN ENLARGED "LOCAL NATCHITOCHEs HISTORIC DISTRICT", WHICH SECTION IS LOCATED IN CHAPTER 16.1 OF THE CODE OF ORDINANCES, ENTITLED HISTORIC DISTRICT,, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.

WHEREAS, the limits of the Local Natchitoches Historic District are set forth in Section 16.1-1 of the Code of Ordinances of the City of Natchitoches; and

WHEREAS FURTHER, after a review by the Office of the Mayor, a recommendation has been made that the limits of the Local Historic District be amended to include an additional area; and

WHEREAS FURTHER, the recommendation is that the limits of the Local Historic District be enlarged to include an area to the North of the exiting limits, including areas along Louisiana Highway 6 (also known as Washington Street); and

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

WHEREAS FURTHER, the City Council of the City of Natchitoches, Louisiana, desires to amend the Code of Ordinances of the City of Natchitoches in order to amend and re-enact Section 16.1-1 of the Code of Ordinances 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. Section 16.1-1 of the Code of Ordinances of the City of Natchitoches is hereby amended and re-enacted to read as follows:

“Sec. 16.1-1. Definition of historic district.

(a) The Historic District of the City of Natchitoches shall include the area recognized as a national landmark, as well as an area lying outside of the national landmark, which area are more fully defined in the following two (2) paragraphs. The Natchitoches Historic District shall be comprised of both areas.

(b) The following area of the City of Natchitoches is hereby designated as the "Natchitoches Historic District, A National Landmark":

Beginning at the corner of Texas and Washington Streets in the City and Parish of Natchitoches, Louisiana, and thence running southerly along Washington Street to its intersection with Pavie Street and thence running westerly along Pavie Street to Third Street; thence southerly along Third Street to Church Street; thence westerly along Church Street to its intersection with Fourth Street; thence southerly along Fourth Street to its intersection with Amulet Street; thence easterly along Amulet Street to New Second Street; thence southerly along New Second Street to its intersection with College Avenue; thence easterly along College Avenue to a point where College Avenue as extended would intersect Cane River Lake; thence up Cane River Lake in a northerly direction to the wooden bridge and thence easterly along Keyser Avenue to its intersection with Williams Avenue; thence northerly along Williams Avenue to a point where Texas Street, if extended, would intersect Williams Avenue; thence westerly across Cane River to the point of beginning. The historic district above designated shall include all building sites or lots and all structures, houses, or other buildings facing any of the streets on the perimeter of the area.

(c) The following areas of the City of Natchitoches are hereby designated as the "Local Natchitoches Historic District," being that area of the historic district outside of the landmark district:

(1) Beginning at the corner of Keyser Avenue and Williams Avenue in the City and Parish of Natchitoches, Louisiana, and thence northerly along Williams Avenue to its intersection with the downtown or Church Street bridge; thence westerly across the downtown or Church Street bridge to its intersection with Cane River Lake; thence southerly along Cane River Lake to its intersection with the wooden bridge; thence easterly along the wooden bridge and Keyser Avenue to its intersection with Williams Avenue, the point of beginning. The historic district above designated shall include all building sites or lots and all structures, houses, or other buildings facing any of the streets on the perimeter of the area.

(2) Beginning at corner of Third Street and Buard Street in the City and Parish of Natchitoches, Louisiana, and thence running westerly along Buard Street to its intersection with Fifth Street; thence southerly along Fifth Street to its intersection with Lafayette Street; thence westerly along Lafayette Street to its intersection with Sixth Street; thence southerly along the right-of-way of Sixth Street to its intersection with St. Denis Street; thence westerly along the right-of-way of St. Denis Street to its intersection with the right-of-way of the Texas and Pacific Railroad; thence southerly along the right-of-way of the Texas and Pacific Railroad to its intersection with Trudeau Street; thence easterly along Trudeau Street to its intersection with Fifth Street; thence Southerly along Fifth Street to its intersection with Touline Street; thence easterly along Touline Street to its intersection with Fourth Street; thence northerly along Fourth Street to its intersection with Church Street; thence easterly along Church Street to its intersection with Third Street; thence northerly along third Street to its

intersection with Buard Street, the point of beginning. The historic district above designated shall include all building sites or lots and all structures, houses, or other buildings facing any of the streets on the perimeter of the area.

