

Natchitoches City Council will have a pre-council meeting beginning at 5:00 p.m. and ending at 5:30 p.m. to discuss non-agenda items. The City Council meeting will begin promptly at 5:30 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings. The City Council Meetings are held at the Natchitoches Arts Center located at 716 Second Street, Natchitoches, Louisiana.

**NATCHITOCHEs CITY COUNCIL MEETING
FEBRUARY 8, 2016
5:30 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 JANUARY 25, 2016**
5. **PROCLAMATION:**
#009 Morrow Resolution Proclaiming The Month Of February 2016 As African American History Month In The City Of Natchitoches.
6. **PLANNING & ZONING - INTRODUCTION:**
#007 Stamey Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows:

Lot 1 Block "K" Of East Natchitoches Subdivision From R-1 Residence to R-2 Residence Multi-Family to construct a duplex (315 East Second Street) **Rand Metoyer**
7. **ORDINANCES - FINAL:**
#004 Morrow Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For The **City Park Walking Track** And Parking Project (**Bid No. 0576**).

#005 Stamey Ordinance Renaming The Unrevoked Portion Of Lakeview Road To **Harris Drive**, Providing For A Public Hearing, Providing For An Effective Date Of The Ordinance, Providing For Procedure In Remarking Street, And Providing For Designation Of Name Change On Public Records.

#006 Mims Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For The **East Fifth Park** Improvements. (**Bid No. 0577**)
8. **RESOLUTIONS:**
#007 Payne Resolution Committing Funding For The **Highland Park Road Bridge**, Environmental, Planning And Construction FP&C Project No. 50-MK9-15-01.
(TABLED)

#008 Nielsen Resolution Authorizing The Mayor To Execute An Agreement With The Louisiana Department Of Transportation And Development (LA DOTD) For Improvements At The Natchitoches Regional Airport to **Rehabilitate & upgrade the AWOS-3 P/T ceilometers.**

9. **ANNOUNCEMENTS:**

- The next scheduled City Council meeting will be **February 22, 2016.**
- The offices of the City of Natchitoches will be closed **Monday, February 15, 2016** in honor of President's Day.

10. **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, FEBRUARY 8, 2016 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, February 8, 2016 at 5:30 p.m.

There were present:

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

Guests: None

Absent: None

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

Mayor Posey then called for the reading and approval of the minutes for the January 25, 2016 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Mr. Stamey the roll call vote was as follows:

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

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

RESOLUTION NO. 009 OF 2016

**RESOLUTION PROCLAIMING THE MONTH OF FEBRUARY 2016
AS AFRICAN AMERICAN HISTORY MONTH IN THE CITY OF NATCHITOCHE**

WHEREAS, the history of our great country has been written by men and women of every race, religion and ethnic background and African American History Month gives us the opportunity to recognize the extraordinary contributions African Americans have made to the rich cultural history of our nation; and

WHEREAS, we also recognize the courage and tenacity of so many hard-working African Americans whose legacies are woven into the fabric of our country; and

WHEREAS, we as a country must continue to encourage and demand our children to reach for the full measure of their potential and ambitions through education; and

WHEREAS, each February we recognize African American History Month to reflect upon how far we have come as a Nation and community and what challenges remain; and

WHEREAS, this year's national theme is, "Hallowed Grounds: Sites of African-American Memories".

NOW, THEREFORE, I, MAYOR LEE POSEY, Mayor of the City of Natchitoches hereby proclaim February 2016 as

AFRICAN AMERICAN HISTORY MONTH

in the City of Natchitoches and call upon all the citizens of Natchitoches to honor and respect the significant contributions African Americans have made to our City and Nation.

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

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

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 8th day of February, 2016.



LEE POSEY, MAYOR

Ms. Morrow presented the proclamation to Mr. Kelvin Porter on behalf of State Representative Kenny Cox. Ms. Morrow thanked Mr. Cox for his involvement on both a state and local level and let him know that we appreciate the work he is doing.

The following Ordinance was introduced by Mr. Stamey at the Natchitoches City Council meeting held on February 8, 2016 as follows:

ORDINANCE NO. 007 OF 2016

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

Lot 1 Block "K" of East Natchitoches Subdivision from R-1 Residence to R-2 Residence Multi-Family to construct a duplex

(315 East Second Street)

WHEREAS, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of **February 2, 2016** that the application of **Rand Metoyer** to rezone the property described above from R-1 Residence to R-2 Residence Multi-Family to construct a duplex, be **DENIED**.

