

**CITY COUNCIL - PRE-MEETING 6:30 P.M. TO 7:00 P.M.**

Natchitoches City Council will have a pre-council meeting beginning at 6:30 p.m. and ending at 7:00 p.m. to discuss any non-agenda items. The City Council meeting will begin promptly at 7:00 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings.

**NATCHITOCHEs CITY COUNCIL MEETING  
SEPTEMBER 12, 2011  
7:00 P.M.**

**A G E N D A**

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF AUGUST 22, 2011**
5. **PROCLAMATION:**
  - #095 Morrow** Resolution proclaiming Blythe Newsome Day on behalf of the Women's Resource Center (Becky Stewart, Claire Weaver and Walt Moore)
  - #099 Payne** Resolution Declaring September 17 through September 23, 2011 as Constitution Week (Dr. Colleen Lancaster)
6. **BIDS – AWARD:**
  - #049 Mims** Ordinance Authorizing the Mayor to **Award** the Bid for Potassium Permanganate, 25kg Containers Only, for the Water Treatment Plant (Bid No. 0519)  
Committee: Pat Jones, Edd Lee, Don Mims, Bryan Wimberly
  - #050 Mims** Ordinance Authorizing the Mayor to **Award** the Bid for the Purchase of Relay Panel and Meter Panel for St. Maurice Substation (Bid No. 0520)  
Committee: Pat Jones, Edd Lee, Jack McCain, Bryan Wimberly
7. **BIDS – OPEN:**
  - #100 Mims** Resolution Authorizing the Mayor to **Open** Bids for the Purchase of Capacitor Voltage Transformers and Metering Potential Transformers for St. Maurice Substation (Bid No. 0521)  
Committee: Pat Jones, Edd Lee, Don Mims, Bryan Wimberly, Mike Hilton
8. **ORDINANCES – INTRODUCTION:**
  - #051 Nielsen** Ordinance Declaring Certain Buildings Unsafe and Recommending That Same Be Demolished Or Put Into Repair To Comply With The Building Code, Authorizing Notice To Be Served, Fixing Hearing Date And Appointing Curator To Represent Absentees

**ADD TO AGENDA FOR INTRODUCTION:**

**#052 Mims** Ordinance Authorizing The Mayor Of The City Of Natchitoches, Louisiana, Wayne McCullen, To Enter Into And Execute An Easement And Servitude Over And Across The Property Of Stamey & Miller Properties, LLC Located In The Block Bounded By Second Street, Horn Street, Lafayette Street, And Ducournau Street Setting The Consideration, And Other Terms, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance.

**9. ORDINANCES - FINAL:**

**#045 Morrow** Ordinance Revoking The Dedication Of That Portion Of Simmons Alley Between Its Intersection With Powell Street On The East And Mayfield Street On The West, Declaring That Said Portion Of Alley Is Abandoned And The Dedication Revoked, Retaining An Easement Across The Former Alley For Public Utility Purposes, Providing For An Effective Date Of The Ordinance, And Savings Clause

**10. RESOLUTIONS:**

**#094 Payne** Resolution of The City Of Natchitoches To Approve The 2011 Municipal Water Pollution Prevention Audit Report

**#097 Nielsen** Resolution to Appoint Mike Hilton to Fill the Unexpired Term of David King as Commissioner on the Natchitoches Airport Commission for the City of Natchitoches

**#098 Morrow** Resolution Of Support For Grant Application Submitted To The Louisiana Office Of Community Development, Local Government Assistant Program

**#101 Nielsen** Resolution Approving Work Order Addendum No. Three To Open General Services Agreement No. One, Between Airport Development Group, Inc. And The City Of Natchitoches To Extend The Scope Of Work To Include The Design Of Overlay For The Terminal Apron, And Authorizing The Mayor Of The City Of Natchitoches, Wayne McCullen, To Execute Said Work Order Addendum (AIP Project No. 3-22-0034-017-2011)

**#102 Payne** Resolution Authorizing The Mayor To Execute A Grant Agreement And Accept A Grant From The Federal Aviation Administration For A Project At The Natchitoches Regional Airport, Providing For Advertising And An Effective Date

**11. ANNOUNCEMENTS**

*Motion to Add to Agenda - Resolution No. 103  
Execute an agreement with U.S. Corps of Engineers  
Grounds Maintenance at Grand Ecovisitors Center*

**12. ADJOURNMENT**

**NOTICE TO THE PUBLIC**

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

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

PROCEEDINGS OF THE CITY COUNCIL  
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,  
REGULAR MEETING HELD ON MONDAY, SEPTEMBER 12, 2011,  
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, September 12, 2011, at 7:00 p.m.

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

Absent: Jack McCain

The Mayor asked everyone to rise for the Invocation given by Chief Mickey Dove, followed by the Pledge of Allegiance.

The Mayor then called for the reading of the Minutes. Mr. Mims made a motion to approve the Minutes of September 12, 2011 and dispense with the reading of the minutes, Ms. Morrow seconded the motion. The roll call vote was as follows:

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

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

**RESOLUTION NO. 095 OF 2011**

**P R O C L A M A T I O N**

**WHEREAS,** The Women's Resource Center, a pregnancy help medical clinic, was founded in 1989 as a non-profit organization to offer services, assistance and guidance to young women facing difficult life situations most often due to unplanned pregnancies; and

**WHEREAS,** In 2006, the Women's Resource Center became a Pregnancy Help Medical Clinic that offered material assistance as well as obstetrical, ultrasound, prenatal education, breastfeeding assistance and post partum follow-up; and

**WHEREAS,** the staff of the Women's Resource Center consists of trained volunteers, including registered nurses, as well as the donated time of Dr. Martin Aviles who oversees medical issues of the Center; and

**WHEREAS,** the Women's Resource Center is the largest organization of its type and scope in Central Louisiana; and

**WHEREAS,** the Women's Resource Center will be hosting the annual "**Celebration of Life**" fundraising gala on Thursday, September 22, 2011 at the Natchitoches Events Center at which Blythe Newsome will be the keynote speaker; and

**WHEREAS,** the City of Natchitoches wishes to honor Blythe Newsome in her life crusades and taking time from her busy schedule to promote the mission of the Women's Resource Center.

**NOW, THEREFORE, I, WAYNE McCULLEN,** Mayor of the City of Natchitoches, hereby proclaim, Thursday, September 22, 2011, as

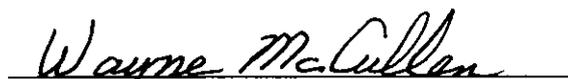
**BLYTHE NEWSOME DAY**

in the City of Natchitoches in honor of the dedication and contributions of Ms. Newsome.

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

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

**THEREUPON,** Mayor Wayne McCullen declared the Resolution passed by a vote of 4 Ayes to 0 Nays this the 12<sup>th</sup> day of September, 2011.

  
WAYNE McCULLEN, MAYOR

Ms. Morrow welcomed the representatives from the Women's Resource Center and presented them with the proclamation proclaiming the Blythe Newsome Day.

Ms. Becky Stewart thanked the Mayor and the Council and stated that the proclamation brings awareness to the fundraiser they have every year that brings in the resources for them to operate for the coming year. She went on to state that she could not say enough about the community who supports their work.

Ms. Clair Weaver thanked everyone and invited everyone to go to the Gala. She stated that every year they grow and get better and better because of the City of Natchitoches, the local parishes surrounding and the councilmen who help. She went on to encourage everyone to attend the Gala.

Mr. Walt Moore stated that he has been in Natchitoches for six years and has had experience working with pregnancy help centers elsewhere but he is especially proud of the job and Becky Stewart and her staff have done here.

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

**RESOLUTION NO. 099 OF 2011**

**PROCLAMATION DECLARING SEPTEMBER 17 THROUGH  
SEPTEMBER 23, 2011 AS CONSTITUTION WEEK**

**WHEREAS**, on September 17, 1787, delegates of the United States to the Constitutional Convention signed the Constitution and sent it to the states for ratification; and

**WHEREAS**, the states, in the collective wisdom of their citizens, insisted on appending a Bill of Rights to the Constitution; and

**WHEREAS**, in remembrance of the signing of the Constitution and in recognition of the Americans who strive to uphold the duties and responsibilities of citizenship, the U. S. Congress in 1952 designated September 17 as **Citizenship Day**, and by joint resolution of August 2, 1956, requested that the President proclaim the week beginning September 17 and ending September 23 of each year as "Constitution Week".

**NOW, THEREFORE**, I, Wayne McCullen, Mayor of the City of Natchitoches, do hereby proclaim **September 17, 2011**, as **Citizenship Day** and **September 17 through 23, 2011** as **Constitution Week** and encourage Federal, State and local officials, as well as leaders of civic, social, and educational organizations, to conduct ceremonies and programs that celebrate our Constitution and reaffirm our commitment as citizens of our great Nation.

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

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

**THEREUPON**, Mayor Wayne McCullen declared the Resolution passed by a vote of 4 Ayes to 0 Nays this the 12<sup>th</sup> day of September, 2011.

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

Mr. Payne awarded the proclamation declaring September 17<sup>th</sup> through September 23, 2011 as Constitution week to Dr. Colleen Lancaster.

Dr. Colleen Lancaster stated that she always likes to educate everybody. She stated that they all know that there is a constitution but that it was written 224 years ago and the DAR was responsible for getting Congress to declare this week as constitution week. She went on to state that it seems the schools and public are not educated or retained as much as it should be. She stated that in Natchitoches they plan to have a newspaper story, an exhibition at the Natchitoches Parish Library and plan to work with the Magnet School to do something with one of their classes.

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

**ORDINANCE NO. 049 OF 2011**

**ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs TO AWARD THE BID FOR POTASSIUM PERMANGANATE, 25kg CONTAINERS ONLY, FOR THE WATER TREATMENT PLANT (BID NO. 0519)**

**WHEREAS**, Resolution No. 074 of 2011 was passed by the Natchitoches City Council on July 25th, 2011 authorizing the Mayor to advertise for bids for the purchase of potassium permanganate, 25kg containers only for the Water Treatment Plant

**WHEREAS**, advertisement was published in the *Natchitoches Times* on July 29 and August 15, 2011, in accordance with law; and

**WHEREAS**, three bid proposals were received and opened on August 22, 2011 as follows:

- (1) Harcros Chemical  
Shreveport, LA..... \$2.95 Ib.
- (2) American International Chemical  
Framingham, MA..... \$2.06 Ib.  
Rejected not meeting specifications
- (3) F2 Industries  
Smyrna, TN..... \$2.09 Ib.  
Rejected not meeting specifications
- (4) Marubeni Specialty Chemicals  
Tampa, FL..... \$2.19 Ib.  
Rejected not meeting specifications
- (5) Winfield Solutions  
Ville Platte, LA..... 3.80 Ib. /10kg  
Rejected not meeting specifications
- (6) Thatcher Chemical..... No bid

**WHEREAS**, on August 29, 2011, the appointed committee members, Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Bryan Wimberly, Director of Utilities, Councilman at Large Don Mims, reviewed the bids received; and

**WHEREAS**, the above appointed committee members unanimously recommend the City award the bid to **Harcros Chemcial** of Shreveport in the amount of **\$2.95 per pound**.

**NOW, THEREFORE, BE IT ORDAINED** that the Honorable Wayne McCullen, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.

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

**THEREUPON**, the Mayor declared the Ordinance **PASSED** this 12<sup>th</sup> day of September, 2011 by a vote of 4 ayes to 0 nays.

  
WAYNE McCULLEN, MAYOR

  
DON MIMS, MAYOR PRO TEMPORE



# CITY OF NATCHITOCHES

*Oldest Settlement in the Louisiana Purchase*

OFFICE OF PURCHASING

Wayne McCullen  
Mayor

Don Mims, Jr.  
Councilman At Large **August 29, 2011**

Jack McCain, Jr.  
Councilman  
District 1 **Mayor Wayne McCullen**

Dale Nielsen  
Councilman  
District 2 **City Hall**  
**Natchitoches, LA 71457**

Sylvia Morrow  
Councilwoman  
District 3 **Re: Bid number 0519 – Potassium Permanganate**

Larry Payne  
Councilman  
District 4 **Dear Mayor McCullen,**

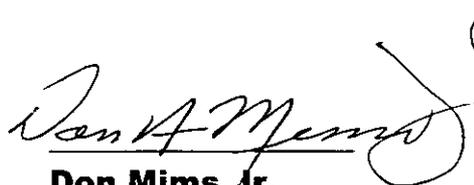
**The appointed committee of Pat Jones, Edd Lee, Bryan Wimberly and Don Mims, Jr., has reviewed the six bid proposals for the purchase of approximately 40 tons of potassium permanganate.**

**The committee was unanimous in its decision to award the bid to the lowest responsive bidder, Harcros Chemical, of Shreveport, LA in the amount of \$2.95 per pound. The following bidders did not meet technical specifications and were rejected: American International Chemical of Framingham, MA, F2 Industries of Smyrna, TN, Marubeni Specialty Chemicals of Tampa, FL and Winfield Solutions of Ville Platte, LA. Thatcher Chemical submitted a “no bid”.**

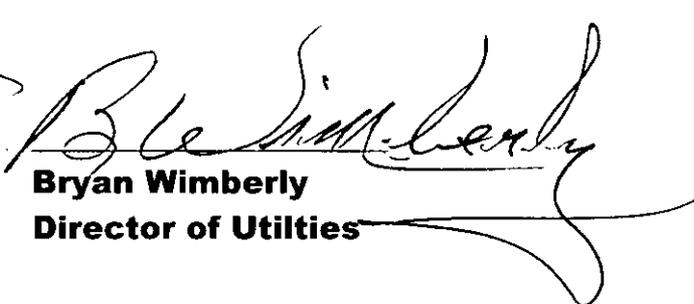
**All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.**

**We request ratification of this award at the next meeting of the City Council.**

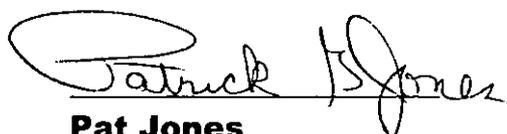
**Sincerely,**



**Don Mims Jr.**  
**Councilman at Large**



**Bryan Wimberly**  
**Director of Utilities**



**Pat Jones**  
**Director of Finance**



**Edd Lee**  
**Director of Purchasing**

Mr. Mims made a motion that bids be opened and the Mayor Authorized to award the bid for potassium permanganate, 25kg containers only for the water treatment plant to Harcros Chemical, being Ordinance 49. The motion was seconded by Mr. Nielsen.