(3) Beginning at the corner of Texas and Washington Streets in the City and Parish of Natchitoches, Louisiana, and thence northerly along Washington Street to its intersection with Ark Street; and thence easterly to the water's edge of Cane River Lake; thence southerly along the water's edge of Cane River Lake to a point where Texas Street, if extended, would intersect the water's edge of Cane River Lake; thence westerly to the point of beginning. The historic district above designated shall include all building sites or lots and all structures, houses, or other buildings facing any of the streets on the perimeter of the area.

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.

Mayor Posey stated this is the Cane River Bar and Grill and they felt that when they opened they were going to be able to do everything every other restaurant in the Historic District does to sell the beverages they want to sell and they are still under the 60/40 rule of the City of Natchitoches. When this was brought to our attention, it was to correct something that every other restaurant does. We are hoping this will help clean up the corridor coming into the City of Natchitoches as town businesses change out. It does have some effect for the future, but it would all have to be approved by the Council. If the Historic District wanted to expand to take in some other structures, they are available to do that. Mayor Posey asked Ms. Juanita Fowler if he explained that right.

Ms. Fowler explained that the attorney actually described the property and it will go a little past the Cane River Bar and Grill. It will actually take in those properties from Texas to Washington Streets, from that point up to the Cane River Bar and Grill and on either side of Washington Street. We will serve notice to the property owners that they are subject to the rules and regulations of the Historic District Ordinance as it related to exterior design, any repairs or paint that takes place.

Mr. Creighton of 218 Second Street in Natchitoches stated you mentioned they will have to make some changes to the property and they have to come to the standards of the Historic District so this will cost them some money.

Ms. Fowler stated the implications of coming into the District are that if you make renovations to your property, then an application be made to the Historic District for review.

Mr. Creighton stated his concern is people who are poor in the area. What are the negatives of this? Is there a chance of it causing a hardship on the owner?

Mayor Posey stated I personally don't see anything changing in that area and some of the people in the Historic District can get tax breaks and that sort of thing. I personally believe there are more positives than negatives. There will be no changes that we will require the owner to do. In time, as the owners apply, I wouldn't think the paint would be more expensive if it were one color or another. Only the paint color would have to be approved.

Ms. Fowler explained the request did not come from the Historic District. It was prompted by the owner of the bar and grill.

Mr. Creighton stated I am concerned about the people being surprised by the change and I don't want that to happen to people. I know this is going to benefit the bar owner, but I don't see any evidence that the community is behind this and I think the community should have more voice in this.

Mr. Mims stated this is for introduction only tonight right? And you are going to do that same thing I am going to do. I'm going to drive by there and take a look at the property. I may be wrong, but I believe the only rental is commercial so it shouldn't be that much of a hardship for the renters. Mr. Mims stated that this is only the property on Washington Street and does not extend to Highland Park.

Ms. Morrow explained this is just for introduction tonight.

Mr. Mims explained that all of these properties are grandfathered in and they don't have to go and change the look of the property, but as time goes on, they will eventually want to update. As far as the people renting, the repairs will fall on the property owners.

Mayor Posey explained it took a long time for our historic district to evolve. By adding this in there are not going to be any household changes, but 10 or 20 years you might see people that are willing to invest in some structures. I didn't realize you were talking about going back further into the area. This is only the property there on Washington Street to Park Street. Mayor Posey asked if there were any further questions.

The following Ordinance was introduced by Mr. Mims at the Natchitoches City Council meeting held on September 9, 2013 as follows:

ORDINANCE NO. 021 OF 2013

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, LOUISIANA, TO ENTER INTO AN AGREEMENT WITH MICHAEL AND JUDITH HINDS FOR THE EXCAVATION AND REMOVAL OF DIRT FILL FROM PROPERTY LOCATED ON LAIRD FLETCHER ROAD FOR USE AT THE PROPOSED SHOOTING RANGE FOR THE CITY OF NATCHITOCHEs, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.

