

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 COUcCIL MEETING
AUGUST 23, 2010
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 9, 2010**
5. **BIDS – OPEN:**
 - #048 Payne** Ordinance Authorizing The Mayor To **Open** Bids For The Construction Of Phase III Of The Parking Lot At The Events Center (Bid #0503)
Committee: Pat Jones, Edd Lee, Randy LaCaze, Jack, McCain, George Minturn
 - #049 Morrow** Ordinance Authorizing The Mayor To **Open** Bids For The Purchase Of Potassium Permanganate, 25kg Containers Only, For The Water Treatment Plant (Bid #0505)
Committee: Pat Jones, Edd Lee, Don Mims, Bryan Wimberly
6. **ORDINANCES – FINAL:**
 - #030 Mims** Ordinance Creating The "Natchitoches Economic Development District A, State Of Louisiana" (The "District"); Defining The Boundaries Of The District From Which Area Local And State Sales Tax Increments Will Be Determined And Used To Finance Economic Development Projects To Fund A Portion Of The Cost Of Economic Development Projects In Accordance With And As Authorized By Part II, Chapter 27 Of Title 33 Of The Louisiana Revised Statutes Of 1950, As Amended (The "Act"); And Providing For Other Matters In Connection With The Foregoing
 - #031 McCain** Ordinance Creating The "Natchitoches Economic Development District B, State Of Louisiana" (The "District"); Defining The Boundaries Of The District From Which Area Local And State Sales Tax Increments Will Be Determined And Used To Finance Economic Development Projects To Fund A Portion Of The Cost Of Economic Development Projects In Accordance With And As Authorized By Part II, Chapter 27 Of Title 33 Of The Louisiana Revised Statutes Of 1950, As Amended (The "Act"); And Providing For Other Matters In Connection With The Foregoing.
 - #032 Payne** Ordinance Creating The "Natchitoches Economic Development District C, State Of Louisiana" (The "District"); Defining The Boundaries Of The District From Which Area Local And State Sales Tax Increments Will Be Determined And Used To Finance Economic Development Projects To Fund A Portion Of The Cost Of Economic Development Projects In Accordance With And As Authorized By Part II, Chapter 27 Of Title 33 Of The Louisiana Revised Statutes Of 1950, As Amended (The "Act"); And Providing For Other Matters In Connection With The Foregoing



7. **REPORT:** Pat Jones – Financial Report
8. **RESOLUTIONS:**
#077 McCain 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
- TO BE ADDED:**
#079 Nielsen Resolution Designating Friday, September 3, 2010 An Official Holiday For The Employees Of The City Of Natchitoches For The Year 2010
- #080 Mims** A Resolution Approving And Authorizing The Mayor, Wayne McCullen, To Execute An Instrument Entitled “Landlord’s Release” Whereby The City Will Subordinate Its Rights Under A Lease With Robert L. Salim In Favor Of The Frost National Bank
9. **ANNOUNCEMENT:** The City of Natchitoches offices will be closed on Monday, September 6, 2010 in honor of Labor Day
10. **ADJOURNMENT**

NOTICE TO THE PUBLIC

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

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



PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,
REGULAR MEETING HELD ON
MONDAY, AUGUST 23, 2010, AT SEVEN O'CLOCK, (7:00) P.M.

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, August 23, 2010, at 7:00 p.m.

There were present: Councilmen; Jack McCain, Larry Payne, Dale Nielsen and Councilwoman Sylvia Morrow

Absent: None

The Mayor welcomed those in attendance and on the internet.

The Mayor asked everyone to rise for the Invocation given by Mr. Michael Braxton, Director of Public Works, followed by the Pledge of Allegiance lead by Mr. Mims.

The Mayor welcomed back the Northwestern State University students.

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

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

The Mayor declared the Motion as PASSED.



The meeting continued with Bids as follows:

Mr. Payne made a motion that bids be opened and the Mayor authorized to award the bid for the construction of Phase II of the parking lot at the Events Center being Ordinance No. 048. The motion was seconded by Councilman Dale Nielsen.

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

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

The Mayor declared the motion as PASSED.



ORDINANCE NO. 048 OF 2010

**ORDINANCE AUTHORIZING THE MAYOR TO OPEN
BIDS FOR THE CONSTRUCTION OF PHASE III OF THE
PARKING LOT AT THE EVENTS CENTER**

(BID #0503)



Mr. Ed Lee and Mr. George Minturn opened the bids for the construction of Phase III of the parking lot at the Events Center, bid 0503, as follows:

- | | | |
|----|---|--------------------------------------|
| 1) | Douglas Construction
Shreveport, Louisiana | \$181,728.00 |
| 2) | Petron LLC
Alexandria, Louisiana | \$147,900.00 |
| 3) | Progressive Construction Co.
Alexandria, Louisiana | \$181,471.80 |
| 4) | RDS Construction
Natchitoches, Louisiana | \$144,000.00 |
| 5) | Regional Construction
Natchitoches, Louisiana | \$136,000.00 |
| 6) | RVP Construction
Marshall, Texas | (bid rejected -no bid bond attached) |

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

Mr. Pat Jones, Director of Finance
Mr. Edd Lee, Director of Purchasing
Mr. Randy LaCaze
Councilman Jack McCain
Mr. George Minturn, Architect



Councilwoman Morrow made a motion that bids be opened for the purchase of potassium permanganate, 25kg containers only, for the water treatment plant, being Ordinance No. 049. The motion was seconded by Councilman Payne.

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

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

The Mayor declared the motion as PASSED.



ORDINANCE NO. 049 OF 2010

**ORDINANCE AUTHORIZING THE MAYOR TO OPEN
BIDS FOR THE PURCHASE OF POTASSIUM PERMANGANATE,
25kg CONTAINERS ONLY, FOR THE WATER TREATMENT PLANT**

(BID #0505)



Mr. Ed Lee opened the bids for the purchase of potassium permanganate, 25kg containers only for the water treatment plant, Bid No. 0505, as follows:

- | | | |
|----|--|------------------|
| 1) | American International Chemical
Bramingham, Massachusetts | \$1.99 per pound |
| 2) | Estes | \$2.36 per pound |
| 3) | F2 Industries, LLC
Smirna, Tennessee | \$2.65 per pound |
| 4) | Harcross Chemicals
Shreveport, Louisiana | \$3.42 per pound |
| 5) | Premier Chemical and Services
Baton Rouge, Louisiana | \$2.99 per pound |
| 6) | Thatcher Chemical of Florida
Salt Lake City, Utah | \$2.14 per pound |

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

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



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

ORDINANCE NO. 030 OF 2010

AN ORDINANCE CREATING THE "NATCHITOCHEES ECONOMIC DEVELOPMENT DISTRICT A, STATE OF LOUISIANA" (THE "DISTRICT"); DEFINING THE BOUNDARIES OF THE DISTRICT FROM WHICH AREA LOCAL AND STATE SALES TAX INCREMENTS WILL BE DETERMINED AND USED TO FINANCE ECONOMIC DEVELOPMENT PROJECTS TO FUND A PORTION OF THE COST OF ECONOMIC DEVELOPMENT PROJECTS IN ACCORDANCE WITH AND AS AUTHORIZED BY PART II, CHAPTER 27 OF TITLE 33 OF THE LOUISIANA REVISED STATUTES OF 1950, AS AMENDED (THE "ACT"); AND PROVIDING FOR OTHER MATTERS IN CONNECTION WITH THE FOREGOING.

WHEREAS, Part II, Chapter 27, Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31, *et seq.*) (the "Act") authorizes municipalities, parishes and certain other local governmental subdivisions to create economic development districts to carry out the purposes of the Act, which economic development districts are political subdivisions of the State of Louisiana and possess such power and authority and have such duties as provided by the Act and other law; and

WHEREAS, the City of Natchitoches, State of Louisiana (the "City"), acting through this Mayor and Councilmen as its governing authority, desires to avail itself of the Act to create an economic development district to be called the "Natchitoches Economic Development District A, State of Louisiana" (the "District"), in accordance with La. R.S. 33:9038.32; and

WHEREAS, La. R.S. 33:9038.34(O) provides that this governing authority may create a special trust fund for the furtherance of economic development projects, as defined in the Act, into which the incremental increases in such sales taxes shall be deposited and loaned, granted, donated, or pledged in furtherance of economic development projects as defined in the Act; and

WHEREAS, in accordance with the Act, particularly La. R.S. 33:9038.32(B) and La. R.S. 33:9038.39, and a resolution adopted on July 12, 2010, the City has given notice of its intention and notice that it will hold a public hearing relative to the proposed creation of the District including a description of the boundaries of the District and containing a map showing the boundaries of the District, which notice has been published once a week for two weeks in the City's official journal, the first publication having appeared at least fourteen days before the public hearing mentioned therein;

WHEREAS, on this date this governing authority did hold a public hearing pursuant to the aforesaid notice of intention, at which public hearing no objections were received with respect to the creation of the District;

NOW THEREFORE, BE IT ORDAINED by the Mayor and Councilmen of the City of Natchitoches, State of Louisiana, acting as governing authority of the City, that:

SECTION 1. Creation of District. Under the authority of La. R.S. 33:9038.32 there is hereby created an economic development district within the City, to be named the "Natchitoches Economic Development District A, State of Louisiana," on an approximate 12.79 acre site that is located in the Natchitoches Historic District within that area bounded by Front Street, Poete Street, Fourth Street and Church Street, having the specific geographical boundaries set forth in Exhibit A attached hereto, which Exhibit A is hereby incorporated herein and made a part of this Ordinance, all pursuant to the Act. As provided by the Act, the governing body of the District shall be the governing authority of the City. As provided by the Act, the District shall be a



political subdivision of the State and shall possess such powers and authority and have such duties as provided in the Act and other law.

