

**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  
FEBRUARY 13, 2012  
7:00 P.M.**

**AGENDA**

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF JANUARY 23, 2011**
5. **SPECIAL RECOGNITION:**
  - Sylvia Morrow *Let's Move!* Childhood Obesity Initiative
  - #008 Nielsen** Proclamation in Memory of Kasey Joelle Ragan
6. **ORDINANCES – INTRODUCTION:**
  - #008 Mims** Ordinance Amending the 2011 – 2012 Budget to Reflect Additional Revenues and Expenditures
  - #009 McCain** Ordinance Authorizing Mayor Wayne McCullen To Execute An Application With The Louisiana Department Of Environmental Quality (LDEQ) For The Repairing And Stabilization Of Embankment Along Cane River In Downtown Natchitoches And Dredging The Eroded Material From The River
7. **ORDINANCES FINAL:**
  - #003 Nielsen** Ordinance Approving The Contract For Services With Geographic Technologies Group, Inc. Setting The Terms And Conditions Of Said Contract, And Authorizing The Execution Of The Agreement By The Mayor, Wayne McCullen, After Due Compliance With The Law, And Further Providing For Advertizing And A Savings Clause
  - #004 Morrow** Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For The Louisiana Community Development Block Grant Physical Accessibility Program

8. **RESOLUTIONS:**

- #009 Payne** Resolution Authorizing The Mayor To Execute Change Order No. 1 - Final To The Energy Efficient Improvements At Central, Martin Luther King And East Fifth Fire Stations (Bid No. 0508)
- #010 Mims** Resolution Authorizing The Execution Of The Certificate Of Substantial Completion For The Energy Efficient Improvements At Central, Martin Luther King And East Fifth Fire Stations (Bid No. 0508)
- #011 Nielsen** Resolution Authorizing The Execution Of The Certificate Of Substantial Completion For The Water System Improvements, Repainting Lime Kiln Road & North Elevated Water Tanks (Bid No. 0511)
- #012 McCain** Resolution Authorizing the Mayor to Execute An Agreement with the Louisiana Department of Transportation and Development (LA DOTD) for improvements at the Natchitoches Regional Airport

9. **ANNOUNCEMENT:** The City of Natchitoches will be closed Monday, February 20, 2012 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 13, 2012, AT SEVEN O'CLOCK, (7:00) P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, February 13, 2012, at 7:00 p.m.

There were present:

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

Absent:           None

The Mayor welcomed everyone and announced that the meeting is streaming live on the internet compliments of KNOC. The Mayor then asked everyone to rise for the Invocation given by Mr. Michael Braxton, followed by the Pledge of Alliance lead by Jack McCain.

The Mayor then called for the reading of the Minutes of the January 23, 2012. Mr. McCain made a motion to dispense with the reading and approve the Minutes. Ms. Morrow seconded the motion. The roll call vote was as follows:

AYES:           McCain,  
NAYES:          None  
ABSENT:        None

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

**RESOLUTION NO. 008 OF 2012**

**PROCLAMATION IN MEMORY OF KASEY JOELLE RAGAN**

**WHEREAS**, Kasey Ragan was born on October 26, 1990 and taken from us on March 10, 2011; and

**WHEREAS**, in Kasey's short life, she dedicated her time and passion for physically and mentally challenged youth; and

**WHEREAS**, Kasey was always eager to contribute, promote, support and spread goodwill to our Natchitoches citizens, both young and old; and

**WHEREAS**, the services Kasey Ragan rendered to the Natchitoches community and the Louisiana Lions Camp will never be forgotten; and

**WHEREAS**, on Friday, March 9<sup>th</sup> there will be a benefit in the NSU Ballroom as well as a "Kasey's Heart and Soul Run, Walk and Roll" on Saturday, March 10<sup>th</sup> beginning on NSU campus; and

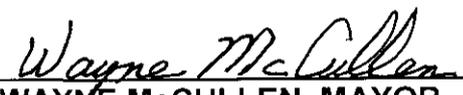
**WHEREAS**, Mayor Wayne McCullen and the Natchitoches City Council wish to show support for the efforts of Kasey's parents Wayne and Tina Ragan in the upcoming events and in memory of Kasey.

**NOW, THEREFORE, BE IT RESOLVED**, I, Wayne McCullen, Mayor of the City of Natchitoches do hereby extend our support for the upcoming events in memory of Kasey Joelle Ragan and the Memorial Fund to raise awareness and provide funding for the Louisiana Lions Camp and hereby place this proclamation in City Hall in Kasey's honor.

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

**AYES:** Nielsen, Payne, 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 13<sup>th</sup> day of February, 2012.

  
\_\_\_\_\_  
**WAYNE McCULLEN, MAYOR**

ORDINANCE NO. 008 OF 2012

AN ORDINANCE AMENDING THE 2011 - 2012 BUDGET  
TO REFLECT ADDITIONAL REVENUES AND EXPENDITURES

WHEREAS, Louisiana Statute requires that the City amend its operating budgets when fund balance is being budgeted, and there is a 5% unfavorable variance in revenues and expenditures.

NOW, THEREFORE BE IT RESOLVED, that the budget be amended to reflect these additional revenues and expenditures as follows:

	<u>2011-2012</u> <u>Original Budget</u>	<u>2011-2012</u> <u>Amended Budget</u>	<u>Increase/</u> <u>Decrease</u>
<b><u>General Fund (Fund 001)</u></b>			
<b>REVENUES:</b>			
001-0000-481-20-00 Ticket Sales	0	107,000	107,000
001-0000-491-01-00 Transfer In from Workman's Compensation Fund	0	90,000	90,000
	<hr/> 0	<hr/> 197,000	<hr/> 197,000
<b>EXPENDITURES:</b>			
001-5800-580-30-35 Vendor Coupon Remissions	0	107,000	107,000
001-5800-580-10-02 Non-Administrative	0	90,000	90,000
	<hr/> 0	<hr/> 197,000	<hr/> 197,000
<b><u>Prisoner Bond/Release Fund (Fund 027)</u></b>			
<b>REVENUES:</b>			
027-0000-446-02-00 Public Safety - Bond Fee	14,000	20,000	6,000
	<hr/> 14,000	<hr/> 20,000	<hr/> 6,000
<b>EXPENDITURES:</b>			
027-0000-591-40-02 Travel/PerDiem/Hotel	7,000	13,000	6,000
	<hr/> 7,000	<hr/> 13,000	<hr/> 6,000
<b><u>911 Grant (Police) (Fund 053)</u></b>			
<b>REVENUES:</b>			
053-0000-481-08-00 Donations/Fund Raising	0	11,000	11,000
	<hr/> 0	<hr/> 11,000	<hr/> 11,000
<b>EXPENDITURES:</b>			
053-0000-591-30-25 Materials and Supplies/Machinery & Equipment/Non-Asset	0	11,000	11,000
	<hr/> 0	<hr/> 11,000	<hr/> 11,000
<b><u>Cane River Green Market (Fund 054)</u></b>			
<b>REVENUES:</b>			
054-0000-431-09-01 Local Grant/Rapides Foundation	0	11,250	11,250
	<hr/> 0	<hr/> 11,250	<hr/> 11,250
<b>EXPENDITURES:</b>			
054-0000-591-10-09 Part Time	1,260	4,300	3,040
054-0000-591-35-16 Promo/Improvement	4,500	12,710	8,210
	<hr/> 5,760	<hr/> 17,010	<hr/> 11,250
<b><u>Main Street Promotions (Fund 056)</u></b>			
<b>REVENUES:</b>			
056-0000-431-09-00 Local Grant	0	2,300	2,300
056-0000-481-00-00 Miscellaneous Income	0	2,600	2,600
056-0000-481-08-00 Donations/Fund Raising	0	500	500
	<hr/> 0	<hr/> 5,400	<hr/> 5,400
<b>EXPENDITURES:</b>			
056-0000-591-35-16 Operating Services - Promo/Improvement	3,500	8,900	5,400
	<hr/> 3,500	<hr/> 8,900	<hr/> 5,400
<b><u>Airport Fund (Fund 061)</u></b>			
<b>REVENUES:</b>			
061-0000-470-01-02 Fuel Sales - Jet A	190,000	300,000	110,000
	<hr/> 190,000	<hr/> 300,000	<hr/> 110,000
<b>EXPENDITURES:</b>			
061-0000-591-31-02 Resale - Jet A	130,000	240,000	110,000
	<hr/> 130,000	<hr/> 240,000	<hr/> 110,000
<b><u>Capital Projects - Water Treatment (Fund 075)</u></b>			
<b>REVENUES:</b>			
075-0000-482-01-01 Bond Proceeds	0	110,000	110,000
	<hr/> 0	<hr/> 110,000	<hr/> 110,000
<b>EXPENDITURES:</b>			
075-0000-591-20-13 Contractual Services - Construction	0	110,000	110,000
	<hr/> 0	<hr/> 110,000	<hr/> 110,000