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

WHEREAS FURTHER, the City is planning the construction of a shooting range on City owned property located on Laird Fletcher Road for the use of members of the City of Natchitoches Police Department; and

WHEREAS FURTHER, the City will have need for dirt or other fill to construct a berm at the shooting range; and

WHEREAS FURTHER, Michael Hinds and Judith Hinds (sometimes hereinafter referred to collectively as "Hinds") are the owners of a 4.42 acre tract of ground located on the South side of Laird Fletcher Road, which said 4.42 acre tract is shown and depicted on a certificate of survey by Robert Lynn Davis, Registered Land Surveyor, dated September 20, 2005, a copy of which is attached hereto; and

WHEREAS FURTHER, the Hinds have offered fill dirt to the City to be excavated and removed from the property of the Hinds by the City and transported by the City to the site of the proposed shooting range; and

WHEREAS FURTHER, the excavation of fill dirt would be limited to the front, or Northern 655 feet of the 4.42 acre tract and would be to a depth of eight to ten feet; and

WHEREAS FURTHER, as consideration for the fill dirt, the City will agree to indemnify, hold harmless, and defend the Hinds from any property damage or personal injury that occurs on the property of the Hinds during the excavation or removal of fill dirt from the property of Hinds, will taper the slopes of the resulting hole, and will leave the property clean of debris; and

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

WHEREAS FURTHER, this ordinance was tabled at the City Council meeting held on May 13, 2013.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, Louisiana, that the Mayor of the City of Natchitoches, Lee Posey, is hereby authorized to execute the attached Agreement with Michael Hinds and Judith Hinds.

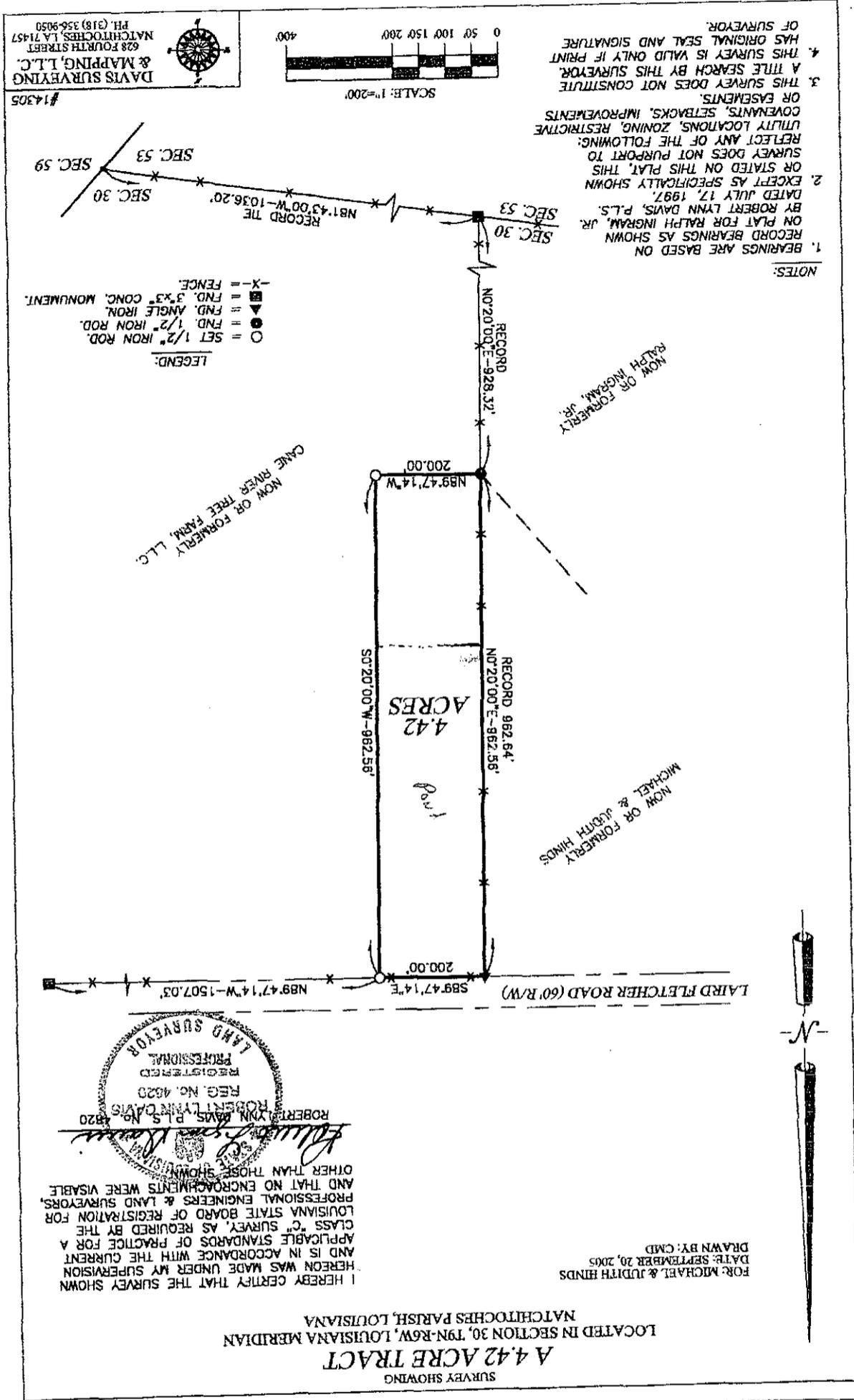
BE IT FURTHER ORDAINED that the terms of the Agreement, attached hereto, are approved and accepted by the City Council of the City of Natchitoches, Louisiana.

