

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
DECEMBER 10, 2012**

5:30 P.M.

AGENDA

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF NOVEMBER 26, 2012**
5. **PRESENTATION OF 2012 BLACK HERITAGE BEAUTY QUEENS**

Miss Black Heritage	-	Angel Greer
Miss Fall Festival & Miss Photogenic	-	Tashara Holmes
Miss Self-Esteem	-	Mackenzie Johnson
Miss Black Princess	-	Andrea Coats
Miss Talent Princess	-	Junti Franklin
Miss Multicultural	-	Crystal Bell
Miss Sweetheart	-	Kyra Valentine
Miss Essence	-	Ma'lasia Johnson
Miss Hope	-	Heaven Sam
Miss Progress	-	Kytierre Lazard
Miss Ebony	-	Nalayjia Johnson
Miss Empowerment Princess	-	Anaya Mitchell

6. **BID – AWARD:**
#051 Nielsen Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For Water System Improvements Water Circulation System For East Natchitoches Elevated Water Tank (Bid No. 0533)

7. **PLANNING & ZONING – INTRODUCTION:**
#052 Nielsen Ordinance Amending Ordinance Number 7 of 2012, Extending The Time Limit Within Which Infrastructure Improvements May Be Completed Before Zoning Reverts To R-1, And Further Providing For The Fixing Of A Public Hearing, Advertisement, Fixing Council District For Same, Fixing Zoning Classification And Providing For An Effective Date Of The Ordinance

8. **ORDINANCES – INTRODUCTION:**

- #053 Morrow** Ordinance Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute An Amendment To That Lease In Favor Of Flight Academy Of New Orleans, L.L.C., Of Lot 1A Of The Natchitoches Regional Airport As Shown On The Airport Layout Plan Of April 27, 2001 By Alliance Incorporated And Further Providing For Advertising Of The Amended Lease And Effective Date
- #054 Mims** Ordinance To Amend And Reenact Section 3-2, Entitled Airport Advisor Commission; Which Section Is Located In Chapter 3 Of The Code Of Ordinances, Which Said Chapter Deals With The Natchitoches Regional Airport, Said Amendment Being Made To Provide For Requirements Of Members Of The Commission, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance
- #055 Stamey** Ordinance Authorizing The Mayor Of The City Of Natchitoches, Louisiana, To Enter Into A Cooperative Endcavor Agreement With Northwestern State University For The Removal Of Trees Located On Property Of Northwestern State University And Associated Work On Campus, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance

MOTION TO ADD ORDINANCE #056 :

- #056 Morrow** Ordinance Authorizing The City To Lease Dry Storage Area In A Warehouse Located At The ADM Gin Site To Mondo USA, Setting The Terms And Conditions Of Same, And Authorizing The Execution Of The Lease By The Mayor, Lee Posey, After Due Compliance With The Law, And Further Providing For Advertising Of The Lease And An Effective Date

9. **RESOLUTIONS:**

- #109 Nielsen** Resolution Authorizing The Mayor To Enter Into A Contract With Employers Risk Management Services As The Workers Compensation Third Party Administrator For The City Of Natchitoches
- #110 Nielsen** Resolution Authorizing The Mayor To Execute Change Order No.2 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**)
- #111 Mims** Resolution Supporting The “Sister Community Partnership” Between The Cities And Parishes Of Central Louisiana And Shangqiu, China

10. **ANNOUNCEMENTS:**

- There will **not** be a City Council meeting on **Monday, December 24, 2012.**
- The offices of the City of Natchitoches will be closed **Monday, December 24 & Tuesday, December 25, 2012** for the Christmas Holidays and **Monday, December 31, 2012 & Tuesday, January 1, 2013** for New Years.
- The next scheduled City Council meeting will be **January 14, 2013.**

11. **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, DECEMBER 10, 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, December 10, 2012 at 5:30 p.m.

There were present:

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

Guests:

Absent: Councilman Larry Payne

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

Mayor Posey then called for the reading and approval of the minutes of the November 26, 2012 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Mr. Stamey. The roll call vote was as follows:

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

Ms. Sylvia Morrow introduced the Black Heritage Beauty Queens:

Miss Black Heritage - Angel Greer Tashara
Miss Fall Festival & Miss Photogenic - Holmes Mackenzie
Miss Self-Esteem - Johnson Andrea
Miss Black Princess - Coats
Miss Talent Princess - Junti Franklin
Miss Multicultural - Crystal Bell
Miss Sweetheart - Kyra Valentine
Miss Essence - Ma'lasia Johnson
Miss Hope - Heaven Sain
Miss Progress - Kytierre Lazard
Miss Ebony - Nalayjia Johnson
Miss Empowerment Princess - Anaya Mitchell

Mayor Posey thanked the ladies for coming and wished them good luck in the future.

Mayor Posey stated this is the first meeting we've had since the Christmas festival and he can't thank everyone enough for all the compliments he is receiving. He thanked all the city employees and the Festival Committee for four super weekends. Mayor Posey announced that we lost Ricky Issac, a City Police officer, this weekend and asked everyone to keep his family in their prayers.

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

ORDINANCE NO. 051 OF 2012

**ORDINANCE AUTHORIZING THE MAYOR OF
THE CITY OF NATCHITOCHEs TO AWARD THE BID FOR
WATER SYSTEM IMPROVEMENTS WATER CIRCULATION SYSTEM FOR EAST
NATCHITOCHEs ELEVATED WATER TANK
(BID NO. 0533)**

WHEREAS, on November 30, 2012, the appointed committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; David Stamey, Councilman; Bryan Wimberly, Director of Utilities; and Norman Nassif of Nassif Engineering & Architecture, LLC reviewed the bid proposals for the Water System Improvements Water Circulation System for East Natchitoches Elevated Water Tank for the Water Treatment Plant (Bid No. 0533).

WHEREAS, this bid was advertised in the *Natchitoches Times* on September 14, 21 and October 5, 2012 in accordance with law; and

WHEREAS, one bid proposal was received and opened on November 30, 2012 as follows:

- 1) Pipe Tech, Inc.,
Mandeville, Louisiana.....\$38,000.00

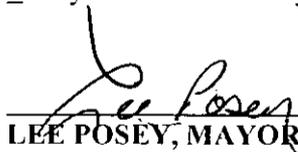
WHEREAS, the above appointed committee members unanimously recommend the City award the bid to the lowest responsive bidder, **Pipe Tech, Inc.**, of Mandeville, LA, in the amount of **\$38,000.00**.