Mrs. Juanita Fowler stated Mr. Metoyer applied for this zoning back in November. In December he was unable to make the meeting and it was tabled. He was able to make the next meeting and the commission denied his application by majority vote. Mr. Metoyer was approved for a duplex on another end of Carver several months ago. This location is at the opposite end and several homeowners expressed their opposition to the rezoning. Mr. Metoyer could not make the meeting tonight and the homeowners present would like to reserve their comments until the next meeting where this will be voted on.

Mayor Posey asked for clarification on how this application is different from his prior application. Mrs. Fowler stated the first duplex was constructed on a vacant lot and in this situation he would be demolishing a structure with the intent to build a duplex. He has been approved for a second at a different location, but each situation is different as the property owners around each location have been different. The Planning Commission asked Mr. Metoyer to come back in a year to see how this investment has affected the community. Hopefully it will be in a positive way, but these really have to be evaluated on an individual basis. His intent is to work to rehabilitate the neighborhood, but with several duplexes instead of single family housing which this area is zoned for.

Mayor Posey asked everyone to go and see what he has done already and then look at the property that is in question tonight to get an idea of what he plans to do.

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

ORDINANCE NO. 004 OF 2016

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEES TO AWARD THE BID FOR THE CITY PARK WALKING TRACK AND PARKING PROJECT (BID NO. 0576)

WHEREAS, Resolution No.111 of 2015 was passed by the Natchitoches City Council on December 14, 2015 authorizing the Mayor to advertise for bids for the City Park Walking Track and Parking Project (Bid No. 0576); and

WHEREAS, this bid was advertised in the *Natchitoches Times* on December 17, December 24, 2015 and January 7, 2016 in accordance with law; and

WHEREAS, two bid proposals were received and opened as follows:

- (1) Regional Construction, LLC
Natchitoches, LA\$359,475.00
- (2) Credence Construction
Madisonville, LA \$398,720.50

WHEREAS, on January 19, 2016 the appointed committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Randy LaCaze, Director of Community Development; and Don Mims, Councilman at Large reviewed the bid proposals for the City Park Walking Track and Parking Project (Bid No. 0576); and

WHEREAS, the above appointed committee members unanimously recommend the City award the bid to the lowest bidder **Regional Construction, LLC of Natchitoches, LA** in the amount of **\$359,475.00**.

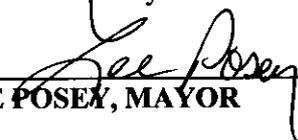
NOW, THEREFORE, BE IT RESOLVED, that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.

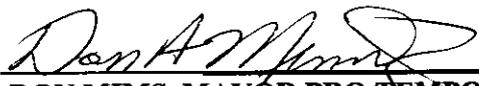
THIS ORDINANCE was introduced on January 25, 2016 and published in the *Natchitoches Times* on January 28, 2016.

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

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

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 8th day of February, 2016.


 LEE POSEY, MAYOR


 DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 9th day of February, 2016 at 10:00 A.M.



CITY OF NATCHITOCHEES
PURCHASING DEPARTMENT

January 19, 2016

Mayor Lee Posey
City Hall
Natchitoches, LA 71457

Dear Mayor Posey,

The appointed committee of Pat Jones, Edd Lee, Randy LaCaze and Don Mims, has reviewed the engineer's recommendation submitted by Mr. Randal Smoak, Professional Engineer, with Cothran, Graff, Smoak Engineering Inc., Shreveport, LA, on Bid # 0576, for the new City Park Walking Trail project.

The committee was unanimous in its decision to award the bid to the lowest responsive bidder, Regional Construction, LLC, Natchitoches, LA, with a bid of \$359,475.00. One other bid was received from Credence Construction, Madisonville, LA, in the amount of \$398,720.50.

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 January 25, 2016.