BE IT FURTHER ORDAINED that if any part of this Ordinance is for any reason held to be unconstitutional or invalid, by a Court of competent *Jurisdiction*, such decision shall not effect the validity of the remaining portions of this Ordinance, and the invalidity shall be limited to that specific portion so declared to be invalid.

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

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

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



WHEREAS FURTHER, the City will have need for dirt or other fill to construct a berm at the shooting range; and

WHEREAS FURTHER, the Hinds have offered fill dirt to the City to be excavated and removed from the property of the Hinds by the City and transported by the City to the site of the proposed shooting range; and

WHEREAS FURTHER, the excavation of fill dirt would be limited to the front, or Northern 655 feet of the 4.42 acre tract and would be to a depth of eight to ten feet; and

WHEREAS FURTHER, as consideration for the fill dirt, the City will agree to indemnify, hold harmless, and defend the Hinds from any property damage or personal injury that occurs on the property of the Hinds during the excavation or removal of fill dirt from the property of Hinds, will taper the slopes of the resulting hole, and will leave the property clean of debris; and

WHEREAS FURTHER, the City and Hinds have agreed to enter into an Agreement under which the Hinds will allow the City to excavate fill dirt on the property of Hinds and the City will excavate fill dirt as directed on the Hinds property and will further agree to indemnify, hold harmless, and defend the Hinds from any property damage or personal injury that occurs on the property of the Hinds during the excavation or removal of fill dirt from the property of Hinds, will taper the slopes of the resulting hole, and will leave the property clean of debris; and

NOW THEREFORE, the City of Natchitoches, Louisiana, a municipal corporation, represented herein by Honorable Lee Posey, Mayor, duly authorized to act herein pursuant to Ordinance Number 021 of 2013, and the Hinds, do hereby enter into the following agreement:

The Hinds will allow the City to excavate fill dirt from the 4.42 acre tract of ground located on the South side of Laird Fletcher Road, which said 4.42 acre tract is shown and depicted on a certificate of survey by Robert Lynn Davis, Registered Land Surveyor, dated September 20, 2005, a copy of which is attached hereto.

In exchange for the fill dirt, the City agrees:

- 1) To limit excavation to the front, or Northern 655 feet of the 4.42 acre tract and to limit the excavation to a depth of eight to ten feet.
- 2) To indemnify, hold harmless, and defend the Hinds from any property damage or personal injury that occurs on the property of the Hinds during the excavation or removal of fill dirt from the property of Hinds.
- 3) To taper the slopes of the resulting hole, and will leave the property of Hinds clean of debris.

