

Notice posted May 25, 2012 at 10:30 a.m.

NOTICE OF PUBLIC HEARING/MEETING

I. A PUBLIC HEARING WILL BE HELD AS FOLLOWS:

DATE: May 29, 2012

TIME: 7:00 P.M.

PLACE: Natchitoches Arts Center, 716 Second Street, Natchitoches, La 71457

CLOSE PUBLIC HEARING: ADJOURN

II. A PUBLIC MEETING WILL BE HELD AS FOLLOWS:

DATE: May 29, 2012

TIME: Immediately following public hearing

PLACE: Natchitoches Arts Center, 716 Second Street, Natchitoches, La 71457

NATCHITOCHEs CITY COUNCIL MEETING

MAY 29, 2012

7:00 P.M.

AGENDA

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF MAY 14, 2012**

5. **PROCLAMATION:**

#042 Morrow Proclamation Declaring the Month of May, 2012 as Asthma Awareness Month (Rho Beta Omega of Alpha Kappa Alpha Sorority, Inc.)

ADDED TO AGENDA BY MOTION OF MS. MORROW AND SECONDED BY MR. NIELSEN FOR INTRODUCTION

#032 Ordinance Authorizing The Mayor Of The City Of Natchitoches, Wayne McCullen, To Execute A Cash Sale Deed For The Purchase Of A 98 Square Foot Tract Located Across The Southern Boundary Of Property Of Stamey & Miller Properties, LLC, Being Located In The Block Bounded By Second Street, Lafayette Street, Ducournau Street And Horn Street, For The Consideration Of Two Thousand Five Hundred Dollars, To Provide For Advertising, And A Savings Clause

6. **ORDINANCES – FINAL:**
PUBLIC COMMENTS -

#024 McCain Ordinance Considering Setting Forth the Adjusted Millage Rate(s)

PUBLIC COMMENTS

#025 McCain Ordinance Considering to Roll Forward to Millage Rates(s) Not Exceeding the Maximum Authorized Rate(s)

#027 Nielsen An Ordinance Recognizing The Current Salary Of The Mayor Of The City Of Natchitoches, Louisiana As Fixed In The 2012 - 2013 Budget And Confirming Same, And Further Providing That The Mayor's Salary Shall Increase With The Annual Cost Of Increase Provided To Other City Employees, Which Is Currently Fixed At 2%, Providing For Advertising,

Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of

#028 Payne Ordinance Authorizing The Mayor Of The City Of Natchitoches, Louisiana, To Enter Into A Cooperative Endeavor Agreement With The Louisiana School Of Math, Sciences & The Arts, Whereby The City Of Natchitoches Will Provide Demolition Of Certain Concrete Sidewalks And Other Areas In Exchange For Concrete Benches And Sidewalk Light Fixtures, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance

#029 Morrow Ordinance Authorizing A Franchise In Favor Of Randy Ziegler To Operate A Tour Boat Business Within The City Limits Of The City Of Natchitoches, Confirming The Term Of The Franchise, Conditions, And Considerations For Said Franchise And Authorizing The Mayor To Execute The Said Franchise Agreement On Behalf Of The City Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance

7. **FINANCIAL REPORT** Pat Jones, Finance Director

8. **RESOLUTIONS:**

#043 McCain Resolution Authorizing the Mayor to Execute An Agreement with the Louisiana Department of Transportation and Development (LA DOTD) for improvements at the Natchitoches Regional Airport to Rehabilitate the Beacon Tower (State Project No. H.009923)

#046 Nielsen Resolution Authorizing The Mayor To Execute Change Order No.2 And Substantial Completion To The Contract Between The City Of Natchitoches and F. J. Burnell, Inc. For The Ducournau Street Paving And Drainage Project (Bid No. 0522)

#047 Payne Resolution Authorizing The Mayor To Execute Change Order No. 2 To The Contract Between The City Of Natchitoches And Regional Construction For The FY 2011- 2012 Street Rehabilitation Project (Bid No. 0513)

9. **ADJOURNMENT**

NOTICE TO THE PUBLIC

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

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

**PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF NATCHITOCHEs, STATE OF
LOUISIANA,
REGULAR MEETING HELD ON
MONDAY, MAY 29, 2012, AT SEVEN O'CLOCK, (7:00) 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 Tuesday, May 29, 2012 at 7:00 p.m.

There were present:

Councilman At Large Don Mims, Jr.
Councilmen: Jack McCain, Larry Payne, Dale Nielsen
Councilwoman Sylvia Morrow

Guests: Ladies of Alpha Kappa Alpha Sorority, Inc. -Ms.
Diane Jones, Ms. Calhoun, Ms. Moffet, Monette Hall
and Mrs. Vallien Swaze.

Absent: Mayor Wayne McCullen

Councilman At Large Don Mims, Jr., Mayor Pro Tem opened the meeting by welcoming everyone. Mr. Mims announced that Mayor McCullen is not present at this meeting because he is in Mississippi where his new grandson was recently born. Mr. Mims then asked Mike Braxton to give the Invocation. Mr. McCain led the Pledge of Alliance.

Mr. Mims then called for the reading and approval of the Minutes of the May 14, 2012 meeting. Mr. McCain made a motion to approve the minutes and dispense with the reading of the minutes. Mr. Payne seconded the motion. The roll call vote was as follows:

AYES: McCain, Payne, Nielson, Morrow.
NAYES: None
ABSENT: None

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

RESOLUTION No. 042 of 2012

PROCLAMATION

WHEREAS, asthma has reached epidemic proportions in the United States, affecting an estimated 25.7 million people; and

WHEREAS, asthma is one of the leading causes of childhood hospitalizations, long-term illness, and school absenteeism, accounting for nearly 10.5 million missed school days each year; and

WHEREAS, each year nearly 2 million people are rushed to the emergency room from asthma; and

WHEREAS, asthma is a long-term, inflammatory disease in which the airways of the lungs constrict, causing wheezing, breathlessness, chest tightness, and coughing; and

WHEREAS, exposure to allergens and irritants such as dust mites, mold, cockroaches, pet dander, and secondhand smoke can bring on an asthma episode; and

WHEREAS, secondhand smoke worsens children's asthma in up to one million children; and

WHEREAS, there are simple steps people can take to reduce their exposure to environmental asthma triggers; and

WHEREAS, the City of Natchitoches and the U.S. Environment Protection Agency are encouraging Americans to identify and reduce their exposures to environmental triggers in homes and schools, and incorporate environmental controls into their asthma management plans

NOW, THEREFORE, Wayne McCullen, Mayor, and the City Council of the City of Natchitoches, do hereby proclaim the month of May, 2012 as:

ASTHMA AWARENESS MONTH

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

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

THEREUPON, Mayor Pro Tempore Don Mims declared the Resolution passed by a vote of 4 Ayes to 0 Nays this the 29th day of May, 2012.


DON MIMS, MAYOR PRO TEMPORE

Ms. Morrow next introduced the ladies of Alpha Kappa Alpha Sorority, Inc., Ms. Diane Jones, Ms. Calhoun, Ms. Moffet, Monette Hall and Mrs. Vallien Swaze. Ms. Morrow presented the Proclamation to Ms. Calhoun and asked her if she would like say a few words. Ms. Calhoun stated it was an honor and a pleasure to be before the Council and that it is one of their duties to provide service to mankind. She further stated that we all see this illness in the school as many of us are educators. She thanked the Council. Mr. Mims thanked the ladies for coming and stated he appreciate them for bring this Proclamation to the Council.

The following Ordinance was Introduced at the regularly scheduled Natchitoches City Council meeting held on May 29, 2012 as follows:

ORDINANCE NUMBER 032 OF 2012

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEES, WAYNE MCCULLEN, TO EXECUTE A CASH SALE DEED FOR THE PURCHASE OF A 98 SQUARE FOOT TRACT LOCATED ACROSS THE SOUTHERN BOUNDARY OF PROPERTY OF STAMEY & MILLER PROPERTIES, LLC, BEING LOCATED IN THE BLOCK BOUNDED BY SECOND STREET, LAFAYETTE STREET, DUCOURNAU STREET AND HORN STREET, FOR THE CONSIDERATION OF TWO THOUSAND FIVE HUNDRED DOLLARS, TO PROVIDE FOR ADVERTISING, AND A SAVINGS CLAUSE.

WHEREAS, the City of Natchitoches, Louisiana, (sometimes hereinafter City) owns property in the block bounded by Second Street, Lafayette Street, Ducournau Street, and Horn Street, which said property was acquired for the relocation of Ducournau Street and is bounded on the North by property owned by Stamey & Miller Properties, LLC; and

WHEREAS FURTHER, the tract of land owned by Stamey & Miller Properties, LLC, is more fully described as follows, to-wit:

Those certain pieces, parcels or lots of ground, together with all buildings and improvements thereon located situated between Second Street and Ducournau Street in the City of Natchitoches, Louisiana, and which property being described particularly, but not exclusively as follows, to-wit:

Lot #1: A certain lot of ground together with all buildings and improvements located thereon situated in the City and Parish of Natchitoches, Louisiana and being more particularly described as follows, to-wit:

A lot of ground measuring 139.8 feet on the North, 75.1 feet on the East and West, and 137.3 feet on the South. Said lot being bounded, now or formerly, on the North by Natchitoches Motor Company, on the East by Ducournau Street, on the South by property of Grantor, and on the West by Second Street. Said lot of ground is more fully shown on a plat of survey by A. J. Brouillette, dated April 28, 1972, recorded in Map Book 1, page 539 (Map Slide 152B) of the records of Natchitoches Parish, Louisiana.

