

**NATCHITOCHEs CITY COUNCIL MEETING
JANUARY 25, 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 11, 2010**
5. **RECOGNITION:**
 - (a) **Courtney Hornsby -**
2010 Arbor Day Poster Contest Winners

<u>L. P. Vaughn:</u>	Adrianna Rachal, ShaRaina Johnson
<u>Elementary Lab:</u>	Mariah Jones, Josephine Rudd
<u>Provencal:</u>	Katelyn Anderson, Kiasha Williams
<u>Goldonna:</u>	Hunter Ross, Kelsey Shoemaker
<u>St. Mary's:</u>	Mary Hannah Hendrix, Anne Evans
<u>Parks:</u>	Quandarius Williams, Reginald Augustine
<u>Magnet School:</u>	Nykeria Jones, Kenneth Penrod
 - (b) **Mayor McCullen – Ruth Wisher “Up Till Dawn” St. Jude’s Benefit**
6. **PROCLAMATION:**
 - #011 Morrow** Resolution Proclaiming the Month of January, 2010 as Support Month for the People of Haiti - Crystayn Whitaker, NSU Student
7. **PLANNING & ZONING – FINAL:**
 - #002 Mims** Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows:
Lot Containing One Acre, More Or Less, In Sections 74 And 75, Township 9, Range 7, On South Side Highway #3110 As Shown On Plat In Book 319, Page 569 From B-3 To An Additional Zoning Of B-A To Authorize The Sale Of Beverages Of High And Low Alcoholic Content For Consumption On Premises
(7244 Highway One By-Pass – James P. Rachal, Jr.)
 - #003 Mims** Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows:
3.55 Acres – That Part Of J. W. Thomas School Property, As Shown On Plat By Brouillette From B-3 To An Additional Zoning Of B-A To Authorize The Sale Of Beverages Of Low Alcoholic Content For Consumption On Premises
(400 Martin Luther King Drive – Ben Johnson Auditorium – Claire Prymus, c/o Ben Johnson, LLC)
8. **ORDINANCES – INTRODUCTION:**
 - #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 Deferrals 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. **ORDINANCES - FINAL:**

#087 McCain Ordinance Authorizing The Mayor Or His Designee To Advertise An Airport Hanger And Space For Lease, Establishing The Terms And Conditions For Said Lease Which Will Include Obligation Of Lessee To Provide An Experienced Aircraft Mechanic And Aircraft Mechanics Shop For Fixed Wing And Rotor Wing Aircraft, Authorizing Mayor To Execute Lease After Due Advertisements And Compliance With Law In Accordance Louisiana Revised Statutes 2:135.1

10. **REPORTS:**

Financial Report – Pat Jones

11. **RESOLUTIONS:**

#010 Morrow Resolution In Support of a Grant Application to Keep Louisiana Beautiful For a Litter Abatement Grant

#012 McCain Resolution Recommending the Mayor of the City of Natchitoches, Wayne McCullen, to Enter into a General Services Agreement with Airport Development Group

12. **OTHER BUSINESS**

13. **ANNOUNCEMENT:** The City of Natchitoches will be closed Monday, February 15, 2010 in honor of President's Day

14. **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, JANUARY 25, 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, January 25, 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 asked everyone to rise for the Invocation given by Mr. Michael Braxton, Director of Public Works, followed by the Pledge of Allegiance lead by Mr. Nielsen.

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.

Ms. Courtney Hornsby, Director of Programming and Promotions, outlined the activities for Arbor Day this past Friday, including planting of a tree in the Ben Johnson Park, and an Arbor Day Poster Contest. She then recognized the winners of the contest from area schools.

The Mayor then introduced Ruth Wisher, along with Eddie Higgenbotham, NSU students and representatives for St. Jude's Children's Hospital. Mr. Higginbotham talked about "Up Till Dawn", a fundraiser for St. Jude's. He advised that "Up Till Dawn" is a letter-writing campaign with teams of students who collect addresses to send information to their families and friends to raise money for St. Jude's. Ms. Wisher advised that they will be going throughout the community, asking for donations of food and other giveaways for the culmination event, saying that they want to make this a huge community event, and not just the NSU campus.

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. 011 of 2010

**RESOLUTION PROCLAIMING THE MONTH OF JANUARY, 2010
AS SUPPORT MONTH FOR THE PEOPLE OF HAITI**

WHEREAS, Haiti is the poorest country in the Western Hemisphere and suffers horrific damages and loss of life from the Tuesday afternoon, January 12th, worst earthquake in 200 years that was later followed by twelve aftershocks throughout the country; and

WHEREAS, it is estimated that 250,000 people are injured and 1.5 million homeless in addition to the estimated 200,000 dead; and

WHEREAS, structures of all kinds were damaged or collapsed, from shanty town homes to national landmarks; and

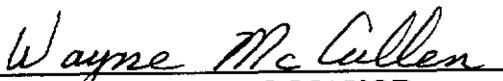
WHEREAS, the devastating earthquake in Haiti, and the urgent need for humanitarian support, reminds us that our service and generosity of spirit and money must extend beyond our immediate communities.

NOW, THEREFORE BE IT RESOLVED AND PROCLAIMED by the Mayor and City Council that the month of January, 2010 be proclaimed as **HAITIAN MONTH** in our community and ask all residents support efforts of Churches, organizations and governments in any way to help the Haitian people.

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

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

THEREUPON, the Mayor, Wayne McCullen, declared the Resolution passed by a vote of 5 ayes to 0 nays, this the 25th day of January, 2010.


WAYNE McCULLEN, MAYOR

The meeting continued with Planning and Zoning, as follows:

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

ORDINANCE NO. 002 OF 2010

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

LOT CONTAINING ONE ACRE, MORE OR LESS, IN SECTIONS 74 AND 75, TOWNSHIP 9, RANGE 7, ON SOUTH SIDE HIGHWAY #3110 AS SHOWN ON PLAT IN BOOK 319, PAGE 569 FROM B-3 TO AN ADDITIONAL ZONING OF B-A TO AUTHORIZE THE SALE OF BEVERAGES OF HIGH AND LOW ALCOHOLIC CONTENT FOR CONSUMPTION ON PREMISES

(7244 HIGHWAY ONE BY-PASS)

WHEREAS, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of January 6, 2010 that the request of James P. Rachal, Jr. to rezone the property described above from **B-3** to an **additional zoning of B-A**, to authorize the sale of beverages of high and low alcoholic content for consumption on premises (7244 Highway One By-Pass), be **APPROVED**.

The above Ordinance was Introduced by Mr. Mims on the 11th day of January, 2010 and 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: Mims, Nielsen, McCain, Morrow, Payne
NAYS: None
ABSENT: None
ABSTAIN: None

THEREUPON, the Mayor declared the Ordinance **PASSED** this 25th day of January, 2009 by a vote of 5 ayes to 0 nays.


WAYNE McCULLEN, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 26th day of January, 2010 at 10:00 A.M.

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

ORDINANCE NO. 003 OF 2010

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

3.55 ACRES – THAT PART OF J. W. THOMAS SCHOOL PROPERTY, AS SHOWN ON PLAT BY BROUILLETTE FROM B-3 TO AN ADDITIONAL ZONING OF B-A TO AUTHORIZE THE SALE OF BEVERAGES OF LOW ALCOHOLIC CONTENT FOR CONSUMPTION ON PREMISES

(400 MARTIN LUTHER KING DRIVE – BEN JOHNSON AUDITORIUM)

WHEREAS, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of January 5, 2010 that the request of Claire Prymus, c/o Ben Johnson, LLC. to rezone the property described above from **B-3** to **an additional zoning of B-A**, to authorize the sale of beverages of low alcoholic content for consumption on premises (400 Martin Luther King Drive – Ben Johnson Auditorium), be **DENIED**; and

WHEREAS FURTHER, upon consideration of the presentation by Claire Prymus, c/o Ben Johnson, LLC, and other interested parties, and further considering the representations of Claire Prymus, c/o Ben Johnson, LLC regarding the efforts of the applicant to provide for safety and control of the premises; and

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Natchitoches, that the application be conditionally approved, in order to allow the applicant to make her application for state and local licenses for the sale of alcoholic beverages of low alcohol content and to allow a period within which the applicant can demonstrate its ability to control the premises and provide for safety of its patrons and the adjacent community.

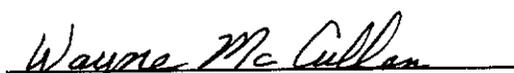
BE IT FURTHER ORDAINED, that this conditional approval shall be reconsidered by the City Council of the City of Natchitoches, Louisiana, at the second City Council meeting in the month of July 2010, at which time the City Council shall review the status of the applicant's efforts to obtain state and local licenses for the sale of beverages of low alcohol content and if the State and local licenses have not been obtained then the conditional approval shall terminate as if never granted.