SECTION 2. Creation of Trust Fund. Under the authority of La. R.S. 33:9038.34(O), there is hereby created a special trust fund, to be named the "Natchitoches #1 Economic Development District Trust Fund" (the "Trust Fund") the purpose of which will be to fund economic development projects selected by the District in the manner provided by the Act. The Trust Fund shall be established by the Clerk of the City and maintained as a separate fund, apart from other funds and accounts of the City or other entities, and shall be used strictly for the purposes set forth herein and in the Act.

SECTION 3. Authorization of Officers. The Mayor and Clerk of the City are hereby authorized, empowered and directed to do any and all things necessary and incidental to carry out the provisions of this Ordinance.

SECTION 4. Severability. If any provision of this ordinance shall be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this ordinance, but this Ordinance shall be construed and enforced as if such illegal or invalid provisions had not been contained herein. Any constitutional or statutory provision enacted after the date of this Ordinance which validates or makes legal any provision of this ordinance which would not otherwise be valid or legal, shall be deemed to apply to this Ordinance.

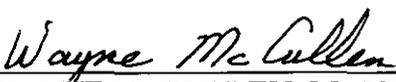
SECTION 5. Repealer. All ordinances or resolution, or parts thereof, in conflict herewith are hereby repealed.

SECTION 6. Publication; Effective Date. This ordinance shall be published one time in the official journal of the City, and shall become effective upon approval by the Mayor.

The above Ordinance having been duly advertised in accordance with law in the *Natchitoches Times* on August 6 and 13, 2010 and a public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

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

THEREUPON, the Mayor declared the Ordinance **PASSED** this 23rd day of August, 2010 by a vote of 5 ayes to 0 nays.



WAYNE McCULLEN, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 24th day of August, 2010 at 10:00 A.M.

EXHIBIT A

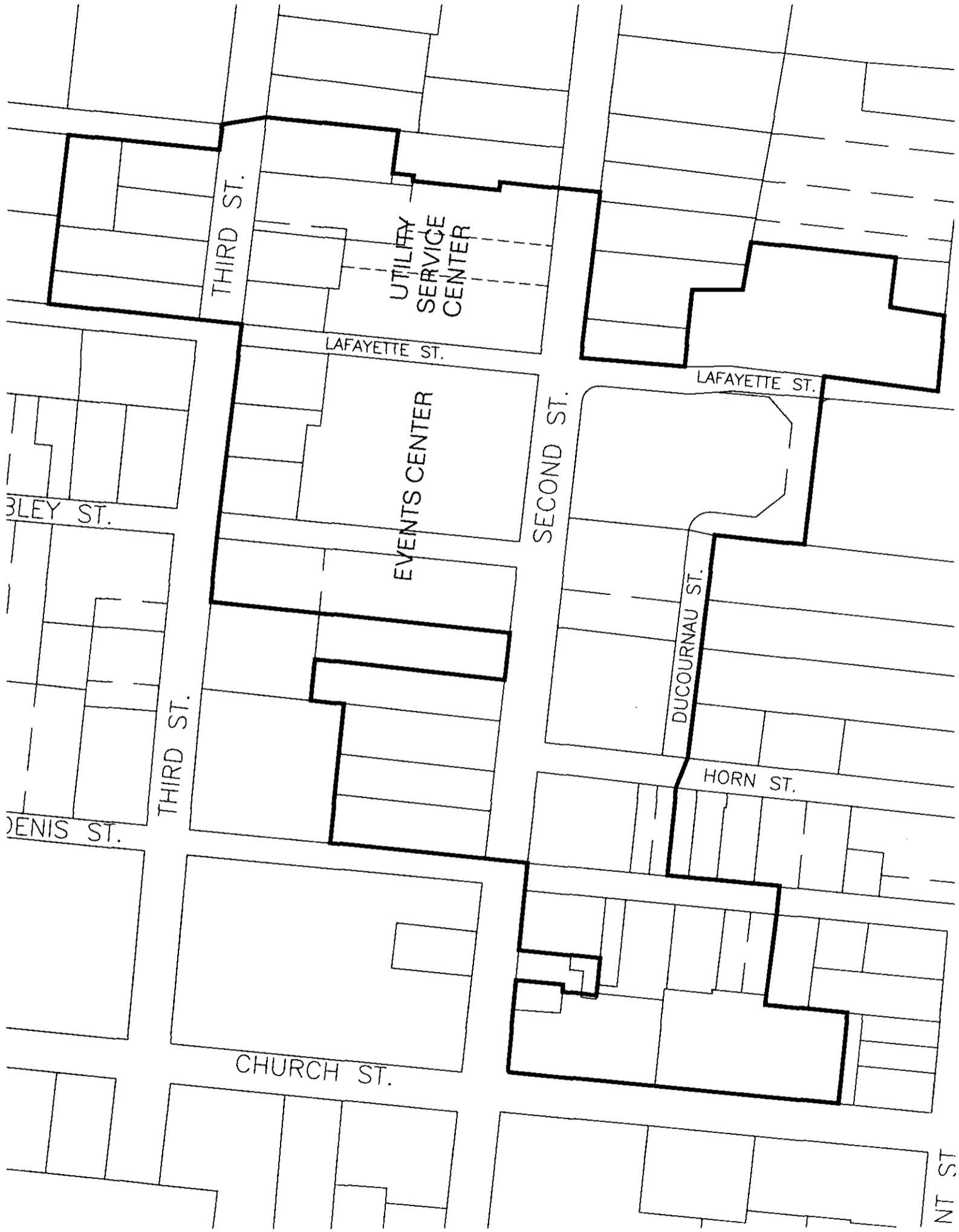
BOUNDARIES OF DISTRICT

Beginning at a found 3/8 inch iron rod at the Northwest right of way intersection of Washington Street, Front Street and Lafayette Street, thence North 8 degrees 01 minute 48 seconds East along the West right of way of Washington Street a distance of 90 feet; thence North 78 degrees 14 minutes 22 seconds West a distance of 64.64 feet; thence North 9 degrees 21 minutes 26 seconds East a distance of 57.98 feet; thence North 82 degrees 11 minutes 22 seconds West a distance of 169.83 feet; thence South 12 degrees 51 minutes 50 seconds West a distance of 58.18 feet; thence South 12 degrees 8 minutes 8 seconds West a distance of 1.15 feet; thence North 86 degrees 39 minutes 01 second West a distance of 58.63 feet; thence South 9 degrees 3 minutes 16 seconds East a distance of 90.75 feet to the North right of way of Lafayette Street; thence westerly along the northern right of way of Lafayette Street to the Northeast corner of the intersection of Lafayette Street and Second Street; thence northerly along the eastern right of way of Second Street a distance of 183 feet; thence westerly across the right of way of Second Street to a point that is on the western right of way of Second Street and at the Northeast corner of property owned by the City of Natchitoches; thence North 85 degrees 32 minutes 45 seconds West a distance of 182.52 feet; thence North 3 degrees 51 minutes 39 seconds East a distance of 52.46 feet; thence North 86 degrees 28 minutes 5 seconds West a distance of 149.47 feet to the eastern right of way of Third Street; thence West across the right of way of Third Street to the western right of way of Third Street; thence southerly along the western right of way of Third Street to the Southwest corner of the intersection of Third Street and Buard Street; thence westerly along the southern right of way of Buard Street a distance of 150 feet; thence southerly a distance sufficient to intersect that point on the northerly right of way of Lafayette Street that is 157 feet from the Northwest corner of the intersection of Lafayette Street and Third Street; thence easterly along the northern right of way of Lafayette Street a distance of 157 feet to the Northwest corner of the intersection of Lafayette Street and Third Street; thence easterly across the right of way of Third Street to the Northeast corner of the intersection of Lafayette Street and Third Street; thence southerly along the eastern right of way of Third Street a distance sufficient to intersect the Southwest corner of the property comprising the Natchitoches Events Center; thence Westerly along the southern boundary of the property comprising the Natchitoches Events Center to a point on the western right of way of Second Street; thence in a southerly direction along the western right of way of Second Street a distance of 50 feet; thence North 84 degrees 39 minutes West a distance of 203.7 feet; thence South 5 degrees 21 minutes West a distance of 51.8 feet; thence South 84 degrees 44 minutes East a distance of 41.5 feet; thence in a southerly direction along the boundary between property of City of Natchitoches and the United States Post Office a distance sufficient to intersect the northern right of way of St. Denis Street; thence in an easterly direction along the northern right of way of St. Denis Street to the Northwest corner of the intersection of St. Denis Street and Second Street; thence easterly across Second Street to the Northeast corner of the intersection of St. Denis Street and Second Street; thence southerly across St. Denis Street to the Southeast corner of the intersection of St. Denis Street and Second Street; thence southerly along the eastern right of way of Second Street a distance of 70.6 feet; thence turn and on an interior angle of 90 degrees 15 minutes run easterly a distance of 90 feet; thence turn and on an interior angle of 90 degrees 39 minutes run southerly a distance of 48.67 feet; thence turn and on an interior angle of 86 degrees 50 minutes run westerly 17.75 feet ; thence turn and on an interior angle of 93 degrees 10 minutes run northerly a distance of 4.08 feet; thence turn and on an interior angle of 88 degrees 28 minutes run westerly a distance of 22 feet; thence turn and on an interior angle of 95 degrees 19 minutes run northerly a distance of 8.5 feet; thence turn and on an interior angle of 93 degrees 59 minutes run westerly a distance of 50 feet to the eastern right of way of Second Street; thence run southerly along the eastern right of way of Second Street to the Northeast corner of the intersection of Second Street and Church Street; thence run easterly along the northern right of way of Church Street to