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:

MICHAEL S. HINDS

JUDITH P. HINDS

CITY OF NATCHITOCHEs

By: LEE POSEY, MAYOR

NOTARY PUBLIC

Print Name _____

Notary # _____

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

ORDINANCE NO. 036 OF 2013

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, LEE POSEY, TO EXECUTE A LEASE IN FAVOR OF MED-TRANS CORPORATION, OF A PORTION OF LOT 1A OF THE NATCHITOCHEs REGIONAL AIRPORT AS SHOWN ON THE AIRPORT LAYOUT PLAN OF APRIL 27, 2001, BY ALLIANCE INCORPORATED AND FURTHER PROVIDING FOR ADVERTISING OF THE LEASE AND AN EFFECTIVE DATE.

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

WHEREAS, the Airport Manager, has negotiated the terms of a lease to Med-Trans Corporation, of a portion of that property shown and depicted as Lot 1A on the Layout Plan as well as access to the associated asphalt apron and parking area; and

WHEREAS FURTHER, the terms of the lease are for a five (5) year period, with consideration of One Thousand Five Hundred and no/100 (\$1,500.00) Dollars per month, all as set forth in the attached Lease Agreement by and between the City of Natchitoches, and Med-Trans Corporation; and

WHEREAS FURTHER, the lease will include the front office area on the southern end of the hanger as well as the southern end of the hanger bay, being a 36 foot by 82.5 foot area, as is shown and depicted on the sketch attached to the Lease Agreement; and

WHEREAS FURTHER, the lease further provides for use by Med-Trans Corporation of a classroom area on the eastern end of the hanger at the rate of One Hundred and no/100 (\$100.00) Dollars per day; and

WHEREAS FURTHER, the City desires to lease a portion of Lot 1A of the Layout Plan, as identified on the sketch as well as access to and use of the associated asphalt apron and parking area, under the terms set forth above and more particularly set forth in the lease attached hereto.

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

(1) That after due proceedings and advertisement, the said City does lease that property shown and described on the attached sketch, being a portion of that 11,737 square foot area, more fully shown and depicted as Lot 1A on the Airport Layout Plan of April 27, 2001, together access to associated asphalt apron and parking area, to Med-Trans Corporation, for the term of five (5) years, with a monthly rental of One Thousand Five Hundred and no/100 (\$1,500.00) Dollars.

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

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

(4) That the Mayor, Lee Posey, be and he is hereby authorized, after due proceedings had, and after the legal delays have run, to execute a lease in favor of Med-Trans Corporation, leasing that property shown and described on the attached sketch, being a portion of Lot 1A on the Airport Layout Plan of April 27, 2001, together with access to the associated asphalt apron and parking area, for the term of five (5) years, with the monthly rental of One Thousand Five Hundred and no/100 (\$1,500.00) Dollars.

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

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

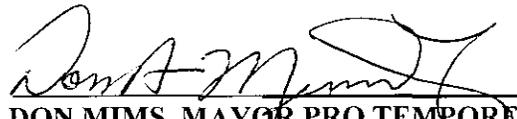
THIS ORDINANCE was introduced on August 12, 2013 and published in the *Natchitoches Times* on August 24, 31 and September 7, 2013.

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

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 4 Ayes to 0 Nays this 9th day of September, 2013.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE

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

CERTIFICATION ON BACK

STATE OF LOUISIANA

PARISH OF NATCHITOCHE

LEASE AGREEMENT

BE IT KNOWN that this agreement is made and entered into on this the 12th day of Sept., 2013, before the undersigned Notaries Public and subscribing witnesses, by and between:

THE CITY OF NATCHITOCHE, LOUISIANA, a Municipal Corporation, with mailing address of P. O. Box 37, Natchitoches, Louisiana, 71458-0037, represented herein by Lee Posey, Mayor, pursuant to an Ordinance No. 036, of 2013 adopted by the City Council of the City of Natchitoches on the 9th day of September, 2013, the City of Natchitoches hereinafter referred to as the "**LESSOR**",

AND

MED-TRANS CORPORATION, a North Dakota company, a corporation established under the laws of the State of North Dakota, with mailing address for tax purposes of 209 SH 121 Bypass, Suite 21, Lewisville, Texas 75067, represented herein by Robert Hamilton, its Chief Operations Officer, hereinafter referred to as the "**LESSEE**",

who declared as follows, to-wit:

1.

