

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

NATCHITOCHEs CITY COUNCIL MEETING
OCTOBER 8, 2012
5:30 P.M.
A G E N D A

1. CALL TO ORDER
2. INVOCATION
3. PLEDGE OF ALLEGIANCE
4. READING AND APPROVAL OF THE MINUTES OF SEPTEMBER 24, 2012
5. **PROCLAMATION:**
#092 Morrow Resolution Declaring The Month Of October As Domestic Violence Awareness Month (Accepting Abby Garcia)
6. **RESOLUTIONS:**
#082 Payne Resolution Authorizing The Mayor To Enter Into A Contract With Risk Services Of Louisiana, Inc. For Property Insurance For The City Of Natchitoches

#089 Stamey Resolution Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute A Third Amendment To Lease Agreement From The City Of Natchitoches To Central Louisiana Cellular, LLC (Formally Known As Centennial Hammond Cellular Corp.) Of Space On The East Natchitoches Water Tower, Adjacent To Cracker Brown Baseball Field, 1004 School House Drive, Natchitoches, Louisiana

#090 Nielsen Resolution Authorizing The Mayor To Execute An Agreement With The Louisiana Department Of Transportation And Development (LA DOTD) For Improvements At The Natchitoches Regional Airport For Replacement Of Sign Panels
(State Project No. H.010136)

#091 Mims Resolution Authorizing The Mayor To Enter Into Supplement Agreement No. 1 With The State Of Louisiana Department Of Transportation And Development For Natchitoches For I-49/LA 6 Interchange Enhancement Route I-49 Natchitoches Parish
(State Project No. H.003479)

#093 Morrow Resolution Authorizing The Mayor To Execute **Change Order No. 1** To The Contract Between The City Of Natchitoches And ASB Utility Construction, LLC For The Water Well Road Water Line Relocation Project (Bid No. 0528)

#094 Nielsen Resolution Authorizing The Contract Between The City of Natchitoches And Motorola Solutions, Inc., For A Period Of Three Years To Provide Certain Communications Equipment And Authorizing The Mayor, Lee Posey, To Execute The Equipment Lease-Purchase Agreement With Motorola Solutions, Inc.

#095 Payne Resolution Authorizing The Mayor To Execute Change Order No.1 – Final To The Water System Improvements Fluoride Chemical Feed Station At Water Treatment Plant
(Bid No. 0523)

#096 Stamey Resolution Authorizing The Execution Of The Certificate Of Substantial Completion For The Water System Improvements Fluoride Chemical Feed Station At Water Treatment Plant
(Bid No. 0523)

7. **ORDINANCES INTRODUCTION:**

#045 Mims Ordinance Declaring That The Property Commonly Known As The Council On Aging Building Located On The North Side Of Keyser Avenue Bearing Municipal Address Of 1016 Keyser Avenue Is Surplus Property And Authorizing The Mayor Of The City Of Natchitoches To Convey The Property To The Natchitoches Parish Council On Aging, Approving The Terms And Conditions Of The Sale, Including The Terms Of The Proposed Deed, And Authorizing The Execution Of The Deed By The Mayor After Due Compliance With The Law

8. **ANNOUNCEMENTS:**

The offices of the City of Natchitoches will be closed **Monday, November 12, 2012** in observance of Veterans Day

The City Council meeting scheduled for **Monday, November 12, 2012** will be **re-scheduled to Tuesday, November 13, 2012**

9. **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, OCTOBER 8, 2012 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, October 8, 2012, at 5:30 p.m.

There were present:

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

Guests: Abby Garcia.

Absent: None. (Councilman Larry Payne arrived late.)

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

Mayor Posey next brought the reading and approval of the minutes of the September 24, 2012 meeting. Dale Nielson moved that we dispense with the reading of the minutes and approval of same. Seconded by Ms. Morrow. The roll call vote was as follows:

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

Mayor Posey announced that Ms. Turner has passed away and asked the Council to keep the Turner family in their prayers. Mayor Posey announced that the Governor was in town this week. Trust Joist Weyerheuser is completing an expansion and adding approximately 30 additional jobs with a \$6,000,000.00 upgrade to the facility and the Governor came in for this. This will add about a million dollar payroll in our community and this is a good thing.

Mayor Posey announced that the Car Show was a great success. Mayor Posey also thanked Ms. Wyingler for her efforts making National Night Out so successful.

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

RESOLUTION NO. 092 OF 2012

PROCLAMATION

DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, domestic violence is a serious crime that affects people of all races, ages, gender and income levels; and

WHEREAS, domestic violence is widespread and affects over 4 million Americans each year; and

WHEREAS, one in three Americans have witnessed an incident of domestic violence; and

WHEREAS, children that grow up in violent homes are believed to be abused and neglected at a rate higher than the national average; and

WHEREAS, domestic violence costs the nation billions of dollars annually in medical expenses, police and court costs, shelters, foster care, sick leave, absenteeism, and non-productivity; and

WEREAS, only a coordinated community effort will put a stop to this heinous crime; and

WHEREAS, Domestic Violence Awareness Month provides an excellent opportunity for citizens to learn more about preventing domestic violence and to show support for the numerous organizations and individuals who provide critical advocacy, services and assistance to victims.

NOW, THEREFORE, BE IT RESOLVED, that I, Lee Posey, Mayor, and the Natchitoches City Council, do hereby proclaim the month of October as **DOMESTIC VIOLENCE AWARENESS MONTH** in the City of Natchitoches, Louisiana and urge all citizens to observe this day.

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

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

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 8th day of October, 2012.



LEE POSEY, MAYOR

Ms. Morrow presented the proclamation to Abby Garcia. Ms. Garcia stated they recently had their vigil on October 1st being the first day of Domestic Awareness Month. Ms. Garcia thanked Mayor Posey for being the keynote speaker at the vigil. She announced that Sheriff Victor Jones, Chief Micky Dove and Judge Dee Hawthorn were also present and it was a beautiful dedication to those who died as a victim of domestic violence. Ms. Garcia stated they are so greatly for the support from the police station, the judicial system and law enforcement community. Ms. Garcia thanked everyone for their support. Mayor Posey thanked Ms. Garcia and asked her to keep up the hard work.

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

RESOLUTION NO. 082 OF 2012

**A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO A CONTRACT WITH RISK SERVICES
OF LOUISIANA, INC. FOR PROPERTY INSURANCE
FOR THE CITY OF NATCHITOCHEs**

WHEREAS, the Insurance Committee has reviewed the proposals submitted for property insurance for the City of Natchitoches and recommends the contract be awarded to Risk Services of Louisiana, Inc. in the amount of **102,787.00** for the policy period **October 11, 2012** through **October 10, 2013**.

NOW, THEREFORE, BE IT RESOLVED that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for the execution of the contract as above referenced.

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

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

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 8th day of October, 2012.



LEE POSEY, MAYOR

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

RESOLUTION 089 OF 2012

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, LEE POSEY, TO EXECUTE A THIRD AMENDMENT TO LEASE AGREEMENT FROM THE CITY OF NATCHITOCHEs TO CENTRAL LOUISIANA CELLULAR, LLC (FORMALLY KNOWN AS CENTENNIAL HAMMOND CELLULAR CORP.) OF SPACE ON THE EAST NATCHITOCHEs WATER TOWER, ADJACENT TO CRACKER BROWN BASEBALL FIELD, 1004 SCHOOL HOUSE DRIVE, NATCHITOCHEs, LOUISIANA

WHEREAS, the City of Natchitoches is the owner of a water tower located adjacent to Cracker Brown Baseball Field, commonly known as 1004 School House Drive, Natchitoches, Louisiana ; and

WHEREAS FURTHER, the City of Natchitoches, Louisiana, had previously contracted with Centennial DeSoto Cellular, Corp. (later known as Centennial Hammond Cellular Corp., and now known as Central Louisiana Cellular, LLC) on April 8, 1996 for lease on the water tower for the installation of antennas and microwave dish; and

WHEREAS FURTHER, the said April 8, 1996 lease agreement was amended on April 1, 2005 to reflect equipment changes, and on August 21, 2006 to reflect a name change of the lessee, and to extend the lease term; and

WHEREAS FURTHER, Central Louisiana Cellular, LLC. is requesting a Third Amendment of the lease to reflect equipment changes, and has agreed to a modification of its rental rate in consideration of such amendment, and specifically agrees to lease term consideration in the amount of \$1350.00 per month; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Natchitoches, Louisiana, is of the opinion that it is in the best interest of the City to execute the Third Amendment to the Lease Agreement by and between Central Louisiana Cellular, LLC. and that Mayor Lee Posey is hereby authorized to execute the Third Amendment on behalf of the City of Natchitoches.