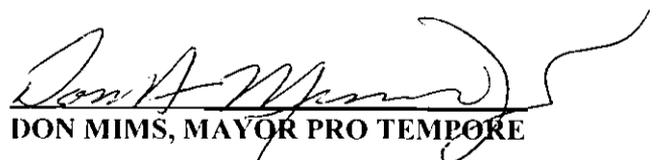
NOW, THEREFORE, BE IT RESOLVED that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.

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

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

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 4 Ayes to 0 Nays this the 10th day of December, 2012.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 11th day of December, 2012 at 10:00 A.M.



CITY OF NATCHITOCHEES
PURCHASING DEPARTMENT

November 30, 2012

Mayor Lee Posey
City Hall
Natchitoches, LA 71457

Re: Bid number 0533 – Recirculation System for East Natchitoches Water Tank

Dear Mayor Posey,

The appointed committee of Pat Jones, Edd Lee, David Stamey and Bryan Wimberly has reviewed the bid proposal for the purchase of a recirculation system for the East Natchitoches Water Tank.

The committee was unanimous in its decision to award the bid to the low bidder, Pipe Tech, Inc., Mandeville, LA, in the amount of \$38,000.00. The bid from Pipe Tech was the only bid received.

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

We request ratification of this award at the next meeting of the City Council on December 10, 2012.

Very truly yours,

David Stamey
Councilman Dist. 1

Bryan Wimberly
Director of Utilities

Edd Lee
Director of Purchasing

Pat Jones
Director of Finance

The following Ordinance was Introduced by Mr. Nielsen at the Natchitoches City Council meeting held on December 10, 2012 as follows:

ORDINANCE NO. 052 OF 2012

AN ORDINANCE AMENDING ORDINANCE NUMBER 7 OF 2012, EXTENDING THE TIME LIMIT WITHIN WHICH INFRASTRUCTURE IMPROVEMENTS MAY BE COMPLETED BEFORE ZONING REVERTS TO R-1, AND FURTHER PROVIDING FOR THE FIXING OF A PUBLIC HEARING, ADVERTISEMENT, FIXING COUNCIL DISTRICT FOR SAME, FIXING ZONING CLASSIFICATION AND PROVIDING FOR AN EFFECTIVE DATE OF THE ORDINANCE.

WHEREAS, Ordinance Number 7 of 2012 was adopted by the City Council of the City of Natchitoches on the 26th day of March 2012, which said Ordinance provided for the annexation of a tract of ground; and

WHEREAS FURTHER, there is an existing mobile home park located on a portion of the property that was annexed, which mobile home park had existing infrastructure for sewer and drainage, but required improvements before being tied into the City's system; and

WHEREAS FURTHER, the owner of the mobile home park agreed to make the necessary improvements, all as is evidenced by correspondence contained in the file maintained by the Director of Planning and Zoning; and

WHEREAS FURTHER, in order to secure that the necessary improvements were made by the owner of the mobile home park, the parties agreed that the zoning of the mobile home park will revert to R-1, if the improvements were not made and approved by the Director of Utilities and the Director of Planning and Zoning within nine months from the date of the adoption of Ordinance Number 7 of 2012; and

WHEREAS FURTHER, the owner of the mobile home park will not be able to complete the improvements within the time period set forth in Ordinance Number 7 of 2012, but has provided evidence to the City that he has secured the necessary engineering services to design the plans and specifications for the infrastructure improvements and desires to complete the improvements; and

WHEREAS FURTHER, due to the good efforts of the property owner, the City Council of the City of Natchitoches desires to extend the time period within which the improvements may be completed before the property reverts to R-1; and

NOW THEREFORE, be it ordained by the City Council of the City of Natchitoches, in legal session assembled as follows:

Section 4 of Ordinance Number 7 of 2012 is hereby amended and restated to provide as follows, to-wit:

"Section 4. Be it further ordained by the City Council that the above described property be, and it is hereby annexed into the corporate limits of the City of Natchitoches, with a zoning classification of B-3, but that said zoning, as to the mobile home park, will revert to R-1 if the infrastructure improvements agreed to by the owner of the mobile home park have not been made and approved by the Director of Utilities and the Director of Planning and Zoning on or before June 30, 2013.

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

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

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

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

This ordinance was introduced on the 10TH day of December, 2012 and published in the *Natchitoches Times* on December 14, 2012.

Mayor Posey asked Juanita Fowler to elaborate on Ordinance #052. Ms. Fowler stated she and the owner have had several meetings with Mr. Whitten and during the last meeting there was a request for an extension of time to complete the improvements to the mobile home park. The owner stated he would not be able to complete the required work within the time period previously set forth in Ordinance No. 7 of 2012. A copy of a letter was presented tonight that gave the intended timeline for the improvements. The request tonight would be for the Council to introduce an ordinance that would give the developer until June 30th to complete all phases of the project. Mayor Posey stated this project is needed and they are trying to work with the developer. Mayor Posey stated the only question he has is if this timeline included the hard surface road. Ms. Fowler acknowledged that this timeline included the road. Mayor Posey stated this ordinance stands introduced.

The following Ordinance was introduced by Ms. Morrow at the Natchitoches City Council meeting held on December 10, 2012 as follows:

ORDINANCE NO. 053 OF 2012

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, LEE POSEY, TO EXECUTE AN AMENDMENT TO THAT LEASE IN FAVOR OF FLIGHT ACADEMY OF NEW ORLEANS, L.L.C., OF LOT 1A OF THE NATCHITOCHEs REGIONAL AIRPORT AS SHOWN ON THE AIRPORT LAYOUT PLAN OF APRIL 27, 2001, BY ALLIANCE INCORPORATED AND FURTHER PROVIDING FOR ADVERTISING OF THE AMENDED LEASE AND AN EFFECTIVE DATE.

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

WHEREAS FURTHER, by Ordinance Number 10 of 2012, the City of Natchitoches (sometimes hereinafter "City") approved the lease of Lot 1A to Flight Academy of New Orleans, L.L.C. (sometimes hereinafter "Flight Academy"), and a lease was executed between the parties; and

WHEREAS FURTHER, due to unanticipated issues, the City and the Flight Academy have renegotiated the terms of the lease to allow for an extended period of time for the Flight Academy to ramp up its operations; and

WHEREAS FURTHER, the parties have agreed to amend the provisions contained in Section 2 of the Lease to provide for rent for the time period from December 1, 2012, through the end of May 2013 in the amount of \$750.00, all as more fully set forth in the attached Amended Lease Agreement by and between the City of Natchitoches, and Flight Academy of New Orleans, L.L.C.; and

WHEREAS FURTHER, all of the other terms of the original Lease Agreement will remain the same; and

WHEREAS FURTHER, the City Council of the City of Natchitoches desires to amend the lease as provided for in the attached Amended Lease Agreement; and

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

(1) That after due proceedings and advertisement, the said City does Amend that Lease Agreement with the Flight Academy of New Orleans, L.L.C. to provide for rental as set forth in the attached Amended Lease Agreement.

