

**PUBLIC HEARINGS (2) 5:00 P.M.**

The City of Natchitoches will conduct two (2) public hearings on Monday, July 23, 2012, beginning at 5:00 p.m. at the Natchitoches Arts Center located at 716 Second Street.

The purpose of the first public hearing will be to receive comments on the City's performance on its FY 2010 Louisiana Community Development Block Grant (LCDBG) Program (Contract No. 698936) for physical accessibility improvements. The City will submit close-out documents for the aforementioned LCDBG program to the Louisiana Division of Administration within forty-five (45) calendar days of this notice.

The second public hearing, a Fair Housing Informational Hearing, will be conducted following the Performance Hearing. The purpose of this hearing is to discuss fair housing policies, including the Fair Housing Act as Amended (Title 8), and any recommendations for improving fair housing opportunities within the community.

All residents of the City, particularly low to moderate income persons, are invited to attend and submit comments. Any person unable to attend these hearings may submit their written comments to: Mr. Lee Posey, Mayor, City of Natchitoches, Post Office Box 37, Natchitoches, LA 71457.

Any person having a physical handicap that requires special accommodations or any non-English speaking persons who require an interpreter should telephone the City at (318) 352-2772 or write to the City at the above address at least three (3) days prior to the hearing date.

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The City Council meeting will begin promptly at 5:30 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings.

**NATCHITOCHEs CITY COUNCIL MEETING  
JULY 23, 2012  
5:30 P.M.**

**A G E N D A**

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF JULY 9, 2012**
5. **RECOGNITION AND APPRECIATION TO DAVID O'CON AND EDDIE MAYFIELD FOR THEIR LIFESAVING EFFORTS**
6. **PROCLAMATION:**  
**#062 Mims** Honoring Mr. L.J. Melder - 44 Years of Dedicated Service to the Housing Authority of the City of Natchitoches

7. **ORDINANCES – INTRODUCTION:**

**#037 Nielsen** Ordinance Approving And Authorizing The Execution Of A Cooperative Endeavor Agreement Between The City Of Natchitoches, State Of Louisiana And Natchitoches Grand Hotel, L.L.C.; And Providing For Other Matters In Connection With The Foregoing.

8. **RESOLUTIONS:**

**#063 Payne** Resolution Authorizing The Mayor To Enter Into An Agreement With The State Of Louisiana Department Of Transportation And Development For Natchitoches Intersection Safety Improvements (**State Project No. H.009174**)

**#064 Stamey** Resolution Authorizing the Mayor to Execute An Agreement with the Louisiana Department of Transportation and Development for Improvements at the Natchitoches Regional Airport Runway 25 Threshold Displacement Marking (**State Project No. H.009966**)

**#065 Morrow** Resolution Authorizing the Mayor to Execute An Agreement with the Louisiana Department of Transportation and Development for Improvements at the Natchitoches Regional Airport Runway 07-25 Lighting System Rehabilitation (**State Project No. H.009964**)

**#066 Nielsen** Resolution In Support of Designating U.S. Highway 84 The “El Camino East/West Corridor”

**#067 Stamey** Resolution Authorizing The Mayor To Execute An Extension Agreement To A Claims Administration Service Contract Entered Into Between Hammerman & Gainer, Inc. And The City of Natchitoches, Louisiana Which Will Extend The Term For An Additional Two Year Period From July 1, 2012 Through And Including June 30, 2014

**#068 Payne** Resolution Authorizing The Mayor Of The City Of Natchitoches To Advertise And Accept Bids For The Water System Improvements Water Circulation System For East Natchitoches Elevated Water Tank (**Bid No. 0533**)

**#069 Mims** Resolution Authorizing The Mayor To Execute Change Order No. 2 To The Water System Improvements Rehabilitation Of Water Treatment Plant No.1 (**Bid No.0495**)

**MOTION TO ADD RESOLUTION NO. 070**

**#070 Morrow** Resolution Authorizing the Mayor to Execute An Agreement with the Louisiana Department of Transportation and Development for Improvements at the Natchitoches Regional Airport Rehabilitate Taxiway B 1 (**State Project No. H.009684**)

9. **ADJOURNMENT**

**NOTICE TO THE PUBLIC**

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

If you wish to address the Council, please complete the “Request to Address City Council” form located on the entrance table

**PROCEEDINGS OF THE CITY COUNCIL  
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,  
REGULAR MEETING HELD ON  
MONDAY, JULY 23, 2012, AT SEVEN O'CLOCK, (5:30) P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, July 23, 2012 at 5:30 p.m.

There were present:

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

Guests: David O'Con and family,  
Mr. L. J. Melder, Sr. and Monica McKinney

Absent: None

Mayor Lee Posey opened the meeting by welcoming everyone. Mike Braxton was asked to lead the Invocation and Mr. Dom Mims was asked to lead the Pledge of Alliance. Before the invocation, Mr. Braxton advised the Council that Pastor Joe Williams lost his son this afternoon and asked the Council to keep them in mind.

Mayor Posey called for the reading and approval of the Minutes of the July 9, 2012 meeting. Mr. Nielson made a motion to approve the minutes and dispense with the reading of the minutes. Mr. Mims seconded the motion. The roll call vote was as follows:

**AYES:** Payne, Nielson, Mims, Stamey, Morrow  
**NAYES:** None  
**ABSENT:** None

Mayor Posey next welcomed the O'Con family. David O'Con introduced his family. Mr. O'Con stated that he is a nurse anesthetist at Natchitoches Parish Hospital and further explained that about three weeks ago his little girl fell into the pool and he and his bother-in-law, Eddie Mayfield, had to do CPR on her and resuscitate her. Mr. O'Con stated that he was lucky and blessed and is here to accept the award on behalf of himself and Eddie.

Mayor Posey stated this is also about awareness of what is going on in swimming pools. There have been two children this year who drown in the Shreveport area. Mayor Posey further stated that he has a pool also, and that they have hosted a lot of children in their pool for years. This is all about awareness to keep an eye on the children. We are glad Emmie is here and still with us. This is to recognize Mr. O'Con and Mr. Mayfield, but also about awareness. Mr. O'Con said that the biggest part of our public awareness it to increase CPR certification classes. Mr. O'Con also stated that there are classes offered at the hospital to the public for \$15.00 or \$20.00. The "You Made a Difference Aware" was awarded to Mr. O'Con and Mr. Mayfield. Mr. O'Con thanked the Council for himself and on behalf of Mr. Mayfield.

The following Resolution was introduced by Mr. Mims and Seconded by Mr. Nielsen as follows,  
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**RESOLUTION NO. 062 OF 2012**

**WHEREAS**, L. J. Melder, Sr. has served on the Board of Commissioners of the Housing Authority of the City of Natchitoches for 44 years with dedication and distinction; and

**WHEREAS**, L. J. Melder has announced his resignation as a member of this board effective July 1, 2012; and

**WHEREAS**, these 44 years of service have been marked by exemplary and energetic leadership in the vital accomplishments of this board; and

**WHEREAS**, L. J. Melder has been a powerful influence for good in the growth and progress of the community and has given generously of his time and efforts and has been a great asset to the Housing Authority of the City of Natchitoches; and

**WHEREAS**, he has been an active participant in civic affairs and projects, having held responsible positions on many boards and organizations, and has received the Commissioner's Service Award from the Louisiana Housing Council and the Southwest Regional Council of the National Association of Housing and Redevelopment Officials in 2011;

**NOW, THEREFORE**, I, Lee Posey, Mayor, and the Natchitoches City Council, in legal session convened am privileged to honor L. J. Melder for his vital role in the important work of this organization and extend to him our appreciation for his dedication to the City of Natchitoches

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

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

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this the 23<sup>rd</sup> day of July, 2012.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

Mayor Posey invited Mr. Melder and Monica McKinney, Director of the Natchitoches Housing Authority, to come forward. Mr. L. J. Melder was awarded with a plaque in honor of his service. Mr. Melder thanked the Council and stated it was a great honor and that it was a pleasure working to get good housing for the poor and the elderly. Mayor Posey again thanked Mr. Melder for his hard work with the City Housing Authority.

Ms. Monica McKinney stated that it has been an honor and a privilege to work with Mr. Melder for the past 23 years. That Mr. Melder has given selflessly of himself and has been instrumental at a state and national level for the families that we serve.

The following Ordinance was introduced by Mr. Nielsen at the regularly scheduled Natchitoches City Council meeting held on July 23, 2012 as follows:

**ORDINANCE NO. 037 OF 2012**

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF NATCHITOCHEs, STATE OF LOUISIANA AND NATCHITOCHEs GRAND HOTEL, L.L.C.; AND PROVIDING FOR OTHER MATTERS IN CONNECTION WITH THE FOREGOING.**

**WHEREAS**, the City of Natchitoches, State of Louisiana (the "City") desires to enter into a Cooperative Endeavor Agreement (the "CEA") by and between the City and Natchitoches Grand Hotel, L.L.C. (the "Company"); and

**WHEREAS FURTHER**, the City has purchased property for development near the Natchitoches Event and Art Center (the "Center") and issued a Letter of Intent for the Company to build and operate a hotel on the preferred site next to the Center (the "Project"); and

**WHEREAS FURTHER**, this Natchitoches City Council (the "Council"), as the governing authority of the City, now desires to approve and authorize the Mayor and Clerk of the City to execute the CEA evidencing the understanding of the City Council with respect to the Project in connection therewith; and

**WHEREAS FURTHER**, the Council did by Ordinance No. 33 of 2011 approve the form of a Cooperative Endeavor Agreement with the Company, but as some of the terms in the prior CEA have changed the Council desires to recall the prior Ordinance, being Ordinance No. 33 of 2011, and adopt the instant Ordinance; and

**NOW, THEREFORE, BE IT HEREBY ORDAINED** by the Natchitoches City Council, acting as the governing authority of the City, that:

**SECTION 1:** Ordinance No. 33 of 2011 is recalled and rescinded.

**SECTION 2:** All of the recitals above are adopted as part of this Ordinance.

**SECTION 3:** The CEA containing substantially the terms and provisions set forth in the CEA now before the Council with such changes as approved by Mayor, bond counsel and legal counsel to the City is hereby approved and the Mayor and Clerk are hereby authorized, empowered, and directed to execute a CEA in substantially the form now before the Council, for and on behalf of the City.

## COOPERATIVE ENDEAVOR AGREEMENT

**THIS COOPERATIVE ENDEAVOR AGREEMENT** (the "Agreement") dated as of \_\_\_\_\_, 2012 is made between the **CITY OF NATCHITOCHEES, LOUISIANA**, (the "City"), and **NATCHITOCHEES GRAND HOTEL L.L.C.** (the "Company"), a limited liability company organized under the laws of the State of Louisiana (collectively the "Parties").

WHEREAS, the parties hereto agree that in consideration of certain inducements to be provided by the Natchitoches City Council and Mayor of Natchitoches (herein the "City"), the Company or its affiliate will build and operate a hotel with not less than eighty-four (84) rooms (the "Project") on a preferred site (the "Site") determined by the City across Second Street from the Natchitoches Events Center (the "Center"), as provided by in a subsequent mutually agreed upon development agreement ("Development Agreement"), and operate the Center, as provided for in a subsequent mutually agreed upon management agreement ("Management Agreement"); and

WHEREAS, the City has determined that a real necessity and desire exists to pursue the development of the Project to complement the existing Center by providing for additional lodging necessary to attract businesses, trade groups, organizations, and other groups to utilize the Center at increased levels for events in the City of Natchitoches;

WHEREAS, the City has determined that increased usage of the Center as the result of the establishment of an accompanying Project, construction jobs, permanent jobs and support facilities will bring significant economic impact to local businesses, citizens and the City; and

WHEREAS, the City has determined that a need exists for the services of a private company to manage and promote the Center in order to attract more events to the City; and

WHEREAS, the City issued a Request for Proposal (the "RFP") for the management of the Center and development of the Project, and the City selected and signed a letter of intent with an entity acting under the trade name Hospitality Consultants, Inc. of New Orleans and now represented by the Company; and

WHEREAS, the Louisiana Constitution of 1974, Article VII, Section 14(C), provides that for a public purpose the State and its political subdivisions may engage in cooperative endeavors with each other and with any public or private association, corporation or individual; and

WHEREAS, the economic benefit to the City resulting from this Project is expected to exceed the value of the incentives to be provided by the City as described herein, this Agreement has a public purpose and is in the public interest of the City of Natchitoches and its citizens;

THEREFORE, IT IS AGREED:

## A R T I C L E I R E P R E S E N T A T I O N S

### **Section 1.0 City Representations.**

As a material inducement to the Company to enter into this Agreement, without which it would not have entered into this Agreement, the City makes the following representations:

- (A) The City has all requisite power pursuant to Article VII, Section 14 (c) of the Louisiana Constitution of 1974, as amended, to enter into this Agreement.
- (B) The City has commissioned a feasibility study for a hotel of this scope by PKF Consulting. The PKF study recognized strong support for such a facility but also indicated a significant monetary gap in its feasibility to make the undertaking attractive in today's economic environment.
- (C) The City's obligations of economic inducements to offset the gap indicated by PKF Consulting under this Agreement are made for the public purpose of generating economic benefits for the City of Natchitoches and its citizens and are part of a bargained for exchange with the Company.
- (D) Except as may be otherwise disclosed in writing, to the actual knowledge of the City, there is no action, suit, investigation or proceeding pending, or threatened, against the City, before any court, arbitrator, or administrative or governmental body of which might materially adversely affect the ability of the City to comply with its obligations hereunder or in connection with the transactions contemplated hereby, relative to this Agreement.

### **Section 1.1 Company Representations.**

As a material inducement to the City to enter into this Agreement, without which it would not have entered into this Agreement, the Company makes the following representations:

- (A) The Company is a duly and legally organized Louisiana limited liability company, in good standing under the laws of Louisiana, with all powers and governmental licenses, authorization, qualifications, consents and approvals required to carry on its business in Louisiana as now conducted, and will acquire and possess all such required authority to carry on the business contemplated in this Agreement.
- (B) The Company has all the requisite power and authority to enter into this Agreement and to carry out the terms hereof; and the person signing this Agreement has the authority to execute this Agreement as the authorized representative of the Company, and to bind the Company to all of the terms of this Agreement.

(C) This Agreement has been duly authorized, executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable in accordance with its terms.

(D) The Company has taken or will take all necessary and proper action to authorize the execution, issuance and delivery of this Agreement and any other documents required by this Agreement, and the performance of its obligations under this Agreement.

(E) The execution of this Agreement and any other documents required by this Agreement, and the performance by the Company of its obligations hereunder are within the powers of the Company and will not violate any provisions of any law, regulation, decree or governmental authorization applicable to the Company or any agreements of the Company with any of its creditors.

(F) Except as may be otherwise disclosed in writing, there is no action, suit, investigation or proceeding pending, or to its best knowledge threatened, against the Company before any court, arbitrator, or administrative or governmental body which could reasonably be expected to result in a material adverse change in the Company's financial condition or operations, or in the Company's ability to comply with its obligations hereunder or to participate in the transactions contemplated hereby.

(G) This Agreement contains no untrue or misleading statement of any material fact. There is no material fact or circumstance known to the Company that adversely affects or, so far as the Company can now reasonably foresee, will adversely affect the condition of the Company or the Company's ability to perform its obligations hereunder, which the Company has not disclosed in writing to the City. All representations made herein by the Company are true and accurate and remain in full force and effect.

## A R T I C L E   I I COOPERATIVE ENDEAVOR OBLIGATIONS

**Section 2.0 Use of Land.** The Company will be provided use of the land designated by the City (the "Site") for nominal consideration on a triple net lease basis for a period commencing on the date of execution of a mutually agreeable lease and continuing for at least ten (10) years from the first day of operation of the Project (the "Lease"). The actual term of the Lease may be adjusted in order to provide a sufficient time to retire Bonds, as hereinafter defined. Upon performing the obligations under the Lease, so long as the Company is not in default, the Company shall have the right to purchase the Site and Project at such point for the consideration of the economic development benefits over the term of the Lease and a price of \$5,000. The Site, during the term of the Lease and the Project during the term of the Lease shall be owned by the City or by a public corporation or instrumentality of the City for this purpose.

**Section 2.1 Property Tax Abatement.** The City, or a public corporation or instrumentality of the City for this purpose, will develop or enter into a structure which will exempt the Site and the Project from ad valorem property taxes for a period of at least ten (10) years commencing at the first year that ad valorem taxes would be imposed on the Project as a completed, open and operational Project.

**Section 2.2 Infrastructure Improvements.** The City has and will make municipal infrastructure improvements that it deems necessary to ensure the Site can logistically support the Project, as provided for in a mutually agreeable Lease, including, but not limited to, moving, relocating or upgrading utilities as required due to the construction of the Project, or which are necessary to provide adequate utility service to the Project.

**Section 2.3 Management Agreement.** The City will negotiate with the Company in good faith to create a mutually acceptable and agreed upon Management Agreement to provide for management of the Center by the Company.

**Section 2.4. Lease.** The City, or a public corporation or instrumentality of the City for this purpose, will negotiate with the Company in good faith to create a mutually acceptable and agreed upon Lease of the Site and the Project.

**Section 2.5. Cross Parking Agreement.** The City will negotiate with the Company in good faith to create a mutually acceptable and agreed upon cross parking agreement for the Project (the "Cross Parking Agreement"), as either a separate document or as part of the Lease, that will provide as many parking spaces offsite in City lots necessary to meet code requirements. These City lots are across Second Street from the Project and in close proximity to the Project.

**Section 2.6. Bonds.** The City, or a public corporation or instrumentality of the City for this purpose, will issue its Taxable Revenue Bonds (Natchitoches Grand Hotel, L.L.C. Project) Series 2012 to finance a portion of the cost of the acquisition, construction and installation of the Project, in an amount not to exceed \$2,500,000.00 (the "Bonds"). The actual amount of the Bonds will be determined based upon the amount of revenue generated by the property tax abatement and the lease payment made by the Company.

## A R T I C L E   I I I UNDERTAKINGS ON THE PART OF THE COMPANY

**Section 3.0 Plans and Specifications.** The Company shall deliver to the City its plans and specifications for the Project for the required approval of the City at a date no later than December 31, 2012. Additionally, the Company must deliver to the City satisfactory evidence to show the Company has the moneys available to finance the Project with cash and/or a loan at a date no later than December 31, 2012. Notwithstanding anything to the contrary contained herein, in the event

the Company is unable to obtain financing on terms satisfactory to the Company, in its sole discretion, prior to December 31, 2012, this Agreement shall be null and void and neither party shall have any continuing obligations to the other.

**Section 3.1 Construction of the Project.** The Company shall commence construction on the Project within 180 days of the conveyance of the Site to a public corporation, the execution of a mutually agreed upon Management Agreement, the execution of a mutually agreed upon Lease, and the execution of a mutually agreed upon cross parking agreement. This shall be completed within 120 days of the execution of this Agreement. Construction shall be fifty percent (50%) complete by August 31, 2013, and the Project shall be fully complete and functional by December 31, 2013.

**Section 3.2 Project Specifications.** The Project shall be a hotel with at least eighty-four (84) rooms with amenities and design reasonably acceptable to the City for lodging guests of the Center and meeting the specifications of the Natchitoches Historic Commission and the reasonable specifications of the City.

**Section 3.3 Permanent Jobs.** The Project shall employ the proper number of employees per American hotel industry standards to operate, manage and service the Project for each year of the tax exemption described above, but shall be at least 34 full time and part time employees.

**Section 3.4 Performance Bond.** The Company must issue a performance bond guaranteeing the completion of the Project to the agreed upon specifications.

**Section 3.5 Management Agreement.** The Company or its affiliate will negotiate with the City in good faith to create a mutually acceptable and agreed upon Management Agreement to provide for management of the Center by the Company.

**Section 3.6. Lease.** The Company will negotiate with the City in good faith to create the mutually acceptable and agreed upon Lease.

**Section 3.7. Cross Parking Agreement.** The Company will negotiate with the City in good faith to create the mutually acceptable and agreed upon Cross Parking Agreement.

## A R T I C L E   I V M I S C E L L A N E O U S

**Section 4.0 Statement of Deliverables.** The Parties understand and recognize that the terms of this Agreement are contingent on the negotiation of an acceptable Lease, the approval of plans and specifications, financing and other undertakings described herein. Further, this agreement is contingent on the negotiation of an acceptable Management Agreement providing for the

management of the Center.

**Section 4.1 Notices.** All reports, statements or notices required or advisable to be given hereunder shall be deemed to be given if sent to the following parties at the following addresses:

**TO THE COMPANY:**            **Natchitoches Grand Hotel,  
L.L.C.  
Attn: Warren Reuther  
68 Lakewood Place  
New Orleans, LA 70131**

**TO CITY:**                      **City Natchitoches, Louisiana  
Attn: Mayor Lee Posey  
700 Second Street  
Natchitoches, LA 71457**

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or by private, commercial carrier, express mail, such as Federal Express, or sent by telex, telegram, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving party. All such communications shall be mailed, sent or delivered to the address or numbers set forth below, or as to each party at such other addresses or numbers as shall be designated by such party in a written notice to the other party.

**Section 4.2 Further Assurances.** From time to time hereafter, the City and the Company shall execute and deliver such additional instruments, certificates or documents, and take all such actions as each party hereto may reasonably request for the purpose of fulfilling its obligations hereunder.

**Section 4.3 Venue.** Any suit brought by any party hereto arising out of or by reason of this Agreement, or otherwise, shall be brought, if against the City, in the Tenth Judicial District Court, Natchitoches Parish, Louisiana.

**Section 4.4 Severance.** To the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**Section 4.5 No Personal Liability.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of the City in his individual capacity, and neither the officers thereof nor any official executing this Agreement shall be liable personally with respect hereto or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement.

**Section 4.6 Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or extent of any of the provisions of this Agreement.

**Section 4.7 Counterparts.** This Agreement may be executed in several counterparts, each which shall be an original and all of which when taken together shall be deemed one and the same Agreement.

**Section 4.8 Governing Law.** This Agreement shall be constructed in accordance with and governed by the laws of the State of Louisiana.

**Section 4.9 Public Purpose.** The parties hereto represent that the Project will serve a public purpose, consisting of infrastructure and improvements needed to fuel economic development and growth.

**Section 4.10 Term.** The term of this agreement shall be the earlier of the execution and delivery of a mutually agreeable Lease providing for the further terms of development or December 31, 2012, unless extended by the mutual written agreement of the Parties.

**Section 4.11 No City-Parish Obligation.** Except as specifically stated herein, with the limitations described herein, notwithstanding any other language contained in this Agreement to the contrary, nothing contained in this Agreement shall constitute or create an obligation, general or special, debt, liability or moral obligation of the City.

(Remainder of Page Intentionally Left Blank)

**Section 4.12 Obligating Entities.** The obligations outlined herein are undertaken by the Company, however; said obligations may be undertaken by a related or affiliated legal entity.

Thus done and signed this \_\_\_\_ day of \_\_\_\_\_, 2012 at \_\_\_\_\_, Louisiana.

CITY OF NATCHITOCHEs,  
STATE OF LOUISIANA

NATCHITOCHEs GRAND HOTEL,  
L.L.C.

\_\_\_\_\_  
BY: Mayor Lee Posey

\_\_\_\_\_  
BY:

Ms. Morrow asked Mr. Corkern if he had received her telephone message. Mr. Corkern stated that he did receive her message and further stated that her message requested that he check legal proceeding filed in the Eastern District of Louisiana Federal Court. Mr. Corkern stated that he had reviewed them previously and again today. There are law suits that have been filed and all of the suits have been closed. Mr. Corkern further stated that he does not know the merits of each of the cases and you can't learn that by looking at it electronically. Mr. Morrow stated that she wanted to be sure that the City would not have any problems or liability.

Mayor Posey stated that everything that has been brought up to the Council has been addressed and that is why they have the public meetings. Mayor Posey stated that all we can do is present it to everyone and be open and honest at we can.

Mr. Stamey stated that everyone who spoke at the public meeting were in favor of the project. Many people stated specifically that we should make sure we handle all due diligence. Mr. Stamey stated he was ready to move forward with this project and was excited about it, but there are still some items that there such as parking, concerns with how the bonding is going to be handled, if the finance department was comfortable with the way we will handle the Event Center's management and what we will be supplementing them with and if there were checks and balances in that system. Mr. Stamey stated that Mr. Reuther said he "had" financing. I suppose he has to go back in and get that financing again. How does this come into our timing. Something as simple as the inspections. Is there going to be an independent engineer that is checking on the construction project, because we don't want any problem like we have on Front Street right now. We can't be so involved with it because it is not our project but if we are ultimately standing behind those bonds, we still have some concerns there. Before we vote on the final of this in the next two weeks, I would like to know how we handled that due diligence and if it is covered, then I'm ready to move forward with this.

Mayor Posey stated that he would like to respond to what he can of these concerns. Mayor Posey first pointed out that there are five Mondays in this month so we won't have another meeting for three weeks. Mayor Posey stated that the parking, as he understands it, will be open parking. Mr. Reuther explained that in New Orleans they have open parking, they will take advantage of valet parking and park vehicles wherever they can. Mayor Posey asked Mr. Randy LaCaze if it was their intention to have valet parking and Mr. LaCaze that it was.

Mayor Posey went on to address bonding, management and financing. Mayor Posey explained that Mr. Reuther has spent money on this project 18 months to 2 years ago, and Mr. Reuther wasn't willing to spend additional money on this project until this was finalized. Mayor Posey stated that he has asked everyone in this City to do everything the can to from management, bonding, financing and inspections. We have checked with people in other communities and this will be a big project for our community. Mayor Posey stated that all he can do is say we will address all these needs.

Ms. Morrow asked Randy LaCaze if Mr. Reuther will be taking over the Events Center and its operation and if Mr. Reuther will be over all the employees there.

Mr. LaCaze explained that the intent of the total concept was to have the person running the hotel also manage the events center. For these two be successful, they need to run hand in hand just as they did in Natchez. The management agreement would not be signed until the project moved forward. This means when we are ready to transfer title to the Industrial Development Board, sell the bond and execute all documents. Between now and then, when the project is 100% started, the management of the events center does not move forward.

Mr. LaCaze further explained that in Natchez, all employees remained with Mr. Reuther's organization. Mr. Reuther has 850 employees. Mr. Reuther has health care and retirement programs already set up, and the current employees would move under the management of the hotel and the events center.

Ms. Morrow asked if all the employees will be maintained. Mr. LaCaze stated that Mr. Reuther has met with them on numerous occasions and the employees that are excited about this project. Our goal is to increase successfully the use of the Event's Center by having the based conference hotel across the street.

Mr. Morrow explained that she is concerned about all the employees of the event's center and ask Mr. Chris Post, the director of the Events Center, to give his opinion on the matter. Mr. Post stated that over the last year and a half Mr. Reuther has made it very clear that each employee would remain with the facility when the management agreement goes into effect. Mr. Post stated that they have met with Mr. Reuther on many occasions and they are excited about the transition when it does come.

Mr. Ronald Corkern explained that the Mr. Stamey's questions with regard to how long Mr. Reuther must to have his financing in place is covered in the current cooperative endeavor agreement, and that he believes the dated is December 31 of this year. Mr. Corkern asked Mr. LaCaze if that was correct. Mr. LaCaze stated that is correct. Mr. Corkern further explained that there are several other timelines set forth in that agreement, such as beginning of construction, etc.

Ms. Carolyn Roy asked if the City will have to guarantee the bonds. Mr. Corkern stated that the City does not have to guarantee the bonds. The bonds can be sold to individuals. Mr. Corkern further stated that the lending institution making the loan may very well purchase the bonds to protect themselves in case Mr. Reuther defaults on the bonds. In any event, if there is a default on the bonds, the City is not liable for it.

Ms. Morrow stated that there was a realtor at the last meeting asking if business people can buy into the bonds. Mr. Corkern said he can't answer that; however, the Bond Council in New Orleans does not think there will be any problem with selling the bonds.

Ms. Carolyn Roy ask Mr. Corkern if this finance package is open to public record. Mr. Corkern stated that the bond is public record, but the loan between Mr. Reuther's company and his lender would, more than likely, not be public record.

Mayor Posey advised that this Ordinance was for introduction only tonight and will be back before the Council on August 13, 2012.

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

**RESOLUTION NO. 063 OF 2012**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE STATE OF LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT FOR NATCHITOCHE INTERSECTION SAFETY IMPROVEMENTS (STATE PROJECT NO. H.009174)**

**WHEREAS**, under the provisions of Title 23, United States Code "Highways", as amended, Highway Safety Transfer funds have been appropriated out of the Highway Trust Fund to finance "Local Road Safety Program" projects under the direct administration of DOTD and the City of Natchitoches has requested an appropriation of funds to finance a portion of this project; and

**WHEREAS**, the road safety improvements that are to be undertaken under this project are the purchase and installation of regulatory and warning signs, flashing solar beacons and pavement markings as per the attached drawings at the intersections of Church Street at Fourth Street and Lake Street at Powell Street; and

**WHEREAS**, the cost of this project will be a joint participation between the City of Natchitoches and the U.S. Department of Transportation, contributing through the LA DOTD 100% of the purchase costs of materials, and the City of Natchitoches contributing 100% of the installation costs.

**NOW THEREFORE, BE IT RESOLVED** by the City of Natchitoches that it does hereby authorize Mayor Lee Posey to execute the Entity/State Agreement for State Project No. H.009174, more fully identified in the Agreement attached hereto.

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

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

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

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this the 23rd day of July, 2012.

  
\_\_\_\_\_  
LEE POSEY, MAYOR

STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUPPLEMENTAL AGREEMENT NO. 1  
STATE PROJECT NO. H.009174  
NATCHITOCHE INTERSECTION SAFETY IMPROVEMENTS  
NATCHITOCHE PARISH

THIS SUPPLEMENTAL AGREEMENT, is made and executed in three (3) original copies on this 1st day of August, 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, hereinafter referred to as "Entity".

WITNESSETH: That;

WHEREAS, the DOTD and the Entity previously entered into a formal agreement, dated April 10, 2012, to purchase and install regulatory and warning signs, flashing solar beacons and pavement markings; and

WHEREAS, it is necessary to amend the Agreement to reflect a warranty and model number change for the solar beacons and funds have been increased; and

WHEREAS, the DOTD is agreeable to the implementation of this Project and desires to cooperate with the Entity as hereinafter provided:

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

1.

Article II – The Article is hereby amended to read as follows:

**ARTICLE II: SERVICES BY ENTITY**

"The services to be performed by the Entity shall be the procurement and installation of regulatory and warning signs, flashing solar beacons, pavement markings and steel posts.

<u>Description</u>	<u>Quantity</u>
Sign, 30"x 30", Stop, R1-1	8
Sign, 36" x 36", Symbol, Stop Ahead, W3-1	8
Sign, 30" x 30", Cross Road Signs, W2-1	8
24" x 12' Stop Bar, PreMark 8430566	4
2" x 12' Square Post, 12 gauge, part no. 744883 or equal	8

10' U-channel galvanized steel posts as per DOTD specifications	16
Kleen Break Assembly, XKB42520-G	8
2 1/4"x 36" anchor sleeve, 12 gauge, part no. 739204	8
JSF Technologies, Model FL-1412, 12" Yellow Flashing Solar Beacon w/bracket or approved equal **	8

\*\*\*Manufacture shall provide a minimum 2-year warranty that begins the date of delivery. In addition, the manufacturer must provide a 90-day money back guarantee that allows the Entity to return beacons if the product is deficient in any way. Refund includes product and freight paid.

“Signs shall be purchased under DOTD Purchase Requisition No. 4400000588 and pavement marking under DOTD Purchase Requisition No. 4400001145. Adjustments may be made to the quantity of signs and the quantity and/or type posts provided approval is given by the Local Road Safety Program Director.”

2.

**Article IV – The Article is hereby amended to read as follows:**

**ARTICLE IV - FUNDING**

“The cost of this project will be a joint participation between the Entity and the U.S. Department of Transportation, hereinafter “USDOT”, with the USDOT contributing, through the DOTD, 100% of the purchase costs of materials and the Entity contributing 100% of the installation costs. The USDOT will provide a maximum amount of **\$23,000** using Highway Safety Transfer funds. The Entity may, however, incorporate items of work into the project not eligible for Federal-Aid participation at its own costs.

**“For services eligible for disbursement, no Notice to Proceed shall be issued and no compensable costs may be incurred prior to a formal notification from DOTD that authorization has been received. Any costs incurred prior to such authorization will not be compensable.”**

3.

The DOTD and the City of Natchitoches agree that all provisions of the original agreement dated April 10, 2012, between the parties, to the extent not inconsistent with this Supplemental No. 1 of the Entity/State Agreement, shall remain in full force and effect.

IN WITNESS THEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

Stacy McKeary  
Stannah Weinger

STATE OF LOUISIANA  
CITY OF NATCHITOCHEs

BY: Lee Posey

Lee Posey  
Typed or Printed Name

Mayor

Title

72-6000931  
Taxpayer Identification Number

02-061-0366  
DUNS Number

20.607 and 20.608  
CFDA Nos.

WITNESSES:

Autonda Blum  
Michelle Darnell

STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT

BY: Eric Khalil

for Secretary Sherri H. LeBas

RECOMMENDED FOR APPROVAL:

BY: Daniel [Signature]

Division Head

City of Natchitoches

RESOLUTION NUMBER: 064 OF 2012

DATE: July 23, 2012

The City of Natchitoches of the Parish of Natchitoches met in regular session on this date. The following resolution was offered by Mr. Stamey and seconded by Mr. Nielsen 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 Council of the City of Natchitoches is requesting funding assistance from the LA DOTD for the removal of existing threshold and touchdown zone markings, pavement surface treatment of affected pavement areas, application of displacement pavement markings and change the existing threshold and edge lighting fixtures and lenses to temporary mitigate obstructions within the Runway 25 Runway Protection Zone (RPZ) serving the airport; and

**WHEREAS**, the LA DOTD is agreeable to the implementation of this project and desires to cooperate with the City Council of the City of Natchitoches according to the terms and conditions identified in the attached Agreement; and

**WHEREAS**, the LA DOTD will reimburse the sponsor up to \$50,000.00 of the costs of the runway marking removal, pavement surface treatment, marking of the runway 25 displacement and associated changes to the existing threshold and edge lighting system for the Natchitoches Regional Airport,

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Natchitoches that it does hereby authorize the Mayor to execute an Agreement for the improvements to the Natchitoches Regional Airport identified as State Project No. H.009966, 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:

**YEAS: Stamey, Morrow, Payne, Nielsen, Mims**

**NAYS: None**

**ABESENT: None**

**WHEREUPON**, the Resolution was declared adopted on the 23rd day of July 2012.

CITY OF NATCHITOCHEs

BY: Lee Posey

(Signature)

Lee Posey  
Lee Posey

TITLE: Mayor

ATTEST: Stacy Maloney

(Signature)

TITLE: Clerk



BOBBY JINDAL  
GOVERNOR

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

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

(225) 379-3050

August 8, 2012



SHERRI H. LEBAS, P.E.  
SECRETARY

**RECEIVED**

AUG 13 2012

OFFICE OF THE MAYOR

STATE PROJECT NO. H.009966  
RUNWAY 25 THRESHOLD DISPLACEMENT MARKING  
NATCHITOCHE REGIONAL AIRPORT  
NATCHITOCHE PARISH

The Honorable Lee Posey  
Mayor, City of Natchitoches  
Post Office Box 37  
Natchitoches, Louisiana 71457

Re: Sponsor/State Agreement

Dear Mayor Posey:

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 Mr. Allen Taylor (225)379-3042 or e-mail [allen.taylor@la.gov](mailto:allen.taylor@la.gov).

Sincerely,

TONJIA SUMMERELL  
ASSISTANT AVIATION PROGRAM MANAGER

Attachment (1)

cc: Mr. Allen Taylor

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

AGREEMENT

STATE PROJECT NO. H.009966  
RUNWAY 25 THRESHOLD DISPLACEMENT MARKING  
NATCHITOCHEs REGIONAL AIRPORT  
CITY OF NATCHITOCHEs  
NATCHITOCHEs PARISH

THIS AGREEMENT, made and executed in three (3) original copies on this 6<sup>th</sup> day of August, 2012, by and between the Louisiana Department of Transportation and Development, hereinafter referred to as "DOTD", and the City Council of 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 FY 2011/2012 Obstruction Removal Program; and

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

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

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

ARTICLE I - PROJECT DESCRIPTION

1.1 The improvement that is to be undertaken under this project will consist generally of removal of existing threshold and touchdown zone markings, pavement surface treatment of affected pavement areas, re-marking with a displaced threshold, and change the Runway 25 threshold and edge lighting fixtures or lenses to temporary mitigate all obstructions within it's Runway Protection Zone (RPZ) at the airport.

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

ARTICLE II - PROJECT RESPONSIBILITY

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

ARTICLE III – CERTIFICATION AND COMPLIANCE

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

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

ARTICLE IV – FUNDING

4.1 Except for services hereinafter specifically listed to be furnished at the expense of DOTD or the Sponsor if provided in this agreement under Article I, the cost of this project will be reimbursed to the sponsor with DOTD contributing an amount not to exceed **\$50,000.00**. Any other costs beyond **\$50,000.00** will be born solely by the sponsor, unless approved by DOTD after a written request is made by the sponsor in accordance with R.S. 2:806.A, 2:807.B and 2:810. All such overages may not be approved until after the project is complete and at the end of the State's fiscal year, to determine if funds are available after all higher priorities have been considered. The Sponsor, at its own expense, may incorporate items of work not eligible for DOTD participation into the construction contract if it so desires.

4.2 The continuation of this agreement is contingent upon the appropriation of funds by the

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

#### ARTICLE V – TAXES

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

#### ARTICLE VI - COST REIMBURSEMENTS

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

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

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

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

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

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

#### ARTICLE VII – COST RECORDS

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

#### ARTICLE VIII – ENGINEERING

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

#### ARTICLE IX – REAL PROPERTY ACQUISITION

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

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

#### ARTICLE X - BID PROCESS

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

10.2 Sponsor shall solicit bids for the services, labor and materials needed to construct the

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

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

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

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

#### ARTICLE XI – CONSTRUCTION

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

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

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

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

#### ARTICLE XII – CIVIL RIGHTS

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

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

#### ARTICLE XIII – DBE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

14.5 DOTD will not approve the Sponsor's request for the final reimbursement until each of the above items are received and are satisfactorily completed.  
Title to the project right-of-way shall be vested in the Sponsor and shall be subject to DOTD and FAA requirements and regulations concerning operations, maintenance, abandonment, disposal, and encroachments.

#### ARTICLE XV - OPERATION & MAINTENANCE RESPONSIBILITY

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

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

#### ARTICLE XVI – HOLD HARMLESS AND INDEMNITY

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

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

#### ARTICLE XVII – CANCELLATION

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

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

ARTICLE XVIII – AMENDMENT

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

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

WITNESSES:

CITY OF NATCHITOCHEs

Stacy M. McQueary  
(Witness for First Party)

BY: Lee Posey  
(Signature)

Hannah Rorat-Wenig  
(Witness for First Party)

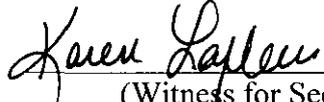
Lee Posey  
Typed or Printed Name

Mayor  
Title

726000931  
Sponsor's Federal Identification Number

WITNESSES:

  
\_\_\_\_\_  
(Witness for Second Party)

  
\_\_\_\_\_  
(Witness for Second Party)

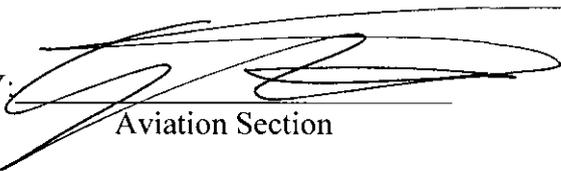
STATE OF LOUISIANA  
THROUGH THE DEPARTMENT OF  
TRANSPORTATION AND  
DEVELOPMENT

By:   
\_\_\_\_\_  
Assistant Secretary

RECOMMENDED FOR APPROVAL

BY:   
\_\_\_\_\_  
Division Head  


APPROVED AS TO FORM

BY:   
\_\_\_\_\_  
Aviation Section

BY:   
\_\_\_\_\_  
Aviation Section

City of Natchitoches

RESOLUTION NUMBER: 065 OF 2012

DATE: July 23, 2012

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

**RESOLUTION**

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

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

**WHEREAS**, the City of Natchitoches is requesting funding assistance from the LA DOTD for engineering and preparation of plans and specifications for the Runway 07-25 lighting system rehabilitation, installation of Precision Approach Path Indicator (PAPI-2) and Runway End Identification Lighting (REIL) systems serving both Runway 07-25 approach ends at the airport; and

**WHEREAS**, the LA DOTD is agreeable to the implementation of this project and desires to cooperate with the City of Natchitoches according to the terms and conditions identified in the attached Agreement; and

**WHEREAS**, the LA DOTD will reimburse the sponsor up to \$45,000.00 for engineering and preparation of plans and specifications for the Runway 07-25 lighting system rehabilitation, installation of PAPI-2 and REIL systems serving both Runway 07-25 approach ends at the Natchitoches Regional Airport.

**NOW THEREFORE, BE IT RESOLVED** by the City of Natchitoches that it does hereby authorize the Mayor to execute an Agreement for the improvements to the Natchitoches Regional Airport identified as State Project No. H.009964, 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:

**YEAS: Morrow, Payne, Nielsen, Mims, Stamey**

**NAYS: None**

**ABESENT: None**

**WHEREUPON**, the Resolution was declared adopted on the 23rd day of July 2012.

CITY OF NATCHITOCHEs

BY: Lee Posey  
(Signature)

Lee Posey  
Lee Posey

TITLE: Mayor

ATTEST: Stacy McKeary  
(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

August 8, 2012

**RECEIVED**

AUG 13 2012

OFFICE OF THE MAYOR

STATE PROJECT NO. H.009964  
REHABILITATION OF RWY 07-25 LIGHTING, PAPI & REILS ENGINEERING  
NATCHITOCHE REGIONAL AIRPORT  
NATCHITOCHE PARISH

The Honorable Lee Posey  
Mayor, City of Natchitoches  
Post Office Box 37  
Natchitoches, Louisiana 71457

Re: Sponsor/State Agreement

Dear Mayor Posey:

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 Mr. Allen Taylor (225)379-3042 or e-mail [allen.taylor@la.gov](mailto:allen.taylor@la.gov).

Sincerely,

TONJIA SUMMERELL  
ASSISTANT AVIATION PROGRAM MANAGER

Attachment (1)

cc: Mr. Allen Taylor

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

AGREEMENT

STATE PROJECT NO. H.009964  
REHABILITATION OF RWY 07-25 LIGHTING, PAPI & REILS  
ENGINEERING  
NATCHITOCHEs REGIONAL AIRPORT  
CITY OF NATCHITOCHEs  
NATCHITOCHEs PARISH

THIS AGREEMENT, made and executed in three (3) original copies on this 7<sup>th</sup> day of August, 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 FY 2011/2012 NAVAIDS Program; and

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

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

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

### ARTICLE I - PROJECT DESCRIPTION

1.1 The improvement that is to be undertaken under this project will consist generally of engineering and preparation of plans and specifications for the Runway 07-25 lighting system rehabilitation, installation of Precision Approach Path Indicator (PAPI-2) and Runway End Identification Lighting (REIL) systems serving both Runway 07-25 approach ends at the airport.

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

### ARTICLE II - PROJECT RESPONSIBILITY

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

### ARTICLE III - CERTIFICATION AND COMPLIANCE

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

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

### ARTICLE IV - FUNDING

4.1 Except for services hereinafter specifically listed to be furnished at the expense of DOTD or the Sponsor if provided in this agreement under Article I, the cost of this project will be reimbursed to the sponsor with DOTD contributing an amount not to exceed **\$45,000.00**. Any other costs beyond **\$45,000.00** will be born solely by the sponsor, unless approved by DOTD after a written request is made by the sponsor in accordance with R.S. 2:806.A, 2:807.B and 2:810. All such overages may not be approved until after the project is complete and at the end of the State's fiscal year, to determine if funds are available after all higher priorities have been considered. The Sponsor, at its own expense, may incorporate items of work not eligible for DOTD participation into the construction contract if it so desires.

4.2 The continuation of this agreement is contingent upon the appropriation of funds by the

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

#### ARTICLE V – TAXES

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

#### ARTICLE VI - COST REIMBURSEMENTS

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

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

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

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

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

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

#### ARTICLE VII – COST RECORDS

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

#### ARTICLE VIII – ENGINEERING

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

#### ARTICLE IX – REAL PROPERTY ACQUISITION

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

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

#### ARTICLE X - BID PROCESS

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

10.2 Sponsor shall solicit bids for the services, labor and materials needed to construct the

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

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

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

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

#### ARTICLE XI – CONSTRUCTION

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

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

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

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

#### ARTICLE XII – CIVIL RIGHTS

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

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

#### ARTICLE XIII – DBE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

14.5 DOTD will not approve the Sponsor's request for the final reimbursement until each of the above items are received and are satisfactorily completed.  
Title to the project right-of-way shall be vested in the Sponsor and shall be subject to DOTD and FAA requirements and regulations concerning operations, maintenance, abandonment, disposal, and encroachments.

#### ARTICLE XV - OPERATION & MAINTENANCE RESPONSIBILITY

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

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

#### ARTICLE XVI – HOLD HARMLESS AND INDEMNITY

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

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

#### ARTICLE XVII – CANCELLATION

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

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

ARTICLE XVIII – AMENDMENT

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

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

WITNESSES:

CITY OF NATCHITOCHEs

Stacy M. McQuary  
(Witness for First Party)

BY: Lee Posey  
(Signature)

Hannah Perat-Wenniger  
(Witness for First Party)

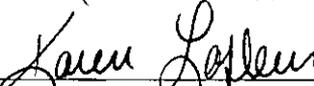
Lee Posey  
Typed or Printed Name

Mayor  
Title

726000931  
Sponsor's Federal Identification Number

**WITNESSES:**

  
\_\_\_\_\_  
(Witness for Second Party)

  
\_\_\_\_\_  
(Witness for Second Party)

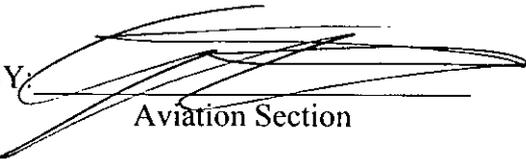
**STATE OF LOUISIANA  
THROUGH THE DEPARTMENT OF  
TRANSPORTATION AND  
DEVELOPMENT**

By:   
\_\_\_\_\_  
Assistant Secretary

**RECOMMENDED FOR APPROVAL**

BY:   
\_\_\_\_\_  
Division Head

**APPROVED AS TO FORM**

BY:   
\_\_\_\_\_  
Aviation Section

BY:   
\_\_\_\_\_  
Aviation Section

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

**RESOLUTION NO. 066 OF 2012**

**A RESOLUTION IN SUPPORT OF DESIGNATING U.S. HIGHWAY 84 THE  
“EI CAMINO EAST/WEST CORRIDOR”**

**WHEREAS**, Legislation was passed to form a commission of five states including Alabama, Georgia, Louisiana, Mississippi, and Texas to construct a four lane highway; and

**WHEREAS**, the Commission’s name is El Camino East/West Corridor which begins at Natchez, Mississippi Highway 84 East to Winnfield, Louisiana to Many, Louisiana to Toledo Bend Lake and Texas State Line; and

**WHEREAS**, Louisiana has a total of one hundred seventy-two (172) miles to be constructed; and

**WHEREAS**, the benefits to be derived from widening U.S. Highway 84 and Louisiana Highway 6 to four lanes along this entire corridor include; enhancing economic development; making it easier for tourist to visit the many historic sites throughout this part of the state; enhance student transportation to Northwestern State University and improving the safety of travelers; and

**WHEREAS**, the El Camino East/West Corridor representatives from Natchitoches and Sabine Parishes have a hardcopy status report of Federal Aid Project Number HP-T021(030); Louisiana State Project 034-05-0033 from I-49 to Hagewood at Louisiana Highway 117 with a total of 3.1 miles in Natchitoches Parish; and

**WHEREAS**, after reports of no environmental impact in July 2010 a TOPO survey project was completed in December 2011 allowing preliminary design to begin and be completed by February 2013. The final plan is scheduled to be completed and ready for construction by August 2014.

**WHEREAS**, this 3.1 miles of four lane highway construction is currently funded through the LA-DOTD and is to be completed on or before July 2013 with an estimated fund of two (2) million dollars for utilities, relocation, and R.O.W. acquisition; and

**WHEREAS**, in October, 2014 this project will be delivered for construction and then only if twenty-three (23) million dollars of funding is in place from Federal 80% and State 20%; and

**WHEREAS**, the next expansion to be constructed will start at Highway 117 East on Highway 6 to 485 Highway at Los Adaes, estimated 8.3 miles; and

**WHEREAS**, an economic feasibility study dictated \$1.90 of economic benefits for each \$1.00 of construction cost; and

**WHEREAS**, the Mayor and Council members give all of their support and endorse this highway project which is named the El Camino East/West Corridor Louisiana Highway 6 and U.S. 84; and

**NOW, THEREFORE, BE IT RESOLVED** I, Lee Posey, Mayor, and the Natchitoches City Council, in legal session convened have studied and read this Resolution with understanding and hereby give our full support to the El Camino East/West Corridor Project.

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

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

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

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this the 23rd day of July, 2012.

  
\_\_\_\_\_  
LEE POSEY, MAYOR

Mayor Posey stated that every other states are almost finished with their portion of this project and Louisiana is way behind. With no further discussion, the roll call vote was as follows:

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

**RESOLUTION NO. 067 OF 2012**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN EXTENSION AGREEMENT TO A CLAIMS ADMINISTRATION SERVICE CONTRACT ENTERED INTO BETWEEN HAMMERMAN & GAINER, INC. AND THE CITY OF NATCHITOCHES, LOUISIANA WHICH WILL EXTEND THE TERM FOR AN ADDITIONAL TWO YEAR PERIOD FROM JULY 1, 2012 THROUGH AND INCLUDING JUNE 30, 2014**

**WHEREAS**, the City of Natchitoches ("CITY") entered into a Claims Service Agreement with Hammerman & Gainer, Inc. effective March 15, 2000, for an original term of one year and which said contract extended for successive terms to expire at midnight on June 30, 2014; and

**WHEREAS FURTHER**, the CITY and Hammerman & Gainer, Inc. have agreed to extend the Claims Service Agreement without interruption for an additional two-year period from July 1, 2012, through and including June 30, 2014; and

**WHEREAS FURTHER**, the Service Fee shall be \$36,386.00 for each annual period of this Extension Agreement, all in accordance with the attached Extension Agreement.

**WHEREAS FURTHER**, after having reviewed the attached "Extension Agreement", the City Council of the City of Natchitoches desires to authorize the Mayor to execute the agreement on behalf of the City of Natchitoches.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Natchitoches in legal session convened, does hereby authorize, empower, and direct the Honorable Lee Posey, Mayor, to execute the "Extension Agreement" to the Claims Administration Services Contract, between the City of Natchitoches and Hammerman & Gainer, Inc. for the period July 1, 2012 through and including June 30, 2014.

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

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

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

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this the 23rd day of July, 2012.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

## EXTENSION AGREEMENT

This EXTENSION AGREEMENT is entered into effective as of July 1, 2012, by and between the **CITY OF NATCHITOCHEs, LOUISIANA** and **HAMMERMAN & GAINER, INC.**

### WITNESSETH

**WHEREAS**, the parties entered into a CLAIMS SERVICE AGREEMENT dated effective March 15, 2000, for an original term of one (1) year, (the "Contract"), and

**WHEREAS**, the Contract has been extended for successive terms to expire at midnight on June 30, 2012, and

**WHEREAS**, the parties desire to further extend the Contract,

**NOW THEREFORE**, the parties agree as follows:

1. The term of the Contract is extended without interruption for an additional two year period from July 1, 2012, through and including June 30, 2014.
2. The Service Fee shall be \$36,386.00 for each annual period of this EXTENSION AGREEMENT. The first annual Service Fee shall be payable in a lump sum upon the commencement of the term of this EXTENSION AGREEMENT. The second annual Service Fee shall be payable in a lump sum upon the anniversary date of the commencement of the term of this EXTENSION AGREEMENT.
3. All other terms and provisions of the original Contract and any EXTENSION AGREEMENTS remain unchanged.

**IN WITNESS HEREOF**, the parties have executed this EXTENSION AGREEMENT effective July 1, 2012, regardless of the date of actual execution by either party.

**CITY OF NATCHITOCHEs, LA**

**HGI**

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

*Lee Posey*

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

*V. S. Gainer*

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

*Mayor*

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

*Vice President Claims*

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

*July 25, 2012*

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

*7/17/2012*

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

**RESOLUTION NO. 068 OF 2012**

**A RESOLUTION AUTHORIZING THE MAYOR OF  
THE CITY OF NATCHITOCHEs TO ADVERTISE AND  
ACCEPT BIDS FOR WATER SYSTEM IMPROVEMENTS  
WATER CIRCULATION SYSTEM  
FOR  
EAST NATCHITOCHEs ELEVATED WATER TANK**

**(BID NO. 0533)**

**WHEREAS**, the City wishes to advertise for Public Bids for the Water Circulation System for East Natchitoches Elevated Water Tank project (Bid No. 0533).

**WHEREAS**, sealed bid proposals will be received by the City of Natchitoches at the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana 71457 until 4:00 p.m. on Thursday, August 23, 2012.

**WHEREAS**, bids will be publicly opened and read aloud at 4:00 PM on Thursday, August 23, 2012 at the City of Natchitoches Purchasing Department located at 1400 Sabine Street, Natchitoches, Louisiana 71457.

**WHEREAS**, after receipt of proposals the committee members consisting of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; David Stamey, Councilman; Bryan Wimberly, Director of Utilities; and Norman Nassif of Nassif Engineering & Architecture, LLC, are to review and make a recommendation of the bids received.

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

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

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

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

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this the 23rd day of July, 2012.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

ADVERTISEMENT FOR BIDS

**CITY OF NATCHITOCHEs, LOUISIANA  
(OWNER)**

Sealed Bids for WATER SYSTEM IMPROVEMENTS, WATER CIRCULATION SYSTEM FOR EAST NATCHITOCHEs ELEVATED WATER TANK (Bid No. 0533) will be received by the CITY OF NATCHITOCHEs, LOUISIANA, at the PURCHASING DEPARTMENT, 1400 SABINE STREET, NATCHITOCHEs, LA 71457 until 4:00 PM on THURSDAY, August 23, 2012. Bids will be publicly opened and read aloud at 4:00 PM on Thursday, August 23, 2012 at the CITY OF NATCHITOCHEs PURCHASING DEPARTMENT located at 1400 SABINE ST. NATCHITOCHEs, LA 71457.

Electronic bids can be submitted through [www.bidexpress.com](http://www.bidexpress.com)

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

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

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

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

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

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

Date: July 23, 2012

/s/ Lee Posey  
Mayor

Publishing Dates:  
Friday, July 27, 2012  
Friday, August 3, 2012  
Friday, August 17, 2012

Mayor Posey asked Mr. Bryan Wimberly if this is simply for the circulation inside the tank. Mr. Wimberly stated that this is considered an active circulation system. Mr. Wimberly stated that it was noticed last year that we were getting stratification inside the tank and to keep the chlorine uniform in the tank they have come up with this system to circulate the water in the tank. Mr. Wimberly explained that this is part of a \$50,000.00 grant which was awarded and this is the implementation of that grant award.

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

**RESOLUTION NO. 069 OF 2012**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
CHANGE ORDER NO. 2 TO THE  
WATER SYSTEM IMPROVEMENTS  
REHABILITATION OF WATER TREATMENT PLANT NO. 1**

**(BID NO. 0495)**

**WHEREAS**, the City of Natchitoches awarded a contract to Cecil D. Gassiott, LLC by Ordinance No. 001 of 2010 passed on January 11, 2010 in the base bid amount of \$ 2,748,000.00 for the Water System Improvements, Rehabilitation of Water Treatment Plant No. 1 (Bid No. 0495); and,

**WHEREAS**, the City of Natchitoches approved Change Order No.1 by Resolution No. 109 of 2011 passed on September, 26, 2011 in the amount of \$ 1,581,900.00 as recommended by the State of Louisiana, Department of Health and Hospitals, Drinking Water Revolving Loan Fund program to complete the second phase of the Project; and,

**WHEREAS**, the Engineer, Norman Nassif of Nassif Engineering & Architecture, LLC, recommends Change Order No. 2 dated July 23, 2012 reflecting an increase of \$ 144,989.00 in the contract amount, and an additional 275 days to the contract time, as further detailed in attached Change Order No. 2 ; and

**WHEREAS**, the City is of the opinion that Change Order No. 2 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 Lee Posey, Mayor, be and is hereby authorized, empowered and directed to execute the referenced Change Order No. 2 to the agreement between the City and the Contractor.

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

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

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

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this the 23rd day of July, 2012.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**



CHANGE ORDER

Change Order No.: Two (2)

Change Order Date: July 23, 2012

PROJECT: Water System Improvements

Rehabilitation of Water Treatment Plant No. 1

OWNER: City of Natchitoches

CONTRACTOR: Cecil D. Gassiott, LLC

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

Addition of Timber Piles for New Pump Station Foundation.  
Additional Cost for Upgrade (additional pumping capacity) in Backwash Pump System.  
Reroute existing piping at proposed Pump Station Site; there were no records of existing piping that were encountered at proposed Pump Station location. Existing pipes require relocation.  
Well Point System to dewater existing soils at new Pump Station site for constructing structure.

Contract Time Extension due to time delay associated with implementing work items included in this change order. Revised Substantial Completion Date will be December 31, 2012; accordingly, revised Final Completion Date will be February 14, 2013.

See attached cost estimate for itemized costs for major work items.

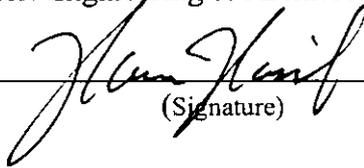
Change in Contract Price:

Original Contract Price: .....	\$ <u>2,748,000.00</u>
Contract Price adjusted by prior Change Orders.....	\$ <u>1,581,900.00</u>
Contract Price due to this Change Order (will increase): .....	\$ <u>144,989.00</u>
Contract Price incorporating this Change Order will be:.....	\$ <u>4,474,889.00</u>

Change in Contract Time:

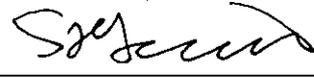
Original Contract Time (calendar days).....	<u>365</u>
Contract Time adjusted by prior Change Orders .....	<u>424</u>
Contract Time due to this Change Order (will increase): .....	<u>275</u>
Contract Time incorporating this Change Order will be: .....	<u>1064</u>

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

  
\_\_\_\_\_  
(Signature)

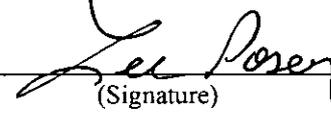
7/25/12  
Date

Accepted by (Contractor): Cecil D. Gassiot, LLC

  
\_\_\_\_\_  
(Signature)

8.3.12  
Date

Approved by (Owner): City of Natchitoches

  
\_\_\_\_\_  
(Signature)

7/25/12  
Date

Mr. Wimberly explained that this project was to revamp Plant No. 1 and was designed to be in two phases. During construction of the first phase, we borrowed \$5,000,000.00 from the Louisiana Revolving Loan Fund to accomplish this project. After we started we received a \$2,000,000.00 ARA forgiveness, therefore we only had to pay back \$3,000,000.00 because we had Federal funds coming in. The State of Louisiana said that we need to go back put Phase 2 into Phase 1. That was the first change order. This was done so we would remain eligible in the timeframe for the \$2,000,000.00 forgiveness on the Federal loan.

The \$145,000.00, rounded, is for four unforeseen items that have developed since construction. One of which is that the design for the pump station in Phase 2 called for a concrete based under the pump station. We are digging a hole approximately 30 feet deep between Cane River Lake and Chaplin's Lake. The engineers made changes after we performed the original design, included installing 60 foot timber piles. Also we had a 12 inch line in our pump station location, and we had to move that 12" line. Mr. Wimberly stated that at \$4,474,000.00, we are still in the scope of our original budget of \$5,000,000.00.

Mr. Nielson made a motion to add Resolution 70 of 2012 to the agenda. Seconded by Mr. Stamey.

The roll call vote was as follows:

**AYES:** Payne, Nielson, Mims, Stamey, Morrow.

**NAYES:** None

**ABSENT:** None

City of Natchitoches

RESOLUTION NUMBER: 070 OF 2012

DATE: July 23, 2012

The City of Natchitoches of the Parish of Natchitoches met in regular session on this date. The following resolution was offered by Ms. Morrow and seconded by Mr. Nielsen 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 Taxiway B 1; and

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

**WHEREAS**, the LA DOTD will provide the necessary funding for the Rehabilitate Taxiway B 1 and reimburse the sponsor up to \$88,278.00 of project cost.

**NOW THEREFORE, BE IT RESOLVED** by the City of Natchitoches that it does hereby authorize the Mayor to execute an Agreement for the project identified as H.009684, 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:

**YEAS: Morrow, Nielsen, Payne, Mims, Stamey**

**NAYS: None**

**ABESENT: None**

**WHEREUPON**, the Resolution was declared adopted on the 23rd day of July 2012.

CITY OF NATCHITOCHEs

BY: Lee Posey  
(Signature)

Lee Posey  
Lee Posey

TITLE: Mayor

ATTEST: Stacy McIlwain  
(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

August 8, 2012

**RECEIVED**

AUG 13 2012

OFFICE OF THE MAYOR

STATE PROJECT NO. H.009684  
REHABILITATE RWY B 1  
NATCHITOCHEs REGIONAL AIRPORT  
NATCHITOCHEs PARISH

The Honorable Lee Posey  
Mayor, City of Natchitoches  
Post Office Box 37  
Natchitoches, Louisiana 71457

Re: Sponsor/State Agreement

Dear Mayor Posey:

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.009684  
REHABILITATE TAXIWAY B 1  
NATCHITOCHE REGIONAL AIRPORT  
NATCHITOCHE PARISH

THIS AGREEMENT, made and executed in three (3) original copies on this 6<sup>th</sup> day of August, 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 (17GA) Aviation Needs and Project Priority Program; and

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

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

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

ARTICLE I - PROJECT DESCRIPTION

1.1 The improvement that is to be undertaken under this project will consist generally of rehabilitation of Taxiway B 1.

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

## ARTICLE II - PROJECT RESPONSIBILITY

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

## ARTICLE III - CERTIFICATION AND COMPLIANCE

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

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

## ARTICLE IV - FUNDING

4.1 Except for services hereinafter specifically listed to be furnished at the expense of DOTD or the Sponsor if provided in this agreement under Article I, the cost of this project will be reimbursed to the sponsor with DOTD contributing an amount not to exceed **\$88,278.00**. Any other costs beyond **\$88,278.00** will be born solely by the sponsor, unless approved by DOTD after a written request is made by the sponsor in accordance with R.S. 2:806.A, 2:807.B and 2:810. All such overages may not be approved until after the project is complete and at the end of the State's fiscal year, to determine if funds are available after all higher priorities have been considered. The Sponsor, at its own expense, may incorporate items of work not eligible for DOTD participation into the construction contract if it so desires.

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

## ARTICLE V – TAXES

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

## ARTICLE VI - COST REIMBURSEMENTS

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

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

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

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

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

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

## ARTICLE VII – COST RECORDS

7.1 The Sponsor and all others employed by it in connection with this project shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this project and shall keep such material available at their respective offices at all

times during the contract period and for three years from the date of final payment for the project. Additionally, all such materials shall be available for inspection by DOTD, the Legislative Auditor, the FAA, or any authorized representative of the federal government under applicable state and federal regulations, at all reasonable times during the contract period and for three years from the date of final payment.

#### ARTICLE VIII – ENGINEERING

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

#### ARTICLE IX – REAL PROPERTY ACQUISITION

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

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

#### ARTICLE X - BID PROCESS

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

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

1. The bid tabulation, including engineer's estimate, verified by the Sponsor.

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

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

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

#### ARTICLE XI – CONSTRUCTION

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

11.2 A pre-construction meeting shall be held at the airport within fifteen (15) working days after the State has given approval to start construction. Construction contracts need not be signed prior to the pre-construction meeting, but must be signed prior to starting work. The Sponsor (or consultant) shall host the meeting and follow the current DOTD/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.

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

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

after the project is complete and at the end of the State's fiscal year, to determine if funds are available.

#### ARTICLE XII – CIVIL RIGHTS

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

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

#### ARTICLE XIII – DBE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XV - OPERATION & MAINTENANCE RESPONSIBILITY

15.1 Upon final acceptance of the project, the Sponsor shall assume ownership of the improvements and assume all operations and maintenance costs of the facilities for a period of

not less than twenty (20) years. Non-aviation activities shall require written approval from DOTD.

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

#### ARTICLE XVI – HOLD HARMLESS AND INDEMNITY

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

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

#### ARTICLE XVII – CANCELLATION

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

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

ARTICLE XVIII – AMENDMENT

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

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

WITNESSES:

CITY OF NATCHITOCHEs

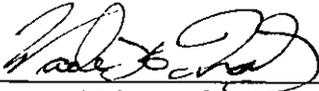
Stacy M. McCreary  
(Witness for First Party)

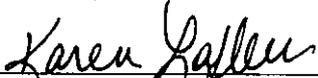
BY: Lee Posey  
(Signature)

Hannah Post-Wing  
(Witness for First Party)

Lee Posey  
\_\_\_\_\_  
Typed or Printed Name  
Mayor  
\_\_\_\_\_  
Title  
726000931  
\_\_\_\_\_  
Sponsor’s Federal Identification Number

WITNESSES:

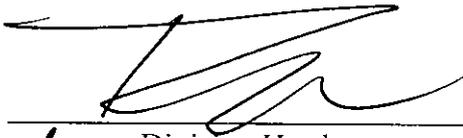
  
\_\_\_\_\_  
(Witness for Second Party)

  
\_\_\_\_\_  
(Witness for Second Party)

STATE OF LOUISIANA  
THROUGH THE DEPARTMENT OF  
TRANSPORTATION AND  
DEVELOPMENT

By:   
\_\_\_\_\_  
Assistant Secretary

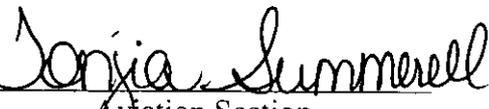
RECOMMENDED FOR APPROVAL

BY:   
\_\_\_\_\_  
Division Head



APPROVED AS TO FORM

BY:   
\_\_\_\_\_  
Aviation Section

BY:   
\_\_\_\_\_  
Aviation Section

Mr. Larry Cooper explained that this project needs to be completed at the same time as another project scheduled in August and we are trying to get several projects done at one time in order to get the runways open quickly and safely.

Mayor Posey thanked Mr. Cooper for his work at the Airport and that we have a really good airport and when we talked to people about economic development, the airport is an asset for any industry.

The Mayor asked if there was any further business to be brought before the Council. There being none, Mr. Payne made a motion to adjourn the meeting, Mr. Nielsen seconded the motion, and the meeting was adjourned at 6:20 p.m.

  
\_\_\_\_\_  
**LEE POSEY**  
**MAYOR**

  
\_\_\_\_\_  
**DON MIMS**  
**MAYOR PRO TEMPORE**