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

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

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to

0 Nays this the 8th day of October, 2012.



LEE POSEY, MAYOR

THIRD LEASE AMENDMENT

THE PARTIES to this Lease Amendment (“the Third Amendment”) are:

CITY OF NATCHITOCHEs, LOUISIANA, a municipal corporation with an address of P.O. Box 37, Natchitoches, Louisiana 71458, represented herein by Mayor Lee Posey, duly authorized to act pursuant to Resolution No. 089 of 2012, dated October 8, 2012, a copy of which is attached and made a part hereof (“Lessor”); and,

CENTRAL LOUISIANA CELLULAR, LLC dba Cellular One, a DE limited liability company doing business in Louisiana, with a registered office located at 5615 Corporate Blvd., Suite 400B, Baton Rouge, LA 70808 (and formerly known as Centennial Hammond Cellular Corp., a Delaware corporation, with a mailing address c/o Cellular One, 1170 Devon Park Drive Suite 104 Wayne, PA 19087), represented herein by _____, (“Lessee”):

WHEREAS, the Parties entered a lease on April 8, 1996 (“Original Lease”), which lease was amended on April 1, 2005 (“First Amendment”) and August 21, 2006 (“Second Amendment”).

WHEREAS, Lessee desires to install additional equipment on the Leased Premises, in exchange for a change in rent to Lessor.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. EQUIPMENT. Lessee shall be allowed to install the following equipment on the

Leased Premises:

- (3) ANDREW DB858DG90ESX ANTENNAS
- (6) 7/8" COAX
- (3) ANDREW LDX-6516DS-VTM ANTENNAS
- (3) NOKIA CS7299112 TMA'S
- (6) 1 5/8" COAX

Total final configuration will be (6) ANTENNAS / (12) COAX / (3) TMA'S (ANTENNA AZIMUTHS TO BE 30/150/270).

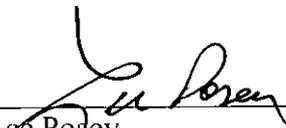
2. RENT. Lessee shall pay Lessor monthly rent of \$200.00 per antennae, plus monthly rent of \$50.00 per tower-mounted amplifier. Total monthly rent shall therefore equal $(6 \times \$200) + (3 \times \$50) = \$1350.00$. This rental rate shall apply through the end of the five-year option granted by paragraph A of the Second Amendment, which option period shall expire on or about April 7, 2016.

3. OTHER TERMS. Except as expressly amended herein, the terms of the Parties' Original Lease, First Amendment, and Second Amendment remain in full force and effect.

END OF AGREEMENT / SIGNATURE PAGES FOLLOW

AGREED:

**LESSOR:
CITY OF NATCHITOCHEs, LOUISIANA**



Mayor Lee Posey

10-9-12

Date

**LESSEE:
CENTRAL LOUISIANA CELLULAR, LLC dba Cellular One**



By: M. F. MERCANT SR
Title: EVA/CFO
October 1, 2012

Date

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

City of Natchitoches

RESOLUTION NUMBER: 090 OF 2012

DATE: October 8, 2012

RESOLUTION

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

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

WHEREAS, the City of Natchitoches has requested funding assistance from the LA DOTD to/for the replacement of sign panels; and

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

WHEREAS, the LA DOTD will provide the necessary funding for the replacement of sign panels and reimburse the sponsor up to \$22,816.00 of project cost.

NOW THEREFORE, BE IT RESOLVED by the City of Natchitoches that it does hereby authorize the Mayor to execute an Agreement for the project identified as SPN H.010136, more fully identified in the Agreement attached hereto.

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

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

YEAS: Payne, Nielsen, Mims, Stamey, Morrow

NAYS: None

ABESENT: None

WHEREUPON, the Resolution was declared adopted on the 8th day of October 2012.

CITY OF NATCHITOCHEs

BY: Lee Posey
(Signature)

Lee Posey
(Typed or Printed Name)

TITLE: Mayor

ATTEST: Stacy McQueary
(Signature)

TITLE: Clerk

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

AGREEMENT

STATE PROJECT NO. H.010136
REPLACE SIGN PANELS
NATCHITOCHE REGIONAL AIRPORT
NATCHITOCHE PARISH

THIS AGREEMENT, made and executed in three (3) original copies on this 18th day of October, 2012, by and between the Louisiana Department of Transportation and Development, hereinafter referred to as "DOTD", and the City of Natchitoches, a political subdivision of the State of Louisiana, responsible for all matters pertaining to the Natchitoches Regional Airport, hereinafter referred to as "Sponsor";

WITNESSETH: That;

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

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

WHEREAS, the Louisiana Legislature has granted approval of the project as listed in the 2012-2013 (42GA) Aviation Needs and Project Priority Program; and

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

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

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

ARTICLE I - PROJECT DESCRIPTION

1.1 The improvement that is to be undertaken under this project will consist generally of replacement of all sign panels on airfield.

1.2 The project numbers and title of this agreement will be used for identification purposes on all correspondence, plans, progress reports, invoices, et cetera, prepared in the performance of these services.

ARTICLE II - PROJECT RESPONSIBILITY

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

ARTICLE III - CERTIFICATION AND COMPLIANCE

3.1 Sponsor certifies by the signing of this agreement that each phase of this project, as well as all documents associated with this project, will be completed in accordance with all applicable Federal and State guidelines and/or regulations. It is solely the responsibility of the Sponsor to certify the appropriate development, completion and authenticity of all work and documents required of the Sponsor throughout this project. Three (3) separate Sponsor Certifications incorporated by reference herein and attached to and made part of this agreement, shall be completed, signed and sent to DOTD after each specified phase of the project as indicated in the Certifications attached hereto.

3.2 DOTD does not provide certification of any document nor work performed and is not responsible for same in accordance with Article II as stated above.

ARTICLE IV - FUNDING

4.1 Except for services hereinafter specifically listed to be furnished at the expense of DOTD or the Sponsor if provided in this agreement under Article I, the cost of this project will be reimbursed to the sponsor with DOTD contributing an amount not to exceed \$22,816.00. Any other costs beyond \$22,816.00 will be born solely by the sponsor, unless approved by DOTD after a written request is made by the sponsor in accordance with R.S. 2:806.A, 2:807.B and 2:810. All such overages may not be approved until after the project is complete and at the end of the State's fiscal year, to determine if funds are available after all higher priorities have been considered. The Sponsor, at its own expense, may incorporate items of work not eligible for DOTD participation into the construction contract if it so desires.

4.2 The continuation of this agreement is contingent upon the appropriation of funds by the Louisiana Legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the

appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

ARTICLE V – TAXES

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

ARTICLE VI - COST REIMBURSEMENTS

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

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

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

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

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

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

ARTICLE VII – COST RECORDS

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

ARTICLE VIII – ENGINEERING

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

ARTICLE IX – REAL PROPERTY ACQUISITION

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

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

ARTICLE X - BID PROCESS

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

10.2 Sponsor shall solicit bids for the services, labor and materials needed to construct the project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, et seq., applicable to political subdivisions of the State. Sponsor shall also keep a procurement file relative to the necessary acquisition of services, labor and materials needed to

complete the project. DOTD may request review of the documents at any time. Sponsor shall maintain copies of the three lowest bidders' proposal sheets and bid bonds. The Sponsor shall also maintain:

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

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

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

ARTICLE XI – CONSTRUCTION

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

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

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

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

ARTICLE XII – CIVIL RIGHTS

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

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

ARTICLE XIII – DBE REQUIREMENTS

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

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

13.3 The preceding Policy and DBE Obligation shall apply to this project and shall be included in the requirements on any contract or subcontract. Failure to carry out the requirements set forth therein shall constitute a breach of this agreement and, after notification by DOTD, may result in termination of this agreement by DOTD, or other such remedy, as DOTD deems appropriate.

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

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

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

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

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

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

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

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

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

14.5 DOTD will not approve the Sponsor's request for the final reimbursement until each of the above items are received and are satisfactorily completed.