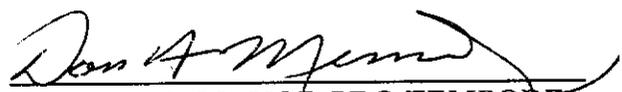
BE IT FURTHER ORDAINED, that this conditional approval shall be reconsidered by the City Council of the City of Natchitoches, Louisiana, at the second City Council meeting in the month of July 2010, at which time the City Council shall review the operation of the premises since the time of the granting of the conditional approval and determine whether the applicant has evidenced an ability to control the premises and provide for safety of its patrons and the adjacent community, and if the City Council determines that such a showing is not made, than the conditional approval shall terminate as if never granted.

The above Ordinance was Introduced by Mr. Mims on the 11th day of January, 2010 and 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: Mims, Nielsen, McCain, Morrow, Payne
NAYS: None
ABSENT: None
ABSTAIN: None

THEREUPON, the Mayor declared the Ordinance **PASSED** this 25th day of January, 2009 by a vote of 5 ayes to 0 nays.


WAYNE McCULLEN, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 26th day of January, 2010 at 10:00 A.M.

Ms. Claire Prymus and Mr. Ed Ward addressed the Council regarding the application for rezoning for the Ben Johnson Auditorium. Mr. Ward stated that many of the people in attendance live on the same street, or within walking distance, of the Ben Johnson Auditorium, and they are in support of the designation requested in Ordinance 003, noting that Mr. Johnson held this designation during his lifetime, but it was simply not renewed. He noted that previous problems have been identified and have been dramatically addressed, and they feel as if the auditorium is going to become an institution that is going to be more like the ordinance suggests rather than against the ordinance, and asked the City Council to consider that.

Ms. Prymus said that they appreciate the support of the Natchitoches Police Department and are pleased with the monitoring of the Ben Johnson Auditorium, as well as Shop-Rite, Antoon's, and Straight Country. She noted an example of how they are moving forward, advising that there was an incident on Thursday where there was a college party of about 600 students, and there were some citations given, but only three were given inside the auditorium, and those were for cups in hand. She advised that they do have additional security on-site, and they are doing screening, with wands, and they have also instituted a rule that there will be no loitering outside. She said they are looking forward to the neutralization of law enforcement to help maintain this property as being a safe place for all people. She said they are hoping to continue with weddings, receptions, reunions, organizational parties, concerts and the like.

Mr. Ward emphasized that although the ordinance reads "for the sale of", there is no intent or aim to sell, but simply to allow people to serve low-alcoholic content beverages on special occasions rather than something that happens every week, or every month, and generally for persons who are of an older crowd than college students.

Ms. Mildred Joseph read a note from Brussell D. Rosenthal, II, a senior at NSU, and a property owner in the area of the Ben Johnson Auditorium. He stated that he would like to go on record in support of the rezoning. He said he was cognitive of places inside and outside the City for youth to express themselves through dance and fellowship, however, the Ben D. Johnson Auditorium and MLK Center are seemingly the only sizeable facilities in Natchitoches to accommodate the ethnic masses that gather from around the state to meet.

Mr. Mims noted that the Ben Johnson Auditorium is in close proximity to a daycare center which is on the property and also the school which is across the street. He asked if the rezoning by the City automatically passes it with the regulations of the state? (Unidentified person responds "No, sir".) He said he is definitely not against having alcoholic beverages at functions, and parties, and stuff, but noted that there have been a lot of incidents that have occurred recently. He said he's had several calls from people that are

concerned in the community about the children, and about themselves, asking him not to support the rezoning. He said he is not against the rezoning, but his concern is seeing how well the things that have been put in place and are working now will last. He said he is concerned about the situation, and he is not sure it will pass by the state even if the Council passes it, so he would probably vote against it to see how it lasts and ask that it might come back before the Council, if there are no other incidences of the caliber that we've had in the past.

Ms. Morrow stated that she did not feel the whole group should suffer for the bad. She said she has been told by the Chief of Police that they went out and ticketed some people, and she thinks the persons ticketed need to be arrested. She noted that there is a group of college students that want to go and have a good time, but there are always some bad seeds that are going to come and mess up everything. She said she had given Ms. Prymus her suggestions on changes that need to be made and she thinks they need to be given the opportunity to go on see if they can have this place open because there will be class reunions, wedding receptions, and dinners over there. She added that her feeling was to rezone the place and take the bad folks away.

Mr. Payne said he's been thinking about this, and has had several conversations with people on the Council about this situation. He said the Council has been told a lot of what they are going to do, but he would like to see some time pass to see that these things are actually taken care of, and security is handled in the professional manner it is supposed to be handled in.

Ms. Prymus said this is really about the zoning change for the alcohol, and for the most part, they have not had bad incidents. She asked why this establishment should be punished because of one person that came in and had some rowdy parties, noting that that person will no longer be able to rent this facility.

Mr. Payne said he was talking about the issues that happened over the last two or three months, and not what's happened over the last five years. He said he's not saying it was always a problem, because he knows it wasn't always a problem, but over the last four or five months, there have been a lot of issues there, so what can they do to prevent this from happening.

Ms. Prymus said they have already taken care of that issue because that was one individual who was renting, and that person is no longer able to rent that facility. She said they have added additional security, noting that they have had parties since that time, and there haven't been any incidents.

Mr. Ward said if you look at the number of events that have been there, and things that have happened that were good, the good far outweighs the bad.

Mr. Nielsen said he has spoken with Ms. Prymus, and he feels the venue is needed, however, it is horrible timing due to the events that have occurred in the recent past. He said he used to do promotions in Ben Johnson Auditorium with Magnolia State Police Officers and other organizations, and he knows it is a tremendous value to the community, but he's really concerned. He advised that the only phone calls he got in the two-week time period since introduction of the ordinance were against, not for, but all he's hearing at this meeting is for, so there is an issue going on. He said he tends to agree with Councilman Mims and Councilman Payne that they need some time to get it revamped and get it going again. He said he would be a lot more comfortable with the new management having a couple or three months under their belt, and then go for it.

Ms. Juanita Fowler, Director of Planning and Zoning, advised that the Council does have the option of tabling the application so they won't have to wait six months to come back. Mr. Payne said he would be in favor if Ms. Prymus would. Mr. Mims said he thinks it would be prudent if they would table it, or, in the last resort, deny it for a period of time to see how things are going to work out because these are children of our community that are getting shot, whether they are college students, or whether they are local people, and we don't need anybody shot. He said he does not mind tabling it, and then, we can watch it and see how things progress, and if there is a great handle on this situation, he is 100 percent for it. He concluded that, right now, he feels they need to give it a little rest and see how the plans work out.

Ms. Prymus asked if that means the weddings and receptions she has booked have to be canceled. Mr. McCain asked if they couldn't have them without alcohol. (No audible response noted)

Mr. Brussel Rosenthal then addressed the Council, asking if it has been determined that all of the incidents that are being referred to were alcohol based, or that alcohol was the precipitator in all of those actions. He said he would not say that they need alcohol to have a reception, or to have a party, but will say that it will handicap her business if the City enacts a law or passes a motion that prohibits that on those grounds. He said he, personally, does not drink, but he has alcohol in his home for his guests. He again asked if alcohol was determined to be the precipitator of the problems in the past.

Chief of Police, Micky Dove, said it was hard to prove, yes or no, but he can say that alcohol was present at the time this happened.

Mr. Rosenthal asked Chief Dove if the security is his staff. Chief Dove responded, "no, sir".

Ms. Prymus advised that security was through the Sheriff's Office.

Ms. Crystalyn Whitaker then addressed the meeting, saying that it seems that the problem is the crime that's happening, and even if you did table it for six months, what would happen in this six months to prevent this from happening, because alcohol is not the root of the problem, obviously. She said that she's not necessarily for or against it, but is asking, what is going to do to be done to tackle the real problem and stop trying to put it on alcohol, because that's not the problem.

The Mayor then noted that there was a motion and a second, and asked what the pleasure of the Council was.

Mr. Nielsen reviewed the matter, asking Ms. Fowler to confirm that if it is voted down, it is six months before it can be re-applied for. Ms. Fowler said that was correct, as one option. Mr. Nielsen said he understands the significance of February, but if they can get into April or May, and they've cleaned it up, and come back and try to put it back likes it's supposed to be, but right now, he's uncomfortable with it.

Ms. Fowler said that another option would be to approve it with a stipulation. She said there is a requirement that Ms. Prymus would have to go to the license board to get a license, and there are a lot of things that are going to have to be accomplished in order to do that. She noted that an approval on zoning does not guarantee a license from the state, but in terms of zoning, one option is to place a stipulation there for a period of time, say three months, to see how the activities will be coordinated.

Mr. Mims asked Ms. Fowler if she was saying that the Council can give a tentative zoning. Ms. Fowler said they have the authority to rezone the property with stipulations which would have the effect of tabling the application but would allow Ms. Prymus to move forward in getting a liquor license. Mr. Nielsen asked if this was pending state approval. Ms. Fowler said state approval had to come, regardless, before she can get a license. Mr. Nielsen asked what the time frame is to obtain the state license from the time she applies. Ms. Fowler said a month or maybe less.

Following further discussion, the Mayor asked if the Council wished to go with another option and withdraw the previous motion and second.

Mr. Mims stated that he wanted to withdraw his motion for approval of Ordinance 003 of 2010 for rezoning of the Ben Johnson Auditorium at this time. Mr. Payne then withdrew his second.

The Mayor then called for a new motion. Mr. Mims made a motion for rezoning of the Ben Johnson Auditorium from B-3 to an additional zoning of B-A to authorize the sale of beverages of low alcoholic content for consumption on premises for the period of six months to determine the effectiveness of the improvements that have been guaranteed by the owner, and Mr. Nielsen

seconded the motion.

Mr. McCain noted that there are a lot of people out there that don't want this to happen, but for some reason, the folks that are for something will turn out, but the folks that are against it won't come out and speak out, and it worries him. He said if they could get something from the other camp, it would be a lot easier to deal with, in his opinion.

Mr. Jerry McWherter, Tax Commission, advised that not only will Ms. Prymus have to go through the State, but will have to come through the local licensing authority, which is him. He said he wanted to note that even if the Council approves this, there is a daycare and a church over there that will have to provide a letter stating that it's okay to do what Ms. Prymus wants to do in that facility. He stated that he didn't want to be put in a position where everyone thinks if they pass it, then it goes to the state, and he's going to issue it, because the issuing starts here. He reiterated that she must have those two letters, or whatever requirements are stated in the ordinance, before she can get this alcohol permit, and once that's done, the approved paperwork here locally can then go to the State of Louisiana for approval.

Mr. McCain asked if it would be appropriate for Ms. Prymus to clear those hurdles and then come back and ask for rezoning to B-A. Mr. McWherter said he did not think that would be necessary because all that is being done here is approving a zoning change. He advised that he does not think it will hurt anything for the Council to go ahead and zone that, but she can't get the liquor license until the other requirements are met.

Mr. McCain asked for confirmation that, assuming she gets the state and local licenses necessary, and at the end of the six months, the Council is not satisfied with the way things are going, they can still eliminate that zoning. Ms. Fowler said she thinks they are stating it in a way that, yes, they can come back and make another decision on it.

Mr. McCain asked Mr. Tommy Murchison, City Attorney, if that sounds right to him. Mr. Murchison said he doesn't know if we've ever done that. He said they put conditions in zoning changes all the time, but there is just not one exactly like this.

The Mayor then called for a new motion, stating the desired stipulations. Mr. Mims made a motion for rezoning of the Ben Johnson Auditorium from B-3 to an additional zoning of B-A to authorize the sale of beverages of low alcoholic content for consumption on premises at the Ben Johnson Auditorium for a six-month period with the requirement that the acquisition of a state liquor license be secured before the zoning goes into effect and that Ms. Prymus return in six months to finalize for permanent zoning the property after a review of the performance of the facility's security, and Mr. Nielsen seconded the motion.

Mr. McCain asked Mr. Murchison and Ms. Fowler to confirm that they were on good, solid ground in granting a six-month approval for this, with the right to examine it at the end of that time and revoke it if they felt it necessary. Mr. Murchison responded that on a conditional zoning change, where the conditions are obtaining a license and are to be subject to review at that time.

The roll call vote was as follows:

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

The Mayor declared the Motion as PASSED.

The meeting continued with Ordinances, as follows:

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.

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.

Ms. Morrow voiced concerns about the stipulation that all previous bills must be paid in full before an extension will be granted to a current bill. She noted that we are in an economy time right now where people just might not be able to pay \$500.00 or \$600.00 before they can get an extension. She said she thought we need to have leeway and do this on a case-by-case basis, and not just judge it from everybody because everybody doesn't have the same need. She then referred to the portion that states that in cases where the Utility Service Center has made errors in billing, or failing to bill a customer, deferments may be granted at the discretion of the Utility Customer Service Manager. She said she felt that on some things, it needs to be run through the Council, and when it comes to policy, it needs to be run through the Council. She said she thinks this gives the Council leeway to call in and say, Ms. So and So or Mr. So and So have some problems, and they just cannot pay all of the \$600.00 or \$700.00 bill at one time. She stated that she would have no problem voting for it if that can be done, but if those kind of arrangements cannot be done, she could not support it.

Mr. Pat Jones, Director of Finance, advised that this is in Section 1.0 that it will be on a case-by-case basis. Ms. Morrow responded that, as long as they can have that in, and work with these people.

Ordinances continued, as follows:

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

ORDINANCE NO. 087 OF 2009

AN ORDINANCE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ADVERTISE AN AIRPORT HANGER AND SPACE FOR LEASE, ESTABLISHING THE TERMS AND CONDITIONS FOR SAID LEASE WHICH WILL INCLUDE OBLIGATION OF LESSEE TO PROVIDE AN EXPERIENCED AIRCRAFT MECHANIC AND AIRCRAFT MECHANICS SHOP FOR FIXED WING AND ROTOR WING AIRCRAFT, AUTHORIZING MAYOR TO EXECUTE LEASE AFTER DUE ADVERTISEMENTS AND COMPLIANCE WITH LAW IN ACCORDANCE LOUISIANA REVISED STATUTES 2:135.1

WHEREAS, the City of Natchitoches, Louisiana, desires to lease certain property at the Natchitoches Regional Airport which includes a hangar and all appurtenances pertaining thereto; and

WHEREAS FURTHER, the purpose of the lease is to retain a lessee who will operate a full-time mechanic shop for the maintenance and repair of fixed wing and rotor wing aircraft to be situated on the leased premises; and

WHEREAS FURTHER, the property to be leased is more particularly described as follows:

Lot 5 of Natchitoches Regional Airport as per the Airport Layout Plan, containing 0.92 acre, as is more fully shown on a Certificate of Survey by A. J. Brouillette, R. S., dated August 29, 1974, recorded in Conveyance Book 336, page 208, all of the Records of Natchitoches Parish, Louisiana, together with all improvements including the hangar and all appurtenances pertaining thereto, situated on said Lot 1.

WHEREAS FURTHER, the proposed lease is on file with the City Clerk and provides, among other things, for the following terms and conditions, to-wit:

The initial term of the lease will be for a period of not less than 3 years, with a monthly rental of not less than Two Hundred Dollars and No/100 (\$200.00), with one (1) option for an additional two year period providing for a monthly rental of not less than Two Hundred Dollars and No/100 (\$200.00);

Lessee will pay all utilities and will provide for all major maintenance and upkeep of the hangar and grounds adjacent to the hangar;

No gasoline sales to the public will be permitted on the premises by the lessee;

Lessee will provide for the operation of a full-time mechanic shop for the repair and maintenance of fixed wing and rotor wing aircraft; including the providing of at least one qualified mechanic;

Lessee must comply with all requirements of the Federal Aviation Administration and the Division of Aviation, Louisiana Department of

Transportation and Development;

Lessee will comply with all standard requirements and obligations contained in customary City airport facility leases, and in particular with those terms and conditions contained in the sample lease on file with the City Clerk.

Lessee will provide for liability insurance in amount sufficient to the requirements of the City.

WHEREAS FURTHER, the presence of a certified aviation maintenance facility is very important to the continued success and development of the Natchitoches Regional Airport, and the proposed lease includes a condition that the lessee will provide a certified aviation maintenance facility during the term of the lease and any extension thereof; and

WHEREAS FURTHER, the proposed lease has been reviewed by the Natchitoches Airport Advisory Commission and approved by that body which recommends same to the City Council;

NOW THEREFORE, BE IT ORDAINED by the City Council that said sample lease (which is attached to this Ordinance) be filed with the City Clerk, and that this Ordinance be published in the Natchitoches Times, once a week for three consecutive weeks.

BE IT FURTHER ORDAINED that after due proceedings and advertisement, the said City does lease that property described as:

Lot 5 of Natchitoches Regional Airport as per the Airport layout Plan, containing 0.92 acre, as is more fully shown on a Certificate of Survey by A. J. Brouillette, R.S. dated August 29, 1974, recorded in Conveyance Book 336, Page 208, all of the Records of Natchitoches Parish, Louisiana, together with all improvements including the hanger and all appurtenances pertaining thereto, situated on said Lot 1

to Christopher Smith d/b/a AEROMECH, for the term of three (3) years, with an option for an additional two (2) years, with the annual consideration of no less than \$200.00.

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

BE IT FURTHER ORDAINED that any opposition to this ordinance shall be made in writing, filed with the Clerk for the City of Natchitoches within fifteen (15) days after the first publication of this ordinance, and that a public hearing be held after the advertisements have been completed.

BE IT FURTHER ORDAINED that the Mayor, Wayne McCullen, be and he is hereby authorized, after due proceedings had, and after the legal delays have run, to execute a lease in conformity with the terms set forth above.

BE IT FURTHER ORDAINED that the City Clerk be authorized to advertise this proposed lease in accordance with law, i.e., three times in fifteen days, one week apart and to report to the City Council if any opposition is made in writing prior to the time of final adoption.

BE IT FURTHER ORDAINED that the City takes cognizance of the fact that the property described above is not needed for public purposes by the City.

BE IT FURTHER ORDAINED by the City Council, in legal session convened, that the Mayor, Wayne McCullen, be authorized to incorporate in the said lease such terms

and conditions as he deems appropriate, using the said sample lease guidelines, but he is authorized to make such changes or additions as he deems necessary to reflect the general intent of this ordinance and the advertisement of bids, and said Mayor is further authorized to execute said lease at such time as the legal delays have run, the bids have been opened and read aloud, and a successful bidder has been selected by the City Council.

This Ordinance was introduced on the 14th day of December, 2009, at a regular meeting of the City Council and advertised in the *Natchitoches Times* on December 18 and, 22, 2009 and January 1, 2010.

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

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

THEREUPON, the Mayor declared the Ordinance **PASSED** this 25th day of January, 2010 by a vote of 5 ayes to 0 nays.


WAYNE McCULLEN, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 26th day of January, 2010 at 10:00 A.M.

**NOTICE OF ADVERTISEMENT FOR THE TAKING OF BIDS FOR A LEASE
OF AIRPORT HANGER AND OPERATION OF AIRCRAFT MAINTENANCE SHOP
AT NATCHITOCHEES REGIONAL AIRPORT**

NOTICE is hereby given to the public, that under the provisions of LA R. S. 2:135.1, the CITY OF NATCHITOCHEES is soliciting bids for the following purposes:

The City of Natchitoches proposes to lease the following described property to the best and highest bidder under the following terms and conditions, to-wit:

Lot 5 of Natchitoches Regional Airport as per the Airport Layout Plan, containing 0.92 acre, as is more fully shown on a Certificate of Survey by A. J. Brouillette, R. S., dated August 29, 1974, recorded in Conveyance Book 336, page 208, all of the Records of Natchitoches Parish, Louisiana, together with all improvements including the hanger and all appurtenances pertaining thereto, situated on said Lot 1.

The minimum conditions of the proposed lease shall include the following, to-wit:

The initial term of the lease will be for a period of not less than 3 years, with a monthly rental of not less than Two Hundred Dollars and No/100 (\$200.00), with one (1) option for an additional two year period providing for a monthly rental of not less than Two Hundred Dollars and No/100 (200.00) Dollars;

Lessee will pay all utilities and will provide for all major maintenance and upkeep of the hanger and grounds adjacent to the hanger;

No gasoline sales to the public will be permitted on the premises by the lessee;

Lessee will provide for the operation of a full-time mechanic shop for the repair and maintenance of fixed wing and rotor wing aircraft; including the providing of at least one qualified mechanic;

Lessee must comply with all requirements of the Federal Aviation Administration and the Division of Aviation, Louisiana Department of Transportation and Development;

Lessee will comply with all standard requirements and obligations contained in customary City airport facility leases, and in particular with those terms and conditions contained in the sample lease on file with the City Clerk.

Lessee will provide for liability insurance in amount sufficient to the requirements of the City.

A copy of the lease, containing the minimum obligations of the lessee is on file with the City Clerk and is open to inspection by prospective bidders and the general public.

NOTICE is further given that sealed bids will be taken by the City of Natchitoches and will be opened and read aloud at the regular City Council Meeting to be held on the 25th day of January, 2009, at 7:00 p. m., at the City Hall.

The City of Natchitoches reserves the right to reject any and all bids in accordance with law.

This Notice is given pursuant to Ordinance No. 087 of 2009, dated the 14th day of December, 2009.

By Ordinance of the City Council of
the City of Natchitoches, Louisiana.

**STATE OF LOUISIANA
PARISH OF NATCHITOCHE**

AIRPORT HANGER LEASE FOR AIRCRAFT MAINTENANCE SHOP

BE IT KNOWN, that on the dates and at the places indicated below, before the undersigned Notaries Public and subscribing witnesses, personally came and appeared:

THE CITY OF NATCHITOCHE, a Louisiana municipal corporation organized and operating under a Home Rule Charter, represented herein by Wayne McCullen, Mayor, duly authorized to act herein by Ordinance No. 087 of 2009, a copy of which is attached hereto and made a part hereof (hereinafter called "**CITY**" or "**LESSOR**");

AND

CHRISTOPHER SMITH, d/b/a **AERO-MECH**, with mailing address of 510 Airport Road, Natchitoches, Louisiana, 71457, represented herein by Christopher Smith, duly authorized to act herein, (hereinafter called "**LESSEE**")

BOTH OF WHOM DECLARED AS FOLLOWS:

1.

The **LESSOR** hereby leases to the **LESSEE**, the following described property, to-wit:

Lot 5 of Natchitoches Regional Airport as per the Airport Layout Plan, containing 0.92 acre, as is more fully shown on a Certificate of Survey by A. J. Brouillette, R. S., dated August 29, 1974, recorded in Conveyance Book 336, page 208, all of the Records of Natchitoches Parish, Louisiana, together with all improvements including the hanger and all appurtenances pertaining thereto, situated on said Lot 5.

2.

The initial or primary term of this lease shall be for a period of three (3) years, commencing on the 1st day of January, 2010, and continuing through midnight on the 31st day of December, 2012.

3.

The rental for this lease shall be the payment by the **LESSEE** the **LESSOR** of the sum of \$200.00 per month, payable in advance the first day of each month, commencing on the 1st day of January, 2010, and continuing on the same day of each successive month throughout the

term of this lease. In the event of failure to pay any months' rent within ten (10) days of due date, the **LESSEE** agrees to pay a penalty of \$50.00 for each late payment.

As additional consideration and a condition of this lease, the **LESSEE** agrees to maintain an aviation maintenance facility for the maintenance and repair of fixed wing and rotor wing aircraft for the public at the Natchitoches Regional Airport during the term of this lease or any extension thereof. **LESSEE** further agrees to employ at least one (1) full-time, qualified aircraft mechanic, keeping current all related maintenance and airframe licensing. **LESSEE** will provide for all necessary tools, equipment and machinery necessary for the operation of a full service aircraft mechanic shop.

4.

The **LESSEE** is given the option to extend the term of this lease for an additional two (2) year period, under the same terms and conditions. If the **LESSEE** desires to exercise this option, it must notify the **CITY** in writing of its intention to extend the lease at least sixty (60) days prior to the termination date of the initial term.

5.

It is understood and agreed that the leased premises are a part of the Natchitoches Regional Airport and nothing herein shall construed to grant or authorized the granting of an exclusive right within the meaning of Section 308(A) of the Civil Aeronautics Act of 1958. The **LESSEE** understands and agrees that the lease is subordinate to any rules, regulations, and orders of the Federal Aviation Administration and the Division of Aviation, Louisiana Department of Transportation and Development. During the time of war or National emergency, the **CITY** has the right to lease any part hereof to the United States Government for Military or Naval use, and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease of the government shall be suspended.

6.

The premises shall be used by **LESSEE** only for the purpose of operating an aircraft mechanics shop, including the repair, maintenance, and servicing of fixed wing and rotor wing aircraft, and related purposes. No portion of the leased premises shall be used for any other purpose and the **LESSEE** is specifically prohibited from subleasing all or any portion of the leased premises or assigning this lease in whole or part to any other person or firm without the express written permission of the **CITY**.