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

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

(4) That the Mayor, Lee Posey, be and he is hereby authorized, after due proceedings had, and after the legal delays have run, to execute an Amended Lease Agreement in favor of Flight Academy of New Orleans, L.L.C., leasing that property more fully shown and depicted as Lot 1A on the Airport Layout Plan of April 27, 2001, together with the associated asphalt apron and parking area, for the term of ten (10) years, with the monthly rental as set forth in the Lease Agreement as amended.

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

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

THIS ORDINANCE was introduced on the 10TH day of December, 2012 and published in the *Natchitoches Times* on December 14, 21 and 28, 2012.

STATE OF LOUISIANA

PARISH OF NATCHITOCHEs

AMENDMENT TO LEASE AGREEMENT

BE IT KNOWN that this agreement is made and entered into on this the day of _____, 2012, before the undersigned Notaries Public and subscribing witnesses, by and between:

THE CITY OF NATCHITOCHEs, LOUISIANA, a Municipal Corporation, with mailing address of P. O. Box 37, Natchitoches, Louisiana, 71458-0037, represented herein by Lee Posey, Mayor, pursuant to an Ordinance No. 053, of 2012 adopted by the City Council of the City of Natchitoches on the ____ day of _____, 2012, the City of Natchitoches hereinafter referred to as the "**LESSOR**",

AND

Flight Academy of New Orleans, L.L.C., a Louisiana limited liability company, with mailing address of 5701 Walter Beech Street, New Orleans, Louisiana 70126, hereinafter referred to as the "**LESSEE**",

who declared as follows, to-wit:

The parties hereto did enter into a Lease Agreement for a ten year period, beginning April 1, 2012, and running through March 31, 2022.

That due to unforeseen issues, the LESSEE has had complications with the startup of its operations, and due to those issues, the parties have agreed to amend Paragraph 2 of the Lease Agreement to provide for a new rent payment provision.

Therefore the parties hereto do hereby amend Paragraph 2 of the Lease Agreement to provide as follows, to-wit:

1.

It is understood and agreed that the business operations of Lessee may take some time to become established, and in recognition of this fact, the rental shall be Three Hundred and no/100 (\$300.00) Dollars for the first six months, beginning April 1, 2012. After the first six months the

rent shall increase to Seven Hundred Eighty-Three and 33/100 (\$783.33) Dollars, effective October 1, 2012. The rent shall then change to Seven Hundred Fifty and 00/100 (\$750.00) Dollars, effective December 1, 2012. On June 1, 2013, the rent shall then increase to Two Thousand Three Hundred Fifty and no/100 (\$2,350.00) Dollars. The monthly rental of Two Thousand Three Hundred Fifty and no/100 (\$2,350.00) Dollars shall remain in effect for the remaining term of the lease, as it may be extended. The rental consideration is for the use of said tract and the privileges incidental thereto. The monthly rent shall be payable in advance each month with the first payment being paid herewith, receipt of which is acknowledged. Successive monthly rental payments shall be due on the first day of each month throughout the term of this lease. The monthly rental of Two Thousand Three Hundred Fifty and no/100 (\$2,350.00) Dollars is calculated on the basis of \$2.40 per square foot for the area described as having a total of 11,737 square feet.

After five years, on April 1 of 2017, the rental under this lease shall be adjusted to reflect the changes in the purchasing power of the dollar, whether upward or downward, as follows:

The base for the purpose of rental adjustment shall be the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for the 1st of January 2012. The difference between the Index figure for January 1, 2012, and the figure published for that January immediately preceding any renewal term hereunder shall be determined and computed as a percentage of change. This percentage of the base rent shall be added to the annual base rent, or subtracted from it if the change be downward, and the sum shall constitute the annual rent for the remaining term.

If any change is made by the United States Government in the formulation or method under which the Consumer Price Index is computed, then the parties agree that an appropriate adjustment in computing the rent for any renewal term shall be made by the parties, and if they are unable to agree on such adjustment, then said adjustment shall be submitted to arbitration under the rules of the American Arbitration Association.

All payments are to be made to the order of the City of Natchitoches, at the City Hall.”

The remaining terms of the original lease shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Natchitoches, in the presence of the undersigned witnesses and Notary Public, executed this Lease on this _____ day of _____ 2012, at Natchitoches, Louisiana.

WITNESS

**CITY OF NATCHITOCHEs,
LOUISIANA**

By: _____
LEE POSEY, MAYOR

WITNESS

Signature of Notary Public

Printed name of Notary Public
Notary No. _____

**STATE OF LOUISIANA
PARISH OF ORLEANS**

IN WITNESS WHEREOF, _____, on behalf of Flight Academy of New Orleans, L.L.C., in the presence of the undersigned witnesses and Notary Public, executed this Lease on this ___ day of _____, 2012, at _____, State of Louisiana.

WITNESS

Flight Academy of New Orleans, L.L.C.

By: _____

WITNESS

Printed Name:

Signature of Notary Public

Printed name of Notary Public
Notary No. _____

Mayor Posey stated that they are trying to work with the people who are coming here for the flight academy. Stanley Salter stated this is an issue that came about as a result of Hurricane Issac. Due to the hurricane, the flight academy was unable to get established on the airport as originally planned and they missed the window of opportunity to promote student enrollment at Northwestern State University. Also the planned enrollment of students from China has been slowed due to political issues. These are all items out of the control of the Flight Academy and pushed them into an extended period of time for their plan and this is the reason for the extension. Mayor Posey stated we still want this program and it will be good for the community. Mayor Posey stated that the ordinance stands introduced.

The following Ordinance was Introduced by Mr. Mims at the Natchitoches City Council meeting held on December 10, 2012 as follows:

ORDINANCE NUMBER 054 OF 2012

AN ORDINANCE TO AMEND AND REENACT SECTION 3-2, ENTITLED AIRPORT ADVISORY COMMISSION; WHICH SECTION IS LOCATED IN CHAPTER 3 OF THE CODE OF ORDINANCES, WHICH SAID CHAPTER DEALS WITH THE NATCHITOCHE REGIONAL AIRPORT, SAID AMENDMENT BEING MADE TO PROVIDE FOR REQUIREMENTS OF MEMBERS OF THE COMMISSION, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.

WHEREAS, Section 3-2 of the Code of Ordinances of the City of Natchitoches provides for an Airport Advisory Commission; and

WHEREAS FURTHER, Section 3-2 of the Code of Ordinances currently provides as follows, to-wit:

“Sec. 3-2. Airport advisory commission.

(a) The airport advisory commission shall consist of seven (7) members, all of whom must reside in the Parish of Natchitoches, and shall be appointed by the mayor, at his pleasure.

(b) Each member's term shall run concurrent with the term of the mayor. Whenever the term of a member of the commission expires, or the position becomes vacant, for any reason, the mayor shall appoint his successor. The members may serve consecutive terms.

(c) The airport advisory commission shall have the duty of advising the mayor and city council on all matters concerning the airport and its operation, improvement, equipment and maintenance.

(d) The recommendations of the airport advisory commission shall be advisory only, and the mayor and council shall not be legally obligated to follow the recommendations of the airport advisory commission, which is not an "airport authority" as set forth in R.S. 2:601 et seq.

(e) A chairman of the commission shall be elected by the members of the commission in July of each year. The chairman may serve consecutive terms.”

; and

WHEREAS FURTHER, by Resolution 15 of 2012, the Airport Commission has recommended that the above Ordinance be amended to include the following language: “The Airport Advisory Commission shall consist of (7) members, all of whom must reside in the Parish of Natchitoches or be a current tenant of the Natchitoches Regional Airport”; and

WHEREAS FURTHER, the Airport Commission has recommended that the City of Natchitoches amend and re-adopt Section 3-2 of the Code of Ordinances for the City of Natchitoches, Louisiana, in order to provide for the change as set forth above; and

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

WHEREAS FURTHER, the City Council of the City of Natchitoches, Louisiana, desires to amend and reenact Section 3-2 of the Code of Ordinances of the City of Natchitoches, Louisiana, as recommended by the Airport Advisory Commission; and

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

SECTION 1. Section 3-2 of the Code of Ordinance of the City of Natchitoches is hereby amended and reenacted to read as follows:

"Sec. 3-2. Airport advisory commission.

(a) The airport advisory commission shall consist of seven (7) members, all of whom must reside in the Parish of Natchitoches or be a current tenant of the Natchitoches Regional Airport, and shall be appointed by the mayor, at his pleasure.

(b) Each member's term shall run concurrent with the term of the mayor. Whenever the term of a member of the commission expires, or the position becomes vacant, for any reason, the mayor shall appoint his successor. The members may serve consecutive terms.

(c) The airport advisory commission shall have the duty of advising the mayor and city council on all matters concerning the airport and its operation, improvement, equipment and maintenance.

(d) The recommendations of the airport advisory commission shall be advisory only, and the mayor and council shall not be legally obligated to follow the recommendations of the airport advisory commission, which is not an "airport authority" as set forth in R.S. 2:601 et seq.

(e) A chairman of the commission shall be elected by the members of the commission in July of each year. The chairman may serve consecutive terms."

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

SECTION 3. If any portion of this Ordinance is declared to be invalid or unconstitutional in any manner, the invalidity shall be limited to that particular section or provision, and shall not affect the remaining portions of the ordinance, which shall remain valid

and enforceable, it being the intention of the City Council that each separate provision shall be deemed independent of all other provisions herein.

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

THIS ORDINANCE was introduced on December 10, 2012 and published in the *Natchitoches Times* on December 14, 2012.

Mr. Stanley Salter stated this issue came about over the past year where we had the transition of several airport commission members. There has been several members leave and new ones come and some of the new members do not meet the requirements of the current Ordinance. The Ordinance requires they be a resident of Natchitoches Parish. Mr. Salter continued that we have tenants at the airport who are very active in promoting the airport who do not have their residence in Natchitoches. One in particular has his residence in Alaska. This is the situation we have observed and this is why we are asking that this Ordinance be presented. Mayor Posey stated he hopes this works out because the person they are talking about is instrumental at the airport and brings a wealth of knowledge with him to our airport. Mayor Posey stated the ordinance stands introduced. Ms. Precious Barber asked if there would be someone on the committee who represents those who are poor and in poverty to prevent any type of discrimination. Mayor Posey stated they have a great committee out there; however, they will look into it and see. Ms. Morrow stated we have Mr. Marcus Jones who serves on the committee and she is in touch with him quite a bit and she is sure that Marcus would let them know if something is not going right out there. Ms. Barber stated she was aware he was on the committee; however, she still has that question.

The following Ordinance was Introduced by Mr. Stamey at the Natchitoches City Council meeting held on December 10, 2012 as follows:

ORDINANCE NO. 055 OF 2012

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, LOUISIANA, TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH NORTHWESTERN STATE UNIVERSITY FOR THE REMOVAL OF TREES LOCATED ON PROPERTY OF NORTHWESTERN STATE UNIVERSITY AND ASSOCIATED WORK ON CAMPUS, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.

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

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

WHEREAS FURTHER, the City, working with the Louisiana Department of Transportation and Development Aviation Division, has identified trees near the Natchitoches Regional Airport that are currently or will soon be obstructions to navigable airspace; and

WHEREAS FURTHER, the City has approached Northwestern State University (sometimes hereinafter "NSU") regarding trees that are or will be obstructions and that are located on property of NSU; and

WHEREAS FURTHER, NSU has expressed a desire to assist the City and allow the removal of the identified trees located on its property, but has requested that the trees be removed from its property and that the resulting stumps be ground; and

WHEREAS FURTHER, in addition, NSU has requested that top soil and sod be placed in a ten foot diameter where each tree is removed; and

WHEREAS FURTHER, the City will further replace each tree removed with a crepe myrtle which will be placed and planted at the direction of NSU; and

WHEREAS FURTHER, as further consideration, the City will utilize its utility crews to remove four power poles that are located on the NSU campus and are no longer in service; and

WHEREAS FURTHER, there are forty-four trees that have been identified for removal on the NSU Golf Course, thirty-seven of which are between Highway 1 and fairway 15 and seven of which are between fairway 15 and fairway 16; and

WHEREAS FURTHER, there are forty trees that have been identified for removal on the West end of the NSU campus, thirty-five of which are on either side of Tarlton Road and four of which are in the pasture to the West of Tarlton Road; and

WHEREAS FURTHER, the City and NSU have agreed to enter into a Cooperative Endeavor Agreement (sometimes hereinafter "CEA") setting forth the above agreement between the parties; and

WHEREAS FURTHER, under the CEA, the City will be responsible for the following:

- 1) the City will remove all of the identified trees and will grind all resulting stumps;
- 2) the City will place top soil and sod in a ten foot diameter where each tree is removed;
- 3) the City will further replace each tree removed with a crepe myrtle which will be placed and planted at the direction of NSU; and
- 4) the City will utilize its utility crews to remove four power poles that are located on the NSU campus and are no longer in service;

WHEREAS FURTHER, under the CEA, NSU will consent to the removal of the trees identified above by the City

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

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

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

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

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

THIS ORDINANCE was introduced on December 10, 2012 and published in the *Natchitoches Times* on December 14, 2012.