a point that is 102 feet from the Northwest corner of the intersection of Church Street and Front Street; thence North 5 degrees 44 minutes 56 seconds East a distance of 108.05 feet; thence North 83 degrees 59 minutes 20 seconds West a distance of 95.80 feet; thence North 5 degrees 23 minutes 18 seconds East a distance sufficient to intersect the northern right of way of St. Denis Street; thence westerly along the northern right of way of St. Denis Street to a point that is on a line of the eastern right of way of Ducournau Street as extended; thence northerly along the line of the eastern right of way of Ducournau Street as extended to the Northeast corner of the intersection of Horn Street and Ducournau Street; thence continue northerly along the eastern right of way of Durcournau Street to a point that is on the southern boundary of property owned by the City of Natchitoches; thence South 80 degrees 56 minutes 53 seconds East a distance of 104.82 feet; thence South 8 degrees 29 minutes 30 seconds West a distance sufficient to intersect the northern right of way of Lafayette Street; thence easterly along the northern right of way of Lafayette Street to the Northwest corner of the intersection of Washington Street, Front Street and Lafayette Street, being the point of beginning.







Mr. Ray Cornelius with Adams and Reese in New Orleans and Baton Rouge addressed the Council on Economic Development Districts and stated that they have historically been used for incremental finance and economic development purposes. The North, primarily around Chicago, is more familiar with these types of districts. In those areas the laws permitted the creation of a district in a blighted area. He said that they encourage people to come in and build something in those blighted areas in return for the sharing of some of the incremental increases that resulted from that activity. He stated that Louisiana is different in that the law permits the establishment of a district around a flourishing area or an area that's about to flourish so that they can capture those funds if they chose and use them for economic development projects in the city. He said that this was a widely used economic development tool. Some examples in Louisiana are Kenner, Scott, Carencrow, Baton Rouge, New Orleans, Lafayette. He goes on to say that some of the particular projects that were highly recognized were the Cabella's facility and the Bass Pro facility. He said that those are retail, which is not the norm, but they have a specific benefit for those communities so they elected to do that. He said that creating a district is what we are being asked to vote on today. He stated that there is a significant reason to create the economic districts and that is relative to the year that you establish a base line. If a district is created this year, the baseline that they will be looking at for incremental increases is last year. So whatever the revenues were there last year you establish that as a baseline and it allows you to capture incremental increases for economic development purposes. And that would be one of the reasons that would establish a development district before you have any particular projects in mind. He goes on to state that that is also helpful because, under this law it is the option of the district but they can capture sales tax, hotel occupancy tax and property tax, and in the case of sales tax the State of Louisiana can be charged to match what you put up. He said it's purely at the council's election. He said a number of projects have been done in this State where not only the incremental increases in the community and the district were used but the State came in and matched that amount. He said it is a way to qualify for some additional state funding. Mr. Cornelius goes on to say that if we create these districts that this governing body will be the governing body of that district. He said that this is not creating another stand alone entity. He said that the mere creation of the districts won't accomplish anything other than establish the baseline immediately. He said that as they determine a need for them, all of the particular uses of the districts would come back before the same authority.

The Mayor stated that we have three proposed districts that are potential growth areas anticipate development and growth so that we can work and do some pre-planning and go in and actually look at infrastructure needs and be able to meet the demands that we have for the future. He stated that it was basically pre-planning, establishing the districts, establishing a baseline so that we can pledge future upside of the tax to put in the infrastructure.

Randy LaCaze explained that the three districts include a downtown district, Exit 138 on I-49 which is LA Highway 6 West and that is a corridor that comes into town from a quadrant of the interstate and does not go outside of the city limit lines but if they were to have a development come forward that would amend the district boundary and that area would be within the district allowing them to do the increment of additional taxing that would potentially fund the projects. The last project the Water Well Road corridor which he hopes to bid late this year or early next year. He stated that it is a fairly large corridor including the interchange of Exit 132, I-49. He stated that they have expectations that that area is going to boom and grow once that road is built. He stated that he just wanted to make clear what three districts were being discussed.

Ms. Morrow stated that she noted from reading that Church Street, Fourth Street, Front Street and Poet Street were the streets that were devised to be a part of the economic development district that are mainly streets that are in the historic district. She stated that they are in the process of developing the depot to be a museum and has always been interested in the historic district and wanted to know why they couldn't move further back in the development zone to have a couple of streets further back in the historic district to be a part of this economic enterprise zone.



Mr. Randy LaCaze responds by stating that there are no residential areas in any of the three districts being created. He stated that they cannot take the next street if there are residential areas there.

Ms. Morrow stated that she wasn't getting into a residential neighborhood and Mr. Randy LaCaze stated that they can't run into even one house. Ms. Morrow stated that there are houses on Poet Street.

Mr. Cornelius interjected by asking if Ms. Morrow was suggesting that the district be expanded so projects could be done?

Ms. Morrow stated that she was trying to get more jobs in the impact area. She stated that she would like to see the depot included since it is going to be a museum.

Mr. Cornelius stated that they want the districts to be comprised of those areas that are going to have incremental increases that can be used anywhere in the city. He stated that the fact that she was in a district does not mean that the money that comes in, if the City Counsel chooses, could be used anywhere within the city. He stated that in the City of New Orleans there is a project there called Federal City where they created a district eight miles from there where there was going to be a development and they took the incremental increases from that and the State matched it and they put up the money to provide the beginning money needed to convert an old naval base into a federal office building space. He stated that it is not so critical in terms of what the projects are or how the districts are defined, but that we want to capture commercial areas that will flourish and increase the revenues so that we can use that money anywhere in the city. He stated that, as the city council, you have control by vote of the use of that money throughout the city.

Ms. Morrow stated that since we are the governing authority she would ask for inclusion of one street over in the culture district to be a part of that economic developing enterprise zone.

Mr. Cornelius stated that if they are not increasing revenue sources by adding that then it really doesn't affect what can be done with the money.

Ms. Morrow stated that revenue sources will be a part of it because in the near future if the museum is ever opened she is sure it will be great in the impact area.

Mr. Randy Stelley asked if incremental increases were increase of taxes and what taxes are they talking about?

Mr. Cornelius responded by saying that the taxes that can be taken into account is up to the city. They can capture property taxes, sales taxes or hotel occupancy taxes but only above the amount collected of those taxes last year.

Mr. Stelley asked if this body can tax the citizens of this city in incremental basis without bringing it to a vote by the people. He also asked whose pocket is that money coming out of to pay for these enterprises. Mr. Cornelius responded that there has been no discussion of increasing of taxes. Mr. Stelley said that in other words whatever the incremental increase of taxes collected over the last year would be put into a fund and that is it not an extra tax on the people of Natchitoches.

Mr. Luke Fredrick asked if they could identify which track applies to which ordinance so that when the ordinance comes up in order the various entities will know.

Mr. LaCaze responded by stating that District A is the downtown development district, which is Ordinance No. 030, Ordinance No. 031 is District B, Water Well Road Corridor, and No. 032 is District C which is the LA-6 exit 138 corridor.

Mr. Frederick asked how the lines were comprised. He said that he understood the necessity to exclude residential sections but how were the lines composed and who came up with the map?



Mr. LaCaze stated that they were using the existing city limit lines. Mr. Frederick then requested that the discussion refer to Ordinance No. 030, the downtown map.

Mr. LaCaze said that the downtown district was designed to primarily work in conjunction with the current growth. The museum facility and the potential of the downtown hotel, were the choice in choosing an area that was outside of the scope of residential that was in the heart of the downtown. He said that they could not include the condos in the Nakatosh Hotel, so basically it is an area around the potential growth areas where the hotel and museum development will incur.

Mr. Fredrick stated a hypothetical scenario is if somebody wanted to attempt to open a hardware store that would be his competition. He stated at no time during the compilation of maps was anyone on Front Street contacted or given the courtesy of asking if they would like to be in that district. He stated that if he wanted to improve his building he doesn't get tax incremental increases to help pay for his program.

The Mayor responded by saying that they are looking at infrastructure development.

Mr. Fredrick understood and that and could easily continue the infrastructure that is in place right where he is and increase the size of his building. He said that those are the kinds of things that would be attractive to him. He said that he cannot do the improvements out of his back pocket but he could do it with incremental tax increases but was disappointed that he was not in any discussions concerning the ordinance

Mr. LaCaze responded by stating that they actually had a series of discussions about whether they could or could not include the Front Street properties and did discuss specifically whether they would like a separate district for Front Street where they could redirect the same type of revenue back to development of those areas.

Ms. Morrow asked Mr. LaCaze how did Poet Street come in the mix. Mr. LaCaze stated that Poet Street was not in the district. Ms. Morrow responded by stating that on the paper that the streets are, Church Street, Fourth Street and then bordered by Front Street, Poet Street, etc. She stated that they all want to have some gain and all want some inclusion, which is why she wanted to go further back and include the depot. Mr. LaCaze asked if Ms. Morrow could point out where she saw Poet Street.

Ms. Morrow stated that it's under Ordinance 030, in the last paragraph, Section 1. Mr. LaCaze stated that if she would read closely what it says is that it is within the area bounded by those streets. He went on to say that in no way did it say that it goes over to the street or included the street.