Lot #2: A certain piece, parcel or lot of ground, together with all buildings and improvements located thereon, measuring 137.3 feet on the North, 45.7 feet on the East and West and 136.3 feet on the South. Said lot being bounded on the North by Lot 1, described above, on the East by Ducournau Street, on the South by property, now or formerly, of City Bank & Trust Company, and on the West by Second Street. Said lot of ground is more fully shown on a plat of survey by A. J. Brouillette, R. S., dated April 28, 1972, designated as "J. A. Ducournau Est." lot which said plat being recorded in Map Book 1, page 539 (Map Slide 152B) of the records of Natchitoches Parish, Louisiana.

The above two (2) described lots being fully shown by reference to a plat of survey made by A. J. Brouillette, R. S., dated April 28, 1972, designated as the "J. A. Ducournau Estate" lot and the "Frederick" lot which said plat being recorded in Map Book 1, page 539 (Map Slide 152B) of the records of Natchitoches Parish, Louisiana.

WHEREAS FURTHER, as part of its road construction project, the City intended to place improvements on its tract of land including a street, sidewalks and retaining wall; however, it has come to the attention of the parties that the retaining wall is located on the above described property of Stamey & Miller Properties, LLC; and

WHEREAS FURTHER, a survey has been prepared by Robert Lynn Davis, P.L.S., dated May 29, 2012, a copy of which is attached hereto, and the survey shows and depicts the encroachment of the City improvements on the property of Stamey & Miller Properties, LLC; and

WHEREAS FURTHER, the survey shows an encroachment of 98 square feet across the southern most boundary of the property of Stamey & Miller Properties, LLC; and

WHEREAS FURTHER, the City and Stamey & Miller Properties, LLC have negotiated a purchase price of \$2,500.00 for the tract shown and depicted on the survey by Davis, which is described as follows, to-wit:

That certain tract of ground, situated in the City and Parish of Natchitoches, Louisiana, being 98 square feet, more or less, and being shown and depicted on a plat of survey by Robert Lynn Davis, PLS, dated May 29, 2012, and described thereon as follows:

From the Northwest corner of the intersection of Horn Street and Ducournau Street, thence North 9 degrees 26 minutes 35 seconds West along the western right of way of Ducournau Street a distance of 145.2 feet to the point of beginning of the tract herein described, and from the point of beginning thence North 81 degrees 46 minutes 42 seconds West a distance of 136.3 feet; thence North 8 degrees 24 minutes 25 seconds East a distance of 3.098 feet; thence South 26 degrees 39 minutes 57 seconds East a distance of 2.994 feet; thence South 81 degrees 49 minutes 56 seconds East a distance of 134.595 feet; thence South 9 degrees 28 minutes 50 seconds West a distance of 0.769 feet to the point of beginning.

; and

WHEREAS FURTHER, the acquisition of this tract will alleviate the need to remove and relocate the concrete retaining wall; and

WHEREAS FURTHER, the Mayor and City Council have studied the matter and have concluded that it is in the best interest of the **CITY**, its citizens, and the general public to acquire the property; and

WHEREAS FURTHER, the City Council of the City of Natchitoches desires to purchase the 98 square foot tract of land from Stamey & Miller Properties, LLC for the sum of \$2,500.00; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that it is in the interest of the City to purchase of the tract of land and desires to authorize Mayor Wayne McCullen, or his successor, to execute a deed and all associated documents; and

WHEREAS FURTHER, the authority granted herein is conditioned upon the City of Natchitoches receiving an appraisal from a certified appraiser, reflecting a value of at least Two Thousand Five hundred and no/100 (\$2,500.00) dollars, and

WHEREAS FURTHER, the Mayor and City Council have studied the matter and have concluded that the acquisition of the tract of land described above would be in the best interest of the **CITY**, its citizens, and the general public; and

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

I. That the Honorable Mayor, Wayne McCullen, or his successor, be and he is hereby authorized and empowered to execute a Cash Sale Deed 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 in order to acquire the property described as follows, to-wit:

That certain tract of ground, situated in the City and Parish of Natchitoches, Louisiana, being 98 square feet, more or less, and being shown and depicted on a plat of survey by Robert Lynn Davis, PLS, dated May 29, 2012, and described thereon as follows:

From the Northwest corner of the intersection of Horn Street and Ducournau Street, thence North 9 degrees 26 minutes 35 seconds West along the western right of way of Ducournau Street a distance of 145.2 feet to the point of beginning of the tract herein described, and from the point of beginning thence North 81 degrees 46 minutes 42 seconds West a distance of 136.3 feet; thence North 8 degrees 24 minutes 25 seconds East a distance of 3.098 feet; thence South 26 degrees 39 minutes 57 seconds East a distance of 2.994 feet; thence South 81 degrees 49 minutes 56 seconds East a distance of 134.595 feet; thence South 9 degrees 28 minutes 50 seconds West a distance of 0.769 feet to the point of beginning.

II. That the City Council hereby requires that an appraisal be undertaken and that the authority granted herein is conditioned upon the tract of land described above having a total appraised value of \$2,500.00, or more, and that upon receipt of a satisfactory appraisal, that the City will pay \$2,500.00.

III. That the Mayor be and he is hereby authorized to have all of the necessary legal documents and instruments prepared at once and that this transaction be closed as soon as this Ordinance is final.

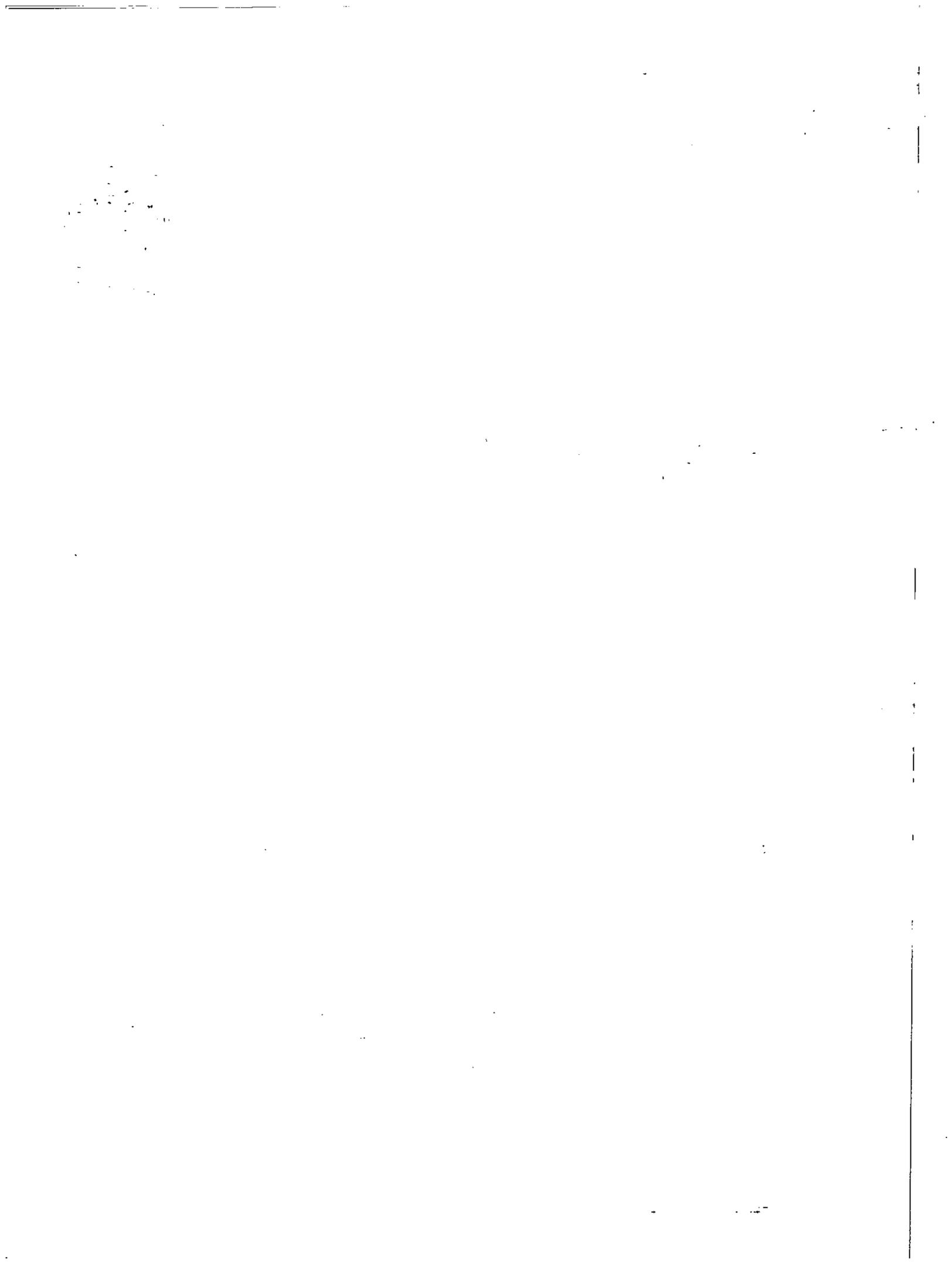
IV. That if any part of this Ordinance is for any reason held to be unconstitutional or invalid, by a Court of competent Jurisdiction, such decision shall not effect the validity of the remaining portions of this Ordinance, and the invalidity shall be limited to that specific portion so declared to be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

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

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

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

VIII. That this Ordinance be declared **INTRODUCED** at a Regular Meeting of the City Council on this the 29th day of May, 2012, and that a public hearing be called for at the next regular meeting of the City Council which will be held on the 11th day of June, 2012.



Mr. Mims next stated that Ordinance No 32 for introduction was brought to the Council late, and therefore it is not on the agenda. He asked if any of the Council members would like to entertain this Ordinance. Ms. Morrow moved that Ordinance No. 32 be added to the agenda. Seconded by Mr. Nielson. The roll call vote was as follows:

AYES: Morrow, Nielson, Payne, McCain

NAYES: None

ABSENT: None

Mr. McCain stated that it was his understanding that the City has already acquired the property necessary for the ingress and egress for the businesses on Ducournau Street. He asked Mr. LaCaze to explain. Mr. Randy LaCaze stated that the City has acquired property from City Bank & Trust Company for the primary right of way. Due to construction and utilities, we find it is necessary to purchase this narrow strip from Stamey & Miller. Mr. LaCaze further stated that this entire portion will be dedicated for public use. Mr. LaCaze stated that the portion to be purchased is an 8 inch wide strip. Ms. Morrow stated that Mr. LaCaze had previously stated that no additional purchase would be necessary. Mr. LaCaze stated that following this acquisition the only remaining work to be done is the landscaping and fencing. Mr. Mims stated that this Ordinance stands introduced and will be back on the agenda in two weeks.



City of Natchitoches
Oldest Settlement in the Louisiana Purchase

OFFICE OF THE MAYOR
Wayne McCullen

The following Ordinance was Introduced by Councilman McCain and Seconded by Councilwoman Morrow as follows, to-wit:

ORDINANCE NO. 024 OF 2012

BE IT ORDAINED, by the City of Natchitoches of the Parish of Natchitoches, Louisiana, in a public meeting held on May 29, 2012, which meeting was conducted in accordance with the Open Meetings Law and the additional requirements of Article VII, Section 23(C) of the Louisiana Constitution and R.S. 47:1705(B), that the following **adjusted** millage rates be and they are hereby levied upon the dollar of the assessed valuation of all property subject to ad valorem taxation within said Parish for the year 2012, for the purpose of raising revenue:

MILLAGE

<u>PUBLIC SAFETY FAC/SER FIRE & POLICE</u>	<u>9.360</u> mills
<u>GENERAL ALIMONY</u>	<u>6.580</u> mills

BE IT FURTHER ORDAINED that the Assessor of the Parish of Natchitoches, shall extend upon the assessment roll for the year 2012 the taxes herein levied, and the tax collector of said Parish shall collect and remit the same to said taxing authority in accordance with law.

This Ordinance was published in the *Natchitoches Times* on May 18, 2012 in accordance with law.

The foregoing Ordinance was read in full, the roll was called on the adoption thereof, and the Ordinance was adopted by the following votes:

YEAS:	McCain, Morrow, Payne, Nielsen
NAYS:	None
ABSTAINED:	Mims
ABSENT:	None

CERTIFICATE

I hereby certify that the foregoing is a true and exact copy of the Ordinance adopted at the meeting held on May 29, 2012, at which meeting a quorum was present and voting.

Natchitoches, Louisiana, this 29th day of May, 2012.


Don Mims, Mayor Pro Tempore

AFFIDAVIT

**STATE OF LOUISIANA
PARISH OF NATCHITOCHES**

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified within and for the aforesaid parish and state, personally came and appeared:

DON MIMS, MAYOR PRO TEMPORE

who, after first being duly sworn, did depose and say that:

He is the duly authorized Mayor Pro Tempore of the City of Natchitoches.

A public meeting was held in accordance with the **Open Meetings Law** at R.S. 42:11, et seq., including allowing a public comment period before taking a vote, R.S. 42:14(D), to adopt the millage rates for the 2012 tax year. That public written notice of the **agenda**, date, time, and place of the meeting **was posted** on the building where the meetings of this taxing authority are usually held no less than 24 hours before the meeting and **was published** in the official journal no less than 24 hours before the meeting.

A quorum or simple majority of the total membership of the taxing authority was physically present and voting at the public meeting, which was held on the 29th day of May, 2012, at 7:00 p.m. at 716 Second Street, Natchitoches, Louisiana 71457. The meeting was conducted in accord with the prior noticed agenda. Matters not included on the agenda were not discussed without the unanimous approval of the members present after complying with all provisions of R.S. 42:19(A)(1)(b)(ii).

Roll Forward Occurred: Yes () No ()

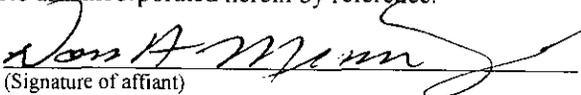
If Roll Forward Occurred:

The additional publishing requirements of Article 7, Section 23(C) of the Louisiana Constitution and R.S. 47:1705(B) regarding increases in the millage rates have been complied with. These requirements include, but are not limited to the following:

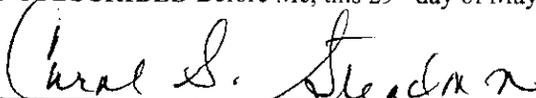
1. Public notice of the date, time, place, and subject matter of the public hearing was published on two separate days no less than thirty days before the public hearing in the official journal of the taxing authority;
2. And, if applicable, in another newspaper with a larger circulation within the taxing authority than the official journal;
3. The publications contained an estimate of the amount of tax revenues to be collected in the next tax year from the increased millage as compared to the amount of tax revenue for the current year;
4. The publications also contained the amount of increase in taxes attributable to the millage increase;
5. On the first day of publication, the notice was posted on the Internet website, if the taxing authority maintains an Internet website;
6. The posting remained active on the Internet until the taxing authority took action to approve or disapprove or abandon action on the proposed millage increase;
7. For purposes of the internet publication only, the notice contained a recitation of the current budget of the taxing authority.

8. Publications were published by **July 15**;
9. Publications were published in a **prominent place** in the newspaper in a section **other than** the classified advertisements or the public notice section.
10. The assessor was provided notice of the date, time and place of the pending hearing;
11. A press release was issued to newspapers with substantial distribution within the jurisdiction of the taxing district; and
12. To area broadcast media;
13. If the advertised public hearing was cancelled or postponed or was considered at the public hearing without action or vote, then, all of the notice requirements of R. S. 47:1705(B) for future public hearings to consider such proposal to increase millage rates was advertised and publicized, except the newspaper advertisement by July 15;
14. Two separate ordinances or resolutions were adopted; and
15. Two-thirds of the total membership of the taxing authority voted in favor of the second ordinance or resolution to increase the millage.

Copies of all required notices and agenda are attached hereto and incorporated herein by reference.


(Signature of affiant)
Don Mims, Mayor Pro Tempore
(Printed name)

SWORN TO AND SUBSCRIBED Before Me, this 29th day of May, 2012, at Natchitoches, Louisiana.



Notary Public

Printed or Typed Name (as commissioned): Carol S. Steadman
Notary ID or Bar Roll No.: Notary Public ID # 15781, Commission Expires at Death

Mr. McCain explained that on Ordinance No. 24 a vote for would be to roll back and a vote against or no vote would be to roll forward. Mr. McCain also stated he has always voted against rolling forward and against rolling back. However, this year he is looking at the loss of \$60,000 for the department which would be critical. Mr. McCain moved that the Ordinance be approved.

Mr. Pat Jones explained that Ordinance 24 was simply to reassess the amounts and Ordinance No 25 was to roll forward the tax amount. Mr. Ronald Corkern explained that if your desire was to roll the tax forward, then both Ordinance No. 24 and 25 would require a "yes" vote. Ms. Morrow asked Mr. Jones how much the revenue would increase. Mr. Jones stated that the increase would be \$104, 200.00. Seconded by Ms. Morrow.



City of Natchitoches
Oldest Settlement in the Louisiana Purchase

OFFICE OF THE MAYOR
Wayne McCullen

The following Ordinance was Introduced by Councilman McCain and Seconded by Councilwoman Morrow as follows, to-wit:

ORDINANCE NO. 025 OF 2012

BE IT ORDAINED, by the City of Natchitoches of the Parish of Natchitoches, Louisiana, in a public meeting held on May 29, 2012, which meeting was conducted in accordance with the Open Meetings Law and the additional requirements of Article VII, Section 23(C) of the Louisiana Constitution and R.S. 47:1705(B), that the taxing district voted to increase the millage rate(s), but not in excess of the prior year's maximum rate(s), on all taxable property shown on the official assessment roll for the year 2012, and when collected, the revenues from said taxes shall be used only for the specific purposes for which said taxes have been levied. Said millage rate(s) are:

	<u>Adjusted Rate</u>	<u>2012 Levy</u>
<u>PUBLIC SAFETY FAC/SER FIRE & POLICE</u>	<u>9.360</u> mills	<u>10.000</u> mills
<u>GENERAL ALIMONY</u>	<u>6.580</u> mills	<u>7.030</u> mills
<u>N/A</u>		_____ mills
(Tax for bonds, if applicable)		

BE IT FURTHER ORDAINED that the Assessor of the Parish of Natchitoches, shall extend upon the assessment roll for the year 2012 the taxes herein levied, and the tax collector of said Parish shall collect and remit the same to said taxing authority in accordance with law.

This Ordinance was published in the *Natchitoches Times* on May 18, 2012 in accordance with law.

The foregoing Ordinance was read in full, the roll was called on the adoption thereof, and the Ordinance was adopted by no less than two-thirds of the total membership of the taxing authority voting in favor as required by Article VII, Section 23(C) of the Louisiana Constitution and R.S. 47:1705(B). The votes were:

YEAS:	McCain, Morrow, Payne Nielsen
NAYS:	None
ABSTAINED:	Mims
ABSENT:	None

CERTIFICATE

I hereby certify that the foregoing is a true and exact copy of the resolution adopted at the meeting held on May 29, 2012, at which meeting at least two-thirds of the total membership was present and voting.

Natchitoches, Louisiana, this 29th day of May, 2012.

Don Mims, Mayor Pro Tempore
Post Office Box 37 • Natchitoches, Louisiana 71458

Office (318) 352-2772 • Fax (318) 357-3829 • E-mail: mayorwmccullen@ci.natchitoches.la.us

AFFIDAVIT

**STATE OF LOUISIANA
PARISH OF NATCHITOCHEs**

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified within and for the aforesaid parish and state, personally came and appeared:

DON MIMS, MAYOR PRO TEMPORE

who, after first being duly sworn, did depose and say that:

He is the duly authorized Mayor Pro Tempore of the City of Natchitoches.

A public meeting was held in accordance with the **Open Meetings Law** at R.S. 42:11, et seq., including allowing a public comment period before taking a vote, R.S. 42:14(D), to adopt the millage rates for the 2012 tax year. That public written notice of the **agenda**, date, time, and place of the meeting **was posted** on the building where the meetings of this taxing authority are usually held no less than 24 hours before the meeting and **was published** in the official journal no less than 24 hours before the meeting.

A quorum or simple majority of the total membership of the taxing authority was physically present and voting at the public meeting, which was held on the 29th day of May, 2012, at 7:00 p.m. at 716 Second Street, Natchitoches, Louisiana 71457. The meeting was conducted in accord with the prior noticed agenda. Matters not included on the agenda were not discussed without the unanimous approval of the members present after complying with all provisions of R.S. 42:19(A)(1)(b)(ii).

Roll Forward Occurred: Yes (x) No ()

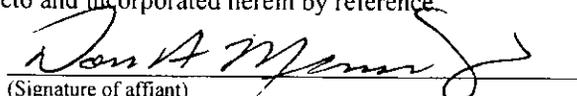
If Roll Forward Occurred:

The additional publishing requirements of Article 7, Section 23(C) of the Louisiana Constitution and R.S. 47:1705(B) regarding increases in the millage rates have been complied with. These requirements include, but are not limited to the following:

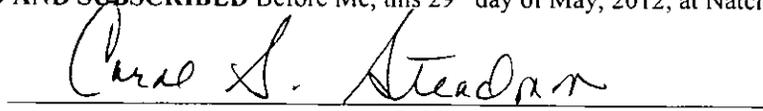
1. Public notice of the date, time, place, and subject matter of the public hearing was published on two separate days no less than thirty days before the public hearing in the official journal of the taxing authority;
2. And, if applicable, in another newspaper with a larger circulation within the taxing authority than the official journal;
3. The publications contained an estimate of the amount of tax revenues to be collected in the next tax year from the increased millage as compared to the amount of tax revenue for the current year;
4. The publications also contained the amount of increase in taxes attributable to the millage increase;
5. On the first day of publication, the notice was posted on the Internet website, if the taxing authority maintains an Internet website;
6. The posting remained active on the Internet until the taxing authority took action to approve or disapprove or abandon action on the proposed millage increase;
7. For purposes of the internet publication only, the notice contained a recitation of the current budget of the taxing authority.

8. Publications were published by **July 15**;
9. Publications were published in a **prominent place** in the newspaper in a section **other than** the classified advertisements or the public notice section.
10. The assessor was provided notice of the date, time and place of the pending hearing;
11. A press release was issued to newspapers with substantial distribution within the jurisdiction of the taxing district; and
12. To area broadcast media;
13. If the advertised public hearing was cancelled or postponed or was considered at the public hearing without action or vote, then, all of the notice requirements of R. S. 47:1705(B) for future public hearings to consider such proposal to increase millage rates was advertised and publicized, except the newspaper advertisement by July 15;
14. Two separate ordinances or resolutions were adopted; and
15. Two-thirds of the total membership of the taxing authority voted in favor of the second ordinance or resolution to increase the millage.

Copies of all required notices and agenda are attached hereto and incorporated herein by reference.


(Signature of affiant)
Don Mims, Mayor Pro Tempore
(Printed name)

SWORN TO AND SUBSCRIBED Before Me, this 29th day of May, 2012, at Natchitoches, Louisiana.


Notary Public
Printed or Typed Name (as commissioned): Carol S. Steadman
Notary ID or Bar Roll No.: Notary Public ID # 15781, Commission Expires at Death

		CITY OF NATCHITOCHES			
<u>2012 Tax Projections for proposed milage increases based on Average Property Values and Taxable Property Valuation as received from Natchitoches Parish Tax Assessor</u>					
	<u>Average Value</u>	<u>Taxable Value</u>	<u>Tax if Roll Forward to 17.030 mils</u>	<u>Tax at Adjusted Rate of 15.940</u>	<u>Increase if Roll Forward \$</u>
					<u>%</u>
<u>Residential Property:</u>	\$83,000.00	\$8,300.00	\$141.35	\$132.30	\$9.05 6.84%
<u>Commercial Property:</u>	\$306,400.00	\$30,640.00	\$521.80	\$488.40	\$33.40 6.84%
<u>Taxable Property Valuation</u>		\$95,596,720.00			
Hazard Tax Fund (Fire Dept)			\$955,967.20	\$894,785.30	\$61,181.90 6.84%
General Fund			\$672,044.94	\$629,026.42	\$43,018.52 6.84%
Total			\$1,628,012.14	\$1,523,811.72	\$104,200.42 6.84%
<u>NOTE:</u>					
If the City does not roll forward, \$104,200 must be cut from the 2012/13 Budget - \$61,102 from the Hazard Tax Fund which supports the Fire Department salaries and equipment needs and \$43,018 from the General Fund.					

Mr. Nielson stated that he has agonized over approving this; however, looking at the instability of sales tax, and the new administration and the possibility of losing our fire rating for insurance it would be worse.

The following Ordinance was Introduced by Councilman Nielsen and Seconded by Councilman McCain as follows, to-wit:

ORDINANCE NO. 027 OF 2012

AN ORDINANCE RECOGNIZING THE CURRENT SALARY OF THE MAYOR OF THE CITY OF NATCHITOCHEs, LOUISIANA AS FIXED IN THE 2012 - 2013 BUDGET AND CONFIRMING SAME, AND FURTHER PROVIDING THAT THE MAYOR'S SALARY SHALL INCREASE WITH THE ANNUAL COST OF INCREASE PROVIDED TO OTHER CITY EMPLOYEES, WHICH IS CURRENTLY FIXED AT 2%, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.

WHEREAS, the salary of the Mayor of the City of Natchitoches was fixed in the 2012 - 2013 budget at the sum of Eighty-Three Thousand Two Hundred Fifty-One and 58/100 (\$83,251.58) Dollars; and

WHEREAS FURTHER, the City Council of the City of Natchitoches desires to confirm the budget as set forth and established in the 2012-2013 budget for the City of Natchitoches; and

WHEREAS FURTHER, the salary of the Mayor of the City of Natchitoches has historically increased in accordance with the annual cost of living increase provided to City employees by the City of Natchitoches; and

WHEREAS FURTHER, the City Council of the City of Natchitoches desires to continue this practice and increase the salary of the Mayor at the same percentage as the salaries of other City employees are increased; and

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, Louisiana, that the salary of the Mayor of the City of Natchitoches, as fixed in the budget for 2012-2013, is hereby confirmed at the sum of Eighty-Three Thousand Two Hundred Fifty-One and 58/100 (\$83,251.58) Dollars, for the current budget year.

BE IT FURTHER ORDAINED that it is the intention and desire of the City Council of the City of Natchitoches that the salary of the Mayor of the City of Natchitoches increase annually in accordance with the rate as established for cost of living as granted to other employees of the City of Natchitoches.

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 affect 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.

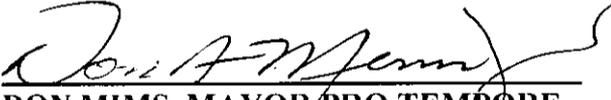
BE IT FURTHER ORDAINED that this Ordinance be advertised in accordance with law.

This Ordinance was published in the *Natchitoches Times* on May 18, 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: Nielsen, McCain, Morrow, Payne
NAYS: None
ABSENT: None
ABSTAIN: Mims

THEREUPON, the Mayor Pro Tempore declared the Ordinance **PASSED** this 29th day of May, 2012 by a vote of 4 ayes to 0 nays.


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor Pro Tempore on the 30th day of May, 2012 at 10:00 A.M.

Mr. Payne asked for confirmation of the 2% increase for all City employees. Mr. Jones stated that this is true. Ms. Morrow stated that some employees have not received increases and we need to get with these Department Heads to make sure the raises are handled.