Title to the project right-of-way shall be vested in the Sponsor and shall be subject to DOTD and

FAA requirements and regulations concerning operations, maintenance, abandonment, disposal, and encroachments.

ARTICLE XV - OPERATION & MAINTENANCE RESPONSIBILITY

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

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

ARTICLE XVI – HOLD HARMLESS AND INDEMNITY

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

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

ARTICLE XVII – CANCELLATION

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

1. By mutual agreement and consent of the parties hereto.

2. By the Sponsor should it desire to cancel the project prior to the receipt of bids, provided any cost that has been incurred for the preparation of plans shall not be eligible for reimbursement by DOTD or FAA.
3. By DOTD due to the lack of available State or Federal funding for the project.

ARTICLE XVIII – AMENDMENT

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

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

WITNESSES:

CITY OF NATCHITOCHEs

Gay McInerney
(Witness for First Party)

BY: Lee Posey
(Signature)

Hannah Pitt-Wenig
(Witness for First Party)

Lee Posey
Typed or Printed Name

Mayor
Title

726000931
Sponsor's Federal Identification Number

WITNESSES:

Michelle Darvell
(Witness for Second Party)
Karen Lyles
(Witness for Second Party)

STATE OF LOUISIANA
THROUGH THE DEPARTMENT OF
TRANSPORTATION AND
DEVELOPMENT

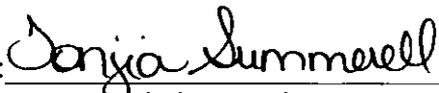
By: 
Assistant Secretary

RECOMMENDED FOR APPROVAL

BY: 
Division Head

APPROVED AS TO FORM

BY: 
Aviation Section

BY: 
Aviation Section

Mayor Posey recognized Ms. Veronica Delia from Central Louisiana Cellular, LLC. Mayor Posey apologized for not recognizing them when the Council voted on the resolution earlier and asked if they would like to say something. The Ms. Veronica Delia thanked the Council and stated she appreciated the City for allowing them to modify and update the equipment that was already installed on the water tank and this upgrade will allow 3G technology for their customers with cell phones. Mayor Posey thanked them for coming.

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

RESOLUTION NO. 091 OF 2012

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER
INTO SUPPLEMENT AGREEMENT NO. 1
WITH THE STATE OF LOUISIANA DEPARTMENT
OF TRANSPORTATION AND DEVELOPMENT FOR NATCHITOCHEES
FOR I-49/LA 6 INTERCHANGE ENHANCEMENT ROUTE I-49
NATCHITOCHEES PARISH**

**STATE PROJECT NO. H.003479
FEDERAL AID PROJECT NO. 3504(511)**

WHEREAS, under the provisions of Title 23, United States Code "Highways", as amended, funds have been appropriated out of the Highway Trust Fund to finance enhancement projects under the direct administration of the DOTD and the City of Natchitoches has requested an appropriation of funds to finance a portion of this project; and

WHEREAS, the DOTD and the City of Natchitoches previously entered into a formal Agreement, dated June 7, 2012, and authorized by Resolution No. 038 of 2012, for the installation of landscaping and related work in the vicinity of the interchange of Interstate 49 and LA Hwy 6; and

WHEREAS, DOTD has bid the project and the low bidder has since withdrawn their bid, such that DOTD is awarding the project to the next lowest bidder, resulting in the necessity to amend the Agreement to increase the Federal Funding; and

WHEREAS, the DOTD is agreeable to the changes in the implementation of the Project and desires to cooperate with the City of Natchitoches as hereinafter provided; and

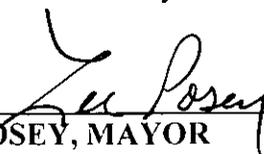
WHEREAS, the cost of this project will be a joint participation between the City of Natchitoches and the Federal Highway Administration with the maximum federal funds available for this project increased from \$480,000 to \$500,000 and the City of Natchitoches responsible for the excess funds for the project; and

NOW THEREFORE, BE IT RESOLVED by the City of Natchitoches that it does hereby authorize Mayor Lee Posey to execute the Supplement Agreement No. 1 for State Project No. H.003479 and Federal Aid Project No. 3504(511), more fully identified in the Agreement attached hereto.

This Resolution shall be in full force and effect from and after its adoption.
This Resolution was then presented for a vote, and the vote was recorded as follows:

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

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 8th day of October, 2012.



LEE POSEY, MAYOR

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUPPLEMENTAL AGREEMENT NO. 1
STATE PROJECT NO. H.003479
LEGACY STATE PROJECT NOS. 455-06-0052 & 744-35-0010
FEDERAL AID PROJECT NO. 3504(511)
I-49/LA 6 INTERCHANGE ENHANCEMENT
ROUTE I-49
NATCHITOCHE PARISH

THIS SUPPLEMENTAL AGREEMENT NO. 1, made and executed in three (3) original copies on this 24 day of October, 2012, by and between the **Department of Transportation and Development**, ("DOTD"), and the **City of Natchitoches**, a political subdivision of the State of Louisiana, hereinafter referred to as "Entity";

WITNESSETH: That;

WHEREAS, the DOTD and the Entity previously entered into a formal agreement, dated **June 7, 2012**, for the installation of landscaping and related work in the vicinity of the interchange of Interstate 49 and LA Hwy 6; and

WHEREAS, it is necessary to amend the Agreement to increase the Federal Funding; and

WHEREAS, the DOTD is agreeable to the changes in the implementation of the Project and desires to cooperate with the Sponsor as hereinafter provided;

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree to amend the **June 7, 2012** Agreement, as follows:

I.

Article II – Funding is hereby amended to read as follows:

“Except for services hereinafter specifically listed to be furnished at the DOTD's expense or at the Entity's expense, as the case may be, the cost of this project will be a joint participation between the Entity and the Federal Highway Administration, hereinafter "FHWA", with the Entity contributing the 5% match of the participating cost and the FHWA contributing, through the DOTD, the remaining 95%. The maximum federal funds available for this project are \$500,000; the Entity will be responsible for the excess funds for the project. With this funding option, the Entity agrees to provide all pre-construction design services. DOTD agrees to provide all construction contract administration and testing for the project. The Entity may incorporate items of work into the construction contract not eligible for Federal Aid participation at its own costs. Funds will be disbursed in accordance with DOTD's normal procedures.

State Project No. H.003479
Supplemental Agreement No. 1
I-49/LA 6 Interchange Enhancement
Route I-49
Natchitoches Parish
Page 2 of 3

“The Entity has provided to DOTD match funds in the amount of \$25,263 by Natchitoches Check Number 68956 prior to the letting of the project. Due to the increase of the federal funds, a total match amount of \$26,316 is required. The difference between amount received and amount require is \$1,053 for which the Entity will be invoiced upon the execution of this supplement agreement. If excess funds are determined to be necessary for the project, the Entity shall provide these additional funds to DOTD at the time the additional costs are determined to be necessary, but in any event, prior to further construction toward the project.

“Upon completion of the project, final costs shall be determined. If the final calculation of costs determines that there is an overrun, then the Entity shall pay the full amount of the overrun to DOTD immediately upon receipt of an invoice. If, however, the final calculation of costs determines that the Entity overpaid DOTD, then DOTD will reimburse the Entity the amount of the underrun.

“No Notice to Proceed shall be issued and no compensable costs for construction may be incurred prior to a formal notification from DOTD that FHWA authorization has been received. Any costs for which the Entity expects to be reimbursed for incurred prior to such authorization will not be compensable.”

2.

The DOTD and the City of Natchitoches agree that all provisions of the original agreement between the parties dated June 7, 2012, to the extent not inconsistent with this Supplemental Agreement No. 1 of the Entity/State Agreement, shall remain in full force and effect.

State Project No. H.003479
Supplemental Agreement No. 1
I-49/LA 6 Interchange Enhancement
Route I-49
Natchitoches Parish
Page 3 of 3

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

Stacy McQuay
Witness for First Party

Kanahut-Wing
Witness for First Party

STATE OF LOUISIANA
CITY OF NATCHITOCHEs

BY: Lee Posey

Lee Posey
Typed or Printed Name

TITLE: Mayor

72-6000931
Federal Identification Number

020610366
DUNS Number

20,205 Highway Planning and Construction
CFDA Number

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

BY: Shirley Davis

f Secretary

Cassandra Gray
Witness for Second Party

Patrice Little
Witness for Second Party

RECOMMENDED FOR APPROVAL

BY: Earl P. White

Sec Division Head

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

RESOLUTION NO. 093 OF 2012

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
CHANGE ORDER NO. 1 TO THE CONTRACT BETWEEN THE CITY OF
NATCHITOCHEs AND ASB UTILITY CONSTRUCTION, LLC FOR THE WATER
WELL ROAD WATER LINE RELOCATION PROJECT**

(BID NO. 0528)

WHEREAS, the City of Natchitoches has contracted with ASB Utility Construction, LLC for construction of the Water Well Road Water Line Relocation Project; and

WHEREAS, Change Order No.1 has been prepared, reflecting partial as-built quantities and required additional work; and

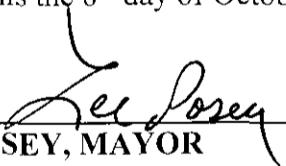
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to execute the referenced Change Order No. 1 for ASB Utility Construction, LLC in the amount of \$75,205.00, making the revised contract amount \$562,675.00.

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

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

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to

0 Nays this the 8th day of October, 2012.



LEE POSEY, MAYOR

Change Order

No. 1

Date of Issuance: OCTOBER 9, 2012 Effective Date: OCTOBER 9, 2012

Project:	Owner: CITY OF NATCHITOCHES	Owner's Contract No.: 0528
Contract: WATER WELL ROAD WATERLINE RELOCATION PROJECT		Date of Contract: MAY 21, 2012
Contractor: ASB UTILITY CONSTRUCTION, LLC		Engineer's Project No.: 11.073

The Contract Documents are modified as follows upon execution of this Change Order:

Description: ADJUSTMENT IN QUANTITIES OF ACTUAL WORK AND ADDING ITEMS FOR ADDITIONAL WORK REQUIRED BASED ON EXISTING CONDITIONS.

Attachments: (List documents supporting change):

LISTING OF ITEMS AND QUANTITIES

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>487,470.00</u>	Original Contract Times: <input checked="" type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): <u>120</u> Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: \$ <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): <u>N/A</u> Ready for final payment (days): _____
Contract Price prior to this Change Order: \$ <u>487,470.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>120</u> Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: \$ <u>75,205.00</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>0</u> Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: \$ <u>562,675.00</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>120</u> Ready for final payment (days or date): _____

RECOMMENDED: CGS Engineering

By: K. Randall Small
Engineer (Authorized Signature)

Date: 10.2.12

Approved by Funding Agency (if applicable): _____

ACCEPTED: CITY OF NATCHITOCHES

By: [Signature]
Owner (Authorized Signature)

Date: 10.8.12

ACCEPTED: ASB Utility Construction

By: [Signature]
Contractor (Authorized Signature)

Date: 12-5-2012

Date: _____

**CITY OF NATCHITOCHEs
WATER WELL ROAD
WATERLINE RELOCATION PROJECT
BID NO. 0528**

CHANGE ORDER NO. 1

<u>Item</u>	<u>Description</u>	<u>Qty/UoM</u>	<u>Unit Price</u>	<u>Total Incr/Decrease</u>
2	Tree Removal	1 EA	\$500.	\$500
3	Temp Silt Fencing	(1,000) LF	\$2.	(\$2,000)
4	Traffic Maint. Agg.	(100) CY	\$35.	(\$3,500)
5	Geotextile Fabric	(1,500) SY	\$1.	(\$1,500)
6	Sackrete Revetment	(1,500) SY	\$10.	(\$15,000)
11	14" DR 11 DIPS HDPE Bored	238 LF	\$85.	\$20,230
13	12" C900 Bored	136 LF	\$50.	\$6,800
18	12" Gate Valves	2 EA	\$2,350.	\$4,700
19	8" Gate Valves	2 EA	\$1,500.	\$3,000
22	Fire Hydrant Assy	2 EA	\$3,000.	\$6,000
27	Service Reconnects	19 EA	\$1,200.	\$22,800
34	6" HDPE Road Bore	150 FT	\$37.50	\$5,625
35	6" PVC C900	100 FT	\$18.	\$1,800
36	8" HDPE Road Bore	150 FT	\$45.	\$6,750
37	12" x 6" Tee	2 EA	\$500.	\$1,000
38	12" x 6" Connection	1 EA	\$750.	\$750
39	12" x 8" Connection	1 EA	\$750.	\$750
40	6" Gate Valve	1 EA	\$1,000.	\$1,000
41	2" HDPE Road Bore	350 FT	\$25.	\$8,750
42	2" Gate Valve	1 EA	\$450.	\$450
43	Temporary Flush Valve	1 EA	\$1,500.	\$1,500
44	1-1/2" PVC	800 FT	\$6.	\$4,800

TOTALS \$97,205 INCREASE
(\$22,000)DECREASE

TOTAL CHANGE ORDER NO. 1 \$75,205

Mr. Payne asked what the original amount of this contract bid was. Bryan Wimberly stated that he wasn't sure of the original contract amount; however, the change order itself shows the original contract price as \$487,470.00. Mr. Wimberly further pointed out that prior to the beginning of this contract we submitted an amount to cover this contract to the State and we are still within the scope of our projection and the State is still paying for this. Mr. Payne asked if this was something that was missed and they needed to add to the contract? Mr. Wimberly stated that there were improvements that they didn't know of located in the ground and they needed to make adjustments for this.

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

RESOLUTION NO. 094 OF 2012

A RESOLUTION AUTHORIZING THE CONTRACT BETWEEN THE CITY OF NATCHITOCHEs AND MOTOROLA SOLUTIONS, INC., FOR A PERIOD OF THREE YEARS TO PROVIDE CERTAIN COMMUNICATIONS EQUIPMENT AND AUTHORIZING THE MAYOR, LEE POSEY, TO EXECUTE THE EQUIPMENT LEASE-PURCHASE AGREEMENT WITH MOTOROLA SOLUTIONS, INC.

WHEREAS, the City of Natchitoches (CITY) desires to obtain communication systems in order to come into compliance with certain State and Federal requirements; and

WHEREAS FURTHER, the Parish of Jefferson, Louisiana, has an existing and viable contract with Motorola Solutions, Inc., and the Parish of Jefferson, Louisiana, has consented to and approved of the CITY utilizing the contract which the Parish of Jefferson, Louisiana entered into with Motorola Solutions, Inc.; and

WHEREAS FURTHER, a copy of the Letter of Consent from Jefferson Parish and a copy of the Resolution of Jefferson Parish approving the Contract are attached hereto; and

WHEREAS FURTHER, pursuant to Louisiana Revised Statutes 33:1321, et seq., 38:2212.1 F and/or 39:1701, the City desires to "piggy-back" onto the existing contract between the Parish of Jefferson and Motorola Solutions, Inc., and

WHEREAS FURTHER, having reviewed the attached Equipment Lease-Purchase Agreement between the City and Motorola Solutions, Inc., 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;

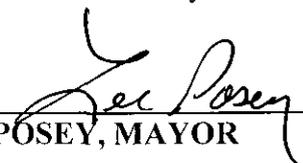
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Natchitoches, in legal session convened, does hereby authorize, empower, and direct the Honorable Lee Posey, Mayor, to execute the Equipment Lease-Purchase Agreement between Motorola Solutions, Inc., and the City of Natchitoches.

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

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

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to

0 Nays this the 8th day of October, 2012.



LEE POSEY, MAYOR

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 23341

LESSEE:

CITY OF NATCHITOCHE, LA
700 Second Street
Natchitoches, LA 71457

LESSOR:

Motorola Solutions, Inc.
1301 East Algonquin Rd
Schaumburg, IL 60196

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the Equipment described in any Schedule A now or hereafter attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. **TERM.** This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. **RENT.** Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. **DELIVERY AND ACCEPTANCE.** Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

4. **REPRESENTATIONS AND WARRANTIES.** Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). **LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.**

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be

unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS; DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expenses, promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (iii) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

18.1 PARTIAL PAYMENT/PURCHASE OPTION - GRANT FUNDING. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to make a partial payment against the Lease one time per calendar year at an amount no less than \$15,000.00 SO LONG AS SUCH PAYMENT IS BEING MADE FROM A FEDERAL GRANT FUNDING AWARD and upon Lessor's request, Lessee will provide Lessor certification of such. Application of said payment shall first be applied to accrued interest with the remainder going against the principal. Should Lessee make such payment, all remaining Lease Payments will be adjusted accordingly over the remainder of the Lease Term and Lessor shall provide to Lessee a revised Schedule B. Any reduction in outstanding principal can be viewed as the Lessee obtaining a greater equity position in the Lease subject to Lessor's rights pursuant to the other terms of this Lease.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 9th day of October, 2012.