Ms. Morrow stated that she understands that totally and she is questioning why do they just have Front Street, Church Street and Fourth Street. She stated that that is a part of the historical district and why couldn't they go back to include another street where there are no houses.

Mr. LaCaze stated that they could and probably at some point they would create an individual district as part of the depot development but there were numerous residences that were involved in any direction and that limited the perimeter that was utilized for that initial district.

Ms. Morrow stated that it would make things a little bit easier if they could be a part of the discussion when these things are put together since they are the governing authority, meaning the City Council. She stated that she would like to be a part of those deliberations. She stated that she would like to have depot added in and that it would be a great tax base.

Mr. Tommy Ward responded that Mr. LaCaze said that no residential and no houses could be involved within those districts. But that on Front Street they had the condos. The Mayor stated that that's why they were left out.



Tommy Ward said that most of the streets have some houses on them. He stated that he drives down Fourth Street and Church Street and they have houses on them. Mr. LaCaze stated that they don't include Fourth Street and go up to the northern boundary of Church Street but don't cross it. He stated that there are no houses in the district.

Mr. Ward said he was like Mr. Fredrick and wanted to know if they notified the people of the communities that lived here. He stated that everyone was left out of the loop and they are finding out tonight that they are going to be in an economic development district. The Mayor stated that this had been in the process for almost three months and that it had been advertised.

Mr. Ward said that no one was told and Mr. Fredricks was left out and other folks in the business areas of Front Street and the folks that live around the surrounding areas. He stated that no one got a letter. He said that they did that with waste management. He stated that they were in a violation.

Mr. Fredrick wanted to clarify his position. He stated that he is very much in favor of the establishment of the district. He said that it can do nothing but good things. He went on to say that he hoped they understood where he was coming from.

The Mayor stated that this was a very positive approach on the part of the city to do some pre-planning. He said that there are some areas in the downtown that are not captured right now but they want to plan to grow. Those come around the Events Center, the new Sports Hall of Fame and the new hotel downtown.

Mr. Fredrick asked that once the baseline is established if it is ever elevated and in a sense if the new district booms, the city could short itself on potential revenue. The Mayor stated that it is the same money that they are dealing with. He said that they were going to enjoy the upside but they are setting a baseline saying that that money over and above that will go toward economic development and infrastructure.

Mr. Fredrick said that it is general fund tax revenue that doesn't come in but is re-directed to another area.

Mr. Cornelius stated that he left out the theory that you could make the whole city an economic development district but it doesn't really work out that way because of some problems related to residences.

Ms. Iris Harper with the Natchitoches Parish Tourist Commission stated that she had a few concerns because she is very excited about everything that the city has been doing as far as elevating the historic district and all the hotel properties. She stated that she had a couple concerns and would really like the council to consider what she tells them. She stated that Natchitoches is in a false economy due to the Haynesville Shale. She said a great deal of research has gone into this and she has called people around Louisiana and this is expected to last two to maybe three years then a lot of that economy will be gone. She said the high occupancy rate that she has enjoyed this past year will be cut off and she experienced her biggest year even in 2010. She stated that they are capping the tourist commission, the one entity that markets and promotes this Parish and as she is going into the tri-centennial as they are celebrating 300 years and the opening of the Louisiana Sports Hall of Fame.

The Mayor stated that this has nothing to do with the existing taxes or what she gets. He stated that this has no bearing on her at all. Ms. Harper stated that he has included all of the hotels in the district and wanted to know what that meant. The Mayor stated that that meant that there is some potential there for the future but it does not affect her at all. Ms. Harper is wondering how many years will they be doing this and is this the school board tax, the Sheriff's tax or is it just the city? The Mayor stated that they are not involved. It is the growth portion at this point.

Mr. LaCaze stated that if occupancy levels are higher next year when the general revenue is generated that the same exact percentage that she is getting today based on the current levels will be applied to whatever the increases are. He said that it is not



capping the hotel/motel taxes that she is receiving unless he has misunderstood the whole program it has nothing to do with it whatsoever.

Mr. Cornelius stated that a major clarification is that the city can only capture taxes that come to them directly. He said that the law does not allow the city to go out and grab a designated tax or parish taxes and the district created can only affect the taxes that come to the city and that dedicated taxes cannot be used.

Ms. Harper stated that TIF districts can collect occupancy taxes. Mr. Cornelius stated that he wrote the law. Ms. Harper stated that she had the legislative auditor's version of his law. Mr. Cornelius stated that there was a lot of flexibility in the future.

Ms. Harper stated that the economy is going to go back to 2007, 2008 once oil and gas people leave and they quit eating and buying gas. She said she hates for them to think about funding something that they are going to be stuck with paying for in the future and the public needs to be more involved with what they are doing as far as putting aside city taxes.

Ms. Morrow stated that she is concerned about the creation of the trust fund. She asked Mr. Jones where he fits in to this. Mr. Pat Jones responded by stating that all sales taxes are delivered to the finance department and this would be an account just like they have right now for the other funds that they have in escrow, be it any sales tax accounts, they have to escrow any money that they owe back and they keep track of it and it is audited every year. He said that the income and the expenditures are audited and it is his understanding that those funds would have to be in the city's fund account and maintained by the finance department.

Ms. Morrow stated that the trust fund shall be established by the Clerk of the city and maintain as a separate fund apart from the other accounts of the city, other entities and shall be used strictly for the purpose that was set forth. She said she was wondering if he was going to oversee this along with the Clerk and was just concerned about who would oversee the money.

Mr. Cornelius stated that that could be accomplished as a bookkeeping entry. He said that where you get into a more restrictive situation is way down the road, if at all. He said that currently it has not been discussed about borrowing against the funds or anything else. At this point, the creation of the districts is being discussed so that the City will have the flexibility and establish the base line. He said that if the City was to take this economic development trust fund and pledge it to secure some bonds then there would be a much stricter accounting and segregation required to protect the bond holders. But currently what they have is an identified source of incremental increases that show up in the accounting records. He said that they are going to be treated just like funds in the general fund except they will be more flexible in their use.

Ms. Mary Striegel asked if we didn't do this and had growth, what would the City do with the incremental growth? The Mayor stated that it would come into the general fund. It is redirecting and dedicating this for potential, if they wanted to take that money to bond it to do infrastructure for growth. He said that basically it's being very pro-active in the approach to try to drive economic development.

Mr. Ed Crayton asked what are the downsides to this. He said he sees the upside and it is real positive. He asked them to address what the downsides would be.

Mr. Cornelius stated that the only potential downside is not establishing a base line. He said that if the City has an area that they are going to create a district in and expect it to flourish, the longer they wait to create that district, the greater the revenues are and the less incremental increases. He said that from a planning standpoint, the reason these things are created early instead of late is that it's more to the City's advantage to establish a base line at the lower production of revenues than the higher end.



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

ORDINANCE NO. 031 OF 2010

AN ORDINANCE CREATING THE "NATCHITOCHEES ECONOMIC DEVELOPMENT DISTRICT B, STATE OF LOUISIANA" (THE "DISTRICT"); DEFINING THE BOUNDARIES OF THE DISTRICT FROM WHICH AREA LOCAL AND STATE SALES TAX INCREMENTS WILL BE DETERMINED AND USED TO FINANCE ECONOMIC DEVELOPMENT PROJECTS TO FUND A PORTION OF THE COST OF ECONOMIC DEVELOPMENT PROJECTS IN ACCORDANCE WITH AND AS AUTHORIZED BY PART II, CHAPTER 27 OF TITLE 33 OF THE LOUISIANA REVISED STATUTES OF 1950, AS AMENDED (THE "ACT"); AND PROVIDING FOR OTHER MATTERS IN CONNECTION WITH THE FOREGOING.

WHEREAS, Part II, Chapter 27, Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31, *et seq.*) (the "Act") authorizes municipalities, parishes and certain other local governmental subdivisions to create economic development districts to carry out the purposes of the Act, which economic development districts are political subdivisions of the State of Louisiana and possess such power and authority and have such duties as provided by the Act and other law; and

WHEREAS, the City of Natchitoches, State of Louisiana (the "City"), acting through this Mayor and Councilmen as its governing authority, desires to avail itself of the Act to create an economic development district to be called the "Natchitoches Economic Development District B, State of Louisiana" (the "District"), in accordance with La. R.S. 33:9038.32; and

WHEREAS, La. R.S. 33:9038.34(O) provides that this governing authority may create a special trust fund for the furtherance of economic development projects, as defined in the Act, into which the incremental increases in such sales taxes shall be deposited and loaned, granted, donated, or pledged in furtherance of economic development projects as defined in the Act; and

WHEREAS, in accordance with the Act, particularly La. R.S. 33:9038.32(B) and La. R.S. 33:9038.39, and a resolution adopted on July 12, 2010, the City has given notice of its intention and notice that it will hold a public hearing relative to the proposed creation of the District including a description of the boundaries of the District and containing a map showing the boundaries of the District, which notice has been published once a week for two weeks in the City's official journal, the first publication having appeared at least fourteen days before the public hearing mentioned therein;

WHEREAS, on this date this governing authority did hold a public hearing pursuant to the aforesaid notice of intention, at which public hearing no objections were received with respect to the creation of the District;

NOW THEREFORE, BE IT ORDAINED by the Mayor and Councilmen of the City of Natchitoches, State of Louisiana, acting as governing authority of the City, that:

SECTION 1. Creation of District. Under the authority of La. R.S. 33:9038.32 there is hereby created an economic development district within the City, to be named the "Natchitoches Economic Development District B, State of Louisiana," on an approximate 3,039.98 acre site located at and around the intersection of Louisiana Highway 478 and Interstate 49, all in Township 8 North, Range 7 West, having the specific geographical boundaries set forth in Exhibit A attached hereto, which Exhibit A is hereby incorporated herein and made a part of this ordinance, all pursuant to the Act. As provided by the Act, the governing body of the District shall be the governing authority of the City. As provided by the Act, the District shall be a



political subdivision of the State and shall possess such powers and authority and have such duties as provided in the Act and other law.