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

ORDINANCE NO. 028 OF 2012

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHE, LOUISIANA, TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE LOUISIANA SCHOOL OF MATH, SCIENCES & THE ARTS, WHEREBY THE CITY OF NATCHITOCHE WILL PROVIDE DEMOLITION OF CERTAIN CONCRETE SIDEWALKS AND OTHER AREAS IN EXCHANGE FOR CONCRETE BENCHES AND SIDEWALK LIGHT FIXTURES, 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 Louisiana School of Math Science and the Arts (sometimes hereinafter "Louisiana School") is an agency of the State of Louisiana created by Louisiana Revised Statute 17:1961, et seq., and is authorized to enter into Joint Service Agreements or Cooperative Efforts with other governmental agencies; and

WHEREAS FURTHER, the Louisiana School is the owner of certain property located on the southern right of way of University Parkway, which property is the site of its campus, and the Louisiana School is preparing to begin certain renovations and improvements to its campus; and

WHEREAS FURTHER, the renovations and improvements planned by the Louisiana School include the removal of a number of cement benches and the removal of a number of light poles and lights, which benches, light poles and lights can be used by the City; and

WHEREAS FURTHER, the renovations and improvements planned by the Louisiana School also requires that cement sidewalks and aprons be removed; and

WHEREAS FURTHER, the City has the equipment and personnel required to demolish and remove the cement sidewalks and aprons; and

WHEREAS FURTHER, the City and the Louisiana School have agreed to enter into a Cooperative Endeavor Agreement (sometimes hereinafter "CEA") under which the City will demolish and remove the cement sidewalks and aprons and the Louisiana School will convey the cement benches, light poles and lights to the City; and

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

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, Louisiana, that the Mayor of the City of Natchitoches, Wayne McCullen is hereby authorized to execute the attached Cooperative Endeavor Agreement with the Louisiana School of Math Science and the Arts.

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.

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 affect 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 14th day of May, 2012 and published in the *Natchitoches Times* on May 18, 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:	Payne, Nielsen, McCain, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	Mims

THEREUPON, the Mayor Pro Tempore declared the Ordinance **PASSED** this 29th day of May, 2012 by a vote of 4 ayes to 0 nays.


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor Pro Tempore on the 30th day of May, 2012 at 10:00 A.M.

**STATE OF LOUISIANA
PARISH OF NATCHITOCHE**

EXTENSION OF COOPERATIVE ENDEAVOR AGREEMENT

BE IT KNOWN, that on the dates and at the places hereinafter indicated, before the undersigned Notaries Public and subscribing witnesses, came and appeared:

CITY OF NATCHITOCHE, a municipal corporation, domiciled in the City and Parish of Natchitoches, Louisiana, with mailing address of P. O. Box 37, Natchitoches, Louisiana, represented herein by its duly authorized undersigned Mayor, Wayne McCullen, acting pursuant to Ordinance No. 028 of 2012 of the City Council dated May 29, 2012, a copy of which is attached hereto and made a part hereof, (hereinafter called "**City**")

AND

LOUISIANA SCHOOL OF MATH SCIENCE AND THE ARTS, a political subdivision of the State of Louisiana created by Louisiana Revised Statute 17:1961, et seq., with mailing address of 715 University Parkway, Natchitoches, Louisiana 71457, and represented herein by Patrick Legendre, (sometimes hereinafter "Louisiana School")

ALL OF WHOM DECLARED AS FOLLOWS:

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 Louisiana School of Math Science and the Arts (sometimes hereinafter "Louisiana School") is an agency of the State of Louisiana created by Louisiana Revised Statute 17:1961, et seq., and is authorized to enter into Joint Service Agreements or Cooperative Efforts with other governmental agencies; and

WHEREAS FURTHER, the Louisiana School is the owner of certain property located on the southern right of way of University Parkway, which property is the site of its campus, and the Louisiana School is preparing to begin certain renovations and improvements to its campus; and

WHEREAS FURTHER, the renovations and improvements planned by the Louisiana School include the removal of a number of cement benches and the removal of a number of light poles and lights, which benches, light poles and lights can be used by the City; and

WHEREAS FURTHER, the renovations and improvements planned by the Louisiana School also requires that cement sidewalks and aprons be removed; and

WHEREAS FURTHER, the City has the equipment and personnel required to demolish and remove the cement sidewalks and aprons; and

WHEREAS FURTHER, the City and the Louisiana School have agreed to enter into a Cooperative Endeavor Agreement (sometimes hereinafter "CEA") under which the City will demolish and remove the cement sidewalks and aprons and the Louisiana School will convey the cement benches, light poles and lights to the City; and

WHEREAS FURTHER, the City recognizes that the location of the Louisiana School in the City of Natchitoches has an economic and educational impact on the City and its citizens; and

WHEREAS FURTHER, the City Council of the City of Natchitoches acknowledges that the continued existence and growth of the Louisiana School is beneficial to the City of Natchitoches; and

NOW THEREFORE, the City of Natchitoches, Louisiana, a municipal corporation, represented herein by Honorable Wayne McCullen, Mayor, duly authorized to act herein pursuant to Ordinance Number 028 of 2012, and the Louisiana School of Math Sciences and the Arts, represented herein by Patrick Cordhuan, duly authorized to act herein, do hereby enter into the following agreement:

(1) The City does hereby agree to demolish certain sidewalks and concrete aprons, and remove the debris as well as certain concrete benches, light poles and lights from the campus of the Louisiana School as contemplated under this Cooperative Endeavor Agreement.

(2) The Louisiana School agrees to allow the City to salvage any and all items demolished or removed, including but not limited to concrete benches, light poles and lights.

THUS DONE AND PASSED before the parties before the undersigned Notary Public and subscribing witnesses, at Natchitoches, Louisiana, on this the 5th day of June, 2012.

ATTEST:

CITY OF NATCHITOCHEs, LOUISIANA

Stacy M. McCreary

By: Wayne McCullen
Mayor Wayne McCullen

LOUISIANA SCHOOL OF MATH SCIENCE AND THE ARTS

Wendy M. Gish

By: Patrick Cordhuan

Edd R. Lee Edd R. Lee
NOTARY PUBLIC ID 15749

The following Ordinance was Introduced by Ms. Morrow on May 14, 2012 at a regularly scheduled City Council meeting:

ORDINANCE NO. 029 OF 2012

AN ORDINANCE AUTHORIZING A FRANCHISE IN FAVOR OF RANDY ZIEGLER TO OPERATE A TOUR BOAT BUSINESS WITHIN THE CITY LIMITS OF THE CITY OF NATCHITOCHEs, CONFIRMING THE TERM OF THE FRANCHISE, CONDITIONS, AND CONSIDERATIONS FOR SAID FRANCHISE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAID FRANCHISE AGREEMENT ON BEHALF OF THE CITY 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 "CITY") has negotiated a franchise agreement with Randy Ziegler (sometimes hereinafter "_____"), for the purpose of allowing Randy Ziegler to operate boats on Cane River Lake to provide river cruises for tourists to the City of Natchitoches; and

WHEREAS, the original franchise is for a period of one year, with an option for five additional one year terms; and

WHEREAS, both parties, that is, the CITY and Randy Ziegler, deem it to be in their mutual best interests and advantage to execute a Franchise Agreement which will clearly delineate the respective obligations, covenants, conditions, responsibilities, and considerations under the said Franchise; and

WHEREAS, this Franchise Agreement is permitted and authorized under the authority of Louisiana Revised Statutes 33:4404 and the Home Rule Charter of the City of Natchitoches, Section 2:10, and is compliance with Sections 28-50 et seq, of the Code of Ordinances; and

WHEREAS, the proposed Franchise Agreement has been reviewed by the City and has been approved; and

WHEREAS, the City Council takes cognizance of the fact that it is to the best interest of the City and promotions of tourism within the City to allow boat tours and cruises on Cane River Lake within the Historic District;

NOW THEREFORE BE IT ORDAINED that the City Council takes cognizance of the Franchise Agreement, a copy of which is attached hereto, and authorizes the Mayor, to execute the said Franchise Agreement with Randy Ziegler.

BE IT FURTHER ORDAINED that the terms and conditions of the Franchise Agreement are set forth in the attached Franchise Agreement, which terms and conditions are hereby approved by the City Council, including the consideration for the franchise and other considerations.

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

BE IT FURTHER ORDAINED that 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.

BE IT FURTHER ORDAINED that this Ordinance shall go into effect upon publication and in accordance with law.

This Ordinance was published in the *Natchitoches Times* on May 18, 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: Morrow, Nielsen, McCain, Payne
NAYS: None
ABSENT: None
ABSTAIN: Mims

THEREUPON, the Mayor Pro Tempore declared the Ordinance **PASSED** this 29th day of May, 2012 by a vote of 4 ayes to 0 nays.


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor Pro Tempore on the 30th day of May, 2012 at 10:00 A.M.

Mr. McCain stated that he had a concern in that the body of the ordinance states that the City has review the Franchise Agreement and it has been approved; however, he does not think it has been reviewed. Mr. McCain asked Mr. Corkern if he has reviewed the agreement. Mr. Corkern stated that he does not believe he has reviewed it. Mr. McCain stated that he wanted to make sure that the agreement contained liability protection and that sort of thing required by a Franchisee. Mr. Randy LaCaze stated that the City has entered into other franchise agreements and he believes Mr. Murchison based the language contained this franchise agreement on the existing agreements. Mr. LaCaze stated that if he was not comfortable voting on the agreement at this time, then we could postpone voting. Mr. McCain stated that he trusts Mr. Corkern and Mr. Murchison and would like to move forward with the vote

**CITY OF NATCHITOCHES
GENERAL FUND BUDGET REPORT
AS OF APRIL 2012**

	CURRENT MONTH			YEAR TO DATE				
	TOTAL BUDGET 11/12 FY	MONTHLY BUDGET *1	ACTUAL	(OVER) UNDER BUDGET	YTD ACTUAL	ENCUMBRANCES	UNREALIZED AVAILABLE BALANCE	PERCENT RECEIVED/ EXPENSED
REVENUE	13,594,975	1,132,915	781,418	(351,496.92)	12,148,361	4,121	1,446,614	89.36%
EXPENDITURES								
DEPARTMENT:								
CITY HALL / FINANCE	527,882	43,990	43,929	61.28	453,510	4,121	70,251	86.69%
COMMUNITY DEVELOPMENT	602,163	50,180	42,747	7,433.39	532,641	999	68,522	88.62%
PLANNING & ZONING	196,688	16,391	18,248	(1,857.07)	196,405	1,810	(1,527)	100.78%
FIRE DEPARTMENT	2,697,939	224,828	218,012	6,816.59	2,541,551	374	156,015	94.22%
POLICE DEPARTMENT	4,174,858	347,905	321,224	26,681.05	3,622,672	2,055	550,131	86.82%
ANIMAL SHELTER	152,001	12,667	13,507	(840.29)	119,586	675	31,740	79.12%
PURCHASING	315,264	26,272	27,100	(828.43)	241,027	13	74,224	76.46%
CITY GARAGE	212,437	17,703	14,897	2,805.65	187,669	1,182	23,586	88.90%
RECREATION *2	859,401	71,617	88,152	(16,535.64)	832,121	12,965	14,316	98.33%
PUBLIC WORKS	1,392,888	116,074	111,087	4,986.63	1,151,507	19,473	221,908	84.07%
INDIRECT EXPENSE	2,243,380	186,948	125,325	61,623.11	1,846,700	2,986	393,693	82.45%
PROGRAMMING & PROMOTIONS	220,074	18,340	21,676	(3,336.77)	167,008	50	53,016	75.91%
TOTAL GENERAL FUND	13,594,975	1,132,915	1,045,905	87,009.50	11,892,398	46,703	1,655,874	87.82%

FOOTNOTES:

*1 - 1/12th OF TOTAL BUDGET

*2 - SEASONAL ACTIVITY

% BUDGET YEAR ELAPSED 92%

% BUDGET EXPENDED 88%

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

	CURRENT MONTH				YEAR TO DATE			
	TOTAL BUDGET 11/12 FY	MONTHLY BUDGET *1	ACTUAL	(OVER) UNDER BUDGET	YTD ACTUAL	ENCUMBRANCES	UNREALIZED / AVAILABLE BALANCE	PERCENT RECEIVED/ EXPENSED
REVENUE	41,806,189	3,483,849	2,602,521	(881,328)	34,378,918		7,427,271	82.23%
EXPENDITURES								
DEPARTMENT:								
UTILITY ADMINISTRATION	348,408	29,034	23,525	5,509	235,924	4,545	107,939	69.02%
WATER	2,049,241	170,770	150,776	19,994	1,871,641	40,691	136,909	93.32%
SEWER	1,517,726	126,477	132,045	(5,568)	1,161,110	40,572	316,044	79.18%
ELECTRIC	27,951,938	2,329,328	1,626,005	703,324	19,510,434	70,384	8,371,121	70.05%
UTILITY BILLING	607,735	50,645	45,022	5,623	494,433	2,161	111,141	81.71%
INFORMATION TECH	331,910	27,659	28,168	(508)	250,994	8,593	72,323	78.21%
INDIRECT	8,999,231	749,936	691,188	58,748	7,277,792	54,527	1,666,912	81.48%
TOTAL UTILITY FUND	41,806,189	3,483,849	2,696,727	787,122	30,802,328	221,473	10,782,388	74.21%

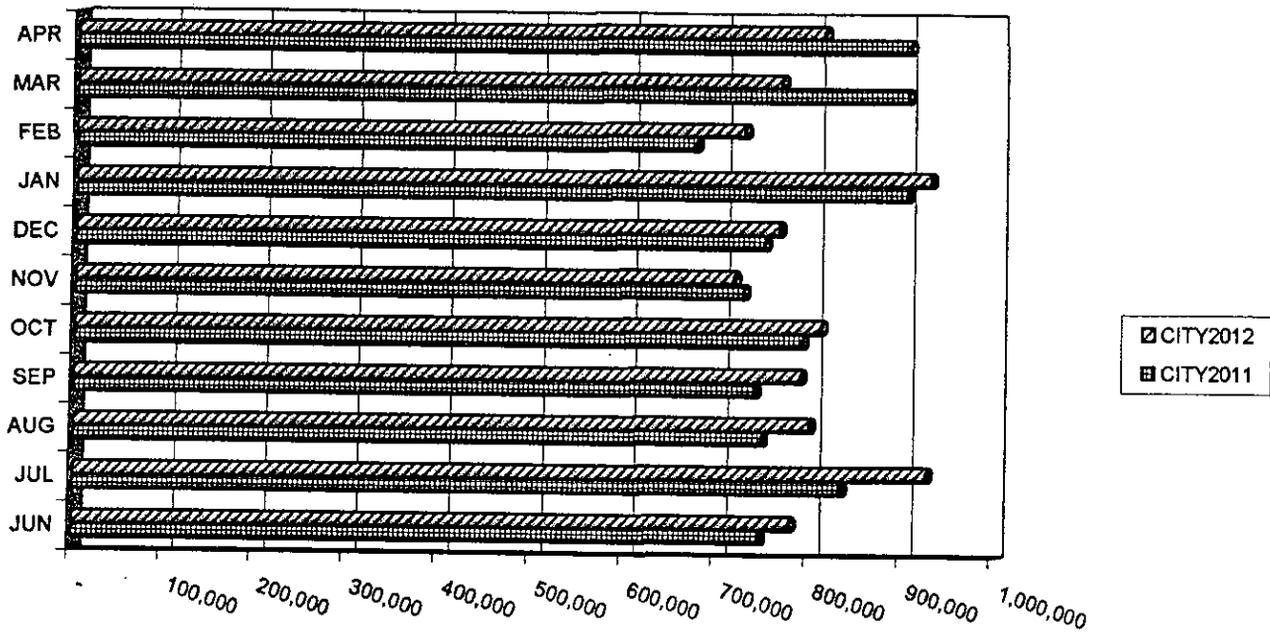
FOOTNOTES:

*1 - 1/12th of TOTAL BUDGET

% BUDGET YEAR ELAPSED 92%

% BUDGET EXPENDED 74%

CITY OF NATCHITOCHEs FISCAL YEAR SALES TAX COLLECTIONS

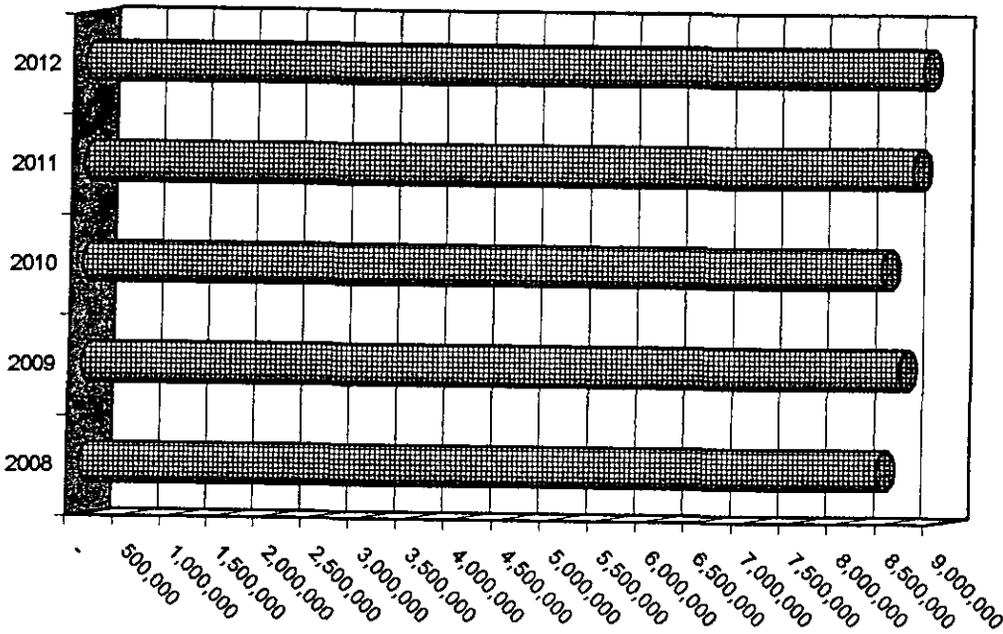


REVENUE BY MONTHS

PERIOD	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	DIFF 11/12	DIFF %
JUN	693,346	821,444	754,700	745,293	778,326	33,033	4.43%
JUL	839,047	841,099	805,871	833,927	925,940	92,013	11.03%
AUG	690,531	758,211	723,797	747,034	799,473	52,439	7.02%
SEP	739,716	791,864	741,017	739,153	788,812	49,659	6.72%
OCT	769,740	818,505	733,485	790,155	811,193	21,038	2.66%
NOV	772,952	736,909	692,841	727,106	717,075	(10,031)	-1.38%
DEC	749,136	743,169	750,875	749,143	765,125	15,982	2.13%
JAN	923,407	916,623	918,121	904,603	929,669	25,066	2.77%
FEB	652,035	676,895	706,237	674,576	727,109	52,533	7.79%
MAR	714,351	694,582	721,108	903,717	766,588	(137,129)	-15.17%
APR	816,582	784,689	845,634	906,779	814,071	(92,708)	-10.22%

CITY OF NATCHITOCHEs

FISCAL YEAR SALES TAX COLLECTIONS



REVENUE YEAR TO DATE

PERIOD	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	DIFF 11/12	DIFF %
JUN	693,346	821,444	754,700	745,293	778,326	33,033	4.43%
JUL	1,532,393	1,662,543	1,560,571	1,579,220	1,704,266	125,046	7.92%
AUG	2,222,924	2,420,754	2,284,368	2,326,254	2,503,739	177,485	7.63%
SEP	2,962,640	3,212,618	3,025,385	3,065,407	3,292,551	227,144	7.41%
OCT	3,732,380	4,031,123	3,758,870	3,855,562	4,103,744	248,182	6.44%
NOV	4,505,332	4,768,032	4,451,711	4,582,668	4,820,819	238,151	5.20%
DEC	5,254,468	5,511,201	5,202,586	5,331,811	5,585,944	254,133	4.77%
JAN	6,177,875	6,427,824	6,120,707	6,236,414	6,515,613	279,199	4.48%
FEB	6,829,910	7,104,719	6,826,944	6,910,990	7,242,722	331,732	4.80%
MAR	7,544,261	7,799,301	7,548,052	7,814,707	8,009,310	194,603	2.49%
APR	8,360,843	8,583,990	8,393,686	8,721,486	8,823,381	101,895	1.17%

Mr. Jones next presented the Financial Report. Mr. Jones asked the Council to review the budget report contained in their package. Mr. Jones stated that the City's General Fund is right on target. The Utility Funds are 89.36 percent and went on to say that he expects the utility funds to break even or possibly have a small profit. Mr. Jones next asked the Council to review the Fiscal Year Sales Tax Collections from the Tax Commission. He explained that the months of March and April have taken a dip, which is the same corresponding months from last year. Next he presented the Revenue Year-To-Date. Reviewing the month of April, Mr. Jones stated that the City is still \$101,895.00 above last year's sales tax revenue. Mr. Jones explained that the budget went as high as 7.92% and was on track to receive \$331,000.00 above last year, but these reductions have hit the City so we are only \$101,895 above last year. Mr. Jones stated that he is hoping this is just two bad months and not a trend.

Mr. McCain asked Mr. Jones to go back to the General Fund Budget Report and explain why Planning & Zoning's expense was over by \$100.78%. Mr. Jones explained that this was caused by the authorization of the GIS software earlier in the fiscal year and the budget was not revised to show this.

RESOLUTION NUMBER: 043

DATE: May 29, 2012

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

RESOLUTION

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

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

WHEREAS, the City of Natchitoches has requested funding assistance from the LA DOTD to/for Rehabilitate Beacon Tower; and

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

WHEREAS, the LA DOTD will provide the necessary funding for the Rehabilitation Beacon Tower & install survey marker and reimburse the sponsor up to \$11,500.00 of project cost.

NOW THEREFORE, BE IT RESOLVED by the City of Natchitoches that it does hereby authorize the Mayor to execute an Agreement for the project identified as SPN: H.009923, more fully identified in the Agreement attached hereto.

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

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

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

THEREUPON, Mayor Pro Tempore Don Mims declared the Resolution passed by a vote of 4 Ayes to 0 Nays this the 29th day of May, 2012.


DON MIMS, MAYOR PRO TEMPORE

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

AGREEMENT

STATE PROJECT NO. H.009923
REHABILITATE BEACON TOWER
NATCHITOCHEs REGIONAL AIRPORT
NATCHITOCHEs PARISH

THIS AGREEMENT, made and executed in three (3) original copies on this the 22nd day of June, 2012, by and between the Louisiana Department of Transportation and Development, hereinafter referred to as "DOTD", and the City of Natchitoches, a political subdivision of the State of Louisiana, responsible for all matters pertaining to Natchitoches Regional Airport, hereinafter referred to as "Sponsor";

WITNESSETH: That;

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

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

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

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

ARTICLE I - PROJECT DESCRIPTION

1.1 The improvement that is to be undertaken under this project will consist generally of the rehabilitation of the beacon tower and install a survey marker.

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

ARTICLE II - PROJECT RESPONSIBILITY

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

ARTICLE III – CERTIFICATION AND COMPLIANCE

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

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

ARTICLE IV – FUNDING

4.1 Except for services hereinafter specifically listed to be furnished at the expense of the DOTD or the Sponsor, the cost of this project will be reimbursed to the Sponsor with DOTD contributing an amount not to exceed \$11,500.00. With a written request from the Sponsor, DOTD may authorize, via letter, the approval of reimbursements over the amount here specified. **All such overages may not be approved until after the project is complete and at the end of the State's fiscal year, to determine if funds are available after all higher priorities have been considered.** The Sponsor, at its own expense, may incorporate items of work not eligible for DOTD participation into the construction contract if it so desires.

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

ARTICLE V – TAXES

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

ARTICLE VI - COST REIMBURSEMENTS

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

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

6.3 The Sponsor acknowledges that DOTD will not participate in the cost of those items not done in accordance within the scope as described within this agreement. In this event, the Sponsor will be obligated to assume full financial responsibility.

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

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

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

ARTICLE VII – COST RECORDS

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

ARTICLE VIII – ENGINEERING

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

ARTICLE IX – CIVIL RIGHTS

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

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

ARTICLE X – DBE REQUIREMENTS

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

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

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

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

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

ARTICLE XI – ACCEPTANCE & FINAL REIMBURSEMENT

11.1 With in three (3) months of completion of the project, the sponsor shall submit the following:

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

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

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

1. A copy of the completed (Airport Master Plan, Airport Action Plan, Exhibit "A" Property Map, Update to Airport Certification Manual, etc.);
2. An updated Airport Layout Plan (ALP), if applicable; and

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

11.4 Title to the project right-of-way shall be vested in the Sponsor and shall be subject to DOTD and FAA requirements and regulations concerning operations, maintenance, abandonment, disposal, and encroachments.

ARTICLE XII – HOLD HARMLESS AND INDEMNITY

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

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

ARTICLE XIII – CANCELLATION

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

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

ARTICLE XIV – AMENDMENT

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

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

WITNESSES:

CITY OF NATCHITOCHEs

Stacy M. McInerney
(Witness for First Party)

BY: Don Mims
(Signature)

Jill Raynor
(Witness for First Party)

Don Mims
Typed or Printed Name

Mayor Pro Tempore
Title

726000931
Sponsor's Federal Identification Number

WITNESSES:

Michelle Darnell
(Witness for Second Party)

Karen Laylen
(Witness for Second Party)

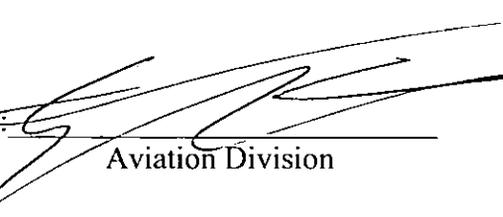
**STATE OF LOUISIANA
THROUGH THE DEPARTMENT OF
TRANSPORTATION AND
DEVELOPMENT**

By: 
Assistant Secretary

RECOMMENDED FOR APPROVAL

BY: 
Division Head

APPROVED AS TO FORM

BY: 
Aviation Division

BY: Jonja Summerell
Aviation Division

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

RESOLUTION NO. 046 OF 2012

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
CHANGE ORDER NO 2 AND SUBSTANTIAL COMPLETION
TO THE CONTRACT BETWEEN THE CITY OF NATCHITOCHEs
AND F. J. BURNELL, INC. FOR THE
DUCOURNAU STREET PAVING AND DRAINAGE PROJECT**

(BID NO. 0522)

WHEREAS, the City of Natchitoches has contracted with F. J. Burnell, Inc. for construction of Ducournau Street Paving and Drainage Project; and

WHEREAS, this work has been completed; and

WHEREAS, Change Order No. 2 for F. J. Burnell has been prepared, reflecting adjustments to original bid quantities to actual as-built quantities; and

WHEREAS, a substantial completion inspection has been performed on May 22, 2012 by the Engineer, Contractor and the Director of Community Affairs and Economic Development, and they find the project to be complete.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Wayne McCullen, Mayor, be and is hereby authorized, empowered and directed to execute the referenced Change Order No. 2 and Substantial Completion to the agreement between the City of Natchitoches and the contractor, F. J. Burnell for the Ducournau Street Paving and Drainage Project (Bid No. 0522).

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

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

THEREUPON, Mayor Pro Tempore Don Mims declared the Resolution passed by a vote of 4 Ayes to 0 Nays this the 29th day of May, 2012.