LESSEE:

LESSOR:

CITY OF NATCHITOCHEs, LA

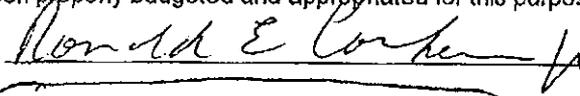
MOTOROLA SOLUTIONS, INC.

By: *Lee Posen*
Title: Mayor

By: *David Klueber*
Title: ASSISTANT TREASURER

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement dated October 9, 2012 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law.



Attorney for CITY OF NATCHITOCHEs, LA

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

Schedule A 23341
Lease Number:

This Equipment Schedule dated as of 10/9/12 is being executed by MOTOROLA SOLUTIONS, INC. ("Lessor") and CITY OF NATCHITOCHEs, LA (Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number 23341 dated as of 10/9/12 ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location: LA	

Initial Term: ~ 37 Months Commencement Date: 9/28/2012
First Payment Due Date: 10/1/2013

3 consecutive annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

EXECUTED as of the date first herein set forth.

LESSEE:

CITY OF NATCHITOCHEs, LA

LESSOR:

Motorola Solutions, Inc.

By: Lee Posey
Title: Mayor

By: David Kleyer
Title: ASSISTANT TREASURER

SCHEDULE B - City of Natchitoches, LA (# 23341)

Compound Period Annual

Nominal Annual Rate 0.000 %
Effective Annual Rate 0.000 %

	Event	Start Date	Amount	Number	Period	End Date
1	Loan	09/28/2012	357,729.50	1		
2	Payment	10/01/2013	119,243.17	3	Annual	10/01/2015

AMORTIZATION SCHEDULE - Normal Amortization

#	Date	Payment	Interest	Principal	Balance
Loan	09/28/2012				357,729.50
2012	Totals	0.00	0.00	0.00	
1	10/01/2013	119,243.17	0.00	119,243.17	238,486.33
2013	Totals	119,243.17	0.00	119,243.17	
2	10/01/2014	119,243.17	0.00	119,243.17	119,243.16
2014	Totals	119,243.17	0.00	119,243.17	
3	10/01/2015	119,243.17	0.01	119,243.16	0.00
2015	Totals	119,243.17	0.01	119,243.16	
Grand Totals		357,729.51	0.01	357,729.50	

Last interest amount increased by 0.01 due to rounding.

INITIAL INSURANCE REQUIREMENT: \$357,729.50

Except as specifically provided in Section Five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

LESSEE:

CITY OF NATCHITOCHEs, LA

By: Lee Posey
Title: Mayor
Date: 10/9/12

LESSOR:

Motorola Solutions, Inc.

By: David Kluff
Title: ASSISTANT TREASURER
Date: 10-29-12

*** If applicable, please complete ***

Bank Qualified (Lease# 23341)

LESSEE CERTIFIES THAT IT HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE, THAT IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.

Lessee:

CITY OF NATCHITOCHEs, LA

By: [Signature]

Title: Mayor

CERTIFICATE OF INCUMBENCY

I, Stacy McQueary do hereby certify that I am the duly elected or
(Signature of Secretary/Clerk)

appointed and acting Secretary or Clerk of the CITY OF NATCHITOCHEs, LA, an entity duly organized and existing under the laws of the State of Louisiana that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding offices set forth opposite of their respective names. I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures and (ii) such officers have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number 23341 dated 10-9-12, and Schedule A number 23341 dated 10-9-12, between CITY OF NATCHITOCHEs, LA and Motorola Solutions, Inc.

Name	Title	Signature
<u>Lee Posey</u>	<u>Mayor</u>	<u>Lee Posey</u>

(Individual who signed Lease documents should be listed here and sign where applicable)

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of CITY OF NATCHITOCHEs, LA, hereto this 9th day of October, 2012.

By: Stacy McQueary
(Signature of Secretary/Clerk)



EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number 23341 dated October 9, 2012 to that certain Equipment Lease Purchase Agreement number 23341 dated October 9, 2012 will be maintained by the CITY OF NATCHITOCHEs, LA as stated in the Equipment Lease Purchase Agreement.

This insurance shall name MOTOROLA SOLUTIONS, INC. or its assignee as additional insured and loss payee for the term of the Schedule A number 23341 dated October 9, 2012

This insurance is provided by:

Arthur J. Gallagher & Co. , cheryl_bondreaux@AIG.com
 Name of insurance provider Email address of provider
235 Highlandia Dr. Suite 200
 Address of insurance provider
Baton Rouge, LA 70810
 City, State and Zip Code
225-292-3515 , 225-292-3893
 Phone number of insurance provider Fax number of insurance provider

In accordance with the Equipment Lease Purchase Agreement Number 23341, CITY OF NATCHITOCHEs, LA, hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	<u>2,000,000</u>	<u>6-30-12</u>	<u>6-30-13</u>	<u>7910005550000</u>

Lessee:

CITY OF NATCHITOCHEs, LA

By: EW 2er
 Its: Director of Purchasing
 Date: 10-16-2012



CITY OF NATCHITOCHE
PURCHASING DEPARTMENT

October 10, 2012

Larry Ainsworth
C/O Motorola Solutions
214 Brentwood Blvd.
Lafayette LA 70503-3914

Re: Purchase of Motorola Equipment

Dear Mr. Ainsworth,

Please let this letter serve as an official record that the City of Natchitoches is self-insured for all electronic types of equipment. The City of Natchitoches will be responsible for replacing or repairing any equipment lost, stolen or damaged and will fulfill all of the insurance requirements as stated in the lease agreement.

Please feel free to contact me if you have any questions.

Sincerely,

Edd Lee
Director of Purchasing



CERTIFICATE OF LIABILITY INSURANCE

NATCHIT-01 CABOUDREAU

DATE (MM/DD/YYYY)

10/16/2012

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

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

PRODUCER License # 13
AJGRMS - SE
PO Box 532143
Atlanta, GA 30353

CONTACT NAME: Cheryl Boudreaux

PHONE (A/C, No. Ext): (225) 906-1272

FAX (A/C, No): (866) 616-8639

E-MAIL ADDRESS: Cheryl_Boudreaux@ajg.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: OneBeacon America Insurance Company

20621

INSURER B: Employers Fire Insurance Company

20648

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

City of Natchitoches
Edd Lea
P. O. Box 37
Natchitoches, LA 71468-0037

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			7910005550000	6/30/2012	6/30/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Empl Benefits Liab						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 3,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 3,000,000
AUTOMOBILE LIABILITY							SIR \$ 100,000
A	<input checked="" type="checkbox"/> ANY AUTO			7910005550000	6/30/2012	6/30/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
SIR \$ 100,000							
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		7910005550000	6/30/2012	6/30/2013	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A							E.L. EACH ACCIDENT \$
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$
B	GL for Event Center			GL0276601	6/30/2012	6/30/2013	Each Occurrence 1,000,000
B	TULIP			GL0276301	6/30/2012	6/30/2013	Each Occurrence 1,000,000

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

See Special Provisions if applicable

RE: Radio Equipment

Special Conditions:

Blanket additional insured if required by written contract with respects to General Liability (FORM # GRS GL 101R 07 07).

CERTIFICATE HOLDER

CANCELLATION

Motorola Solutions, Inc.
Attn: Larry Ainsworth
214 Brentwood Blvd.
Lafayette, LA 70503-3914

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS (#23341)

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
Communication between HQ & officers / officers & officers / other Agencies

2. Why is the equipment essential to the operation of the CITY OF NATCHITOCHE, LA?
Communication MUST BE maintained for officer survival

3. Does the equipment replace existing equipment? *yes*

If so, why is the replacement being made?

NARROW Banding / Upgrade to Better line of Communication

4. Is there a specific cost justification for the new equipment? *NO*

If yes, please attach outline of justification.