SECTION 2. Creation of Trust Fund. Under the authority of La. R.S. 33:9038.34(O), there is hereby created a special trust fund, to be named the "Natchitoches #1 Economic Development District Trust Fund" (the "Trust Fund") the purpose of which will be to fund economic development projects selected by the District in the manner provided by the Act. The Trust Fund shall be established by the Clerk of the City and maintained as a separate fund, apart from other funds and accounts of the City or other entities, and shall be used strictly for the purposes set forth herein and in the Act.

SECTION 3. Authorization of Officers. The Mayor and Clerk of the City are hereby authorized, empowered and directed to do any and all things necessary and incidental to carry out the provisions of this ordinance.

SECTION 4. Severability. If any provision of this ordinance shall be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this ordinance, but this ordinance shall be construed and enforced as if such illegal or invalid provisions had not been contained herein. Any constitutional or statutory provision enacted after the date of this ordinance which validates or makes legal any provision of this ordinance which would not otherwise be valid or legal, shall be deemed to apply to this ordinance.

SECTION 5. Repealer. All ordinances or resolution, or parts thereof, in conflict herewith are hereby repealed.

SECTION 6. Publication; Effective Date. This ordinance shall be published one time in the official journal of the City, and shall become effective upon approval by the Mayor.

The above Ordinance having been duly advertised in accordance with law in the *Natchitoches Times* on August 6 and 13, 2010 and a public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

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

THEREUPON, the Mayor declared the Ordinance **PASSED** this 23rd day of August, 2010 by a vote of 4 ayes to 1 nay.



WAYNE McCULLEN, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 24th day of August, 2010 at 10:00 A.M.

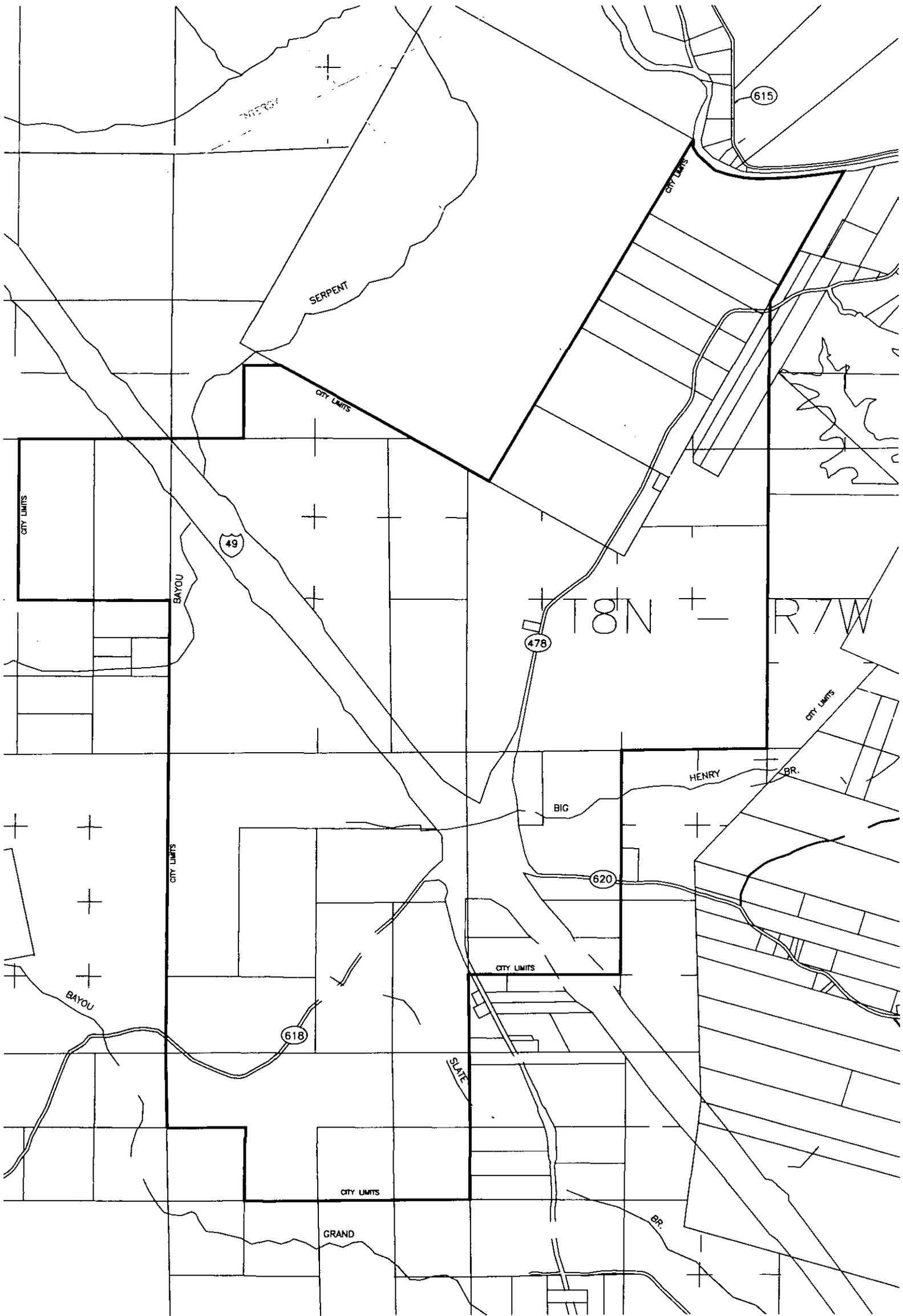


EXHIBIT A

BOUNDARIES OF DISTRICT

Beginning at the northwesterly corner of Tract II as shown on a survey of the Mears Plantation (as shown on a survey by A. J. Brouillette recorded in Map Book 1, page 209 of the records of Natchitoches Parish), which said corner is designated as Point "2" on said survey; thence run South 30 degrees 12 minutes East along the easterly line of property owned by Roy O. Martin Lumber Co., L.P., in Section 56, Township 8 North, Range 7 West to the North line of Section 16, Township 8 North, Range 7 West; thence run in a northwesterly direction along the South line of said Section 56, Township 8 North, Range 7 West to a point where the South line of Section 56 intersects the North line of the Southeast Quarter of the Southwest Quarter of Fractional Section 8; thence run West along the North line of the Southeast Quarter of the Southwest Quarter of Said Section 8 to the Northeast corner of the Southwest Quarter of the Southwest Quarter of said Section 8; thence run South down the East line of the Said Southwest Quarter of the Southwest Quarter of said Section 8 to the North line of Section 17, Township 8 North, Range 7 West; thence run West along the North line of Section 17 and Section 18, Township 8 North, Range 7 West to the Northwest corner of the Northeast Quarter of said Section 18; thence run South along the West line of the Northeast Quarter of Section 18 to the center of said Section 18; thence run East along the South line of the Northeast Quarter of said Section 18 to the West line of Section 17, Township 8 North, Range 7 West, thence run South along the West lines of Sections 17, 20 and 29, Township 8 North, Range 7 West to the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 29; thence run East along the South line of the Northwest Quarter of the Northwest Quarter of Section 29 to the Northwest corner of the Southeast Quarter of the Northwest Quarter of Section 29; thence run South along the West line of the Southeast Quarter of Northwest Quarter of Section 29 to the Southwest corner of the Southeast Quarter of Northwest Quarter of Section 29; from this point run East along the South line of the North One-Half of Section 29, Township 8 North, Range 7 West to the East line of said Section 29; thence run North along the East line of said Section 29 and Section 20, Township 8 North, Range 7 West, to the Northeast corner of Southeast Quarter of Southeast Quarter of said Section 20; thence run East along the South line of the North One-Half of the Southwest Quarter of Section 21, Township 8 North, Range 7 West to the Southeast corner of the Northeast Quarter of the Southwest Quarter of Said Section 21; thence run North along the centerline of said Section 21 to the South line of Section 16, Township 8 North, Range 7 West; thence run East along the South line of said Section 16 to the Southeast corner of said Section 16; thence run North along the East line of Section 16 and Section 9 to a point where this line intersects the easterly line of Section 56, Township 8 North, Range 7 West, thence northeasterly along the easterly line of Section 56 to a point where this line intersects the right descending bank of Old River; thence in westerly direction along the meanderings of the right descending bank of Old River to the northwesterly corner of Tract II as shown on a survey of the Mears Plantation and the point of beginning.







Ms. Shirley Small-Rougeau asked Mr. LaCaze what is out on Hwy 478 and I-49 and what would be the economic base for those particular locations.

Mr. LaCaze stated that that was the best of both worlds because there is absolutely nothing out there whatsoever. So every dollar that they capture from this point forward can be above the base line. He said that is why they do the districts early before there is any level of growth and development and that is the most advantageous way to set them up.

The Mayor stated that the road will be built next year and that if there is any industry or business that goes out there, we don't have the money right now to go and put water lines and to be able to service them but it gives us the potential to redirect the money to make that happen. The Mayor said that this is the perfect scenario because there is nothing there right now and any potential growth goes to economic development.