That for and in consideration of the rents, covenants, and agreements herein set out, to be faithfully paid, kept and performed by the Lessee, Lessor hereby leases and lets to said lessee the following, to-wit:

A portion of Lot 1A of the Natchitoches Regional Airport, which contains 11,737 square feet, more or less, and as more particularly described and shown as Lot 1A on the Airport Layout Plan of April 27, 2001, prepared by Alliance Incorporated, which said portion of Lot 1A is described as the office area situated on the southern side of the Hanger located on Lot 1A and the southern end of the open hanger area, being a 36 foot by 82.5 foot area, all of which is more fully shown and depicted in "yellow" on the attached sketch of the hanger located on Lot 1A, together with access to and right to cross all asphalt surfaced open space and adjoining parking areas situated and located on Lot 1A and extending to any public right-of-way adjoining the Natchitoches Regional Airport.

It is understood and agreed that the office area subject to the lease includes a 27 foot by 24 foot reception area, an 11 foot by 11 foot office, a 10 foot by 9 foot office and restrooms. It is further understood that the hanger area subject to the lease includes a 36 foot by 82.5 foot area on the southern end of the larger hanger. Except as otherwise set forth herein, the lease does not include the office space located on the eastern side of the hanger, or the northern 64 feet of the larger hanger area (Non Lease Hanger Area).

It is further understood and agreed that the lease is subject to a right of passage in common with Lessee reserved in favor of the Lessor to allow access from the hanger doors to the Non Leased Hanger Area and to further allow access from the simulator room (located in the office space on the eastern side of the hanger and identified on the attached sketch) to the Non Leased Hanger Area.

That portion of Lot 1A not described above shall remain in the possession of the Lessor and may be used by the Lessor or leased by Lessor to a third party.

2.

In consideration for the use of said tract and the privileges incidental thereto, Lessee agrees to pay Lessor the sum of One Thousand Five Hundred and 00/100 (\$1,500.00) Dollars per month payable in advance each month with the first payment being paid herewith, receipt of which is acknowledged. Successive monthly rental payments shall be due on the first day of each month throughout the term of this lease. Rent for any partial month shall be prorated.

The Lessee shall have the option to extend the lease for one additional five year term. In order to exercise the option to extend the lease, the Lessee shall notify the Lessor of its intention to do so at least thirty days prior to the end of the initial term.

In the event that the Lessee should exercise its option to extend the lease for an additional five year term, the rental under this lease shall be adjusted to reflect the changes in the purchasing power of the dollar, whether upward or downward, as follows:

The base for the purpose of rental adjustment shall be the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for the 1st of January 2013. The difference between the Index figure for January 1, 2013, and the figure published for that January immediately preceding the option renewal term hereunder shall be determined and computed as a percentage of change. This percentage of the base rent shall be added to the annual base rent, or subtracted from it if the change be downward, and the sum shall constitute the annual rent for the renewal term.

If any change is made by the United States Government in the formulation or method under which the Consumer Price Index is computed, then the parties agree that an appropriate adjustment in computing the rent for any renewal term shall be made by the

IN WITNESS WHEREOF, the City of Natchitoches, in the presence of the undersigned witnesses and Notary Public, executed this Lease on this 12th day of September, 2013, at Natchitoches, Louisiana.

WITNESSES:

Stacy McKeany
Lisa Borders

CITY OF NATCHITOCHES

BY: Lee Posey
Lee Posey, Mayor

Edd R. Lee

NOTARY PUBLIC

Print Name Edd R. Lee

Notary # 15749

STATE OF Louisiana

COUNTY OF Natchitoches

IN WITNESS WHEREOF, Robert Hamilton, Chief Operations Officer of Med-Trans Corporation, a North Dakota Company, in the presence of the undersigned witnesses and Notary Public, executed this Lease on this 30th day of Oct, 2013, at Denton County State of Texas.

WITNESSES:

Ronnie Eglee

Med-Trans Corporation

BY: Robert Hamilton
Robert Hamilton,
Chief Operations Officer

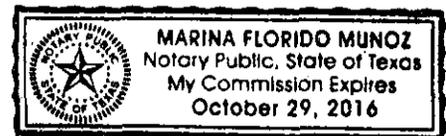
[Signature]

Marina Florido Munoz

NOTARY PUBLIC

Print Name Marina Florido Munoz

Notary # 12918296-2



LOUISIANA
NOTARY PUBLIC
Print Name
Notary #
Date Filed
Record No
Book
Page
City and Parish

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

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.