	<u>2011-2012</u> <u>Original Budget</u>	<u>2011-2012</u> <u>Amended Budget</u>	<u>Increase/</u> <u>Decrease</u>
<b><u>Virginia Baker Park (Fund 079)</u></b>			
<b><u>EXPENDITURES:</u></b>			
079-0000-591-20-13 Contractual Services - Construction	0	90,000	90,000
	0	90,000	90,000
<b><u>Debt Service - General Obligations (Fund 082)</u></b>			
<b><u>REVENUES:</u></b>			
082-0000-491-02-00 Transfers In - From Utility Fund	0	170,500	170,500
	0	170,500	170,500
<b><u>EXPENDITURES:</u></b>			
082-0000-591-50-05 Debt Service - Principal	0	170,500	170,500
	0	170,500	170,500
<b><u>Debt Service - ARRA 2009 - Sewer Upgrades (Fund 083)</u></b>			
<b><u>REVENUES:</u></b>			
083-0000-482-01-01 Bond Proceeds	0	70,000	70,000
	0	70,000	70,000
<b><u>EXPENDITURES:</u></b>			
083-0000-591-20-03 Contractual Service - Engineering	0	20,000	20,000
083-0000-591-20-13 Contractual Service - Construction	0	50,000	50,000
	0	70,000	70,000
<b><u>The Rapides Foundation (Fund 089)</u></b>			
<b><u>REVENUES:</u></b>			
089-0000-431-03-00 Local Grant	0	25,000	25,000
	0	25,000	25,000
<b><u>EXPENDITURES:</u></b>			
089-0000-591-35-16 Operating Services - Promotional/Improvements	0	25,000	25,000
	0	25,000	25,000
<b><u>Hayes Avenue Extension (Fund 090)</u></b>			
<b><u>REVENUES:</u></b>			
090-0000-491-72-00 Transfer In - Capital Improvements/Streets	0	5,000	5,000
	0	5,000	5,000
<b><u>EXPENDITURES:</u></b>			
090-0000-591-20-03 Contractual Services/Engineering Services	0	5,000	5,000
	0	5,000	5,000
<b><u>Economic Development Districts (Fund 091)</u></b>			
<b><u>REVENUES:</u></b>			
091-0000-410-01-00 Taxes/Hotel Occupancy	0	250,000	250,000
091-0000-491-71-00 Transfer In/ Capital Improvement Fund	0	140,000	140,000
	0	390,000	390,000
<b><u>EXPENDITURES:</u></b>			
091-0000-591-20-03 Contractual Services/Engineering	0	50,000	50,000
091-0000-591-90-51 Improvements/Buildings and Grounds	0	340,000	340,000
	0	390,000	390,000
<b><u>State Office of Cultural Development (Fund 131)</u></b>			
<b><u>REVENUES:</u></b>			
131-0000-431-09-00 Local Grant	0	8,500	8,500
	0	8,500	8,500
<b><u>EXPENDITURES:</u></b>			
131-0000-591-35-16 Operating Services - Promo/Improvement	0	8,500	8,500
	0	8,500	8,500
<b><u>Airport Hangar (Fund 139)</u></b>			
<b><u>REVENUES:</u></b>			
139-0000-432-09-00 State Grant	0	300,000	300,000
	0	300,000	300,000

**Airport Maintenance Projects (Fund 140)**

	<u>2011-2012</u> <u>Original Budget</u>	<u>2011-2012</u> <u>Amended Budget</u>	<u>Increase/</u> <u>Decrease</u>
<b><u>REVENUES:</u></b>			
140-0000-432-04-00 State/Airport Grant	0	100,000	100,000
	<hr/> 0	<hr/> 100,000	<hr/> 100,000
<b><u>EXPENDITURES:</u></b>			
140-0000-591-20-13 Contractual Services - Construction	0	100,000	100,000
	<hr/> 0	<hr/> 100,000	<hr/> 100,000

**EECBG (Fund 214)**

<b><u>REVENUES:</u></b>			
214-0000-433-09-00 Federal Grant	0	104,000	104,000
	<hr/> 0	<hr/> 104,000	<hr/> 104,000
<b><u>EXPENDITURES:</u></b>			
214-0000-591-90-51 Improvements/Buildings and Grounds	0	104,000	104,000
	<hr/> 0	<hr/> 104,000	<hr/> 104,000

The Above Ordinance was introduced on the 13th day of February, 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:  
NAYS:  
ABSENT:

THEREUPON, the Mayor declared the Ordinance **PASSED** this \_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_ by a vote of \_\_ ayes to \_\_ nays.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
MAYOR PRO TEMPORE

Delivered to the Mayor (Insert date and time)

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

**ORDINANCE NO. 009 OF 2012**

**ORDINANCE AUTHORIZING MAYOR WAYNE McCULLEN TO EXECUTE AN APPLICATION WITH THE LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY (LDEQ) FOR THE REPAIRING AND STABILIZATION OF EMBANKMENT ALONG CANE RIVER IN DOWNTOWN NATCHITOCHEES AND DREDGING THE ERODED MATERIAL FROM THE RIVER**

**WHEREAS**, Nonpoint Source (NPS) pollution is a type of water pollution that is not generated from a discrete conveyance, such as a discharge pipe, but is generated during rainfall events; and

**WHEREAS**, Section 319 of the Clean Water Act (CWA) required that the states develop a management plan to reduce and control nonpoint sources of pollution; and

**WHEREAS**, this project consist of repairing and stabilizing the embankment along Cane River in downtown Natchitoches and dredging the eroded material from the river; and

**WHEREAS**, the Cane River embankment is continually eroding due to the steepness of the slope, loss of vegetative cover due to shading of trees, pedestrian traffic and functions on the riverbank and the eroded soils are carried into Cane River; and

**WHEREAS**, the City of Natchitoches has attempted to alleviate the sediment by installing traps on two effluent pipes from the storm drain system, curb construction and river bank paving to prohibit surface water runoff into Cane River.

**WHEREAS**, this project will be very beneficial in keeping the erosion pollutants from the Cane River and after review of the grant, it is recommended that Mayor Wayne McCullen be authorized to execute the grant application.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Natchitoches, that it does hereby authorize and direct the Honorable Wayne McCullen, Mayor, to sign any and all documents relating to the execution of the grant application for the project identified as the installation of an "Non-Point Source and Estuary Projects" for the prevention of erosion pollutants from the Cane River.

**Part A: General Information**

1. Applicant Name and Address City of Natchitoches P.O. Box 37 Natchitoches, LA 71457 Authorized Representative Name Wayne McCullen Title Mayor Telephone (318) 357-3821 Fax (318) 357-3829 E-mail: mayormccullen@natchitochesla.gov	2. Engineering Consultant Name and Address Cothren, Graff, Smoak Eng 6305 Westport Ave. Shreveport, LA 71129 Contact Person K. Randal Smoak, P.E. Telephone (318) 687-3732 Fax (318) 687-1049 E-mail: krscgs@bellsouth.net
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3. Bond Attorney Name and Address  Contact Person  Telephone ( ) Fax ( ) Email:	4. Other Consultant/Attorney/ Financial Advisor Name and Address Corkern & Crews Contact Person Ronald Corkern Telephone ( 318 ) 352-2302 Fax ( ) Email:
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5. Population of project area (current census) 39,080 6. Current average sewer bill \_\_\_\_\_  
7. Annual median household income \_\_\_\_\_, data source \_\_\_\_\_  
8. Parish(es) Natchitoches Congressional District(s) 4th

**Part B: Certification**

Please include a resolution adopted by the governing body of the municipality authorizing the above named official, and his/her predecessors, to submit the pre-application and other information that may be requested.

Signature of official authorized representative \_\_\_\_\_  
Title of official authorized representative Mayor Date 2.1.12

**Part C: Existing Facilities (for priority rating purposes)**

Complete the following information for **each** wastewater treatment plant in the project area.

Name of treatment plant:       N/A      

1. List the processes of the treatment plant from head works through discharge. (Include solids treatment and disposals.)

2. Please attach a copy of your current permit (if available).

Effluent conditions	Design	Average performance (from last 12 month's DMR's)	Required limits from permit or WQM Plan	Number of violations for the last 12 months	Limit type (monthly average)
Average daily flow					MGD
BOD <sub>5</sub> /CBOD <sub>5</sub>					mg/l
BOD <sub>5</sub> /CBOD <sub>5</sub>					lb/day
TSS					mg/l
TSS					lb/day
Fecal Coliform					no./100ml
NH <sub>3</sub> /N					mg/l
NH <sub>3</sub> /N					lb/day
D.O.					mg/l
Chlorine Residual					mg/l
Other (state)					

3. Population equivalent served: Design \_\_\_\_\_ Actual \_\_\_\_\_

4. Permit number: \_\_\_\_\_

Permit expiration date \_\_\_\_\_ Have you filed for a new/renewal permit application (yes \_\_\_ no \_\_\_) If yes date sent to LDEQ \_\_\_\_\_

5. Year of construction or last major renovation of treatment plant \_\_\_\_\_

6. If no permit attached please include

	Latitude	Longitude
Plant Entrance		
Discharge		

7. Receiving stream: \_\_\_\_\_

### Part C: Existing Facilities continued

Collection system serving this treatment plant only:

8. Please give a narrative description of collection system. Please include the age of the system and/or the major subsystems, and types of piping. Are there frequent overflows and/or bypasses in the system? Do there appear to be problems with excessive infiltration and/or inflow in the system?

9. Is this treatment plant and/or collection system presently subject to any state or federal enforcement actions? (Yes/No)  
If yes, please state what type of enforcement action and reason for non-compliance.

## Part D: Non-Point Source and Estuary Projects

### 1. Describe the proposed non-point source or estuary project:

This project consist of repairing and stabilizing the embankment along Cane River in downtown Natchitoches and dredging the eroded material from the river. The embankment is continually eroding due to the steepness of the slope, loss of vegetative cover do to shading of by the large Live Oak trees, pedestrian traffic during festivals and functions on the river bank, etc. The eroded soils are carried into the Cane River over the sea wall and through the storm drain system.

The City installed sediment traps on two effluent pipes from the storm drain system last year to reduce the amount of sediment reaching the river through the storm drain system. Also, the City constructed a curb, on the river side, along the river bank paving to stop surface water runoff from running directly into the Cane River.

Proposed work for this project includes the following items:

1. Constructing a short retaining wall at the toe of the Front Street embankment so the slope can be flattened. This flatter slope will reduce the amount of erosion that occurs by water transportation and slope creep.
2. Import soil to cover tree roots and prepare a smooth surface for the top treatment.
3. Install a combination of Neoweb cellular confinement system by Strata and GreenArmor by Profile to stabilize the new slope. These systems will hold the new subsurface material in place and prevent the new top soil, mentioned below, from being transported away by storm water runoff. These systems are also very compatible with pedestrian traffic, therefore, continuation of such use can be allowed without risk of damage to the systems or causing erosion to occur.
4. Fill cellular confinement system with top soil that will support vegetation.
5. Fertilize and seed/sod to obtain a good growth of grass. Some areas will be planted with ground cover based on sun exposure or pedestrian use.
6. Construct a gabion wall in the near vertical condition of the embankment at the Keyser Avenue bridge west abutment. A filter cloth will be installed behind the gabions to prevent soil loss through the gabions.
7. Establish climbing plants, such as ivy, on the face of the gabions to further improve the looks and long term erosion protection.
8. Dredge the eroded material out of Cane River that is along the west bank seawall and use it in the repair of the embankment as mentioned above.

This project will be very beneficial in keeping the erosion pollutants from the Cane River.

### Part E: Proposed Project

1. Describe the proposed project. If treatment plant construction is proposed, give the design average daily flow (MGD) and effluent limits. If the project is to construct a new treatment plant, the proposed receiving stream and discharge location should be given (if known). If a current discharge is to be relocated, please provide as many details as possible.

2. For the project described above, give the estimated construction cost for each of the following categories:

Secondary treatment	Category I	\$
Advanced treatment	Category II	\$
Infiltration/Inflow Correction	Category IIIA	\$
Major Sewer System Rehab	Category IIIB	\$
New Collector Sewers	Category IVA	\$
New Interceptor Sewers	Category IVB	\$
Non Point Source	Category VII	\$ 587,800
Estuary Management	Category XI	\$
TOTAL:		\$

3. Total estimated project costs:

Total Construction Cost	\$587,800
Engineering Cost	\$ 61,900
Legal Cost	\$ 14,000
Other Costs (state) *	\$ 35,400
Contingencies	\$ 60,000
Total Project Cost	\$759,100

\*Resident Inspection & Start up

4. What is the anticipated financing through SRF?           \$759,100

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

**ORDINANCE NO. 003 OF 2012**

**AN ORDINANCE APPROVING THE CONTRACT FOR SERVICES WITH GEOGRAPHIC TECHNOLOGIES GROUP, INC. SETTING THE TERMS AND CONDITIONS OF SAID CONTRACT, AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BY THE MAYOR, WAYNE MCCULLEN, AFTER DUE COMPLIANCE WITH THE LAW, AND FURTHER PROVIDING FOR ADVERTIZING AND A SAVINGS CLAUSE**

**WHEREAS**, the City of Natchitoches desires to enter into a **Contract for Services** with Geographic Technologies Group, Inc. (sometimes hereinafter "GTG") to provide professional services for Geographic Information Systems ("GIS") Strategic Plan Development; and

**WHEREAS**, the City finds that the proposed Scope of Services (Attachment A) and terms of this Contract are acceptable; and

**WHEREAS**, in consideration of GTG performing the services, the City agrees to pay GTG an amount not to exceed \$140,750.00, for services and tasks described in Attachment A to the Contract for Services; and

**WHEREAS**, the City Council of the City of Natchitoches has reviewed the attached Contract for Services and Attachment A and approves same.

**NOW THEREFORE BE IT ORDAINED** that the City Council does hereby authorize and empower Mayor, Wayne McCullen, to represent the City and execute a Contract for Services by and between the City of Natchitoches and Geographic Technologies Group, Inc. for the professional services of Geographic Information Systems (GIS) as represented in Attachment A, a copy of which is attached hereto and made a part hereof.

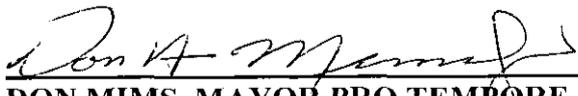
This Ordinance was introduced on the 23<sup>rd</sup> day of January, 2012 and published in *The Natchitoches Times* on January 27, 2012 in accordance with law.

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

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

**THEREUPON**, the Mayor declared the Ordinance **PASSED** this 13<sup>th</sup> day of February, 2012 by a vote of 5 ayes to 0 nays.

  
WAYNE MCCULLEN, MAYOR

  
DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 14<sup>th</sup> day of February, 2012 at 10:00 A.M.

## CONTRACT FOR SERVICES

This CONTRACT for services entered into by and between the City of Natchitoches, Louisiana, hereinafter called the "CITY," and Geographic Technologies Group, Inc., a North Carolina corporation of 1202 Parkway Drive, Goldsboro, North Carolina 27534 hereinafter called "GTG."

WITNESSETH THAT:

WHEREAS, The City desires to engage GTG to provide professional services for Geographic Information Systems (GIS) Strategic Plan Development and,

WHEREAS, The City finds that the proposed Scope of Services (Attachment A) and terms of this Contract are acceptable; and,

WHEREAS, GTG desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Employment of GTG. The City hereby engages GTG and GTG hereby agrees to perform the professional services hereinafter set forth. The intent of this Contract is to set out the general terms by which the Scope of Services (Attachment A) is agreed to.
2. Scope of Services. GTG shall perform, in a professional manner, the services set forth in *Attachments to this Contract which outline the Scope of Services, schedule, and fee.*
3. Extra Services. GTG shall provide extra services, not specifically called for in the Scope of Services (Attachment A), only upon written authorization from The City.
4. Time of Performance. GTG will commence work on or as soon as practicable after the date of execution of this contract and all work as set forth in the Scope of Services (Attachment A) shall be completed within the time specified in of the Scope of Services (Attachment A) assuming the timely submission of all required scheduling of all meetings and reviews by The City. If The City requests modifications to the Scope of Services (Attachment A) time of performance of GTG shall be adjusted appropriately.

GTG's services under this Contract shall be considered complete at the date when the submissions for that the Plan have been accepted by The City.

5. Meetings. This Contract includes attendance by GTG at meetings, as identified in the Scope of Services (Attachment A) to make presentations or to otherwise review the progress of the work.
6. Reports. GTG shall prepare and submit to The City reports as called for in the Scope of Services (Attachment A), attached hereto.

7. Compensation. In consideration of GTG performing the services, the City agrees to pay GTG for an amount not to exceed One Hundred Forty Thousand Seven Hundred Fifty dollars and no/100, (\$140,750.00), for services and tasks more fully described in Scope of Services (Attachment A).

7.1 Method and Timing of payment. Payment by the City for the services shall be made on a monthly basis, thirty (30) days after receipt of invoice.

8. Personnel. GTG represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract and that such personnel will be fully qualified to perform such services.

9. Responsibilities of the City. It is agreed that the City will have the following responsibilities under this Contract:

- a. The providing of all available information, data, reports, records, and maps to which the City has access and which are needed by GTG for the performance of the services provided for herein.
- b. Providing assistance and cooperation for GTG in obtaining any other needed material that the City does not have in its possession to complete the Scope of Services (Attachment A).
- c. Making available the services of the City as may be necessary to obtain information as needed to perform the work program set forth in the Scope of Services (Attachment A).
- d. The designation of a single representative who will be authorized to make necessary decisions required on behalf of the City and will serve to provide the necessary direction and coordination for the project.

All such responsibilities shall be conducted in a timely manner and without undue delay so as not to delay GTG in the performance of its services.

10. Delays Beyond the Control of GTG. It is agreed that events that are beyond the control of GTG or the City may occur which may delay the performance of the Scope of Services (Attachment A). In the event that the performance of the Scope of Services (Attachment A) by GTG is delayed beyond its control, GTG shall notify the City of such delay and the reasons therefore, and The City may, at its discretion, extend the time of performance appropriately.
11. Dispute Resolution. The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this contract promptly by negotiation between appropriate parties who have authority to settle the controversy.

The disputing party shall give the other party written notice of the dispute. Within ten (10) days after receipt of said notice, the receiving party shall submit to the other a written response. The notice and response shall include:

- (a) a statement of each party's position and a summary of the evidence and arguments supporting its position, and
- (b) the name and title of the designated representative who will represent that party.

The executive shall meet at a mutually acceptable time and place within twenty (20) days of the date of the disputing party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

If the controversy or claim has not been resolved within thirty (30) days of the meeting of the appropriate parties, the parties may use other available means of dispute resolution including the courts.

- 12. Changes. The City or GTG may, from time to time, request modifications or changes in the Scope of Services (Attachment A). Such changes, including any increase or decrease in the amount of GTG's compensation, which are mutually agreed upon by and between the City and GTG, shall be incorporated in written amendments.
- 13. Termination of Contract. This Contract may be terminated by either the City or GTG with fourteen (14) days written notice. In the event of such termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by GTG shall, at the option of the City, become its property. GTG shall be entitled to receive just and equitable compensation for work accomplished prior to the termination.
- 14. Assignability. This Contract shall not be assigned or transferred by either GTG or the City without the prior written consent of the other.
- 15. Liability and Standard of Care. GTG shall perform services for the City in a professional manner, using that degree of care and skill ordinarily exercised by consultants practicing in the same or similar locality as the project. The total liability of GTG whether in contract, tort (including negligence, whether sole or concurrent), or otherwise arising out of, connected with or resulting from the services provided pursuant to this contract shall not exceed the total fees paid for the work in question

The City acknowledges that GTG is a Corporation and agrees that any claim made by the City arising out of any act or omission of any director, officer or employee of GTG in the execution or performance of this contract shall be made against GTG and not against such director, officer, or employee.

GTG will maintain the following minimum limits of insurance during the term of this agreement:

A. General Liability

- Each Occurrence: \$1,000,000
- Fire Damage (Any one fire) \$50,000
- Medical Expenses (Any one person) \$10,000
- Personal & Adv Injury \$1,000,000
- General Aggregate \$2,000,000

Coverage shall include contractual liability, products and completed operations, independent contractors, broad form general liability extensions, and per contract aggregate.

B. Automobile Liability – Combined Single Limit \$1,000,000

C. Worker's Compensation Statutory

Each Accident \$500,000

Each Disease – Each Employee \$500,000

Each Disease – Policy Limit \$500,000

D. Professional Liability insurance on an occurrence or claims made basis with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit. This policy shall cover GTG, all employees, and/or volunteers and all independent contractors, subcontractors and professional contractual persons hired or retained by GTG.

IN WITNESS WHEREOF, GTG and The City have executed this Contract as of the date written below and under the laws of the State of North Carolina.

**Geographic Technologies Group, Inc.  
(GTG),**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Natchitoches, LA**

By: Wayne McCullen

Title: Mayor

Date: 2-14-2012

**Geographic Information System (GIS)  
Scope of Services Attachment A**

To:

**City of Natchitoches**

Mayor Wayne McCullen  
[wmccullen@natchitochesla.gov](mailto:wmccullen@natchitochesla.gov)

**PLANNING AND ZONING**

Juanita Fowler  
318-357-3840 Fax 318-357-3837  
[jfowler@natchitochesla.gov](mailto:jfowler@natchitochesla.gov)

**UTILITIES**

Bryan Wimberly – Utilities Director  
[bwimberly@natchitochesla.gov](mailto:bwimberly@natchitochesla.gov) 318 357-3875

**PUBLIC WORKS**

Micheal Braxton – Public Works Director  
[mbraxton@natchitochesla.gov](mailto:mbraxton@natchitochesla.gov) 318-357-3875

**PLANNING AND ZONING**

Juanita Fowler - Director of Planning & Zoning  
[jfowler@natchitochesla.gov](mailto:jfowler@natchitochesla.gov) 318-357-3840

**FINANCE DEPARTMENT**

Pat Jones – Finance Director  
[pjones@natchitochesla.gov](mailto:pjones@natchitochesla.gov) 318-357-3825

**FIRE DEPARTMENT**

Dennie Boyt – Fire Chief  
[dboyt@natchitochesla.gov](mailto:dboyt@natchitochesla.gov) 318-357-3860

**INFORMATION TECHNOLOGY**

Steve Stinger – IT  
[sstinger@natchitochesla.gov](mailto:ssstinger@natchitochesla.gov) 318-357-3786  
Sophie Culotta  
[sculotta@natchitochesla.gov](mailto:sculotta@natchitochesla.gov) 318-357-3786

**POLICE DEPARTMENT**

Nikeo Collins  
[ncollins@natchitochesla.gov](mailto:ncollins@natchitochesla.gov) 318-357-3855

From:

**Geographic Technologies Group**

Mr. David Holdstock CEO

1202 Parkway Drive

Goldsboro, NC 27534

## Scope of Services

The following section describes Geographic Technologies Group's (GTG) understanding of the requirements of the City of Natchitoches and the methodology and detailed work plan for accomplishing the proposed scope of services.

### **Task #1: Software Deployment**

Total GTG Fee - \$15,000

The overall goal of Task 1 is to deploy in all departments ESRI's suite of software products and GTG's custom Web application. GTG will assist the City with the procurement of Environmental Systems Research Institutes (ESRI) Small Government Enterprise License Agreement (ELA). GTG will work with IT to assist in the deployment of the ESRI suite of desktop software products in each department. GTG will provide guidance for the various ESRI license levels and help the City determine user groups such as GIS Viewers, Editors, and Power Users. GTG will also configure and deploy the ESRI ArcGIS Server and ArcSDE server products and the enterprise Geo Blade intranet Web Solution.

#### Deliverables:

- 1a. Assist the IT Department with deploying the ESRI ELA suite of products, including but not limited to Arc GIS Server and ArcGIS Desktop (ArcView, ArcInfo, and ArcEditor license levels).
- 1b. Configure and customize GTG's Geo-Blade Web solution
  - Develop custom configurations that can be department and user specific.

### **Task #2: Geodatabase Design, Development, and Database Creation**

Total GTG Fee - \$80,750

The overall goal of Task 2 is to design and deploy an enterprise geodatabase for use by all departments, convert existing water and electric CAD data to a GIS format, incorporate zoning and flood plain data, and create fire station drive time maps.

### **Geodatabase Design and Development**

The geodatabase design will include digital data layers that are typically used by local government including electric, water, storm water, and the sewer system. The design will be a complete municipal design and will contain "place holders" for future GIS data that does not currently exist. GTG will meet with specific departments to discuss attribution and design. GTG will develop a draft database design specification for review by the City.

GTG will refine the preliminary geodatabase design based upon comments from City staff. The geodatabase design will be reviewed to ensure that it will meet the various requirements of the City's GIS. These requirements may include geometric networks, application development, database relationships, etc. The geodatabase design can then be further refined to meet these needs. The database design will be finalized and become the foundation of the enterprise GIS.

### **Conversion of Water System CAD Data**

GTG will use a combination of data conversion and some "heads-up digitizing to create a digital representation of the City's water system in GIS. *GTG understands that the existing water system information is spatially inaccurate with missing and incomplete data.* GTG will use our experience to build a water system that the Utilities Department can grow. The objective is to establish a GIS water system network that can be used for "asset management" and "modeling", has connectivity, and is topologically correct. The water system will be created from existing CAD data and other digital data sources made available by the City. Connectivity will be established in the water network. Where possible, the water system data will be spatially adjusted to improve horizontal accuracy. Minimal GPS field data collection may be used as needed. The level of effort will be approximately 5 to 6 weeks of staff time (Senior GIS Manager, Analysts, and Technicians).

### **Conversion of Electric System CAD Data**

GTG will convert all electric system CAD data to create a digital representation of the City's electric system in GIS. GTG understands that the existing electric system information is relatively accurate, but includes

schematic drawings. GTG will use our experience to build an electric GIS that the Utilities Department can grow. The objective is to establish a GIS electric system network that can be used for management, has connectivity, and is topologically correct. The electric system will be created from existing CAD data and other digital data sources made available by the City. Connectivity will be established in the electric network. Where possible, the electric system data will be spatially adjusted to improve horizontal accuracy. Minimal GPS field data collection may be used as needed. The level of effort will be approximately 6 to 7 weeks of staff time (Senior GIS Manager, Analysts, and Technicians).

#### **Data Creation, Incorporation and Drive Time Analysis**

Using existing data, GTG will create a Citywide zoning layer, load existing (FEMA) Flood plan data layers and develop drive time maps for the Fire Department.

##### Deliverables:

- 2a. Design an enterprise Geodatabase
- 2b. Develop the enterprise Geodatabase
- 2c. Conversion of Electric System Data into GIS
- 2d. Conversion of Water System Data into GIS
- 2e. Create Zoning Layer
- 2f. Incorporate FEMA's flood plain Layer
- 2g. Develop drive time maps

#### **Task #3: GIS Training**

Total GTG Fee - \$20,000

GTG will train a total of 9 City staff on the following applications:

- ArcGIS Desktop (GIS basics, cartography, map production, editing, analysis) (up to 7 staff)
- Geo Blade Web (unlimited classroom size)
- Custom Applications – including ArcGIS Server, ArcSDE, and related technology - (2 IT Staff)

##### Deliverables:

Training Material for each workshop

## **ADDITIONAL WORK OUTSIDE OF THIS SCOPE OF SERVICES BUT RELATED TO THE ENTERPRISE SOLUTION**

### **Task #4: City of Natchitoches Police Department Services**

The following services will be completed for the City of Natchitoches Police Department and will be billed separately.

- Install GeoBlade Crimes, GeoBlade Dispatch, GeoBlade Fires on the City's ArcGIS Server
- Configure GeoBlade applications with the following functionality
  - GeoBlade Dispatch Install
    - CAD Connection to SunGard's DISPATCH application for plotting calls for service and E911 calls
    - Load ArcGIS Server services for base maps in Dispatch
    - Configure map tips, predefined searches, buffer searches, reports, print templates, address locators, and street searches
    - Setup Google Earth integration
    - Setup plume analysis
    - Install GeoBlade Dispatch on client workstations
  - GeoBlade Dispatch Training
    - Train City of Natchitoches Police Department staff on GeoBlade Dispatch Administration component
    - Train City of Natchitoches dispatchers on GeoBlade Dispatch end-user component
    - Provide administrative and end-user documents
  - GeoBlade Crimes Install
    - RMS Connection to SunGard's CRIMES application
    - Load ArcGIS services for base maps in Crimes
    - *Configure GeoBlade Crimes for spatial, crime type, time and date searches*
    - Configure pre-defined Crime searches per the City's request
    - Configure map tips, predefined searches, buffer searches, reports, print templates, address locators, and street searches
    - Setup Google Earth integration
    - Setup plume analysis
    - Install GeoBlade Crimes on client workstations

- GeoBlade Crimes Training
  - Train City of Natchitoches Police Department staff on GeoBlade Crimes Administration component
  - Train City of Natchitoches Police Department Administrators and Command Staff on GeoBlade Crimes end-user component
  - Provide administrative and end-user documents
- GeoBlade Fires Install
  - RMS Connection to SunGard's FIRES application
  - Load ArcGIS services for base maps in Fires
  - Configure GeoBlade Crimes for spatial, crime type, time and date searches
  - Configure pre-defined Crime searches per the City's request
  - Configure map tips, predefined searches, buffer searches, reports, print templates, address locators, and street searches
  - Setup Google Earth integration
  - Setup plume analysis
  - Install GeoBlade Fires on client workstations
- GeoBlade Fires Training
  - Train City of Natchitoches Fire Department staff on GeoBlade Crimes Administration component
  - Train City of Natchitoches Fire Department staff on GeoBlade Crimes end-user component
  - Provide administrative and end-user documents

**Figure 1: Three-Year GIS Budget for the City of Natchitoches**

	Year One	Year Two	Year Three	Total
<b>Software</b>				
Small Government ELA (City)	\$10,000	\$10,000	\$10,000	\$30,000
Small Government ELA (Police)	\$15,000	\$15,000	\$15,000	\$45,000
GeoBlade Silverlight	\$15,000	\$2,100	\$2,100	\$19,200
<b>Total Software Costs</b>	<b>\$40,000</b>	<b>\$27,100</b>	<b>\$27,100</b>	<b>\$94,200</b>
<b>Data and Databases</b>				
Enterprise Geodatabase Design	\$25,000			\$25,000
Water GIS System	\$25,000			\$25,000
Sewer GIS System		\$25,000		\$25,000
Electric GIS System	\$30,000			\$30,000
Zoning Layer	\$250			\$250
Flood Plain Layer	\$250			\$250
Fire Station Location (Drive Times)	\$250			\$250
<b>Total Data and Databases</b>	<b>\$80,750</b>	<b>\$25,000</b>	<b>\$0</b>	<b>\$105,750</b>
<b>Training and Education</b>				
Esri ArcInfo (9 Staff)	\$12,500	\$2,500	\$2,500	\$17,500
GeoBlade Web (Silverlight)	\$2,500			\$2,500
Custom Applications	\$5,000	\$5,000		\$10,000
<b>Total Training and Education</b>	<b>\$20,000</b>	<b>\$7,500</b>	<b>\$2,500</b>	<b>\$30,000</b>
<b>Total</b>				
	<b>\$140,750</b>	<b>\$59,600</b>	<b>\$29,600</b>	<b>\$229,950</b>

IT DEPARTMENT	Year One	February	March	April	May	June
Small Government ELA	\$1,666.67	\$1,666.67	\$0.00	\$0.00	\$0.00	\$0.00
GeoBlade Web (Silverlight)	\$2,142.85	\$2,142.85	\$0.00	\$0.00	\$0.00	\$0.00
Arclnfo Training (2 People)	\$2,777.79	\$0.00	\$2,777.79	\$0.00	\$0.00	\$0.00
GeoBlade Web Training (1 Person)	\$357.14	\$0.00	\$357.14	\$0.00	\$0.00	\$0.00
Custom (Application) Training	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$0.00
<b>TOTAL DEPARTMENTAL FEE</b>	<b>\$11,944.45</b>	<b>\$3,809.52</b>	<b>\$3,134.93</b>	<b>\$5,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

*[Signature]*  
IT Director

PLANNING AND ZONING	Year One	February	March	April	May	June
Small Government ELA	\$1,666.67	\$1,666.67	\$0.00	\$0.00	\$0.00	\$0.00
Enterprise Geodatabase Design	\$4,166.66	\$3,333.33	\$833.33	\$0.00	\$0.00	\$0.00
GeoBlade Web (Silverlight)	\$2,142.86	\$2,142.86	\$0.00	\$0.00	\$0.00	\$0.00
Zoning Layer	\$250.00	\$0.00	\$250.00	\$0.00	\$0.00	\$0.00
Flood Plain Layer	\$250.00	\$0.00	\$250.00	\$0.00	\$0.00	\$0.00
Arclnfo Training (1 Person)	\$1,388.89	\$0.00	\$1,388.89	\$0.00	\$0.00	\$0.00
GeoBlade Web Training (1 Person)	\$357.14	\$0.00	\$357.14	\$0.00	\$0.00	\$0.00
<b>TOTAL DEPARTMENTAL FEE</b>	<b>\$10,222.22</b>	<b>\$7,142.86</b>	<b>\$3,079.36</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

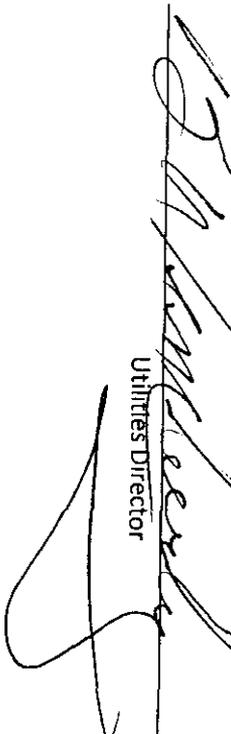
*[Signature]*  
Planning and Zoning Director

Figure 2: GIS Budget, Schedule, and Departmental Billing

	Year One	February	March	April	May	June
<b>SOFTWARE</b>						
Small Government ELA (City)	\$10,000	\$10,000				
Small Government ELA (Police)	\$15,000	\$15,000				
Geoblade Web (Silverlight)	\$15,000	\$15,000				
<b>DATA AND DATABASES</b>						
Enterprise Geodatabase Design	\$25,000	\$20,000	\$5,000			
Water GIS System	\$25,000		\$6,250	\$6,250	\$6,250	\$6,250
Electric GIS System	\$30,000		\$7,500	\$7,500	\$7,500	\$7,500
Zoning Layer	\$250		\$250			
Flood Plain Layer	\$250		\$250			
Fire Station Location (Drive Times)	\$250		\$250			
<b>GIS TRAINING</b>						
Esri Archinfo (9 Staff)	\$12,500		\$12,500			
Geoblade Web (Silverlight)	\$2,500		\$2,500			
Custom Applications	\$5,000			\$5,000		
<b>TOTAL</b>	<b>\$140,750</b>	<b>\$60,000</b>	<b>\$34,500</b>	<b>\$18,750</b>	<b>\$13,750</b>	<b>\$13,750</b>

DEPARTMENTAL BILLING	Year One	February	March	April	May	June
Finance Office	\$9,722.22	\$7,142.86	\$2,579.36	\$0.00	\$0.00	\$0.00
Fire Department	\$9,972.22	\$7,142.86	\$2,829.36	\$0.00	\$0.00	\$0.00
IT Department	\$11,944.45	\$3,809.52	\$3,134.93	\$5,000.00	\$0.00	\$0.00
Planning and Zoning	\$10,222.22	\$7,142.86	\$3,079.36	\$0.00	\$0.00	\$0.00
Police Department	\$23,055.54	\$20,476.18	\$2,579.36	\$0.00	\$0.00	\$0.00
Public Works	\$9,722.22	\$7,142.86	\$2,579.36	\$0.00	\$0.00	\$0.00
Utilities	\$66,111.13	\$7,142.86	\$17,718.27	\$13,750.00	\$13,750.00	\$13,750.00
<b>TOTAL</b>	<b>\$140,750</b>	<b>\$60,000</b>	<b>\$34,500</b>	<b>\$18,750</b>	<b>\$13,750</b>	<b>\$13,750</b>

UTILITIES	Year One	February	March	April	May	June
Small Government ELA	\$1,666.67	\$1,666.67	\$0.00	\$0.00	\$0.00	\$0.00
Enterprise Geodatabase Design	\$4,166.66	\$3,333.33	\$833.33	\$0.00	\$0.00	\$0.00
GeoBlade Web (Silverlight)	\$2,142.86	\$2,142.86	\$0.00	\$0.00	\$0.00	\$0.00
Water GIS System	\$25,000.00	\$0.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00
Electric GIS System	\$30,000.00	\$0.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
ArcInfo Training (2 People)	\$2,777.80	\$0.00	\$2,777.80	\$0.00	\$0.00	\$0.00
GeoBlade Web Training (1 Person)	\$357.14	\$0.00	\$357.14	\$0.00	\$0.00	\$0.00
<b>TOTAL DEPARTMENTAL FEE</b>	<b>\$66,111.13</b>	<b>\$7,142.86</b>	<b>\$17,718.27</b>	<b>\$13,750.00</b>	<b>\$13,750.00</b>	<b>\$13,750.00</b>

  
 Utilities Director

TOTAL DEPARTMENTAL BILLING	Year One	February	March	April	May	June
<b>TOTAL</b>	<b>\$140,750.00</b>	<b>\$60,000.00</b>	<b>\$34,500.00</b>	<b>\$18,750.00</b>	<b>\$13,750.00</b>	<b>\$13,750.00</b>

POLICE DEPARTMENT		Year One	February	March	April	May	June
Small Government ELA (Police)	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Enterprise Geodatabase Design	\$4,166.66	\$3,333.33	\$833.33	\$0.00	\$0.00	\$0.00	\$0.00
GeoBlade Web (Silverlight)	\$2,142.85	\$2,142.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Arclinfo Training (1 Person)	\$1,388.89	\$0.00	\$1,388.89	\$0.00	\$0.00	\$0.00	\$0.00
GeoBlade Web Training (1 Person)	\$357.14	\$0.00	\$357.14	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL DEPARTMENTAL FEE</b>	<b>\$23,055.54</b>	<b>\$20,476.18</b>	<b>\$2,579.36</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

*[Signature]*

Police Chief

PUBLIC WORKS		Year One	February	March	April	May	June
Small Government ELA	\$1,666.67	\$1,666.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Enterprise Geodatabase Design	\$4,166.66	\$3,333.33	\$833.33	\$0.00	\$0.00	\$0.00	\$0.00
GeoBlade Web (Silverlight)	\$2,142.86	\$2,142.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Arclinfo Training (1 Person)	\$1,388.89	\$0.00	\$1,388.89	\$0.00	\$0.00	\$0.00	\$0.00
GeoBlade Web Training (1 Person)	\$357.14	\$0.00	\$357.14	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL DEPARTMENTAL FEE</b>	<b>\$9,722.22</b>	<b>\$7,142.86</b>	<b>\$2,579.36</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

*[Signature]*

Public Works Director

FINANCE OFFICE		Year One	February	March	April	May	June
Small Government ELA		\$1,666.67	\$1,666.67	\$0.00	\$0.00	\$0.00	\$0.00
Enterprise Geodatabase Design		\$4,166.66	\$3,333.33	\$833.33	\$0.00	\$0.00	\$0.00
GeoBlade Web (Silverlight)		\$2,142.86	\$2,142.86	\$0.00	\$0.00	\$0.00	\$0.00
Arclnfo Training (1 Person)		\$1,388.89	\$0.00	\$1,388.89	\$0.00	\$0.00	\$0.00
GeoBlade Web Training (1 Person)		\$357.14	\$0.00	\$357.14	\$0.00	\$0.00	\$0.00
<b>TOTAL DEPARTMENTAL FEE</b>		<b>\$9,722.22</b>	<b>\$7,142.86</b>	<b>\$2,579.36</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

*Patrick S. Jones*  
Finance Director

FIRE DEPARTMENT		Year One	February	March	April	May	June
Small Government ELA		\$1,666.67	\$1,666.67	\$0.00	\$0.00	\$0.00	\$0.00
Enterprise Geodatabase Design		\$4,166.66	\$3,333.33	\$833.33	\$0.00	\$0.00	\$0.00
GeoBlade Web (Silverlight)		\$2,142.86	\$2,142.86	\$0.00	\$0.00	\$0.00	\$0.00
Fire Station Location (Drive Times)		\$250.00	\$0.00	\$250.00	\$0.00	\$0.00	\$0.00
Arclnfo Training (1 Person)		\$1,388.89	\$0.00	\$1,388.89	\$0.00	\$0.00	\$0.00
GeoBlade Web Training (1 Person)		\$357.14	\$0.00	\$357.14	\$0.00	\$0.00	\$0.00
<b>TOTAL DEPARTMENTAL FEE</b>		<b>\$9,972.22</b>	<b>\$7,142.86</b>	<b>\$2,829.36</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

*D. C. B.*  
Fire Chief

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

**ORDINANCE NO. 004 OF 2012**

**ORDINANCE AUTHORIZING THE MAYOR OF  
THE CITY OF NATCHITOCHEs TO AWARD THE BID  
FOR THE LOUISIANA COMMUNITY DEVELOPMENT BLOCK GRANT  
PHYSICAL ACCESSIBILITY PROGRAM**

**WHEREAS**, bids were advertised for the City of Natchitoches Community Development Block Grant Project, FY 2010 LCDBG Physical Accessibility Program, in the *Natchitoches Times* on November 22, November 29, and December 6, 2011 and re-advertised on January 6, 2012, in accordance with law; and

**WHEREAS**, GNF Management Company, Inc. opened the bid received on January 11, 2011; and

**WHEREAS**, one bid proposal was received from the sole bidder of David B. Womack Contractor, LLC on the five homes targeted for physical accessibility improvements as follows:

1)	Jesse Doty, 1328 Breda Avenue.....	\$12,275.00
2)	Audrey Williams, 411 Lafayette Street.....	\$ 6,400.00
3)	Rose Marshall, 226 Gibson Street.....	\$ 9,834.00
4)	Shirley Mock, 322 Carver Avenue.....	\$10,800.00
5)	Rosanna Blake, 121 Sylvan Drive.....	\$ 4,725.00
	Total	\$44,034.00

**WHEREAS**, on January 18, 2012, the committee of Pat Jones, Edd Lee, Randy LaCaze and Larry Payne reviewed the recommendation of GNF Management Company, Inc., relative to the bid received on its Louisiana Community Development Block Grant Program for physical accessibility improvements; and

**WHEREAS**, the above committee members unanimously recommend the City award the bid to the only responsive bidder, **David B. Womack Contractor, LLC** of Elm Grove, Louisiana in the amount of \$44,034.00; and

**WHEREAS**, due to insufficient funds of LCDBD, it is necessary for the City to inject funds in the amount of \$9,034.00 to the LCDBG construction budget of \$35,000.00 in order to award this bid; and

**WHEREAS**, this Ordinance was Introduced on January 23, 2012 and published in *The Natchitoches Times* on January 27, 2012 in accordance with law.

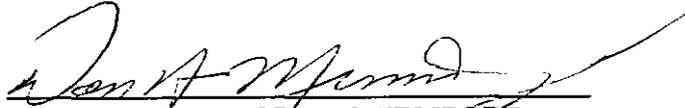
**NOW, THEREFORE, BE IT RESOLVED** that the Honorable Wayne McCullen, Mayor, is hereby authorized and empowered to sign any and all documents necessary for the acceptance of this bid and to add the required funding to the LCDBG construction budget.

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

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

**THEREUPON**, the Mayor declared the Ordinance **PASSED** this 13<sup>th</sup> day of February, 2012 by a vote of 5 ayes to 0 nays.

  
WAYNE McCULLEN, MAYOR

  
DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 14<sup>th</sup> day of February, 2012 at 10:00 A.M.

## TABULATION OF BIDS

LCDBG PROJECT NO. 698936

PREPARED BY: GNF MANAGEMENT COMPANY

BID DATE: 11-JUN-12

POST OFFICE BOX 7376

BID TIME: 2:00 P.M.

CITY OF NATCHITOCHES

MONROE, LOUISIANA 71211-7376

FY 2010 PHYSICAL ACCESSIBILITY PROGRAM

BIDS		DAVID S. WOMACK CONTRACTOR LLC 1188 HWY 927 ELM GROVE, LA 71051			LCDBG CONSTRUCTION BUDGET	
ITEM	HOUSE LOCATION AND OWNER	QUANTITY	UNIT PRICE	TOTAL PRICE	LCDBG BUDGET	ACTUAL BID(S)
1	JESSE DOTY, 1328 BREA AVE	1	\$ 12,275.00	\$ 12,275.00	\$ 35,000.00	\$ 44,034.00
2	AUDREY WILLIAMS, 411 LAFAYETTE STREET	1	\$ 6,400.00	\$ 6,400.00		
3	ROSE MARSHALL, 226 GIBSON STREET	1	\$ 9,834.00	\$ 9,834.00		
4	SHIRLEY MOCK, 322 CARVER AVENUE	1	\$ 10,800.00	\$ 10,800.00		
5	ROSANNA BLAKE, 121 SYLVAN DRIVE	1	\$ 4,725.00	\$ 4,725.00		
<b>TOTAL BID PRICE:</b>			<b>\$</b>	<b>\$ 44,034.00</b>		
<b>SURETY:</b>						
<b>LA LICENSE NO.:</b>						
<b>BUDGET BALANCE</b>		<b>(\$9,034.00)</b>				

WE CERTIFY THIS TO BE A TRUE AND CORRECT COPY OF ALL BIDS RECEIVED.

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

**RESOLUTION NO. 009 OF 2012**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
CHANGE ORDER NO. 1 - FINAL TO THE ENERGY EFFICIENT IMPROVEMENTS  
AT CENTRAL, MARTIN LUTHER KING AND EAST FIFTH FIRE STATIONS**

**(BID NO. 0508)**

**WHEREAS**, the City of Natchitoches awarded a contract to Petron, LLC by Ordinance No. 066 of 2010 on December 13, 2010 in the base bid amount of \$128,801.00 for the Energy Efficient Improvements at Central, Martin Luther King and East Fifth Fire Stations (Bid No. 0508); and,

**WHEREAS**, the Engineer, Norman Nassif of Nassif Engineering & Architecture, LLC, has recommended Change Order No. 1 - Final dated February 13, 2012 (attached) reflecting an additional 195 days to the contract time; and

**WHEREAS**, Nassif Engineering & Architecture, LLC, project Engineer, recommends approval of Change Order No. 1 - Final; and

**WHEREAS**, the City is of the opinion that Change Order No. 1 - Final 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 Honorable Wayne McCullen, Mayor, be and is hereby authorized, empowered and directed to execute the referenced Change Order No. 1 - Final to the agreement between the City and the Contractor.

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

**AYES: Payne, Morrow, 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 13<sup>th</sup> day of February, 2012.

  
\_\_\_\_\_  
WAYNE McCULLEN, MAYOR

CHANGE ORDER

Change Order No.: One (1) - Final

Change Order Date: February 13, 2012

PROJECT: Energy Efficient Improvements at Central, Martin Luther King and East Fifth Fire Stations

OWNER: City of Natchitoches

CONTRACTOR: Petron, LLC

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

Contract time extension as a result of dealing with multiple additional building projects that were ongoing at Central Fire Station during construction of this project. Projects were not known about until after this project had been bid and awarded.

Revised Substantial Completion and Final Completion are February 14, 2012 and March 30, 2012 accordingly.

Change in Contract Price:

Original Contract Price: .....\$ 128,801.00  
Contract Price adjusted by prior Change Orders.....\$ N/A  
Contract Price due to this Change Order (will not change): .....\$ 0.00  
Contract Price incorporating this Change Order will be: .....\$ 128,801.00

Change in Contract Time:

Original Contract Time (calendar days)..... 165  
Contract Time adjusted by prior Change Orders ..... N/A  
Contract Time due to this Change Order (will increase): ..... 195  
Contract Time incorporating this Change Order will be: ..... 360

Recommended by (Engineer): Nassif Engineering & Architecture, LLC

*Muhammad Nassif*  
(Signature)

2/16/12  
Date

Accepted by (Contractor): Petron, LLC

*John Bullard*  
(Signature)

3/1/12  
Date

Approved by (Owner): City of Natchitoches

*Wayne McCullen*  
(Signature)

2/17/12  
Date

Mayor McCullen asked Chief Dennie Boyt if he had any comments he would like to share regarding the improvements to the Fire Station.

Chief Boyt said the Fire Station looks great and he is pleased with the improvements.

The following Resolution was Introduced by Councilman at Large Don Mims and Seconded by Councilman Nielsen as follows, to-wit:

**RESOLUTION NO. 010 OF 2012**

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR THE ENERGY EFFICIENT IMPROVEMENTS AT CENTRAL, MARTIN LUTHER KING AND EAST FIFTH FIRE STATIONS**

**(BID NO. 0508)**

**WHEREAS**, the City of Natchitoches awarded the contract for the Energy Efficient Improvements at Central, Martin Luther King and East Fifth Fire Stations (Bid No. 0508) to Petron, LLC by Ordinance No. 066 of 2010 on December 13, 2010 in the amount of \$128,801.00; and

**WHEREAS**, it is the opinion of Norman Nassif of Nassif Engineering & Architecture, LLC that the work required by the Contract is found to be substantially completed and in general conformity with the project plans and specifications as shown by his signature on the Certificate of Substantial Completion.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Natchitoches, in legal session convened:

SECTION 1: That the Honorable Wayne McCullen, Mayor, be and is hereby authorized, empowered and directed to accept the work performed by Contractor in association with the said project and to execute the Certificate of Substantial Completion therewith when presented and approved by the Engineer; and

SECTION 2: That the Honorable Wayne McCullen, Mayor, be and is hereby authorized, empowered and directed to issue final payment to the Contractor upon receipt of the Clear Lien Certificate issued by the Natchitoches Parish Clerk of Court, and upon the recommendation of the Engineer to issue said final payment.

**NOW, THEREFORE, BE IT RESOLVED**, that the Natchitoches City Council does hereby authorize the Mayor to execute the Certificate of Substantial Completion for the Energy Efficient Improvements at Central, Martin Luther King and East Fifth Fire Stations (Bid No. 0508) and upon presentation and approval by the engineer, Norman Nassif.

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

<b>AYES:</b>	<b>Mims, Nielsen, Payne, McCain, Morrow</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Wayne McCullen declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 13<sup>th</sup> day of February, 2012.

  
\_\_\_\_\_  
WAYNE McCULLEN, MAYOR

# Certificate of Substantial Completion

Project: Energy Efficiency Improvements at Central, Martin Luther King and East Fifth Fire Stations  
Owner: City of Natchitoches  
Contractor: Petron, LLC  
Date of Contract: April 4, 2011

This Certificate of Substantial Completion applies to all Work under the Contract Documents.

February 14, 2012  
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

As applicable, a tentative list of items to be completed or corrected may be attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

Owner's Amended Responsibilities:

Security, Operation, Safety, Maintenance and Insurance.

Contractor's Amended Responsibilities:

Contractor shall maintain a Performance Bond for this project for a minimum of one year from the designated Substantial Completion date (February 14, 2013).

The following documents are attached to and made part of this Certificate:  
(None)

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Owner: City of Natchitoches

Wayne McCullen  
Wayne McCullen

2-14-12  
Date

Executed by Engineer: Nassif Engineering & Architecture, LLC

Norman Nassif  
Norman Nassif

2/14/12  
Date

Accepted by Contractor: Petron, LLC

Steve Ayres  
Steve Ayres

3-5-12  
Date

Mayor McCullen asked Bryan Wimberly, Director of Utilities if he had any comments he would like to share regarding the repainting of Lime Kiln Road and North Elevated Water Tanks.

Bryan Wimberly said they just finished up the two jobs and it was part of a master plan to bring them up to standard.

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

**RESOLUTION NO. 011 OF 2012**

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR THE WATER SYSTEM IMPROVEMENTS, REPAINTING LIME KILN ROAD & NORTH ELEVATED WATER TANKS**

**(BID NO. 0511)**

**WHEREAS**, the City of Natchitoches awarded the contract for the Water System Improvements, Repainting Lime Kiln Road & North Elevated Water Tanks (Bid No. 0511) to Southeastern Tank & Tower, Inc. by Ordinance No. 030 of 2011 on June 13, 2011 in the amount of \$210,490.00; and

**WHEREAS**, it is the opinion of Norman Nassif of Nassif Engineering & Architecture, LLC that the work required by the Contract is found to be substantially completed and in general conformity with the project plans and specifications as shown by his signature on the Certificate of Substantial Completion.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Natchitoches, in legal session convened:

SECTION 1: That the Honorable Wayne McCullen, Mayor, be and is hereby authorized, empowered and directed to accept the work performed by Contractor in association with the said project and to execute the Certificate of Substantial Completion therewith when presented and approved by the Engineer; and

SECTION 2: That the Honorable Wayne McCullen, Mayor, be and is hereby authorized, empowered and directed to issue final payment to the Contractor upon receipt of the Clear Lien Certificate issued by the Natchitoches Parish Clerk of Court, and upon the recommendation of the Engineer to issue said final payment.

**NOW, THEREFORE, BE IT RESOLVED**, that the Natchitoches City Council does hereby authorize the Mayor to execute the Certificate of Substantial Completion for the Water System Improvements, Repainting Lime Kiln Road & North Elevated Water Tanks (Bid No. 0511) and upon presentation and approval by the engineer, Norman Nassif.

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

**AYES: Nielsen, Payne, 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 13<sup>th</sup> day of February, 2012.

  
WAYNE McCULLEN, MAYOR



**RESOLUTION NUMBER: 012 OF 2012**

**DATE: February 13, 2012**

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

**RESOLUTION**

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

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

**WHEREAS**, the City of Natchitoches has requested funding assistance from the LA DOTD to/for Rehabilitate Terminal Ramp Phase I; 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 FAA will provide up to 95% of the necessary funding, and the LA DOTD will provide up to 5% of the necessary funding,

**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 AIP No. 3-22-0034-017-2011 and SPH H.009673, more fully identified in the Agreement attached hereto.

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

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

<b>YEAS:</b>	<b>McCain, Morrow, Payne, Nielsen, Mims</b>
<b>NAYS:</b>	<b>None</b>
<b>ABESENT:</b>	<b>None</b>

**WHEREUPON**, the Resolution was declared adopted on the 13<sup>th</sup> day of February 2012.

**CITY OF NATCHITOCHEs**

BY: Wayne McCullen  
(Signature)

Wayne McCullen

TITLE: Mayor

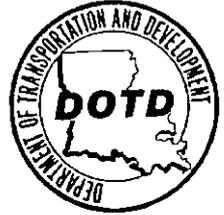
ATTEST: Carol S. Steadman  
(Signature)

TITLE: Clerk



BOBBY JINDAL  
GOVERNOR

STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
P.O. Box 94245  
Baton Rouge, Louisiana 70804-9245



SHERRI H. LEBAS, P.E.  
SECRETARY

[www.dotd.la.gov](http://www.dotd.la.gov)

(225) 379-3050

March 13, 2012

STATE PROJECT NO. H.009673  
A.I.P. NO. 3-22-0034-017-2011  
REHABILITATE TERMINAL RAMP-PHASE I  
NATCHITOCHE REGIONAL AIRPORT  
NATCHITOCHE PARISH

The Honorable Wayne McCullen  
Mayor, City of Natchitoches  
Post Office Box 37  
Natchitoches, Louisiana 71457

Re: Sponsor/State Agreement

Dear Mayor McCullen:

Transmitted is one (1) original copy of your fully executed Sponsor-State Agreement between the City of Natchitoches and DOTD for the referenced project.

Thank you for your support in this matter. Should you have any questions regarding this project, feel free to contact Ms. Tanya Schulingkamp (225) 379-3048 or e-mail [tanya.schulingkamp@la.gov](mailto:tanya.schulingkamp@la.gov).

Sincerely,

TONJIA SUMMERELL  
ASSISTANT AVIATION PROGRAM MANAGER

Attachment (1)

cc: Ms. Tanya Schulingkamp

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

AGREEMENT

STATE PROJECT NO. H.009673  
A.I.P. NO. 3-22-0034-017-2011  
REHABILITATE TERMINAL RAMP – PHASE I  
NATCHITOCHEs REGIONAL AIRPORT  
NATCHITOCHEs PARISH

THIS AGREEMENT, made and executed in three (3) original copies on this 12<sup>th</sup> day of March, 2012, by and between the Louisiana Department of Transportation and Development, hereinafter referred to as "DOTD", and the City of Natchitoches, a political subdivision of the State of Louisiana, responsible for all matters pertaining to 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 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 2011-2012 (15 GA) Aviation Needs and Project Priority Program; and

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

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

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

### ARTICLE I - PROJECT DESCRIPTION

The improvement that is to be undertaken under this project will consist generally of design for terminal ramp rehabilitation.

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

### ARTICLE II - PROJECT RESPONSIBILITY

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

### ARTICLE III – CERTIFICATION AND COMPLIANCE

Sponsor certifies by the signing of this agreement that each phase of this project, as well as all documents associated with this project, will be completed in accordance with all applicable Federal and State guidelines and/or regulations. It is solely the responsibility of the Sponsor to certify the appropriate development, completion and authenticity of all work and documents required of the Sponsor throughout this project. Three (2) separate Sponsor Certifications incorporated by reference herein and attached to and made part of this agreement, shall be completed, signed and sent to DOTD after each specified phase of the project as indicated in the Certifications attached hereto.

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

### ARTICLE IV – FUNDING

Except for services hereinafter specifically listed to be furnished at the expense of the Federal Aviation Administration (hereinafter referred to as FAA), DOTD or the Sponsor, the cost of this project will be shared between FAA and DOTD, with DOTD contributing an amount not to exceed \$ 2,575.00. With a written request from the Sponsor, DOTD may authorize, via letter, the approval of reimbursements over the amount here specified. **All such overages may not be approved until after the project is complete and at the end of the State's fiscal year, to determine if funds are available after all higher priorities have been considered.** The Sponsor, at its own expense, may incorporate items of work not eligible for DOTD participation into the construction contract if it so desires.

ARTICLE V – TAXES

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

ARTICLE VI - COST REIMBURSEMENTS

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

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

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

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

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

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

### ARTICLE VII – COST RECORDS

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

### ARTICLE VIII – ENGINEERING

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

### ARTICLE IX - BID PROCESS

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

Sponsor shall solicit bids for the services, labor and materials needed to construct the project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, et seq., applicable to political subdivisions of the State. Sponsor shall also keep a procurement file relative to the necessary acquisition of services, labor and materials needed to complete the project. DOTD may request review of the documents at any time. Sponsor shall maintain copies of the three lowest bidders' proposal sheets and bid bonds. The Sponsor shall also maintain:

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

The award of a contract shall be made within 30 calendar days of the date specified for public opening of bids, unless extended by the Sponsor. The contract and bond shall be recorded in the

Clerk of Court's office for the parish or parishes where the project is to be constructed.

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

#### ARTICLE X – CONSTRUCTION

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

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

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

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

#### ARTICLE XI – CIVIL RIGHTS

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

Further, the Sponsor agrees that its own employment policies and practices shall afford fair and

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

#### ARTICLE XII – DBE REQUIREMENTS

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

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

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

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

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

#### ARTICLE XIII – FINAL INSPECTION, ACCEPTANCE, REIMBURSEMENT & SPONSOR CERTIFICATION

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

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

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

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

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

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

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

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

#### ARTICLE XIV - OPERATION & MAINTENANCE RESPONSIBILITY

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

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

#### ARTICLE XV – HOLD HARMLESS AND INDEMNITY

Sponsor agrees and obligates itself, its successors and assigns, to defend, indemnify, save, protect and hold forever harmless and provide a defense for DOTD, its officials, officers and employees against any and all claims that may be asserted by any persons or parties resulting

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

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

#### ARTICLE XVI – CANCELLATION

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

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

#### ARTICLE XVII – AMENDMENT

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

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

WITNESSES:

CITY OF NATCHITOCHEs

*Aacy M. McQuary*  
(Witness for First Party)

BY: *Wayne McCullen*  
(Signature)

*Lisa Borders*  
(Witness for First Party)

Wayne McCullen  
Typed or Printed Name

Mayor  
Title

72 6000931  
Sponsor's Federal Identification Number

WITNESSES:

Michelle Darnell  
(Witness for Second Party)  
Karen Goffeur  
(Witness for Second Party)

STATE OF LOUISIANA  
THROUGH THE DEPARTMENT OF  
TRANSPORTATION AND  
DEVELOPMENT

By: A. S. St.  
Assistant Secretary

RECOMMENDED FOR APPROVAL

BY: [Signature]  
Division Head

APPROVED AS TO FORM:

BY: Tanya H. Schulringkamp  
Aviation Division

BY: Jonja Summerell  
Aviation Division

**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.009673 AIP Number: 3-22-0034-017-2011

Project Title: Rehabilitate Terminal Ramp Phase I "Design Only"

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 AN/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

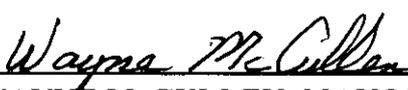
Dated: \_\_\_\_\_

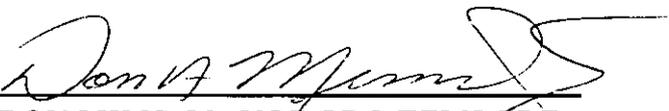
\_\_\_\_\_  
Typed Name and Title of Sponsor's Representative

Dated: \_\_\_\_\_

Mayor McCullen announced that the City of Natchitoches will be closed, Monday, February 20, 2012 in honor of Presidents Day.

Mayor McCullen asked if there were any other business, there being none, Mr. Mims made a motion to adjourn the meeting, Ms. Morrow seconded the motion, and the meeting was adjourned at 7:58 p.m.

  
\_\_\_\_\_  
WAYNE McCULLEN, MAYOR

  
\_\_\_\_\_  
DON MIMS, MAYOR PRO TEMPORE