Mr. Mims stated that the way to look at what this is primarily to encourage development of these areas where there is nothing currently there.

Ms. Small-Rougeau asked where is the work force coming from. She said that this is why they don't have industry in the city because there are "no smoke stacks" because we don't have the work force. She commended Mr. LaCaze for having the economic development meetings however she stated that no one heard anything about the districts and where they were going to be and the potential. She stated that the people should be involved. She said that they need to be including the citizens in the discussions.

Mr. Mims said that initially when we start off if we are looking at an intersection, we will look at hotel/motel, gas stations and it will move forward from there. He said that the industrial center we have and the industrial complex will be more set up for the larger industry. He said the hotel/motel industry would be able to derive some employees from the community and he thinks we have available people for that.

Mr. Ed Ward asked if there would be a prohibition against residential establishments since there is nothing there now, would they have a prohibition against residential establishments.

Mr. LaCaze stated that it is private property rights and we would not have the ability to do that if we wanted to but that there is no intention to limit anything that may happen within the district.

Mr. Ed Ward asked if the designation could remain as an economic development district even if people started building houses in that particular area.

Mr. LaCaze stated that they may have a situation that could change in the future in which case they would adapt to it as growth and development occurred.

Ms. Morrow asked Mr. LaCaze what the next district would be called. You go out and you uplift the blighted area, that's what she wanted to say. She said that she does not want to just be doing district A, B or whatever it may be but in other places in other cities they bring in areas that's not quite so nice called blighted communities to make them a part of this economic zone.

Mr. LaCaze stated that Mr. Cornelius would be more apt to comment because there is a lot of word play when they talk about economic development district versus TIF.

Mr. Cornelius stated that there would be nothing to keep them from going that direction with the next TIF district if we like. He said the differences in many states where they see those, they don't have any choice, that the law just allows them to select a blighted area designated a TIF district and hope they come. He said that the advantage under the Louisiana Statute is that the districts that they are capturing and expecting to flourish, the monies are not restricted to use in that district. He said the monies can be used in the city to eliminate a blighted area if that is what the council decides to do. He said that at least they have the flexibility but they are not precluded from taking a blighted area and do the same thing they do in other states.



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

ORDINANCE NO. 032 OF 2010

AN ORDINANCE CREATING THE "NATCHITOCHEES ECONOMIC DEVELOPMENT DISTRICT C, STATE OF LOUISIANA" (THE "DISTRICT"); DEFINING THE BOUNDARIES OF THE DISTRICT FROM WHICH AREA LOCAL AND STATE SALES TAX INCREMENTS WILL BE DETERMINED AND USED TO FINANCE ECONOMIC DEVELOPMENT PROJECTS TO FUND A PORTION OF THE COST OF ECONOMIC DEVELOPMENT PROJECTS IN ACCORDANCE WITH AND AS AUTHORIZED BY PART II, CHAPTER 27 OF TITLE 33 OF THE LOUISIANA REVISED STATUTES OF 1950, AS AMENDED (THE "ACT"); AND PROVIDING FOR OTHER MATTERS IN CONNECTION WITH THE FOREGOING.

WHEREAS, Part II, Chapter 27, Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31, *et seq.*) (the "Act") authorizes municipalities, parishes and certain other local governmental subdivisions to create economic development districts to carry out the purposes of the Act, which economic development districts are political subdivisions of the State of Louisiana and possess such power and authority and have such duties as provided by the Act and other law; and

WHEREAS, the City of Natchitoches, State of Louisiana (the "City"), acting through this Mayor and Councilmen as its governing authority, desires to avail itself of the Act to create an economic development district to be called the "Natchitoches Economic Development District C, State of Louisiana" (the "District"), in accordance with La. R.S. 33:9038.32; and

WHEREAS, La. R.S. 33:9038.34(O) provides that this governing authority may create a special trust fund for the furtherance of economic development projects, as defined in the Act, into which the incremental increases in such sales taxes shall be deposited and loaned, granted, donated, or pledged in furtherance of economic development projects as defined in the Act; and

WHEREAS, in accordance with the Act, particularly La. R.S. 33:9038.32(B) and La. R.S. 33:9038.39, and a resolution adopted on July 12, 2010, the City has given notice of its intention and notice that it will hold a public hearing relative to the proposed creation of the District including a description of the boundaries of the District and containing a map showing the boundaries of the District, which notice has been published once a week for two weeks in the City's official journal, the first publication having appeared at least fourteen days before the public hearing mentioned therein;

WHEREAS, on this date this governing authority did hold a public hearing pursuant to the aforesaid notice of intention, at which public hearing no objections were received with respect to the creation of the District;

NOW THEREFORE, BE IT ORDAINED by the Mayor and Councilmen of the City of Natchitoches, State of Louisiana, acting as governing authority of the City, that:

SECTION 1. Creation of District. Under the authority of La. R.S. 33:9038.32 there is hereby created an economic development district within the City, to be named the "Natchitoches Economic Development District C, State of Louisiana," on an approximate 441.26 site at and around the intersection of Louisiana Highway 6 and Interstate 49, located in Township 9 North, 7 West and Township 9 North, 8 West, having the specific geographical boundaries set forth in Exhibit A attached hereto, which Exhibit A is hereby incorporated herein and made a part of this ordinance, all pursuant to the Act. As provided by the Act, the governing body of the District shall be the governing authority of the City. As provided by the Act, the District shall be a



political subdivision of the State and shall possess such powers and authority and have such duties as provided in the Act and other law.

SECTION 2. Creation of Trust Fund. Under the authority of La. R.S. 33:9038.34(O), there is hereby created a special trust fund, to be named the "Natchitoches #1 Economic Development District Trust Fund" (the "Trust Fund") the purpose of which will be to fund economic development projects selected by the District in the manner provided by the Act. The Trust Fund shall be established by the Clerk of the City and maintained as a separate fund, apart from other funds and accounts of the City or other entities, and shall be used strictly for the purposes set forth herein and in the Act.

SECTION 3. Authorization of Officers. The Mayor and Clerk of the City are hereby authorized, empowered and directed to do any and all things necessary and incidental to carry out the provisions of this ordinance.

SECTION 4. Severability. If any provision of this ordinance shall be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this ordinance, but this ordinance shall be construed and enforced as if such illegal or invalid provisions had not been contained herein. Any constitutional or statutory provision enacted after the date of this ordinance which validates or makes legal any provision of this ordinance which would not otherwise be valid or legal, shall be deemed to apply to this ordinance.

SECTION 5. Repealer. All ordinances or resolution, or parts thereof, in conflict herewith are hereby repealed.

SECTION 6. Publication; Effective Date. This ordinance shall be published one time in the official journal of the City, and shall become effective upon approval by the Mayor.

The above Ordinance having been duly advertised in accordance with law in the *Natchitoches Times* on August 6 and 13, 2010 and a public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

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

THEREUPON, the Mayor declared the Ordinance **PASSED** this 23rd day of August, 2010 by a vote of 4 ayes to 1 nay.


WAYNE McCULLEN, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 24th day of August, 2010 at 10:00 A.M.



EXHIBIT A

BOUNDARIES OF DISTRICT C

From a concrete monument marking the existing city limits along the Westerly edge of Louisiana Highway 3110 (By-pass) and being designated as monument No. 250A; thence South 10 degrees 25 minutes 36 seconds East a distance of 13.30 feet; thence South 89 degrees 33 minutes 30 seconds West a distance of 299.75 feet; thence South 02 degrees 31 minutes 54 seconds West a distance of 5.12 feet; thence South 89 degrees 09 minutes 16 seconds West a distance of 351.53 feet; thence South 89 degrees 21 minutes 28 seconds West a distance of 1299.58 feet to a point of compound curvature; thence along a curve to the right having a radius of 2378.75 feet, a delta angle of 11 degrees 32 minutes 56 seconds, an arc length of 479.48 feet to a point of reverse curvature; thence along a curve to the left having a radius of 1018.56 feet, a delta angle of 25 degrees 31 minutes 35 seconds an arc length of 453.79 feet to the Point of Tangency; thence South 75 degrees 22 minutes 49 seconds West a distance of 764.28 feet to a point of curvature; thence along a curve to the right having a radius of 2080.68 feet, a delta angle of 11 degrees 08 minutes 27 seconds, an arc length of 404.57 feet to the Point of Tangency; thence South 86 degrees 31 minutes 15 seconds West a distance of 803.65 feet to a point of curvature; thence along a curve to the left having a radius of 2259.64; a delta angle of 09 degrees 59 minutes 03 seconds an arc length of 393.76 to the Point of Tangency; thence South 76 degrees 32 minutes 12 seconds West a distance of 2227.54 feet to a point on the Westerly Right-of-Way of the Lime Kiln Road being the point of beginning; thence North 25 degrees 46 minutes 57 seconds West along said Westerly Right-of-Way a distance of 567.96 feet; thence South 76 degrees 14 minutes 50 seconds West parallel with the centerline of New Highway 6, a distance of 1974.43 feet; thence South 76 degrees 19 minutes 00 seconds West a distance of 353.14 feet; thence North 0 degrees 18 minutes 05 seconds West a distance of 205.58 feet; thence South 76 degrees 19 minutes 01 seconds West a distance of 962.00 feet; thence South 67 degrees 47 minutes 10 seconds West a distance of 54.42 feet; thence South 67 degrees 46 minutes 43 seconds West a distance of 6.08 feet; thence South 0 degrees 27 minutes 05 seconds East a distance sufficient to intersect the South property line of Sibley Lake Realty Corp., which said point is on a western extension of the North line of Section 36; thence North 89 degrees 57 minutes 10 seconds West along a line being a western extension of Section 36 a distance sufficient to intersect the existing corporate limits of the City of Natchitoches; thence North 89 degrees 57 minutes 10 seconds West a distance of 346.67 feet to a point on the Easterly Right-of-Way line of Interstate 49; thence along said right-of-way; thence South 30 degrees 42 minutes 39 seconds East a distance of 1293.84 feet; thence South 37 degrees 55 minutes 01 second East a distance of 140.36 feet; thence South 30 degrees 49 minutes 12 seconds East a distance of 1257.52 feet; thence South 30 degrees 41 minutes 44 seconds East a distance of 202.63 feet; thence North 87 degrees 31 minutes 46 seconds West a distance of 420.22 feet to a point on the Westerly Right-of-Way line of I-49; thence along said Right-of-Way North 30 degrees 36 minutes 29 seconds West a distance of 669.69 feet; thence North 19 degrees 29 minutes 56 seconds West a distance of 102.38 feet; thence North 30 degrees 44 minutes 42 seconds West a distance of 1858.83 feet; thence North 36 degrees 25 minutes 17 seconds West a distance of 234.93 feet; thence North 89 degrees 57 minutes 10 seconds West a distance of 618.35 feet; thence North 0 degrees 07 minutes 01 second West a distance of 864.34 feet; thence North 30 degrees 40 minutes 59 seconds West a distance of 944.28 feet; thence North 39 degrees 12 minutes 50 seconds West a distance of 606.71 feet; thence North 47 degrees 22 minutes 56 seconds West a distance of 365.41 feet; thence South 70 degrees 39 minutes 03 seconds West a distance of 32.47 feet; thence South 33 degrees 28 minutes 50 seconds East a distance of 207.08 feet; thence South 56 degrees 17 minutes 27 seconds West a distance of 658.09 feet; thence North 33 degrees 47 minutes 58 seconds West a distance of 367.83 feet to the South right of way of Highway 6; thence South 67 degrees 19 minutes 55 seconds West a distance of 126.42 feet; thence South 71 degrees 23 minutes 44 seconds West a distance of 304.61 feet; thence South 57 degrees 10 minutes 03 seconds West a distance of 76.79 feet; thence South 56 degrees 08 minutes 43 seconds West a distance of 328.46 feet; thence North 33 degrees 40 minutes 55 seconds West a distance of

