

**NATCHITOCHEs CITY COUNCIL MEETING
NOVEMBER 23, 2009 - 7:00 P.M.**

AGENDA

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF NOVEMBER 9, 2009**
5. **PRESENTATION OF MISS MERRY CHRISTMAS, CHRISTMAS BELLES, NATCHITOCHEs TEEN AND CHRISTMAS ANGELS**
 - Miss Merry Christmas - Hannah Crews
 - Christmas Belles - Hillary Ackel, Paige Anderson, Jameshia Below, Lenee Gill, Karlye Pope, Hailey Warner
 - Miss Natchitoches Teen - Roxy Ramirez
 - Christmas Angels - Alix Winfree, Mackenzie Lipa, Linsey Hargis, Anna Walker, Makayla Ferreyros, Lauren Vienne, Emmalyn Houghtby, Tori Prudhomme, Kaylee Knowles, Sara Nation
6. **APPEAL by Natchitoches Parish Police Jury/Natchitoches Parish Library of the decision of the Natchitoches Historic Commission of November 1, 2009 to deny a request to demolish a vacant residence located at 221 Touline Street, Natchitoches, Louisiana**
7. **BIDS - AWARD:**
 - #080 Mims** Ordinance Authorizing the Mayor to Award the Bid For The Sewer System Improvements, Contract 2, Automatic Bar Screen and Grit Classifier Replacement at Wastewater Treatment Plant (Bid No. 0492)
Committee: Pat Jones, Edd Lee, Don Mims, Bryan Wimberly, Norman Nassif
 - #081 Nielsen** Ordinance Authorizing the Mayor to Award the Bid for the Sewer System Improvements, Contract 3, Purchase of Vacuum Truck (Bid No. 0493)
Committee: Pat Jones, Edd Lee, Don Mims, Bryan Wimberly, Norman Nassif
 - #082 Mims** Ordinance Authorizing the Mayor to Award the Bid for the Sewer System Improvements, Contract 1, Gravity Sewer Replacement Near LA Highway 1 By-Pass (Bid No. 0494)
Committee: Pat Jones, Edd Lee, Don Mims, Bryan Wimberly, Norman Nassif
8. **ORDINANCES – INTRODUCTION:**
 - #076 McCain** Ordinance Declaring Certain Buildings Unsafe And Recommending That Same Be Demolished Or Put Into Repair To Comply With The Building Code, Authorizing Notice To Be Served, Fixing Hearing Date And Appointing Curator To Represent Absentees
 - #077 Nielsen** Ordinance Authorizing The Mayor Of The City Of Natchitoches, Louisiana, To Enter Into A Cooperative Endeavor Agreement With The State Of Louisiana, Department Of Treasury, For The Line Item Appropriation For The 83rd Annual Natchitoches Christmas Festival
 - #078 Morrow** Ordinance Approving The Granting Of An Easement And Servitude For Passage Over And Across Property Owned By The City Of Natchitoches, Located In Section 104, Township 9 North, Range 7 West, Natchitoches Parish, Louisiana, Said Easement And Servitude Granted In Conformance With The Terms Of That Cash Sale Deed Where The City Acquired The Property From Triple F, Inc., Further Authorizing The Mayor To Execute The Easement And Servitude For Passage And Any Related Documents; Providing For Public Hearing; And Further Providing For Advertizing

- #079 Payne** Ordinance Authorizing The Mayor Of The City Of Natchitoches, Wayne McCullen, To Enter Into An Agreement With Cp-Tel Network Services, Inc., For Phone Services, Internet Services Cable TV Services And To Provide Fiber Cable Connections Between City Locations 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
- #083 McCain** Ordinance To Amend And Reenact The Personnel Policies Manual Of The City Of Natchitoches To Add A Section Under "Other Policies" To Provide For A Policy For The Use Of Technological Systems And Electronic Information Owned By The City Of Natchitoches, Including Computer Systems, E-Mail, Telephones, Voicemail, Fax Machines, External Electronic Bulletin Boards, Wire Services, Online Services, Intranet, Internet And The World Wide Web, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance
- #084 Mims** Ordinance Addressing Injection Of Other Funds Aspects Of The Proposed FY 2010 - FY 2011 Louisiana Community Development Block Grant Project
9. **ORDINANCES – FINAL**
- #074 McCain** Ordinance Authorizing The Mayor Of The City Of Natchitoches To Execute A Cooperative Endeavor Agreement Between The State Of Louisiana And The City Of Natchitoches, Louisiana For The South Natchitoches Drainage Project FP&C Project #50-Mk9-09-01
- #075 Nielsen** An Ordinance Approving And Consenting To The Granting Of A Mortgage By Pilgrim's Pride Corporation Of Its Leasehold Interest In Those Facilities Located On Louisiana Highway 1 By-Pass, Including Those Properties Commonly Referred To As The Feed Mill, The Processing Plant And The Incubator Site, And Authorizing The Mayor Of The City Of Natchitoches To Execute Those Documents Necessary To Evidence The Consent Of The City Of Natchitoches
10. **REPORTS:**
Pat Jones – Financial Report
11. **RESOLUTIONS:**
- #128 Morrow** Resolution Authorizing The Mayor To Enter Into A Contract With Cunningham Agency, Inc. For The Airport Liability Insurance For The City Of Natchitoches
- #129 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 (SPIN 935-01-0032)
12. **OTHER BUSINESS:**
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, NOVEMBER 23, 2009, 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 Monday, November 23, 2009, at 7:00 p.m.

There were present: Councilman at Large, Don Mims, Jr., Councilmen; Jack McCain, Larry Payne, Dale Nielsen and Councilwoman Sylvia Morrow

The Mayor welcomed those in attendance and also the radio audience.

The Mayor asked everyone to rise for the Invocation given by Mr. Michael Braxton, Director of Public Works, followed by the Pledge of Allegiance lead by Mr. McCain.

The Mayor then called for the reading of the Minutes. Mr. McCain made a motion to dispense with the Reading of the Minutes, and Mr. Payne seconded the motion. The roll call vote was as follows:

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

The Mayor declared the Motion as PASSED.

Nick Pollacia, Executive Director of the Chamber of Commerce, then reported on the upcoming Christmas Festival, saying that for the next 44 days, we are the City of Lights, and thanked all of those who work to make this happen, especially the employees of the City. He said there are lots of places that do a good job with Christmas, but Natchitoches is unique, because of the setting and because of the energy and generosity of this town that goes into making it happen. He reported that we have switched fireworks companies this year, and there will be a difference in all of the shows we will be doing with a lot of things we have never had before, and a lot of new, exciting special effects things to keep people coming back year after year. He thanked the Mayor, the City Council, and all of the people that work for the City of Natchitoches for their devotion to the festival.

The Mayor introduced Miss Merry Christmas for 2009, Hannah Crews, and called on her to introduce the 2009 Christmas Belles; Hillary Ackel, Paige Anderson, Jameshia Below, Lenee Gill, Karlye Pope and Hailey Warner.

The Mayor then recognized the 2009 Christmas Angels who will be representing the City during the holiday season.

APPEAL: The meeting continued with an appeal by the Natchitoches Parish Police Jury and Natchitoches Parish Library of the decision of the Natchitoches Historic Commission of November 1, 2009 to deny a request to demolish a vacant residence located at 221 Toulaine Street, Natchitoches, Louisiana. Mr. David Dollar, President of the Police Jury, and Mr. Bob Black, Librarian, provided the Council with a drawing of the plans for the proposed parking lot for the library at 221 Toulaine Street. Mr. Dollar said the Library Board and the Natchitoches Parish Police Jury voted unanimously to seek this project, noting that the Police Jury has declared this as surplus property and have advertised the house for sale to be moved, as requested by the Historic Commission, with no takers. The Police Jury then went back to the Historic Commission advising that they would like to move forward with demolition. They were advised if they worked a little harder maybe they could get someone to move it somewhere else in the Historic District, so the Police Jury then worked with three different realtors and three different prospects who came and looked at it, and there was still no offer of any kind. He said they will continue to work on this, even after tonight, but they cannot let this building sit there and go down. He then asked that the Council overturn the decision of the Historic Commission primarily for the safety of the children and the progress of the community to move forward with the design as presented to them.

Mr. McCain asked Mr. Black if the library has two bookmobiles, and if they will be parked end-to-end at the new site. Mr. Black advised that there are two bookmobiles but one is housed in the garage in the library building, and this would be for the second bookmobile since there are no branches out in the parish and the library needs two to service the schools and the smaller communities in the parish. He said, right now, they pretty much park it on the street.

Mr. Mims asked if anyone was in attendance representing the historic organizations. There was no one, so Ms. Juanita Fowler, Director of Planning and Zoning, spoke as liaison for the Commission, giving details of the meetings. She said at the meeting in August, the Commission took into consideration the concerns from the library. She noted that the structure, itself, is on the National Register, and is in the Landmark District, and is cataloged as a contributing structure. She advised that it was built in 1940. She confirmed that the Commission asked the Police Jury to consider advertising and see if they could get any assistance in any respect. She said they were to table the application for 60 days and bring it back for discussion, so, in November, the Commission went back to readdress the request. She said Dr. Horton commented that it is contributing and important, and he noted that the Commission had been working with the Police Jury since May. She said there was great concern to condone the demolition of a structure in the District. She said she thinks the Commission was basically in a position where to condone it would be to permit additional requests for demolition. She said that Mr. Dollar indicated he had made many attempts to get someone to relocate the structure.

Mr. Mims said he is 100 percent in support of the historic aspect of the City, and the buildings that contribute to it. He said the biggest concern he sees is the condition of this building and that no one wants it. He said he has looked at it, and it looks like if you continue to leave it, it's going to collapse under its own weight in a short time.

Ms. Morrow said that, looking at the pictures, it appears that there is extensive termite damage. Mr. Dollar confirmed that there is significant damage.

Mr. McCain said he sees nothing to be gained by letting it remain because, obviously, nobody in the field of private enterprise or private investment is interested. He noted that the parking lot and the shelter for the bookmobile were badly needed, and although he appreciates the work the Historic Commission does, but feels this is clearly a case where the building needs to come down.

The Mayor then called for a motion to either uphold or deny the appeal. Mr. McCain made a motion to uphold the appeal of the Police Jury on behalf of the Library Board to allow them to have the building demolished and hauled away, and Ms. Morrow seconded the motion. The roll call vote was as follows:

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

The Mayor declared the Motion as PASSED, upholding the appeal by the Natchitoches Parish Police Jury and Parish Library.

The meeting continued with Bids, as follows:

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

ORDINANCE NO. 080 OF 2009

**ORDINANCE AUTHORIZING THE MAYOR TO AWARD
THE BID FOR THE SEWER SYSTEM IMPROVMENTS, CONTRACT 2,
AUTOMATIC BAR SCREEN AND GRIT CLASSIFIER REPLACEMENT
AT WASTEWATER TREATMENT PLANT**

(BID #0492)

WHEREAS, after due advertisement in the *Natchitoches Times* on October 2, October 9 and October 16, 2009 and in accordance with law, bid proposals were received and opened for the referenced project on Wednesday, November 4, 2009 at the City of Natchitoches Purchasing Department as follows, to-wit:

WHEREAS, five (5) qualified bids were received, as follows:

- | | | |
|-----|---|---------------|
| (1) | Cecil D. Gassiott, LLC | \$ 284,900.00 |
| (2) | Petron, LLC..... | \$ 301,000.00 |
| (3) | Peck Construction, Inc..... | \$ 305,181.00 |
| (4) | McInnis Brothers Construction, Inc..... | \$ 342,400.00 |
| (5) | Milco Utilities, Inc..... | \$ 292,010.00 |

WHEREAS, on November 18, 2009, the appointed committee members of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Don Mims, Councilman-at-Large; Bryan Wimberly, Director of Utilities; and Norman Nassif of Nassif Engineering & Architecture, LLC, reviewed the bids submitted and the Engineer's recommendation letter of November 17, 2009, which recommends that the bid of Cecil D. Gassiott, LLC in the sum of \$ 284,900.00, met all bid specifications and it is the opinion of the committee that Cecil D. Gassiott, LLC be awarded the bid, contingent upon Louisiana Department of Environmental Quality's concurrence of the recommendation of award.

NOW, THEREFORE, BE IT ORDAINED 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 sign any and all documents necessary for acceptance of this bid.

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

THEREUPON, the Mayor declared the Ordinance **PASSED** this 23th day of November, 2009 by a vote of 5 Ayes to 0 Nays.


WAYNE McCULLEN, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 24th day of November, 2009 at 10:00 A.M.

Nassif Engineering & Architecture, LLC
Professional Civil Engineering and Architectural Services

November 17, 2009

City of Natchitoches
P.O. Box 37
Natchitoches, Louisiana 71458-0037

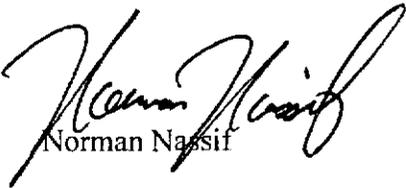
Attention: Mr. Bryan Wimberly, Utility Director
Mr. Edd Lee, Purchasing Director

Re: Sewer System Improvements – Contract 2
Automatic Bar Screen & Grit Classifier Replacement
City Bid No. ~~0494~~ 0492
Reference No. 09-043-B

Dear Bryan & Edd,

The Bids received for the above referenced project have been reviewed and checked for accuracy. A tabulation of the Bids is attached hereto. Accordingly, we recommend that the construction contract be awarded to the low Bidder, Cecil D. Gassiott, LLC in the amount of \$ 284,900.00.

Sincerely,



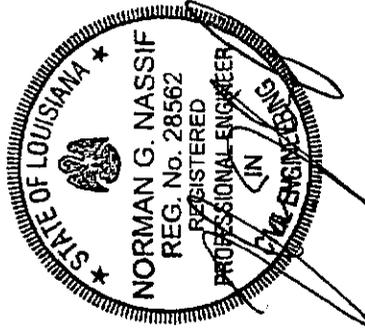
Norman Nassif

NN/nn
Enclosure

Contract 2
Automatic Bar Screen & Grit Classifier Replacement
 City Bid No. 0493

Tabulation of Bids Received on
 Wednesday, November 4, 2009 at 10:00 am

Item No.	Description	Name of Bidders		Cecil D. Gastiot, LLC		Petron, LLC		Peck Construction, Inc.		McLinnis Brothers Const., Inc.		Mlico Utilities, Inc.	
		Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Remove & Replace Grit Classifier Equipment	1	Lump Sum	\$ 45,000.00	\$ 45,000.00	\$ 72,250.00	\$ 72,250.00	\$ 65,000.00	\$ 65,000.00	\$ 94,500.00	\$ 94,500.00	\$ 68,219.00	\$ 68,219.00
2	Remove & Replace Automatic Bar Screen Equipment	1	Lump Sum	\$ 239,900.00	\$ 239,900.00	\$ 228,750.00	\$ 228,750.00	\$ 240,181.00	\$ 240,181.00	\$ 247,900.00	\$ 247,900.00	\$ 223,791.00	\$ 223,791.00
Total Base Bid				\$ 284,900.00	\$ 301,000.00	\$ 305,181.00	\$ 342,400.00	\$ 292,010.00					





CITY OF NATCHITOCHEES

Oldest Settlement in the Louisiana Purchase

OFFICE OF PURCHASING

Wayne McCullen
Mayor

November 18, 2009

Don Mims, Jr.
Councilman At Large

Mayor Wayne McCullen

Jack McCain, Jr.
Councilman
District 1

City Hall

Natchitoches, LA 71457

Dale Nielsen
Councilman
District 2

Dear Mayor McCullen,

Sylvia Morrow
Councilwoman
District 3

The appointed committee of Pat Jones, Edd Lee, Don Mims and Bryan Wimberly, has reviewed the engineer's recommendation submitted by Mr. Norman Nassif, with

Larry Payne
Councilman
District 4

Nassif Engineering, Natchitoches, LA, on Bid # 0492 - Automatic Bar Screen and Grit Classifier replacement at the waste water treatment plant.

The committee was unanimous in its decision to award the bid to the low bidder, Cecil D. Gassiott, LLC, Alexandria, LA with a bid of \$284,900. The other bids received were from Milco Utilities, Inc., Shreveport, LA, in the amount of \$292,010.00, Petron LLC, Alexandria, LA, in the amount of \$301,000.00, Peck Construction, Inc., Marion, LA, in the amount of \$305,181.00 and McInnis Brothers Construction, Inc., Minden, LA, in the amount of \$342,400.00.

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

Request ratification of this award at the next City Council meeting on November 23, 2009.

Sincerely,

**Pat Jones
Director of Finance**

**Edd Lee
Director of Purchasing**

**Don Mims
Councilman At Large**

**Bryan Wimberly
Director of Utilities**

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

ORDINANCE NO. 081 OF 2009

**ORDINANCE AUTHORIZING THE MAYOR TO AWARD
THE BID FOR THE SEWER SYSTEM IMPROVEMENTS,
CONTRACT 3, PURCHASE OF VACUUM TRUCK**

(BID #0493)

WHEREAS, after due advertisement in the *Natchitoches Times* on October 2, October 9 and October 16, 2009 and in accordance with law, bid proposals were received and opened for the referenced project on Wednesday, November 4, 2009 at the City of Natchitoches Purchasing Department as follows, to-wit:

WHEREAS, one (1) qualified bid was received, as follows:

(1)	Vacuum Truck Sales & Service, LLC	
	Base Bid Amount	\$ 299,165.00
	Alternate 1	\$ 14,053.00
	Total Base Bid + Alternate 1	\$ 313,218.00

ALSO, WHEREAS, one (1) non-qualified bid was received and is recommended for rejection, as follows:

(1) Amigo Truck LTD

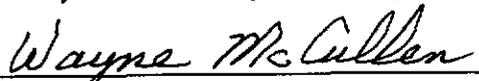
WHEREAS, on November 18, 2009, the appointed committee members of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Don Mims, Councilman-at-Large; Bryan Wimberly, Director of Utilities; and Norman Nassif of Nassif Engineering & Architecture, LLC, reviewed the bids submitted and the Engineer's recommendation letter of November 17, 2009, which recommends that the bid of Vacuum Truck Sales & Service, LLC for the Base Bid plus Alternate 1 in the sum of \$ 313,218.00, met all bid specifications and it is the opinion of the committee that Vacuum Truck Sales & Service, LLC be awarded the bid, contingent upon Louisiana Department of Environmental Quality's concurrence of the recommendation of award.

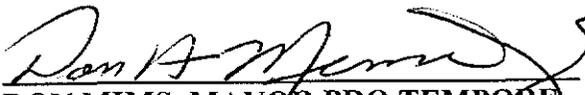
NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Wayne McCullen, Mayor, be and is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.

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

THEREUPON, the Mayor declared the Ordinance **PASSED** this 23th day of November, 2009 by a vote of 5 Ayes to 0 Nays.


WAYNE McCULLEN, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 24th day of November, 2009 at 10:00 A.M.



CITY OF NATCHITOCHES

Oldest Settlement in the Louisiana Purchase

OFFICE OF PURCHASING

Wayne McCullen
Mayor

November 18, 2009

Don Mims, Jr.
Councilman At Large

Mayor Wayne McCullen

Jack McCain, Jr.
Councilman
District 1

City Hall

Natchitoches, LA 71457

Dale Nielsen
Councilman
District 2

Dear Mayor McCullen,

Sylvia Morrow
Councilwoman
District 3

The appointed committee of Pat Jones, Edd Lee, Don Mims and Bryan Wimberly, has reviewed the engineer's recommendation submitted by Mr. Norman Nassif, with

Larry Payne
Councilman
District 4

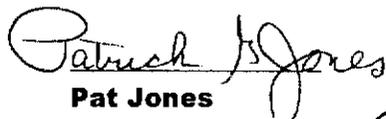
Nassif Engineering, Natchitoches, LA, on Bid # 0493 - for the purchase of a vacuum truck.

The committee was unanimous in its decision to award the bid to the low bidder, Vacuum Truck Sales and Service, LLC, Geismer, LA in the amount of \$313,218.00. The other bid received was from Amigo Truck, LLC, Houston, TX. Amigo Truck's bid was rejected because they submitted two bids and their bid(s) were irregular.

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

Request ratification of this award at the next City Council meeting on November 23, 2009.

Sincerely,

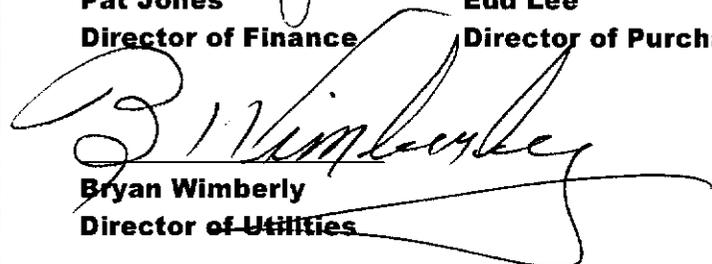

Pat Jones

Director of Finance


Edd Lee

Director of Purchasing


Don Mims
Councilman At Large


Bryan Wimberly
Director of Utilities

Nassif Engineering & Architecture, LLC
Professional Civil Engineering and Architectural Services

November 17, 2009

City of Natchitoches
P.O. Box 37
Natchitoches, Louisiana 71458-0037

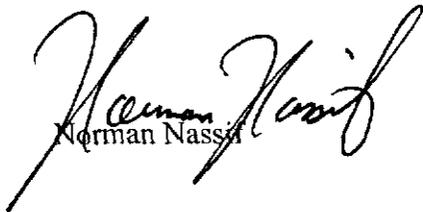
Attention: Mr. Bryan Wimberly, Utility Director
Mr. Edd Lee, Purchasing Director

Re: Sewer System Improvements – Contract 3
Purchase of Vacuum Truck
City Bid No. ~~0495~~ 0493
Reference No. 09-043-B

Dear Bryan & Edd,

The Bids received for the above referenced project have been reviewed and checked for accuracy. A tabulation of the Bids is attached hereto. Accordingly, we recommend that the construction contract be awarded to the low Bidder, Cecil D. Gassiott, LLC in the amount of \$ 313,218.00.

Sincerely,


Norman Nassif

NN/mn
Enclosure

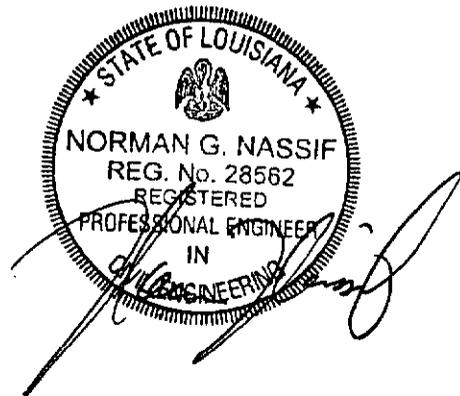
City of Natchitoches

**Sewer System Improvements
Contract 3
Purchase of Vacuum Truck
City Bid No. 0494**

Tabulation of Bids Received on
Wednesday, November 4, 2009 at 10:00 am

Name of Bidders	Amigo Truck LTD.	Vacuum Truck Sales & Service, LLC
Description	Amount	Amount
Base Bid	Rejected*	\$299,165.00
Alternate 1 (Increase in Additional Cost for Automatic Transmission on Truck)	Rejected*	\$14,053.00
Total Base Bid + Alternate 1	Rejected*	\$313,218.00

* Bid rejected: Bidder Submitted Two Bids. Bids submitted were irregular.



Mr. McCain noted that the cost of the vacuum truck was rather high, so wanted to know exactly what we are going to do with it. Mr. Bryan Wimberly, Director of Utilities, said this will help us in maintaining our wet wells with our lift stations and our sewer system. Mr. McCain asked how we have handled these situations prior to the purchase of this truck. Mr. Wimberly advised that we have had items in the regular budget to hire outside services to do this, and now, we will bring this back into the City of Natchitoches. Mr. Pat Jones, Finance Director, also noted that this truck is being paid for through stimulus money.

Bids continued, as follows:

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

ORDINANCE NO. 082 OF 2009

**ORDINANCE AUTHORIZING THE MAYOR TO AWARD
THE BID FOR THE SEWER SYSTEM IMPROVMENTS, CONTRACT 1,
GRAVITY SEWER REPLACEMENT NEAR LA HIGHWAY 1 BY PASS**

(BID #0494)

WHEREAS, after due advertisement in the *Natchitoches Times* on October 16, October 23 and October 30, 2009 and in accordance with law, bid proposals were received and opened for the referenced project on Tuesday, November 17, 2009 at the City of Natchitoches Purchasing Department as follows, to-wit:

WHEREAS, one (1) qualified bid was received, as follows:

- (1) Rylee Contracting, Inc.\$ 396,975.00

WHEREAS, on November 18, 2009, the appointed committee members of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Don Mims, Councilman-at-Large; Bryan Wimberly, Director of Utilities; and Norman Nassif of Nassif Engineering & Architecture, LLC, reviewed the bids submitted and the Engineer's recommendation letter of November 17, 2009, which recommends that the bid of Rylee Contracting, Inc. in the sum of \$ 396,975.00, met all bid specifications and it is the opinion of the committee that Rylee Contracting, Inc. be awarded the bid, contingent upon Louisiana Department of Environmental Quality's concurrence of the recommendation of award.

NOW, THEREFORE, BE IT ORDAINED 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 sign any and all documents necessary for acceptance of this bid.

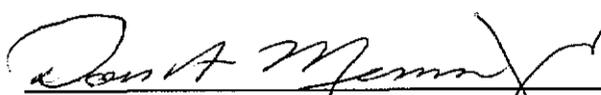
The above Ordinance having been duly advertised in accordance with law and a public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

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

THEREUPON, the Mayor declared the Ordinance **PASSED** this 23th day of November, 2009 by a vote of 5 Ayes to 0 Nays.



 WAYNE McCULLEN, MAYOR



 DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 24th day of November, 2009 at 10:00 A.M.

Nassif Engineering & Architecture, LLC
Professional Civil Engineering and Architectural Services

November 17, 2009

City of Natchitoches
P.O. Box 37
Natchitoches, Louisiana 71458-0037

Attention: Mr. Bryan Wimberly, Utility Director
Mr. Edd Lee, Purchasing Director

Re: Sewer System Improvements – Contract 1
Gravity Sewer Replacement Near La Highway 1 Bypass
City Bid No. ~~0493~~ 0494
Reference No. 09-043-B

Dear Bryan & Edd,

The Bids received for the above referenced project have been reviewed and checked for accuracy. A tabulation of the Bids is attached hereto. Accordingly, we recommend that the construction contract be awarded to the low Bidder, Rylee Contracting, Inc. in the amount of \$ 396,975.00.

Sincerely,



Norman Nassif

NN/nn
Enclosure

City of Natchitoches

Sewer System Improvements

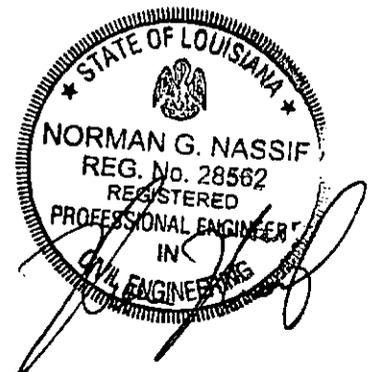
Contract 1

Gravity Sewer Replacement Near La Highway 1 Bypass

City Bid No. 0492

Tabulation of Bids Received on
Tuesday, November 17, 2009 at 10:00 am

Name of Bidders				Rylee Contracting, Inc.	
Item No.	Description	Estimated Quantity	Units	Unit Price	Amount
1	Mobilization	1	Lump Sum	\$ 18,000.00	\$ 18,000.00
2	Construction Layout	1	Lump Sum	\$ 2,000.00	\$ 2,000.00
3	Erosion Control & Soil Stabilization	1	Lump Sum	\$ 7,200.00	\$ 7,200.00
4	Traffic Maintenance Aggregate	50	C.Y.	\$ 1.00	\$ 50.00
5	30" Ductile Iron Gravity Sewer Main with Aggregate Bedding and Haunching Material	1420	L.F.	\$ 150.00	\$ 213,000.00
6	8" Ductile Iron Gravity Sewer Main with Aggregate Bedding and Haunching Material	1025	L.F.	\$ 45.00	\$ 46,125.00
7	48" Diameter RFP Manholes	4	Each	\$ 3,500.00	\$ 14,000.00
8	60" Diameter RFP Manholes	6	Each	\$ 12,000.00	\$ 72,000.00
9	Connect to Existing Gravity Sewers	3	Each	\$ 1,500.00	\$ 4,500.00
10	Select Fill Material (only as prior authorized by Engineer)	500	C.Y.	\$ 10.00	\$ 5,000.00
11	Gravity Sewer Low-Pressure Leakage Tests	1	Lump Sum	\$ 4,900.00	\$ 4,900.00
12	Manhole Exfiltration Leakage Tests	1	Lump Sum	\$ 2,500.00	\$ 2,500.00
13	Remove & Replace Existing Storm Drainage Pipe & Manhole as Required to Install New Sewer Improvements (At Julia Street)	1	Lump Sum	\$ 1,500.00	\$ 1,500.00
14	Remove & Replace Existing Pavement as Required to Install New Sewer Improvements (At Julia Street)	1	Lump Sum	\$ 1,200.00	\$ 1,200.00
15	Abandon Existing Manholes and Gravity Sewer Mains	1	Each	\$ 5,000.00	\$ 5,000.00
Total Base Bid				\$ 396,975.00	





CITY OF NATCHITOCHES

Oldest Settlement in the Louisiana Purchase

OFFICE OF PURCHASING

Wayne McCullen
Mayor

November 18, 2009

Don Mims, Jr.
Councilman At Large

Mayor Wayne McCullen

Jack McCain, Jr.
Councilman
District 1

City Hall

Natchitoches, LA 71457

Dale Nielsen
Councilman
District 2

Dear Mayor McCullen,

Sylvia Morrow
Councilwoman
District 3

The appointed committee of Pat Jones, Edd Lee, Don Mims and Bryan Wimberly, has reviewed the engineer's recommendation submitted by Mr. Norman Nassif, with

Larry Payne
Councilman
District 4

Nassif Engineering, Natchitoches, LA, on Bid # 0494 - Sewer System Improvements - Gravity Sewer Replacement near Highway 1 By-Pass.

The committee was unanimous in its decision to award the bid to the low bidder, Rylee Contracting, Inc., Alexandria, LA in the amount of \$396,975.00. No other bids were received.

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

Request ratification of this award at the next City Council meeting on November 23, 2009.

Sincerely,

Pat Jones

Edd Lee

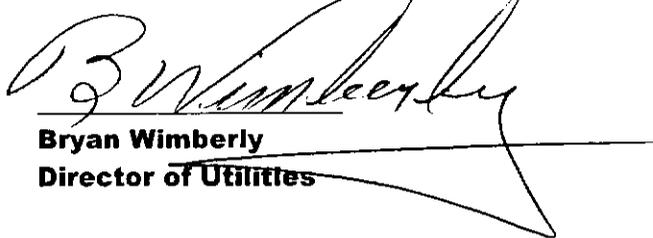
Director of Finance

Director of Purchasing



Don Mims

Councilman At Large



Bryan Wimberly

Director of Utilities

The meeting continued with Ordinances, as follows:

ORDINANCE NO. 076 OF 2009

**AN ORDINANCE DECLARING CERTAIN BUILDINGS UNSAFE
AND RECOMMENDING THAT SAME BE DEMOLISHED OR PUT
INTO REPAIR TO COMPLY WITH THE BUILDING CODE,
AUTHORIZING NOTICE TO BE SERVED, FIXING HEARING DATE
AND APPOINTING CURATOR TO REPRESENT ABSENTEES**

WHEREAS, the City Building Inspector and the Director of Planning & Zoning have filed written reports with the City Council declaring that the buildings listed below are in a dangerous and unsanitary condition which makes them unsafe and endangering the public welfare, and recommending that said buildings be demolished or put in repair to comply with the Building Code, to-wit:

1. Richard W. & Myra C. Shaeffer
630 Royal St.
Natchitoches, LA 71457
Lot on W Side Duplex St. Having Front of 65 Ft., N by George Black, Jr. & S By R.C. Wyatt, W by Gibson, Et Als (310 Duplex St.)
2. Jackson Properties of Natchitoches, LLC
1610 McClelland Dr.
Natchitoches, LA 71457
Lot SW Cor. of Third & Lafayette Sts. Having a Front of 80 Ft. on Third St. by Depth of 121.84 Ft. Along Lafayette St., as Shown on Map Slide 446-B. (750 Third St.)
3. John William Sturman
1735 ½ Washington St.
Natchitoches, LA 71457
Lot 60 Ft. Front by 150 Ft., W Side 2nd St., N & W by Kennon, S by Gilson (304 Second St.)
4. City of Natchitoches
Joseph E. Williams, Jr.
121 Texas St.
Natchitoches, LA 71457
Lot 4 Blk B of Hedge
5. City of Natchitoches
Post Office Box 37
Natchitoches, LA 71458
Lot NW Corner 3rd & Lafayette Streets (800 Third Street – Don Dark Building)

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Natchitoches, Louisiana, in legal session convened, that notice be served upon the above owners to show cause before the Natchitoches City Council on **Monday, January, 11, 2010 at 7:00 P. M.**, at a Public Hearing, why the above buildings should not be condemned and ordered demolished and removed, or repaired to conform with the Building Code.

This Ordinance was Introduced on Monday, November 23, 2009.

ORDINANCE NO. 077 OF 2009

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, LOUISIANA, TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE STATE OF LOUISIANA, DEPARTMENT OF TREASURY, FOR THE LINE ITEM APPROPRIATION FOR THE 83rd ANNUAL NATCHITOCHEs CHRISTMAS FESTIVAL

WHEREAS, the City of Natchitoches (“**CITY**”) is a Municipality located in the State of Louisiana, Parish of Natchitoches governed under a Home Rule Charter and a Code of Ordinances adopted by Ordinance No. 5 of 1977; and

WHEREAS FURTHER, the **CITY** is 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, Article VII, Section 14 (c) of the Constitution of the State of Louisiana provides that “for a public purpose, the State and its political subdivision . . . may engage in cooperative endeavors with each other . . .”; and

WHEREAS FURTHER, Act 122 of the 2009 Regular Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of state funds, and said Act 122 contains a line item appropriation which the **AGENCY** is responsible for monitoring and other matters under the Act and referenced Executive Order, for the benefit of the City of which the sum of \$20,000 has been allocated for the 83rd Natchitoches Christmas Festival; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is on the opinion that the Cooperative Endeavor Agreement with the **AGENCY** will greatly assist in improving the quality, attendance and media coverage of the Natchitoches Christmas Festival, all of which will result in economic benefit to be realized by the City as a result of the proposed Cooperative Endeavor Agreement

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 **STATE OF LOUISIANA**, through the **DEPARTMENT OF THE TREASURY**, for which the sum of \$20,000 is allocated for the 83rd Annual Natchitoches Christmas Festival.

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.

ORDINANCE NO. 078 OF 2009

AN ORDINANCE APPROVING THE GRANTING OF AN EASEMENT AND SERVITUDE FOR PASSAGE OVER AND ACROSS PROPERTY OWNED BY THE CITY OF NATCHITOCHE, LOCATED IN SECTION 104, TOWNSHIP 9 NORTH, RANGE 7 WEST, NATCHITOCHE PARISH, LOUISIANA, SAID EASEMENT AND SERVITUDE GRANTED IN CONFORMANCE WITH THE TERMS OF THAT CASH SALE DEED WHERE THE CITY ACQUIRED THE PROPERTY FROM TRIPLE F, INC., FURTHER AUTHORIZING THE MAYOR TO EXECUTE THE EASEMENT AND SERVITUDE FOR PASSAGE AND ANY RELATED DOCUMENTS; PROVIDING FOR PUBLIC HEARING; AND FURTHER PROVIDING FOR ADVERTIZING

WHEREAS, the City of Natchitoches (sometimes hereinafter referred to as "City") is the fee title owner of certain property being a 29.25 acre tract, shown and described on an October 18, 2005 survey by Meyer, Meyer, LaCroix and Hixson, Inc., which said tract was acquired by Cash Sale Deed by the City of Natchitoches from Triple F, Inc., by deed recorded December 15, 2005, at Conveyance Book 597, Page 54 (sometimes hereinafter referred to as "Deed"); and

WHEREAS FURTHER, included in the Deed to the City is a requirement that the City grant a permanent easement and right of way in favor of Tract G (Owned by Triple F, Inc.) across Tract F (owned by City) to allow access to Louisiana Highway 1 and the railroad right to way; and

WHEREAS FURTHER, Triple F, Inc. has determined where it desires to locate the permanent easement and right of way and has called on the City to grant the permanent easement and right of way in conformance with the terms of the Deed; and

WHEREAS FURTHER, the easement and right of way granted shall be predial in nature over and across Tract "H" owned by the City, and in favor of Tract "G" owned by Triple F, Inc., both Tract "H" and Tract "G" being shown and depicted on a survey by Glen L. Cannon, P.L.S., recorded November 2, 2005, at Map Slide 569B of the records of Natchitoches Parish, Louisiana; and

WHEREAS FURTHER, a survey by Robert Lynn Davis, P.L.S., dated October 15, 2009 depicts the center line of a twelve foot wide gravel drive, and this shall be the center line of the proposed right of way and easement; and

WHEREAS FURTHER, the City is required under the terms of that Cash Sale Deed recorded December 15, 2005, at Conveyance Book 597, Page 54, to grant the permanent easement and right of way; and

WHEREAS FURTHER, the center line of the proposed easement and right of passage is shown and depicted on the survey by Robert Lynn Davis, dated October 15, 2009, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS FURTHER, the City Council of the City of Natchitoches desires to authorize the Mayor of the City of Natchitoches, Wayne McCullen to execute any document necessary to create and establish an easement and servitude for passage along within the area depicted and described on the attached Exhibit "A", and to further take any steps necessary and proper to establish the easement and servitude for passage; and

WHEREAS FURTHER, the City Council of the City of Natchitoches finds that the area which the easement will encumber is not needed for any public purpose and that the City is required to grant the easement and right of passage under the terms of that Cash Sale Deed recorded December 15, 2005, at Conveyance Book 597, Page 54; and

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

SECTION I: That the City Council of the City of Natchitoches, Louisiana, does hereby authorize and direct the Mayor, Wayne McCullen, to execute any document necessary to create and establish an easement and servitude for passage in favor of a tract of land owned by Four F, Inc., and described as Tract "G" as shown and depicted on a survey by Glen L. Cannon, P.L.S., recorded November 2, 2005, at Map Slide 569B, over and across the Northern end of a tract of land owned by the City of Natchitoches, and described as Tract "H" as shown and depicted on a survey by Glen L. Cannon, P.L.S., recorded November 2, 2005, at Map Slide 569B, said easement and right of way running from the eastern boundary of Tract "G" to the right of way of the Missouri Pacific Railroad as said easement is more fully shown and depicted on the attached Exhibit "A".

SECTION II: That the Mayor, or his assignee, be and is hereby authorized to do all things necessary and proper to establish the easement, servitude and right of way for passage.

SECTION III: That all other Ordinances or parts of Ordinances in conflict are hereby revoked.

SECTION IV: This Ordinance shall take effect after publication in accordance with law.

SECTION V: 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 provision herein.

This Ordinance was introduced on the 23rd day of November, 2009, at a regular meeting of the City Council.

ORDINANCE NO. 079 OF 2009

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, WAYNE MCCULLEN, TO ENTER INTO AN AGREEMENT WITH CP-TEL NETWORK SERVICES, INC., FOR PHONE SERVICES, INTERNET SERVICES CABLE TV SERVICES AND TO PROVIDE FIBER CABLE CONNECTIONS BETWEEN CITY LOCATIONS 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

ORDINANCE NUMBER 083 OF 2009

AN ORDINANCE TO AMEND AND REENACT THE PERSONNEL POLICIES MANUAL OF THE CITY OF NATCHITOCHEs TO ADD A SECTION UNDER "OTHER POLICIES" TO PROVIDE FOR A POLICY FOR THE USE OF TECHNOLOGICAL SYSTEMS AND ELECTRONIC INFORMATION OWNED BY THE CITY OF NATCHITOCHEs, INCLUDING COMPUTER SYSTEMS, E-MAIL, TELEPHONES, VOICEMAIL, FAX MACHINES, EXTERNAL ELECTRONIC BULLETIN BOARDS, WIRE SERVICES, ONLINE SERVICES, INTRANET, INTERNET AND THE WORLD WIDE WEB, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE

ORDINANCE NO. 084 IF 2009

**ORDINANCE ADDRESSING INJECTION OF OTHER FUNDS
ASPECTS OF THE PROPOSED FY 2010 - FY 2011 LOUISIANA
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT**

WHEREAS, the City of Natchitoches is desirous of submitting an application to the State of Louisiana, Division of Administration for funding under the FY 2010 - FY 2011 LCDBG program for streets; and

WHEREAS, it is necessary to inject other funds into the project construction costs for the appropriate activity to receive additional points, or fractions thereof, relative to the cost effectiveness of the project or if this is not the case, the project may cost more than can be requested under the LCDBG Program; therefore, the City of Natchitoches proposes to use other funds in conjunction with the LCDBG funds, or if this is not the case, a combination of both scenarios, should funding become available;

NOW, THEREFORE BE IT ORDAINED that the City of Natchitoches has agreed to inject other funds in the amount of \$204,400.00 towards the construction costs of the appropriate activity. A letter stating the specific source, amount, and location of local cash, a line of credit letter from a financial institution such as a bank stating the amount available as a loan, specific evidence of funds to be received from a tax or bond election that has already passed, or a letter from another funding agency stating that the funds have been awarded are currently available for expenditure will be attached and made a part of this resolution. All fees are contingent upon funding of the project by the State of Louisiana, Division of Administration under the FY 2010 or the FY 2011 LCDBG program.

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

ORDINANCE NO. 074 OF 2009

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE STATE OF LOUISIANA AND THE CITY OF NATCHITOCHEs, LOUISIANA FOR THE SOUTH NATCHITOCHEs DRAINAGE PROJECT

FP&C PROJECT #50-MK9-09-01

WHEREAS, the Legislature of the State of Louisiana, through the Office of Facility Planning and Control of The Division of Administration, has approved funding for the South Natchitoches Drainage Project, in the sum of Fifty Thousand and No/100 (\$50,000.00) Dollars; and

WHEREAS, the Legislature of the State of Louisiana requires that a Cooperative Endeavor Agreement be executed in connection with this project; and

WHEREAS, the Mayor of the City of Natchitoches desires approval to sign a Cooperative Endeavor Agreement, and any other documents that may be required, to facilitate the funding of the above-described project.

NOW, THEREFORE, BE IT RESOLVED that Wayne McCullen, Mayor of the City of Natchitoches, be and is hereby authorized and empowered to execute a Cooperative Endeavor Agreement and any other documents necessary and required by the State of Louisiana and the City of Natchitoches to proceed with funding for the South Natchitoches Drainage Project.

This Ordinance was published in the *Natchitoches Times* on November 13, 2009.

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

THEREUPON, the Mayor declared the Ordinance **PASSED** this 23rd day of November, 2009 by a vote of 5 ayes to 0 nays.


WAYNE McCULLEN, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 24th day of November, 2009 at 10:00 A.M.



COPY

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE STATE OF LOUISIANA and
CITY OF NATCHITOCHEs
South Natchitoches Drainage Improvements, Planning and Construction
(Natchitoches)
FP&C Project No. 50-MK9-09-01**

In accordance with Article VII, Section 14 of the 1974 Constitution of the State of Louisiana (Constitution), the **STATE OF LOUISIANA** (State), herein represented by **JOHN L. DAVIS, DIRECTOR, OFFICE OF FACILITY PLANNING AND CONTROL (FP&C) OF THE DIVISION OF ADMINISTRATION (DOA)**, and the **CITY OF NATCHITOCHEs** (Entity), a political subdivision of the State, herein represented by **WAYNE MCCULLEN, MAYOR**, do hereby enter into a Cooperative Endeavor Agreement (Agreement) to serve the public for the purposes hereinafter declared.

ARTICLE I

1.1 WHEREAS, the Capital Outlay Act (Act), adopted in accordance with Article VII, Section 6 of the Constitution, is the comprehensive capital outlay budget required by said Article VII, Section 6, and contains an appropriation for the Entity for the Project Number and Project Description (Project) as set forth in **Exhibits A and B**, attached hereto and made a part hereof; and

1.2 WHEREAS, the Omnibus Bond Act of the Louisiana Legislature (OBA), adopted in accordance with Article VII, Section 6 of the Louisiana Constitution of 1974, provides for the issuance by the State Bond Commission of State General Obligation Bonds for certain of the projects contained in the Act, including the Project, which bonds are to be secured by a pledge of the full faith and credit of the State, as well as by monies dedicated to and paid into the Security and Redemption Fund as provided in Article VII, Section 9 of the Constitution, which authorization includes the issuance, **if applicable**, of State General Obligation Bonds for the Project (Project Bonds) as set forth in **Exhibit B**, attached hereto and made a part hereof; and

1.3 WHEREAS, if applicable, the Entity has supplied the State with evidence of the availability and commitment of Local, Federal or Non-State Matching Funds for the Project, as set forth in **Exhibit A**; and

1.4 WHEREAS, the State appropriated State General Fund (Direct) or other sources of cash for the Project or the Bond Commission did grant a cash line of credit and/or a non-cash line of credit for the Project in the amount(s) as stated in **Exhibit B**; and

1.5 WHEREAS, the Act provides that all of the funds appropriated, in the absence of express language to the contrary, shall be considered as having been appropriated directly to FP&C and shall be administered by FP&C under Cooperative Endeavor Agreements;

IT IS HEREBY AGREED by the State and the Entity that:

ARTICLE II
PURPOSE

2.1 The purpose of this Agreement is to set forth the terms of administering the Project by FP&C. FP&C will administer this Project in accordance with the Non-State Entity Capital Outlay Administrative Guidelines, July 1999 ed., which is hereby made a part of this Agreement.

ARTICLE III
SCOPE

3.1 As provided in the Act, the State funds for this Project are limited to capital improvements for the Project, in the Parish, and in the amounts set forth in **Exhibits A and B**.

3.2 If the Entity enters into a contract prior to receipt of funding and prior to execution of a Cooperative Endeavor Agreement, then payments under such contracts are prohibited from capital outlay appropriations and are the sole responsibility of the Entity.

3.3 The Entity hereby acknowledges and confirms that this Project constitutes a **Public Purpose** and will fulfill a public need within the parish in which the Project is to be located, all in accordance with Article VII, Section 14 of the Constitution.

3.4 Allowable costs shall not include the operating expenses of the Entity. In no case shall the total of any of the allowable costs exceed the corresponding amount shown in **Exhibit A**.

ARTICLE IV
USE OF FUNDS

4.1 The Entity hereby acknowledges and agrees that the funds provided by the State to the Entity shall be used solely for the purposes authorized and permitted in the Act and in accordance with all provisions of law affecting the Project, as well as the constitutional and statutory restrictions on the use of State funds for public purposes. The Entity acknowledges that any funds not used in accordance with the terms of this Agreement and state law will be reimbursed to the State.

4.2 The Entity shall not execute any contracts or agreements that would expend or commit State funds in excess of the amount for which lines of credit were granted pursuant to the Act. The Entity shall be solely responsible for any amount that exceeds the amount appropriated by the State.

4.3 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity shall not take any action which would have the effect of impairing the tax exempt status of the Project Bonds. The Entity agrees that the proceeds will not be used directly or indirectly in any trade or business carried on by any person other than a governmental unit. The Entity further agrees that the proceeds will not be used directly or indirectly to provide a facility used by any person other than the Entity pursuant to a management contract, requirements contract or other arrangement granting, directly or indirectly, an interest in such facility to a person other than the Entity, unless the State receives an opinion from a nationally recognized bond counsel that such contract will not adversely affect the tax-exempt status of the Project Bonds.

4.4 The Entity shall make no changes in its local laws or charter which would allow use of the Project for any purpose other than a public purpose.

ARTICLE V **ADMINISTRATIVE COSTS**

5.1 Notwithstanding any provision of this contract to the contrary, FP&C may use up to six percent of each State fund line item contained herein for costs associated with administering the Project, all in accordance with the provisions of the Act.

ARTICLE VI **PUBLIC BID LAWS**

6.1 The Entity will solicit bids for the services, labor and materials needed to construct said Project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, *et seq.*, applicable to political subdivisions of the State. The Entity will also keep a procurement file relative to the necessary acquisition of services, labor and materials needed to complete said Project which will be subject to review by the State at any time.

ARTICLE VII **COORDINATION**

7.1 It is the responsibility of the Entity to administer the Project according to all applicable laws, rules and regulations and to ensure that the work is the best obtainable within established trade practice. The submittal of documentation to FP&C as required by this Agreement shall be for the purpose of verifying that the funds are spent in accordance with this Agreement and the

applicable legislation, providing evidence of the progress of the Project and verifying that such documentation is being produced. FP&C will not provide extensive document review for the Project or take the responsibility for determining whether or not this documentation is complete and accurate.

7.2 The participation by FP&C in the Project shall in no way be construed to make FP&C a party to any contract between the Entity and its contractors.

ARTICLE VIII **CHANGE ORDERS**

8.1 A change order for the Project shall be subject to the approval of FP&C. However, as per R.S. 39:126, a change order in excess of *One Hundred Thousand Dollars (\$100,000)*, increase or decrease, shall also require the approval of the Joint Legislative Committee on the Budget and the Commissioner of Administration or his designee. Any change order in excess of fifty thousand dollars but less than one hundred thousand dollars shall be submitted to the Joint Legislative Committee on the Budget for review but shall not require committee approval.

ARTICLE IX **HOLD HARMLESS AND INDEMNITY**

9.1 The Entity agrees and obligates itself, its successors and assigns to defend, indemnify and save harmless and provide a defense for the State, 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, attorneys 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 the Entity or any of the above, growing out of, resulting from or by reason of any violation of the requirements of the Act and OBA or any other State law, or any negligent act or omission, operation or work of the Entity, its employees, servants, contractors or any person engaged upon or in connection with the engineering services, construction and construction engineering required or performed by the Entity 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.

9.2 Nothing herein is intended, nor shall be deemed to create a third party beneficiary to or for any obligation by FP&C herein or to authorize any third person to have any action against FP&C arising out of this Agreement.

ARTICLE X **DISBURSEMENT OF FUNDS**

10.1 After execution of this Agreement in accordance with the terms hereof and the Act, the State, through FP&C, shall provide the Entity, identified under the Federal Tax Identification Number as set forth on **Exhibit A**, with funds on an *as-needed* basis as approved by FP&C, but not to exceed the total Capital Outlay Cash, less Escrow and FP&C Administration fee, as set forth in **Exhibit A**. **The Entity shall not be entitled to reimbursement of any expenditures made prior to the issuance of a cash line of credit or receipt of cash funding.**

10.2 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity agrees to use its best efforts to expend all of the funds subject to this Agreement within two (2) years from the date of the issuance of the Bonds. FP&C agrees that it will notify the Entity of the date the Bonds are issued within one (1) month from the issuance thereof. The Entity understands and agrees that if the funds subject to this Agreement are not totally expended within two (2) years from the issuance of the Bonds, FP&C can close the Project and recommend that the Legislature reallocate any unexpended proceeds to other projects.

10.3 The Entity recognizes and agrees that the receipt of the State monies is contingent upon the receipt, pledge and expenditure of Local/Federal Matching Funds by the Entity in the amount stated in **Exhibit A**. The Entity acknowledges and agrees that the requisite amount of matching funds has been received, pledged, and/or expended on the Project.

10.4 In the event funds subject to this Agreement represent a non-cash line of credit as set forth in **Exhibit A**, the Entity understands that the funds so designated represent a non-cash line of credit and that no monies can be withdrawn from the Treasury for the non-cash line of credit unless and until the Bond Commission has either issued bonds or a cash line of credit therefor, and the Agreement is amended to provide for the disbursement thereof.

ARTICLE XI **OWNERSHIP OF PROPERTY**

11.1 The Entity hereby covenants that it owns, will acquire title to, or obtain servitudes for the property upon which the Project is to be located and that it shall not, while any of the Project Bonds remain outstanding, or during the term of this Agreement, transfer, convey, sell, mortgage, assign or otherwise alienate its ownership or servitude rights in the land or real property and appurtenances which constitute the Project. Projects to be located by permits on existing property of the State or a political subdivision of the State are exempt from these ownership requirements.

ARTICLE XII
INSURANCE

12.1 If State funds for this project are used in whole or in part towards construction of fixed insurable improvements, then upon completion of construction, the Entity shall, for the term of this agreement, maintain or cause to be maintained property insurance issued by a company or companies admitted to do business in the State of Louisiana, in an amount equal to 100% of the replacement cost of such improvements.

12.2 If the property is located in a Special Flood Hazard Area, flood insurance equal to 100% of the value of the building or up to a minimum of \$500,000 as allowed by National Flood Insurance Program (NFIP) shall be obtained on this property. This includes properties shown on a Flood Insurance Rate Map (FIRM) issued by FEMA as Zone A, AO, A1-30, AE, A99, AH, VO, V1-30, VE, V, ZM, or E.

ARTICLE XIII
PLEDGE OF LEASE REVENUES

13.1 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity hereby covenants and agrees that it shall not, while any portion of the Project Bonds issued by the State to fund the Project remain outstanding, enter into any agreement or otherwise covenant to directly pledge to the State any lease revenues from any lessee, its successors or assigns, for the payment of principal, interest or other requirements with respect to the Project Bonds, nor shall the Entity deposit any such lease revenues into the Bond Security and Redemption Fund of the State.

ARTICLE XIV
TERM

14.1 The provisions of this Agreement shall be effective from the date of execution hereof and shall be binding upon all parties and shall remain in effect until FP&C determines that the project(s) for which funds are appropriated is completed or for as long as any Bonds issued for the Project, or any refunding bonds therefore, remain outstanding.

ARTICLE XV
TERMINATION

15.1 FP&C may terminate this Agreement for cause based upon the failure of Entity to totally spend all funds subject to this agreement within two years from the execution of this agreement or, if applicable, within two years from the issuance of any bonds or for any act by the Entity that the State determines to be illegal.

15.2 FP&C may terminate this Agreement at any time without penalty by giving thirty (30) days written notice to the Entity of such termination. Entity shall be entitled to payment for deliverables in progress to the extent work has been approved by FP&C and subject to the availability of funds.

ARTICLE XVI
AVAILABILITY OF FUNDS

16.1 The availability of funds set forth in the attached Exhibit A are subject to and contingent upon appropriation of funds by the legislature and, if applicable, issuance of a line of credit by the State Bond Commission.

ARTICLE XVII
ASSIGNMENT

17.1 Entity shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the FP&C.

ARTICLE XVIII
AUDIT

18.1 As provided in the Act, the Entity agrees to comply with the provisions of R.S. 24:513. The Act provides that no funds shall be released or provided to the Entity if, when and for as long as the Entity fails or refuses to comply with R.S. 24:513.

18.2 The Entity shall maintain appropriate financial records, and the State reserves the right to audit these records or require the Entity to provide an audit at any time.

ARTICLE XIX
REQUIRED MATCH

19.1 Pursuant to LA R.S. 39:112(E)(2), Entity agrees to provide a match of not less than twenty-five (25) percent of the total requested amount of funding except as provided in LA R.S. 39:112(E)(2)(a) or (b).

ARTICLE XX
AMENDMENT OF AGREEMENT

20.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties.

THUS DONE AND SIGNED, this _____ day of _____, 2009,
at _____, Louisiana.

WITNESSES:

STATE OF LOUISIANA

By:

JOHN L. DAVIS, DIRECTOR
FACILITY PLANNING & CONTROL
DIVISION OF ADMINISTRATION

THUS DONE AND SIGNED, this 23rd day of November, 2009,
at Natchitoches, Louisiana.

WITNESSES:

CITY OF NATCHITOCHEs

By:

Curt L. Sledge
Stacy M. McFueary

Wayne McCullen
WAYNE MCCULLEN
MAYOR

EXHIBIT A

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE STATE OF LOUISIANA and
CITY OF NATCHITOCHEs
South Natchitoches Drainage Improvements, Planning and Construction
(Natchitoches)
FP&C Project No. 50-MK9-09-01**

COSTS AND FUNDS THIS AGREEMENT (\$):

COST CATEGORIES	CAPITAL OUTLAY CASH	NON-CASH LINE OF CREDIT	OTHER	TOTAL
REAL ESTATE				\$ -
PLANNING	\$ 49,000		\$ 16,667	\$ 65,667
CONSTRUCTION				\$ -
MISC				\$ -
EQUIPMENT				\$ -
ESCROW				\$ -
FP&C ADMIN	\$ 1,000			\$ 1,000
TOTAL COSTS	\$ 50,000	\$ -	\$ 16,667	\$ 66,667

Federal Tax Identification No. for Entity: 72-6000931

1. Planning Costs shall not exceed 10% of Construction Costs. Miscellaneous Costs shall not exceed 5% of Construction Costs.
2. Capital Outlay Cash includes General Funds, NRP Bonds, Cash Line of Credit and/or Bonds sold.
3. Estimated Cost of Construction is \$750,000 per the 2009-2010 Capital Outlay Request.

EXHIBIT B

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE STATE OF LOUISIANA and
CITY OF NATCHITOCHES
South Natchitoches Drainage Improvements, Planning and Construction
(Natchitoches)
FP&C Project No. 50-MK9-09-01**

State of Louisiana-ISIS Financial System-State Funding Summary

ACT #	YEAR	DESCRIPTION	STATE CASH	STATE NON-CASH LINE OF CREDIT	TOTAL STATE FUNDING
20	2009	G.O. Bonds LOC	50,000		\$ 50,000
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
TOTAL			\$ 50,000	\$ -	\$ 50,000

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

ORDINANCE NO. 075 OF 2009

AN ORDINANCE APPROVING AND CONSENTING TO THE GRANTING OF A MORTGAGE BY PILGRIM'S PRIDE CORPORATION IN FAVOR OF COBANK, ACB, OF ITS LEASEHOLD INTEREST IN THOSE FACILITIES LOCATED ON LOUISIANA HIGHWAY 1 BY-PASS, INCLUDING THOSE PROPERTIES COMMONLY REFERRED TO AS THE FEED MILL, THE PROCESSING PLANT AND THE INCUBATOR SITE (HATCHERY), AND AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs TO EXECUTE THOSE DOCUMENTS NECESSARY TO EVIDENCE THE CONSENT OF THE CITY OF NATCHITOCHEs

WHEREAS, the City of Natchitoches, State of Louisiana (the "Issuer") authorized the issuance of \$18,000,000.00 of taxable revenue bonds on July 25, 2005, and increased the principal amount of the bonds to \$25,000,000.00 on May 8, 2006 for the acquisition, construction and equipping of a feed mill and related facilities to be located in the City of Natchitoches, Louisiana (the "Project"); and

WHEREAS FURTHER, on June 21, 2006 the Issuer issued its \$25,000,000.00 Taxable Revenue Bonds (Pilgrim's Pride Corporation Project) Series 2005 (the "Bonds") pursuant to an Indenture of Mortgage and Pledge dated as of December 1, 2005, as amended and supplemented by a First Supplemental Indenture of Trust dated as of June 1, 2006 (collectively, the "Indenture") by and between the Issuer and Hancock Bank of Louisiana, in the City of Metairie, Louisiana, (the "Trustee"), and a Lease Agreement dated as of December 1, 2005, as amended and supplemented by a First Supplemental Lease Agreement dated as of June 1, 2006 (collectively, the "Agreement"), by and between the Issuer and Pilgrim's Pride Corporation, a Delaware corporation (the "Company") to finance the costs of the Project; and

WHEREAS FURTHER, to re-finance the costs of the Project, a Fee and Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Leasehold Mortgage") will be executed by Pilgrim's Pride Corporation in favor of CoBank, ACB, as Administrative Agent. Whereas, further to re-finance the costs of the Project a Credit Agreement will be entered into by and among Pilgrim's Pride Corporation, To-Ricos, Ltd., and To-Ricos Distribution, Ltd., and CoBank, ACB, as Administrative Agent. The Leasehold Mortgage requires the intervention of the Issuer; and

WHEREAS FURTHER, the Company desires to enter into the Leasehold Mortgage; and

WHEREAS FURTHER, the Issuer desires to assist the Company in the manner requested and authorize the Mayor to intervene in the Leasehold Mortgage and any and all documents in connection therewith.

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

SECTION 1: The City Council of the City of Natchitoches, Louisiana, does hereby approve and authorize the Mayor of the City of Natchitoches, Wayne McCullen, to intervene in the Fee and Leasehold Mortgage, Assignment of Leases

and Rents, Security Agreement and Fixture Filing which will be entered into by and among Pilgrim's Pride Corporation, To-Ricos, Ltd., and To-Ricos Distribution, Ltd., and CoBank, ACB, as Administrative Agent in substantially the form attached hereto and any and all documents necessary or desirable to accomplish the intent hereof.

SECTION 2: 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.

SECTION 3: That this Ordinance shall go into effect immediately after publication according to law.

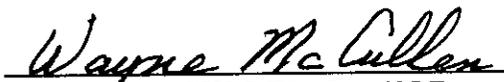
SECTION 4: That all Ordinances in conflict herewith are hereby repealed.

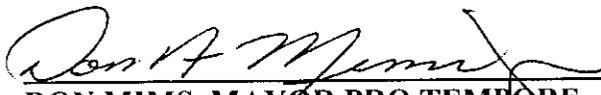
SECTION 5: That this Ordinance be advertised in accordance with law.

That this Ordinance be declared **INTRODUCED** at a Regular Meeting of the City Council on November 9, 2009, advertised in accordance with law and that a public hearing be held on the 23rd day of November, 2009.

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

THEREUPON, the Mayor declared the Ordinance **PASSED** this 23rd day of November, 2009 by a vote of 5 ayes to 0 nays.


WAYNE McCULLEN, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 24th day of November, 2009 at 10:00 A.M.

Mr. Pat Jones presented the Finance Report, a copy of which is attached.

CITY OF NATCHITOCHEES
 GENERAL FUND BUDGET REPORT
 AS OF OCTOBER 31, 2009

	CURRENT MONTH				YEAR TO DATE			
	TOTAL BUDGET 09/10 FY	MONTHLY BUDGET *1	ACTUAL	(OVER) UNDER BUDGET	YTD ACTUAL	ENCUMBRANCES	UNREALIZED AVAILABLE BALANCE	PERCENT RECEIVED/EXPENSED
REVENUE	12,889,201	1,074,100	473,417	(600,683.57)	3,954,056		8,935,145	30.68%
EXPENDITURES								
DEPARTMENT:								
CITY HALL / FINANCE	516,744	43,062	36,716	6,345.76	179,258	16	337,470	34.69%
COMMUNITY DEVELOPMENT	525,612	43,801	50,887	(7,086.21)	208,728	6,289	310,595	40.91%
PLANNING & ZONING	175,606	14,634	19,550	(4,916.39)	70,032	0	105,574	39.88%
FIRE DEPARTMENT	2,404,358	200,363	175,235	25,128.53	866,509	2,663	1,535,186	36.15%
POLICE DEPARTMENT	3,860,834	321,736	248,122	73,614.19	1,300,613	10,145	2,550,076	33.95%
ANIMAL SHELTER	131,382	10,949	6,228	4,721.00	40,967	375	90,040	31.47%
PURCHASING	328,683	27,390	24,442	2,948.31	103,381	69	225,233	31.47%
CITY GARAGE	203,372	16,948	11,925	5,022.41	65,164	193	138,015	32.14%
RECREATION *2	886,447	73,871	61,194	12,677.01	418,453	2,194	465,800	47.45%
PUBLIC WORKS	1,454,994	121,250	106,503	14,746.82	531,533	559	922,902	36.57%
INDIRECT EXPENSE	2,191,385	182,615	124,359	58,256.47	878,891	9,161	1,303,334	40.52%
PROGRAMMING & PROMOTIONS	209,784	17,482	19,608	(2,125.81)	71,573	1,896	136,315	35.02%
TOTAL GENERAL FUND	12,889,201	1,074,100	884,768	189,332.08	4,735,102	33,559	8,120,539	37.00%

FOOTNOTES:

*1 - 1/12th OF TOTAL BUDGET

*2 - SEASONAL ACTIVITY

% BUDGET YEAR ELAPSED 42%

% BUDGET EXPENDED 37%

**CITY OF NATCHITOCHEES
UTILITY (PROPRIETARY) FUND BUDGET REPORT
AS OF OCTOBER 31, 2009**

	CURRENT MONTH				YEAR TO DATE			
	TOTAL BUDGET 09/10_FY	MONTHLY BUDGET *1	ACTUAL	(OVER) UNDER BUDGET	YTD ACTUAL	ENCUM- BRANCES	UNREALIZED / AVAILABLE BALANCE	PERCENT RECEIVED/ EXPENSED
REVENUE	39,420,101	3,285,008	2,384,759	(900,249.86)	13,150,729		26,269,372	33.36%
EXPENDITURES								
DEPARTMENT:								
UTILITY ADMINISTRATION	335,116	27,926	18,530	9,396.01	100,926	1,923	232,266	30.69%
WATER	1,667,740	138,978	112,934	26,044.29	731,286	22,208	914,246	45.18%
SEWER	1,461,365	121,780	80,354	41,426.28	473,679	4,194	983,491	32.70%
ELECTRIC	26,402,751	2,200,229	1,544,251	655,978.65	7,250,352	1,315,245	17,837,154	32.44%
UTILITY BILLING/IT	963,229	80,269	113,139	(32,869.98)	449,818	49,719	463,692	51.86%
INDIRECT	8,589,900	715,825	925,827	(210,002.04)	3,597,469	2,230	4,990,201	41.91%
TOTAL UTILITY FUND	39,420,101	3,285,008	2,795,035	489,973.22	12,603,531	1,395,519	25,421,051	35.51%

FOOTNOTES:

*1 - 1/12th OF TOTAL BUDGET

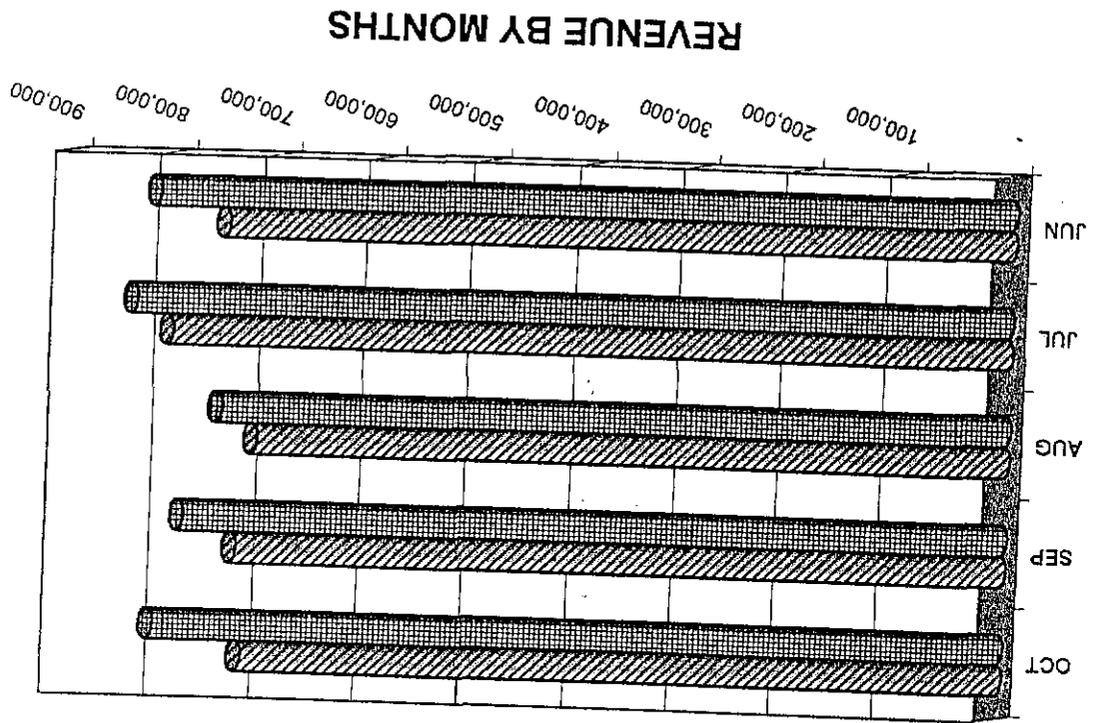
% BUDGET YEAR ELAPSED

42%

% BUDGET EXPENDED

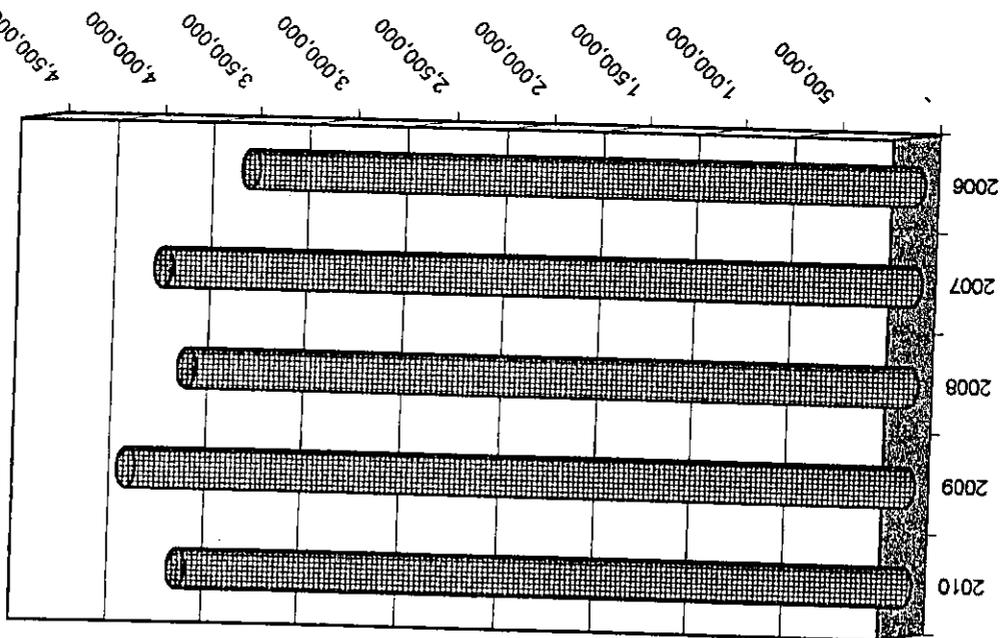
36%

CITY OF NATCHITOCHEES FISCAL YEAR SALES TAX COLLECTIONS



PERIOD	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	DIFF 09/10	DIFF %
JUN	606,929	683,469	693,346	821,444	754,700	(66,744)	-8.13%
JUL	766,375	1,014,779	839,047	841,099	805,871	(35,228)	-4.19%
AUG	616,094	682,175	690,531	758,211	723,797	(34,414)	-4.54%
SEP	648,089	737,227	739,716	791,864	741,017	(50,847)	-6.42%
OCT	785,709	749,522	769,740	818,505	733,485	(85,020)	-10.39%

CITY OF NATCHITOCHEES FISCAL YEAR SALES TAX COLLECTIONS



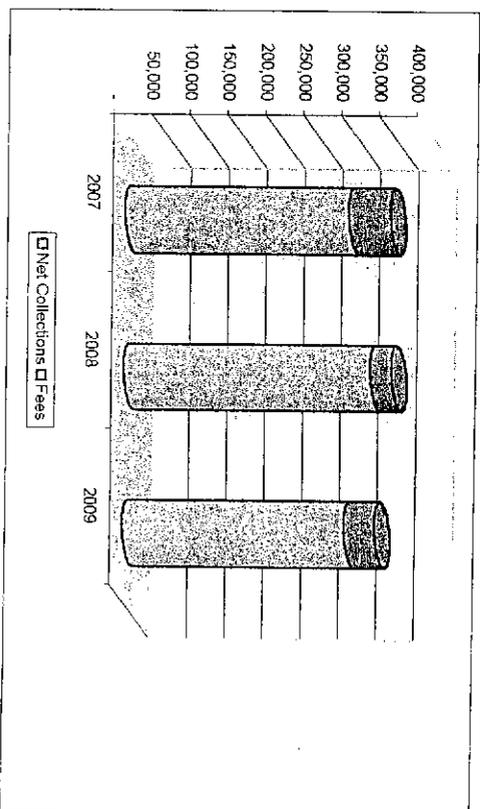
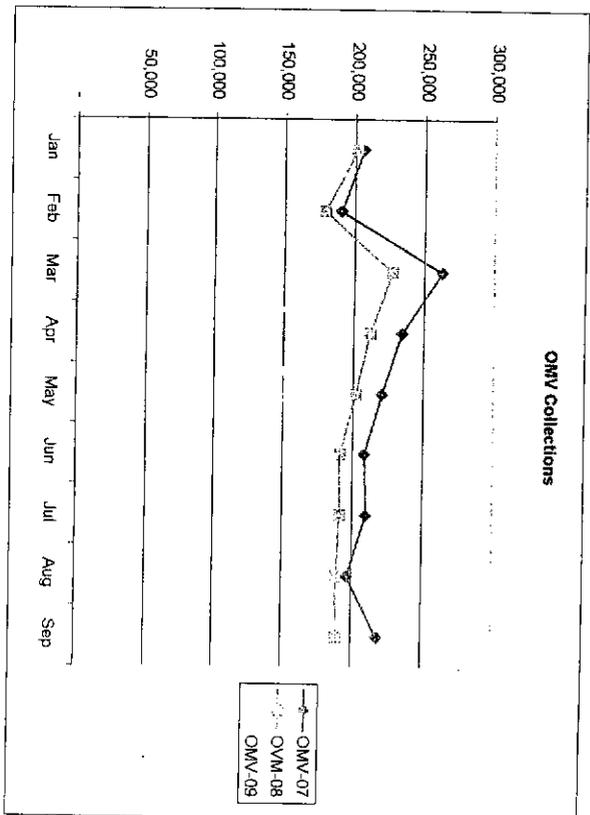
PERIOD	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	DIFF 09/10	DIFF %
JUN	606,929	683,469	693,346	821,444	754,700	(66,744)	-8.13%
JUL	1,373,304	1,698,248	1,532,393	1,662,543	1,560,571	(101,972)	-6.13%
AUG	1,989,398	2,380,423	2,222,924	2,420,754	2,284,368	(136,386)	-5.63%
SEP	2,637,487	3,117,650	2,962,640	3,212,618	3,025,385	(187,233)	-5.83%
OCT	3,423,196	3,867,172	3,732,380	4,031,123	3,758,870	(272,253)	-6.75%

Natchitoches Tax Commission LA Department of Motor Vehicles Sales

Month/ Year	2007	2008	2009	08 vs 09	07 vs 09
Jan	205,906.12	201,560.45	132,533.23	-34.25%	-35.63%
Feb	190,160.24	178,810.91	129,201.16	-27.74%	-32.06%
Mar	262,641.45	226,718.98	140,633.11	-37.97%	-46.45%
Apr	234,183.01	211,634.80	155,345.06	-26.60%	-33.67%
May	220,371.51	201,978.41	146,560.54	-27.44%	-33.49%
Jun	208,173.72	190,517.62	176,221.17	-7.50%	-15.35%
Jul	209,688.84	191,265.14	162,474.98	-15.05%	-22.52%
Aug	196,815.28	188,981.15	156,865.17	-16.99%	-20.30%
Sep	218,456.00	189,492.42	166,099.20	-12.35%	-23.97%
Oct	-	-	-	-	-
Nov	-	-	-	-	-
Dec	-	-	-	-	-
Total 2007	\$ 1,946,396.17	\$ 1,780,959.88	\$ 1,365,933.62	-23.30%	-29.82%

Natchitoches Tax Commission Audit Collections

Year	2007	2008	2009	08 vs 09	07 vs 09
Collections	350,773.00	353,910.00	333,801.00	-5.66%	-4.84%
Fees	54,943.00	28,315.00	40,470.00	42.93%	-26.34%
Net Collections	295,830.00	325,595.00	293,331.00	-9.91%	-0.84%



The meeting continued with Resolutions, as follows:

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

RESOLUTION NO 128 OF 2008

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER
INTO A CONTRACT WITH CUNNINGHAM AGENCY, INC.
FOR THE AIRPORT LIABILITY INSURANCE
FOR THE CITY OF NATCHITOCHES**

WHEREAS, the Insurance Committee has reviewed the proposals submitted for the Airport Liability Insurance for the City of Natchitoches and recommend the contract be awarded to Cunningham Agency, Inc. of Louisiana with an annual premium of \$5,650.00 for the period January 10, 2010 through January 9, 2011.

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

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

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

THEREUPON, the Mayor, Wayne McCullen, declared the Resolution passed by a vote of 5 ayes to 0 nays, this the 23rd day of November, 2009.


MAYOR WAYNE McCULLEN

RESOLUTION NO. 129 OF 2009

**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**

The *City of Natchitoches* of the Parish of Natchitoches met in regular session on this date. The following resolution was offered by Jack McCain and seconded by Mr. Mims 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 for obstruction removal; 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

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 935-01-0032, more fully identified in the Agreement attached hereto.

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

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

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

WHEREUPON, the Resolution was declared adopted on the 23rd day of November, 2009.

City of Natchitoches

BY: Wayne McCullen
Wayne McCullen

TITLE: Mayor

ATTEST:
Carol S. Steadman
Carol Steadman

TITLE: Clerk

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

AGREEMENT

STATE PROJECT NO. 935-01-0032
OBSTRUCTION REMOVAL RUNWAY 7/25
NATCHITOCHEES REGIONAL AIRPORT
NATCHITOCHEES PARISH

THIS AGREEMENT, made and executed in three (3) original copies on this _____ day of _____, 2009, by and between the Louisiana Department of Transportation and Development, hereinafter referred to as "DOTD", and the City of Natchitoches, a political subdivision of the State of Louisiana, responsible for all matters pertaining to the Natchitoches Regional Airport, hereinafter referred to as "Sponsor";

WITNESSETH: That;

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

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

WHEREAS, the Louisiana Legislature has granted approval of the project as listed as "Obstruction Removal" funds in the 2009-2010 Aviation Needs and Project Priority Program; and

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

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

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

ARTICLE I - PROJECT DESCRIPTION

The improvement that is to be undertaken under this project will consist generally of obstruction removal for approach and transitional surfaces for runway 7/25.

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

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

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

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

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 funded with DOTD contributing an amount not to exceed \$65,000.00. 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.

ARTICLE V – TAXES

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

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.

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

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

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.**

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.

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

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

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

ARTICLE IX – REAL PROPERTY ACQUISITION

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

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

ARTICLE X - BID PROCESS

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

Sponsor shall solicit bids for the services, labor and materials needed to construct the project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, et

seq., applicable to political subdivisions of the State. Sponsor shall also keep a procurement file relative to the necessary acquisition of services, labor and materials needed to complete the project. DOTD may request review of the documents at any time. Sponsor shall maintain copies of the three lowest bidders' proposal sheets and bid bonds. The Sponsor shall also maintain:

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

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

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

ARTICLE XI – CONSTRUCTION

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

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

The Sponsor is responsible for maintaining project construction records in accordance with DOTD standards for a minimum of three (3) years. All construction directives, procedures, and

documents of pay records shall be available for inspection by DOTD.

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

ARTICLE XII – CIVIL RIGHTS

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.

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

ARTICLE XIII – DBE REQUIREMENTS

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 applies to this project.

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.

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.

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.

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

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

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

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

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

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

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

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

DOTD will not approve the Sponsor's request for the final reimbursement until each of the

above items are received and are satisfactorily completed.

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

ARTICLE XV - OPERATION & MAINTENANCE RESPONSIBILITY

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

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

ARTICLE XVI – HOLD HARMLESS AND INDEMNITY

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.

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

ARTICLE XVII – CANCELLATION

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.
3. By DOTD due to the lack of available State funding for the project.

ARTICLE XVIII – AMENDMENT

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.

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

WITNESSES:

CITY OF NATCHITOCHEs

Carl S. Steadman
(Witness for First Party)

BY: Wayne McCullen
(Signature)

Stacy M. McCreary
(Witness for First Party)

Wayne McCullen
Typed or Printed Name

Mayor
Title

72 6000931
Sponsor's Federal Identification Number

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

(Witness for Second Party)

BY: _____
Acting Assistant Secretary Public
Works & Intermodal Transportation

(Witness for Second Party)

RECOMMENDED FOR APPROVAL

BY: _____
Acting Deputy Assistant Secretary
Intermodal Transportation

APPROVED AS TO FORM

BY: _____
Aviation Division

BY: _____
Aviation Division

The Mayor asked if there was any further business to be brought before the Council.

Ms. Morrow noted that SWEPCO is purchasing Valley Electric, and said it seems that their rates will be much lower than the previous company. She asked why the City can't look at obtaining a company with cheaper rates for the City. She said she has spoken to a representative from Valley Electric, and there are some companies out there that would be able to serve the City of Natchitoches. She said since we will be renewing our contract later on with CLECO, we need to be looking at some other avenues.

Ms. Morrow also brought up the need to move the bricks at the corner of Lafayette Street before the Christmas Festival. The Mayor advised that those are on private property. Ms. Morrow said the City should be concerned about the safety aspect because children are playing down there, and throwing the bricks. She said if someone would let her know who the owner of the property is, she, as a Councilperson, will talk with them. Ms. Fowler advised that the property belongs to Ken Starks. Mr. McCain asked if it is appropriate for Ms. Morrow to speak with Mr. Starks since we are in litigation with his company. Mr. Ronald Corkern, City Attorney, said that as long as she confines the visit to a request that he remove the bricks, he sees no problem.

There being no further business, Mr. Nieslen made a motion to adjourn the meeting, Mr. Payne seconded the motion, and the meeting was adjourned at 8:30 p.m.


MAYOR WAYNE McCULLEN


MAYOR PRO TEMPORE