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

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

The Mayor declared the motion as PASSED.

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

**ORDINANCE NO. 050 OF 2011**

**A ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs TO AWARD THE BID FOR THE PURCHASE OF RELAY PANEL AND METER PANEL FOR ST. MAURICE SUBSTATION**

**(BID NO. 0520)**

**WHEREAS**, by Resolution No. 075 of 2011 the Mayor was authorized to advertise for bids for the purchase of relay panel and meter panel for the St. Maurice Substation (Bid No. 0520).

**WHEREAS**, this bid was advertised in the *Natchitoches Times* on July 29 and August 5, 2011 in accordance with law; and

**WHEREAS**, two bid proposals were received and opened on August 22, 2011 as follows:

- (1) Birmingham Control Systems.....\$44,495.00
- (2) Harlo Corp.....\$43,063.00

**WHEREAS**, on September 6, 2011 the appointed committee members, Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Jack McCain, Councilman and Bryan Wimberly, Director of Utilities, reviewed the bids received; and

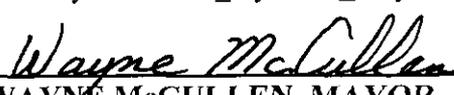
**WHEREAS**, the above appointed committee members unanimously recommend the City award the bid to the lowest bidder, **Harlo Corporation** of Grandville, MI in the amount of **43,063.00**.

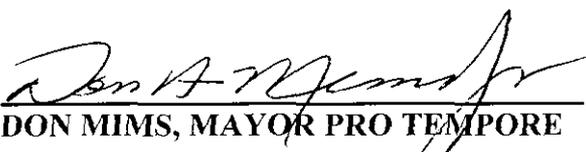
**NOW, THEREFORE, BE IT RESOLVED** that the Honorable Wayne McCullen, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.

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

**THEREUPON**, the Mayor declared the Ordinance **PASSED** this 12<sup>th</sup> day of September, 2011 by a vote of 4 ayes to 0 nays.

  
 WAYNE McCULLEN, MAYOR

  
 DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 13<sup>th</sup> day of September, 2011 at 10:00 A.M.



# CITY OF NATCHITOCHEES

*Oldest Settlement in the Louisiana Purchase*

## OFFICE OF PURCHASING

Wayne McCullen  
Mayor

Don Mims, Jr. **September 6, 2011**  
Councilman At Large

Jack McCain, Jr.  
Councilman  
District 1 **Mayor Wayne McCullen**  
**City Hall**

Dale Nielsen **Natchitoches, LA 71457**  
Councilman  
District 2

Sylvia Morrow  
Councilwoman  
District 3

Larry Payne  
Councilman  
District 4

**Dear Mayor McCullen,**

**The appointed committee of Pat Jones, Edd Lee, Bryan Wimberly and Jack McCain Jr., has reviewed the engineer's recommendation submitted by Mr. Mike Hilton, Professional Engineer, with Electrical Engineering Services, Natchitoches, LA, on Bid # 0520, for the purchase of Relay Panels and Meter Panels for the St. Maurice substation.**

**The committee was unanimous in its decision to award the bid to the lowest bidder, Harlo Corporation, Grandville, MI, with a bid of \$43,063.00. The other bid received was from Birmingham Control Systems, Birmingham, AL, in the amount of \$44,495.00.**

**All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.**

**We request ratification of this award at the City Council meeting on September 12, 2011.**

Sincerely,

**Pat Jones**  
Director of Finance

**Edd Lee**  
Director of Purchasing

**Jack McCain Jr.**  
Councilman Dist I

**Bryan Wimberly**  
Director of Utilities

Mr. Mims made a motion that bids be opened and the Mayor Authorized to award the bid for the purchase of relay panel and meter panel for St. Maurice substation to Harlo Corporation, being Ordinance 50. The motion was seconded by Mr. Nielsen.

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

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

The Mayor declared the motion as PASSED.

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

**RESOLUTION NO. 100 OF 2011**

**A RESOLUTION AUTHORIZING THE MAYOR TO  
OPEN BIDS FOR THE PURCHASE OF  
CAPACITOR VOLTAGE TRANSFORMERS AND METERING  
POTENTIAL TRANSFORMERS FOR ST. MAURICE SUBSTATION**

**(BID NO. 0521)**

**WHEREAS**, the City wishes to open the bids for the purchase of capacitor voltage transformers and metering potential transformers for the St. Maurice Substation (Bid No. 0521).

**WHEREAS**, this bid was advertised in the *Natchitoches Times* on August 12, and August 19, 2011 in accordance with law; and

**WHEREAS**, the following committee members were appointed to review the bids received: Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Don Mims, Councilman-at-Large; Bryan Wimberly, Director of Utilities; and Mike Hilton, Professional Engineer.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Natchitoches, in legal session convened, that the Honorable Wayne McCullen, Mayor, be and is hereby authorized, empowered and directed to open bids for the purchase of capacitor voltage transformers and metering potential transformers for the St. Maurice Substation (Bid No. 0521).

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

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

**THEREUPON**, Mayor Wayne McCullen declared the Resolution passed by a vote of 4 Ayes to 0 Nays this the 12<sup>th</sup> day of September, 2011.

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

**BID OPENING**

**CITY OF NATCHITOCHE**

**BID # 0521**

**Capacitor Voltage Transformers and Metering Potential Transformers**

**DATE: Monday, September 12, 2011**

**TIME: 7:00 PM**

**LOCATION: City Council Chambers – Second St.**

BIDDER	BASE BID
1. ABB <i>Beaumont, TX</i>	\$ <i>49,870</i>
2. Trench Limited <i>Kenner, LA</i>	\$ <i>48,770</i> ( <i>verify</i> )
3. Wesco <i>Pittsburg, PA</i>	\$ <i>53,068</i>
4.	
5.	
6.	
7.	
8.	
9.	

*Need not total -*

Mr. Mims made a motion that bids be opened and the Mayor Authorized to award the bid for the purchase of capacitor voltage transformers and metering potential transformers for St. Maurice substation, being Resolution 100. The motion was seconded by Mr. Payne.

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

AYES: McCain, Payne, Morrow,  
NAYES: None  
ABSENT: Nielsen

The Mayor declared the motion as PASSED.

Mr. Edd Lee opened the bids the purchase of capacitor voltage transformers and metering potential transformers for St. Maurice substation, bid 0521, as follows:

- |    |  |             |
|----|--|-------------|
| 1) | ADB<br>Beaumont, Texas                         | \$49,870.00 |
| 2) | Trench Limited<br>Kenner, Louisiana            | \$48,770.00 |
| 3) | Westco Distribution<br>Pittsburg, Pennsylvania | \$53,068.00 |

A committee was appointed to evaluate the bids and report back at the next Council meeting.

Mr. Pat Jones, Director of Finance  
Mr. Edd Lee, Director of Purchasing  
Councilman Don Mims  
Bryan Wimberly  
Mike Hilton

**ORDINANCE NO. 051 OF 2011**

**AN ORDINANCE DECLARING CERTAIN BUILDINGS UNSAFE  
AND RECOMMENDING THAT SAME BE DEMOLISHED OR PUT INTO  
REPAIR TO COMPLY WITH THE BUILDING CODE, AUTHORIZING  
NOTICE TO BE SERVED, FIXING HEARING DATE AND APPOINTING  
CURATOR TO REPRESENT ABSENTEES**

WHEREAS, the Director of Planning & Zoning and City Building Inspector have filed written reports with the City Council declaring that the buildings listed below are in a dangerous and unsanitary condition which makes them unsafe and endangering the public welfare, and recommending that said buildings be demolished or put in repair to comply with the Building Code, to-wit:

- 1. Patrice T. Parker, ET Al  
2203 Allen Beulah Rd.  
Marthaville, LA 71450**

**Lot 3 Block 2 of Bailey Heights (1451 Texas Street – 2 story building)**

- 2. Ellis Roberson Estate  
c/o Vanessa Morris  
799 Bayou Derbonne Rd.  
Natchitoches, LA 71457-0000**

**Lot 5 Block LA of Breda Addition (1410 Theophile Street)**

**ORDINANCE NO. 052 OF 2011**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, LOUISIANA, WAYNE MCCULLEN, TO ENTER INTO AND EXECUTE AN EASEMENT AND SERVITUDE OVER AND ACROSS THE PROPERTY OF STAMEY & MILLER PROPERTIES, LLC LOCATED IN THE BLOCK BOUNDED BY SECOND STREET, HORN STREET, LAFAYETTE STREET, AND DUCOURNAU STREET SETTING THE CONSIDERATION, AND OTHER TERMS, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.**

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

**ORDINANCE NO. 045 OF 2011**

**AN ORDINANCE REVOKING THE DEDICATION OF THAT PORTION OF SIMMONS ALLEY BETWEEN ITS INTERSECTION WITH POWELL STREET ON THE EAST AND MAYFIELD STREET ON THE WEST, DECLARING THAT SAID PORTION OF ALLEY IS ABANDONED AND THE DEDICATION REVOKED, RETAINING AN EASEMENT ACROSS THE FORMER ALLEY FOR PUBLIC UTILITY PURPOSES, PROVIDING FOR AN EFFECTIVE DATE OF THE ORDINANCE, AND SAVINGS CLAUSE**

**WHEREAS,** the application has been made to the City of Natchitoches by Henry Johnson, Jr., Willie Mae Gay, Mary Gay Conley, Joseph Besant, Vincent Coefield, Josephine Coefield Stephens and Edward Coefield, requesting the revocation of the dedication of a portion of an alley known as Simmons Alley, but limited to that portion of Simmons Alley which is bounded on the East by Powell Street and on the West by its intersection with Mayfield Street, and which said portion of alley is bounded on the North by property owned by Vincent Coefield, Josephine Coefield Stephens, Edward Coefield and Willie Mae Gay and on the South by property owned by Joseph Besant and Henry Johnson, Jr., and

**WHEREAS FURTHER,** a copy of the assessor's map of the City of Natchitoches which depicts Simmons Alley and its surroundings has been provided to the City, which said map depicts the area in question; and

**WHEREAS FURTHER,** that portion of the right of way of Simmons Alley to be abandoned is more fully described as follows, to-wit:

From the Southwest corner of the intersection of Powell Street and Simmons Alley thence West along the southern right of way of Simmons Alley and the northern property lines of property owned by Joseph Besant and Henry Johnson, Jr. to the eastern right of way of Mayfield Street; thence northerly to the northern right of way of Simmons Alley; thence easterly along the northern right of way of Simmons Alley and the southern property lines of property owned by Willie Mae Gay and Vincent Coefield, Josephine Coefield Stephens and Edward Coefield to the Northwest corner of the intersection of Simmons Alley and Powell Street; thence southerly along the western right of way of Powell Street to the Southwest corner of the intersection of Simmons Alley and Powell Street, being the point of beginning.

**WHEREAS FURTHER**, the City has made an examination of the matter and has determined that this portion of Simmons Alley is not used by the public, has not been used by the public for many, many years, and is not needed by the public for anything other than a right-of-way for public utility purposes which may be placed in the future, and

**WHEREAS FURTHER**, the City Council is of the opinion that the property will not be needed for any public purposes in the foreseeable future; and

**WHEREAS FURTHER**, the said portion of Simmons Alley which will be abandoned is not paved and has no value to anyone except the adjoining property owners; and

**WHEREAS FURTHER**, the said portion of Simmons Alley above described is not being used for public access and the City Council is of the opinion that the said portion of Simmons Alley, above described, should be abandoned and the dedication revoked.