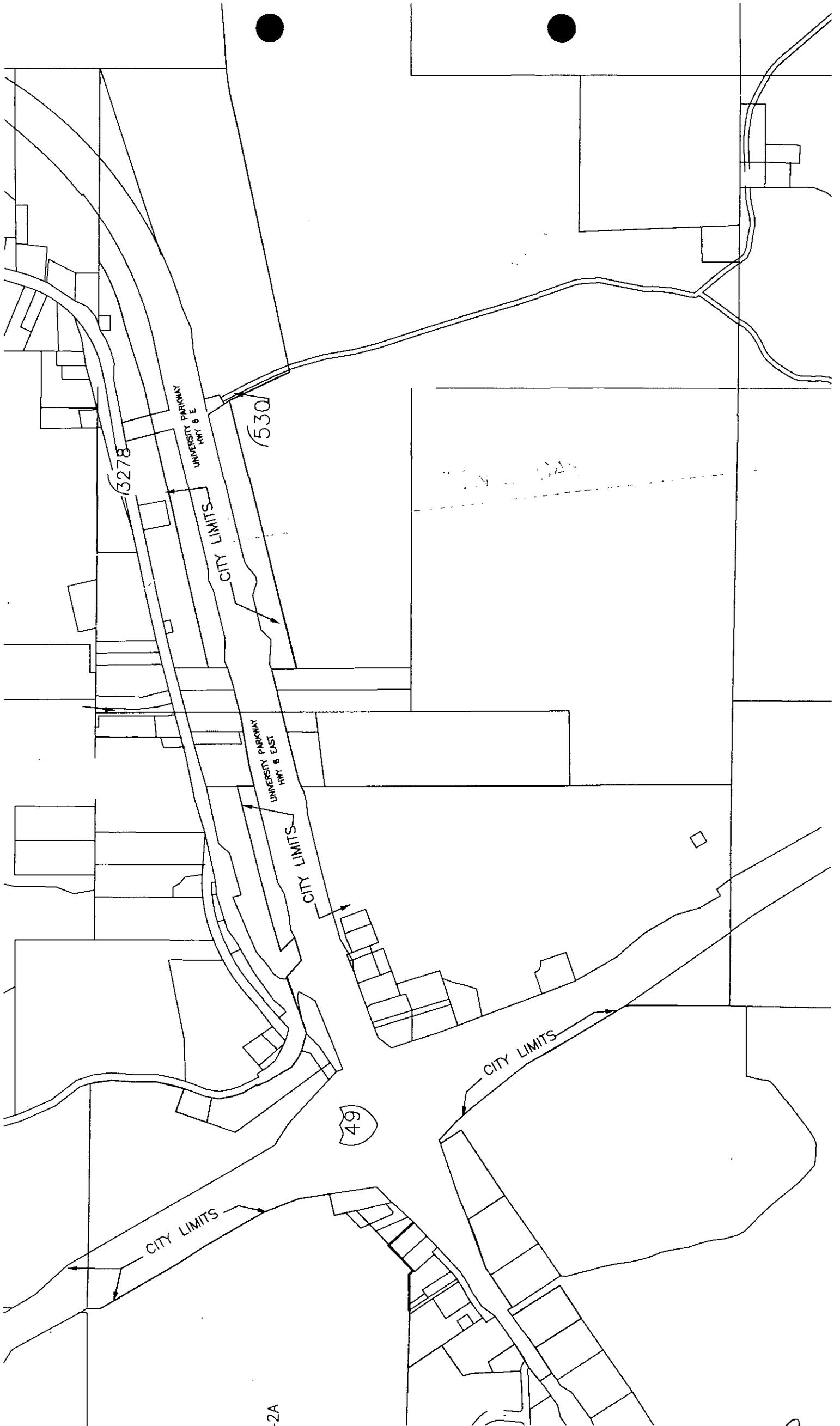


42.87 feet; thence South 54 degrees 42 minutes 55 seconds West a distance of 59.43 feet; thence South 33 degrees 00 minutes East a distance of 469.26 feet; thence South 57 degrees 00 minutes West a distance of 330 feet; thence North 33 degrees 00 minutes West a distance of 453.3 feet to the southern right of way of Highway 6; thence South 54 degrees 41 minutes 55 seconds West a distance of 289.59 feet; thence South 54 degrees 41 minutes 55 seconds West a distance of 289.59 feet; thence cross Louisiana Highway No. 6 running North 35 degrees 18 minutes 05 seconds West a distance of 130.0 feet to a point on the Northerly Right-of-Way of Highway 6; thence North 48 degrees 59 minutes 17 seconds East a distance of 100.5 feet; thence North 54 degrees 41 minutes 55 seconds East a distance of 293.49 feet; thence North 35 degrees 4 minutes West a distance of 270 feet; thence South 65 degrees 0 minutes West a distance of 96.8 feet; thence North 3 degrees 10 minutes West a distance of 175.4 feet; thence North 18 degrees 16 minutes West a distance of 75.2 feet; thence North 54 degrees 56 minutes East a distance of 319.1 feet; thence North 35 degrees 4 minutes West a distance of 356.9 feet; thence North 89 degrees 54 minutes East a distance of 595.7 feet; thence North 89 degrees 54 minutes East a distance of 108 feet; thence North 89 degrees 54 minutes East a distance of 128.4 feet; thence North 89 degrees 54 minutes East a distance of 13.6 feet; thence South 43 degrees 13 minutes East a distance of 47.7 feet; thence North 46 degrees 47 minutes East a distance of 300 feet; thence North 46 degrees 47 minutes East a distance of 411.18 feet; thence North 13 degrees 2 minutes 10 seconds West a distance of 196.71 feet; thence North 76 degrees 57 minutes 50 seconds East a distance of 200 feet; thence North 9 degrees 13 minutes 36 seconds West a distance of 245.52; thence North 21 degrees 22 minutes 49 seconds West a distance of 303.83 feet; thence North 30 degrees 39 minutes 48 seconds West a distance of 599.94 feet; thence North 33 degrees 30 minutes 35 seconds West a distance of 200.06 feet; thence North 30 degrees 27 minutes 14 seconds West a distance of 751.51 feet; thence North 0 degrees 06 minutes 45 seconds East a distance of 116.66 feet; thence South 89 degrees 52 minutes East a distance sufficient to intersect Point 11 as shown on a plat of survey by R.E.L. Breedlove, recorded at original instrument number 190626 of the records of Natchitoches Parish, Louisiana, being a point on the eastern right of way of I-49; thence South 89 degrees 52 minutes East a distance of 1398 feet to the western right of way of Highway 504; thence South 5 degrees 56 minutes East a distance of 72.4 feet; thence South 0 degrees 1 minute East a distance of 275 feet; thence South 4 degrees 37 minutes West a distance of 117 feet; thence South 7 degrees 9 minutes West a distance of 200 feet; thence South 15 degrees 5 minutes West a distance of 113 feet; thence North 70 degrees 32 minutes West a distance of 191.2 feet; thence south 19 degrees 26 minutes West a distance of 274 feet; thence South 79 degrees 25 minutes East a distance of 205.3 feet; thence along the westerly side of Highway 504 a distance sufficient to intersect old Louisiana Highway 6; thence in an easterly direction, along the existing city limits of the City of Natchitoches to that point located on the southerly right of way of old Highway 6 and the eastern right of way of the spur road that connects highway 504 and old Highway 6 to new Highway 6; thence South 47 degrees 22 minutes 21 seconds East a distance of 178.24 feet to a point on the Northerly Right-of-Way of the New Louisiana Highway No. 6; thence North 73 degrees 25 minutes 24 seconds East a distance of 200.00 feet; thence North 45 degrees 19 minutes 39 seconds West a distance of 172.58 feet to a point on a curve to the right having a radius of 11,809.16 and an arc length of 670.53 feet; thence North 76 degrees 19 minutes 00 seconds East a distance of 768.67 feet; thence South 0 degrees 27 minutes 05 seconds East a distance of 138.69 feet to a point on the Northerly Right-of-Way of the New Highway No. 6; thence North 76 degrees 19 minutes 01 second East a distance of 171.91 feet; thence North 80 degrees 36 minutes 21 East a distance of 401.12 feet; thence North 76 degrees 19 minutes 01 seconds East a distance of 300.00 feet; thence North 72 degrees 01 minute 40 seconds East a distance of 144.68 feet; thence North 0 degrees 18 minutes 05 seconds West a distance of 158.49 feet; thence North 76 degrees 19 minutes 00 seconds East a distance of 186.18 feet; thence North 76 degrees 14 minutes 50 seconds East a distance of 1,834.16 feet to a point on the Westerly edge of the Lime Kiln Road; thence North 14 degrees 41 minutes 32 seconds West a distance of 192.83 feet; thence North 78 degrees 18 minutes 28 seconds East a distance of 160.22 feet; thence South 15 degrees 41 minutes 46 seconds East along the Easterly Right-of-Way of the Lime Kiln Road a distance of 187.16 feet; thence North 76 degrees 14 minutes 50 seconds East a distance of