THIS ORDINANCE was introduced on August 26, 2013 and published in the *Natchitoches Times* on August 29, 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: Morrow, Payne, Nielsen, Mims
NAYS: None
ABSENT: Stamey
ABSTAIN: None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 4
Ayes to 0 Nays this 9th day of September, 2013.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

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

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

UNITED STATES OF AMERICA *OK*
STATE OF LOUISIANA *9-26-13*
SOURCE OF FUNDING - FY 2012-13
State Appropriated Funds
TYPE OF CONTRACT - FY 2012-2013 CWF
FEDERAL EMPLOYER I.D. #72-6000931 *-14*
AMOUNT OF CONTRACT - \$ 35,000.00
CWF Format #1 (revised, 2011)
CWF File # 1213-CWF-NTC-0601

2013 SEP 26 10:17 AM
CITY OF NATCHITOCHE

THIS AGREEMENT, is made and entered into as of this 25th day of September, 2013
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 CWEF 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 CWEF 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 25th day of September, 2013

WITNESSES:

DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT

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

WITNESSES:

Stacy McQuaney

Lee Rosen
CHIEF ELECTED OFFICIAL

A P P R O V E D
Division of Administration
Office of Community Development
Louisiana Local Government
Assistance Program

Carol M. Newton 9-25-13
Carol M. Newton, Director

Exhibit A

GENERAL INFORMATION, CONTRACT CONDITIONS

GENERAL INFORMATION

1. CWEF 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 Mr. Mims and Seconded by Mr. Nielsen as follows, to-wit:

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 NATCHITOCHE, 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 and published in the *Natchitoches Times* on August 29, 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: Morrow, Payne, Nielsen, Mims
NAYS: None
ABSENT: Stamey
ABSTAIN: None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 4 Ayes to 0 Nays this 9th day of September, 2013.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

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

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 NATCHITOCHEs, LOUISIANA**

STATE OF LOUISIANA

PARISH OF NATCHITOCHEs

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 Misplaced 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.eia.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 NATCHITOCHE 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 9th DAY OF September, 2013, THUS DONE AND PASSED BEFORE THE PARTIES BEFORE THE UNDERSIGNED NOTARY PUBLIC AND SUBSCRIBING WITNESSES, AT NATCHITOCHE, LOUISIANA ON THIS THE 12th DAY OF September, 2013.

ATTEST:

Stacy McCreary

CITY OF NATCHITOCHE, LOUISIANA

Lee Posey
By: Mayor Lee Posey

[Signature]

PROGRESSIVE WASTE SOLUTIONS OF
LA, INC.
[Signature]
Bruce Emley, Area Manager

Edd R Lee
NOTARY PUBLIC
Print Name Edd R. Lee
Notary # 15749

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

Ms. Morrow stated that I asked a few questions at the last meeting and I asked if you would have time to interview some of the men who work out there. Mr. James Veuleman indicated that he has. Ms. Morrow asked if the Wards Waste employees will be staying. Mr. James Veuleman stated they will be staying.

Mayor Posey asked Mrs. Straub to please stand. Mayor Posey said I just want to thank you for your hard. Edd Lee and Pat Jones worked on this but I am going to have to say you were diligent in your work and I just want to say thank you. This has been a year long thing. I think we have a good contract for the City of Natchitoches and it is going to be a savings for us, with the same services and helping us save money. We look forward to our relationship with them and we have to take care of the citizens and that's what it's all about. Mayor Posey thanked Mrs. Straub again.

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

RESOLUTION NO. 069 OF 2013

A RESOLUTION ADDRESSING ENGINEERING ASPECTS OF THE PROPOSED FY 2014 - FY 2015 LOUISIANA COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT

WHEREAS, the City of Natchitoches is desirous of submitting an application to the State of Louisiana, Division of Administration for funding under the FY 2014 - FY 2015 LCDBG program for public improvements; and

WHEREAS, it is necessary to pay all engineering costs associated with the implementation of the LCDBG program to receive one bonus point, should funding become available;

NOW, THEREFORE BE IT RESOLVED that the City of Natchitoches has hired the engineering firm of Nassif Engineering and Architecture to provide engineering services relative to the LCDBG program. All engineering fees are established in the LCDBG application and are contingent upon funding of the project by the State of Louisiana, Division of Administration under the FY 2014 or the FY 2015 LCDBG program.