Sincerely,



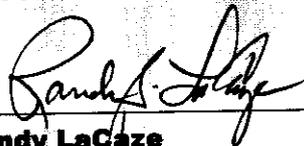
Pat Jones
Director of Finance



Edd Lee
Director of Purchasing



Don Mims
Councilman at Large



Randy LaCaze
Director of Community Development

CERTIFICATION ON BACK

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

ORDINANCE NO. 005 OF 2016

AN ORDINANCE RENAMING THE UNREVOKED PORTION OF LAKEVIEW ROAD TO HARRIS DRIVE, PROVIDING FOR A PUBLIC HEARING, PROVIDING FOR AN EFFECTIVE DATE OF THE ORDINANCE, PROVIDING FOR PROCEDURE IN REMARKING STREET, AND PROVIDING FOR DESIGNATION OF NAME CHANGE ON PUBLIC RECORDS

WHEREAS, Lakeview Road is a dedicated public right of way which intersects Bayou Country Drive at its North end and runs to the Southwest to its termination at the northern boundary of Bayou Country Subdivision, which said right of way and subdivision are more fully shown on the subdivision plat of Bayou Country Subdivision recorded at Map Slide 264-B of the records of Natchitoches Parish, Louisiana; and

WHEREAS FURTHER, the southern end of Lakeview Road, from its intersection with the northern boundary of Bayou Country Subdivision to the southern terminus of Lakeview Road, has been revoked by prior Ordinance of the City Council; and

WHEREAS FURTHER, the City of Natchitoches and the current owners of the that area constituting Bayou Country Subdivision as shown on the plat at Map Slide 264-b, desire to change the name of Lakeview Road in order to provide for a more orderly and efficient naming system; therefore, the Council desires to rename the remaining portion of Lakeview Road to Harris Drive; and

WHEREAS FURTHER, the City of Natchitoches further desires to rename the remaining portion of Lakeview Road, being that portion beginning with the intersection of Lakeview Road with the northern boundary of Bayou Country Estates as shown on that plat at 264-B and running to its northern terminus, to Harris Drive; and

NOW THEREFORE BE IT ORDAINED as follows, to-wit:

Section A. BE IT ORDAINED by the Mayor and the City Council of the City of Natchitoches in legal session convened, that the right of way currently referred to as Lakeview Road, being that portion beginning with the intersection of Lakeview Road with the northern boundary of Bayou Country Estates as shown on that plat at 264-B and running to its northern terminus, be changed to and renamed Harris Drive.

Section B. BE IT FURTHER ORDAINED that a Public Hearing is hereby called for the 8th day of February, 2016, to consider this name change.

Section C. BE IT FURTHER ORDAINED that after the Public Hearing, and upon adoption of this ordinance, that the City Clerk be authorized and instructed to file a copy of the Ordinance with the Clerk for Natchitoches Parish.

Section D. BE IT FURTHER ORDAINED that appropriate street signs be installed to designate the name change.

Section E. BE IT FURTHER ORDAINED that the right of way currently referred to as Lakeview Road, being that portion beginning with the intersection of Lakeview Road with the northern boundary of Bayou Country Estates as shown on that plat at 264-B and running to its northern terminus, be changed to and renamed Harris Drive.

Section F. BE IT FURTHER ORDAINED that this Ordinance shall go into effect upon publication as provided by law.

This Ordinance was introduced at a regular meeting of the City Council on the 25th day of January, 2016.

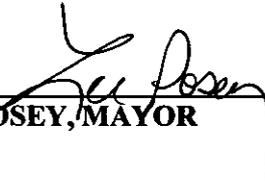
A Public Hearing was held on this Ordinance on the 8th day of February, 2016.

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:

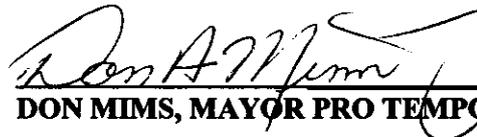
The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

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

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 8th day of February, 2016.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 9th day of February, 2016 at 10:00 A.M.

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

ORDINANCE NO. 006 OF 2016

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY
OF NATCHITOCHEs TO AWARD
THE BID FOR THE EAST FIFTH PARK IMPROVEMENTS**

(BID NO. 0577)

WHEREAS, Resolution No.112 of 2015 was passed by the Natchitoches City Council on December 14, 2015 authorizing the Mayor to advertise for bids for the East Fifth Park Improvements (Bid No. 0577); and

WHEREAS, this bid was advertised in the *Natchitoches Times* on December 17, December 24, 2015 and January 7, 2016 in accordance with law; and

WHEREAS, three bid proposals were received and opened as follows:

- (1) Pat Williams Construction, LLC
Leesville, LA.....\$363,488.87
- (2) Regional Construction, LLC
Natchitoches, LA \$382,030.00
- (3) Credence Construction, LLC
Madisonville, LA \$464,848.00

WHEREAS, on January 19, 2016 the appointed committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Kendrick Llorens, Director of Recreation and Parks; and David Stamey, Councilman reviewed the bid proposals for the East Fifth Park Improvements (Bid No. 0577); and

WHEREAS, the above appointed committee members unanimously recommend the City award the bid to the lowest bidder **Pat Williams Construction, LLC of Leesville, LA** in the amount of **\$363,488.87**.