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

COOPERATIVE ENDEAVOR AGREEMENT

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

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

WHEREAS FURTHER, Northwestern State University (sometimes hereinafter referred to as "NSU") is a Louisiana _____; and

WHEREAS FURTHER, the City, working with the Louisiana Department of Transportation and Development Aviation Division, has identified trees near the Natchitoches Regional Airport that are currently or will soon be obstructions to navigable airspace; and

WHEREAS FURTHER, the City has approached Northwestern State University (sometimes hereinafter "NSU") regarding trees that are or will be obstructions and that are located on property of NSU; and

WHEREAS FURTHER, NSU has expressed a desire to assist the City and allow the removal of the identified trees located on its property, but has requested that the trees be removed from its property and that the resulting stumps be ground; and

WHEREAS FURTHER, in addition, NSU has requested that top soil and sod be placed in a ten foot diameter where each tree is removed; and

WHEREAS FURTHER, the City will further replace each tree removed with a crepe myrtle which will be placed and planted at the direction of NSU; and

WHEREAS FURTHER, as further consideration, the City will utilize its utility crews to remove four power poles that are located on the NSU campus and are no longer in service; and

WHEREAS FURTHER, there are forty-four trees that have been identified for removal on the NSU Golf Course, thirty-seven of which are between Highway 1 and fairway 15 and seven of which are between fairway 15 and fairway 16; and

WHEREAS FURTHER, there are forty trees that have been identified for removal on the West end of the NSU campus, thirty-five of which are on either side of Tarlton Road and four of which are in the pasture to the West of Tarlton Road; and

WHEREAS FURTHER, the City and NSU have agreed to enter into this Cooperative Endeavor Agreement (sometimes hereinafter "CEA") setting forth the above agreement between the parties; and

WHEREAS FURTHER, under the CEA, the City will be responsible for the following:

- 1) the City will remove all of the identified trees and will grind all resulting stumps;
- 2) the City will place top soil and sod in a ten foot diameter where each tree is removed;
- 3) the City will further replace each tree removed with a crepe myrtle which will be placed and planted at the direction of NSU; and
- 4) the City will utilize its utility crews to remove four power poles that are located on the NSU campus and are no longer in service;

WHEREAS FURTHER, under the CEA, NSU will consent to the removal of the trees identified above by the City

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the attached Cooperative Endeavor Agreement and has approved the terms of same and has authorized Mayor Lee Posey to execute same; and

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

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

WHEREAS FURTHER, NSU is authorized to enter into this agreement as evidenced by _____; and

WHEREAS FURTHER, NSU is of the opinion that its assistance with the removal of the subject trees will benefit the City and its citizens by providing for a safer regional airport; and

NOW THEREFORE, the City of Natchitoches, Louisiana, a municipal corporation, represented herein by Honorable Lee Posey, Mayor, duly authorized to act herein pursuant to Ordinance Number _____ of 2012, and Northwestern State University., represented herein by _____, duly authorized to act herein pursuant to _____, do hereby enter into the following agreement:

(1)The City will be responsible for the following:

- 1) the City will remove all of the identified trees and will grind all resulting stumps;
- 2) the City will place top soil and sod in a ten foot diameter where each tree is removed;
- 3) the City will further replace each tree removed with a crepe myrtle which will be placed and planted at the direction of NSU; and
- 4) the City will utilize its utility crews to remove four power poles that are located on the NSU campus and are no longer in service;

(2) In exchange for the above, NSU will consent to the removal of the trees identified above by the City.

THUS DONE AND PASSED before the parties before the undersigned Notary Public and subscribing witnesses, at Natchitoches, Louisiana, on this the _____ day of _____, 2012.

ATTEST:

CITY OF NATCHITOCHEs, LOUISIANA

by: **Mayor Lee Posey**

NORTHWESTERN STATE UNIVERSITY

by: _____

NOTARY PUBLIC

Mr. Stamey asked Larry Cooper if this was dealing with the trees in the flight pattern of the airport that needs to be trimmed or removed. Mr. Cooper stated this endeavor is to work with NSU to clean up some trees which are on the golf course that are very close to causing obstruction from the approaches. This is a hazard and a liability for the Airport and NSU. By doing this, the DOTD will be issuing us a grant for \$125,000.00 to remove those trees. Mr. Stamey asked if the grant would run through the City. Mr. Cooper stated it would. Ms. Barber asked how is this a safety issue. Mr. Cooper stated it was for the flight pattern. Ms. Morrow told Ms. Barber that she didn't have to worry about it. The City was going to receive a grant to remove these trees and they need to be removed because they are causing a problem so that is why they wanted to be sure the trees are removed. Ms. Barber asked if the City will be using the funds from the grant for this project and not tax payer dollars. Ms. Morrow explained grant funds would be used for this project. Mayor Posey asked Ms. Barber if she would, please issue her question relating to Ordinance No. 54 in writing along with her telephone number.

Motion to add Ordinance No. 56 of 2012 to the agenda

Ms. Morrow made a motion to add Ordinance No. 56 of 2012 to the agenda seconded by Mr. Stamey. The roll call vote was as follows:

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

The following Ordinance was Introduced by Ms. Morrow at Natchitoches City Council meeting held on December 10, 2012 as follows:

ORDINANCE NO. 056 OF 2012

AN ORDINANCE AUTHORIZING THE CITY TO LEASE DRY STORAGE AREA IN A WAREHOUSE LOCATED AT THE ADM GIN SITE TO MONDO USA, SETTING THE TERMS AND CONDITIONS OF SAME, AND AUTHORIZING THE EXECUTION OF THE LEASE BY THE MAYOR, LEE POSEY, AFTER DUE COMPLIANCE WITH THE LAW, AND FURTHER PROVIDING FOR ADVERTISING OF THE LEASE AND AN EFFECTIVE DATE.

WHEREAS, the City of Natchitoches (City) owns the ADM Mill Site located on Mill Street and on the East side of a railroad line on which site there are located several warehouses; and

WHEREAS FURTHER, Mondo, USA is the contractor on a job at Northwestern State University and has need to store certain material associated with the job for a period of several months; and

WHEREAS FURTHER, Mondo, USA, desires to lease a warehouse, commonly known as and depicted as Seed House #3 on the attached sketch of site, said lease to include 16,919 square feet, and being more fully shown on the attached sketch in yellow; and

WHEREAS FURTHER, the rental rate for the lease shall be \$2,500 per month; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that the subject warehouse is surplus property and does hereby declared and find that subject warehouse located on the property acquired by the City of Natchitoches from Archer-Daniels-Midland Company, located on Mill Street, to be surplus property; and

WHEREAS FURTHER, the lease will be on a month to month basis, not to exceed six months, with monthly rental in the amount of \$2,500.00, payable in monthly installments of \$2,500.00; and

WHEREAS FURTHER, the City desires to lease the subject warehouse described above to Mondo, USA, under the terms set forth above and more particularly set forth in the lease attached hereto; and.

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

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

(1) That after due proceedings and advertisement, the said City does lease the 16,919 square foot subject warehouse on the ADM Mill Site (commonly known as ADM Seed House #3) to Mondo, USA for a term not to exceed six month with the monthly consideration of \$2,500.00, all as more fully described in the attached lease.

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

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

(4) That the Mayor, Lee Posey, be and he is hereby authorized, after due proceedings had, and after the legal delays have run, to execute a lease in favor of Mondo, USA, leasing the 16,919 square foot subject warehouse located on the ADM Mill Site for the term not to exceed six months, for the monthly consideration of \$2,500.00 per year.

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

(6) That the City declares that the subject warehouse located on the property acquired by the City of Natchitoches from Archer-Daniels-Midland Company, located on Mill Street, to be surplus property not needed for public purposes by the City.

THIS ORDINANCE was introduced on December 10, 2012 and published in the *Natchitoches Times* on December 14, 21 and 28, 2012.

STATE OF LOUISIANA

PARISH OF NATCHITOCHEs

LEASE OF WAREHOUSE SPACE

BE IT KNOWN, that on this the ____ day of _____, 2012, before me, the undersigned witnesses and Notary Public, personally came and appeared:

CITY OF NATCHITOCHEs, LOUISIANA, a municipal corporation, represented herein by Mayor Lee Posey pursuant to Ordinance Number 056 of 2012, with mailing address of Post Office Box 37, Natchitoches, Louisiana, 71458

(hereinafter called "LESSOR")

AND

MONDO, USA, a Canadian corporation, domiciled in _____, with mailing address of _____, represented herein by _____

(hereinafter called "LESSEE")

ALL OF WHOM DECLARED AS FOLLOWS:

I.

LESSOR does hereby lease, and rent unto the **LESSEE**, the following described property,

to-wit:

That warehouse or building located on the ADM property lying East of the railroad tracts, being the building commonly known as the ADM Seed House #3, the building being more fully outlined in yellow on the attached sketch, and being 16,919 square feet.

II.

2.1 The term of this lease shall be on a month to month basis, not to extend beyond six months, commencing on the day that materials are delivered to the leased premises and continuing until the day that the last of the materials are removed from the leased premises.

2.2 The rental for this lease shall be \$2,500.00 per month, which monthly amounts shall be prorated if the lease premises is not occupied for any full month, and shall be payable in monthly installments.

III.

3.1 The **LESSEE** shall use the premises for commercial or business purposes only, and **LESSEE** agrees not to carry on any activities on the property which are unlawful or in violation of any zoning ordinance, or any other laws, nor for any purpose that tends to injure or depreciate the property or create a nuisance.

3.2 The **LESSOR** gives no warranty as to the condition of the premises, and the **LESSEE** agrees to accept the premises in their current condition having inspected same. The **LESSEE** agrees to keep the premises in good condition during the term of the lease at its expense and to return them to **LESSOR** in the same condition at the termination of the lease, normal decay, wear and tear excepted. The premises shall be returned, broom-swept clean, with no debris or trash left in the house or on the property grounds.

3.3 Although the **LESSEE** shall have the primary responsibility to repair and maintain the premises, the **LESSOR** shall have the right to enter the premises and make such repairs as it deems necessary if the **LESSEE** neglects or refuses to make them. The **LESSEE** agrees to reimburse the **LESSOR** for such repairs when called upon to do so.

3.4 **LESSEE** shall make no alterations, modifications or improvements on or to the premises. The **LESSEE** also understands and acknowledges that this lease is subject to the terms of a lease from the Union Pacific Railroad and that the **LESSEE** agrees to do nothing in violation of the terms of that lease.

3.5 The **LESSEE** agrees that the **LESSOR** will have access to the building and will use the portions of the building not included under this lease for other uses.

IV.

4.1 The **LESSEE** will be responsible for providing insurance on its contents and any equipment.

4.2 The **LESSEE** shall add the **LESSOR** as an additional insured on **LESSEE'S** general liability policy and shall provide proof of same.

V.

5.1 The **LESSOR** shall not be liable to the **LESSEE**, or to **LESSEE**'s employees, invitees, visitors, or other persons on the premises with or without the permission of the **LESSEE** for any damage to person or property caused by any act, omission or neglect of **LESSEE** or any person acting under their direction, either express or implied, and **LESSEE** agrees to hold the **LESSOR** and their insurance carrier harmless from all claims for any such damage, whether the injury or damage occurs on or off the leased premises.

5.2 The **LESSEE** hereby assumes responsibility for the condition of the leased premises and the **LESSOR** shall not be liable for injury caused by any defect to the **LESSEE** or anyone on the premises who derives his right to be thereon from the **LESSEE**, or either of them, unless the **LESSORS** knew of or should have known of the defect or had received notice thereof and failed to remedy it within a reasonable time.

VI.

6.1 Failure to pay the monthly rental timely, failure to comply with any of the terms and conditions of this lease, shall be deemed a default of this lease, and if the default is not cured within thirty (30) days after written demand by the **LESSOR** to **LESSEE**, the **LESSOR** may proceed to declare the lease in default and the entire amount of the rent for the year term shall be immediately due and collectible at the option of the **LESSOR**. If the **LESSOR** should declare the lease in default and accelerate the rent, then, in that event, the **LESSEE** shall be entitled to reduce the accelerated rent by the amount which the **LESSEE** has invested in improvements to the property. Any improvements claimed by the **LESSEE** must be proven with receipts therefore. The **LESSOR** reserves any and all rights that it might have under the law, including the right to sue for immediate eviction, rents, damages, reimbursements, costs, and reasonable attorney fees incurred.

VII.

7.1 Any notices under this lease and option will be considered delivered, if hand delivered to any party, or if mailed by certified mail to the other party at the addresses given in the preamble to this lease, or such other address as may be later furnished by any party to the other.

THUS DONE AND PASSED in the presence of the undersigned Notary Public and subscribing witnesses on the day, month, and year first hereinabove written, at Natchitoches, Louisiana.

WITNESSES:

CITY OF NATCHITOCHEs

by: Mayor Lee Posey

NOTARY PUBLIC

THUS DONE AND PASSED in the presence of the undersigned Notary Public and subscribing witnesses on the __ day of _____, 201_, at _____,
_____.

WITNESSES:

MONDO USA

by:

NOTARY PUBLIC

Mayor Posey stated Northwestern is doing some work on the track and this is to store the materials for this work. This ordinance stand introduced. Ms. Barber asked what account the rental income will be placed. Mayor Posey advised the funds will go to the general funds account.

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

RESOLUTION NO. 109 OF 2012

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMPLOYERS RISK MANAGEMENT SERVICES AS THE WORKERS COMPENSATION THIRD PARTY ADMINISTRATOR FOR THE CITY OF NATCHITOCHE

WHEREAS, the Insurance Committee has reviewed the proposals submitted by Employers Risk Management, as a third party administrator, for the handling of worker's compensation claims for the City of Natchitoches; and

WHEREAS, the annual premium for this contract is **\$12,580.00** for the period January 1, 2013 through December 31, 2013; and

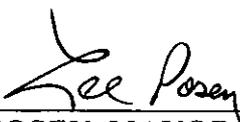
WHEREAS, it is the recommendation of the committee that the contract be awarded to Employers Risk Management Services.

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

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

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

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0 Nays this the 10th day of December, 2012.



LEE POSEY, MAYOR

Ms. Barber asked if the employees will be, or have they already been, notified of these changes. Edd Lee stated they have not been notified. This is the same company we have used for 10+ years. Ms. Barber asked what this is for. Edd Lee explained that is to administer the City's work comp claims.

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

RESOLUTION NO. 110 OF 2012

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
CHANGE ORDER NO. 2 TO THE CONTRACT BETWEEN THE CITY OF
NATCHITOCHEES 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.2 has been prepared, reflecting partial as-built quantities and required additional work.

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. 2 for ASB Utility Construction, LLC in the amount of \$3,455.05, making the revised contract amount \$566,130.05.

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

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

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0 Nays this the 10th day of December, 2012.



LEE POSEY, MAYOR

CHANGE ORDER
WATER WELL ROAD
WATERLINE RELOCATION PROJECT
BID NO. 0528

No.	Description	Bid Quantity	CO Changes In Quantity	Revised Contract Quantity	CO 2 Change Quantity	Unit Cost	Bid Cost	CO 2 Cost	Revised Contract Cost
1	Clearing and Grubbing	0.47	-	0.47	-	\$ 10,500.00	\$ 4,935.00	\$ -	\$ 4,935.00
2	Removal of Large Isolated Trees	10	1	11	-	\$ 500.00	\$ 5,000.00	\$ -	\$ 5,500.00
3	Temporary Silt Fencing	1,000	(1,000)	-	LF	\$ 2.00	\$ 2,000.00	\$ -	\$ -
4	Traffic Maintenance Aggregate (Vehicle Measurement)	100	(300.0)	-	CY	\$ 35.00	\$ 3,500.00	\$ -	\$ -
5	Geotextile Fabric	1,500	(1,500)	-	SY	\$ 1.00	\$ 1,500.00	\$ -	\$ -
6	Sacked Concrete Revestment	1,500	(1,500)	-	SY	\$ 10.00	\$ 15,000.00	\$ -	\$ -
7	Temporary Signs and Barricades	1.0	-	1	LS	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00
8	Jack & Bored Casing (20" Steel) (Railroad)	107	-	107	LF	\$ 300.00	\$ 32,100.00	\$ -	\$ 32,100.00
9	Water Main (12" DR18 PVC C900)	8,720	(154)	8,566	LF	\$ 25.50	\$ 222,360.00	\$ (3,927.00)	\$ 218,433.00
10	Water Main (8" DR18 PVC C900)	100	-	100	LF	\$ 22.00	\$ 2,200.00	\$ -	\$ 2,200.00
11	Water Main (14" DR11 DIPS HDPE) (Bored In Place)	1,099	238	1,337	LF	\$ 85.00	\$ 93,415.00	\$ -	\$ 113,645.00
12	Water Main (10" DR11 DIPS HDPE) (Bored In Place)	72	-	72	LF	\$ 70.00	\$ 5,040.00	\$ -	\$ 5,040.00
13	Water Main (12" DR18 PVC C900) (Unreplaced Bored In Place)	109	135	244	LF	\$ 50.00	\$ 5,450.00	\$ (50.00)	\$ 12,200.00
14	12" Plug & Block	1	-	1	EA	\$ 400.00	\$ 400.00	\$ -	\$ 400.00
15	8" Plug & Block	1	1	2	EA	\$ 400.00	\$ 400.00	\$ 400.00	\$ 800.00
16	Harvey Adapter (14" HDPE)	8	-	8	EA	\$ 400.00	\$ 3,200.00	\$ -	\$ 3,200.00
17	Harvey Adapter (10" HDPE)	2	-	2	EA	\$ 400.00	\$ 800.00	\$ -	\$ 800.00
18	Gate Valve (12")	5	2	7	EA	\$ 2,350.00	\$ 11,750.00	\$ -	\$ 16,450.00
19	Gate Valve (8")	1	2	3	EA	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 4,500.00
20	Reconnect (12" to 12")	1	(1)	-	EA	\$ 3,000.00	\$ 3,000.00	\$ (3,000.00)	\$ -
21	Tapping Sleeve & Valve (12" x 12")	1	1	2	EA	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00
22	Fire Hydrant Assembly	4	2	6	EA	\$ 3,000.00	\$ 12,000.00	\$ -	\$ 18,000.00
23	Tee (12" x 8")	1	2	3	EA	\$ 400.00	\$ 400.00	\$ 800.00	\$ 1,200.00
24	Centralizer (for 14" DR11 DIPS HDPE)	8	-	8	EA	\$ 150.00	\$ 1,200.00	\$ -	\$ 1,200.00
25	End Seal (for 26" Casing & 14" HDPE)	2	-	2	EA	\$ 150.00	\$ 300.00	\$ -	\$ 300.00
26	Ductile Iron Fittings	1,500	-	1,500	LB	\$ 3.00	\$ 4,500.00	\$ -	\$ 4,500.00
27	Residential Service Assembly & Reconnect Service	8	21	29	EA	\$ 1,200.00	\$ 9,600.00	\$ 2,400.00	\$ 34,800.00
28	Locator Wire	30,000	1,168	11,168	LF	\$ 0.10	\$ 1,000.00	\$ 116.80	\$ 1,116.80
29	Clean-up Along Mains	9,050	316	9,366	LF	\$ 0.25	\$ 2,262.50	\$ 79.00	\$ 2,341.50
30	Testing of Mains	10,050	775	10,825	LF	\$ 0.25	\$ 2,512.50	\$ 193.75	\$ 2,706.25
31	Sterilization of Mains	10,050	775	10,825	LF	\$ 0.10	\$ 1,005.00	\$ 77.50	\$ 1,082.50
32	Mobilization	1	-	1	LS	\$ 30,000.00	\$ 30,000.00	\$ -	\$ 30,000.00
33	Flowable Fill 12"	1,380	5	1,385	LF	\$ 3.00	\$ 4,140.00	\$ 15.00	\$ 4,155.00
34	6" HDPE Road Bore	-	150	150	LF	\$ 37.50	\$ -	\$ -	\$ 5,625.00
35	6" PVC C900	-	100	100	LF	\$ 18.00	\$ -	\$ -	\$ 1,800.00
36	8" HDPE Road Bore	-	150	150	LF	\$ 45.00	\$ -	\$ -	\$ 6,750.00
37	12"x6" Tee	-	1	1	EA	\$ 500.00	\$ -	\$ (500.00)	\$ 500.00
38	12"x6" Connection	-	-	-	EA	\$ 750.00	\$ -	\$ (750.00)	\$ -
39	12"x8" Connection	-	1	1	EA	\$ 750.00	\$ -	\$ -	\$ 750.00
40	6" Gate Valve	-	1	1	EA	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00

41	2" HDPE Road Bore	-	350	350	-	LF	\$ 25.00	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	8,750.00
42	2" Gate Valve	-	1	1	-	EA	\$ 450.00	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	450.00
43	Temporary Flush Valve	-	1	1	-	EA	\$ 1,500.00	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	1,500.00
44	1-1/2" PVC	-	800	800	-	LF	\$ 6.00	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	4,800.00
45	Cut, Cap and Block Existing 12" Main	-	2	2	-	EA	\$ 1,200.00	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	2,400.00
46	Removal of Structures and Obstructions (12" Steel Water Line)	-	110	110	-	LF	\$ 20.00	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	2,200.00

\$ 487,470.00 \$ 3,455.05 \$ 566,130.05

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

RESOLUTION NO. 111 OF 2012

**RESOLUTION SUPPORTING THE “SISTER COMMUNITY PARTNERSHIP”
BETWEEN THE CITIES AND PARISHES OF
CENTRAL LOUISIANA AND SHANGQIU, CHINA**

WHEREAS, On September 24, 2012 Louisiana State University at Alexandria signed a historic Letter of Intent for a “Sister Community Partnership” between cities and parishes of Central Louisiana and Shangqiu, China; and

WHEREAS, Yu Xueyou, Mayor of the City of Shangqiu, entered into a three-year “sister community partnership” with the parishes of Allen, Avoyelles, Catahoula, Concordia, Grant, LaSalle, Natchitoches, Pointe Coupee, Rapides, Sabine, Vernon and Winn; and

WHEREAS, implementation and support of the “Sister Community Partnership” anticipates meaningful activity in the following areas:

- 1) **Economic and Commercial Trade Programs;**
- 2) **Agricultural Exchange Programs;**
- 3) **Wholesale Market Exchange Programs;**
- 4) **Cultural Exchange Programs**
- 5) **Education (Student) Exchange Programs;**
- 6) **Training Programs;**
- 7) **Tourism Programs;**
- 8) **Special Events;**

WHEREAS, the City of Natchitoches and the parties to the partnership strongly believe that the relationship between the government of Shangqiu, the citizens of Shangqiu, and the government citizens of the twelve parishes is a source of mutual enrichment; and

WHEREAS, the parties agree to set up a “sister community” association under their leadership to implement and coordinate all affairs of the “sister community”.

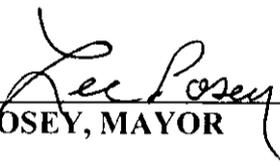
NOW, THEREFORE, BE IT RESOLVED, the City of Natchitoches agrees to join the “sister community partnership” for an initial period of three years, and agrees that the strengthening of this partnership will foster a better quality of life and mutual development.

BE IT FURTHER RESOLVED, that the City of Natchitoches and Lee Posey, Mayor offers its full support of the “Sister Community Partnership”.

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

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

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to
0 Nays this the 10th day of December, 2012.



LEE POSEY, MAYOR

Mayor Posey stated he had read about this in the Alexandria Town Talk before he knew that we would be a part of this program and that Herbert Dixon from Alexandria has been really supporting this. Ms. Morrow stated she thinks this will be a wonderful working relationship with China and the Committee. Ms. Barber asked what type of training programs they are proposing. Mayor Posey stated she would need to talk to Mr. Dixon about that. Ms. Morrow stated that she traveled to Alexandria, along with others, and learned they are going to be having some culture program and some economic development projects. Ms. Barber asked if this program will benefit those that are poor or in poverty. Ms. Morrow stated she thought it would help quite a few who are economically deprived.

Mayor Posey announced there will not be a City Council Meeting on Monday, December 24, 2012.

Mayor Posey further announced that the City of Natchitoches will be closed Monday, December 24 and Tuesday, December 25 for the Christmas Holidays and Monday, December 31 and Tuesday, January 1st for New Year. The Next City Council meeting will be January 14, 2013.

Mr. Ward announced the arrangements for Deputy Ricky Ray Issac, Jr. He continued there will be a Memorial Service at the Events Center, Thursday at 6 p.m. The body will be then taken to Newton, Texas, his home town, for the final service at the Newton High School gym on Saturday at 11:00 and the final resting place will be the Belgrade Cemetery in Bonweir, Texas. Mayor Posey thanked him for the information.

Mayor Posey announced that he failed to mention that we lost another very important person in our community, Mr. Jim Pierson. Mr. Pierson's service will be Wednesday at 1:00 p.m.

With no further discussion, the Mayor made a motion to adjournment and all were in favor. The meeting was adjourned at 6:20 P.M.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE