

CITY COUNCIL - PRE-MEETING 6:30 P.M. TO 7:00 P.M.

Natchitoches City Council will have a pre-council meeting beginning at 6:30 p.m. and ending at 7:00 p.m. to discuss any non-agenda items. The City Council meeting will begin promptly at 7:00 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings.

**NATCHITOCHEs CITY COUNCIL MEETING
OCTOBER 10, 2011
7:00 P.M.**

A G E N D A

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF SEPTEMBER 26, 2011**
5. **APPRECIATION:** Michael Sesvold and Jon McCart for their Urban Search and Rescue Response in Tuscaloosa, Alabama (Fire Marshal Browning, Chief Dennie Boyt)
6. **PROCLAMATIONS:**
 - #114 Morrow** Resolution declaring the Month of October as Domestic Violence Awareness Month (Accepting-Melody Minturn)
 - #115 Payne** Resolution Declaring October 9 Through October 15, 2011 as Fire Prevention Week (Accepting-Chief Dennie Boyt)
 - #116 Nielsen** Resolution Declaring October 13, 2011 as "Paint the Town Purple Day" and October 10 Through October 15, 2011 as "Homecoming Week" at Northwestern State University (Accepting-Tara Luck, SGA President and Shaquille Broussard, SAB President)
7. **BIDS – AWARD:**
 - #057 McCain** Ordinance Authorizing The Mayor of the City of Natchitoches To **AWARD** The Bid For The Ducournau Paving And Drainage Project (Bid No. 0522)
Committee: Pat Jones, Edd Lee, Don Mims, Mike Braxton, Randal Smoak
8. **BIDS – ADVERTISE:**
 - #117 Mims** Resolution Authorizing The Mayor To **ADVERTISE** And Accept Bids For Water System Improvements, Additional Pump For Alternate Water Supply At Bayou Pierre (Bid No. 0525)
Committee: Pat Jones, Edd Lee, Jack McCain, Bryan Wimberly, Norman Nassif
9. **PLANNING & ZONING – INTRODUCTION:**
 - #056 Mims** Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows:
Lot Northwest Corner Of Jefferson And Sidney Streets, Having A Front Of 83.5 Feet On Jefferson Street And By A Depth Of 165 Feet On Sidney Street From R-2 To R-2 Special Exception To Operate A Bed & Breakfast (200 Jefferson Street, Mary J. Coleman, Council District #2)

10. **ORDINANCES – INTRODUCTION:**

#055 McCain Ordinance Authorizing The City To Sell One Three Phase Kuhlman Power Transformer Located At The Dixie Street Substation To Noelle Consulting, LLC, Setting The Terms And Conditions Of Same, And Authorizing The Execution Of The Act Of Sale By The Mayor, Wayne McCullen, After Due Compliance With The Law, And Further Providing For Advertising Of The Sale And An Effective Date

11. **ORDINANCES - FINAL:**

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

12. **RESOLUTIONS:**

#112 Morrow Resolution Addressing Administrative Aspects Of The Proposed FY 2012 – FY 2013 Louisiana Community Development Block Grant Project

13. **#113 Payne** Resolution Addressing Engineering Aspects Of The Proposed FY 2012 - FY 2013 Louisiana Community Development Block Grant Project

14. **ANNOUNCEMENTS**

15. **ADJOURNMENT**

NOTICE TO THE PUBLIC

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

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

**PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,
REGULAR MEETING HELD ON
MONDAY, OCTOBER 10, 2011, 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, October 10, 2011, at 7:00 p.m.

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

Absent: None

The Mayor asked to keep the families of W.D. Braxton, Harold Melder and Jack Farmer in their prayers.

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

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

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

The Mayor welcomed Chief Denny Boyt and Fire Marshall Browning to make a presentation to Michael Sesvold and Jon McCart for their Urban Search and Rescue Response in Tuscaloosa, Alabama.

Mr. Denny Boyt stated that they are honored to have the Fire Marshall present. He went on to state that their department participated in Region 6 Urban Search and Rescue and two of their guys, Michael Sesvold and Jon McCart, were tasked to go to Tuscaloosa in May. The firemen spent three to four days there and had great results.

Fire Marshall Browning thanked the Mayor and the Council for what they do. He stated that Natchitoches is one of the shining stars he gets to travel to. He went on to state that with that said, Govern Jindal understood that they did not have Urban Search and Rescue in the State of Louisiana and being a fire chief during Hurricane Katrina he knew the plights that they had in their city and he had not heard of search and rescue and required them to come from other states. He said that he was tasked with getting Urban Search and Rescue in the State of Louisiana and wanted the Fire Marshall to administer it and within two years they had it. He wanted to congratulate Natchitoches in having a part in Urban Search and Rescue in the State of Louisiana. He said they deployed 135 firefighters from 17 fire departments, Natchitoches being one, to Tuscaloosa on the heels of the devastating tornado. He continued by saying that they wanted to come today to show appreciation to the two Natchitoches firefighters and to thank them for supporting them being on their team. He then called up Michael Sesvold and Jon McCart and thanked them for their work and presented them with a certificate.

The Mayor stated that he was certainly proud of Michael and Jon. He went on to state that they are two of the finest in the City of Natchitoches. He stated that he is even prouder of them in the fact that they can go at a minutes notice and be so valuable in the search and rescue.

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

RESOLUTION NO. 114 OF 2011

PROCLAMATION

DOMESTIC VIOLENCE AWARENESS MONTH

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

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

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

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

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

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

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

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

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

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

THEREUPON, Mayor Wayne McCullen declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 10th day of October, 2011.



WAYNE McCULLEN, MAYOR

Ms. Morrow declared October as Domestic Violence Awareness Month and awarded a proclamation to Ms. Melody Minturn and stated that she was proud to have her in Natchitoches and that they do an excellent job.

Ms. Melody Minturn thanked the Mayor and everyone responsible for the proclamation and stated that even though 75 % of Americans know someone that has been involved in domestic violence it can seem like it happens to other people. She went on to say that this year alone they've had 581 survivors of domestic violence go through the shelter and 100 of them spent the night for as long as they needed. She went on say that it would not have been possible without the support of Natchitoches. She stated that they have their annual Cochon de lait on October 20th that everyone was invited to.

The Mayor stated that he appreciated the effort and hard work that she puts into providing a shelter in Natchitoches.

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

RESOLUTION NO. 115 OF 2011

**RESOLUTION DECLARING OCTOBER 9 THROUGH
OCTOBER 15, 2011 AS FIRE PREVENTION WEEK**

WHEREAS, in 1922, President Warren G. Harding proclaimed the first Fire Prevention Week as the week that includes the date of October 9, the anniversary of the Great Chicago Fire of 1871, to be National Fire Prevention Week; and

WHEREAS, according to the United States Fire Administration, most fire deaths occur during the winter months, December through February, as a direct result of poorly installed, maintained or misused portable heating equipment; and

WHEREAS, the Natchitoches Fire Department responds to approximately 2,000 emergency incidents annually involving a threat to life, property and/or our environment; and

WHEREAS, Natchitoches' firefighters are dedicated to reducing the occurrence of home fires and home fire injuries by acknowledging Fire Prevention Week as the beginning of their fire prevention, education and safety campaign which will last throughout the year; and

WHEREAS, the residents of Natchitoches are responsive to Public Fire Education measures and are able to take personal steps to increase their safety from fire; and

WHEREAS, the theme for Fire Prevention Week 2011 is, "**PROTECT YOUR FAMILY FROM FIRE**"; effectively serves to remind us all of the simple actions we can take to stay safer from fire year round; and

WHEREAS, this week commemorates the Great Chicago Fire of 1871, which killed more than 250 persons, left 100,000 homeless and destroyed more than 17,400 buildings, and serves as the motivating force to bring the people of Natchitoches together to build a safer community.

THEREFORE, I, Wayne McCullen, Mayor, do hereby proclaim October 9 through October 15, 2011 as **Fire Prevention Week** throughout this city, and I urge all the people of Natchitoches to heed the important safety messages of Fire Prevention Week 2011, and to support the many public safety activities and efforts of the Natchitoches Fire Department.

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

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

THEREUPON, Mayor Wayne McCullen declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 10th day of October, 2011.



WAYNE McCULLEN, MAYOR

Councilman Payne declared October 9th through October 15th as Fire Prevention Week and awarded the proclamation to Fire Chief Dennie Boyt.

Fire Chief Dennie Boyt stated that Fire Prevention Week is a very important time of the year for them to educate the public. He introduced Assistant Chief Alan Stanfield, Jon McCart, Michael Sesvold, Keith Scoggins, Captain Joe Soloman and Mark Scott and stated that they do a great job and he is very proud of them and the Chief thanked the City for the proclamation.

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

RESOLUTION NO. 116 OF 2011

PROCLAMATION DECLARING OCTOBER 13, 2011 AS "PAINT THE TOWN PURPLE DAY" AND OCTOBER 10 THROUGH 15, 2011 AS "HOMECOMING WEEK" AT NORTHWESTERN STATE UNIVERSITY

WHEREAS, Northwestern State University's 2011 Homecoming Festivities will focus on the University's 127-year history, acknowledging the university's rich history while integrating new school traditions; and

WHEREAS, October 10 – 15, 2011 Northwestern State University will celebrate **Homecoming Week** and the City wishes to proclaim this as a time to generate school spirit throughout the City of Natchitoches and surrounding communities; and

WHEREAS, Thursday, October 13th is **Paint the Town Purple Day** and the City of Natchitoches encourages all citizens, businesses and organizations to support Northwestern State University by displaying purple and white during Homecoming Week and to join in the celebrations of our distinguished university; and

WHEREAS, NSU President Dr. Randall Webb, Head Football Coach Bradley Dale Peveto and all homecoming honorees would like city-wide support and attendance at day-long activities, pre-game and the homecoming football game, NSU versus Southeastern State University, on Saturday, October 15 2011.

NOW, THEREFORE, I, Wayne McCullen, Mayor, and the City Council of the City of Natchitoches, do hereby proclaim the week of October 10 through 15, 2011 as:

**NORTHWESTERN STATE UNIVERSITY
HOMECOMING WEEK**

And Thursday, October 13, 2011 as:

PAINT THE TOWN PURPLE DAY

In the City and Parish of Natchitoches and urge all citizens to join in the celebration of our Northwestern State University football team in the Homecoming Game scheduled Saturday, October 15, 2011.

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

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

THEREUPON, Mayor Wayne McCullen declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 10th day of October, 2011.



WAYNE McCULLEN, MAYOR

Councilman Nielsen declared October 13, 2011 as Paint the Town Purple Day and October 10th through 15th, as Homecoming week at Northwestern State University and awarded the Proclamation to SGA President Tara Luck and SAB President Shaquille Broussard.

Ms. Tara Luck thanked the Council for having them and introduced Shaq Broussard who is over homecoming and all of the activities.

Mr. Shaquille Broussard announced all of the festivities taking place homecoming week.

The Mayor stated that they like to think that they are great partners with NSU and most of them are Northwestern graduates and NSU is very close and dear to everyone's heart.

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

ORDINANCE NO. 057 OF 2011

A ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES TO AWARD THE BID FOR THE DUCOURNAU PAVING AND DRAINAGE PROJECT

(BID NO. 0522)

WHEREAS, by Resolution No. 92 of 2011 the Mayor was authorized to advertise for bids for the Ducournau Paving and Drainage Project (Bid No. 0522); and

WHEREAS, this bid was advertised in the *Natchitoches Times* on August 26, September 2 and September 9, 2011 in accordance with law; and

WHEREAS, three bid proposals were received and opened at a regularly scheduled City Council meeting on September 26, 2011 as follows:

- (1) F. J. Burnell, Inc.
Shreveport, LA\$332,202.90
- (2) Regional Construction, LLC
Natchitoches, LA..... \$334,658.80
- (3) Progressive Construction Co., LLC
Alexandria, LA.....\$349,891.90

WHEREAS, on October 5, 2011 the appointed committee members, Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Don Mims, Councilman at Large and Mike Braxton, Director of Public Works, and K. Randal Smoak of Cothorn, Graff, Smoak Engineering, Inc., reviewed the bids received; and

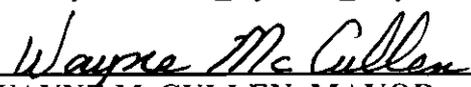
WHEREAS, the above appointed committee members unanimously recommend the City award the bid to the lowest bidder, **F. J. Burnell, Inc.** of Shreveport, Louisiana in the amount of 332,202.90.

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

THEREUPON, the Mayor declared the Ordinance **PASSED** this 10th day of October, 2011 by a vote of 5 ayes to 0 nays.


WAYNE McCULLEN, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 11th day of October, 2011 at 10:00 A.M.



CITY OF NATCHITOCHEES

Oldest Settlement in the Louisiana Purchase

OFFICE OF PURCHASING

Wayne McCullen
Mayor

Don Mims, Jr. **October 5, 2011**
Councilman At Large

Jack McCain, Jr.
Councilman
District 1 **Mayor Wayne McCullen**
City Hall

Dale Nielsen
Councilman
District 2 **Natchitoches, LA 71457**

Sylvia Morrow
Councilwoman
District 3 **Dear Mayor McCullen,**

Larry Payne
Councilman
District 4

The appointed committee of Pat Jones, Edd Lee, Mike Braxton and Don Mims, have reviewed the engineer's recommendation submitted by Mr. Randal Smoak, Professional Engineer, with Cothran, Graff, Smoak Engineering, Inc., Shreveport, LA, on Bid # 0522, for Ducournau Paving and Drainage Project.

The committee was unanimous in its decision to award the bid to the lowest bidder, F. J. Burnell Inc., Shreveport, LA, with a bid of \$332,202.90. The other bids received were from regional Construction, LLC, Natchitoches, LA, in the amount of \$334,658.80 and Progressive Construction Co., LLC, Alexandria, LA, in the amount of \$349,891.90.

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

We request ratification of this award at the City Council meeting on October 10, 2011.

Sincerely,


Pat Jones

Director of Finance


Edd Lee

Director of Purchasing


Don Mims

Councilman At Large


Mike Braxton

Director of Public Works



COTHREN, GRAFF, SMOAK ENGINEERING, INC.

CIVIL ♦ ENVIRONMENTAL ♦ SANITARY ♦ STRUCTURAL ♦ MECHANICAL ♦ ELECTRICAL

6305 Westport Avenue ♦ Shreveport, Louisiana 71129-2499

Phone: 318-687-3732 ♦ Fax: 318-687-1049

D.B. GRAFF, P.E., P.L.S.**
K. RANDAL SMOAK, P.E.*
DAVID C. WILKINSON, P.E.

CONSULTANT
S.M. COTHREN, P.E., P.L.S.*

*Also licensed Engineer in AR, MS, TX
**Also licensed Engineer in AL, TN

Natchitoches Office:
112 Horn Street
Natchitoches, LA 71457
Phone (318) 354-6888
Fax (318) 354-6888

October 4, 2011

Mr. Edd Lee, Director of Purchasing
City of Natchitoches
P. O. Box 37
Natchitoches, Louisiana 71458

Re: City of Natchitoches
Bid No. 0522
Ducournau Paving and
Drainage Project

Dear Mr. Lee:

I have reviewed the bids listed below, submitted for the referenced project, and find them to be responsive:

F. J. Burnell, Inc. -	\$332,202.90
Regional Construction, LLC -	\$334,658.80
Progressive Construction Co., LLC -	\$349,891.90

We recommend awarding this contract to F. J. Burnell, Inc. for this bid amount of \$332,202.90.

Should you have any questions, please do not hesitate to contact me.

Sincerely,
COTHREN, GRAFF, SMOAK ENGINEERING, INC.

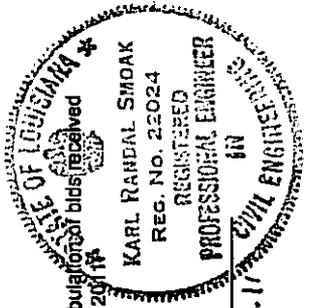
K. Randal Smoak, P.E.

KRS/cb
Enclosures

CITY OF NATCHITOCHEs
 BID NO. 0522
 DUCOURNAU PAVING AND DRAINAGE IMPROVEMENTS

Item No.	Description	Contractor-->		F. J. BURNELL, INC.		REGIONAL CONSTRUC		PROGRESSIVE CONSTRUC	
		Bid Qty.	Unit	Unit \$	Contract \$	Unit \$	Contract \$	Unit \$	Contract \$
1	Removal of Structures/Obstruc (All not specifically listed)	1	LS	\$7,500.00	\$ 7,500.00	\$4,000.00	\$ 4,000.00	\$2,500.00	\$ 2,500.00
2	Removal of Asphalt Drives	1	LS	\$1,000.00	\$ 1,000.00	\$2,000.00	\$ 2,000.00	\$6,500.00	\$ 6,500.00
3	Removal of Concrete Catch Basin	2	EA	\$600.00	\$ 1,200.00	\$600.00	\$ 1,200.00	\$2,000.00	\$ 4,000.00
4	Removal of Concrete Walks/Drives	802.3	SY	\$15.00	\$ 12,034.50	\$10.00	\$ 8,023.00	\$8.00	\$ 7,220.70
5	Removal of Pipe (Side Drain)	130	LF	\$20.00	\$ 2,600.00	\$20.00	\$ 2,600.00	\$66.00	\$ 8,460.00
6	Removal of Walls(ConcRetainWl)	1	LS	\$2,000.00	\$ 2,000.00	\$4,000.00	\$ 4,000.00	\$7,500.00	\$ 7,500.00
7	Relocate (Wrought Iron Fence)	1	LS	\$500.00	\$ 500.00	\$6,000.00	\$ 6,000.00	\$2,500.00	\$ 2,500.00
8	Excavation and Embankment	1	LS	\$10,000.00	\$ 10,000.00	\$8,000.00	\$ 8,000.00	\$6,500.00	\$ 6,500.00
9	Temporary Silt Fencing	500	LF	\$2.00	\$ 1,000.00	\$4.00	\$ 2,000.00	\$3.00	\$ 1,500.00
10	Aggregate Base Course (8" Thick)	1,280.4	SY	\$20.00	\$ 25,608.00	\$22.00	\$ 28,168.80	\$23.00	\$ 29,448.20
11	Scarify/Compact Roadbed(12" Th)	1,280.4	SY	\$1.00	\$ 1,280.40	\$5.00	\$ 6,402.00	\$5.00	\$ 6,402.00
12	Traffic Maintenance Aggregate (Vehicular Measurement)	60	CY	\$60.00	\$ 3,600.00	\$80.00	\$ 4,800.00	\$50.00	\$ 3,000.00
13	Cold Planning Asphaltic Pavement	750	SY	\$10.00	\$ 7,500.00	\$5.00	\$ 3,750.00	\$2.00	\$ 1,500.00
14	Contractor Retained/Reclaimed Asphaltic Pavement	60	CY	\$1.00	\$ 60.00	\$10.00	\$ 600.00	\$4.00	\$ 240.00
15	PortlandCementConcrete Pvmt(8")	1,265.8	SY	\$55.00	\$ 69,619.00	\$50.00	\$ 63,290.00	\$60.00	\$ 75,948.00
16	Cross Drain Pipe (18" RCP)	33	LF	\$50.00	\$ 1,650.00	\$60.00	\$ 1,980.00	\$105.00	\$ 3,465.00
17	Cross Drain Pipe (36" RCP)	103	LF	\$100.00	\$ 10,300.00	\$120.00	\$ 12,360.00	\$140.00	\$ 14,420.00
18	Side Drain Pipe (36" RCP)	188.00	LF	\$100.00	\$ 18,800.00	\$110.00	\$ 20,680.00	\$140.00	\$ 26,320.00
19	Yard Drain Pipe (12" PVC)	16.00	LF	\$30.00	\$ 480.00	\$30.00	\$ 480.00	\$35.00	\$ 560.00
20	Yard Drain Pipe (18" PVC)	20	LF	\$40.00	\$ 800.00	\$40.00	\$ 800.00	\$50.00	\$ 1,000.00
21	Manholes (R-CB-11)	2	EA	\$5,000.00	\$ 10,000.00	\$3,000.00	\$ 6,000.00	\$7,500.00	\$ 15,000.00
22	Catch Basins (CB-01)	3	EA	\$4,500.00	\$ 13,500.00	\$4,500.00	\$ 13,500.00	\$4,800.00	\$ 14,400.00
23	Catch Basins (CB-09)	5	EA	\$6,000.00	\$ 30,000.00	\$25,000.00	\$ 125,000.00	\$4,200.00	\$ 21,000.00
24	Adjusting Manhole	1	EA	\$2,000.00	\$ 2,000.00	\$1,500.00	\$ 1,500.00	\$2,800.00	\$ 2,800.00
25	Concrete Curb (Barrier)	128	LF	\$7.00	\$ 903.00	\$15.00	\$ 1,935.00	\$15.00	\$ 1,935.00
26	Concrete Curb (Mountable)	180	LF	\$7.00	\$ 1,260.00	\$25.00	\$ 4,500.00	\$15.00	\$ 2,700.00
27	Steel Sheet Pile Wall	1,030	SF	\$25.00	\$ 25,750.00	\$28.00	\$ 28,840.00	\$10.00	\$ 10,300.00
28	Class A Concrete (Retain Walls)	15.9	CY	\$1,000.00	\$ 15,900.00	\$1,000.00	\$ 15,900.00	\$1,800.00	\$ 28,620.00
29	Class A Concrete (Footings)	16.3	CY	\$600.00	\$ 9,780.00	\$700.00	\$ 11,410.00	\$1,000.00	\$ 16,300.00
30	Deformed Reinforcing Steel	3,408	LB	\$1.00	\$ 3,408.00	\$2.00	\$ 6,816.00	\$1.50	\$ 5,112.00
31	Steel Railing	130	LF	\$100.00	\$ 13,000.00	\$46.00	\$ 5,850.00	\$35.00	\$ 4,550.00
32	Bedding Material	60	CY	\$100.00	\$ 6,000.00	\$80.00	\$ 4,800.00	\$50.00	\$ 3,000.00
33	Mobilization	1	LS	\$30,000.00	\$ 30,000.00	\$2,000.00	\$ 2,000.00	\$15,500.00	\$ 15,500.00

TOTAL \$ 332,202.90 * \$ 334,658.80 \$ 349,881.80



I certify this to be a true and correct tabular total of all bids received on September 26th, 2014

K. Randal Smeak
 K. Randal Smeak, P.E. 10.5.11

* Contractor's written bid received was totaled incorrectly.
 A mathematical error was discovered, hereby changing the actual bid amount to number as referenced here.

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

RESOLUTION NO. 117 OF 2011

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE
AND ACCEPT BIDS FOR WATER SYSTEM IMPROVEMENTS,
ADDITIONAL PUMP FOR ALTERNATE WATER SUPPLY AT BAYOU PIERRE**

(BID NO. 0525)

WHEREAS, the City wishes to advertise for Public Bids for the water system improvements, additional pump for alternate water supply at Bayou Pierre (Bid No. 0525).

WHEREAS, sealed bid proposals will be received by the City of Natchitoches at the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana 71457 until 4:00 P.M. on Monday, November 14, 2011; and

WHEREAS, Bids will be publicly opened and read aloud at the regularly scheduled City Council Meeting located at 716 Second Street at 7:00 p.m. on November 14, 2011.

WHEREAS, upon receipt of proposals, the committee members consisting of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Don Mims, Councilman-at-Large; Bryan Wimberly, Utility Director; and Norman Nassif of Nassif Engineering & Architecture, LLC, are to review and make a recommendation of the bids received.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Wayne McCullen, Mayor, be and is hereby authorized, empowered and directed to order the publication of the above bid.

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

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

THEREUPON, Mayor Wayne McCullen declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 10th day of October, 2011.



WAYNE McCULLEN, MAYOR

ADVERTISEMENT FOR BIDS

CITY OF NATCHITOCHEs, LOUISIANA
(OWNER)

Sealed Bids for WATER SYSTEM IMPROVEMENTS, ADDITIONAL PUMP FOR ALTERNATE WATER SUPPLY AT BAYOU PIERRE (Bid No. 0525) will be received by the CITY OF NATCHITOCHEs, LOUISIANA, at the PURCHASING DEPARTMENT, 1400 SABINE STREET, NATCHITOCHEs, LA 71457 until 4:00 PM on MONDAY, NOVEMBER 14, 2011. Bids will be publicly opened and read aloud at the regularly scheduled City Council Meeting located at 816 Second St. at 7:00 PM on Monday, November 14, 2011. *change to 710*

The Instructions To Bidders, Bid Form, form of Bid Bond, Agreement Between Owner and Contractor, forms of Performance and Payment Bonds, Drawings, Specifications and other Contract Documents may be examined at the office of the Engineer at:

Nassif Engineering & Architecture, LLC
270 Blanchard Road
Natchitoches, LA 71457
(318) 527-4409

Copies may be obtained from the Engineer, Nassif Engineering and Architecture, LLC, 270 Blanchard Road, Natchitoches, LA 71457, (318) 527-4409, upon payment of \$ 75.00 for each set.

Each Bid is to be accompanied by Bid Security as provided in the Instructions To Bidders and General Conditions. No Bidder may withdraw his Bid within forty-five (45) days after the actual date of opening thereof, except as prescribed in Louisiana Revised Statute 38:2214.C. The Owner reserves the right to waive any informality and to reject any or all Bids for just cause.

Bidder shall provide necessary evidence of authority to sign Bids on behalf of corporations and other legal entities in accord with Louisiana Revised Statute 2212.O.

This project is classified as Municipal and Public Works Construction or Painting in accord with Louisiana Revised Statute 37:2163.

Date: October 10, 2011

/s/ Wayne McCullen
Mayor

Publishing Dates:
Friday, October 14, 2011
Friday, October 21, 2011
Friday, November 4, 2011

The following Ordinance was Introduced by Councilman at Large Mims as follows, to-wit:

ORDINANCE NO. 056 OF 2011

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

**LOT NORTHWEST CORNER OF JEFFERSON AND SIDNEY STREETS,
HAVING A FRONT OF 83.5 FEET ON JEFFERSON STREET AND BY A
DEPTH OF 165 FEET ON SIDNEY STREET FROM R-2 TO R-2 SPECIAL
EXCEPTION TO OPERATE A BED & BREAKFAST**

**200 JEFFERSON STREET, MARY J. COLEMAN
COUNCIL DISTRICT #2**

WHEREAS, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of October 4, 2011 that the application of **Mary J. Coleman** to rezone the property described above from **R-2** to **R-2 SPECIAL EXCEPTION** to operate a bed and breakfast (200 Jefferson Street), be **APPROVED**.

ORDINANCE NO. 055 OF 2011

AN ORDINANCE AUTHORIZING THE CITY TO SELL ONE THREE PHASE KUHLMAN POWER TRANSFORMER LOCATED AT THE DIXIE STREET SUBSTATION TO NOELLE CONSULTING, LLC, SETTING THE TERMS AND CONDITIONS OF SAME, AND AUTHORIZING THE EXECUTION OF THE ACT OF SALE BY THE MAYOR, WAYNE MCCULLEN, AFTER DUE COMPLIANCE WITH THE LAW, AND FURTHER PROVIDING FOR ADVERTISING OF THE SALE AND AN EFFECTIVE DATE.

WHEREAS, the City of Natchitoches (City) is the owner of one three phase Kuhlman power transformer 67000Y-13800 volts and 24.0 MVA, bearing serial number 312313-01, which is located at the Dixie Street substation, which said equipment will sometimes hereinafter be referred to as "Transformer"; and

WHEREAS FURTHER, the Transformer is currently not in use; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion and does find that the Transformer is not in use and is not needed for any public purpose and the City Council of the City of Natchitoches does hereby declare the Transformer to be surplus property; and

WHEREAS FURTHER, the City of Natchitoches has offered the Transformer through a Request for Proposals, (sometimes hereinafter "RFP"), RFP #0189, and the City of Natchitoches received one response to that RFP; and

WHEREAS FURTHER, the City of Natchitoches received one response to the RFP from Noelle Consulting, LLC, offering to purchase the Transformer for the sum and price of \$166,000.00; and

WHEREAS FURTHER, after reviewing the offer by Noelle Consulting, LLC, the Director of Utilities and the Director of Purchasing recommend that the City accept the proposal received from Noelle Consulting, LLC; and

WHEREAS FURTHER, under the terms of the sale, Noelle Consulting, LLC will pay the City the sum of \$166,000.00, for those item identified above, and will remove the item at the expense of Noelle Consulting, LLC; and

WHEREAS FURTHER, the sale will be an "as is" sale with no representation or warranty as to the condition of the item sold to Noelle Consulting, LLC; and

WHEREAS FURTHER, the City desires to convey the surplus Transformer described above to Noelle Consulting, LLC, for the sum and price of \$166,000.00, and under the terms more fully set forth above; and

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

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

(1) That the City takes cognizance of finds and declares that the Transformer is surplus property not needed for any public purpose.

(2) That after due proceedings and advertisement, the said City does sale the Transformer to Noelle Consulting, LLC, for the sum and price of \$166,000.00, all under the terms more fully set forth above.

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

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

(5) That the Mayor, Wayne McCullen, be and he is hereby authorized, after due proceedings had, and after the legal delays have run, to execute a bill of sale or other documents necessary to convey the Transformer to Noelle Consulting, LLC, for the consideration of \$166,000.00 under the terms and conditions set forth above.

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

THIS ORDINANCE was introduced on this the 10th day of October, 2011.

CONVEYANCE OF TRANSFORMER

THIS AGREEMENT is made as of the day of , 2011 between Noelle Consulting, L.L.C., (the "Purchaser") and the CITY OF NATCHITOCHEs, represented herein by Wayne McCullen, Mayor, pursuant to the authority granted by Ordinance 055 of 2011 (the "Seller").

WHEREAS, the Seller owns equipment, which listed in the attached Schedule A (the "Transformer"); and

WHEREAS the Purchaser desires to purchase from the Seller, and the Seller desires to sell, transfer and assign to the Purchaser, the Transformer, upon the terms and conditions below;

THEREFORE in consideration of the covenants, agreements, warranties and payments set forth, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Purchaser and the Seller agree as follows:

1. INTERPRETATION

1.1 Definitions. Whenever used in this Agreement, in addition to the words or phrases defined elsewhere in this Agreement, the following words and phrases shall have the meanings:

"Agreement" means this Conveyance of Transformer and all Schedules attached hereto, as amended, supplemented, restated or modified from time to time; and the expressions "Section" or "Subsection" followed by a number mean and refer to the specified section or subsection of this Agreement.

"Closing" means the completion of the sale to and purchase by the Purchaser of the Transformer.

"Closing Date" means the date this instrument is fully executed by the parties hereto.

"Encumbrance" means any assignment, mortgage, charge, pledge, lien, conditional sale, levy, execution, seizure, attachment, garnishment or other encumbrance or security interest in respect of such property, whether absolute or contingent, fixed or floating, legal or equitable, perfected or otherwise.

"Legal Proceeding" means any litigation, action, suit, arbitration proceeding or other proceeding and includes any appeal or review and application for same.

"Person" means any individual, corporation, firm, partnership, sole proprietorship, syndicate, joint venture, trustee, trust and any unincorporated organization or association.

2. PURCHASE AND SALE OF ASSETS

2.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, on the Closing Date, the Seller agrees to and does sell, transfer and assign to the Purchaser, and the Purchaser agrees to and does purchase from the Seller, the Transformer.

3. PURCHASE PRICE

3.1 Amount. The purchase price (the "**Purchase Price**") payable by the Purchaser to the Seller for the Equipment shall be \$166,000.

3.2 Payment. The Purchase Price shall be paid as follows:

- (i) \$60,000 deposited by Purchaser and with Seller upon execution of this Agreement, and
- (ii) \$106,000 to be paid to Seller prior to any removal of the Transformer.

3.3 Taxes. The Seller shall be liable for and shall pay, as required, all federal and state sales taxes in connection with the conveyance and transfer of the Transformer to the Purchaser.

4. REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Seller. The Seller represents and warrants as follows to the Purchaser and acknowledges and confirms that the Purchaser is relying on such representations and warranties in connection with the purchase by the Purchaser of the Transformer:

- (a) the Seller has taken all necessary legislative or governmental action and proceedings to authorize the sale of the Transformer; and this Agreement has been duly executed and delivered by the Seller and is a valid and binding obligation of the Seller enforceable against it in accordance with its terms;
- (b) the Seller has all the necessary governmental power and authority to enter into this Agreement and to consummate the transactions; will not result in the violation of any law or regulation or any applicable order of any court, arbitrator or governmental authority having jurisdiction over the Seller or the Transformer;
- (c) at Closing, the Seller will be the sole beneficial owner of, and have good and valid title to, all of the Equipment, free and clear of all Encumbrances whatsoever, and shall have the exclusive right and entitlement to possess and dispose of same as contemplated in this Agreement;
- (d) no Person, other than the Purchaser under this Agreement, has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement or option, for the purchase from the Seller of any of the Transformer; and
- (e) the Seller has no knowledge of any facts which, if known to the Seller, might reasonably be expected to deter the Purchaser from completing the acquisition of the Transformer contemplated by this Agreement.

- (f) The Transformer is purchased “as is, where is”, without any warranties whatsoever, whether written, oral or implied, including, but not limited to warranties of merchantability or fitness for a particular purpose.

4.2 Representations and Warranties of the Purchaser. The Purchaser represents and warrants to the Seller and acknowledges and confirms that the Seller is relying on such representations and warranties in connection with the sale by the Seller of the Transformer:

- (a) the Purchaser is a corporation duly established and subsisting under the laws of the State of Georgia;
- (b) the Purchaser has taken all necessary action and proceedings to authorize the purchase of the Transformer; and this Agreement has been duly executed and delivered by the Purchaser and is a valid and binding obligation of the Purchaser enforceable against it in accordance with its terms;
- (c) the Purchaser has all the necessary power and authority to enter into this Agreement and to consummate the transactions, which will not result in the violation of any of the terms and provisions of (i) the corporate regulations and/or by-laws of the Purchaser, or (ii) any law or regulation or any applicable order of any court, arbitrator or governmental authority having jurisdiction over the Purchaser.
- (d) The Transformer is purchased “as is, where is”, without any warranties whatsoever, whether written, oral or implied, including, but not limited to warranties of merchantability or fitness for a particular purpose.

4.3 Survival of the Representations and Warranties. The representations and warranties of each of the parties contained in this Agreement shall survive the closing of the purchase and sale of the Transformer (notwithstanding such closing), shall continue in full force and effect for a period of three (3) years from the Closing Date for the benefit of the relevant party, as the case may be, and any claim in respect thereof shall be made within such period; provided that no time limitation shall apply to any claims of fraud, or to any representations or warranties pertaining to title to the Transformer, all of which shall survive forever.

5. COVENANTS OF THE PARTIES

- 5.1 Cooperation. The Purchaser and the Seller shall cooperate fully in good faith in connection with any steps required to be taken as part of their respective obligations under this Agreement.
- 5.2 Investigations. Between the Closing Date and removal of the Transformer, the Seller shall permit the Purchaser and its advisors to have reasonable access to the Transformer, in order that the Purchaser may make such investigations of the Transformer as the

Purchaser deems necessary; provided that such investigations shall be carried out during normal business hours.

6. TRANSFER OF PROPERTY

6.1 The Seller does hereby transfer, convey and sell to the Purchaser the Transformer and the Purchaser does hereby purchase and accept the Transformer from the Seller;

6.2 The Seller agrees to and shall deliver to the Purchaser all documents as shall be necessary or reasonably required to effectively transfer the Transformer to the Purchaser with good and marketable title thereto free of any Encumbrance; and

6.3 The Purchaser does hereby deposit the sum of \$60,000.00 with the Seller as contemplated in Section 3.2.

7. GENERAL PROVISIONS

7.1 Notice. Any notice or other instrument required or permitted to be given to either party hereunder shall be in writing and shall be sufficiently given if delivered personally or by courier to such party:

Seller:	City of Natchitoches Post Office Box 37 Natchitoches, LA 71457 Attention Mayor Wayne McCullen
Purchaser:	Noelle Consulting, LLC 225 Sable Trace Drive Aeworth, GA 30102 ATTN: Mr. Robert Tonnesen

Any such notice or other instrument if delivered shall be deemed to have been given and received on the date on which it was delivered at such address; provided that if such day is not a Business Day then the notice shall be deemed to have been given and received on the Business Day next following such day. Any party may change its address for service from time to time by notice given in accordance with the foregoing.

7.2 Costs and Expenses. All costs and expenses (including the fees and disbursements of legal counsel) incurred in connection with this Agreement and the transactions herein contemplated shall be paid by the party incurring such costs and expenses.

7.3 Parties in Interest. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors.

- 7.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a party may send a copy of its original signature on the execution page hereof to the other party by facsimile transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving party.
- 7.5 Entire Agreement. This Agreement, including the schedules annexed hereto, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, and there are no covenants, representations, warranties or agreements between the parties in connection with the subject matter hereof except as specifically set forth herein. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by all of the parties hereto.
- 7.6 Assignment. This Agreement may not be assigned by either the Purchaser or the Seller without the prior written consent of the other party.
- 7.7 Removal of Transformer. The Purchaser shall remove Transformer within 23 months of the date of the Closing, at which time any portion of the Transformer that has not been removed shall become the property of the Seller.
- 7.8 Debris Removal and Repairs. Purchaser agrees to remove all debris prior to completion of their operations on Seller's property. Purchaser further agrees to repair any damage to any building or other property of the Seller caused by Purchaser, and further agrees to repair any damage caused to any building where Transformer is removed.
- 7.9 Indemnity and Hold Harmless. Purchaser agrees hold harmless, indemnify and defend the Seller from any bodily injury or property damage which occurs during the removal of Transformer, and agrees to take out and maintain an insurance policy in the amount of \$1,000,000.00, naming the Seller as an additional insured, and further agrees to provide a copy of said insurance prior to beginning removal of Transformer.
- 7.10 Compliance with Local, State and Federal Law. Purchaser agrees to comply with all applicable local, state and federal law during the term of this contract and removal of Transformer, including but not limited to OSHA and all environmental regulations.
- 7.11 Specific Performance. Either party to this agreement shall have the right to sue for specific performance.
- 7.12 Law, Jurisdiction and Venue. This contract shall be interpreted under the Law of the State of Louisiana, and any suit to enforce any of the terms of this agreement shall be brought in the Tenth Judicial District Court for the Parish of Natchitoches, Louisiana.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto.

NOELLE CONSULTING, LLC

By: _____
Name: Robert Tonnesen
Title:

CITY OF NACHITOTCHES, LA

By: _____
Name: Wayne McCullen
Title: Mayor

Schedule "A"

Equipment

One used Three Phase Kuhlman Power Transformer 67000Y-13800 Volts and 24.0 MVA
Serial #312313-01 which said equipment will sometimes hereinafter be referred to collectively as
"Transformer"

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

ORDINANCE NO. 054 OF 2011

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

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

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

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

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

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

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

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

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

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

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

II. That the Honorable Mayor, Wayne McCullen, be and he is hereby authorized and empowered to execute any documents necessary to extend the Banking Services Agreement, and any attachments thereto, for an additional one year period beginning November 1, 2011 and terminating October 31, 2012, and to execute any other documents that may be required to complete the transaction on behalf of the **CITY**, all in accordance with the general terms and conditions set forth in this Ordinance. The said Mayor is hereby given full and complete authority to incorporate in said instrument such terms, conditions, and agreements as may be necessary to protect the interest of the **CITY** in substantial compliance with the general terms and conditions set forth in this Ordinance.

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

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

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

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

VII. That this Ordinance be declared **INTRODUCED** at a Regular Meeting of the City Council on this the 26th day of September, 2011, and that a public hearing be called for at the next regular meeting of the City Council which will be held on the 10th day of October, 2011.

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, Morrow
NAYS: None
ABSENT: None
ABSTAIN: None

THEREUPON, the Mayor declared the Ordinance **PASSED** this 10th day of October, 2011 by a vote of 5 ayes to 0 nays.


WAYNE McCULLEN, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 11th day of October, 2011 at 10:00 A.M.

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

RESOLUTION NO. 112 OF 2011

A RESOLUTION ADDRESSING ADMINISTRATIVE ASPECTS OF THE PROPOSED FY 2012 - FY 2013 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 2012 - FY 2013 LCDBG program for street improvements; and

WHEREAS, it is necessary to pay all administrative costs associated with the implementation of the LCDBG program to receive one bonus point, should funding become available.

NOW, THEREFORE BE IT RESOLVED that the City of Natchitoches has hired the administrative and engineering firms of GNF Management Company, Inc. and CGS Engineering, Inc., to assist in the preparation of said application for the fees of \$1,400.00 and \$1,500.00, respectively. An additional fee of \$35,000.00 will be paid to the administrative firm of GNF Management Company, Inc., for subsequent program administration of the LCDBG program. All fees are contingent upon funding of the project by the State of Louisiana, Division of Administration under the FY 2012 or the FY 2013 LCDBG program.

BE IT FURTHER RESOLVED that the City of Natchitoches has agreed to utilize local funds to pay the above contract amount and all other administrative costs associated with the preparation and implementation of the FY 2012 - FY 2013 LCDBG program.

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

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

THEREUPON, Mayor Wayne McCullen declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 10th day of October, 2011.


WAYNE McCULLEN, MAYOR

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

RESOLUTION NO. 113 OF 2011

**A RESOLUTION ADDRESSING ENGINEERING ASPECTS
OF THE PROPOSED FY 2012 - FY 2013 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 2012 - FY 2013 LCDBG program for street improvements; and

WHEREAS, it is necessary to pay all engineering costs associated with the implementation of the LCDBG program to receive one bonus point, should funding become available.

NOW, THEREFORE BE IT RESOLVED that the City of Natchitoches has hired the engineering firm of CGS Engineering, Inc., to provide engineering services relative to the LCDBG program. All engineering fees are established in the LCDBG application and are contingent upon funding of the project by the State of Louisiana, Division of Administration under the FY 2013 LCDBG program.

BE IT FURTHER RESOLVED that the City of Natchitoches has agreed to utilize local funds to pay all engineering costs associated with the preparation and implementation of the FY 2012 – FY 2013 LCDBG program.

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

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

THEREUPON, Mayor Wayne McCullen declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 10th day of October, 2011.


WAYNE McCULLEN, MAYOR

Mayor McCullen announced that the City of Natchitoches has called for a Public Hearing and a Special Call City Council meeting on Thursday, October the 13th at 3:00 p.m. to address redistricting for the City of Natchitoches based on the 2010 census.

Ms. Morrow stated she was glad to have Ms. Femula Bradley in attendance.

Councilman Nielsen made a motion to adjourn the meeting, Councilman Payne seconded the motion, and the meeting was adjourned at 7:47 p.m.


WAYNE MCCULLEN, MAYOR


DON MIMS, MAYOR PRO TEMPORE