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

General Fund

- Have dollars already been appropriated for the Lease Payment? *Yes* -or- No

- If yes, for what fiscal year(s) have appropriations been made? *Beginning June 2013*

Combination of Federal Grant funding supplemented by General Revenues

- What fiscal year(s) is expected to be funded via federal grants: _____

- What fiscal year(s) is expected to be funded via general revenues: _____

- Have these general revenues already been appropriated for the Lease Payment(s)? Yes -or- No

Other (please describe): _____

Lessee: CITY OF NATCHITOCHE, LA

By: *Lee Posey*

Its: *Mayor*

Date: *10-9-12*

X

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement Date: _____

Lease Schedule A Date: _____

Equipment Lease Purchase Agreement No.: 23341 Lease Schedule A No. : 23341

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 23341 dated _____. See Schedule A for a detailed Equipment List.

LESSEE:

CITY OF

By: _____

Title: _____

Date: _____

To be completed after delivery





CITY OF NATCHITOCHES
PURCHASING DEPARTMENT

October 17, 2012

To: Motorola Solutions, Inc
1301 E. Algonquin Road
Schaumburg, IL 61096

Re: Purchase of Motorola Solutions' Radio Communications Equipment

This letter constitutes the City of Natchitoches' Notice to Proceed for the procurement and implementation of Motorola Solutions Radio Communications Equipment proposal dated September 21, 2012, subject to and incorporating all terms and conditions contained therein. The Contract Price is \$357,729.50 and will be paid pursuant to the Equipment Lease-Purchase Agreement executed by the parties.

The Bill to Address is:

The City of Natchitoches
Po Box 37
Natchitoches, Louisiana 71458-0037

The Shipping and Ultimate Destination Address is:

The City of Natchitoches, Louisiana
ATTN: Edd Lee
1400 Sabine Street
Natchitoches Louisiana 71457

I submit that I am a duly authorized official of the City, that my signature makes this a legal and binding document and that funding has been secured for this order.

Sincerely,

Edd Lee, Director of Purchasing

X

Form **8038-G**
(Rev. September 2011)

Information Return for Tax-Exempt Governmental Obligations

Under Internal Revenue Code section 149(e)
See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority If Amended Return, check here

1 Issuer's name
City of Natchitoches, LA

2 Issuer's employer identification number (EIN)
72-6000931

3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)

3b Telephone number of other person shown on 3a

4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite
700 Second Street

5 Report number (For IRS Use Only) **3**

6 City, town, or post office, state, and ZIP code
Natchitoches, LA 71467

7 Date of issue
8/28/2012

8 Name of issue
Equipment Lease Purchase Agreement # 23341

9 CUSIP number

10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)
Patrick G. Jones, Director of Finance

10b Telephone number of officer or other employee shown on 10a
(318) 357-3825

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education		
12	Health and hospital		
13	Transportation		
14	Public safety	336,072	00
15	Environment (including sewage bonds)		
16	Housing		
17	Utilities		
18	Other. Describe		
19	If obligations are TANs or RANs, check only box 19a	<input type="checkbox"/>	
	If obligations are BANs, check only box 19b	<input type="checkbox"/>	
20	If obligations are in the form of a lease or installment sale, check box	<input checked="" type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	10/1/2016	\$ 336,072.00	\$ 357,729.50	3 years	3.33 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest		
23	Issue price of entire issue (enter amount from line 21, column (b))		
24	Proceeds used for bond issuance costs (including underwriters' discount)		
25	Proceeds used for credit enhancement		
26	Proceeds allocated to reasonably required reserve or replacement fund		
27	Proceeds used to currently refund prior issues		
28	Proceeds used to advance refund prior issues		
29	Total (add lines 24 through 28)		
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded _____ years

32 Enter the remaining weighted average maturity of the bonds to be advance refunded _____ years

33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) _____

34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY) _____

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 83773S

Form 8038-G (Rev. 9-2011)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see Instructions)	36a	
b	Enter the final maturity date of the GIC ▶ _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool obligation ▶ _____		
c	Enter the EIN of the issuer of the master pool obligation ▶ _____		
d	Enter the name of the issuer of the master pool obligation ▶ _____		
39	If the issuer has designated the issue under section 285(b)(3)(B)(i)(III) (small issuer exception), check box ▶		<input checked="" type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box ▶		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see Instructions), check box ▶		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 14B, check box ▶		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶		
b	Enter the date the official intent was adopted ▶ _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative: Patrick G. Jones Date: 10/10/12 Type or print name and title: PATRICK G. JONES, Finance DIRECTOR

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶	Firm's EIN ▶			
Firm's address ▶	Phone no.			

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement Date: _____

Lease Schedule A Date: _____

Equipment Lease Purchase Agreement No.: 23341

Lease Schedule A No. : 23341

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 23341 dated _____. See Schedule A for a detailed Equipment List.

LESSEE:

CITY OF

By: _____

Title: _____

Date: _____

To be completed after delivery



Revised 09/26/2012



Section 6: Pricing Summary and Equipment List

Equipment

Item	Description	Qty	Price
1	MIP5000 Console	2	\$20,539.80
2	MIP5000 Console, Back Office Equipment	Lot	\$8,736.30
3	APX7500 Console, 700/800 MHz Primary and VHF Secondary Band	2	\$15,291.15
4	APX7500 Console, 700 MHz Antenna System	Lot	\$2,939.85
5	APX6000 LI, 700 / 800 MHz Portable Radios (with 50 - radio holsters, and 1 - multi unit charger)	50	\$162,320.00
6	APX6500 LI, 700/800 MHz, Mobile Radios	38	\$132,308.40
Total, Equipment			\$342,135.50

Services

Item	Description	Qty	Price
7	MIP5000 Console System: Includes installation, programming, optimization, and 700 MHz antenna installation for APX7500 Console.	2	\$6,200.00
8	APX7500 Console: Services include installation, programming.	2	\$304.00
9	APX6000 LI Portables: Services include radio programming.	50	\$1,750.00
10	APX6500 LI Mobiles: Services include programming and installation.	38	\$6,840.00
11	MIP5000 Console: Services include user training from Kay Radio; one day, on site.	Lot	\$500.00
Total, Services			\$15,594.00

Pricing Summary

Total Price, Equipment and Services \$357,729.50

23341

Motorola Confidential Restricted
Use or disclosure of this proposal is
subject to the restrictions on the title page

City of Natchitoches Police Department
Migration to Louisiana Wireless Information Network (LWIN)
September 21, 2012

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

RESOLUTION NO. 095 OF 2012

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
CHANGE ORDER NO. 1 - FINAL TO THE
WATER SYSTEM IMPROVEMENTS
FLUORIDE CHEMICAL FEED STATION AT
WATER TREATMENT PLANT
(BID NO. 0523)**

WHEREAS, the City of Natchitoches awarded a contract to J.S. Haren Company by Ordinance No. 015 of 2012 on March 12, 2012 in the base bid amount of \$67,900.00 for the Water System Improvements, Fluoride Chemical Feed Station at Water Treatment Plant (Bid No. 0523); and,

WHEREAS, the Engineer, Norman Nassif of Nassif Engineering & Architecture, LLC, has recommended Change Order No. 1 - Final dated October 9, 2012 (attached) reflecting an additional 145 days to the contract time; and

WHEREAS, Nassif Engineering & Architecture, LLC, project Engineer, recommends approval of Change Order No. 1 - Final; and

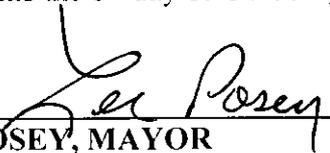
WHEREAS, the City is of the opinion that Change Order No. 1 - Final is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to execute the referenced Change Order No. 1 - Final to the agreement between the City and the Contractor.

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

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

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 8th day of October, 2012.



LEE POSEY, MAYOR

CHANGE ORDER

Change Order No.: One (1) - Final

Change Order Date: October 9, 2012

PROJECT: Water System Improvements

Fluoride Chemical Feed Station at Water Treatment Plant

OWNER: City of Natchitoches

CONTRACTOR: J.S. Haren Company

The Contract Documents are modified as follows upon execution of this Change Order:

Contract time extension as a result of additional time required due to contractors personnel conditions and late delivery date of fluoride chemical due to lack of availability.

Revised Substantial Completion and Final Completion are October 9, 2012 and November 23, 2012 accordingly.