7.

a. Lessee will pay all utilities and provide for all major maintenance and upkeep of the hanger and grounds adjacent to the hanger subject to this lease, but shall not be responsible for maintenance or repairs to the overhead door system. It is understood that the **LESSEE** shall abide by the Sanitary Code of the City of Natchitoches, and any other codes prescribed by City. **LESSEE** shall have the privilege of installing electricity, water, gas, telephone, and other utilities at its cost. All utility costs shall be borne by the **LESSEE**.

b. The **LESSEE** shall not sell gasoline or aviation fuel on the premises. The **LESSEE** shall have the right to store aviation fuel or the exclusive use of **LESSEE**, but all storage and dispensing equipment, tanks, and appurtenances shall comply with all local, state, and federal law and regulations.

c. Any mechanics, helpers, or other employees of the **LESSEE** all be the employees of the **LESSEE** and it is specifically understood and agreed that such employees are employees of the **LESSEE** and not the City. It is understood that this is a Lease agreement and this contract shall not be construed in any fashion at would make the **LESSEE** or its employees as agents or employees the **CITY** in any way.

d. The leased premises are in good condition and the **LESSEE** accepts same in said condition, and covenants and agrees to maintain all buildings and other improvements located thereon in a good and safe condition and as neat and clean as practicable. No noxious activities shall be conducted on the premises.

e. During the term of this lease the **LESSEE** shall be responsible, at its cost, for the maintenance and repair of all electrical, plumbing, and mechanical facilities on the leased premises, and shall return same in such condition as received at the conclusion of this lease. The **CITY** shall not be responsible for any maintenance and/or repair of the building or improvements except for structural repairs to the roof and ceiling of the hanger.

f. The **LESSEE** shall have the right to install such equipment and machinery as it deems necessary to carry on its contemplated activities, but agrees that it will not damage the hanger or other improvements in the installation of such equipment. The **LESSEE** agrees to remove all of its equipment within thirty days after the termination of this lease. If such equipment is not removed, the **CITY** may remove and store said equipment and charge the **LESSEE** for the actual out-of-pocket expenses incurred, plus a storage fee of \$70.00 per week, or fraction thereof.

g. **LESSEE** hereby covenants and agrees to protect, indemnify and hold harmless **LESSOR** against loss or damage (including damage to persons or property), arising from the operation and negligent acts of **LESSEE**, or its agents, officers, employees, or invitees, and shall have or obtain, and maintain in force, a policy or policies of insurance with companies satisfactory to the **CITY**, efficient in form to protect the **CITY** and the public against damages and liability arising from the operations of **LESSEE** in an amount not less than \$500,000.00 per occurrence.

h. The **CITY** will carry such fire or other casualty insurance on the building as it elects, and the **CITY** shall have responsibility for the carrying of such insurance.

8.

If the **LESSEE** shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants or conditions for period of fifteen (15) days after written notices to cease such violations, **LESSOR** may at once, if it so elects, terminate this lease and take possession of the leased premises, reserving the right to sue for any past due rent or other damages, including attorney fees.

9.

The lease cannot be modified or changed except upon written agreement of the parties hereto.

**STATE OF LOUISIANA
PARISH OF NATCHITOCHES**

THUS DONE AND SIGNED by the parties on this the ____ day of _____, 2010, before the undersigned Notary Public and witnesses, at Natchitoches, Louisiana.

WITNESSES:

**CITY OF NATCHITOCHES, LOUISIANA
(Lessor)**

By: _____
Wayne McCullen (Mayor)

**Daniel T. Murchison, Jr.
Bar Roll No. 20307**

**STATE OF LOUISIANA
PARISH OF NATCHITOCHES**

THUS DONE AND SIGNED by the parties on this the ____ day of _____, 2010, before the undersigned Notary Public and witnesses, at Natchitoches, Louisiana.

WITNESSES:

AERO-MECH, (Lessee)

By: _____
Christopher Smith

**Christopher Smith, Individually
(Lessee)**

Daniel T. Murchison, Jr.

Mr. Pat Jones presented the Finance Report, a copy of which is attached.

CITY OF NATCHITOCHEES
GENERAL FUND BUDGET REPORT
AS OF DECEMBER 31, 2009

	CURRENT MONTH			YEAR TO DATE				
	TOTAL BUDGET 09/10 FY	MONTHLY BUDGET *1	ACTUAL	(OVER) UNDER BUDGET	YTD ACTUAL	ENCUM-BRANCES	UNREALIZED AVAILABLE BALANCE	PERCENT RECEIVED/ EXPENSED
REVENUE	12,889,201	1,074,100	442,696	(631,403.83)	5,275,218		7,613,983	40.93%
EXPENDITURES								
DEPARTMENT:								
CITY HALL / FINANCE	516,744	43,062	36,898	6,164.22	253,289	61	263,394	49.03%
COMMUNITY DEVELOPMENT	525,612	43,801	46,900	(3,098.94)	300,463	7,288	217,861	58.55%
PLANNING & ZONING	175,606	14,634	11,729	2,904.57	93,945		81,661	53.50%
FIRE DEPARTMENT	2,404,358	200,363	192,694	7,669.67	1,245,386	913	1,158,059	51.83%
POLICE DEPARTMENT	3,860,834	321,736	302,374	19,362.63	1,915,402	8,082	1,937,350	49.82%
ANIMAL SHELTER	131,382	10,949	11,224	(275.71)	60,604	1,006	69,771	46.89%
PURCHASING	328,683	27,390	19,174	8,215.90	141,185	43	187,454	42.97%
CITY GARAGE	203,372	16,948	28,698	(11,750.73)	100,564	193	102,615	49.54%
RECREATION *2	886,447	73,871	48,196	25,674.50	532,969	6,114	347,363	60.81%
PUBLIC WORKS	1,454,994	121,250	112,360	8,889.71	759,970	2,618	692,406	52.41%
INDIRECT EXPENSE	2,191,385	182,615	107,580	75,035.33	1,098,553	1,809	1,091,023	50.21%
PROGRAMMING & PROMOTIONS	209,784	17,482	14,193	3,288.89	99,046	2,412	108,326	48.36%
TOTAL GENERAL FUND	12,889,201	1,074,100	932,020	142,080.03	6,601,377	30,540	6,257,284	51.45%

FOOTNOTES:

*1 - 1/12th OF TOTAL BUDGET

*2 - SEASONAL ACTIVITY

% BUDGET YEAR ELAPSED 58%

% BUDGET EXPENDED 51%

**CITY OF NATCHITOCHEES
UTILITY (PROPRIETARY) FUND BUDGET REPORT
AS OF DECEMBER 31, 2009**

	CURRENT MONTH				YEAR TO DATE			
	TOTAL	MONTHLY	ACTUAL	(OVER)	YTD	ENCUM-	UNREALIZED /	PERCENT
	BUDGET	BUDGET *1	BUDGET	UNDER	ACTUAL	BRANCES	AVAILABLE	RECEIVED/
	09/10 FY			BUDGET			BALANCE	EXPENSED
REVENUE	39,420,101	3,285,008	1,805,628	(1,479,380.76)	16,997,523		22,422,578	43.12%
EXPENDITURES								
DEPARTMENT:								
UTILITY ADMINISTRATION	335,116	27,926	18,962	8,964.39	139,807	1,821	193,489	42.26%
WATER	1,667,740	138,978	114,745	24,233.45	954,765	34,861	678,114	59.34%
SEWER	1,461,365	121,780	108,535	13,245.32	679,220	5,613	776,532	46.86%
ELECTRIC	26,402,751	2,200,229	1,223,774	976,454.78	9,280,916	35,993	17,085,842	35.29%
UTILITY BILLING	963,229	80,269	55,108	25,161.25	597,832	31,941	333,456	65.38%
INDIRECT	8,589,900	715,825	16,144	699,680.95	4,331,128	250	4,258,522	50.42%
TOTAL UTILITY FUND	39,420,101	3,285,008	1,537,268	1,747,740.15	15,983,668	110,477	23,325,955	40.83%

FOOTNOTES:

*1 - 1/12th OF TOTAL BUDGET

% BUDGET YEAR ELAPSED 58%
% BUDGET EXPENDED 41%

The meeting continued with Resolutions, as follows:

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

RESOLUTION NO. 010 OF 2010

**A RESOLUTION IN SUPPORT OF A GRANT
APPLICATION TO KEEP LOUISIANA BEAUTIFUL
FOR A LITTER ABATEMENT GRANT**

WHEREAS, Keep Louisiana Beautiful, affiliated with Keep America Beautiful, is a volunteer-based nonprofit organization dedicated to litter reduction through education, enforcement and cleanups; and

WHEREAS, Keep Louisiana Beautiful is offering litter abatement grants to qualified organizations and governmental agencies to reduce litter and reduce waste in Louisiana through education, enforcement and/or cleanup projects; and

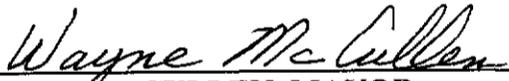
WHEREAS, Keep Natchitoches Beautiful, is one of Louisiana's Keep America Beautiful affiliates and is seeking grant funds for the creation of educational programs and promotions to further enhance the City of Natchitoches' litter abatement and recycling efforts.

NOW THEREFORE, be it resolved, that the City of Natchitoches does hereby support and endorse the submission of an application to Keep Louisiana Beautiful for a litter abatement grant.

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

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

THEREUPON, the Mayor, Wayne McCullen, declared the Resolution passed by a vote of 5 ayes to 0 nays, this the 25th day of January, 2010.


WAYNE McCULLEN, MAYOR

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

RESOLUTION NO. 012 OF 2010

**A RESOLUTION AUTHORIZING THE MAYOR OF
THE CITY OF NATCHITOCHEs, WAYNE MCCULLEN,
TO ENTER INTO A GENERAL SERVICES AGREEMENT
WITH AIRPORT DEVELOPMENT GROUP**

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

WHEREAS FURTHER, the City and the Natchitoches Airport Commission solicited proposals for engineering services under Request for Qualifications #0106 and received proposals from LPA Group, Inc. of Baton Rouge, Louisiana; Denmon Engineering Company of Monroe, Louisiana; Alliance, Inc. of Shreveport, Louisiana; Cothren, Graff, Smoak Engineering, Inc. of Shreveport, Louisiana; and Airport Development Group of Jackson, Mississippi; and

WHEREAS FURTHER, the proposals received have been reviewed by a committee of Edd Lee, Pat Jones, Larry Cooper, Jack McCain and Jackie Miles and the committee was unanimous in its decision to award RFQ #0106 to **Airport Development Group** of Jackson, Mississippi for a three-year term, with the option of two additional one-year terms, assuming all conditions of the previous term were satisfactorily met; and

WHEREAS FURTHER, Airport Development Group has partnered with Nowlin & Associates, Inc. of Natchitoches and TGL, Inc. of Alexandria for these consultant services; and

WHEREAS FURTHER, on January 19, 2010, the Natchitoches Airport Commission approved Resolution No. 01 of 2010 (attached hereto) recommending that the City and the Natchitoches Airport Commission enter into a General Services Agreement with **Airport Development Group**.

WHEREAS FURTHER, after reading the recommendation of the Natchitoches Regional Airport committee, 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 General Services Agreement with Airport Development Group and desires to authorize Mayor Wayne McCullen to execute the Agreement and all attachments thereto.

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

I. That the recommendations of the Airport Committee are accepted, and the Resolution No. 1 of 2010 passed by the Natchitoches Airport Commission (attached hereto) is acknowledged and the City Council of the City of Natchitoches does hereby approve of the proposal submitted on behalf of Airport Development Group.

II. That the Honorable Mayor, Wayne McCullen, be and he is hereby authorized and empowered to execute the General Services Agreement and all attachments thereto and any other document that may be required to complete the Agreement on behalf of the **CITY**. The said Mayor is hereby given full and complete authority to incorporate in said instrument such terms, conditions, and agreements as may be necessary to protect the interest of the **CITY** in substantial compliance with the general terms and conditions set forth in this Ordinance.

III. That this Resolution was duly advertised in *The Natchitoches Times* on August 7, 14 and 21, 2009 and in *The Advocate* on August 10, 17 and 24, 2009.

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 25th day of January, 2010.


WAYNE McCULLEN, MAYOR

RESOLUTION NO. 1 OF 2010

RESOLUTION RECOMMENDING THE MAYOR AND CITY COUNCIL TO ENTER INTO A GENERAL SERVICES AGREEMENT WITH AIRPORT DEVELOPMENT GROUP

WHEREAS, the City of Natchitoches and Natchitoches Regional Airport issued a Request for Qualifications for Consultant for the Natchitoches Regional Airport, being RFQ #0106; and

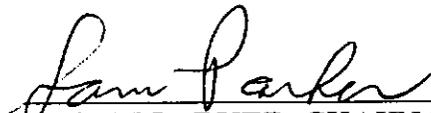
WHEREAS, the appointed committee of Edd Lee, Pat Jones, Larry Cooper, Jack McCain and Jackie Miles reviewed the five submissions received, and was unanimous in its decision to award RFQ #0106 to Airport Development Group; and

WHEREAS, ADG has partnered with Nowlin & Associates, Inc. of Natchitoches and TGL, Inc. of Alexandria for these consultant services; and

WHEREAS, this Agreement is for a three-year term, with the option of two additional one-year terms, assuming all conditions of the previous term were satisfactorily met;

BE IT RESOLVED that the Natchitoches Airport Commission hereby recommends that the City of Natchitoches and Natchitoches Regional Airport enter into a General Services Agreement with Airport Development Group.

This Resolution was approved by the Natchitoches Airport Commission at its regular monthly meeting held on January 19, 2010.



SAM PARKER, CHAIRMAN

OPEN GENERAL SERVICES AGREEMENT NO. ONE
BETWEEN AIRPORT SPONSOR AND CONSULTANT
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made between the **CITY OF NATCHITOCHEES (SPONSOR)**, P.O. Box 37, Natchitoches, Louisiana 71458-0037, and **AIRPORT DEVELOPMENT GROUP, INC. (CONSULTANT)**, 3900 Lakeland Drive, Suite 501 C, Jackson, MS 39232 and 1776 S. Jackson Street, Suite 950, Denver, CO 80210. This agreement supersedes any previous Open Agreement between **SPONSOR** and **CONSULTANT** but does not cancel ongoing work orders.

CONSULTANT is to perform professional services to be outlined in **SPONSOR** work orders to this agreement for work items and/or projects for the improvement of Natchitoches Regional Airport. Said improvements may include engineering, planning, environmental, marketing, and other services as described herein and by work orders or addenda hereto.

SPONSOR and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional services by **CONSULTANT** and the payment for those services by **SPONSOR** as set forth below and in future addenda.

CONSULTANT shall provide professional services for **SPONSOR** in all phases of the projects to which this agreement applies, serve as **SPONSOR**'s professional representative and agent for work items and projects as set forth by work orders and shall give professional consultation and advice to **SPONSOR** during the performance of services hereunder. All services performed shall be in general accordance with applicable rules and regulations of the Federal Aviation Administration (FAA) and the State of Louisiana.

The **SPONSOR**, or any of its duly authorized representatives, shall have access to any books, documents, papers, and records of the **CONSULTANT** which are directly pertinent to this **PROJECT** for the purpose of making audit, examination, excerpts and transcriptions.

SECTION 1 - BASIC SERVICES OF CONSULTANT

- 1.1 **CONSULTANT** shall perform "lump sum" professional services as hereafter stated which include customary consulting and/or design engineering services and customary services incidental thereto.
- 1.2 By work order, details shall be added to this section and/or Section 5 for fees and work scope of "lump sum" consulting services to include planning, environmental, marketing, engineering, and/or other services.

SECTION 2 - SPECIAL SERVICES OF CONSULTANT

- 2.1 **CONSULTANT** shall perform "cost plus" professional services as hereafter stated which include customary consulting and construction engineering services and customary services incidental thereto.
- 2.2 By work order, details shall be added to this section and/or Section 5 for not-to-exceed fee cap and work scope of "cost plus" consulting services to include planning, environmental, marketing, engineering, and/or other services.

SECTION 3 - SPONSOR'S RESPONSIBILITIES

SPONSOR shall:

- 3.1 Provide all criteria and full information as to **SPONSOR's** requirements for the work items and/or projects, including objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish any special planning, design and construction standards above what is required by the FAA which **SPONSOR** will require to be included in the drawings and specifications.
- 3.2 Assist **CONSULTANT** by placing at his disposal all available information pertinent to the services requested including previous reports and any other data relative to planning, design or construction of the project.
- 3.3 Furnish to **CONSULTANT**, as required for performance of **CONSULTANT's** services, data prepared by or services of others including previous studies; professional interpretations; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other special data or consultations not covered above; all of which **CONSULTANT** may review and consider in performing his services. Information will be used at **CONSULTANT'S** own risk.
- 3.4 Arrange for access to and make all provisions for **CONSULTANT** to enter upon public and private property as required for **CONSULTANT** to perform his services.
- 3.5 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, obtain advice of an attorney, insurance counselor and other consultants as **SPONSOR** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.6 Assist in approvals and permits from all governmental authorities having jurisdiction over the projects and such approvals and consents from others as may be necessary for completion of the project.
- 3.7 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the work items and/or projects; such legal services as **SPONSOR** may require or **CONSULTANT** may reasonably request with regard to legal issues pertaining to the projects including any that may be raised by Contractors or other third parties; such auditing service as **SPONSOR** may require; and such inspection services as **SPONSOR** may require to ascertain that Contractors are complying with any law, rule or regulation applicable to their performance of the work.
- 3.8 Designate in writing a person to act as **SPONSOR** representative with respect to the services to be rendered under this agreement. Unless otherwise stated, that person shall be *Mr. Edd Lee* for projects under this agreement.
- 3.9 Give prompt written notice to **CONSULTANT** whenever **SPONSOR** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT's** services, or any defect in the work of **CONSULTANT** or others.
- 3.10 Pay publishing costs for advertisements of notices, public hearings, requests for bids, and other similar items. The **SPONSOR** shall pay for all permits and licenses that may be required by local, state or federal authorities; and shall secure the necessary land, easements, and rights-of-way required for the project.
- 3.11 Bear all costs incident to compliance with the requirements of this Section 3.

3.12 By work orders, added details may be associated with this section.

SECTION 4 - PERIOD OF SERVICE (for each addenda item)

- 4.1 The provisions of this Section 4 and the various rates of compensation for **CONSULTANT's** services provided by work order to this agreement are agreed to in anticipation of the orderly and continuous progress through completion of the scope(s) of work. **CONSULTANT's** obligation to render services hereunder will extend for a period which may reasonably be required for the completion of work orders initiated within three years of the date of this agreement. Two additional one (1) year periods may be added to the original three year agreement providing all terms and conditions of the original contract have been met and there is still a good working relationship between both parties.
- 4.2 Upon authorization from **SPONSOR**, **CONSULTANT** shall proceed with the performance of the services called for in each work order.
- 4.3 **SPONSOR** shall have the right to cease using the services of the **CONSULTANT** at the completion of any phase of services within a work scope. However, in the event that **SPONSOR** elects to no longer use the **CONSULTANT's** services, upon completion of any particular phase of any work order, and prior to work starting on a subsequent phase, **CONSULTANT** shall be paid for all services provided by the **CONSULTANT** through the completion of the last authorized phase.
- 4.8 If **SPONSOR** fails to give prompt authorization to proceed with any phase of services of any work order after completion of the immediately preceding phase, or if a construction phase has not commenced within 120 calendar days after completion of the final design phase, **CONSULTANT** may, after giving seven days' written notice to **SPONSOR**, suspend services under that work order.
- 4.9 If **CONSULTANT's** services are delayed or suspended in whole or in part by **SPONSOR** for more than three months for reasons beyond **CONSULTANT's** control, **CONSULTANT** shall on written demand to **SPONSOR** (but without termination of this agreement) be paid as provided in paragraph 5.2. If such delay or suspension extends for more than one year for reasons beyond **CONSULTANT's** control, the various rates of compensation are subject to renegotiation.
- 4.10 The **CONSULTANT** acknowledges and understands that progress under any work order may be impacted by delays caused by directives from or changes in funding from the DOTD or the FAA. Notwithstanding paragraphs 4.3, 4.8 and 4.9, the **CONSULTANT** agrees that it will suspend further work under any work order upon notification by the **SPONSOR** that a delay has been caused by the action or inaction of the DOTD or the FAA.

SECTION 5 - PAYMENTS TO CONSULTANT

- 5.1 Methods of payment for services and expenses of **CONSULTANT**.
- 5.1.1. For Basic Services, **SPONSOR** shall pay **CONSULTANT** for basic services rendered under Section 1 as follows:
- 5.1.1.1. Amount of lump sum payment for services as defined by work orders to this agreement.
- 5.1.1.2. Times of payment shall be described within the work orders to this agreement.
- 5.1.2. For Special Services, **SPONSOR** shall pay **CONSULTANT** for special services rendered under Section 2 as follows:

- 5.1.2.1. Not-to-exceed limits for payments for special services shall be per work orders.
- 5.1.2.2. Times of payment shall be described within the work orders to this agreement.
- 5.1.3. Rates for services within this agreement and associated work orders shall be as follows:

Principal	\$140.00 per hr.
Associate Principal	123.00
Project Engineer/Planner.....	110.00
Engineer/Planner	84.00
Associate Engineer/Planner.....	72.00
Engineering Technician.....	62.00
CADD/Engineering Technician	62.00
Clerical	53.00
Actual costs for subcontractors and expenses.	

Modifications to this rate schedule may be made by work order or addenda to this agreement. New rate schedule requires approval by Sponsor.

- 5.2 In the event of termination by **SPONSOR** under paragraph 7.1 upon the completion of any phase of the basic services, progress payments due **CONSULTANT** for services rendered through such phase shall constitute total payment for such services. In the event of such termination by **SPONSOR** during any phase of the special services, **CONSULTANT** will be paid for services rendered during that phase to date of termination by principals and employees assigned to the project. In the event of any such termination, **CONSULTANT** will be paid for all performed services and incurred reimbursable expenses, plus all termination expenses. Termination expenses mean reimbursable expenses directly attributable to termination.

5.3 Definitions

5.3.1. Payroll costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the project, including, but not limited to, principals, planners, engineers, surveyors designers, draftsmen, specification writers, estimators, other technical personnel, typists and clerks; but does not include indirect payroll related costs or fringe benefits.

5.3.2. Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); subsistence and transportation of project representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, survey, soils investigations and materials testing and similar project-related items in addition to those required under Section 1; and, if authorized in advance by **SPONSOR** in writing, overtime work requiring higher than regular rates. Reimbursable expenses shall include the amount billed to **CONSULTANT** by special consultants employed by **CONSULTANT** (other than as an authorized additional service under Section 7.6) for such consultants' services, and shall also include reimbursable expenses and expenses incurred for computer time and other highly specialized equipment, including an appropriate charge for previously established programs and expenses of photo-graphic production techniques.

SECTION 6 - OPINIONS OF COST

- 6.1 Since **CONSULTANT** has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable project cost and construction cost provided

for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but **CONSULTANT** cannot and does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost prepared by him. However, **CONSULTANT** represents that he will use reasonable engineering care and judgment commonly exercised by an engineer in the same or similar circumstances in making and transmitting such cost estimates to the **SPONSOR**.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Termination

7.1.1 The obligation to provide further services under this agreement or any work order(s) may be terminated by either party upon thirty days' written notice.

7.1.2. Reasons for which this agreement or any work order(s) may be terminated for default include, but are not limited to, inferior or uncompleted work by the **CONSULTANT**, lack of diligence by either party, inability to meet specified time constraints by either party, or failure of the **SPONSOR** to provide civil, structural, mechanical or other details of systems existing at the site.

7.1.3. Reasons for which this agreement or any work order(s) may be terminated because of circumstances beyond the control of the **CONSULTANT** include, but are not limited to, unavailability of funds, or policy decisions to abandon or postpone the work indefinitely.

7.2 Reuse of Documents

All documents including Drawings, Plans and Specifications or other documents prepared by **CONSULTANT** pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by **SPONSOR** or others on extensions of the Project or on any other projects. Any reuse without written verification or adaptation by **CONSULTANT** for the specific purpose intended will be at **SPONSOR**'s sole risk and without liability or legal exposure to **CONSULTANT**; and **SPONSOR** shall indemnify and hold harmless **CONSULTANT** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. If **CONSULTANT** reuses project documents, **CONSULTANT** shall indemnify and hold harmless **SPONSOR** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. The drawings, plans and specifications prepared are to be the property of the **SPONSOR**. **SPONSOR** shall not use any such drawings, plans or specifications for any project outside the **SPONSORS** utility system. All as-built plans will become the property of sponsor.

7.3 Controlling Law

This Agreement is to be governed by the law of the State of Louisiana.

7.4 Successors and Assigns

7.4.1. **SPONSOR** and **CONSULTANT** each binds, to the extent of the law, himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

7.4.2. Neither **SPONSOR** nor **CONSULTANT** shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 7.4.1. and

except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent **CONSULTANT** from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder provided, however, if the **CONSULTANT** elects to employ such consultants, associates or subcontractors they shall be considered the employees of the **CONSULTANT** for the purposes of this agreement.

7.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **SPONSOR** and **CONSULTANT**.

7.5 Additions or Change of Work Scope

It is mutually agreed that any change in the scope of the project as outlined in any work order to this agreement, or the services outlined in Sections 1 and 2 and/or delays (including the completion of the work in more than one project), by the **SPONSOR** resulting in extra expense to the **CONSULTANT**, shall be considered beyond the normal scope of this agreement. Payment for extra work shall be negotiated in advance of the anticipated change and, once approved by the **SPONSOR**, it shall be mutually agreed to by amending this agreement.

7.6 EEO and Affirmative Action

The **CONSULTANT** will formulate, adopt and actively maintain an affirmative action plan in compliance with Executive Order No. 11246 entitled, "Equal Employment Opportunity". The **CONSULTANT** does not discriminate on the basis of race, color, religion, creed, national origin, sex or age. Goals and targets will be specified in the affirmative action plan to assure its implementation.

7.7 Hold Harmless

The **CONSULTANT** agrees to protect and save the **SPONSOR**, its elected and appointed officials, and employees, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the **CONSULTANT**'s employees or third parties due to the fault or neglect of the **CONSULTANT** on this project, except when such fault is solely and entirely the fault of the **SPONSOR** or its above named officials and employees.

In any and all claims against the **SPONSOR** by any employee of the **CONSULTANT** or anyone for whose acts the **CONSULTANT** may be liable, this indemnification obligation shall not be limited in any way by limitations on the amount or type of damages, compensation or benefits payable by or for the **CONSULTANT** under Workman's Compensation acts, disability benefit acts, or other employee benefit acts.

7.8 Insurance

The **CONSULTANT** shall obtain and maintain continuously, public liability insurance to protect the public with limits of liability not less than:

\$1,000,000.00 combined single limit bodily injury and property damage with appropriate coverage endorsements to include broad form contractual, broad form property damage, contractor's protective, auto and non-owner auto.

Upon request, the **CONSULTANT** shall provide the **SPONSOR** a certificate of insurance with **SPONSOR** named as additional insured and upon written request of the **SPONSOR**, a duplicate of the policy as evidence of insurance protection provided.

7.9 Limitation of Liability

CONSULTANT agrees in connection with services performed under this Agreement that such services are performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or similar locality. No warranty, expressed or implied, is made or intended by rendition of consulting services.

SECTION 8 - FAA REQUIRED CONDITIONS - With FAA MONIES

FAA provisions require that *during the performance of services under federal (AIP) funding*, the **CONSULTANT**, for itself, assignees and successors in interest agrees as follows, when FAA AIP funds are involved:

8.1 Civil Rights Act of 1964, Title VI-49 CFR Part 21, Contractual Requirements (Version 1, 1/5/90)

8.1.1 Compliance with regulations. The **CONSULTANT** shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

8.1.2. Nondiscrimination. The **CONSULTANT**, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The **CONSULTANT** shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

8.1.3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the **CONSULTANT** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the **CONSULTANT** of the **CONSULTANT**'s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

8.1.4. Information and Reports. The **CONSULTANT** shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the **SPONSOR** or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of **CONSULTANT** is in the exclusive possession of another who fails or refuses to furnish this information, the **CONSULTANT** shall so certify to the **SPONSOR** or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

8.1.5. Sanctions for Noncompliance: In the event of the **CONSULTANT**'s noncompliance with the nondiscrimination provisions of this contract, the **SPONSOR** shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the **CONSULTANT** under the agreement until the **CONSULTANT** complies, and/or
- (b) cancellation, termination or suspension of the agreement, in whole or in part.

8.1.6. Incorporation of Provisions. The **CONSULTANT** shall include the provisions of paragraphs 8.1.1 through 8.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The **CONSULTANT** shall take such action with respect to any subcontract or procurement as the **SPONSOR** or the FAA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event **CONSULTANT** becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the **CONSULTANT** may request the **SPONSOR** to enter into such litigation to protect the interests of the **SPONSOR** and, in addition, the **CONSULTANT** may request the United States to enter into such litigation to protect the interests of the United States.

8.2 Wendell H. Ford Aviation Investment and Reform Act for the 21st Century of 2000, Section 520. General Civil Rights Provisions (Version 2, 4/23/90)

The **CONSULTANT** assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the **CONSULTANT** for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport **SPONSOR** or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport **SPONSOR** or any transferee retains ownership or possession of the property. In the case of **CONSULTANT**, this provision binds the **CONSULTANT** from the bid solicitation period through the completion of the contract.

8.3 Inspection of Records - 49 CFR Part 18 (Version 1, 1/5/90)

The **CONSULTANT** shall maintain an acceptable cost accounting system. The **SPONSOR**, the FAA, and the Comptroller General of the United States shall have access to any books, documents, paper, and records of the **CONSULTANT** which are directly pertinent to the specific contract for the purposes of making an audit, examination, excerpts, and transcriptions. The **CONSULTANT** shall maintain all required records for three years after the **SPONSOR** makes final payment and all other pending matters are closed.

8.4 Rights to Inventions - 49 CFR Part 18 (Version 1, 1/5/90)

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the **SPONSOR** of the Federal grant under which this contract is executed. Information regarding these rights is available from the FAA and the **SPONSOR**.

8.5 Breach of Contract Terms - Sanctions - 49 CFR Part 18 (Version 1, 1/5/90)

Any violation or breach of the terms of this contract on the part of the **CONSULTANT** or subcontractor may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement.

8.6 DBE Required Statements - 49 CFR Part 23 (Version 2, 4/23/90)

8.6.1 Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises (DBE) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.

8.6.2 DBE Obligation. The **CONSULTANT** agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds provided under this agreement. In this regard, **CONSULTANT** shall take all necessary and reasonable steps in

accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. **CONSULTANT** shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT- assisted contracts.

8.6.3 Compliance. All bidders, **CONSULTANT**, or subcontractors for the DOT-assisted contract are hereby notified that failure to carry out the DOT policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the **SPONSOR**.

8.7 Trade Restriction Clause - 49 CFR Part 30 (Version 1, 1/5/90)

The **CONSULTANT** by execution of this contract, certifies that it:

(a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

(b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

(c) has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a **CONSULTANT** or subcontractor who is unable to certify to the above. If the **CONSULTANT** knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the Federal Aviation Administration may direct, through the **SPONSOR**, cancellation of the contract at no cost to the Government.

Further, **CONSULTANT** agrees that it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. **CONSULTANT** may rely upon the certification of a prospective subcontractor unless it has knowledge that certification is erroneous.

CONSULTANT shall provide immediate written notice to the **SPONSOR** if **CONSULTANT** learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to **CONSULTANT**, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that **CONSULTANT** or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the **SPONSOR**, cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of **CONSULTANT** or a subcontractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

8.8 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - 49 CFR Part 29 (Version 1, 1/5/90)

The **CONSULTANT** certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals, nor its employees is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any

Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the **CONSULTANT** or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this proposal.

8.9 Termination of Contract - 49 CFR Part 18 (Version 1, 1/5/90)

8.9.1. The **SPONSOR** may, by thirty days written notice, terminate this contract in whole or in part at any time, either for the **SPONSOR's** convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice and expiration of the thirty day period, the services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the **SPONSOR**.

8.9.2. If the termination is for the convenience of the **SPONSOR**, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

8.9.3. If the termination is due to failure to fulfill the **CONSULTANT'S** obligations, the **SPONSOR** may take over the work and prosecute the same to completion by contract or otherwise. In such case, the **CONSULTANT** shall be liable to the **SPONSOR** for any additional cost occasioned to the **SPONSOR** thereby.

8.9.4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the **CONSULTANT** had not so failed, the termination shall be deemed to have been effected for the convenience of the **SPONSOR**. In such event, adjustment in the contract price shall be made as provided in paragraph 8.9.2.

8.9.5. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement shall be delivered to the **SPONSOR** when and if this Agreement is terminated, but subject to the restrictions, as to their use, as set forth in the individual and separate contractual agreements.

8.9.6. The rights and remedies of the **SPONSOR** provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

8.9.7. In the event of such termination of this agreement, **CONSULTANT** will not be entitled to perform any other work on one or more of the projects listed in the preamble of this agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of January, 2010.

SPONSOR:

CITY OF NATCHITOCHEs

By Wayne McCullen
Wayne McCullen, Mayor

Attest: Carol S. Stearns

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. Payne made a motion to adjourn the meeting, Mr. Nielsen seconded the motion, and the meeting was adjourned at 7:55 p.m.


MAYOR WAYNE McCULLEN


MAYOR PRO TEMPORE