DON MIMS, MAYOR PRO TEMPORE

Change Order

No. 2

Date of Issuance: May 29, 2012 Effective Date: May 29, 2012

Project: <u>Ducourneau St. Paving & Drainage</u>	Owner: <u>City of Natchitoches</u>	Owner's Contract No.: <u>Bid No. 0522</u>
Contract:		Date of Contract: <u>10.12.11</u>
Contractor: <u>F. J. Burnell, Inc.</u>		Engineer's Project No.: <u>11023</u>

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

Description: Add Pay Item No. 35 -- Trench Drain

Add Pay Item No. 36 -- Filter cloth under base, adjusting pay items to reflect as-built quantities

Attachments: (List documents supporting change):

Filter cloth improved base

Trench drain intercepts storm water flowing on adjacent property

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 332,202.90

[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1:

\$ 6,274.40

Contract Price prior to this Change Order:

\$ 338,477.30

[Increase] [Decrease] of this Change Order:

\$ 661.66

Contract Price incorporating this Change Order:

\$ 339,138.96

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days Calendar days

Substantial completion (days or date): Feb. 25, 2012

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1:

Substantial completion (days): 55

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): April 20, 2012

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 32 days

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): May 22, 2012

Ready for final payment (days or date): _____

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

N/A

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

**CHANGE ORDER NO. 2
DUCOURNAU STREET**

No.	Description	Change Quantity	Unit	Unit Cost	Cost
3	Removal of Concrete Catch Basin	(1)	EA	\$ 500.00	\$ (500.00)
9	Temporary Silt Fencing	(447)	LF	\$ 2.00	\$ (894.00)
10	Aggregate Base Course (8 inches Thick)	317.6	SY	\$ 20.00	\$ 6,352.00
11	Scarifying and Compacting Roadbed (12" Thick)	317.6	SY	\$ 1.00	\$ 317.60
15	Portland Cement Concrete Pavement (8" Thick)	356.2	SY	\$ 55.00	\$ 19,590.45
20	Yard Drain Pipe (18" RCP)	1	LF	\$ 40.00	\$ 22.00
21	Manholes (R-CB-11)	(1)	EA	\$ 5,000.00	\$ (5,000.00)
22	Catch Basins (CB-01)	1	EA	\$ 4,500.00	\$ 4,500.00
25	Concrete Curb (Barrier)	203	LF	\$ 7.00	\$ 1,421.00
26	Concrete Curb (Mountable)	257	LF	\$ 7.00	\$ 1,795.50
27	Steel Sheet Pile Wall	(1,030)	SF	\$ 25.00	\$ (25,750.00)
31	Steel Railing	(130)	LF	\$ 100.00	\$ (13,000.00)
32	Bedding Material	1	CY	\$ 100.00	\$ 130.00
35	Filter Cloth under Base	1,304	SY	\$ 1.75	\$ 2,282.70
36	Trench Drain	1	LS	\$ 9,394.41	\$ 9,394.41
TOTAL CHANGE ORDER COST					\$ 661.66

The following Resolution was Introduced by Councilman Payne and Seconded by Councilwoman Morrow as follows, to-wit:

RESOLUTION NO. 047 OF 2012

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
CHANGE ORDER NO 2 TO THE CONTRACT BETWEEN
THE CITY OF NATCHITOCHEs AND REGIONAL CONSTRUCTION
FOR THE
FY 2011-2012 STREET REHABILITATION PROJECT**

(BID NO. 0513)

WHEREAS, the City of Natchitoches has contracted with Regional Construction, LLC for construction of FY 2011-2012 Street Rehabilitation Project; and

WHEREAS, this work has been completed; and

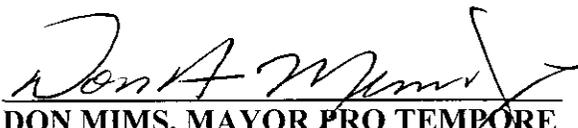
WHEREAS, Change Order No. 2 for Regional Construction, LLC has been prepared, reflecting adjustments to current contract quantities to actual as-built quantities;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Wayne McCullen, Mayor, be and is hereby authorized, empowered and directed to execute the referenced Change Order No. 2 to the agreement between the City of Natchitoches and the contractor, Regional Construction, LLC for the FY 2011-2012 Street Rehabilitation Project (Bid No. 0513).

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

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

THEREUPON, Mayor Pro Tempore Don Mims declared the Resolution passed by a vote of 4 Ayes to 0 Nays this the 29th day of May, 2012.


DON MIMS, MAYOR PRO TEMPORE

Change Order

No. 2

Date of Issuance: May 29, 2012 Effective Date: May 29, 2012

Project: <u>FY 2011 Street Rehabilitation</u>	Owner: <u>City of Natchitoches</u>	Owner's Contract No.: <u>Bid No. 0513</u>
Contract:		Date of Contract: <u>10.19.11</u>
Contractor: <u>Regional Construction</u>		Engineer's Project No.: <u>10070</u>

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

Description: Adjusting pay items to match as-built quantities

Attachments: (List documents supporting change):

Quantity adjustment for Change Order No. 2

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$ 714,946.38</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>2.23.12</u> Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : <u>\$ 57,025.28</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : Substantial completion (days): <u>15</u> Ready for final payment (days): _____
Contract Price prior to this Change Order: <u>\$ 771,971.65</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>3.09.12</u> Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: <u>\$ 19,775.07</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>0 days</u> Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: <u>\$ 791,746.72</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>3.09.12</u> Ready for final payment (days or date): _____

RECOMMENDED: <u>CGS Engineering</u>	ACCEPTED: <u>City of Natchitoches</u>	ACCEPTED: <u>Regional Construction</u>
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____	<u>N/A</u>	Date: _____

**FY2011 STREET PROJECT
QUANTITY ADJUSTMENTS FOR CHANGE ORDER NO. 2**

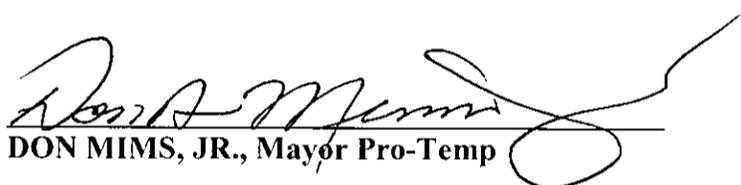
ITEM No.	Description	Unit	Unit Cost	Quantity	Cost
1	Excavation and Embankment	LS	\$ 5,000.00	-	\$ -
2	Asphaltic Concrete Overlay (2" Thick)	SY	\$ 11.25	950.9	\$ 10,697.63
2a	Asphaltic Concrete Overlay (Two 1.5" Thick Layers)	SY	\$ 8.44	1,404.2	\$ 11,851.45
3	Asphalt Overlay Fabric	SY	\$ 1.50	509.0	\$ 763.50
4	Cold Planing Asphaltic Pavement	SY	\$ 5.00	1,041.5	\$ 5,207.50
5	Contractor Retained Reclaimed Asphaltic Pavement	CY	\$ (10.00)	-	\$ -
6	Ashpaltic Concrete Pavement Patching	SY	\$ 50.00	(68.0)	\$ (3,400.00)
7	Ashpaltic Concrete Pavement Leveling	TN	\$ 100.00	(62.9)	\$ (6,290.00)
8	Clean and Reseal Existing Concrete Pavement Joints	LF	\$ 2.50	-	\$ -
9	Cleaning and Sealing Concrete Pavement Cracks	LF	\$ 3.50	-	\$ -
10	Ashpaltic Concrete Drive Apron	SY	\$ 20.00	-	\$ -
11	Storm Drain Pipe (18 Inches)	LF	\$ 40.00	-	\$ -
12	Storm Drain Pipe (36 Inches)	LF	\$ 100.00	-	\$ -
12a	Storm Drain Pipe (48 Inches)	LF	\$ 120.00	-	\$ -
13	Junction Box (Grate Top Inlet)	EA	\$ 2,500.00	-	\$ -
13a	Junction Box (Grate Top Inlet)(Special)	EA	\$ 4,500.00	-	\$ -
14	Adjusting Manhole	EA	\$ 150.00	-	\$ -
15	Adjust Water Valve Box	EA	\$ 100.00	-	\$ -
16	Mobilization	LS	\$ 5,000.00	-	\$ -
17	Mailbox Foundation	EA	\$ 500.00	-	\$ -
18	Concrete Curb & Gutter	LF	\$ 26.00	-	\$ -
19	Base Material	TN	\$ 50.00	18.9	\$ 945.00
20	Reconstruct Manhole Top w/New Ring and Lid	EA	\$ 800.00	-	\$ -
TOTAL CHANGE ORDER COST					\$ 19,775.07

Mr. Mims stated that would like to tell Mr. McCain that he has enjoyed working with him over the years and thanked him for his service for basically a quarter of a century. Mr. McCain stated that since he started in 1988 he has seen a lot of positive changes in the City of Natchitoches and is proud to have been a part of that. Mr. McCain thanked the Council for their service and friendship.

Mr. Mims further wanted to make everyone aware that there will be a reception this Thursday recognizing the retirees, Mayor McCullen and Carol Steadman, and recognizing the Mayor Elect. The reception will be held at the Events Center.

Mr. Mims further stated that Friday, June 1, at 10:00, is the inaguration for the new Mayor and Councilman and for everyone to make our pledges and commitments to the City. Everyone is invited to attend.

There being none, Mr. Payne made a motion to adjourn the meeting. Mr. Nielson seconded the motion, and the meeting was adjourned at 7:50 p.m.


DON MIMS, JR., Mayor Pro-Temp