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

**SECTION I:** That all of that portion of Simmons Alley between its intersection with Mayfield Street and Powell Street, and which said portion of Adams Street is further described as being bounded on the North by property of Willie Mae Gay and Vincent Coefield, Josephine Coefield Stephens and Edward Coefield, on the East by Powell Street, on the South by property of Joseph Besant and Henry Johnson, Jr. and on the West by the intersection of Simmons Alley and Mayfield Street, is hereby declared to be abandoned and no longer needed for public purposes whatsoever, and it is further declared that said portion of Simmons Alley has not been used by the public and there is no necessity for its use by the public in the foreseeable future.

**SECTION II:** That the portion of Simmons Alley to be abandoned is more fully described as follows, to-wit:

From the Southwest corner of the intersection of Powell Street and Simmons Alley thence West along the southern right of way of Simmons Alley and the northern property lines of property owned by Joseph Besant and Henry Johnson, Jr. to the eastern right of way of Mayfield Street; thence northerly to the northern right of way of Simmons Alley; thence easterly along the northern right of way of Simmons Alley and the southern property lines of property owned by Willie Mae Gay and Vincent Coefield, Josephine Coefield Stephens and Edward Coefield to the Northwest corner of the intersection of Simmons Alley and Powell Street; thence southerly along the western right of way of Powell Street to the Southwest corner of the intersection of Simmons Alley and Powell Street, being the point of beginning.

**SECTION III:** That portion of Simmons Alley above described is hereby declared to be abandoned and insofar as same may have been dedicated as a public way, said dedication is hereby declared revoked.

**SECTION IV:** Under the provisions of Louisiana Revised Statutes 48:701, the City Council declares that the soil embracing the former right-of-way of the above described portion of Simmons Alley shall, and does hereby revert to the present owners of the land contiguous thereto, in accordance with law, but subject to the following utility easement which is retained by the City.

**SECTION V:** It is understood that this Revocation applies only to the portion of Simmons Alley above described and the City specifically retains a permanent utility easement as described in the following section.

**SECTION VI:** The City of Natchitoches hereby retains a permanent easement over that portion of Simmons Alley hereinabove described, for all public utility purposes.

**SECTION VII:** That a copy of this Ordinance be recorded in the Conveyance Records of Natchitoches Parish, Louisiana.

**SECTION VIII:** That all other Ordinances or parts of Ordinances in conflict are hereby revoked.

**SECTION IX:** This Ordinance shall take effect after publication in accordance with law.

**SECTION X:** That 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 provision herein.

This Ordinance was introduced on the 8<sup>th</sup> day of August, 2011, at a regular meeting of the City Council and advertised in *The Natchitoches Times* on August 26, 2011.

This Ordinance having been submitted to a roll call vote, the vote thereupon was as follows, to-wit:

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

**THEREUPON,** the Mayor declared the Ordinance **PASSED** by a vote of 4 ayes to 0 nays, on this the 12<sup>th</sup> day of September, 2011.

  
WAYNE McCULLEN, MAYOR

  
DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 13<sup>th</sup> day of September 2011 at 10:00 A.M.

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

**RESOLUTION NO. 094 OF 2011**

**RESOLUTION OF THE CITY OF NATCHITOCHEES TO APPROVE  
THE 2011 MUNICIPAL WATER POLLUTION PREVENTION AUDIT REPORT**

**WHEREAS**, the City of Natchitoches owns and operates a Waste Water Treatment facility; and

**WHEREAS**, the Louisiana Department of Environmental Quality ("La DEQ") has permitted the operation of the Waste Water Treatment Facility under LPDES Permit #LA0095222; and

**WHEREAS**, the Natchitoches City Council hereby confirms that it has reviewed and approved the Environmental Audit Report and hereby informs EPA Region 6 that the following actions were taken by the Mayor and the City Council:

1. Reviewed the Municipal Water Pollution Prevention Environmental Audit Report, which is attached to this resolution.
2. Set forth the following actions necessary to maintain permit requirements contained in the NPDES Permit Number LA0095222:

Resolved to provide the necessary funding to provide training opportunities for all water and wastewater personnel.

**WHEREAS**, the Natchitoches City Council acknowledges that the operation of the Waste Treatment Facility is in compliance with the provisions of the LPDES discharge permit.

**NOW, THEREFORE, BE IS RESOLVED** that the Clerk for the City is Natchitoches is hereby authorized and directed to submit to the Louisiana Department of Quality the Annual Environmental Audit Report for the period August, 2010 through July 2011.

**BE IT FURTHER RESOLVED** that the Clerk for the City of Natchitoches is hereby authorized to provide any other information as may be required by the LaDEQ.

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

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

**THEREUPON**, Mayor Wayne McCullen declared the Resolution passed by a vote of 4 ayes to 0 nays, this the 13<sup>th</sup> day of September, 2011.

  
WAYNE McCULLEN, MAYOR

# LOUISIANA

## MUNICIPAL WATER POLLUTION PREVENTION

### MWPP



<i>Facility Name:</i>	City of Natchitoches WWTP
<i>LPDES Permit Number:</i>	LA0095222
<i>Agency Interest (AI) Number:</i>	38060
<i>Address:</i>	Post Office Box 37
	Natchitoches, LA 71458
<i>Parish:</i>	Natchitoches
<i>(Person Completing Form) Name:</i>	HARRY GARSEE
<i>Title:</i>	PLANT MANAGER
<i>Date Completed:</i>	08-23-11

# INSTRUCTIONS

1. Complete only the sections of the Environmental Audit which apply to your wastewater treatment system. Leave sections that do not apply blank and enter a "0" for the point value.
2. Parts 1 through 7 contain questions for which points may be generated. These points are intended to communicate to the department and the governing body or owner what actions will be necessary to prevent effluent violations. Place the point totals from parts 1 through 7 on the Point Calculation page.
3. Add up the point totals.
4. Submit the Environmental Audit to the governing body or owner for review and approval.
5. The governing body must pass a resolution which contains the following items:
  - a. The resolution or letter must acknowledge the governing body or owner has reviewed the Environmental Audit.
  - b. This resolution must indicate specific actions, if any, will be taken to maintain compliance and prevent effluent violations. Proposed actions should address the parts where maximum or close to maximum points were generated in the Environmental Audit.
  - c. The resolution should provide any other information the governing body deems appropriate.

**PART 1: INFLUENT FLOW/LOADINGS (all plants)**

A. List the average monthly volumetric flows and BOD loadings received at your facility during the last reporting year.

Column 1 Average Monthly Flow (million gallons per day, MGD)		Column 2 Average Monthly BOD5 Concentration (mg/l)		Column 3 Average Monthly BOD5 Loading (pounds per day, lb/day)
1.80	x	225	x 8.34 =	3378
1.89	x	218	x 8.34 =	3436
1.66	x	200	x 8.34 =	2769
1.69	x	207	x 8.34 =	2917
1.57	x	390	x 8.34 =	5107
1.68	x	306	x 8.34 =	4287
2.00	x	164	x 8.34 =	2736
1.73	x	200	x 8.34 =	2886
1.82	x	283	x 8.34 =	4295
1.74	x	230	x 8.34 =	3337
1.76	x	434	x 8.34 =	6370
1.86	x	183	x 8.34 =	2838

BOD loading = Average Monthly Flow (in MGD) x Average Monthly BOD concentration (in mg/l) x 8.34

B. List the design flow and design BOD loading for your facility in the blanks below. If you are not aware of these design quantities, refer to your Operation and Maintenance (O&M) Manual or contact your consulting engineer.

Design Flow, MGD:	4.9	x 0.90 =	4.41
Design BOD, lb/day:	9,808	x 0.90 =	8,827

Permit #: LA0095222

C. How many months did the monthly flow (Column 1) to the wastewater treatment facility (WWTF) exceed 90% of design flow? Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

<i>months</i>	0	1	2	3	4	5	6	7	8	9	10	11	12
<i>points</i>	0	0	0	0	0	5	5	5	5	5	5	5	5

Write 0 or 5 in the C point total box 0 C Point Total

D. How many months did the monthly flow (Column 1) to the WWTF exceed the design flow? Circle the number of months and corresponding point total. Write the point total in the box below at the right.

<i>months</i>	0	1	2	3	4	5	6	7	8	9	10	11	12
<i>points</i>	0	5	5	10	10	15	15	15	15	15	15	15	15

Write 0, 5, 10 or 15 in the D point total box 0 D Point Total

E. How many months did the monthly BOD loading (Column 3) to the WWTF exceed 90% of the design loading? Circle the number of months and corresponding point total. Write the point total in the box below at the right.

<i>months</i>	0	1	2	3	4	5	6	7	8	9	10	11	12
<i>points</i>	0	0	5	5	5	10	10	10	10	10	10	10	10

Write 0, 5, or 10 in the E point total box 0 E Point Total

F. How many months did the monthly BOD loading (Column 3) to the WWTF exceed the design loading? Circle the number of months and corresponding point total. Write the point total in the box below at the right.

<i>months</i>	0	1	2	3	4	5	6	7	8	9	10	11	12
<i>points</i>	0	10	20	30	40	50	50	50	50	50	50	50	50

Write 0, 10, 20, 30, 40 or 50 in the F point total box 0 F Point Total

G. Add together each point total for C through F and place this sum in the box below at the right.

**TOTAL POINT VALUE FOR PART 1:** 0 (max = 80)

Also enter this value or 80, whichever is less, on the point calculation table on page 16.

**PART 2: EFFLUENT QUALITY / PLANT PERFORMANCE**

A. List the monthly average effluent BOD and TSS concentrations produced by your facility during the last reporting year.

Month	Column 1 Average Monthly BOD (mg/l)	Column 2 Average Monthly TSS (mg/l)
Aug. 2010	3.2	6.5
Sept.	4.8	6.3
Oct.	8.3	7.4
Nov.	6.8	13.9
Dec.	13.3	14.3
Jan. 2011	13.7	22.9
Feb.	8.6	11.5
March	9.1	10.4
April	10.6	17.1
May	16.3	19.5
June	14.7	14.6
July	13.5	9.5

B. List the monthly average permit limits for your facility in the blanks below.

	Permit Limit		90% of Permit Limit
BOD, mg/l	30	x 0.90 =	27
TSS, mg/l	30	x 0.90 =	27

C. Continuous Discharge to Surface Water.

i. How many months did the effluent BOD (Column 1) exceed 90% of the permit limits? Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

<i>months</i>	0	1	2	3	4	5	6	7	8	9	10	11	12
<i>points</i>	0	0	10	20	30	40	40	40	40	40	40	40	40

Write 0, 10, 20, 30 or 40 in the i point total box 0 i Point Total

ii. How many months did the effluent BOD (Column 1) exceed permit limits? Circle the number of months and corresponding point total. Write the point total in the box below at the right.

<i>months</i>	0	1	2	3	4	5	6	7	8	9	10	11	12
<i>points</i>	0	5	5	10	10	10	10	10	10	10	10	10	10

Write 0, 5, or 10 in the ii point total box 0 ii Point Total

iii. How many months did the effluent TSS (Column 2) exceed 90% of the permit limits? Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

<i>months</i>	0	1	2	3	4	5	6	7	8	9	10	11	12
<i>points</i>	0	0	10	20	30	40	40	40	40	40	40	40	40

Write 0, 10, 20, 30 or 40 in the iii point total box 0 iii Point Total

iv. How many months did the effluent TSS (Column 2) exceed permit limits? Circle the number of months and corresponding point total. Write the point total in the box below at the right.

<i>months</i>	0	1	2	3	4	5	6	7	8	9	10	11	12
<i>points</i>	0	5	5	10	10	10	10	10	10	10	10	10	10

Write 0, 5, or 10 in the iv point total box 0 iv Point Total

v. Add together each point total for i through iv and place this sum in the box below at the right.

**TOTAL POINT VALUE FOR PART 2:** 0 (max = 100)

Also enter this value or 100, whichever is less, on the point calculation table on page 16.

Permit #:

LA0095222

**D. Other Monitoring and Limitations**

- i. At any time in the past year was there an exceedance of a permit limit for other pollutants such as: ammonia-nitrogen, phosphorus, pH, total residual chlorine, or fecal coliform?

√ Check one box.

Yes

No

*If Yes, Please describe:*

Weekly maximum was exceeded due to electrical storm. Power surge on ultra violet lights.

- ii. At any time in the past year was there a "failure" of a Biomonitoring (Whole Effluent Toxicity) test of the effluent?

√ Check one box.

Yes

No

*If Yes, Please describe:*

- iii. At any time in the past year was there an exceedance of a permit limit for a toxic substance?

√ Check one box.

Yes

No

*If Yes, Please describe:*

**PART 3: AGE OF THE WASTEWATER TREATMENT FACILITY**

A. What year was the wastewater treatment facility constructed or last major expansion/improvements completed?

$$\begin{array}{rclcl}
 & & 1993 & & \\
 & & \underline{\hspace{1cm}} & & \\
 \text{Current Year} & - & \text{Answer to A} & = & \text{Age in years} \\
 \underline{2011} & & \underline{1993} & & \underline{18}
 \end{array}$$

Enter Age in Part C below.

B.  Check the type of treatment facility that is employed.

		<b>FACTOR:</b>
<u>  x  </u>	Mechanical Treatment Plant (trickling filter, activated sludge, etc...) Specify Type: _____	2.5
_____	Aerated Lagoon	2.0
_____	Stabilization Pond	1.5
_____	Other Specify Type: _____	1.0

C. Multiply the factor listed next to the type of facility your community employs by the age of your facility to determine the total point value for Part 3.

**TOTAL POINT VALUE FOR PART 3 =**

$$\frac{2.5}{\text{Factor}} \times \frac{18}{\text{Age}} = \boxed{45} \text{ (max = 50)}$$

Also enter this value or 50, whichever is less, on the point calculation table on page 16.

D. Please attach a schematic of the treatment plant.

**PART 4: OVERFLOWS AND BYPASSES**

**A.**  
i. List the number of times in the last year there was an overflow, bypass or unpermitted discharge of untreated or incompletely treated wastewater due to heavy rain:

0 ✓ Check one box.  0 = 0 points       3 = 15 points  
 1 = 5 points       4 = 30 points  
 2 = 10 points       5 or more = 50 points

ii. List the number of bypasses, overflows or unpermitted discharges shown in A (i) that were within the collection system and the number at the treatment plant

Collection System: 0      Treatment Plant: 0

**B.**  
i. List the number of times in the last year there was an overflow, bypass or unpermitted discharge of untreated or incompletely treated wastewater due to equipment failure, either at the treatment plant or due to pumping problems in the collection system:

0 ✓ Check one box.  0 = 0 points       3 = 15 points  
 1 = 5 points       4 = 30 points  
 2 = 10 points       5 or more = 50 points

ii. List the number of bypasses, overflows or unpermitted discharges shown in B (i) that were within the collection system and the number at the treatment plant

Collection System: 0      Treatment Plant: 0

**C.** Specify whether the bypasses came from the city/village/town sewer system or from contract or tributary communities/sanitary districts, etc...

N/A

**D.** Add the point values checked for A and B and place the total in the box below.

**TOTAL POINT VALUE FOR PART 4:**  (max = 100)

Also enter this value or 100, whichever is less, on the point calculation table on page 16.

**E.** List the person responsible (name and title) for reporting overflows, bypasses or unpermitted discharges to State and Federal authorities:

Dwane Steadman

Describe the procedure for gathering, compiling and reporting:

Work orders and trouble reports

**PART 5: SLUDGE STORAGE AND DISPOSAL SITES**

**A. Sludge Storage**

How many months of sludge storage capacity does your facility have available, either on-site or off-site?

Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

<i>months</i>	<2	2	3	4-5	>6
<i>points</i>	50	30	20	10	0

Write 0, 10, 20, 30 or 40 in the A point total box  A Point Total

**B. For how many months does your facility have access to (and approval for) sufficient land disposal sites to provide proper land disposal?**

Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

<i>months</i>	<2	6-11	12-23	24-35	>36
<i>points</i>	50	30	20	10	0

Write 0, 10, 20, 30 or 40 in the B point total box  B Point Total

**C. Add together the A and B point values and place the sum in the box below at the right:**

**TOTAL POINT VALUE FOR PART 5:**  (max = 100)

Also enter this value or 100, whichever is less, on the point calculation table on page 16.

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List any new pollutants you anticipate:

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**D. Add together the point value checked in B and C and place the sum in the box below.**

**TOTAL POINT VALUE FOR PART 6:**  (max = 30)

Also enter this value or 30, whichever is less, on the point calculation table on page 16.

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

**RESOLUTION NO. 097 OF 2011**

**A RESOLUTION TO APPOINT MIKE HILTON TO FILL THE  
UNEXPIRED TERM OF DAVID KING AS COMMISSIONER ON THE  
NATCHITOCHE AIRPORT COMMISSION FOR THE CITY OF NATCHITOCHE**

**WHEREAS**, David King has offered his resignation as a member of the City of Natchitoches Airport Commission; and

**WHEREAS**, Mike Hilton has aviation knowledge and that he is available to attend the monthly commission meetings, as well as fly-ins and other airport activities that may arise; and

**WHEREAS**, the Natchitoches Airport Commission has approved the appointment of Mike Hilton by Resolution No. 03 of 2011.

**WHEREAS**, upon the resignation of Mr. King, the Natchitoches City Council wishes to show its support and approval of Mike Hilton for appointment to the Natchitoches Airport Commission.

**NOW, THEREFORE, BE IT RESOLVED**, that Mike Hilton be and hereby is appointed as a member of the Natchitoches Airport Commission beginning immediately.

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

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

**THEREUPON**, Mayor Wayne McCullen declared the Resolution passed by a vote of 4 Ayes to 0 Nays this the 12<sup>th</sup> day of September, 2011.

  
WAYNE McCULLEN, MAYOR

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

**RESOLUTION NO. 098 OF 2011**

**RESOLUTION OF SUPPORT FOR GRANT APPLICATION  
SUBMITTED TO THE LOUISIANA OFFICE OF COMMUNITY  
DEVELOPMENT, LOCAL GOVERNMENT ASSISTANT PROGRAM**

**WHEREAS**, the Local Government Assistance Program (LGAP) assists units of local government with funding for needed fire protection equipment; and

**WHEREAS**, eligible activities funded through the LGAP Program include fire protection equipment acquisitions; and

**WHEREAS**, Natchitoches Fire Department is in critical need of life-saving equipment that includes thermal imagers.

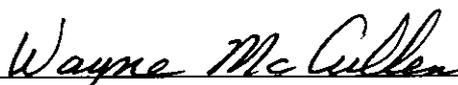
**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Natchitoches is in full support of a grant application submitted by the Natchitoches Fire Department to the Louisiana Office of Community Development, Local Government Assistance Program.

**BE IT FURTHER RESOLVED**, that the Natchitoches City Council does hereby authorize the Mayor to sign the grant application on behalf of the City of Natchitoches.

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

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

**THEREUPON**, Mayor Wayne McCullen declared the Resolution passed by a vote of 4 Ayes to 0 Nays this the 12<sup>th</sup> day of September, 2011.

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

**OFFICE OF COMMUNITY DEVELOPMENT  
LOCAL GOVERNMENT ASSISTANCE PROGRAM**

**Grant Application Package**

**FISCAL YEAR 2011 -2012**



**Division of Administration  
Office of Community Development  
P.O. Box 94095  
Baton Rouge, LA 70804-9095  
Tel: (225)342-7412  
Fax: (225)342-1947  
Website: [www.doa.la.gov/cdbg/lgap.htm](http://www.doa.la.gov/cdbg/lgap.htm)**

**FY 2010-2011  
LOCAL GOVERNMENT ASSISTANCE PROGRAM**

**PURPOSE**

The purpose of the Local Government Assistance Program (LGAP) is to assist units of local governments with funding for needed infrastructure and long-term capital improvements in rural areas. Other federal funds are available through USDA, CDBG, and EPA (Revolving Loan Funds) programs to also assist rural communities in these efforts. LGAP's purpose is to fill the gaps where there are no federal funds available to assist a unit of local government with an identified high priority need. Priority will be given to those projects which identify and resolve basic human health and safety needs.

**ELIGIBILITY AND MAXIMUM GRANT AMOUNTS**

All municipalities and parishes in Louisiana are eligible to participate in the LGAP program with the exception of the following HUD entitlement cities: Alexandria, Baton Rouge, Bossier City, Kenner, Lafayette, Lake Charles, Monroe, New Orleans, and Shreveport.

Maximum grant ceiling amounts are based on the following population ranges.

Villages (1-999) are eligible to apply for up to \$25,000.

Towns (1,000-4,999) are eligible to apply for up to \$35,000.

Cities (5,000-35,000) are eligible to apply for up to \$50,000.

Parishes are eligible to apply for up to \$100,000. (If a parish's incorporated communities' combined maximum ceiling amounts are less than the allocation for the entire parish area, the parish can then apply for more than \$100,000.)

Parishes may apply for projects that serve a parish-wide area or an unincorporated area of the parish.

For the 2010-2011 fiscal year, the maximum allocation amount available per parish area will be approximately \$139,000.00. The Office of Community Development encourages all potential applicants within each parish to prioritize their requests.

## **APPLICATION DUE DATE**

The deadline for submittal of applications for the FY 2010-2011 allocation is September 15, 2010. If hand delivered, the application must be received by the Office of Community Development by 4:30 pm on September 15, 2010. If mailed, the postmark must be stamped no later than September 15, 2010. Any application not meeting the deadline requirements will not be rated, unless there is a balance remaining in that parish's allocation after awards are made.

## **ELIGIBLE ACTIVITIES**

Fire protection, sewer, water, renovations to essential governmental buildings, police protection, land acquisition, demolition, equipment, roads, drainage, and reasonable engineering costs (if associated with construction) are eligible for assistance under this program. In some cases an exception may be made to the above list. In those instances, an overwhelming case must be made for the need of the project and documentation must be included which supports that the project will alleviate the identified health, safety, or quality of life concerns of the citizens within that local government.

## **INELIGIBLE ACTIVITIES**

Previously incurred debt, improvements to private property, on-going salaries, overtime for government employees, administration, engineering-only or planning-only projects, and **costs associated with recreational activities** are not eligible activities under this program.

## **EVALUATION PROCESS**

The evaluation process involves several steps, including a staff review and rating. Rating will be based on the following criteria. For fire protection projects, question number 3 will be used for rating instead of question number 2.

1. Does the proposed project serve the maximum percentage of citizens in the jurisdiction?
2. Does the proposed project improve the health, safety, living conditions, and quality of life of the community?
3. In cases involving fire protection, will the proposed project improve the fire rating of the community?
4. Does the proposed project improve the economic conditions of the area?
5. Is the project cost reasonable/effective?
6. Will LGAP funds be used to match other local, state or federal funds?

The Office of Community Development will evaluate each application to determine its rating and award amount.

## **APPLICATION PROCEDURES**

Complete all of the application forms included herein. An original and one copy of the application must be submitted to the Office of Community Development. If the project involves technical or engineering questions, you may need to consult a qualified expert for design descriptions or budget estimates. A resolution of support from the governmental body must be attached to the application. In addition, the application must include a letter of support from the

state senator and state representative who represents the district in which the project is located. Applications will not be accepted without both the legislative letters of support and the local government resolution of support.

LGAP will NOT provide administration funds to administer the project nor fees for completing the application package. In addition, LGAP will NOT pay for previously incurred debt. Should your project be funded, requests for payments, accompanied by invoices, will be sent to the Office of Community Development. Under no circumstances will the state reimburse costs for invoices dated prior to an executed contract with the unit of local government.

### **EMERGENCY SET-ASIDE**

One million dollars has been set-aside for projects determined to be of an emergency nature which affect the health and safety of residents of an area. The ceiling amount for an individual emergency grant is \$250,000. A unit of local government may receive an emergency grant only once during the fiscal year under this category. The emergency situation must have occurred within 3 months of application submission. Applications will be accepted on a continuous basis. Local governments interested in applying for these funds should first contact the Office of Community Development to discuss the proposed project. If it is determined by the Office of Community Development that the proposed project meets the intent of the program, the local government will be invited to submit an application.

**\*\*Please be aware that if a local government currently has two open grant contracts with our office, it will not be awarded another until one of the others is closed.**

**THE FOLLOWING FORMS MUST BE SUBMITTED TO THE**

**OFFICE OF COMMUNITY DEVELOPMENT**

**LGAP Program**

**Post Office Box 94095**

**Baton Rouge, LA 70804-9095**

- 1) Cover page
- 2) Classification page
- 3) Project description
- 4) Proposed budget summary and instructions
- 5) Local government assurances
- 6) Resolution of support from governmental agency/governing body
- 7) Support letter from state senator and state representative

**LOCAL GOVERNMENT ASSISTANCE PROGRAM  
2010 - 2011 GRANT APPLICATION**

**COVER PAGE**

**COMPLETE ALL SECTIONS:** (Incomplete forms may disqualify or reduce a grant award.)

GOVERNMENTAL FISCAL AGENCY: (Name of Municipality or Parish)

City of Natchitoches

ADDRESS OF LOCAL GOVERNMENT: P.O. Box 37  
Natchitoches, LA 71457

PHYSICAL ADDRESS OF PROJECT (Including the 9-digit Zip Code):

578 Second Street  
Natchitoches, LA 71457-4646

CHIEF ELECTED OFFICIAL: (Mayor or Parish President's Name)

Wayne McCullen, Mayor

CONTACT PERSON (if different from the head of government)

Dennie C. Boyt, Fire Chief

PHONE: 318-357-3860 FAX: 318-357-3868

EMAIL ADDRESS: dboyt@natchitochesla.gov

APPLICATION PREPARED BY (if different from the contact person):

AMOUNT REQUESTED: \$ 39,980.00

FEDERAL TAX IDENTIFICATION NUMBER: 72-6000931

# CLASSIFICATION PAGE

**COMPLETE ALL SECTIONS:** (Incomplete forms may disqualify or reduce a grant award.)

NAME OF PARISH: Natchitoches

NAME OF MUNICIPALITY: City of Natchitoches

POPULATION: Please check the appropriate category based on 2000 Census figures.

- Village (1 - 999 citizens) \_\_\_\_\_ population
- Town (1,000 - 4,999 citizens) \_\_\_\_\_ population
- City (5,000 - 35,000 citizens) 18,811 population
- Parish \_\_\_\_\_ population

OTHER LOCAL, STATE OR FEDERAL GOVERNMENT AGENCIES/PARTICIPANTS IN PROJECT:

IS THE PROPOSED PROJECT LOCATED ON PUBLICLY OWNED LAND?  Yes  No

IS THE BUILDING PUBLICLY OWNED?  Yes  No

IF THIS PROJECT INVOLVES FIRE PROTECTION, ESTIMATE THE CHANGE IN FIRE RATING:  
Current PPC2 Future PPC2

LEGISLATIVE REPRESENTATION: Please provide the names of the State Senator and the State Representative for the area where the project will occur.

State Senator: Gerald Long

State Representative: Rick Nowlin

# PROJECT DESCRIPTION

Should you need more space, you may continue on another page.

**COMPLETE ALL SECTIONS:** (Incomplete forms may disqualify or reduce a grant award.)

**Be specific and state what you plan to spend the money on and what you want to do (what, where, why, how), if awarded. We need all information to process, review and rate applications. Grant applications cannot be reviewed without detailed information on the benefit to the local community and how the money will be spent.**

1. BRIEFLY DESCRIBE THE FULL INTENT (PURPOSE) OF THE PROPOSED PROJECT:

The purpose of the project is to fund the acquisition of critically needed fire protection equipment: four thermal imaging cameras.

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2. DETAILED DESCRIPTION OF PROJECT. (Specify what the funds will be used for) 1) Itemize any equipment to be purchased. 2) If sewer/water lines or streets, how many feet, miles, or blocks? 3) If constructing a building, how many square feet, type of structure, etc. 4) If renovating a building, please specify: interior/exterior, roofing, plumbing, electrical, ADA handicapped access / fire code requirements, et cetera.

The grant funds will be used for the purchase of the following fire protection equipment: \_\_\_\_\_

Three (4) thermal imaging cameras at \$9,995 each for a total of \$39,980 \_\_\_\_\_

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## **Instructions for Completing LGAP Proposed Budget Summary**

The following instructions for each budget category are based on the **LOUISIANA ACCOUNTING AND UNIFORM GOVERNMENTAL HANDBOOK**, which is available on the Division of Administration's website at <http://www.doa.la.gov/cdbg/lgap.htm>, or upon request to OCD, a hard copy of the handbook will be provided to any applicant. Please carefully review these instructions before completing the budget categories.

**The LGAP will pay for contract labor only.** Ongoing or administrative salaries can be shown in this budget summary for credit as part of the local government's matching funds.

### **Construction Contract**

Amounts to be paid by the grant recipient for construction contracts.

### **Supplies**

Only project related materials will be reimbursed.

### **Permanent Property**

Expenditures for acquiring fixed assets including land or existing buildings, improvements of ground, initial equipment, additional equipment, and replacement of equipment.

### **Other Items**

Amounts paid for goods and services not otherwise listed in the above categories.

**NO PAYMENT WILL BE MADE FOR INVOICES FOR PROJECT WORK COMPLETED PRIOR TO AWARD. PAYMENTS FOR APPROVED INVOICES WILL BE MADE ACCORDING TO TERMS OF A SIGNED AND EXECUTED CONTRACT AFTER AN AWARD IS MADE.**

"Local Funds" are any funds included in the total project costs, which are contributed by the unit of local government making the application. "Private Funds" are those from sources other than governmental entities, such as private businesses, bank, etc. "Other State Funds" include any other funds received through other state programs. "Federal funds" include funds from EPA, USDA, etc.

# PROPOSED BUDGET SUMMARY

**COMPLETE ALL SECTIONS:** (Incomplete forms may disqualify or reduce a grant award.)  
**Refer to next page for an explanation of the spending categories.**

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
SPENDING CATEGORY	AMOUNT REQUESTED FROM LGAP	AMOUNT OF MATCH BY LOCAL GOVERNMENT	SPECIFY OTHER FUNDS AND SOURCE (private, federal, other state monies)	TOTAL
SALARIES				
CONSTRUCTION CONTRACT				
SUPPLIES Not Permanent				
PERMANENT PROPERTY Includes Equipment	\$39,980			
OTHER Explain Below				
PROJECT TOTAL				

**\*SHADED AREAS CANNOT BE USED TO ENTER REQUEST FOR FUNDS**

# Local Government Assurances

**COMPLETE ALL SECTIONS:** (Incomplete forms may disqualify or reduce a grant award.)

## FISCAL ASSURANCES

1. The local government agency (LGA) assures that all programs, activities, and expenditures of funds conducted in association with this program are in direct compliance with the provisions of the LGAP.
2. The LGA assures that funding received under the LGAP will not replace or reduce funding for existing programs.
3. The LGA assures that it will provide for proper fiscal control and accounting procedures as may be required for fiscal audit.

## PROGRAMMATIC ASSURANCES

1. The LGA assures that it will comply with R.S. 24:513 (State Audit Law), and the State of Louisiana public bidding procedures.
2. The LGA assures that, as applicable, it will comply with all federal and state laws, executive orders, and/or regulations.
3. The recipient of this grant assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this grant.
4. The LGA assures that no funds will be used on private property.
5. By acceptance of this grant, the LGA acknowledges that any LGAP grant will not be open beyond two years from the effective date of the signed contract, unless an extension request has been approved. The LGA will not be eligible for further LGAP funding until that grant is closed.
6. The recipient of the grant assures that funds requested in the grant will be used for the stated purpose only and within the time frame stated. Proof of proper expenditure of these funds will be required through invoices, canceled checks, copies of contracts, and other documentation. Failure to comply with any part of this agreement will result in termination of this grant and require any funds paid to be returned to the Office of Community Development.

I UNDERSTAND THAT, UNDER STATE LAW, NO REIMBURSEMENT CAN BE MADE FOR ANY INVOICES FOR WORK OR PURCHASES BEFORE THERE IS AN EXECUTED WRITTEN CONTRACT SIGNED BY BOTH THE LOCAL GOVERNMENT AND THE DIVISION OF ADMINISTRATION.

Wayne McCullen  
Chief Elected Official

Mayor  
Title

Wayne McCullen  
Type Name Here

September 12, 2011  
Date

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

**RESOLUTION NUMBER 101 OF 2011**

**A RESOLUTION APPROVING WORK ORDER ADDENDUM NO. THREE TO OPEN GENERAL SERVICES AGREEMENT NO. ONE, BETWEEN AIRPORT DEVELOPMENT GROUP, INC. AND THE CITY OF NATCHITOCHEES TO EXTEND THE SCOPE OF WORK TO INCLUDE THE DESIGN OF OVERLAY FOR THE TERMINAL APRON, AND AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEES, WAYNE MCCULLEN, TO EXECUTE SAID WORK ORDER ADDENDUM (AIP PROJECT NO. 3-22-0034-017-2011)**

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

**WHEREAS FURTHER**, the City Council of the City of Natchitoches, Louisiana, authorized the Mayor of the City of Natchitoches, Louisiana to execute a Work Order Addendum No. Three to the Open General Services Agreement with Airport Development Group, Inc., for engineering services for the design of overlay for the terminal apron.

**WHEREAS FURTHER**, the work described in the Work Order Addendum No. Three to the Open General Service Agreement will enhance the Natchitoches Regional Airport; and

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

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

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

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

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

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

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

**THEREUPON**, Mayor Wayne McCullen declared the Resolution passed by a vote of 4 Ayes to 0 Nays this the 12<sup>th</sup> day of September, 2011.

  
\_\_\_\_\_  
WAYNE MCCULLEN, MAYOR

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

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

WITNESSETH:

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

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

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

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

1. Engineering design for construction project of approximately \$516K of airport improvements:

**1. Strengthening Overlay of Terminal Area Apron (16,000 S.Y.)**

Add the following to Section 1 of the Open General Services Agreement No. One solely for Basic Services for this work item:

1.1 General

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

1.2 Design Phase

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

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

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

- 1.2.3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable project costs (cost estimates).
- 1.2.4. Provide topographic and cross section survey as necessary to determine existing layout, grades and elevations.
- 1.2.6 Provide soils/pavement investigation to determine the thickness, nature and condition of existing soils and pavements as necessary in order to establish design criteria for new pavements, embankments and/or drainage structures.
- 1.2.7. On the basis of the preliminary design and the revised opinion of probable project cost, prepare for incorporation in the contract documents final drawings to show the character and extent of the project (hereinafter called "drawings"), specifications and contract documents in accordance with FAA standards, as applicable.
- 1.2.8. Furnish to SPONSOR such documents and design data as may be required so that SPONSOR can obtain approval of the FAA or any such governmental authorities as have jurisdiction over design criteria applicable to the project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities. If required, ENGINEER and/or SPONSOR shall certify such documents to the FAA prior to advertising for bids.
- 1.2.9. Advise SPONSOR of any adjustments to the latest opinion of probable project cost caused by changes in extent or design requirements of the project or construction costs and furnish a revised opinion of probable project cost based on the final drawings and specifications.
- 1.2.10. Prepare a design engineer's report, including pavement design, estimates of final quantities and construction costs and identification of deviations from FAA design standards as well as justification for such deviation. This report will be submitted at the time of submittal of final drawings and specifications to the SPONSOR, State and the FAA.
- 1.2.11. Prepare for review and approval by FAA, SPONSOR, his legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- 1.2.12. Furnish up to five copies of the above documents for review by SPONSOR, State and FAA.

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

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

5.1.1.1.a <u>Amount of payment for Item A:</u>	
Design	- a lump sum fee of \$50,000.
Total Basic Services	\$ 50,000.

5.1.2.2. Times of Payments.

ENGINEER shall submit monthly statements for salaries and other expenses and for reimbursable expenses incurred. SPONSOR shall make prompt monthly payments in response to

ENGINEER's monthly statements. The fixed fee shall be due and payable when the final invoice is submitted. The record drawings and final construction report shall be submitted to the SPONSOR and FAA not more than 120 calendar days from the final acceptance of all construction on the project.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 13 day of September, 2011.

**SPONSOR:**

CITY OF NATCHITOCHEs

By Wayne McCullen  
Wayne McCullen, Mayor

Attest: W. S. Stearns

**CONSULTANT:**

AIRPORT DEVELOPMENT GROUP, INC.

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

Attest: Gary Behrens  
Gary Behrens

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

**RESOLUTION NUMBER 102 OF 2011**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT AND ACCEPT A GRANT FROM THE FEDERAL AVIATION ADMINISTRATION FOR A PROJECT AT THE NATCHITOCES REGIONAL AIRPORT, PROVIDING FOR ADVERTISING AND AN EFFECTIVE DATE**

**WHEREAS**, the City of Natchitoches, Louisiana (sometimes hereinafter "City"), submitted a project application dated July 29, 2010, for a grant of Federal funds for a project at the Natchitoches Regional Airport, which said Project Application has been approved by the Federal Aviation Administration (sometimes hereinafter "FAA"); and

**WHEREAS FURTHER**, the FAA has approved a project for the Natchitoches Regional Airport for the design of main apron rehabilitation; and

**WHEREAS FURTHER**, attached hereto is the Grant Agreement, bearing Grant Number 3-22-0034-017-2011, DUNS Number 020610366, and dated August 31, 2011; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches has reviewed the Grant Agreement attached hereto, and has approved its form and does desire to enter into and accept the Grant from the FAA; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches is of the opinion that it is in the interest of the City to accept the Grant from the FAA and enter into the Grant Agreement; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches, authorizes the Mayor of the City of Natchitoches, Wayne McCullen, to accept the Grant from the FAA and to execute the attached Grant Application on behalf of the City of Natchitoches; and

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Natchitoches, in legal session convened, that Mayor Wayne McCullen, be and is hereby authorized, directed and empowered to accept the Grant from the FAA and to enter into and execute the attached Grant Application on behalf of the City of Natchitoches, Louisiana.

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

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

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

**THEREUPON**, Mayor Wayne McCullen declared the Resolution passed by a vote of 4 Ayes to 0 Nays this the 12<sup>th</sup> day of September, 2011.

  
WAYNE McCULLEN, MAYOR



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## GRANT AGREEMENT

### PART I – OFFER

---

August 31, 2011

*Date of Offer*

Natchitoches Regional

*Airport*

3-22-0034-017-2011

*Grant No*

020610366

*DUNS No*

**TO:** City of Natchitoches  
(herein called the "Sponsor")

**FROM:** **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a *Project Application* dated August 29, 2011, for a grant of Federal funds for a project at or associated with the Natchitoches Regional Airport, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

**WHEREAS**, the FAA has approved a project for the Airport (herein called the "Project") consisting of the following:

**Rehabilitate South Portion of Apron- Phase 1 Design**

all as more particularly described in the Project Application.

**NOW THEREFORE**, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act," and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, **ninety-five (95) per centum** thereof.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

**CONDITIONS**

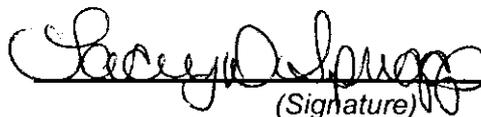
1. The maximum obligation of the United States payable under this Offer shall be **\$48,925.00**. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:  
**\$48,925.00** for airport development or noise program implementation.
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 12, 2011**, or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.
8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
9. **LETTER OF CREDIT:** The Sponsor agrees to request cash drawdowns on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.
10. **INFORMAL LETTER AMENDMENT OF AIP PROJECTS:** It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the

United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.

11. **AIR AND WATER QUALITY:** Approval of the project included in this agreement is conditioned on the Sponsor's compliance with applicable air and water quality standards in accomplishing project construction. Failure to comply with this requirement may result in suspension, cancellation, or termination of Federal assistance under this agreement.
12. **BUY AMERICAN REQUIREMENT:** Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
13. **REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE:** The Sponsor agrees that it will maintain an active Central Contractor Registration (CCR) database registration with current information at all times during which it has an active Federal award (i.e. an open AIP grant).
14. **MAXIMUM OBLIGATION INCREASE FOR NONPRIMARY AIRPORTS:** In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
  - a. may not be increased for a planning project;
  - b. may be increased by not more than 15 percent for development projects;
  - c. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

  
(Signature)

Lacey D. Spriggs

(Typed Name)

Manager, Louisiana/New Mexico Airport  
Development Office

(Title)

**PART II - ACCEPTANCE**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this 12<sup>th</sup> day of September, 2011.

**City of Natchitoches**

(Name of Sponsor)

Wayne McCullen

(Signature of Sponsor's Designated Official Representative)

By:

Wayne McCullen

(Typed Name of Sponsor's Designated Official Representative)

Title:

Mayer

(Typed Title of Sponsor's Designated Official Representative)

Attest:

Gm Zee  
Stacy McIlwain

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, Ronald E. Corkern, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Louisiana. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at 11:20 AM this 13<sup>th</sup> day of September, 2011.

By

Ronald E. Corkern

(Signature of Sponsor's Attorney)

(Package revised 12/23/03)

**APPLICATION FOR  
FEDERAL ASSISTANCE**

1. TYPE OF SUBMISSION: Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction		2. Date Submitted	Applicant Identifier 3-22-0034-017-2011
Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		3. Date Received By State	State Application Identifier
		4. Date Received By Federal Agency	Federal Identifier

**5. APPLICANT INFORMATION**

Legal Name: City of Natchitoches	Organizational Unit: Department: Natchitoches Regional Airport
Organizational DUNS: 020610366	Division: Purchasing
Address: Street: P.O. Box 37	Name and telephone number of person to be contacted on matters involving this application (give area code) Prefix: Mr. First Name: Edd
City: Natchitoches	Middle Name:
Parish: Natchitoches Parish	Last Name: Lee
State: Louisiana Zip Code: 71458	Suffix:
Country: United States	Email: <u>elee@natchitochesla.gov</u>

**6. EMPLOYER IDENTIFICATION NUMBER (EIN):**

7 2 - 6 0 0 0 9 3 1

Phone number (give area code): 318.357.3824	FAX number (give area code): 318.357.3869
8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es): (See back of form for description of letters) <input type="checkbox"/> <input type="checkbox"/> Other (specify)	7. TYPE OF APPLICANT: (See back of form for Application Types) <input type="checkbox"/> C Other (specify)
9. NAME OF FEDERAL AGENCY Federal Aviation Administration - Fort Worth, Texas	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Design of Main Apron Rehabilitation (16,000 S.Y.)

**10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER**

2 0 - 1 0 6

TITLE:

Airport Improvement Program

12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.): Natchitoches, Natchitoches Parish, Louisiana	14. CONGRESSIONAL DISTRICTS OF a. Applicant 4 <sup>th</sup> b. Project 4 <sup>th</sup>
13. PROPOSED PROJECT Start Date 7/10 Ending Date 12/10	16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS a. Yes. <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE: b. No. <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

**15. ESTIMATED FUNDING**

a. Federal	\$	48,925	.00
b. Applicant	\$		.00
c. State	\$	2,575	.00
d. Local	\$		.00
e. Other	\$		.00
f. Program income	\$		.00
g. TOTAL	\$	51,500	.00

**16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS**

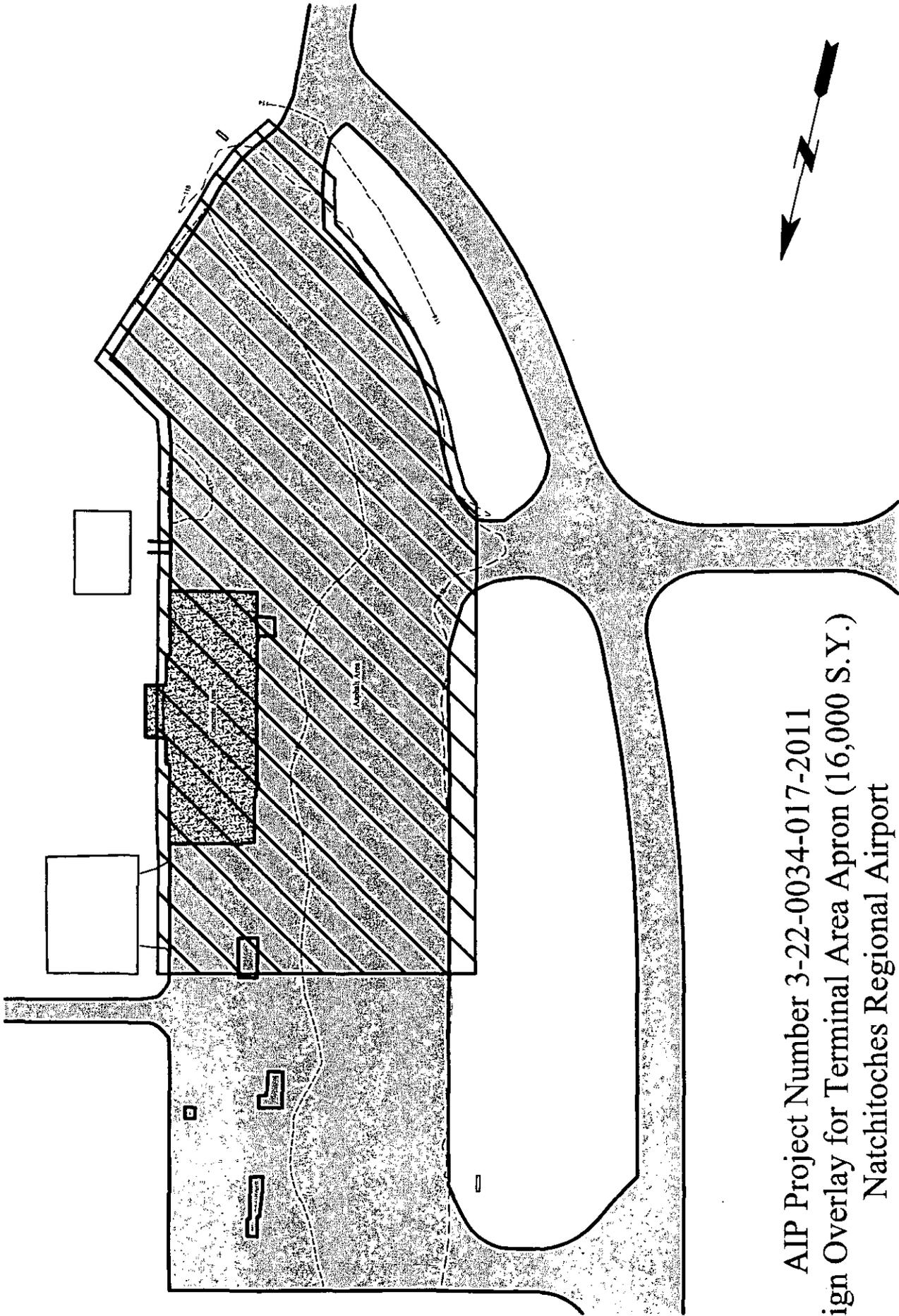
a. Yes.  THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON  
DATE:  
b. No.  PROGRAM IS NOT COVERED BY E. O. 12372  
 OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

**17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?** Yes If "Yes" attach an explanation  No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED

a. Authorized Representative Prefix: Mr. First Name: Wayne Middle Name:	
Last Name: McCullen Suffix:	
b. Title: Mayor c. Telephone number (give area code): 318.352.2772	
d. Signature of Authorized Representative <i>Wayne McCullen</i> e. Date Signed: 8-29-11	





AIP Project Number 3-22-0034-017-2011  
Design Overlay for Terminal Area Apron (16,000 S.Y.)  
Natchitoches Regional Airport

**PART II**

**PROJECT APPROVAL INFORMATION  
SECTION A**

Item 1.

Does this assistance request require State, local, regional, or other priority rating?

Yes  No

Name of Governing Body:  
Priority:

Item 2.

Does this assistance request require State, or local advisory, educational or health clearances?

Yes  No

Name of Agency or Board:  
(Attach Documentation)

Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?

Yes  No

(Attach Comments)

Item 4.

Does this assistance request require State, local, regional or other planning approval?

Yes  No

Name of Approving Agency:

Date: / /

Item 5.

Is the proposal project covered by an approved comprehensive plan?

Yes  No

Check one: State   
Local   
Regional

Location of Plan:  
Action Plan – LaDOTD/FAA

Item 6.

Will the assistance requested serve a Federal installation?

Yes  No

Name of Federal Installation:  
Federal Population benefiting from Project:

Item 7.

Will the assistance requested be on Federal land or installation?

Yes  No

Name of Federal Installation:  
Location of Federal Land:  
Percent of Project:

Item 8.

Will the assistance requested have an impact or effect on the environment?

Yes  No

See instruction for additional information to be provided

Item 9.

Will the assistance requested cause the displacement of individuals, families, businesses, or farms?

Yes  No

Number of:  
Individuals:  
Families:  
Businesses:  
Farms:

Item 10.

Is there other related Federal assistance on this project previous, pending, or anticipated?

Yes  No

See instructions for additional information to be provided.

**INSTRUCTIONS FOR 5100-100 PART II A**  
**Project Approval Information**

Negative answers will not require an explanation unless the federal agency requests more information at a later date. Provide supplementary data for all "Yes" answers in the space provided in accordance with the following instructions.

**Item 1** - Provide the name of the governing body establishing the priority system and the priority rating assigned to this project.

**Item 2** - Provide the name of the agency or board which issued the clearance and attach the documentation of status or approval

**Item 3** - Attach the clearinghouse comments for the application in accordance with the instructions contained in Office of Management and Budget Circular No. A-95. If comments were submitted previously with a preapplication, do not submit them again but any additional comments received from the clearinghouse should be submitted with this application.

**Item 4** - Furnish the name of the approving agency and the approval date.

**Item 5** - Show whether the approved comprehensive plan is State, local, or regional, or if none of these, explain the scope of the plan. Give the location where the approved plan is available for examination and state whether this project is in conformance with the plan.

**Item 6** - Show the Federal population residing or working on the federal installation who will benefit from this project.

**Item 7** - Show the percentage of the project work that will be conducted on federally-owned or leased land. Give the name of the Federal installation and its location.

**Item 8** - Briefly describe the possible beneficial and/or harmful impact on the environment because of the proposed project. If an adverse environment impact is anticipated, explain what action will be taken to minimize the impact. Federal agencies will provide separate instructions if additional data is needed.

**Item 9** - State the number of individuals, families, businesses, or farms this project will displace. Federal agencies will provide separate instructions if additional data is needed.

**Item 10** - Show the Federal Domestic Assistance Catalog number, the program name, the type of assistance, the status and amount of each project where there is related previous, pending, or anticipated assistance. Use additional sheets, if needed

**Paperwork Reduction Act Statement:** The information collected on this form allows sponsors of public use airports or public agencies to apply for one or more projects in a form prescribed by the Secretary of Transportation.

Title 49, United States Code (U.S.C.), Section 47105, identifies the information required to apply for this program. The forms prescribed to meet this requirement are developed to provide a comprehensive format that allows sponsors to provide the data needed to evaluate the request for funds. The burden for each response is estimated to be 28 hours. Approved applications benefit the sponsor by providing Federal funding to protect the Federal interest in safety, efficiency, and utility of the Nation's airport system. No assurance of confidentiality can be given since these become public records. If you wish to make any comments concerning the accuracy of this burden estimate or any suggestions for reducing this burden, send to Federal Aviation Administration, ARP-10, 800 Independence AVE, SW, Washington, DC 20591. Please note that an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number, which is 2120-0569 for this collection. Comments concerning the accuracy of this burden and suggestions for reducing the burden should be directed to the FAA at: 800 Independence Ave SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ABA-20

**PART II - SECTION C**

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use. - The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

N/A

2. Defaults. - The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

N/A

3. Possible Disabilities. - There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

N/A

4. Consistency with Local Plans. - The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest - It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users. In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

Yes

7. Public Hearings. - In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

8. Air and Water Quality Standards. - In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

**PART II - SECTION C (Continued)**

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

10. Land. – (a) The sponsor holds the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land\* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A"

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*\*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

## PART III - BUDGET INFORMATION - CONSTRUCTION

## SECTION A - GENERAL

1. Federal Domestic Assistance Catalog No. .... 20-106
2. Functional or Other Breakout..... Airport Improvement Program

## SECTION B - CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 0.00
2. Preliminary expense			1,500.00
3. Land, structures, right-of-way			0.00
4. Architectural engineering basic fees			50,000.00
5. Other Architectural engineering fees			0.00
6. Project inspection fees			0.00
7. Land development			0.00
8. Relocation Expenses			0.00
9. Relocation payments to Individuals and Businesses			0.00
10. Demolition and removal			0.00
11. Construction and project improvement			0.00
12. Equipment			0.00
13. Miscellaneous			0.00
14. Total (Lines 1 through 13)			51,500.00
15. Estimated Income (if applicable)			0.00
16. Net Project Amount (Line 14 minus 15)			51,500.00
17. Less: Ineligible Exclusions			0.00
18. Add: Contingencies			0.00
19. Total Project Amt. (Excluding Rehabilitation Grants)			51,500.00
20. Federal Share requested of Line 19			49,925.00
21. Add Rehabilitation Grants Requested (100 Percent)			0.00
22. Total Federal grant requested (lines 20 & 21)			49,925.00
23. Grantee share			0.00
24. Other shares			2,575.00
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$ 51,500.00

**INSTRUCTIONS**  
**PART III**  
**SECTION A. GENERAL**

1. Show the Federal Domestic Assistance Catalog Number from which the assistance is requested. When more than one program or Catalog Number is involved and the amount cannot be distributed to the Federal grant program or catalog number on an over-all percentage basis, prepare a separate set of Part III forms for each program or Catalog Number.

However, show the total amounts for all programs in Section B of the *basic* application form.

2. Show the functional or other categorical breakouts, if required by the Federal grantor agency. Prepare a separate set of Part III forms for each category.

**SECTION B. CALCULATION OF FEDERAL GRANT**

When applying for a new grant, use the Total Amount Column only. When requesting revisions of previously awarded amounts, use all columns.

**Line 1** - Enter amounts needed for administration expenses including such items as travel, legal fees, rental of vehicles and any other expense items expected to be incurred to administer the grant. Include the amount of interest expense when authorized by program legislation and also show this amount under Section E Remarks.

**Line 2** - Enter amounts pertaining to the work of locating and designing, making surveys and maps, sinking test holes, and all other work required prior to actual construction.

**Line 3** - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

**Line 4** - Enter basic fees for architectural engineering services.

**Line 5** - Enter amounts for other architectural engineering services, such as surveys, tests, and borings.

**Line 6** - Enter fees for inspection and audit of construction and related programs.

**Line 7** - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

**Line 8** - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

**Line 9** - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

**Line 10** - Enter the gross salaries and wages of employees of the grantee who will be directly engaged in performing demolition or removal of structures from developed land. This line should show also the cost of demolition or removal of improvements on developed land under a third party contract. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

**Line 11** - Enter amounts for the actual construction of, addition to, or restoration of a facility. Also, include in this category the amounts of project improvements such as sewers, streets, landscaping, and lighting.

**Line 12** - Enter amounts for equipment both fixed and movable exclusive of equipment used in construction. For example, include amounts for permanently attached laboratory tables, built-in audio visual systems, movable desks, chairs, and laboratory equipment.

**Line 13** - Enter amounts for items not specifically mentioned above.

**Line 14** - Enter the sum of Lines 1-13.

**Line 15** - Enter the estimated amount of program income that will be earned during the grant period and applied to the program.

**Line 16** - Enter the difference between the amount on Line 14 and the estimated income shown on Line 15.

**Line 17** - Enter the amounts for those items, which are a part of the project but not subject to Federal participation (See Section C, Line 26g, Column (1)).

**Line 18** - Enter the estimated amount for contingencies. Compute this amount as follows. Subtract from the net project amount shown on Line 16 the ineligible project exclusions shown on Line 17 and the amount, which is excluded from the contingency provisions shown in Section C, Line 26g, Column (2). Multiply the computed amount by the percentage factor allowed by the grantor agency in accordance with the Federal program guidance. For those grants, which provide for a fixed dollar allowance in lieu of a percentage allowance, enter the dollar amount of this allowance.

**Line 19** - Show the total amount of Lines 16, 17, and 18. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

**Line 20** - Show the amount of Federal funds requested exclusive of funds for rehabilitation purposes.

**Line 21** - Enter the estimated amounts needed for rehabilitation expense if rehabilitation grants to individuals are made for which grantees are reimbursed 100 percent by the Federal grantor agency in accordance with program legislation. If the grantee shares in part of this expense, show the total amount on Line 13 instead of on Line 21 and explain in Section E.

**Line 22** - Show the total amount of the Federal grant requested.

**Line 23** - Show the amount from Section D, Line 27h.

**Line 24** - Show the amount from Section D, Line 28c.

**Line 25** - Self-explanatory.

**SECTION C - EXCLUSIONS**

Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a. N/A	\$	\$
b.		
c.		
d.		
e.		
f.		
g. <b>Totals</b>	\$	\$

**SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE**

27. Grantee Share	\$ 0.00
a. Securities	0.00
b. Mortgages	0.00
c. Appropriations (By Applicant)	0.00
d. Bonds	0.00
e. Tax Levies	0.00
f. Non Cash	0.00
g. Other (Explain)	0.00
h. TOTAL - Grantee share	0.00
28. Other Shares	0.00
a. State	2,575.00
b. Other	0.00
c. Total Other Shares	0.00
29. TOTAL	\$ 2,575.00

**SECTION E - REMARKS**

Empty space for remarks.

**PART IV PROGRAM NARRATIVE (Attach - See Instructions)**

**INSTRUCTIONS**  
**PART III**  
**SECTION C. EXCLUSIONS**

**Line 26 a-g** - Identify and list those costs in Column (1), which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

Show in Column (2) those project costs that are subject to Federal participation but are not eligible for inclusion in the amount used to compute contingency amounts as provided in the Federal grantor agency instructions.

**SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE**

**Line 27 a-g** - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

**Line 28b** - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E Remarks.

**Line 28c** - Show the total of Lines 28a and 28b. This amount must be the same as the amount shown in Section B, Line 24.

**Line 29** - Enter the totals of Line 27h and 28c.

**Line 27h** - Show the total of Lines 27 a-g. This amount must equal the amount shown in Section B, Line 23.

**Line 28a** - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash contribution, explain what the contribution will consist of under Section E Remarks.

**SECTION E. OTHER REMARKS**

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

**PART IV**  
**PROGRAM NARRATIVE**  
*(Suggested Format)*

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

**PROJECT : Design Strengthening Overlay for Terminal Apron**

**AIRPORT : Natchitoches Regional Airport**

**1. Objective:**

This project is to design a strengthening overlay to the Terminal Area apron. The design will look at both an asphaltic and concrete overlay. If asphalt is used the design will incorporate "hard stands" for parking of some aircraft. This project will also correct some grade issues and provide for a jet fuel resistant surface

**2. Benefits Anticipated:**

This project will increase the strength of the terminal apron to accommodate corporate jet traffic that is already using the airport. Additionally it will provide for a jet fuel resistant surface on the terminal area apron.

**3. Approach :** *(See approved Scope of Work in Final Application)*

The design will look at both asphalt and concrete overlays to the existing asphalt apron. The asphalt design will include areas for "hard stands" for parking of helicopters and heavier aircraft during the hot summer months.

**4. Geographic Location:**

The Natchitoches Regional Airport is located in the City of Natchitoches, Natchitoches Parish, Louisiana.

LAT 31°33'41.88"N

LON 91°30'22.50"W

**5. If Applicable, Provide Additional Information:**

The terminal area apron has some areas where the existing pavement is starting to breakdown and needs to be addressed before it spreads to surrounding pavement. Additionally, there are some grade issues from a concrete area that was installed in front of the fuel farm several years ago.

**6. Sponsor's Representative:** *(include address & telephone number)*

Edd Lee

P.O. Box 37

Natchitoches, LA 71458

318-357-3824 (P)

**INSTRUCTIONS**  
**PART IV**  
**PROGRAM NARRATIVE**

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

**1. OBJECTIVES AND NEED FOR THIS ASSISTANCE.**

Pinpoint any relevant physical, economic, social, financial, institutional, or other problems requiring a solution.

Demonstrate the need for assistance and state the principal and subordinate objectives of the project. Supporting documentation or other testimonies from concerned interests other than the applicant may be used. Any relevant data based on *planning studies* should be included or footnoted.

**2. RESULTS OR BENEFITS EXPECTED.**

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

**3. APPROACH**

a. Outline a plan of action pertaining to the scope and detail of how the proposed work will be accomplished for each grant program. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as design or technological innovations, reductions in cost or time, or extraordinary social and community involvements.

b. Provide each grant program monthly or quarterly quantitative projections of the accomplishments to be achieved, if possible. When accomplishments cannot be quantified, list the activities in chronological order to show the schedule of accomplishments and their target dates.

c. Identify the kinds of data to be collected and maintained, and discuss the criteria to be used to evaluate the results and success of the project. Explain the methodology that will be used to determine if the needs identified and discussed are being met and if the results and benefits identified in Item 2 are being achieved.

d. List each organization, cooperator, consultant, or other key individuals who will work on the project along with a short description of the nature of their effort or contribution.

**4. GEOGRAPHIC LOCATION.**

Give a precise location of the project and area to be served by the proposed project. Maps or other graphic aids may be attached.

**5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:**

a. Describe the relationship between this project and other work planned, anticipated, or underway under the Federal Assistance listed under Part II, Section A, Item 10.

b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.

c. Discuss accomplishments to date and list in chronological order a schedule of accomplishments, progress, or milestones anticipated with the new funding re-quest. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope or objectives have changed or an *extension of time is necessary*, explain the circumstances and justify. If the total budget has been exceeded or if individual budget items have changed more than the prescribed limits contained in Attachment K, Office of Management and Budget Circular No. A-102, explain and justify the change and its effect on the project.

**ASSURANCES**  
**Airport Sponsors**

---

**A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

**B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project.

**C. Sponsor Certification.** The sponsor hereby assures and certifies, with respect to this grant that:

## **Federal Regulations**

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.<sup>1 2</sup>
- m. 49 CFR Part 26 - Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.<sup>1</sup>
- o. 49 CFR Part 29 - Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.<sup>1</sup>

## **Office of Management and Budget Circulars**

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

<sup>1</sup> These laws do not apply to airport planning sponsors.

modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. It will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport.

access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13 Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14 Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15 Veteran's Preference.** It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16 Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and

which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
- 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

**20. Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.** It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

**24. Fee and Rental Structure.** It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

**25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.

- d Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.
32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement **prescribed** for or by the sponsor of the airport.
33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 6-2-2010 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation

**CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP  
 FUNDED AND PFC APPROVED PROJECTS**

**Dated: 6/2/2010**

View the most current versions of these ACs and any associated changes at:  
[http://www.faa.gov/airports/airtraffic/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/airtraffic/airports/resources/advisory_circulars)

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5000-13A	Announcement of Availability—RTCA Inc., Document RTCA-221, Guidance and Recommended Requirements for Airports Surface Movement Sensors
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 1	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C	Airport Winter Safety and Operations
150/5200-33B	Hazardous Wildlife Attractants On or Near Airports
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Fire and Rescue Communications
150/5210-13B	Water Rescue Plans, Facilities, and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools, and Clothing
150/5210-15A	Airport Rescue & Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVIS)
150/5220-4B	Water Supply Systems for Aircraft Fire and Rescue Protection
150/5220-13B	Runway Surface Condition Sensor Specification Guide
150/5220-16C	Automated Weather Observing Systems for Non-Federal Applications

FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects  
 June 2, 2010

NUMBER	TITLE
150/5220-17A and Change 1	Design Standards for an Aircraft Rescue Firefighting Training Facility
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20 and Change 1	Airport Snow and Ice Control Equipment
150/5220-21B	Guide Specification for Lifts Used to Board Airline Passengers With Mobility Impairments
150/5220-22A	Engineered Materials Arresting System (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5300-13 and Changes 1 –15	Airport Design
150/5300-14B	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17B	General Guidance and Specifications for Aeronautical Survey Airport Imagery Acquisition
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5C and Change 1	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C and Changes 1 through 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-14	Airport Landscaping for Noise Control Purposes

FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects  
June 2, 2010

NUMBER	TITLE
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5A	Standardized Method of Reporting Airport Pavement Strength PCN
150/5340-1J and Change 2	Standards for Airport Markings (Change 1&2)
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18E	Standards for Airport Sign Systems
150/5340-30D	Design and Installation Details for Airport Visual Aids
150/5345-3F	Specification for L821 Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7E	Specification for L824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10F	Specification for Constant Current Regulators Regulator Monitors
150/5345-12E	Specification for Airport and Heliport Beacon
150/5345-13B	Specification for L841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	Specification for L823 Plug and Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28F	Precision Approach Path Indicator (PAPI) Systems
150/5345-39C	FAA Specification L853, Runway and Taxiway Retroreflective Markers
150/5345-42F	Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
150/5345-43F	Specification for Obstruction Lighting Equipment
150/5345-44H	Specification for Taxiway and Runway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects  
 June 2, 2010