Change in Contract Price:

Original Contract Price:\$ 67,900.00

Contract Price adjusted by prior Change Orders.....\$ N/A

Contract Price due to this Change Order (will not change):\$ 0.00

Contract Price incorporating this Change Order will be:.....\$ 67,900.00

Change in Contract Time:

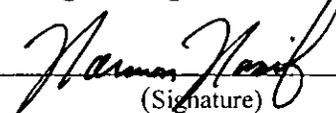
Original Contract Time (calendar days)..... 105

Contract Time adjusted by prior Change Orders N/A

Contract Time due to this Change Order (will increase): 145

Contract Time incorporating this Change Order will be: 250

Recommended by (Engineer): Nassif Engineering & Architecture, LLC


(Signature)

10/9/12
Date

Accepted by (Contractor): J.S. Haren Company


(Signature)

10/29/12
Date

Approved by (Owner): City of Natchitoches


(Signature)

10/9/12
Date

Mr. Norman Nassif explained that the additional time was necessary due to contractor availability. Mr. Mims asked when the implantation of the fluoride took place? Mr. Nassif stated it has been in place for a couple of weeks.

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

RESOLUTION NO. 096 OF 2012

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE
CERTIFICATE OF SUBSTANTIAL COMPLETION FOR THE
WATER SYSTEM IMPROVEMENTS
FLUORIDE CHEMICAL FEED STATION AT
WATER TREATMENT PLANT
(BID NO. 0523)**

WHEREAS, the City of Natchitoches awarded the contract for the Water System Improvements, Fluoride Chemical Feed Station at Water Treatment Plant (Bid No. 0523) to J.S. Haren Company by Ordinance No. 015 of 2012 on March 12, 2012 in the amount of \$67,900.00; and

WHEREAS, it is the opinion of Norman Nassif of Nassif Engineering & Architecture, LLC that the work required by the Contract is found to be substantially completed and in general conformity with the project plans and specifications as shown by his signature on the Certificate of Substantial Completion.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Natchitoches, in legal session convened:

SECTION 1: That the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to accept the work performed by Contractor in association with the said project and to execute the Certificate of Substantial Completion therewith when presented and approved by the Engineer; and

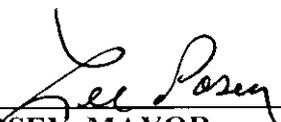
SECTION 2: That the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to issue final payment to the Contractor upon receipt of the Clear Lien Certificate issued by the Natchitoches Parish Clerk of Court, and upon the recommendation of the Engineer to issue said final payment.

NOW, THEREFORE, BE IT RESOLVED, that the Natchitoches City Council does hereby authorize the Mayor to execute the Certificate of Substantial Completion for the Water System Improvements, Fluoride Chemical Feed Station at Water Treatment Plant (Bid No. 0523) and upon presentation and approval by the engineer, Norman Nassif.

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

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

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 8th day of October, 2012.



LEE POSEY, MAYOR

Certificate of Substantial Completion

Project: Water System Improvements
Fluoride Chemical Feed Station at Water Treatment Plant
Owner: City of Natchitoches
Contractor: J.S. Haren Company
Date of Contract: April 23, 2012

This Certificate of Substantial Completion applies to all Work under the Contract Documents.

October 9, 2012
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

As applicable, a tentative list of items to be completed or corrected may be attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

Owner's Amended Responsibilities:

Security, Operation, Safety, Maintenance and Insurance.

Contractor's Amended Responsibilities:

Contractor shall maintain a Performance Bond for this project for a minimum of one year from the designated Substantial Completion date (October 9, 2013).

The following documents are attached to and made part of this Certificate:
(None)

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Owner:

City of Natchitoches

Lee Posey
Lee Posey

10/9/12
Date

Executed by Engineer:

Nassif Engineering & Architecture, LLC

Norman Nassif
Norman Nassif

10/9/12
Date

Accepted by Contractor:

J.S. Haren Company

H. Haren

10/29/12
Date

Mr. Stamey asked Mr. Nassif does this mean that everything is finalized and ready to go. Mr. Nassif stated that it is finalized. Mr. Nassif stated they had to make a few changes but they were made before we got it all wrapped up.

The following Ordinance was Introduced by Mr. Mims at the Natchitoches City Council meeting held on October 8, 2012 as follows:

ORDINANCE NO. 045 OF 2012

AN ORDINANCE DECLARING THAT THE PROPERTY COMMONLY KNOWN AS THE COUNCIL ON AGING BUILDING LOCATED ON THE NORTH SIDE OF KEYSER AVENUE BEARING MUNICIPAL ADDRESS OF 1016 KEYSER AVENUE IS SURPLUS PROPERTY AND AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES TO CONVEY THE PROPERTY TO THE NATCHITOCHES PARISH COUNCIL ON AGING, APPROVING THE TERMS AND CONDITIONS OF THE SALE, INCLUDING THE TERMS OF THE PROPOSED DEED, AND AUTHORIZING THE EXECUTION OF THE DEED BY THE MAYOR AFTER DUE COMPLIANCE WITH THE LAW.

WHEREAS, in 2001, the City of Natchitoches (City) entered into a Lease with Option to purchase certain property from the Natchitoches Parish School Board, said property commonly known as the Council on Aging building and being more fully described as follows, to-wit:

That certain tract or parcel of land, together with all buildings and improvements located thereon, situated in the City and Parish of Natchitoches, Louisiana, bearing municipal address of 1016 Keyser Avenue, and being more particularly described as follows, to-wit:

Lots Five (5) and Four (4) of Block "E" of Blanchard Road Subdivision, Unit No. 2, as shown on a plat of survey prepared by A. J. Brouillette, a registered surveyor, in Map Slide 116B of the records of Natchitoches Parish, Louisiana, and as is also shown on a plat recorded at Map Slide 105A of the records of Natchitoches Parish, Louisiana.

The said property being bounded on the South by Keyser Avenue, on the West by Renee Street, on the North by Lot Six of Blanchard Road Subdivision, Unit No. 2, and on the East by property, now or formerly of Humble Oil Company.

(Sometimes hereinafter referred to as "Subject Property"); and

WHEREAS FURTHER, in 2009, the City exercised its option to purchase the property from the Natchitoches Parish School Board for the total consideration of \$400,000.00, by deed recorded January 14, 2010, at Conveyance Book 637, page 537 acquired the Subject Property; and

WHEREAS FURTHER, that the Subject Property was made available for use by the Natchitoches Parish Council on Aging (Sometimes hereinafter referred to as "Council on Aging") through a Cooperative Endeavor Agreement in order to provide services to the elderly residents of the City and Parish of Natchitoches, Louisiana; and

WHEREAS FURTHER, the Council on Aging now has funds available to purchase and improve the Subject Property with the intent to continue to utilize the Subject Property to provide services to the elderly citizens of the City and Parish of Natchitoches Louisiana; and

WHEREAS FURTHER, an appraisal of the Subject Property, dated September 2012, has been completed by Steven D. Sholar, and the appraisal reflects an appraised value of \$420,000.00, and the Council on Aging has agreed to pay that price for the Subject Property; and

WHEREAS FURTHER, under the provisions of Louisiana R. S. 33:4712, any property owned by the City can be sold to any person after due advertisement and compliance with the law which is to include a finding and declaration that the property is no longer needed for any public purpose; and

WHEREAS FURTHER, the City Council of the City of Natchitoches does hereby find that the Subject Property is not needed by the City for any public purpose, and in fact, the best use of the property would be its continued use as a facility utilized for providing services to the elderly citizens of the City and Parish of Natchitoches, Louisiana; and

WHEREAS FURTHER, in order to insure the continued current use the Subject Property, the deed conveying the Subject Property to the Council on Aging shall include a clause requiring such use for a ten year period and shall include an option in favor of the City to repurchase the Subject Property if the Council on Aging should cease to use the Subject Property for that purpose; and

WHEREAS FURTHER, the City Council of the City of Natchitoches finds that as the Subject Property is being conveyed to the Council on Aging, there is no further need for the Cooperative Endeavor Agreement or any other agreement with the Council on Aging, and all such agreements should be terminated; and

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

(1) That the City Council of the City of Natchitoches finds that the Subject Property, described above, is not needed for any public purpose by the City.

(2) That the City Council has reviewed and approves the form of the deed from the City of Natchitoches to the Council on Aging.

(3) That after due proceedings and advertisement, the City does sale the property to the Natchitoches Parish Council on Aging for the appraised value and sum of \$420,000.00, cash, under the terms and conditions set forth therein, but only after final adoption of this ordinance, and after final compliance with due legal proceedings and advertisements required by law.

(4) 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 the ordinance be posted in the City Hall.

(5) 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.

(6) 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 deed to sale the subject property to Natchitoches Parish Council on Aging for the total sum of \$420,000.00, all in conformance with the terms of the deed, a copy of which is attached hereto.

(7) That the City Clerk be authorized to advertise this proposed sale 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.

D E E D AND TRANSFER OF PROPERTY

STATE OF LOUISIANA

PARISH OF NATCHITOCHEES

BE IT KNOWN, That this day before me, the undersigned Notaries Public, in and for the above stated jurisdiction, duly commissioned and sworn, came and appeared:

CITY OF NATCHITOCHEES, LOUISIANA, a municipal corporation, with mailing address of Post Office Box 37, Natchitoches, Louisiana, 71458-0037, represented herein by Mayor Wayne McCullen, duly authorized to act herein pursuant to Ordinance Number 62 of 2008, a copy of which is attached hereto

(sometimes hereinafter referred to as "**CITY**");

who declared that it does, by these presents, **GRANT, BARGAIN, SELL, SET OVER, TRANSFER, CONVEY AND DELIVER**, with all legal warranties and full guarantee of title, and with complete transfer and subrogation of all rights and actions of warranty against all former proprietors of the property herein conveyed, together with all rights of prescription, whether acquisitive or liberative, unto:

NATCHITOCHEES PARISH COUNCIL ON AGING, with mailing address of _____, and represented herein by _____

(sometimes hereinafter referred to as "**COUNCIL**");

the following described property, to-wit:

That certain tract or parcel of land, together with all buildings and improvements located thereon, situated in the City and Parish of Natchitoches, Louisiana, bearing municipal address of 1016 Keyser Avenue, and being more particularly described as follows, to-wit:

Lots Five (5) and Four (4) of Block "E" of Blanchard Road Subdivision, Unit No. 2, as shown on a plat of survey prepared by A. J. Brouillette, a registered surveyor, in Map Slide 116B of the records of Natchitoches Parish, Louisiana, and as is also shown on a plat recorded at Map Slide 105A of the records of Natchitoches Parish, Louisiana.

The said property being bounded on the South by Keyser Avenue, on the West by Renee Street, on the North by Lot Six of Blanchard Road Subdivision, Unit No. 2, and on the East by property, now or formerly of Humble Oil Company.

TO HAVE AND TO HOLD said described property unto said purchaser, its heirs, successors and assigns, forever.

This sale is made for the consideration of Four Hundred Twenty Thousand and no/100 (\$420,000.00) dollars receipt of which is hereby acknowledged and the additional consideration which is more fully set forth as follows, to-wit:

1) The Vendee hereby covenants and agrees to continue to operate a facility on the property conveyed herein that will provide services to the elderly of the City and Parish of Natchitoches, Louisiana for a period of at least ten years. In the event that Vendee ceases to operate such a facility or if the Vendee should offer the property for sale, then in that event, the Vendor shall have an option to purchase the property for the sum and price of Four Hundred and Twenty Thousand and no/100 (\$420,000.00) dollars

2) Any and all cooperative endeavor agreements or any similar type of agreement between the City and the Council are hereby declared to be terminated and at an end.

It is expressly agreed that the immovable property herein conveyed and all improvements and component parts, plumbing, electrical systems, mechanical equipment, heating and air conditioning systems, built-in appliances, and all items located hereon are conveyed by Seller and accepted by Purchaser "AS IS, WHERE IS," without any warranties of any kind whatsoever, even as to the metes and bounds, zoning, operations, or suitability of the property for the use intended by the Purchaser, without regard to the presence of apparent or hidden defects and with the Purchaser's full and complete waiver of any and all rights for the return of all or any part of the purchase price by reason of any such defects.

Purchaser acknowledges and declares that neither the Seller nor any party, whomsoever, acting or purporting to act in any capacity whatsoever on behalf of the Seller has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, or upon which the Purchaser has relied, concerning the existence or non-existence of any quality, characteristic or condition of the property herein conveyed. Purchaser has had full, complete and unlimited access to the property herein conveyed for all tests and inspections which Purchaser, in Purchaser's sole discretion, deems sufficiently diligent for the protection of Purchaser's interest.

Purchaser expressly waives the warranty of fitness and the warranty against redhibitory vice and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2520 through 2548, inclusive, and any other applicable state or federal law and the jurisprudence thereunder.

Purchaser also waives any right Purchaser may have in redhibition to a return of the purchase price or to a reduction of the purchase price paid pursuant to Louisiana Civil Code Articles 2520 to 2548, inclusive, in connection with the property hereby conveyed to Purchaser by Seller. By Purchaser's signature, Purchaser expressly acknowledges all such waivers and Purchaser's exercise of Purchaser's right to waive warranty pursuant to Louisiana Civil Code Article 2520 and 2548, inclusive.

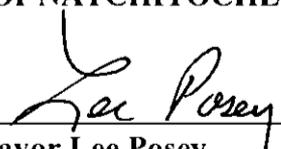
The certificate of mortgage is hereby waived by the parties. Taxes are assumed by the Vendee. No title opinion given by Notary hereto unless under separate cover letter.

**STATE OF LOUISIANA
PARISH OF NATCHITOCHEs**

DONE AND PASSED at my office in said Parish of Natchitoches, State of Louisiana, in the presence of the undersigned competent witnesses, and me, Notary Public, on this the ____ day of November, 2012.

ATTEST:

CITY OF NATCHITOCHEs, LOUISIANA



by: **Mayor Lee Posey**

Witness Signature

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC
Notary No. _____

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

THUS DONE AND SIGNED on this the ____ day of _____, 2012, in the presence of the undersigned Notary Public and subscribing witnesses, at _____, Louisiana.

WITNESSES:

**NATCHITOCHE PARISH COUNCIL
ON AGING**

Witness Signature

by:

Printed Witness Name

Witness Signature

Printed Witness Name

Notary Name: _____

Notary No.: _____

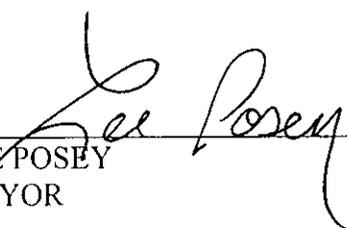
Mr. Mims continued that in 2001 the City entered into a Lease with Option to purchase on this property with the Natchitoches Parish School Board. In 2009 the City exercised its option to purchase and purchased the property for the total consideration of \$400,000.00. An appraisal has been completed reflecting the appraised value of \$420,000.00. The Council on Aging has agreed to purchase the property for this appraised value. Following the transfer of the property to the Council on Aging there will be no further need for the Cooperative Endeavor Agreement between the City and the Council on Aging and all such agreements will be terminated. Mr. Mims moved that the resolution be introduced. Mayor Posey stated this resolution is for introduction only. Mayor Posey stated that after meeting with the Department heads the City could find no useful purpose of the property. Mayor Posey continued the City was making repairs on the building and keeping the grounds and when The Council on Aging takes possession of the property, the City will no longer be obligated. Mayor Posey further stated it was his understanding that the Council on Aging intends to take the building down to ground level and build a really neat facility for our community and they have some really good plans. Ms. Morrow asked if this is the property opposite from the movie theatre? Mayor Posey stated that is was the property on Ralph Street.

Mayor Posey also announced that the City of Natchitoches will be closed Monday, November 12, 2012 in observance of Veterans Day.

Mayor Posey also announced that the City Council Meeting scheduled for Monday, November 12, 2012 will be re-scheduled to Tuesday, November 13, 2012.

Ms. Morrow stated that she would like to invite everyone out on October 12 to the Martin Luther King Center for a Neighborhood Revitalization Forum. They will have some folks present to explain exactly what neighborhood revitalization is, how it works and where the funding comes from.

With no further discussion, Mr. Nielsen moved for adjournment, seconded by Mr. Stamey. The meeting was adjourned at 6:05 p.m.


LEE POSEY
MAYOR


DON MIMS
MAYOR PRO TEMPORE