

**NATCHITOCHEs CITY COUNCIL MEETING  
FEBRUARY 8, 2010 - 7:00 P.M.**

**AGENDA**

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF JANUARY 25, 2010**
5. **PROCLAMATION:**  
**#015 Morrow** Resolution Proclaiming The Month of February 2010 as African American History Month in the City of Natchitoches
6. **BIDS – OPEN:**  
**#006 Mims** Ordinance Authorizing The Mayor Of The City Of Natchitoches To Open Bids For The Purchase Of Two (2) 69kv Circuit Breakers For The Dixie Street Substation (Bid No. 0496)  
Committee: Pat Jones, Edd Lee, Larry Payne, Bryan Wimberly
7. **ORDINANCES – INTRODUCTION:**  
**#007 McCain** Ordinance Authorizing the Mayor of the City of Natchitoches, Louisiana, to Enter Into a Cooperative Endeavor Agreement with the Natchitoches Historic District Development Corporation, Whereby The City of Natchitoches and the Natchitoches Historic District Development Corporation Will Cooperate and Participate in Programs and Projects with the Historic District of the City of Natchitoches
8. **ORDINANCES – FINAL:**  
**#004 Nielsen** Ordinance Authorizing the City of Natchitoches to Enter Into an Interlocal Agreement with the Parish of Natchitoches for the Energy Efficiency and Conservation Block Grant (EECBG) Program Award (Recovery Act)  
  
**#005 Payne** An Ordinance To Adopt A Written Policy Regarding Payment Deferments Within The Utility Customer Service Center, And Further Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance
9. **RESOLUTIONS:**  
**#014 McCain** Resolution Approving Work Order Addendum No. One Between Airport Development Group, Inc. And The City Of Natchitoches Regarding A Construction Contract For The Extension And Lighting Of Taxiway “A” From Taxiway “B” to Runway 7-25 and Widen Taxiway “A” at the Southernmost Connector And Authorizing The Mayor Of The City Of Natchitoches, Wayne McCullen, To Execute Said Work Order Addendum, Providing For Advertising And An Effective Date
10. **OTHER BUSINESS**
11. **ANNOUNCEMENT:** The City of Natchitoches will be closed Monday, February 15, 2010 in honor of President’s Day
12. **ADJOURNMENT**

**NOTICE TO THE PUBLIC**

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

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

**PROCEEDINGS OF THE CITY COUNCIL  
OF THE CITY OF NATCHITOCHEs, STATE OF LOUISIANA,  
REGULAR MEETING HELD ON  
MONDAY, FEBRUARY 8, 2010, AT SEVEN O'CLOCK, (7:00) P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana, on Monday, February 8, 2010, at 7:00 p.m.

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

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

The Mayor then recognized the contributions of former Mayor Bobby DeBlieux, who passed away this past week, to the City of Natchitoches, and asked that everyone keep his family in their prayers.

The Mayor asked everyone to rise for the Invocation given by Chief Micky Dove followed by the Pledge of Allegiance lead by Mr. Payne.

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

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

The Mayor declared the Motion as PASSED.

The Meeting continued with Proclamations, as follows:

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

**RESOLUTION NO. 015 OF 2010**

**RESOLUTION PROCLAIMING THE MONTH OF FEBRUARY 2010  
AS AFRICAN AMERICAN HISTORY MONTH IN THE CITY OF NATCHITOCHEs**

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

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

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

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

**WHEREAS**, this year's theme, "The History of Black Economic Empowerment" calls upon us to honor the African Americans who overcame injustice and inequality to achieve financial independence and the security of self-empowerment that comes with it.

**NOW, THEREFORE, I, MAYOR WAYNE McCULLEN AND THE NATCHITOCHEs CITY COUNCIL**, by virtue of the authority vested by the City Charter, do hereby proclaim February 2010 as

**AFRICAN AMERICAN HISTORY MONTH**

in the City of Natchitoches and urge all of our citizens to join in the celebrations of this month.

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

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

**THEREUPON**, the Mayor, Wayne McCullen, declared the Resolution passed by a vote of 5 ayes to 0 nays, this the 8<sup>th</sup> day of February, 2010.

  
WAYNE McCULLEN, MAYOR

The meeting continued with Bids, as follows:

Mr. Mims made a motion that bids be opened and the Mayor Authorized to Award the Bid for the Purchase of Two (2) 69kv Circuit Breakers for the Dixie Street Substation, being Ordinance 006. The motion was seconded by Mr. Nielsen.

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

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

The Mayor declared the motion as PASSED.

**ORDINANCE NO. 006 OF 2010**

**ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF  
NATCHITOCHEs TO OPEN THE BIDS FOR THE PURCHASE OF TWO  
(2) 69KV CIRCUIT BREAKERS FOR THE DIXIE STREET SUBSTATION**

**(BID NO. 0496)**

Mr. Mims and Mr. McCain opened the bids for the Purchase of Two (2) 69kv Circuit Breakers for the Dixie Street Substation, bid 0496, as follows:

- |    |   |   |
|----|---|---|
| 1) | Diversified Electric Company<br>North Little Rock, Arkansas | \$ 45,850.00 per unit<br>\$ 91,700.00 total |
| 2) | HD Supply Utilities<br>Little Rock, Arkansas                | \$ 37,998.00 per unit<br>\$ 75,996.00 total |
| 3) | Stuart C. Irby Company<br>Baton Rouge, Louisiana            | \$ 35,602.00 per unit<br>\$ 71,204.00 total |

A committee was appointed to evaluate the bids and report back at the next Council meeting consisting of:

Mr. Pat Jones, Director of Finance  
Mr. Bryan Wimberly, Director of Utilities  
Mr. Edd Lee, Director of Purchasing  
Councilman Larry Payne

The meeting continued with Ordinances, as follows:

**ORDINANCE NO. 007 OF 2010**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEES, LOUISIANA, TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE NATCHITOCHEES HISTORIC DISTRICT DEVELOPMENT CORPORATION, WHEREBY THE CITY OF NATCHITOCHEES AND THE NATCHITOCHEES HISTORIC DISTRICT DEVELOPMENT CORPORATION WILL COOPERATE AND PARTICIPATE IN PROGRAMS AND PROJECTS WITH THE HISTORIC DISTRICT OF THE CITY OF NATCHITOCHEES**

**WHEREAS**, the Natchitoches Historic District Development Corporation (sometimes hereinafter referred to as “**NHDDC**”) is a political subdivision of the State of Louisiana which was created by Acts 1998, First Executive Session, Number 154, and amended by Acts 1999, Number 937, section 1 (Revised Statute 25:791) of the for the purpose of the planning and development of the Natchitoches Historic District, a national landmark; and

**WHEREAS FURTHER**, **NHDDC** is charged with providing for the development of tourism and maintenance of the historic integrity of the Natchitoches Historic District (sometimes hereinafter the “**District**”); and

**WHEREAS FURTHER**, among the powers granted to the **NHDDC** are (1) authority to receive grants, donations, funds and other resources, (2) acquire property necessary or desirable for the purposes of the **NHDDC**, and (3) “...enter into contracts including those for the purchase, construction, and improvement of works and facilities necessary in connection with the planning and development” of the **NHDDC**” (see R. S. 25:791 (D)); and

**WHEREAS FURTHER**, at the request of the **CITY**, **NHDDC** participates in projects which result in improvements to the “**District**” and to **CITY** owned property; as examples, such projects in the past and contemplated projects include the following:

- 1) Placement of new lamp posts in the Natchitoches Historic District.
- 2) Sharing of the maintenance costs for the Roque House Gardens.
- 3) Sharing the acquisition cost of the water fountain located in Cane River Lake.
- 4) Sharing the maintenance costs for the traffic circle at the North end of Front Street.

- 5) Sharing the cost of the renovations to the public restroom facility at the North end of Front Street.
- 6) Sharing the cost of a horticulturist.
- 7) Sharing in the cost of landscaping and placement of potted plants and baskets in the District.
- 8) Providing funds for the creation of new set pieces for the Christmas Festival light display and the rehabilitation of old set pieces.
- 9) Sharing the costs associated with improvements and additions to the Virginia Baker Park.
- 10) Sharing the costs associated with the expansion of the North ramp of Rue Beau Port.
- 11) Sharing the costs associated with the dismantling of that building located at the Northwest corner of the intersection of Lafayette Street and Third Street and known as the Dark Store and the development and creation of a green space and signage at that site.

**WHEREAS FURTHER**, the City Council of the City of Natchitoches and the members of the **NHDDC** acknowledge that all of the above projects and programs are beneficial to the City of Natchitoches and contribute to the mission of the **NHDDC**; and

**WHEREAS FURTHER**, at the request of the **CITY**, **NHDDC** has contributed to the salary of the City Horticulturist and the Assistant Horticulturist

**WHEREAS FURTHER**, the participation of the **NHDDC** in the various projects in the District, including the above projects, gives the **NHDDC** the ability to have input in those projects which may result in a project that better fits and enhances the Natchitoches Historic District; and

**WHEREAS FURTHER**, the projects benefit the **CITY**, as the **CITY** gains additional funds to carry out projects in the District and further benefits from the expertise and input from the **NHDDC**; and

**WHEREAS FURTHER**, the City of Natchitoches is specifically authorized under Section 1.06 of the Charter of the City of Natchitoches to provide for the general welfare, safety, health, peace and good order of the City, and further authorized under Section 1.07 of the Charter of the City of Natchitoches to enter into Joint Service Agreements or Cooperative Efforts with other governmental agencies; and

**WHEREAS FURTHER**, Article 7, Section 14 (C) of the Constitution of the State of Louisiana allows for Cooperative Endeavor Agreements between political subdivisions of the state and provides as follows: "For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual."; and

**WHEREAS FURTHER**, the **CITY** and **NHDDC** desire to enter into a Cooperative Endeavor Agreement under the authority of Article 7, § 14(C) of the Constitution of the State of Louisiana for a public purpose whereby **NHDDC** will provide financial support and technical assistance to the **CITY** for certain projects which enhance the District and promote tourism in the District; and

**WHEREAS FURTHER**, the **CITY** takes cognizance of the fact that the financial support of projects and technical support provided by **NHDDC** are considerable, the expense of which could not economically be borne entirely by the **CITY**; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches and the members of the **NHDDC** are of the opinion that the cooperation as outlined in this agreement are beneficial to the City of Natchitoches and the **NHDDC** and therefore the goals of this agreement meet the Constitutional Requirement of "public purpose"; and

**WHEREAS FURTHER**, the **CITY** and the **NHDDC** acknowledge that the past projects that the two entities have cooperated in as well as the ongoing projects have contributed to the enhancement of the District and the promotion of tourism in the District, all of which is of importance to both the **CITY** and the **NHDDC**; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches desires to enter into a Cooperative Endeavor Agreement with the **NHDDC** to provide for continued joint project and programs all under the terms and conditions set forth on the attached Cooperative Endeavor Agreement; and

**NOW THEREFORE BE IT ORDAINED** by the City Council of the City of Natchitoches, Louisiana, that the Mayor of the City of Natchitoches, Wayne McCullen is hereby authorized to execute the attached Cooperative Endeavor Agreement with the **NHDDC**.

**BE IT FURTHER ORDAINED** that the terms of the Cooperative Endeavor Agreement, attached hereto, are approved and accepted by the City Council of the City of Natchitoches, Louisiana.

This Ordinance was introduced on the 8<sup>th</sup> day of February, 2010.

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

**ORDINANCE NO. 004 of 2010**

**ORDINANCE AUTHORIZING THE CITY OF NATCHITOCHEs TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE PARISH OF NATCHITOCHEs FOR THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) PROGRAM AWARD (RECOVERY ACT)**

**WHEREAS**, the Parish of Natchitoches, acting by and through its governing body, the Police Jury, (hereinafter referred to as "Parish") and the City of Natchitoches, acting through its governing body, the City Council (hereinafter referred to as "City Council"), is desirous of entering into an Interlocal Agreement for the Energy Efficiency and Conservation Block Grant (EECBG) Program Award; and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

**WHEREAS**, the **PARISH** agrees to provide the **CITY \$104,532.75** from the EECBG award for Energy Efficiency Retrofits and the **CITY** agrees to use **\$104,532.75** for Energy Efficiency Retrofits as documented in the EECBG application guidelines until March 31, 2012.

**NOW THEREFORE BE IT RESOLVED** that the Mayor be and is hereby authorized to execute the attached Interlocal Agreement between the Parish of Natchitoches, acting through the Police Jury and the City of Natchitoches.

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

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

**THEREUPON**, the Mayor declared the Ordinance **PASSED** this 8<sup>th</sup> day of February, 2010 by a vote of 5 ayes to 0 nays.

  
WAYNE McCULLEN, MAYOR

  
DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 9<sup>th</sup> day of February, 2010 at 10:00 A.M.

THE STATE OF LOUISIANA

PARISH OF NATCHITOCHE

 COPY

INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF NATCHITOCHE, LA AND PARISH OF NATCHITOCHE, LA

RECOVERY ACT: ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) PROGRAM AWARD

This Agreement is made and entered into this \_\_\_\_\_ day of January, 2010, by and between the **PARISH of NATCHITOCHE**, acting by and through its governing body, the Police Jury, hereinafter referred to as **PARISH**, and the **CITY of NATCHITOCHE**, acting by and through its governing body, the City Council, hereinafter referred to as **CITY**, both of NATCHITOCHE PARISH, State of LOUISIANA, witnesseth:

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

**WHEREAS**, the **PARISH** agrees to provide the **CITY \$104,532.75** from the EECBG award for Energy Efficiency Retrofits.

**NOW THEREFORE**, the **PARISH** and **CITY** agree as follows:

**Section 1**

**PARISH** agrees to pay **CITY** a total of **\$104,532.75** of EECBG funds.

**Section 2**

**CITY** agrees to use **\$104,532.75** for Energy Efficiency Retrofits as documented in the EECBG application guidelines until March 31, 2012.

**Section 3**

**CITY** agrees to submit a monthly progress report and expenditure reports to the **PARISH** for submission to DNR in accordance with the reporting requirements requested by the EECBG grantor.

**Section 4**

Nothing in the performance of this Agreement shall impose any liability for claims against **PARISH** other than claims for which liability may be imposed by the Louisiana Tort Claims Act.

**Section 5**

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Louisiana Tort Claims Act.

**Section 6**

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 7**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this agreement.

**Section 8**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF NATCHITOCHEs, LA

PARISH OF NATCHITOCHEs, LA

Wayne McCullen  
Wayne McCullen, Mayor

\_\_\_\_\_  
Catherine Hamilton, Parish Police Jury  
Administrator

Carol S. Steadman  
Witness

\_\_\_\_\_  
Witness

Stacy M. McQuary  
Witness

\_\_\_\_\_  
Witness

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

**ORDINANCE NUMBER 005 OF 2010**

**AN ORDINANCE TO ADOPT A WRITTEN POLICY REGARDING PAYMENT DEFERMENTS WITHIN THE UTILITY CUSTOMER SERVICE CENTER, AND FURTHER PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE**

**WHEREAS**, the City of Natchitoches bills utility customers for utility service through its Utility Customer Service Center; and

**WHEREAS FURTHER**, the Utility Customer Service Center has over time developed certain operating and policies for the monthly billing and collection of utility services provided to utility customers within the City of Natchitoches and surrounding areas; and

**WHEREAS FURTHER**, among the policies that has been developed over time is a payment deferment policy which allows for an extension of time within which a utility customer may pay their monthly utility bill; and

**WHEREAS FURTHER**, in order to provide for conformity and clarity to utility customers, the Utility Customer Service Center has developed a written policy for payment deferments, which said policy is attached hereto as Exhibit "A"; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches desires to approve and adopt the Payment Deferments policy as recommended by the Utility Customer Service Center and as attached hereto as Exhibit "A"; and

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

**SECTION 1.** The "Payment Deferments" policy attached hereto as Exhibit "A" shall be approved and adopted by the City of Natchitoches, Louisiana.

**SECTION 2.** The Utility Customer Service Center shall apply and abide by the "Payment Deferments" policy as set forth in the attached Exhibit "A".

**SECTION 3.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

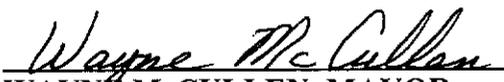
**SECTION 4.** If any portion of this Ordinance is declared to be invalid or unconstitutional in any manner, the invalidity shall be limited to that particular section or provision, and shall not affect the remaining portions of the ordinance, which shall remain valid and enforceable, it being the intention of the City Council that each separate provision shall be deemed independent of all other provisions herein.

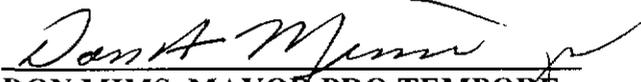
**SECTION 5.** This Ordinance shall go into effect upon publication and in accordance with law.

Said Ordinance having been introduced on the 25<sup>th</sup> day of January, 2010, notice of public hearing having been held, the title having been read and the Ordinance considered, on motion by Mr. Payne and seconded by Mr. Nielsen, to adopt the ordinance, a record vote was taken and the following result was had:

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

**THEREUPON**, the Mayor declared the Ordinance **PASSED** this 8<sup>th</sup> day of February, 2010 by a vote of 5 ayes to 0 nays.

  
WAYNE McCULLEN, MAYOR

  
DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 9<sup>th</sup> day of February, 2010 at 10:00 A.M.



UTILITY CUSTOMER SERVICE CENTER  
PAYMENT DEFERMENTS

Document No.

Effective Date

Revision Date

Revision No.

Page No.

Approval:

1.0 Purpose

Due to unforeseen circumstances, a customer may occasionally request a deferment (or extension) of the length of time for payment of their monthly utility bill. In such a situation, it is possible that a deferment may be granted. This will be determined by the Utility Customer Service Center Manager on a case-by-case basis.

2.0 Policy

The following restrictions apply to payment deferments:

- 1.) All previous bills must be paid in full before an extension will be granted for a current bill.
- 2.) The customer account has not been past due more than three (3) times during the previous twelve (12) month period.
- 3.) No more than three (3) extensions will be granted in a twelve (12) month period.
- 4.) No extensions will be granted to customers with outstanding NSF checks.
- 5.) No deferments will be given without a minimum six (6) month customer billing history.
- 6.) No deferments will be given on deposits.
- 7.) The customer account must be paid in full by the agreed upon extension date.
- 8.) In cases where the Utility Customer Service Center has made error(s) in billing or failing to bill a customer, deferments may be granted at the discretion of the Utility Customer Service Center Manager.
- 9.) Existing deferment agreements with a customer cannot be changed without written approval from the Utility Customer Service Center Manager.

Extensions may be granted as a courtesy to the City's utility customers and will, at no time, be considered permanent. The City reserves the right to discontinue an extension for any reason, including but not limited to: meter tampering or returned checks.

The meeting continued with Resolutions, as follows:

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

**RESOLUTION NUMBER 014 OF 2010**

**A RESOLUTION APPROVING WORK ORDER ADDENDUM NO. ONE, BETWEEN AIRPORT DEVELOPMENT GROUP, INC. AND THE CITY OF NATCHITOCHEs REGARDING A CONSTRUCTION CONTRACT FOR THE EXTENSION AND LIGHTING OF TAXIWAY "A" FROM TAXIWAY "B" TO RUNWAY 7-25 AND WIDEN TAXIWAY "A" AT SOUTHERNMOST CONNECTOR AND AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, WAYNE MCCULLEN, TO EXECUTE SAID WORK ORDER ADDENDUM, PROVIDING FOR ADVERTISING AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Natchitoches, Louisiana, (sometimes hereinafter "City"), authorized the Mayor of the City of Natchitoches, Louisiana to execute a General Services Agreement with Airport Development Group, Inc. (Sometimes hereinafter referred to as "ADG"), for professional services associated with the Natchitoches Regional Airport by Resolution Number 12 of 2010; and

**WHEREAS FURTHER**, the City has a new project at the Natchitoches Regional Airport which will require engineering services, and desires to approve of Work Order Addendum Number one to the Open General Services Agreement to provide for the engineering services; and

**WHEREAS FURTHER**, the scope of work includes the following:

1. Environmental Assessment for a 250 foot taxiway extension.
2. Update of Disadvantaged Business Enterprise plan.
3. Engineering design including extension and lighting of Taxiway "A" from Taxiway "B" to Runway 7-25 (250' x 40') and Widen Taxiway "A" at Southernmost Connector.
4. Handling the Bid of the work; and

**WHEREAS FURTHER**, the work described in the Work Order Addendum No. One will enhance the Natchitoches Regional Airport; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches has reviewed the Work Order Addendum No. One, which is attached hereto, and has approved its form and does desire to enter into the Work Order Addendum No. One with ADG; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches is of the opinion that it is in the interest of the City to enter into the Work Order Addendum No. One; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches, authorizes the Mayor of the City of Natchitoches, Wayne McCullen, to execute the attached Work Order Addendum No. One; and

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Natchitoches, in legal session convened, that Mayor Wayne McCullen, be and is hereby authorized, directed and empowered to enter into and execute the attached Work Order Addendum No. One with ADG, as more fully described on the attached Work Order Addendum No. One.

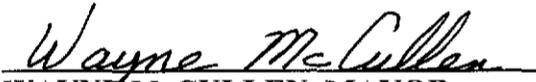
**BE IT FURTHER RESOLVED** that the Mayor, or his assignee, be and he is hereby authorized to do all things necessary and proper in connection herewith.

This resolution was introduced on this the 8<sup>th</sup> day of February, 2010, as a regular meeting of the City Council of the City of Natchitoches, Louisiana.

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

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

**THEREUPON**, the Mayor, Wayne McCullen, declared the Resolution passed by a vote of 5 ayes to 0 nays, this the 8<sup>th</sup> day of February, 2010.

  
WAYNE McCULLEN, MAYOR

**WORK ORDER ADDENDUM NO. ONE**  
**TO**  
**OPEN GENERAL SERVICES AGREEMENT NO. ONE**  
**BETWEEN SPONSOR AND ENGINEER FOR PROFESSIONAL SERVICES**

**THIS IS A WORK ORDER ADDENDUM** made by and between the **CITY OF NATCHITOCHE** (SPONSOR), PO Box 37, Natchitoches, Louisiana, 71458-0037, and **AIRPORT DEVELOPMENT GROUP, INC. (CONSULTANT or ENGINEER)**, 3900 Lakeland Drive, Suite 501 C, Jackson, MS 39232 and 1776 S. Jackson Street, Suite 950, Denver, CO 80210.

For this **WORK ORDER ADDENDUM**, **AIRPORT DEVELOPMENT GROUP, INC.**, will be using the services of **NOWLIN & ASSOCIATES, INC.**, 740 Front Street, Natchitoches, Louisiana 71457 for land surveying, resident inspection and other construction administration services. Additionally, **GTL, INC.**, 226 Parkwood Drive, Alexandria, LA 71306 will be used for geotechnical investigation and testing.

WITNESSETH:

WHEREAS, **SPONSOR** and **ENGINEER** have heretofore entered into an open general services agreement between themselves for professional services, and

WHEREAS, parties hereto do now desire to add work by amending certain provisions of said agreement dated the 25<sup>th</sup> day of January 2010, between themselves, and to reduce said amendment to writing;

NOW, THEREFORE, in consideration of the original agreement between the parties, the premises hereto, the mutual covenants, promises, doings and things hereinafter set forth, the parties hereto do now agree as follows:

This work order addendum shall make Work Order Addendum Number One null and void. Any monies charged and/or paid towards Work Order Addendum Number One shall be applied to this work order addendum.

This work order addendum establishes the scope and payment for the following Basic Services:

1. Environmental Services for a future construction project of airport improvements:

**1. Complete Environmental Assessment for a 250 Foot Taxiway Extension**

2. Update Disadvantaged Business Enterprise (DBE) plan for construction project of approximately \$260K of airport improvements:

3. Engineering design for construction project of approximately \$260K of airport improvements:

**1. Extend and Light Taxiway "A" from Taxiway "B" to Runway 7-25 (250'x40') and Widen Taxiway "A" at Southernmost Connector.**

4. Bidding the above improvements in one bid upon the completion of the design.

Add the following to Section I of the Open General Services Agreement No. One solely for Basic Services for this work item:

1.1 General

1.1.1. ENGINEER shall perform professional services as hereinafter stated which include customary civil and electrical engineering services and customary services incidental thereto.

1.1.2. ENGINEER shall assist SPONSOR in developing a DBE Plan and project goals for DBE participation, as required.

1.1.3. ENGINEER shall update the Airport Layout Plan to reflect changes accomplished by construction associated with this agreement.

1.2 Design Phase

After authorization to proceed from SPONSOR with the design phase for the above construction items, ENGINEER shall:

1.2.1. In consultation with SPONSOR, FAA, and other interested parties, determine the extent of the project, and review all available data.

1.2.2. Prepare preliminary design documents consisting of design criteria, preliminary drawings, and specifications.

1.2.3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable project costs (cost estimates).

1.2.4. Provide topographic and cross section survey as necessary to determine existing layout, grades and elevations.

1.2.6. Provide soils/pavement investigation to determine the thickness, nature and condition of existing soils and pavements as necessary in order to establish design criteria for new pavements, embankments and/or drainage structures.

1.2.7. On the basis of the preliminary design and the revised opinion of probable project cost, prepare for incorporation in the contract documents final drawings to show the character and extent of the project (hereinafter called "drawings"), specifications and contract documents in accordance with FAA standards, as applicable.

1.2.8. Furnish to SPONSOR such documents and design data as may be required so that SPONSOR can obtain approval of the FAA or any such governmental authorities as have jurisdiction over design criteria applicable to the project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities. If required, ENGINEER and/or SPONSOR shall certify such documents to the FAA prior to advertising for bids.

1.2.9. Advise SPONSOR of any adjustments to the latest opinion of probable project cost caused by changes in extent or design requirements of the project or construction costs and furnish a revised opinion of probable project cost based on the final drawings and specifications.

1.2.10. Prepare a design engineer's report, including pavement design, estimates of final quantities and construction costs and identification of deviations from FAA design standards as well as justification for such deviation. This report will be submitted at the time of submittal of final drawings and specifications to the SPONSOR, State and the FAA.

1.2.11. Prepare for review and approval by FAA, SPONSOR, his legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where

appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.12. Furnish up to five copies of the above documents for review by SPONSOR, State and FAA.

1.3 Bidding Phase (1 bid project to be awarded to one prime contractor)

After authorization from the FAA and SPONSOR, to proceed with each bidding phase, ENGINEER shall:

1.3.1. Assist SPONSOR in obtaining bids, bid opening, and processing of bid documents, for one prime contract for construction, materials, equipment and services.

1.3.2. Furnish complete sets of approved drawings, specifications and contract documents for the bidding of the project per Public Bid Law R.S. 38:2212 A.(1)(e.)

1.3.3. Consult with and advise SPONSOR as to the requirements of LA R.S. 38:2215; 2216 and 2212(J) along with LA R.S. 38:2212.5.

1.3.4. Consult with and advise SPONSOR and FAA as to the acceptability of substitute materials and equipment proposed by Contractors when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.5. Assist SPONSOR in evaluating bids or proposals and in assembling and awarding contracts.

1.3.6. Prepare, or assist in the preparation of, the applications for federal and state funds

This work order addendum also establishes the scope and payment for the following Special Services:

Special Services will include construction contract assistance, construction phase administration, construction inspection, acceptance testing & survey, final project acceptance, and project close-out.

Add the following to Section 2 of the Open General Services Agreement No. One solely for Special Services for this work item

2.1 Construction

During the construction phase ENGINEER shall:

2.1.1. Provide resident engineering oversight and construction observation with sufficient qualified inspectors full-time or part-time during construction operations to assure that construction is accomplished in accordance with the drawings and specifications. Major work items will require full-time on-site inspection; other work items will require part-time observation. ENGINEER shall issue such instructions to the Contractor's construction superintendents as are necessary to protect the SPONSOR's interest to the same extent as would the SPONSOR himself if he were present and equipped with the requisite knowledge, skill competence, expertise, and engineering judgment.

2.1.2. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractors or the safety precautions and programs incident to the work of Contractors. ENGINEER's efforts will be directed toward providing a greater degree of confidence for SPONSOR that the completed work of Contractors is in accordance with the contract documents. ENGINEER shall endeavor to guard SPONSOR against

defects and deficiencies in such work. ENGINEER may disapprove or reject work failing to conform to the contract documents.

2.1.3. Review and approve (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractors; and receive and review (for general content) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractors in accordance with the contract documents. The ENGINEER shall review Contractors' weekly payrolls and prepare and maintain necessary records of construction progress.

2.1.4. The ENGINEER shall subcontract a qualified firm to take acceptance tests and require the Contractor to perform quality control as necessary to meet the requirements of the Federal Aviation Administration, in the field and the laboratory, as required, in proper time and in sufficient number to assure construction in accordance with the plans and specifications. Copies of all test reports will be available to the SPONSOR, State and the FAA.

2.1.5. Issue all instructions of SPONSOR to Contractors; issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders or supplemental agreements as required. After acceptance of any modifications, copies of the change order or supplemental agreement will be submitted to the SPONSOR, State and the FAA for approval and signature before proceeding with the work. ENGINEER shall have authority, as SPONSOR's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work there-under and shall make recommendations on all claims of SPONSOR and Contractors relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or recommendations rendered by him in good faith and in conformance with good engineering practices. SPONSOR shall make decisions based on information and recommendations of the ENGINEER.

2.1.6. The ENGINEER will furnish the State and the FAA a weekly construction progress and inspection report.

2.1.7. Based on ENGINEER's on-site observations as an experienced and qualified professional, the ENGINEER shall prepare and review periodic pay estimates for payment and the accompanying data and schedules, determine the amounts owing to Contractors and recommend in writing, payments to Contractors in such amounts: such recommendations of payment will constitute a representation to SPONSOR, based on such observation and review, that the work has progressed to the point indicated, that, to the best of ENGINEER's knowledge, information and belief; such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractors; but by recommending any payment ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the acceptability or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or to what purposes any Contractor has used the monies paid on account of the contract price, or that title to any of the work, materials or equipment has passed to SPONSOR

free and clear of any lien, claims, security interests or encumbrances, or that Contractors have completed their work in accordance with the contract documents. Periodic pay estimates shall be submitted regularly to FAA or state for their respective participation payments. The ENGINEER will assist in preparation of FAA and/or state payment requests.

2.1.8. Monitor compliance with the applicable federal regulations governing grant procurement, including those dealing with pollution, fair labor standards, equal employment opportunity and minority business hiring.

2.1.9. When the project has been completed and is ready for final acceptance, the ENGINEER shall arrange for a final inspection of the finished work by the State, FAA, SPONSOR, Contractors and the ENGINEER to determine if the project has been completed in accordance with the contract documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to SPONSOR and the Contractors that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in paragraph 2.1.7.

2.1.10. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractors' or subcontractors' agents or employees and/or any other persons (except ENGINEER's own employees and/or agents) at the site or otherwise performing any of the Contractor's work; however, nothing contained in paragraphs 2.1.1. through 2.1.10, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him in the contract documents.

2.1.11. Upon acceptance of the project, the ENGINEER shall prepare an ALP revision, record construction drawings and final report showing the constructed items, and shall provide the SPONSOR with one set of reproducible record drawings together with one copy of the drawings and report for the State and the FAA.

**ENGINEER** shall perform Basic and Special Services toward the construction of item A with payment per the following paragraphs to be added to Open General Services Agreement No. One solely for this work item:

5.1.1. For Basic Services, SPONSOR shall pay ENGINEER for basic services rendered under Section 1 as follows:

5.1.1.1.a Amount of payment for Item A:

Environmental Assessment	- a lump sum fee of \$ 7,000.
DBE Update	- a lump sum fee of \$ 5,000.
Design	- a lump sum fee of \$22,750.
Bidding	- a lump sum fee of <u>\$ 6,250.</u>
Total Special Services	\$ 41,000.

5.1.2. For Special Services, SPONSOR shall pay ENGINEER for special services rendered under Section 2 as follows: For engineering/consulting services furnished under paragraph 2.1 and for resident services during the construction phase furnished under paragraphs 2.2 and 2.3, SPONSOR shall pay ENGINEER on the basis of payroll costs times a factor of 2.61 for services rendered by principals and employees assigned to this project. SPONSOR shall pay ENGINEER the actual costs of all reimbursable expenses and subcontract costs incurred. In addition to the above costs, SPONSOR shall pay ENGINEER a fixed fee of \$1,865.00 for item A.

5.1.2.1. Estimated special service costs are based upon the length of construction indicated and/or the amount of services provided. Fees will be renegotiated if construction time is

substantially different or requested services substantially exceed those estimated. It is assumed that construction will be awarded with 30 working days requiring full -time inspection and part-time testing services.

Salaries and Other Expenses	\$ 12,500.
Fixed Fee	1,865.
Subcontract Inspection	17,500
Subcontract Surveying	1,500.
Subcontract Testing	<u>4,000.</u>
Total Special Services	\$ 37,365.

The above costs are estimates only. They have been used to determine the grand total special service costs. This grand total amount of \$37,365 shall not be exceeded without prior approval of the SPONSOR.

5.1.2.2. Times of Payments.

ENGINEER shall submit monthly statements for salaries and other expenses and for reimbursable expenses incurred. SPONSOR shall make prompt monthly payments in response to ENGINEER's monthly statements. The fixed fee shall be due and payable when the final invoice is submitted. The record drawings and final construction report shall be submitted to the SPONSOR and FAA not more than 120 calendar days from the final acceptance of all construction on the project.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this \_\_\_\_ day of February, 2010.

**SPONSOR:**

CITY OF NATCHITOCHEs

By Wayne McCullen  
Wayne McCullen, Mayor

Attest: Carl S. Stebbins

**CONSULTANT:**

AIRPORT DEVELOPMENT GROUP, INC.

By \_\_\_\_\_  
Michael B. Corkern, Jr., Associate Principal

Attest: \_\_\_\_\_

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

There being none, Mr. Nielsen made a motion to adjourn the meeting, Mr. Payne seconded the motion, and the meeting was adjourned at 7:29 p.m.

*Wayne McCullen*  
**MAYOR WAYNE McCULLEN**

*Don A. Merrill*  
**MAYOR PRO TEMPORE**