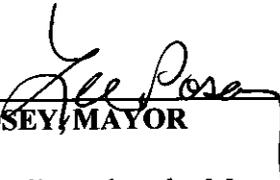
NOW, THEREFORE, BE IT RESOLVED, that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.

THIS ORDINANCE was introduced on January 25, 2016 and published in the *Natchitoches Times* on January 28, 2016.

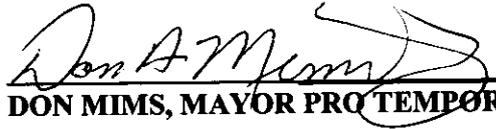
The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

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

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0
Nays this 8th day of February, 2016.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 9th day of February, 2016 at 10:00 A.M.



CITY OF NATCHITOCHEES
PURCHASING DEPARTMENT

January 25, 2016

Mayor Lee Posey
City Hall
Natchitoches, LA 71457

Dear Mayor Posey,

The appointed committee of Pat Jones, Edd Lee, Kendrick Llorens, and David Stamey, has reviewed the engineer's recommendation submitted by Mr. Randal Smoak, Professional Engineer, with Cothran, Graff, Smoak Engineering Inc., Shreveport, LA, on Bid # 0577, for the East 5th Park Improvements project.

The committee was unanimous in its decision to award the bid to the lowest responsive bidder, Pat Williams Construction, LLC, Leesville, LA, with a bid in the amount of \$363,488.87. Other bids received were from Regional Construction, LLC, Natchitoches, LA, with a bid of \$382,030.00 and Credence Construction, Madisonville, LA, in the amount of \$464,848.00.

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.

We request ratification of this award at the City Council meeting on January 25, 2016.

Sincerely,

Pat Jones
Director of Finance

Edd Lee
Director of Purchasing

David Stamey
Councilman Dist #1

Kendrick Llorens
Recreation Director

The following Resolution was **TABLED** by Mr. Payne and Seconded by Mr. Stamey as follows, to-wit:

RESOLUTION NO. 007 OF 2016

**A RESOLUTION COMMITTING FUNDING FOR THE HIGHLAND PARK ROAD BRIDGE, ENVIRONMENTAL, PLANNING AND CONSTRUCTION
FP&C PROJECT NO. 50-MK9-15-01**

WHEREAS, the City of Natchitoches desires to implement the Highland Park Road Bridge, Environmental, Planning and Construction project, FP&C Project No. 50-MK9-15-01; and

WHEREAS, the State of Louisiana through the Division of Administration has provided Capital Outlay funding for the project in the amount of \$250,000.00; and

WHEREAS, the City of Natchitoches has budgeted funds in the amount of \$62,500.00 in the City General Fund budget effective June 1, 2016 to address this funding requirement; and

WHEREAS, the Highland Park Road Bridge, Environmental, Planning and Construction project is in the best interest of the City.

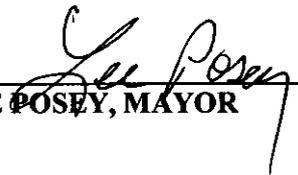
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the City has budgeted the required funds for the project and that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to execute any and all documents required to complete this valuable project.

Mr. Payne made a motion to table this ordinance which was seconded by Mr. Stamey, the motion to table was presented for a vote and the vote was recorded as follows:

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

THEREUPON, Mayor Lee Posey declared the Resolution **TABLED** by a vote of 5 Ayes to

0 Nays this 8th day of February, 2016.



LEE POSEY, MAYOR

Facility Planning and Control
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
Governor



JAY DARDENNE
Commissioner of Administration

January 20, 2016

Honorable Lee Posey, Mayor
City of Natchitoches
P. O. Box 37
Natchitoches, LA 71457

Re: Highland Park Road Bridge, Environmental, Planning and Construction
FP&C Project No. 50-MK9-15-01

Dear Mayor Posey:

Enclosed please find four duplicate original copies of the above referenced cooperative endeavor agreement. Please execute same on behalf of the City of Natchitoches, being careful to sign, witness (2), and date each agreement. After all the original documents are signed please forward a signed W-9 form and all four duplicate original copies of the agreement to:

Ms. Claire Vermaelen
Division of Administration
Office of Facility Planning and Control
Post Office Box 94095
Baton Rouge, LA 70804

When forwarding the documents to Ms. Vermaelen, please include a copy of a Resolution designating an individual from the City of Natchitoches, to act on behalf of City of Natchitoches, in all matters pertaining to this project, including certifying requests for State disbursements. This individual must be an official of the City of Natchitoches, and not a contracted consultant. This resolution is a prerequisite for the disbursement of State funds.

After all of the documents have been executed by all parties, Ms. Vermaelen will distribute same.

If you have any questions, please feel free to contact me.

Very truly yours,


Claire Vermaelen, MPA
Capital Outlay Analyst

cc: John Richard, Project Manager

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CITY OF NATCHITOCHE	
	2 Business name/disregarded entity name, if different from above 	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> Other (see Instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>3</u> Exemption from FATCA reporting code (if any) <u>C</u> <i>(Applies to accounts maintained outside the U.S.)</i>
	MUNICIPALITY MUNICIPALITY	
	5 Address (number, street, and apt. or suite no.) 70 SECOND ST	Requester's name and address (optional)
	6 City, state, and ZIP code NATCHITOCHE, LA 71457	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number											
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7	2	-	6	0	0	0	9	3	1		

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Patrick B Jones</i>	Date ▶ <i>2/23/15</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE STATE OF LOUISIANA and
CITY OF NATCHITOCHEs
Highland Park Road Bridge, Environmental, Planning and Construction
(Natchitoches)
FP&C Project No. 50-MK9-15-01**

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 **MARK A. MOSES, 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 **LEE POSEY, 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, one or more change orders that cause an excess in the aggregate of **One Hundred Thousand Dollars (\$100,000)**, increase or decrease, per month 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.

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 _____, 2016,
at _____, Louisiana.

WITNESSES:

STATE OF LOUISIANA

By:

MARK A. MOSES, DIRECTOR
FACILITY PLANNING & CONTROL
DIVISION OF ADMINISTRATION

THUS DONE AND SIGNED, this 26th day of January, 2016,
at Natchitoches, Louisiana.

WITNESSES:

CITY OF NATCHITOCHEs

By:

Stacy McClureaux

Lee Posey
LEE POSEY, MAYOR

Hannah Weinger

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.

18.3 The Entity agrees to comply with the provisions of La. R.S 24:513 (H)(2)(a) and shall designate an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.

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).

EXHIBIT A

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE STATE OF LOUISIANA and
CITY OF NATCHITOCHEs
Highland Park Road Bridge, Environmental, Planning and Construction
(Natchitoches)
FP&C Project No. 50-MK9-15-01**

COSTS AND FUNDS THIS AGREEMENT (\$):

COST CATEGORIES	CAPITAL OUTLAY CASH	NON-CASH LINE OF CREDIT	OTHER³	TOTAL
REAL ESTATE			\$ 500,000	\$ 500,000
PLANNING	\$ 242,500	\$ 2,750,833	\$ 137,500	\$ 3,130,833
CONSTRUCTION			\$ 1,049,167	\$ 1,049,167
MISC				
EQUIPMENT				
ESCROW		\$ 2,054,667		\$ 2,054,667
FP&C ADMIN	\$ 7,500	\$ 4,500		\$ 12,000
TOTAL COSTS	\$ 250,000	\$ 4,810,000	\$ 1,686,667	\$ 6,746,667

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. Total in "Other" column equals required 25% match as reflected in Article XIX.
4. The estimated cost of construction is \$3,800,000 according to the Capital Outlay Request (F.Y. 2015-2016)

EXHIBIT B

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE STATE OF LOUISIANA and
CITY OF NATCHITOCHEs
Highland Park Road Bridge, Environmental, Planning and Construction
(Natchitoches)
FP&C Project No. 50-MK9-15-01**

State of Louisiana-ISIS Financial System-State Funding Summary

ACT #	YEAR	DESCRIPTION	STATE CASH	STATE NON-CASH LINE OF CREDIT	TOTAL STATE FUNDING
26	2015	G.O. BONDS LOC	\$ 250,000	\$ 4,810,000	\$ 5,060,000
TOTAL			\$ 250,000	\$ 4,810,000	\$ 5,060,000

Mayor Posey stated it was not intended for this to be on tonight's meeting agenda until we found out what other options the City has especially after the vote at the last meeting. He stated, this is going to be a lot similar to the three lane project at Keyser Avenue. That project was originally submitted as a five lane project for funding purposes, but came to be a three lane. The language for this capital outlay project was submitted under the Highland Park Road Bridge strictly for funding, but does not mean the project will take place at this location.