NUMBER	TITLE
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47B	Specifications for Series to Series Isolation Transformers for Airport Lighting System
150/5345-49C	Specification L854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51A	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53C	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-1884, Power and Control Unit for Land and Hold Short
150/5345-55A	Specification for L893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56A	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-9	Planning and Design of Airport Terminal Facilities at NonHub Locations
150/5360-12E	Airport Signing and Graphics
150/5360-13 and Change 1	Planning and Design Guidance for Airport Terminal Facilities
150/5370-2E	Operational Safety on Airports During Construction
150/5370-10E	Standards for Specifying Construction of Airports
150/5370-11A	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavement
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5390-2B	Heliport Design
150/5390-3	Vertiport Design
150/5395-1	Seaplane Bases

**THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY  
 DATED: 6/2/2010**

NUMBER	TITLE
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-15A	Civil Rights Requirements for the Airport Improvement Program
150/5100-17 and Changes 1 through 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-37	Introduction to Safety Management Systems (SMS) for Airport Operators
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D Change 1-4	Construction Progress and Inspection Report – Airport Grant Program
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5370-13A	Offpeak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5380-7A	Airport Pavement Management Program
150/5380-8A	Handbook for Identification of Alkali-Silica Reactivity in Airfield Pavements

**THE FOLLOWING ADDITIONAL APPLY TO PFC PROJECTS ONLY  
 DATED: 6/2/2010**

NUMBER	TITLE
150/5000-12	Announcement of Availability – Passenger Facility Charge (PFC) Application (FAA Form 5500-1)

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

**RESOLUTION NO. 103 OF 2011**

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE U. S. ARMY CORPS OF ENGINEERS TO PROVIDE GROUNDS MAINTENANCE ON A REGULAR BASIS FOR THE GRAND Ecore VISITOR CENTER**

**WHEREAS**, the U.S. Army Corps of Engineers operates the Grand Ecore Visitor Center in Natchitoches; and

**WHEREAS**, the Grand Ecore Visitor Center offers service to educate and inform the public about Natchitoches; and

**WHEREAS**, due to federal budget and staffing reductions there is a need for regular grounds maintenance to sustain public safety and enjoyment of the Grand Ecore Visitor Center; and

**WHEREAS**, the City of Natchitoches receives extensive benefits from the services provided by the Grand Ecore Visitors Center.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Natchitoches in Legal session convened, does hereby authorize Mayor Wayne McCullen to execute an agreement with the U.S. Army Corps of Engineers to provide grounds maintenance on a regular basis for the Grand Ecore Visitors Center.

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

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

**THEREUPON**, Mayor Wayne McCullen declared the Resolution passed by a vote of 4 Ayes to 0 Nays this the 12<sup>th</sup> day of September, 2011.

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



I understand that I will not receive any compensation for the above service and that volunteers are NOT considered Federal employees for any purpose other than tort claims and injury compensation. I understand that volunteer service is not creditable for leave accrual or any other employee benefits. I also understand that either the government or I may cancel this agreement at any time by notifying the other party.

I understand that my volunteer position may require a reference check, background investigation, and/or a criminal history inquiry in order for me to perform my duties.

I understand that all publications, films, slides, videos, artistic or similar endeavors, resulting from my volunteer services as specifically stated in the attached job description, will become the property of the United States, and as such, will be in the public domain and not subject to copyright laws.

I understand the health and physical condition requirements for doing the work as described in the job description and at the project location, and certify that the statement I have checked below is true:

- I know of no medical condition or physical limitation that may adversely affect my ability to provide this service.
- I do know of a medical condition or physical limitation that may adversely affect my ability to provide this service and have explained it to \_\_\_\_\_.

(Name of Agency Official)

I do hereby volunteer my services as described above, to assist in agency-authorized work. I agree to follow all applicable safety guidelines.

Wayne McCullen  
(Signature of Volunteer)

9-13-11  
(Date)

The above-named agency agrees, while this arrangement is in effect, to provide such materials, equipment, and facilities that are available and needed to perform the service described above, and to consider you as a Federal employee only for the purposes of tort claims and injury compensation to the extent not covered by your volunteer group, if any.

Shelly A. McDowell  
(Signature of Government Representative)

16 Sept 2011  
(Date)

**Termination of Agreement**

Volunteer requests formal evaluation  Yes  No Evaluation Completed \_\_\_\_\_  
(Date)

Agreement terminated on \_\_\_\_\_  
(Date) (Signature of Government Representative)

**Public Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0080. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) and U.S. Department of the Interior (USDI) prohibit discrimination in all programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA and USDI are equal opportunity providers and employers.

**Privacy Act Statement**

Collection and use is covered by Privacy Act System of Records OPM/GOVT-1 and USDA/OP-1, and is consistent with the provisions of 5 USC 552a (Privacy Act of 1974), which authorizes acceptance of the information requested on this form. The data will be used to maintain official records of volunteers of the USDA and USDI for the purposes of tort claims and injury compensation. Furnishing this data is voluntary, however if this form is incomplete, enrollment in the program cannot proceed.

ATTACHMENT A

DETAILED VOLUNTEER SERVICES AGREEMENT  
BETWEEN THE  
U.S. ARMY CORPS OF ENGINEERS, VICKSBURG DISTRICT  
AND THE  
CITY OF NATCHITOCHEs

This Volunteer Services Agreement (VSA) is made and entered into by and between the U.S. Army Corps of Engineers, Vicksburg District (hereinafter referred to as the Corps) and the City of Natchitoches (hereinafter referred to as the CON). This VSA will serve as an instrument between the two agencies for regular mowing and grounds upkeep the Grand Ecore Visitor Center in Natchitoches, Louisiana (hereinafter referred to as the GEVC).

1. Purpose. The purpose of this VSA is to establish an interim cooperative understanding between the CON and the Corps, to regularly maintain the grounds and entrance to the GEVC. Grounds maintenance will enhance public safety and enjoyment of this facility that provides educational and recreational benefits to the Natchitoches community.

a. The purpose of the CON is to assist in regular upkeep of the GEVC grounds to enhance public safety and enjoyment of the GEVC. This upkeep will allow it to continue regular operation and provide educational and recreational benefits to the City, surrounding communities, and frequent visitors to this historic site as part of the Cane River National Heritage Area, in addition to maintaining the existing visitor center purposes already established by the Corps identified below.

b. Per Engineer Regulation (ER) 1130-2-550, Chapter 5, it is the policy of the Corps to plan, develop, manage, and operate visitor centers at water resource development projects in accordance with the following criteria:

(1) Enhance the public's understanding of the multi-dimensional role of the Army and the Corps and their contributions to the Nation.

(2) Enhance the public's understanding of the purpose and operation of the project and its archeological, historic, manmade, natural, and cultural features.

(3) Develop public appreciation for the proper and safe use of project resources.

(4) Foster the spirit of personal stewardship of public lands.

(5) Orient the visitor to the project and its recreational opportunities.

(6) Aid project personnel in accomplishing management objectives.

(7) Reduce overall project operation and maintenance costs.

c. The GEVC is defined in this policy as a Type B regional visitor center. This type of Visitor Center, established by the Vicksburg District Commander, presents information on the project area. This includes specifics on the Corps history, the project natural and cultural resources, and local history, and other items of interest in the local community. Information shall be made available to visitors concerning rules and regulations, safety, facilities, and other recreation opportunities in the area.

2. Project Location. The Government agrees to allow CON volunteers (paid or unpaid) to assist in mowing, weed eating, and blowing services on the land and structures existing on the areas more generally described as the GEVC in Natchitoches, including the entrance road and gate, trails, parking lot, and surrounding landscaping. The property is located at 106 Tauzin Island Road, Natchitoches, Louisiana 71457.

3. Authority. The authority for the Corps and the CON to enter into this agreement is ER 1130-2-550, Chapter 5-2 (4)g approved on November 15, 1996.

4. Scope. The objective of this agreement is for the CON and the Corps to enter into a mutual agreement regarding providing crews to assist in mowing, weed eating, and blowing off grounds and trails on a regular basis at the GEVC. This agreement will outline the roles and responsibilities of each agency.

#### STATEMENT OF WORK

5. Responsibilities of the CON. The CON agrees to, but is not limited to, perform the following activities at the GEVC:

a. Provide crews of their choosing to complete regular mowing, weed eating, edging, and blowing off paved and trail surfaces at the GEVC. CON agrees to provide all labor (personnel and supplies), equipment, fuel, transportation, tools, and supplies necessary to complete these activities.

(1) The CON regular mowing schedule dates will be set by a Coordinator assigned by CON. These activities will be completed during normal operating hours of the GEVC, as provided by the Corps. It is recommended that the schedule include bi-monthly mowing from March - October, and monthly or as needed mowing from October - April.

(2) The CON mowing crews will follow all established City safety regulations. In addition, CON mowing crews agree to exercise additional caution while mowing and edging areas behind the GEVC, near the bluffs, which includes restricting activities to push mowers and hand weed eaters.

b. Collaborate to the fullest extent possible with the Corps to hold periodic City-sponsored special events at the GEVC, which enhance City programs and encourage visitor tours and visitor awareness of the GEVC museum and local recreational opportunities. For each event requested, the CON will submit a Special Event Permit Request to the GEVC manager/ranger responsible for the GEVC, who will approve and coordinate logistics for all planned events held at the GEVC.

6. Responsibilities of the Corps. The Corps will, but is not limited to, perform the following activities, which are subject to time restraints and available funding, to include overall management and supervision of the visitor center.

a. Provide at least two days weekly during the Monday - Friday work week, during normal business hours (10 a.m. - 4 p.m.), when the CON mowing crew may access the front gates and GEVC facility for purposes of mowing and use of restrooms and water fountains inside the facility.

b. Cooperate with the CON Coordinator and any additional Partners working in the GEVC, to ensure that the visitor center staff, volunteers, and interns cooperate with all CON mowing crew as needed to accomplish their goals.

c. Ensure that City recreational opportunities and

events are shared in visitor contacts at the GEVC, by including that information in front desk welcome messages and providing easy access to brochures provided by the CON with visitors.

d. Collaborate to the fullest extent possible with the CON to hold periodic City-sponsored special events at the GEVC, which enhance City programs and encourage visitor tours and visitor awareness of the GEVC museum and recreational opportunities.

e. The Corps visitor center ranger retains authority for, and shall be responsible for, direct supervision of all GEVC staff and volunteers (paid or unpaid) while working on site at the GEVC and coordinating all GEVC facilities and operations.

f. The Corps retains the authority to create and manage all external partnerships related to the operation of the GEVC facilities, exhibits, and interpretive programs. The Corps may choose to partner with additional agencies and/or groups to enhance GEVC operations during the term of this agreement, which will not affect or negate the terms provided within this VSA with the CON. Any new partnerships will be shared with the CON, as a valued partner in providing visitor services at the GEVC.

7. General. Each agency shall appoint one representative to serve as liaison. All correspondence regarding this agreement will be routed through these representatives for clarification and resolution. Each agency will appoint a representative within 30 days of the execution of this agreement.

a. The Corps reserves the right to limit access or remove any portion of the project from an operational basis.

b. Upon termination of this agreement, all equipment purchased with Federal funds shall revert back to the Government. All donated property, facilities, and improvements placed on the Government land or facilities, including any work accomplished under this agreement, shall become the property of the Government, with the exception of any external temporary storage facility, mowing and landscaping equipment, and cleaning equipment purchased by the CON.

c. Additions and changes to this agreement may be made as an attachment to this agreement based on need during the term of this agreement. Any changes needed, as determined by either the

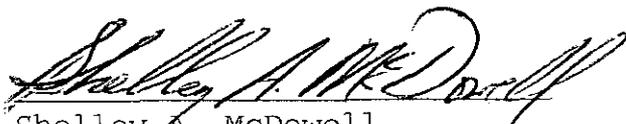
CON or the Corps to more effectively manage the GEVC, must be approved in writing by both parties before becoming part of this agreement.

8. Termination. This agreement becomes effective on the date signed below and may be terminated by the CON or the Corps at any time by giving the other party at least 30 days notice in writing.

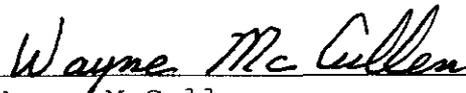
9. Signatures.

Approved and Accepted for the  
U.S. Army Corps of Engineers

Approved and Accepted for the  
City of Natchitoches



Shelley A. McDowell  
Project Operations Manager,  
Corps of Engineers



Wayne McCullen  
Mayor, City of Natchitoches

19 Sep 2011  
(DATE)

9-13-11  
(DATE)

Ms. Morrow stated that the dedication for the Martin Luther King Memorial had been changed from September to October the 17<sup>th</sup>. If there are people interested in going to Washington D.C. to be a part of the celebration contact her. The second announcement she had was that National Night Out will be October the 4<sup>th</sup> at Martin Luther King Center at 6:00 o'clock p.m.

Mr. Payne made a motion to adjourn the meeting, Ms. Morrow seconded the motion, and the meeting was adjourned at 7:52 p.m.

  
WAYNE McCULLEN, MAYOR

  
DON MIMS, MAYOR PRO TEMPORE