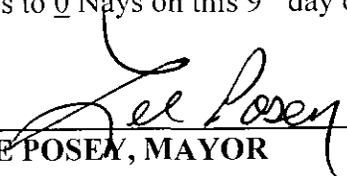
BE IT FURTHER RESOLVED that the City of Natchitoches has agreed to utilize local funds to pay all engineering costs associated with the preparation and implementation of the FY 2014 - FY 2015 LCDBG program.

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

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

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 4

Ayes to 0 Nays on this 9th day of September, 2013.



LEE POSEY, MAYOR

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

RESOLUTION NO. 070 OF 2013

A RESOLUTION ADDRESSING ADMINISTRATIVE ASPECTS OF THE PROPOSED FY 2014 - FY 2015 LOUISIANA COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT

WHEREAS, the City of Natchitoches is desirous of submitting an application to the State of Louisiana, Division of Administration for funding under the FY 2014 - FY 2015 LCDBG program for public improvements; and

WHEREAS, it is necessary to pay all administrative costs associated with the implementation of the LCDBG program to receive one bonus point, should funding become available;

NOW, THEREFORE BE IT RESOLVED that the City of Natchitoches has hired the administrative and engineering firms of GNF Management Company, Inc. and Nassif Engineering and Architecture, to assist in the preparation of said application for the fees of \$1,400.00 and \$1,500.00, respectively. An additional fee of \$35,000.00 will be paid to the administrative firm of GNF Management Company, Inc., for subsequent program administration of the LCDBG program. All fees are contingent upon funding of the project by the State of Louisiana, Division of Administration under the FY 2014 or the FY 2015 LCDBG program.

BE IT FURTHER RESOLVED that the City of Natchitoches has agreed to utilize local funds to pay the above contract amount and all other administrative costs associated with the preparation and implementation of the FY 2014 - FY 2015 LCDBG program.

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

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

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 4

Ayes to 0 Nays on this 9th day of September, 2013.

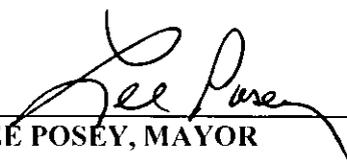


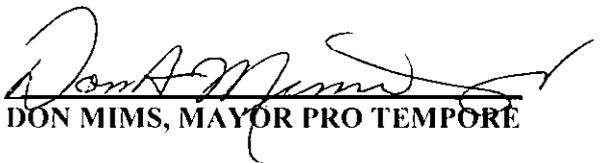
LEE POSEY, MAYOR

Mayor Posey announced that the next meeting will be held on September 23, 2013.

Mayor Posey stated that at the last meeting I advised Ms. Morrow that we would like to hear from her attorney. I would like to put some closure to what is going on in this community with the ethics violations. There are still people that are asking questions and we need to put this behind us. Ms. Morrow stated that she has some people from the community who would like to speak and she has a spokesperson present. Mayor Posey stated that they were not on the agenda. Ms. Morrow stated that the group tried to get on the agenda, based on my information, and they were told that the agenda had already been printed so normal procedure the people would come down and ask to be recognized. While she comes to the podium I will answer your questions. I talked with my attorney and she said whatever questions you had, you can put them in writing, whatever documentation you want, you can put that in writing and I will forward it to her. Ms. Morrow thanked Mayor Posey. Ms. Morrow continued that she did have someone who wanted to speak. Mayor Posey stated that it was not an agenda item so we are not going to start doing things we haven't been doing. You have known that the agenda is set by a certain time each week. If they want to do it next week, we will be glad to listen. I just want to put this behind us and get some closure. The people are expecting the charge you so often quote to us, that you should live by. We just expect answers.

With no further discussion, the Mayor made a motion for adjournment and all were in favor. The meeting was adjourned at 6:40 p.m.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE