

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.

**NATCHITOCHEES CITY COUNCIL MEETING
AUGUST 13, 2012
5:30 P.M.**

AGENDA

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF JULY 23, 2012**
5. **SPECIAL RECOGNITION:** Natchitoches Angels
LMA Awards Presentation
6. **PLANNING & ZONING – INTRODUCTION:**
#039 Mims Ordinance Amending Ordinance No. 64 of 2001 By Changing
Zoning Classification Of Property Described As Follows:

Lot Desc. As Begin At Pt. 1 On Plat Recorded In Cb 373, Pg. 450, And From This Point Run N 86 Deg. 14 Min. W 123.6 Ft., Thence N 76 Deg. 19 Min. W 145 Ft. To Pt. 4, A Point On The East Right-Of-Way Line Of Mopac (T&P) Railroad; Thence N 6 Deg. 14 Min. E Along The Right-Of-Way To Where It Intersects The South Right-Of-Way Of Texas St., Thence In An Easterly Direction Along The South Right-Of-Way Of Texas St. Approx. 191 Ft. To The Northwest Corner Of The Rebecca Walker Property, Thence S 6 Deg. 14 Min. W Along The Rebecca Walker West Line To A Pt. 20 Ft. From The Line 1 To 5 As Shown On Plat; Thence S 86 Deg. 14 Min. East To The West Right-Of-Way Line Of Short 7th St., Thence In A Southerly Direction Along Said Right-Of-Way Line A Distance Of Approx. 23 Ft. To The Pt. Of Beg. From R-1 Residential To B-1 Commercial To Construct An Office Building.
(Southwest Corner Of 6th And Texas St. – G. T. Kilpatrick)

- #040 Payne** Ordinance Amending Ordinance No. 64 of 2001 By Changing
Zoning Classification of Property Described As Follows:

Lot Cont. 1.02 Ac. Desc. As Bounded On The West Side of Williams Avenue, N By Pratt, S By Daray, W By Cane River Lake, As Shown in CB 588, Pg. 68, from R-1 Residential to R-1 Special Exception to operate an investment office.
(208 Williams Ave. – Clint Perot III)

7. **ORDINANCES – INTRODUCTION:**

#041 Nielsen Ordinance Authorizing The City To Enter Into A Contract and Agreement With The Boys & Girls Club of El Camino Royale, Inc., And Authorizing The Mayor To Execute Said Contract With Boys and Girls Club Of El Camino Royale, Inc., On Behalf Of The City Of Natchitoches And Further Authorizing The Finance Director Of The City Of Natchitoches To Transfer Funds From the 2012-2013 Budget

#038 Stamey Ordinance Authorizing The Mayor Of The Natchitoches, Lee Posey, To Execute An Option To Extend The Banking Services Agreement For A One Year Period, With Peoples State Bank And Approving Of The Terms And Conditions Of Same All After Due Compliance With The Law And Further Providing For Advertising And For An Effective Date

8. **ORDINANCE – FINAL:**

#037 Mims Ordinance Approving And Authorizing The Execution of A Cooperative Endeavor Agreement Between The City Of Natchitoches, State Of Louisiana And Natchitoches Grand Hotel, L.L.C.; And Providing For Other Matters In Connection With The Foregoing

9. **RESOLUTIONS:**

#071 Payne Resolution To Re-Appoint Sam Fowler As A Commissioner On The Natchitoches Parish Port Commission For The City Of Natchitoches

#072 Morrow Resolution to Re-Appoint Dan Simmons As A Commissioner On The Natchitoches Parish Port Commission For The City Of Natchitoches

10. **#073 Nielsen** Resolution Designating Friday, August 31, 2012 As An Official Holiday For The Employees Of The City Of Natchitoches For The Year 2012

11. **REPORTS:** Pat Jones – Financial Report
Sylvia Morrow – Parks and Recreation

12. **ANNOUNCEMENT:** The City of Natchitoches offices will be closed on Monday, September 3, 2012 in honor of Labor Day

13. **ADJOURNMENT:**

NOTICE TO THE PUBLIC

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

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

**PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,
REGULAR MEETING HELD ON
MONDAY, AUGUST 13, 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, August 13, 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: Natchitoches Angels softball team

Absent: None

Mayor Lee Posey called the meeting to order and welcomed everyone for coming. Doyle Bailey was asked to lead the invocation and Dale Nielson was asked to lead the pledge of allegiance. Mayor Posey asked the Council to keep some people in their prayers. He stated that Michael Braxton, our Public Works Director, lost a granddaughter since our last meeting. Louis William, one of our utility workers, lost his wife and John Below and Larry Payne lost an aunt and a sister. Please keep these families in your prayers.

Mayor Posey next brought the reading and approval of the minutes of the July 23, 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: Payne, Nielson, Mims, Stamey, Morrow

Nays: None

Absent: None

David Stamey next read aloud a plaque of recognition awarded to the Natchitoches Angels, 9 and 10 year old Dixie Softball, for their achievements who won the State Championship. David stated he coached for 16 to 18 years and he only got 2 finals in the state tournament. The Angels represented the City and the State so very well. Mayor Posey called the players forward to receive their award: Ragan Hale, Ellie Starks, Madison Gardiner, Natalie Sheffield, Adriana Brown, Meredith Mott, Maria Bienvenu, Chloe Longlois, Maci Messenger, Haley Franks, Madison Brown. Mr. Stamey called forward the Coaches, Ken and Shannon Hale and Ted Gardner. Shannon Hale stated the girls played awesome. They were District 7 champions. They went undefeated here in District. They went on to State and only lost one game. They came back and defeated that team the second time. They were so excited and I don't think anything will ever change that. They were no longer Natchitoches Angels, but now they were Team Louisiana. It was such a wonderful experience to go to Alabama. We had some rain delays and that was not very fun for the girls because they had to sit in the hotel room for four days. They had an awesome time and we are so proud of them. We were so happy that everyone was supporting us. It was great and the girls were so happy. We appreciate your support. Mayor Posey stated he was very proud of them and thanked them for all their hard work.

Randy LaCaze stated that this past week the Mayor, the Council and some of the department heads attended the LMA Annual Convention. For 25 years they have given awards for Community Achievement. We submitted project for years and won every year except one, and that year we received honorable mention and one year we received Best of Show which is the best above all in all categories. This year, under Economic Development we submitted our Beau Jardin Park project and won this year. Randy LaCaze presented the Mayor with the General City plaque and an individual plaque. He presented Councilman At large, Don Mims, a plaque. He stated that he had plaques for both Jack McCain, Jr. and David Stamey for District 1; Mr. Nielson for District 2; Ms. Sylvia Morrow for District 3, and Mr. Larry Payne for District 4. Mayor Posey thanked everyone who had a part in this for all their hard work.

The following Ordinance was Introduced by Mr. Mims at the Natchitoches City Council meeting held on August 13, 2012 as follows:

ORDINANCE NO. 039 OF 2012

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

LOT DESC. AS BEGIN AT PT. 1 ON PLAT RECORDED IN CB 373, PG. 450, AND FROM THIS POINT RUN N 86 DEG. 14 MIN. W 123.6 FT., THENCE N 76 DEG. 19 MIN. W 145 FT. TO PT. 4, A POINT ON THE EAST RIGHT-OF-WAY LINE OF MOPAC (T&P) RAILROAD; THENCE N 6 DEG. 14 MIN. E ALONG THE RIGHT-OF-WAY TO WHERE IT INTERSECTS THE SOUTH RIGHT-OF-WAY OF TEXAS ST., THENCE IN AN EASTERLY DIRECTION ALONG THE SOUTH RIGHT-OF-WAY OF TEXAS ST. APPROX. 191 FT. TO THE NORTHWEST CORNER OF THE REBECCA WALKER PROPERTY, THENCE S 6 DEG. 14 MIN. W ALONG THE REBECCA WALKER WEST LINE TO A PT. 20 FT. FROM THE LINE 1 TO 5 AS SHOWN ON PLAT; THENCE S 86 DEG. 14 MIN. EAST TO THE WEST RIGHT-OF-WAY LINE OF SHORT 7TH ST., THENCE IN A SOUTHERLY DIRECTION ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF APPROX. 23 FT. TO THE PT. OF BEG. from R-1 Residential to B-1 Commercial to construct an office building.

(Southwest corner of 6th and Texas St.)

WHEREAS, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of August 7, 2012, that the request of **G. T. Kilpatrick** to construct an office building, be approved.

The following Ordinance was Introduced by Mr. Payne at the Natchitoches City Council meeting held on August 13, 2012 as follows:

ORDINANCE NO. 040 OF 2012

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

Lot Cont. 1.02 Ac. Desc. As Bounded On The West Side of Williams Avenue, N By Pratt, S By Daray, W By Cane River Lake, As Shown in CB 588, Pg. 68, from R-1 Residential to R-1 Special Exception to operate an investment office.

(208 Williams Ave.)

WHEREAS, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of August 7, 2012 that the request of **Clint Perot III** to operate an investment office, be approved.

The following Ordinance was Introduced by Mr. Nielsen at the Natchitoches City Council meeting held on August 13, 2012 as follows:

ORDINANCE NO. 041 OF 2012

AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A CONTRACT AND AGREEMENT WITH BOYS AND GIRLS CLUB OF EL CAMINO ROYALE, INC., AND AUTHORIZING THE MAYOR TO EXECUTE SAID CONTRACT WITH BOYS AND GIRLS CLUB OF EL CAMINO ROYALE, INC. ON BEHALF OF THE CITY OF NATCHITOCHEES AND FURTHER AUTHORIZING THE FINANCE DIRECTOR OF THE CITY OF NATCHITOCHEES TO TRANSFER FUNDS FROM THE 2012-2013 BUDGET

WHEREAS, the Boys and Girls Club of El Camino, Inc., (hereinafter sometimes referred to as "Club") is a Louisiana non-profit corporation that provides activities and education opportunities to the youth of Natchitoches in five areas: character and leadership development, education and career development, health and life skills, the arts, and sports fitness and recreation; and

WHEREAS, the Club provides the above activities with the goal of enhancing the development of youth by instilling a sense of competence, a sense of usefulness, a sense of belonging, and a sense of power or influence; and

WHEREAS, the Club provides activities at the Martin Luther King, Jr. Recreational Center, located at 660 MLK Drive, Natchitoches, Louisiana 71457; as well as other locations in the City and Parish of Natchitoches; and

WHEREAS, the City Council is of the opinion that the activities offered by the Club for youth are beneficial to the health, welfare, and safety of the citizens of the City of Natchitoches; and

WHEREAS, 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, including the right to provide for recreation and activities; and

WHEREAS, the City is interested in, and is empowered to promote recreation and activities of young people through wholesome activities through the Club, which may be contracted for, and the City is particularly desirous of cooperating with the private sector in organizing and running activities for the youth of the City and area; and

WHEREAS, the City of Natchitoches takes cognizance of the fact that the Club is providing an excellent program of activities for the youth of our City, which programs benefit many young people and could not be duplicated for the money by public funds, and further takes cognizance of the fact that the City is interested in promoting wholesome activities which promote the general health, welfare and safety of the citizens of the City of Natchitoches; and the City further being desirous to cooperate with the private sector in organizing and running activities for the youth of our City, and for this consideration and other considerations all of which is more fully set forth in the attached agreement; and

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

CONTRACT FOR SERVICES

BE IT KNOWN AND REMEMBER that on this the ____ day of _____, 2012, personally came and appeared:

The City of Natchitoches, Municipal Corporation, represented hereby by Lee Posey, Mayor, with mailing address of 700 Second Street, Natchitoches, Louisiana 71457, hereinafter referred to sometimes as "City"

and

Boys and Girls Club of El Camino, Inc., a Louisiana nonprofit corporation, represented hereby by _____, President, P. O. Box 2063, Natchitoches, Louisiana 71457, hereinafter called "Club"

Both of whom declare as follows:

WHEREAS, Club operates a program for boys and girls in the City of Natchitoches, with approximately ____ youthful participants in said program; and

WHEREAS FURTHER, the club provides activities to the youth of Natchitoches in five areas: character and leadership development, education and career development, health and life skills, the arts, and sports fitness and recreation.

WHEREAS FURTHER, the Club provides the above activities with the goal of enhancing the development of youth by instilling a sense of competence, a sense of usefulness, a sense of belonging, and a sense of power or influence.

WHEREAS FURTHER, the Club offers activities for boys and girls including after school programs; and

WHEREAS FURTHER, the Club also offers Summer programs for boys and girls; and

WHEREAS FURTHER, the Club offers a tutorial program for boys and girls; and

WHEREAS FURTHER, the City Council is of the opinion that the activities offered by the Club for youth are beneficial to the health, welfare, and safety of the citizens of the City of Natchitoches; and

WHEREAS FURTHER, the educational and recreational services provided by the Club to youthful residents of the City could not be reproduced by the City; 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, including the right to provide for recreation and activities; and

WHEREAS FURTHER, the City is interested in, and is empowered to promote recreation and activities of young people through wholesome activities through the Club, which may be contracted for, and the City particularly desirous of cooperating with the private sector in organizing and running activities for the youth of the City and area; and

WHEREAS FURTHER, the City of Natchitoches takes cognizance of the fact that the Club is providing an excellent program of activities for the youth of our City, which programs benefit many young people and could not be duplicated for the money by public funds, and further takes cognizance of the fact that the City is interested in promoting wholesome activities which promote the general health, welfare and safety of the citizens of the City of Natchitoches; and the City further being desirous to cooperate with the private sector in organizing and running activities for the youth of our City; and

WHEREAS FURTHER, the City acknowledges the educational and recreational services provided by the Club to the residents of the City and deems it to be in the best interest of the youth and the citizens of the City to contract with the Club to carry on the recreational and educational on the following terms and conditions:

NOW THEREFORE, the parties do hereby contract and agree as follows, to wit:

Club agrees to continue to operate and provide programs for boys and girls in the City of Natchitoches, in accordance with the rules and regulations of its governing body.

Club covenants and agrees that the program will be open to all children in the City.

Club agrees to continue to operate educational and recreational programs.

The Club further agrees to handle all registration and each and every other administrative function that may be necessary to carry on the programs.

The Club agrees to segregate the funds provided by the City under this agreement and to use all of the funds provided by the City under this agreement to provide services at City owned recreational centers.

The Club further agrees to offer and operate an all day summer program for the youth of the City of Natchitoches at City owned recreational centers.

The Club Youth further agrees to carry hospitalization insurance and accidental death and dismemberment insurance on all of the participants in the program and will pay the premiums for this insurance with its own funds. The City of Natchitoches agrees to cover all of its own personal property with insurance.

It is understood and agreed that the Club will have access to facilities at the Martin Luther King, Jr. Recreational Facility in order to provide tutorial programs, and any other facilities as may be hereinafter designated by the Recreational Director of the City of Natchitoches. The City of Natchitoches reserves the right to schedule the use of these facilities through the Recreational Director of the City of Natchitoches.

As a further consideration for this contract and the services rendered by the Club, the City of Natchitoches agrees to pay to the Club, for the fiscal year 2012-2013, the sum of Twelve Thousand Five Hundred and No/100 (\$12,500.00) Dollars, said payment to be made for the fiscal year beginning June 1, 2012 through May 31, 2013.

It is understood and agreed that the Recreation Director for the City of Natchitoches shall be the coordinating spokesman for the City of Natchitoches in connection with any programs offered by the Club in City owned facilities and the Recreation Director for the City of Natchitoches shall be consulted in scheduling programs in City owned facilities.

WHEREAS, the City of Natchitoches and the Club have negotiated a contract for the 2012-2013 fiscal year wherein the Club will continue to provide programs and activities for the youth of the City and as consideration for this contract and the services rendered by the Club, the City of Natchitoches agrees to pay to the Club, for the fiscal year 2012-2013, the sum of Twelve Thousand Five Hundred and No/100 (\$12,500.00) Dollars, said payment to be made for the fiscal year beginning June 1, 2012 through May 31, 2013; and

WHEREAS, it shall be a condition of the Contract and Agreement and a part of the consideration that the Club will segregate the funds provided by the City and the Club agrees to use the funding provided by the City at a City owned recreational centers; and

WHEREAS, it shall be a further condition of the Contract and Agreement and a part of the consideration that the Club will offer an all day summer program at a City owned recreational centers; and

NOW THEREFORE BE IT ORDAINED that the contract for services, attached hereto, for the 2012-2013 fiscal year wherein the Club will continue to provide programs and activities for the youth of the City and specifically those services detailed in the contract for services, and as consideration for this contract and the services rendered by the Club, the City of Natchitoches agrees to pay to the Club, for the fiscal year 2012-2013, the sum of Twelve Thousand Five Hundred and No/100 (\$12,500.00) Dollars, said payment to be made for the fiscal year beginning June 1, 2012 through May 31, 2013 is hereby approved.

NOW THEREFORE BE IT FURTHER ORDAINED by the City Council of the City of Natchitoches, Louisiana, that the Mayor is hereby authorized to execute the attached Contract and Agreement between the City of Natchitoches and the Boys & Girls Club of El Camino, Inc.

This ordinance was introduced on the 13th day of August, 2012.

It is understood and agreed that this is a contract, for services, and the employees, agents, representatives, and all other persons connected with the Club shall not be considered to be employees of the City of Natchitoches, in any respect, it being the intention of this contract to contract out certain programs offered by the Club, the City being cognizant of the fact that the Club is able to offer programs more efficiently, and economically, than the City. The City takes cognizance of the fact that the Club uses volunteer help and contributions from private sources.,

The term of this contract is from June 1, 2012, through May 31, 2013.

THUS DONE AND PASSED before me the undersigned Notary Public and subscribing witnesses on the day, month and year first hereinabove written at Natchitoches, Natchitoches Parish, Louisiana.

WITNESSES:

CITY OF NATCHITOCHEs

BY: _____
Lee Posey, Mayor

**BOYS AND GIRLS CLUB OF EL CAMINO,
INC.**

BY: _____
_____, President

NOTARY PUBLIC

Ms. Morrow stated that she has a problem with this, because for six years she has made a request on behalf of District 3 for an afterschool program for students in her impact area. She stated that all of the students in our area don't go to the Boys and Girls Club and she feels that if she comes with an adequate proposal, then we should be fair with the dollars and cents. She has presented two proposals in reference to the afterschool program. Ms. Morrow stated that if we are going to use City funds, then we should be fair and not use the funds for just certain groups. She stated that \$12,500 is not a lot of money and that is good for the Boys and Girls Club. She is concerned about the children in her district who are walking the street. She does not have a problem with the \$12,500.00 going to the Boys and Girls Program, but she wants support for the people of her district. Ms. Morrow stated that she does everything she can to support the Boys and Girls Club. Ms. Morrow further stated that she was told that we didn't have the money to put into a program but tonight we have the money to put into another program.

Mayor Posey stated that her point is well taken. He knows of three other areas that are in need of an afterschool programs that the community needs. He hopes and prays that the funding levels off. Mayor Posey stated that we restructured to find the \$12,500.00. Mayor Posey further stated that Ms. Morrow is right and he agrees. This is where we already have a program with the Boys and Girls Club and they have been a vital part of the community. Mayor Posey stated again that Ms. Morrow is right and we need to do more but he's happy to do this. The Boys and Girls Club has worked hard and they are trying to get back on their feet and this will help them. Ms. Morrow stated that she has a suggestion. She does not want anyone to look at her negatively for not voting for this, because she really wants to vote for this. Ms. Morrow stated that she has asked before if money could be taken from her street budget. Maybe she could skip a street and put the money in for the program. Ms. Morrow stated that she would like the Mayor to take this under advisement. With no further discussion, this matter stands introduced.

The following Ordinance was Introduced by Mr. Stamey at the Natchitoches City Council meeting held on August 13, 2012 as follows:

ORDINANCE NO. 038 OF 2012

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEES, LEE POSEY, TO EXECUTE AN OPTION TO EXTEND THE BANKING SERVICES AGREEMENT FOR A ONE YEAR PERIOD, WITH PEOPLES STATE BANK AND APPROVING OF THE TERMS AND CONDITIONS OF SAME ALL AFTER DUE COMPLIANCE WITH THE LAW AND FURTHER PROVIDING FOR ADVERTISING AND FOR AN EFFECTIVE DATE

WHEREAS, the City of Natchitoches, Louisiana, (sometimes hereinafter City) is a political subdivision of the State of Louisiana being a Home Rule Charter municipality created pursuant to the Constitution and Revised Statutes of the State of Louisiana; and

WHEREAS FURTHER, the City solicited proposals for banking services under RFP # 0156, dated July 31, 2008, and received and reviewed proposals from City Bank & Trust Company, Sabine State Bank, First Federal Bank and Peoples State Bank; and

WHEREAS FURTHER, the proposals were reviewed by a committee of Pat Jones, Shawna Straub, Edd Lee and Jack McCain, who identified the proposal from Peoples State Bank as the most beneficial to the City; and

WHEREAS FURTHER, by Ordinance Number 53 of 2008, the City Council of the City of Natchitoches approved the Banking Services Agreement and authorized Mayor Wayne McCullen to execute the Banking Services Agreement and all attachments thereto and any other document that may be required to complete the transaction; and

WHEREAS FURTHER, the Banking Services Agreement (sometimes hereinafter "Agreement") provided for a three year term with an option to renew the Agreement for two additional one year terms; and

WHEREAS FURTHER, upon the recommendation of the Finance Director, and the Assistant Finance Director the Mayor has notified Peoples State Bank of the intention of the City to exercise the second one year extension and Peoples State Bank has accepted same; and

WHEREAS FURTHER, the City Council is of the opinion that is in the best interest of the City of Natchitoches to extend the Banking Services Agreement for an additional one year term; and

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

I. That the recommendations of the Finance Director and the Assistant Finance Director are accepted, and the City Council of the City of Natchitoches does approve of the extension of the Banking Services Agreement with Peoples State Bank for an additional one year period.

II. That the Honorable Mayor, Lee Posey, be and he is hereby authorized and empowered to exercise the second one year option to extend the Banking Services Agreement with Peoples State Bank.

II. That the Honorable Mayor, Lee Posey, be and he is hereby authorized and empowered to execute any documents necessary to extend the Banking Services Agreement, and any attachments thereto, for an additional one year period beginning November 1, 2012 and terminating October 31, 2013, and to execute any other documents that may be required to complete the transaction on behalf of the **CITY**, all in accordance with the general terms and conditions set forth in this Ordinance. The said Mayor is hereby given full and complete authority to incorporate in said instrument such terms, conditions, and agreements as may be necessary to protect the interest of the **CITY** in substantial compliance with the general terms and conditions set forth in this Ordinance.

III. 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.

IV. That this Ordinance shall go into effect immediately after publication according to law.

V. That all Ordinances in conflict herewith are hereby repealed.

VI. That this Ordinance be advertised in accordance with law.

VII. That this Ordinance be declared **INTRODUCED** at a Regular Meeting of the City Council on this the 13th day of August, 2012.

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

ORDINANCE NO. 037 OF 2012

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF NATCHITOCHES, STATE OF LOUISIANA AND NATCHITOCHES GRAND HOTEL, L.L.C.; AND PROVIDING FOR OTHER MATTERS IN CONNECTION WITH THE FOREGOING.

WHEREAS, the City of Natchitoches, State of Louisiana (the "City") desires to enter into a Cooperative Endeavor Agreement (the "CEA") by and between the City and Natchitoches Grand Hotel, L.L.C. (the "Company"); and

WHEREAS FURTHER, the City has purchased property for development near the Natchitoches Event and Art Center (the "Center") and issued a Letter of Intent for the Company to build and operate a hotel on the preferred site next to the Center (the "Project"); and

WHEREAS FURTHER, this Natchitoches City Council (the "Council"), as the governing authority of the City, now desires to approve and authorize the Mayor and Clerk of the City to execute the CEA evidencing the understanding of the City Council with respect to the Project in connection therewith; and

WHEREAS FURTHER, the Council did by Ordinance No. 33 of 2011 approve the form of a Cooperative Endeavor Agreement with the Company, but as some of the terms in the prior CEA have changed the Council desires to recall the prior Ordinance, being Ordinance No. 33 of 2011, and adopt the instant Ordinance; and

NOW, THEREFORE, BE IT HEREBY ORDAINED by the Natchitoches City Council, acting as the governing authority of the City, that:

SECTION 1: Ordinance No. 33 of 2011 is recalled and rescinded.

SECTION 2: All of the recitals above are adopted as part of this Ordinance.

SECTION 3: The CEA containing substantially the terms and provisions set forth in the CEA now before the Council with such changes as approved by Mayor, bond counsel and legal counsel to the City is hereby approved and the Mayor and Clerk are hereby authorized, empowered, and directed to execute a CEA in substantially the form now before the Council, for and on behalf of the City.

This Ordinance was introduced on July 23, 2012 and published in the *Natchitoches Times* on July 27, 2012 in accordance with law.

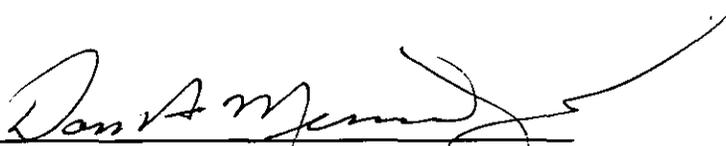
The above Ordinance having been duly advertised in accordance with law and a public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

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

THEREUPON, the Mayor declared the Ordinance **PASSED** this 13th day of August, 2012 by a vote of 5 ayes to 0 nays.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 14thth day of August, 2012 at 10:00 A.M.

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "Agreement") dated as of August 23, 2012 is made between the **CITY OF NATCHITOCHEES, LOUISIANA**, (the "City"), and **NATCHITOCHEES GRAND HOTEL L.L.C.** (the "Company"), a limited liability company organized under the laws of the State of Louisiana (collectively the "Parties").

WHEREAS, the parties hereto agree that in consideration of certain inducements to be provided by the Natchitoches City Council and Mayor of Natchitoches (herein the "City"), the Company or its affiliate will build and operate a hotel with not less than eighty-four (84) rooms (the "Project") on a preferred site (the "Site") determined by the City across Second Street from the Natchitoches Events Center (the "Center"), as provided by in a subsequent mutually agreed upon development agreement ("Development Agreement"), and operate the Center, as provided for in a subsequent mutually agreed upon management agreement ("Management Agreement"); and

WHEREAS, the City has determined that a real necessity and desire exists to pursue the development of the Project to complement the existing Center by providing for additional lodging necessary to attract businesses, trade groups, organizations, and other groups to utilize the Center at increased levels for events in the City of Natchitoches;

WHEREAS, the City has determined that increased usage of the Center as the result of the establishment of an accompanying Project, construction jobs, permanent jobs and support facilities will bring significant economic impact to local businesses, citizens and the City; and

WHEREAS, the City has determined that a need exists for the services of a private company to manage and promote the Center in order to attract more events to the City; and

WHEREAS, the City issued a Request for Proposal (the "RFP") for the management of the Center and development of the Project, and the City selected and signed a letter of intent with an entity acting under the trade name Hospitality Consultants, Inc. of New Orleans and now represented by the Company; and

WHEREAS, the Louisiana Constitution of 1974, Article VII, Section 14(C), provides that for a public purpose the State and its political subdivisions may engage in cooperative endeavors with each other and with any public or private association, corporation or individual; and

WHEREAS, the economic benefit to the City resulting from this Project is expected to exceed the value of the incentives to be provided by the City as described herein, this Agreement has a public purpose and is in the public interest of the City of Natchitoches and its citizens;

THEREFORE, IT IS AGREED:

A R T I C L E I R E P R E S E N T A T I O N S

Section 1.0 City Representations.

As a material inducement to the Company to enter into this Agreement, without which it would not have entered into this Agreement, the City makes the following representations:

- (A) The City has all requisite power pursuant to Article VII, Section 14 (c) of the Louisiana Constitution of 1974, as amended, to enter into this Agreement.
- (B) The City has commissioned a feasibility study for a hotel of this scope by PKF Consulting. The PKF study recognized strong support for such a facility but also indicated a significant monetary gap in its feasibility to make the undertaking attractive in today's economic environment.
- (C) The City's obligations of economic inducements to offset the gap indicated by PKF Consulting under this Agreement are made for the public purpose of generating economic benefits for the City of Natchitoches and its citizens and are part of a bargained for exchange with the Company.
- (D) Except as may be otherwise disclosed in writing, to the actual knowledge of the City, there is no action, suit, investigation or proceeding pending, or threatened, against the City, before any court, arbitrator, or administrative or governmental body of which might materially adversely affect the ability of the City to comply with its obligations hereunder or in connection with the transactions contemplated hereby, relative to this Agreement.

Section 1.1 Company Representations.

As a material inducement to the City to enter into this Agreement, without which it would not have entered into this Agreement, the Company makes the following representations:

- (A) The Company is a duly and legally organized Louisiana limited liability company, in good standing under the laws of Louisiana, with all powers and governmental licenses, authorization, qualifications, consents and approvals required to carry on its business in Louisiana as now conducted, and will acquire and possess all such required authority to carry on the business contemplated in this Agreement.
- (B) The Company has all the requisite power and authority to enter into this Agreement and to carry out the terms hereof; and the person signing this Agreement has the authority to execute this Agreement as the authorized representative of the Company, and to bind the Company to all of the terms of this Agreement.

Section 2.1 Property Tax Abatement. The City, or a public corporation or instrumentality of the City for this purpose, will develop or enter into a structure which will exempt the Site and the Project from ad valorem property taxes for a period of at least ten (10) years commencing at the first year that ad valorem taxes would be imposed on the Project as a completed, open and operational Project.

Section 2.2 Infrastructure Improvements. The City has and will make municipal infrastructure improvements that it deems necessary to ensure the Site can logistically support the Project, as provided for in a mutually agreeable Lease, including, but not limited to, moving, relocating or upgrading utilities as required due to the construction of the Project, or which are necessary to provide adequate utility service to the Project.

Section 2.3 Management Agreement. The City will negotiate with the Company in good faith to create a mutually acceptable and agreed upon Management Agreement to provide for management of the Center by the Company.

Section 2.4. Lease. The City, or a public corporation or instrumentality of the City for this purpose, will negotiate with the Company in good faith to create a mutually acceptable and agreed upon Lease of the Site and the Project.

Section 2.5. Cross Parking Agreement. The City will negotiate with the Company in good faith to create a mutually acceptable and agreed upon cross parking agreement for the Project (the "Cross Parking Agreement"), as either a separate document or as part of the Lease, that will provide as many parking spaces offsite in City lots necessary to meet code requirements. These City lots are across Second Street from the Project and in close proximity to the Project.

Section 2.6. Bonds. The City, or a public corporation or instrumentality of the City for this purpose, will issue its Taxable Revenue Bonds (Natchitoches Grand Hotel, L.L.C. Project) Series 2012 to finance a portion of the cost of the acquisition, construction and installation of the Project, in an amount not to exceed \$2,500,000.00 (the "Bonds"). The actual amount of the Bonds will be determined based upon the amount of revenue generated by the property tax abatement and the lease payment made by the Company.

A R T I C L E I I I UNDERTAKINGS ON THE PART OF THE COMPANY

Section 3.0 Plans and Specifications. The Company shall deliver to the City its plans and specifications for the Project for the required approval of the City at a date no later than December 31, 2012. Additionally, the Company must deliver to the City satisfactory evidence to show the Company has the moneys available to finance the Project with cash and/or a loan at a date no later than December 31, 2012. Notwithstanding anything to the contrary contained herein, in the event

- (C) This Agreement has been duly authorized, executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable in accordance with its terms.
- (D) The Company has taken or will take all necessary and proper action to authorize the execution, issuance and delivery of this Agreement and any other documents required by this Agreement, and the performance of its obligations under this Agreement.
- (E) The execution of this Agreement and any other documents required by this Agreement, and the performance by the Company of its obligations hereunder are within the powers of the Company and will not violate any provisions of any law, regulation, decree or governmental authorization applicable to the Company or any agreements of the Company with any of its creditors.
- (F) Except as may be otherwise disclosed in writing, there is no action, suit, investigation or proceeding pending, or to its best knowledge threatened, against the Company before any court, arbitrator, or administrative or governmental body which could reasonably be expected to result in a material adverse change in the Company's financial condition or operations, or in the Company's ability to comply with its obligations hereunder or to participate in the transactions contemplated hereby.
- (G) This Agreement contains no untrue or misleading statement of any material fact. There is no material fact or circumstance known to the Company that adversely affects or, so far as the Company can now reasonably foresee, will adversely affect the condition of the Company or the Company's ability to perform its obligations hereunder, which the Company has not disclosed in writing to the City. All representations made herein by the Company are true and accurate and remain in full force and effect.

A R T I C L E I I COOPERATIVE ENDEAVOR OBLIGATIONS

Section 2.0 Use of Land. The Company will be provided use of the land designated by the City (the "Site") for nominal consideration on a triple net lease basis for a period commencing on the date of execution of a mutually agreeable lease and continuing for at least ten (10) years from the first day of operation of the Project (the "Lease"). The actual term of the Lease may be adjusted in order to provide a sufficient time to retire Bonds, as hereinafter defined. Upon performing the obligations under the Lease, so long as the Company is not in default, the Company shall have the right to purchase the Site and Project at such point for the consideration of the economic development benefits over the term of the Lease and a price of \$5,000. The Site, during the term of the Lease and the Project during the term of the Lease shall be owned by the City or by a public corporation or instrumentality of the City for this purpose.

the Company is unable to obtain financing on terms satisfactory to the Company, in its sole discretion, prior to December 31, 2012, this Agreement shall be null and void and neither party shall have any continuing obligations to the other.

Section 3.1 Construction of the Project. The Company shall commence construction on the Project within 180 days of the conveyance of the Site to a public corporation, the execution of a mutually agreed upon Management Agreement, the execution of a mutually agreed upon Lease, and the execution of a mutually agreed upon cross parking agreement. This shall be completed within 120 days of the execution of this Agreement. Construction shall be fifty percent (50%) complete by August 31, 2013, and the Project shall be fully complete and functional by December 31, 2013.

Section 3.2 Project Specifications. The Project shall be a hotel with at least eighty-four (84) rooms with amenities and design reasonably acceptable to the City for lodging guests of the Center and meeting the specifications of the Natchitoches Historic Commission and the reasonable specifications of the City.

Section 3.3 Permanent Jobs. The Project shall employ the proper number of employees per American hotel industry standards to operate, manage and service the Project for each year of the tax exemption described above, but shall be at least 34 full time and part time employees.

Section 3.4 Performance Bond. The Company must issue a performance bond guaranteeing the completion of the Project to the agreed upon specifications.

Section 3.5 Management Agreement. The Company or its affiliate will negotiate with the City in good faith to create a mutually acceptable and agreed upon Management Agreement to provide for management of the Center by the Company.

Section 3.6. Lease. The Company will negotiate with the City in good faith to create the mutually acceptable and agreed upon Lease.

Section 3.7. Cross Parking Agreement. The Company will negotiate with the City in good faith to create the mutually acceptable and agreed upon Cross Parking Agreement.

A R T I C L E I V M I S C E L L A N E O U S

Section 4.0 Statement of Deliverables. The Parties understand and recognize that the terms of this Agreement are contingent on the negotiation of an acceptable Lease, the approval of plans and specifications, financing and other undertakings described herein. Further, this agreement is contingent on the negotiation of an acceptable Management Agreement providing for the

management of the Center.

Section 4.1 Notices. All reports, statements or notices required or advisable to be given hereunder shall be deemed to be given if sent to the following parties at the following addresses:

TO THE COMPANY: **Natchitoches Grand Hotel,
L.L.C.
Attn: Warren Reuther
68 Lakewood Place
New Orleans, LA 70131**

TO CITY: **City Natchitoches, Louisiana
Attn: Mayor Lee Posey
700 Second Street
Natchitoches, LA 71457**

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or by private, commercial carrier, express mail, such as Federal Express, or sent by telex, telegram, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving party. All such communications shall be mailed, sent or delivered to the address or numbers set forth below, or as to each party at such other addresses or numbers as shall be designated by such party in a written notice to the other party.

Section 4.2 Further Assurances. From time to time hereafter, the City and the Company shall execute and deliver such additional instruments, certificates or documents, and take all such actions as each party hereto may reasonably request for the purpose of fulfilling its obligations hereunder.

Section 4.3 Venue. Any suit brought by any party hereto arising out of or by reason of this Agreement, or otherwise, shall be brought, if against the City, in the Tenth Judicial District Court, Natchitoches Parish, Louisiana.

Section 4.4 Severance. To the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Section 4.5 No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of the City in his individual capacity, and neither the officers thereof nor any official executing this Agreement shall be liable personally with respect hereto or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement.

Section 4.6 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or extent of any of the provisions of this Agreement.

Section 4.7 Counterparts. This Agreement may be executed in several counterparts, each which shall be an original and all of which when taken together shall be deemed one and the same Agreement.

Section 4.8 Governing Law. This Agreement shall be constructed in accordance with and governed by the laws of the State of Louisiana.

Section 4.9 Public Purpose. The parties hereto represent that the Project will serve a public purpose, consisting of infrastructure and improvements needed to fuel economic development and growth.

Section 4.10 Term. The term of this agreement shall be the earlier of the execution and delivery of a mutually agreeable Lease providing for the further terms of development or December 31, 2012, unless extended by the mutual written agreement of the Parties.

Section 4.11 No City-Parish Obligation. Except as specifically stated herein, with the limitations described herein, notwithstanding any other language contained in this Agreement to the contrary, nothing contained in this Agreement shall constitute or create an obligation, general or special, debt, liability or moral obligation of the City.

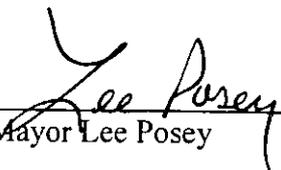
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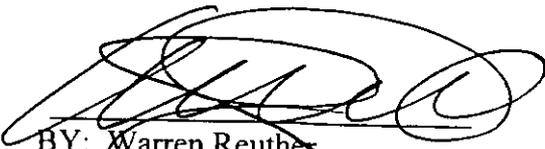
Section 4.12 Obligating Entities. The obligations outlined herein are undertaken by the Company, however; said obligations may be undertaken by a related or affiliated legal entity.

Thus done and signed this 23 day of August, 2012 at Natchitoches, Louisiana.

CITY OF NATCHITOCHES,
STATE OF LOUISIANA

NATCHITOCHES GRAND HOTEL,
L.L.C.


BY: Mayor Lee Posey


BY: Warren Reuther

Mr. Payne asked that once the company takes over the events center, who will maintain it; will it be in the City's budget or will this company do that. Mayor Posey stated that Mr. Ruther would take care of everything on the inside, and everything on the outside the City would take care of. Mr. Payne further stated that he wanted to make sure that this company will be an equal opportunity employer. Mayor Posey stated that that question was asked at the public hearing and he will make sure that they understand that. Mayor Posey further stated that there was a group that went to Natchez within the last week or so and it the management contract was discussed. Mayor Posey stated that this is going to be huge and we need to make sure it is in the best interest of Natchitoches. They came away very satisfied. Natchez has had this management contract for four years; the big question was what they would do differently. David Stamey stated that is was actually five years over there and they are very positive. Mr. Stamey further stated that Larry has some of the same concerns that he has and he thinks that during the negotiations of the events center contract, not the hotel, there is going to be more negotiations. Whether it be Mr. Corkern, Mr. Jones or the Mayor, doing final negotiations, some of the parts that is being introduced tonight, we do still have some additional obligations. There is something about parking spaces and we have to know that we have the land for the parking and the cross parking agreement. We will have to pave or concrete over there to make that useable. Mr. Stamey stated that he would like to see in the negotiations, so that we end up with a quality building, can the city's portion of the contract state can we hire an independent architect and or inspector. We will have the City's inspector making checks, but it would be well worth our money to have that additional check. Mr. Stamey stated our inspector is very familiar with houses but this is a special situation. Mr. Stamey further stated that he feels that whoever is negotiating the management agreement for the events center will do a good job. Ms. Morrow stated that she is pleased to know that Mr. Reuther will be paying for the utilities and the employees at the events center. It will really ease our burden here at the City. Mayor Posey stated that this is a win-win situation because we will be removing ourselves and some of our resources to go into the operations. Mayor Posey stated it is going to take away some of our money to operate and he feels like it will really generate a lot of sales tax dollars. Mayor Posey stated the hotel is going to complete the down town area, with the Sports Hall of Fame and the hotel. Mr. Stamey asked that when they took their contract in Natchez from the city operating their convention center, their total hotel/motel impact was up just below 25% five years later. Mr. Stamey stated that they have done a really good job in Natchez and his property looks great. Mr. Stamey stated it is a wonderful situation and he will be very pleased if ours matches that of Natchez because they have a first class operation over there. Mayor Posey stated that we just had another situation where someone wanted to host a state convention over here. Mayor Posey stated they called and said they had heard about the hotel but it is not going to be open in time and they said that they would have to go to Alexandria this year but as soon as we get the hotel open they want to come to Natchitoches. Mayor Posey stated it was approximately 150 people. Mayor Posey stated this is story after story and this is why I believe this will be good for our community. Ms. Carolyn Roy asked what was said about the utilities. Mr. Morrow responded that Mr. Reuther will pay the utilities for the events center and he will also be paying the employees because he will be over the events center. Ms. Roy asked if this would be part of the contract. Mayor Posey responded that we have not finalized the management contract at this point. Ms. Morrow stated that it was based on information we got from Natchez. Ms. Morrow continues that Mr. Reuther will be managing the events center and the hotel so she is under the assumption that based on the information Mr. Reuther gave, he will be running the one here just like he is running the one in Natchez. Mayor Posey asked if anyone could confirm the question about the utilities. Mr. Jones stated that it is part of the operating expenses and it will be coming out of the generating revenue from sales. The first year or so we will still have to supplement that until he gets his revenue up. Ms. Morrow asked how long we will be supplementing the expenses. Mr. Stamey stated that initially Natchez was supplementing \$550,000.00 a year, and in five years it is down to \$240,000.00, so Mr. Reuther has more than halved the costs to the City of Natchez. Mr. Stamey further stated that they would be employees of Mr. Reuther. Mr. Jones stated that they would become employees of the consulting firm or the management firm except for those that want to stay with the City. Mr. Jones stated the employees who are close to their vesting would have that option to stay with the City to be vested.

Mayor Posey stated that the City would be reimbursed in his understanding but we don't want to remove anyone who has one or two years left for retirement purposes and that money would be reimbursed by the hotel management group. Ms. Roy asked if they could confirm who would pay the utilities. Mayor Posey responded that the management agreement is still in the works and the utilities would be part of that. Mr. Roy asked Mr. Corkern if the bonds would be available to the public. Mayor Posey stated that once the financing people are in place, they would make that decision. Mr. Corkern stated we will have no control over who purchases the bonds. Ms. Morrow asked Mr. Jones how much the City will be paying to Mr. Reuther for the utilities and the employees per year. Mr. Jones stated that this vote is to give us permission to negotiate and that is something that still has to be worked out between all the parties involved. Mr. Jones stated that until it is approved we don't have permission. Ms. Morrow stated she is not saying that he has permission but he is the accountant. Mr. Stamey stated that this is part of the negotiations that will take place next. Mr. Posey stated that we are piggy-backing a lot of what Natchez has done over there and we hope to negotiate even better deals for us. Mayor Posey stated that no matter to what degree we negotiate, we are going to be so much better off than we are now. We are going to negotiate the best deal we can if this passes tonight. Shirley Small-Rougeau asked Mr. Jones what expenses that the City is incurring now for the events center. Mr. Jones stated \$275,000.00 for the last two years.

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

RESOLUTION NO. 071 of 2012

**RESOLUTION TO RE-APPOINT SAM FOWLER AS A COMMISSIONER
ON THE NATCHITOCHE PARISH PORT COMMISSION FOR THE CITY OF
NATCHITOCHE**

WHEREAS, the term of Sam Fowler as a Commissioner for the Natchitoches Parish Port Commission of the City of Natchitoches will expire on October 12, 2012; and

WHEREAS, the Natchitoches City Council wishes to re-appoint Sam Fowler for a term commencing on October 12, 2012 and ending on October 12, 2018.

NOW, THEREFORE, BE IT RESOLVED, I, Lee Posey, and the Natchitoches City Council of the City of Natchitoches does, in legal session convened, hereby re-appoint Mr. Sam Fowler as a Commissioner for the Natchitoches Parish Port Commission of the City of Natchitoches for a Six-year term.

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 13th day of August, 2012.



LEE POSEY, MAYOR

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

RESOLUTION NO. 072 of 2012

**RESOLUTION TO RE-APPOINT DAN SIMMONS AS A COMMISSIONER
ON THE NATCHITOCHE PARISH PORT COMMISSION FOR THE CITY OF
NATCHITOCHE**

WHEREAS, the term of Dan Simmons as a Commissioner for the Natchitoches Parish Port Commission of the City of Natchitoches will expire on October 12, 2012; and

WHEREAS, the Natchitoches City Council wishes to re-appoint Dan Simmons for a term commencing on October 12, 2012 and ending on October 12, 2018

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Natchitoches does, in legal session convened, hereby re-appoint Mr. Dan Simmons as a Commissioner for the Natchitoches Parish Port Commission of the City of Natchitoches for a Six-year term.

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

AYES: Morrow, Stamey, Payne, Nielsen, Mims
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 13th day of August, 2012.



LEE POSEY, MAYOR

Mayor Posey introduced Mr. Dan Simmons and asked him to say a few words. Mr. Simmons stated that he is a retired vice-president of a trucking company and during his employment he dealt with four major ports, the Port of New Orleans, the Port of Seattle, Washington, and the Port of Long Beach and Los Angeles. Mr. Simmons stated that he has dealt with both operations and sales at those ports. Mr. Simmons said he then retired to this beautiful city and he loves it. Mayor Posey thanked Mr. Simmons and stated he would be a perfect fit.

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

RESOLUTION NO. 073 OF 2012

**A RESOLUTION DESIGNATING FRIDAY, AUGUST 31, 2012
AS AN OFFICIAL HOLIDAY FOR THE EMPLOYEES OF THE CITY
OF NATCHITOCHEES FOR THE YEAR 2012**

WHEREAS, the Mayor and City Council of the City of Natchitoches appreciate the hard work of the Natchitoches City Employees; and

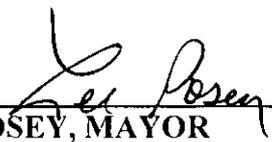
WHEREAS, to show appreciation for the dedicated efforts of our City Employees, the Mayor and Natchitoches City Council wish to declare, Friday, August 31, 2012 as an official City Holiday for 2012.

NOW, THEREFORE, BE IT RESOLVED, by Mayor Lee Posey, that Friday, August 31, 2012 be declared an Official Holiday for the City of Natchitoches Employees.

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

AYES: Nielsen, Morrow, Payne, Mims, Stamey
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 13th day of August, 2012.



LEE POSEY, MAYOR

CITY OF NATCHITOCHEs
GENERAL FUND BUDGET REPORT
AS OF JUNE 30, 2012

	CURRENT MONTH			YEAR TO DATE				
	TOTAL BUDGET 12/13FY	MONTHLY BUDGET *1	ACTUAL	(OVER) UNDER BUDGET	YTD ACTUAL	ENCUMBRANCES	UNREALIZED AVAILABLE BALANCE	PERCENT RECEIVED/ EXPENSED
REVENUE	13,936,428	1,161,369	789,930	(371,438.90)	789,930		13,146,498	5.67%
EXPENDITURES								
DEPARTMENT:								
CITY HALL / FINANCE	538,096	44,841	30,046	14,795.65	30,046	2,306	505,744	6.01%
COMMUNITY DEVELOPMENT	691,210	57,601	31,667	25,933.81	31,667	7,004	652,539	5.59%
PLANNING & ZONING	244,159	20,347	12,088	8,258.71	12,088	2,125	229,947	5.82%
FIRE DEPARTMENT	2,707,610	225,634	177,380	48,253.89	177,380	2,303	2,527,926	6.64%
POLICE DEPARTMENT	4,140,329	345,027	228,404	116,623.75	228,404	1,893	3,910,033	5.56%
ANIMAL SHELTER	152,001	12,667	6,115	6,551.64	6,115	115	145,771	4.10%
PURCHASING	333,251	27,771	19,393	8,377.65	19,393	1,031	312,826	6.13%
CITY GARAGE	230,807	19,234	9,397	9,837.23	9,397	0	221,410	4.07%
RECREATION *2	870,369	72,531	85,377	(12,846.14)	85,377	8,578	776,414	10.79%
PUBLIC WORKS	1,434,011	119,501	69,416	50,084.58	69,416	26,428	1,338,167	6.68%
INDIRECT EXPENSE	2,377,163	198,097	504,923	(306,826.57)	504,923	154	1,872,085	21.25%
PROGRAMMING & PROMOTIONS	217,422	18,119	9,000	9,118.82	9,000	300	208,122	4.28%
TOTAL GENERAL FUND	13,936,428	1,161,369	1,183,206	(21,836.99)	1,183,206	52,236	12,700,986	8.86%

FOOTNOTES:

*1 - 1/12th OF TOTAL BUDGET

*2 - SEASONAL ACTIVITY

% BUDGET YEAR ELAPSED 8%
% BUDGET EXPENDED 9%

CITY OF NATCHITOCHEES
UTILITY (PROPRIETARY) FUND BUDGET REPORT
AS OF JUNE 30, 2012

CURRENT MONTH

YEAR TO DATE

	TOTAL	(OVER)	UNREALIZED /	PERCENT			
	BUDGET	UNDER	AVAILBLE	RECEIVED/			
	12/13 FY	BUDGET *1	ACTUAL	BALANCE			
		ACTUAL	BRANCES	EXPENSED			
REVENUE	40,687,097	3,390,591	3,025,812	(364,779)	3,025,812	37,661,285	7.44%

EXPENDITURES

DEPARTMENT:

	298,841	24,903	15,477	9,426	15,477	16,667	266,697	10.76%
UTILITY ADMINISTRATION	2,056,551	171,379	99,374	72,006	99,374	8,504	1,948,673	5.25%
WATER	1,535,476	127,956	101,283	26,673	101,283	11,073	1,423,120	7.32%
SEWER	27,051,283	2,254,274	121,419	2,132,854	121,419	4,952	26,924,911	0.47%
ELECTRIC	611,633	50,969	35,205	15,765	35,205	1,594	574,835	6.02%
UTILITY BILLING	325,453	27,121	11,077	16,044	11,077	3,053	311,324	4.34%
INFORMATION TECH	8,807,860	733,988	1,153,114	(419,128)	1,153,114	58,013	7,596,734	13.75%
DIRECT								
TOTAL UTILITY FUND	40,687,097	3,390,591	1,536,949	1,853,643	1,536,949	103,855	39,046,293	4.03%

FOOTNOTES:

*1 - 1/12th OF TOTAL BUDGET

% BUDGET YEAR ELAPSED 8%

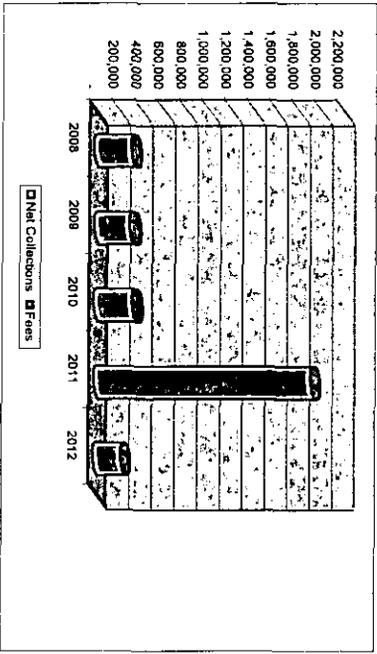
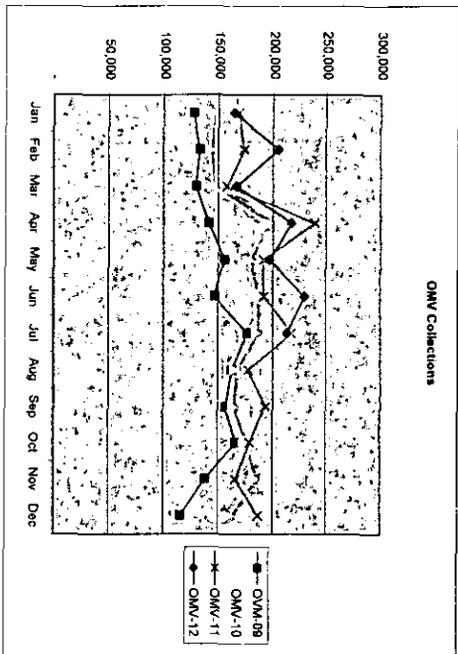
% BUDGET EXPENDED 4%

Natchitoches Tax Commission
LA Department of Motor Vehicles Sales

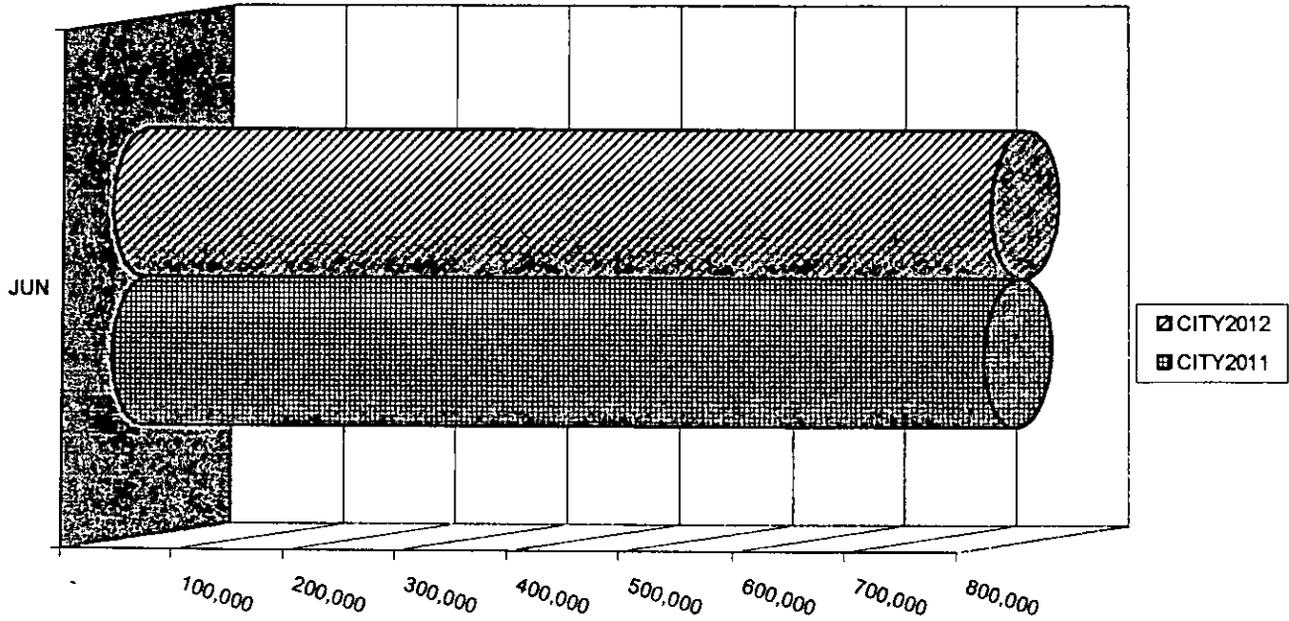
Month/ Year	2009	2010	2011	2012	12 vs 11
Jan	126,616.65	145,283.06	168,051.63	164,467.36	-2.13%
Feb	132,533.23	142,482.09	173,570.53	205,177.33	18.21%
Mar	129,201.16	144,772.00	157,817.67	166,324.69	5.39%
Apr	140,633.11	194,621.00	239,582.86	217,732.82	-9.12%
May	155,345.06	177,889.00	190,980.40	196,365.55	2.82%
Jun	146,560.54	184,823.00	192,184.32	230,945.64	20.17%
Jul	176,221.17	184,621.89	217,528.02	213,497.75	-1.85%
Aug	162,474.98	164,616.09	177,404.48	-	-100.00%
Sep	156,885.17	162,969.93	193,381.54	-	-100.00%
Oct	166,099.20	173,620.93	179,172.54	-	-100.00%
Nov	137,831.55	183,071.31	165,928.76	-	-100.00%
Dec	114,885.57	160,468.75	186,507.49	-	-100.00%
Totals	\$ 1,745,267.39	\$ 2,018,839.05	\$ 2,242,110.24	\$ 1,394,511.14	

Natchitoches Tax Commission
Audit Collections

Year	2008	2009	2010	2011	2012	11 vs 12
Collections	353,910.00	349,768.25	368,908.65	1,947,902.68	266,045.00	-86%
Fees	28,315.00	41,048.17	32,697.42	25,945.88	26,723.00	3%
Net Collections	325,595.00	308,720.08	336,211.23	1,921,956.80	239,322.00	-89%



CITY OF NATCHITOCHEs FISCAL YEAR SALES TAX COLLECTIONS



REVENUE BY MONTHS

2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	DIFF 12/13	DIFF %
821,444	754,700	745,293	778,326	784,706	6,380	0.82%

Mr. Pat Jones next presented the Financial Report. Mr. Jones stated that there is a Budget Report for June, 2012 in their packets. This is the first month of the fiscal year. The expenditures show that we are at 8% of the year lapse and we are right at 9% expended which is 1/12th. We do have two departments that are in the "red" that are little over spent. One is the recreation department which comes from being seasonal and most of the summer programs were kicked off in June. Usually those programs are over in a couple of months and then their expenditures will start leveling out. The second is Indirect Expense, both in General Fund and the Utility Fund. These are over because we transferred at the first of the year to the liability insurance fund instead of transferring 1/12th, we transferred the full amount. We have done this for the last three years because the annual premiums come up in August, so made the transfer then instead of running the liability insurance in the hole. The revenue in the utility fund is at 7.44% and expenditures at 4.03%. The Motor Vehicle Report for the month of July, we were down 1.85% which really level. Our Sales Tax Report was basically level for the Month of June, .082% above last June. We did have two bad months of reduced sales tax for April and May. June has levels off. We will go Wednesday and get our report from Jerry McWherther of the Tax Commission.

Ms. Sylvia Morrow presented the Parks and Receptions Report. Ms. Morrow stated that prior to Mayor Posey's taking seat as Mayor, there has been concerns about the barbed wire around the park on Martin Luther King Drive. Ms. Morrow presented a petition to the City for the removal of the barbed wire around the Ben D. Johnson Park.

Ms. Morrow further stated that there was a Day in the Park presented. Ms. Morrow stated there have been proclamations presented for the National League of Cities. There is \$21,000.00 available if they have all of their material in order. They only thing we are waiting for is for Mr. Llorens to assess every park. Once he gets the assessment in to the National League of Cities we can get our funding.

David Stamey stated that he would have to agree with Ms. Morrow. He doesn't like the way the Ben D. Johnson Park looks and would not want his child to grow up on a playground with barbed wire it. Mr. Stamey asked if there was a problem which caused the barbed wire to be put up. Ms. Morrow stated that she has had a chance to visit with the police department and they come out and park and watch the children play on some occasions.

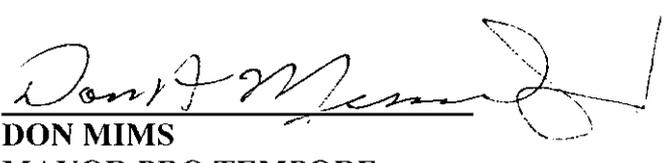
Mr. Posey stated that in Mr. Llorens' defense, Mr. Llorens did let him know that he was in a meeting in Shreveport. Mayor Posey further stated that the petition was duly noted and he will take it under advisement.

Mr. Posey further announced that the city employees will be off on September 3, 2012 in observance of Labor Day, and also off August 31, 2012.

The Mayor asked if there was any further business to be brought before the Council. There being none, Mr. Nielsen made a motion to adjourn the meeting, Mr. Payne seconded the motion, and the meeting was adjourned at 6:40 p.m.



LEE POSEY
MAYOR



DON MIMS
MAYOR PRO TEMPORE