Mr. Bray Williams approached the council asking what are the other options the City is looking at? Mayor Posey stated other options as far as location will be taken under consider. Wherever we put the bridge though someone is not going to like it. One suggestion in our meeting today is to have a small committee to communicate and correspond with in reference to this project with any updates or changes. At this time the City does not have another option, but this was more about securing funding for the overall project.

Mr. Randy LaCaze stated, when you first make applications for capital outlay funding you have to dedicate them to a specific project. The item and name on the request came 3-4 years ago with DOTD and the paperwork is just now coming through at this time. You wouldn't have had anything else to start with when we started on this several years ago hence the reason the title of the resolution tonight. It is possible to redirect the funds, but it is important to hold our place in line that may can flow in 3-4 years when it is needed instead of pushing the project further.

Mayor Posey stated we would like to rename it by contacting the state, but continue to push this through so we do not loose anymore time. The number one goal is to get a bridge downtown before we have to shut one down.

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

RESOLUTION NUMBER: 008

DATE: February 8, 2016

RESOLUTION

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

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

WHEREAS, the *City of Natchitoches* has requested funding assistance from the LA DOTD to rehabilitate & upgrade the AWOS-3 P/T ceilmeters and other components as necessary; and

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

WHEREAS, the LA DOTD will provide the necessary funding for the installation of the CL31 ceilometer purchased and paid by DOTD under State of Louisiana Purchase Order 2000158413 dated 1/19/2016 at a cost of \$23,757.25 and other necessary AWOS components purchased by the Sponsor and reimburse the sponsor up to \$8,000.00 of additional project cost. Total value of the improvements at the Natchitoches Regional Airport is \$31,757.25.

NOW THEREFORE, BE IT RESOLVED by the City of Natchitoches that it does hereby authorize the Mayor to execute an Agreement for the project identified as SPN H.011815 more fully identified in the Agreement attached hereto, and to execute any subsequent related documents, including, but not limited to, amendments to said agreement.

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 follows:

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

YEAS: Payne, Nielsen, Mims, Stamey, Morrow

NAYS: None

ABESENT: None

WHEREUPON, the Resolution was declared adopted on the 8th day of February, 2016.

CITY OF NATCHITOCHEs

BY: Lee Posey
(Signature)

Lee Posey
(Typed or Printed Name)

TITLE: Mayor

ATTEST: Mary McChuray
(Signature)

TITLE: Clerk

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

AGREEMENT

STATE PROJECT NO. H.011815
AWOS-3 P/T CEILOMETER SENSOR UPGRADE TO CL31
NATCHITOCHEs REGIONAL AIRPORT
CITY OF NATCHITOCHEs
NATCHITOCHEs PARISH

THIS AGREEMENT, made and executed in two (2) original copies on this 16th day of February, 2016, 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 Regional Airport** as described herein; and,

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

WHEREAS, the Louisiana Legislature has granted approval of the project as listed in the **2015-2016 Navalds 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

1.1 The improvement that is to be undertaken under this project will consist generally of **the installation of the CL31 ceilometer purchased and paid for by DOTD under State of Louisiana Purchase Order 2000158413 dated 1/19/2016 at a cost of \$23,757.25 and other necessary AWOS components purchased for installation by the Sponsor.**

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

ARTICLE II - PROJECT RESPONSIBILITY

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

ARTICLE III - CERTIFICATION AND COMPLIANCE

3.1 Sponsor certifies by the signing of this agreement that each phase of this project, as well as all documents associated with this project, will be completed in accordance with all applicable Federal and State guidelines and/or regulations. It is solely the responsibility of the Sponsor to certify the appropriate development, completion and authenticity of all work and documents required of the Sponsor throughout this project. 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.

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

ARTICLE IV - FUNDING

4.1 Except for services hereinafter specifically listed to be furnished at the expense of DOTD or the Sponsor if provided in this agreement under Article I, the cost of this project will be reimbursed to the sponsor with DOTD contributing an amount not to exceed **\$8,000.00**. Any other costs beyond **\$8,000.00** will be born solely by the sponsor, unless approved by DOTD after a written request is made by the sponsor in accordance with R.S. 2:806.A, 2:807.B and 2:810. **All such overages may not be approved until after the project is complete and at the end of the State's fiscal year, to determine if funds are available after all higher priorities have been considered.** The Sponsor, at its own expense, may incorporate items of work not eligible for DOTD participation into the construction contract if it so desires.

4.2 The continuation of this agreement is contingent upon the appropriation of funds by the Louisiana Legislature to fulfill the requirements of the contract. If the legislature fails to

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

ARTICLE V - TAXES

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

ARTICLE VI - COST REIMBURSEMENTS

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

6.2 The Sponsor shall maintain invoices and copies of the checks for invoice payments for reimbursement. Both the engineer and Sponsor shall certify that the completed work shown on each payment request is an accurate representation of the work accomplished during the estimated period and that the work substantially complies with the 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).

6.3 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.

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

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

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

ARTICLE VII – COST RECORDS

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

ARTICLE VIII – ENGINEERING

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

ARTICLE IX – REAL PROPERTY ACQUISITION

9.1 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.

9.2 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

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

10.2 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.

10.3 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.

10.4 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

11.1 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.

11.2 A pre-construction meeting shall be held at the Municipal Airport within fifteen (15) working days after the DOTD/FAA 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/FAA 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/Municipal Airport closures. Periodic inspections may be made by DOTD.

11.3 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.

11.4 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

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

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

ARTICLE XIII – DBE REQUIREMENTS

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

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

13.3 The preceding Policy and DBE Obligation shall apply to this project and shall be included in the requirements on any contract or subcontract. Failure to carry out the

requirements set forth therein shall constitute a breach of this agreement and, after notification by DOTD, may result in termination of this agreement by DOTD, or other such remedy, as DOTD deems appropriate.

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

13.5 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

14.1 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, FAA 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.

14.2 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.

14.3 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.

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

1. An updated Municipal 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 Municipal 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.

14.5 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

15.1 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.

15.2 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

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

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

ARTICLE XVII – CANCELLATION

17.1 The terms of this agreement shall be binding upon the parties hereto until the work has been completed and accepted, and all payments required to be made to the Sponsor have been

made. This agreement may be terminated under any or all of the following conditions:

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

ARTICLE XVIII – AMENDMENT

18.1 The parties hereto agree that any change in the project shall be in writing and signed by both parties. DOTD funding participation increases will be approved via amendment to this agreement, executed by both parties.

18.2 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

Harold Weuniger
(Witness for First Party)

BY: Lee Posey
(Signature)

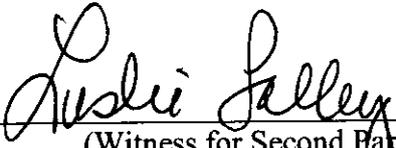
Stacy McQuary
(Witness for First Party)

Lee Posey
Typed or Printed Name

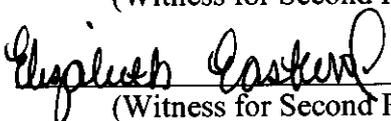
Mayor
Title

726000931
Sponsor's Federal Identification Number

WITNESSES:



(Witness for Second Party)



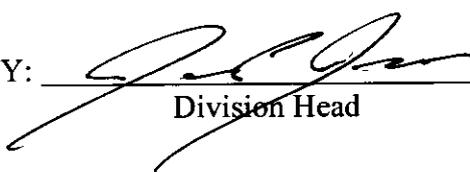
(Witness for Second Party)

STATE OF LOUISIANA
THROUGH THE DEPARTMENT OF
TRANSPORTATION AND
DEVELOPMENT

By: 

Assistant Secretary

RECOMMENDED FOR APPROVAL

BY: 

Division Head

APPROVED AS TO FORM

BY: 

Aviation Section
ALLEN TAYLOR

BY: 

Aviation Section

SPONSOR'S CERTIFICATION OF AIRPORT IMPROVEMENT PROJECT
SPONSOR CERTIFICATION #1 - Consultant Selection and Engineering

Airport: Natchitoches Regional Airport

Sponsor's Name: CITY OF NATCHITOCHEs

State Project Number: H.011815 AIP Number: N/A

Project Title: REHABILITATE & UPGRADE THE AWOS-3 P/T CEILometers
AND OTHER COMPONENTS

The following list of certified items includes major requirements for selection of consultants and evaluation of their fees. Every certified item must be marked. Each certified item with a "No" response must be fully explained in an attachment to this certification. If the item is not applicable to this project, mark the item N/A.

CONSULTANT SELECTION:

1. Advertisements for Consultants were placed in the Sponsor's Journal of Record (i.e. local newspaper), the Baton Rouge Advocate and the Daily Journal of Commerce.

Yes No N/A

2. An independent cost analysis was performed and the record of negotiations reflecting the considerations involved in the establishment of fees as well as a copy of the results has been maintained on file.

Yes No N/A

3. If consultant services are to be performed by sponsor force account, prior approval was obtained.

Yes No N/A

ENGINEERING SERVICE AGREEMENT / FEES:

1. The Engineering Services Agreement clearly established the scope of work and delineates the division of responsibilities of all parties engaged in carrying out elements of the project. (The Engineering Fees must include a detailed scope, and a detailed man-hour estimate. It must also show LADOTD approved rates, overhead and profit that were used in their calculation.)

Yes No N/A

2. Costs associated with work ineligible for DOTD funding are clearly identified and separated from eligible items.

Yes _____ No _____ N/A

3. All mandatory contract provisions for contracts have been included in the Engineering Services Agreement in accordance with all applicable Louisiana Laws & Statutes.

Yes No _____ N/A _____

4. If the services being procured cover more than the project referenced in this certification, the scope of work was specifically described in the advertisement, and future work will not be initiated beyond five years.

Yes _____ No _____ N/A

5. The plans and specifications were developed in accordance with all applicable Federal and/or LADOTD standards and requirements, and no deviation from or modification to standards set forth in the FAA Advisory Circulars or LADOTD Standards was necessary, other than those previously approved by the FAA.

Yes No _____ N/A _____

6. Development which is ineligible for Federal AIP and/or State funding, but will be sole responsibility of the Sponsor, has been clearly noted on the plans and specifications, and is shown as an additive alternate on the bid documents.

Yes _____ No _____ N/A

7. Process control and acceptance tests required for the project by standards contained in LADOTD's Standard Specifications are included in the project specifications.

Yes No _____ N/A _____

8. The plans and specifications incorporate applicable requirements and recommendations set forth in the Federal approved environmental finding.

Yes No _____ N/A _____

9. For construction activities within or near aircraft operational areas, the requirements contained in the FAA Advisory Circular 150/5370-2 (Operational Safety on Airports during Construction) have been incorporated into the specifications and a safety/phasing plan has been prepared.

Yes No _____ N/A _____

10. The project will be physically completed without State participation in costs due to errors or omissions in the plans and specifications which were reasonably foreseeable at the time of project design.

Yes No _____ N/A _____

11. Specifications for the procurement of equipment are not proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.

Yes No N/A

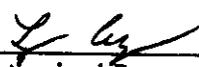
12. The development included in the plans is depicted on an airport layout plan approved by FAA.

Yes No N/A

CERTIFICATION:

I certify that, for the project identified herein, the responses to the foregoing items are true and correct as marked, and that the attachments, if any, are correct and complete; and

Furthermore, I understand that DOTD does not provide certification to any document nor work performed, and is not responsible for same in accordance with the Project Responsibility article of the Sponsor State Agreement identified with this project, and that it is solely the responsibility of the Sponsor to certify to the appropriate development, completion and authenticity of all work and documents required of the Sponsor by this agreement in accordance with the Certification and Compliance article of the Sponsor State Agreement identified with this project.

Signed: 
Sponsor's Authorized Representative

Dated: 2-9-2016

LARRY COOPER AIRPORT MANAGER
Typed Name and Title of Sponsor's Representative

Dated: 2-9-2016

The next scheduled City Council meeting will be February 22, 2016.

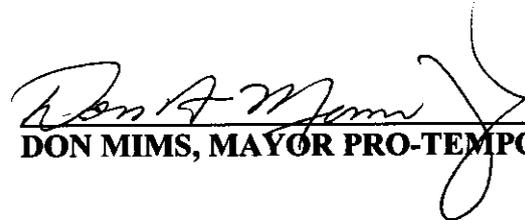
The City of Natchitoches offices will be closed Monday, February 15, 2016 in honor of President's Day.

With no further discussion, Mayor Posey made a motion for adjournment and all were in favor.

The meeting was adjourned at 6:06 p.m.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO-TEMPORE