623.86 feet to a point of curvature; thence along a curve to the left having a radius of 2924.05 feet, a delta angle of 54 degrees 06 minutes 37 seconds; an arc length of 735.43 feet; thence South 89 degrees 49 minutes 36 seconds East a distance of 1616.49 feet; thence South a distance sufficient to intersect a point on the southerly right of way of an easement and being located on the existing city limits of the City of Natchitoches; thence westerly along the existing city limits and easement to the point of beginning on the westerly right of way of Lime Kiln Road.







The Mayor stated that they have three economic development districts that are established and he said that he thinks this paves the groundwork for a lot of future growth and development in Natchitoches and he thinks it will come back and show that this was probably a wise move on the part of Natchitoches along with many communities that are doing it around the State of Louisiana and it is redirecting and dedicating some funds for the future for their growth and prosperity.



Mr. Pat Jones presented the Finance report, a copy of which is attached. He stated that they closed the fiscal year as of May 31st. He said the auditors have began the evaluation and audit of the books and will probably be with them for the next three to four months and will go farther into the year-end close at that time. He said the sales tax report for June, we were down 1.25% for the month compared to last June, however the July report shows 3.48% increase. He said that gives us a year-to-date for the sales tax through the end of July of 1.2% increase. He stated that in his book that is great. He said that they are not going in the hole like they did the first three, four months of the last fiscal year.



CITY OF NATCHITOCHEES
GENERAL FUND BUDGET REPORT
AS OF MAY 2010

	CURRENT MONTH			YEAR TO DATE				
	TOTAL BUDGET 09/10 FY	MONTHLY BUDGET *1	ACTUAL	(OVER) UNDER BUDGET	YTD ACTUAL	ENCUM- BRANCES	UNREALIZED AVAILABLE BALANCE	PERCENT RECEIVED/ EXPENSED
REVENUE	12,889,201	1,074,100	948,854	(125,246.58)	12,296,531		592,670	95.40%
EXPENDITURES								
DEPARTMENT:								
CITY HALL / FINANCE	516,744	43,062	53,686	(10,624.00)	472,871		43,873	91.51%
COMMUNITY DEVELOPMENT	525,612	43,801	89,131	(45,329.87)	585,660		(60,048)	111.42%
PLANNING & ZONING	175,606	14,634	15,369	(735.47)	174,404		1,202	99.32%
FIRE DEPARTMENT	2,404,358	200,363	279,507	(79,144.21)	2,417,573		(13,215)	100.55%
POLICE DEPARTMENT	3,860,834	321,736	430,225	(108,488.94)	3,617,950		242,884	93.71%
ANIMAL SHELTER	131,382	10,949	13,894	(2,945.04)	134,373		(2,991)	102.28%
PURCHASING	328,683	27,390	28,613	(1,222.81)	258,467		70,216	78.64%
CITY GARAGE	203,372	16,948	26,234	(9,286.72)	183,051		20,321	90.01%
REGISTRATION *2	886,447	73,871	102,249	(28,378.81)	962,357		(75,910)	108.56%
PUBLIC WORKS	1,454,994	121,250	170,258	(49,008.47)	1,444,764		10,230	99.30%
INDIRECT EXPENSE	2,191,385	182,615	157,376	25,239.62	1,850,886		340,499	84.46%
PROGRAMMING & PROMOTIONS	209,784	17,482	21,109	(3,627.28)	185,668		24,116	88.50%
TOTAL GENERAL FUND	12,889,201	1,074,100	1,387,652	(313,552.01)	12,288,024	0	601,177	95.34%

FOOTNOTES:

*1 - 1/12th OF TOTAL BUDGET

*2 - SEASONAL ACTIVITY

% BUDGET YEAR ELAPSED 100%

% BUDGET EXPENDED 95%



**CITY OF NATCHITOCHEES
UTILITY (PROPRIETARY) FUND BUDGET REPORT
AS OF May 31, 2010**

CURRENT MONTH

YEAR TO DATE

	TOTAL	(OVER)	UNREALIZED /	PERCENT			
BUDGET	MONTHLY	UNDER	AVAILBLE	RECEIVED/			
09/10 FY	BUDGET *1	BUDGET	BALANCE	EXPENSED			
REVENUE	39,420,101	3,285,008	3,220,008	(64,999.96)	29,487,715	9,932,386	74.80%

EXPENDITURES

DEPARTMENT:

UTILITY ADMINISTRATION	335,116	27,926	29,089	(1,162.18)	253,776	81,340	75.73%
WATER	1,667,740	138,978	116,536	22,442.81	1,577,528	90,212	94.59%
SEWER	1,461,365	121,780	127,136	(5,355.19)	1,265,070	196,295	86.57%
ELECTRIC	26,402,751	2,200,229	3,674,178	(1,473,948.80)	19,830,189	6,572,562	75.11%
UTILITY BILLING	963,229	80,269	83,430	(3,160.63)	997,180	(33,951)	103.52%
INDIRECT	8,589,900	715,825	393,764	322,060.80	7,988,773	601,127	93.00%
TOTAL UTILITY FUND	39,420,101	3,285,008	4,424,132	(1,139,123.18)	31,912,516	7,507,585	80.95%

FOOTNOTES:

* 1 - 1/12th OF TOTAL BUDGET

% BUDGET YEAR ELAPSED 100%
% BUDGET EXPENDED 81%



CITY OF NATCHITOCHEES
GENERAL FUND BUDGET REPORT
AS OF JUNE 30, 2010

	CURRENT MONTH				YEAR TO DATE			
	TOTAL BUDGET 10/11 FY	MONTHLY BUDGET *1	ACTUAL	(OVER) UNDER BUDGET	YTD ACTUAL	ENCUM- BRANCES	UNREALIZED AVAILABLE BALANCE	PERCENT RECEIVED/ EXPENSED
REVENUE	13,163,776	1,096,981	933,754	(163,227.42)	933,754		12,230,022	7.09%
EXPENDITURES								
DEPARTMENT:								
CITY HALL / FINANCE	512,155	42,680	14,925	27,754.92	14,925	12,733	484,497	5.40%
COMMUNITY DEVELOPMENT	541,745	45,145	20,901	24,244.24	20,901	2,992	517,852	4.41%
PLANNING & ZONING	182,395	15,200	5,249	9,950.38	5,249	106	177,040	2.94%
FIRE DEPARTMENT	2,549,960	212,497	89,403	123,093.98	89,403	(157)	2,460,715	3.50%
POLICE DEPARTMENT	3,973,470	331,123	137,142	193,981.00	137,142	(1,336)	3,837,665	3.42%
ANIMAL SHELTER	153,932	12,828	4,358	8,469.24	4,358	660	148,914	3.26%
PURCHASING	309,799	25,817	10,559	15,257.11	10,559	912	298,328	3.70%
CITY GARAGE	209,307	17,442	4,398	13,044.02	4,398	1,462	203,446	2.80%
RECREATION *2	868,791	72,399	55,563	16,836.34	55,563	(2,592)	815,820	6.10%
PUBLIC WORKS	1,414,923	117,910	57,825	60,085.53	57,825	1,432	1,355,667	4.19%
INDIRECT EXPENSE	2,252,088	187,674	90,753	96,921.20	90,753	1,490	2,159,846	4.10%
PROGRAMMING & PROMOTIONS	195,211	16,268	5,791	10,476.89	5,791	124	189,296	3.03%
TOTAL GENERAL FUND	13,163,776	1,096,981	496,866	600,114.85	496,866	17,824	12,649,085	3.91%

FOOTNOTES:

*1 - 1/12th OF TOTAL BUDGET

*2 - SEASONAL ACTIVITY

% BUDGET YEAR ELAPSED

8%

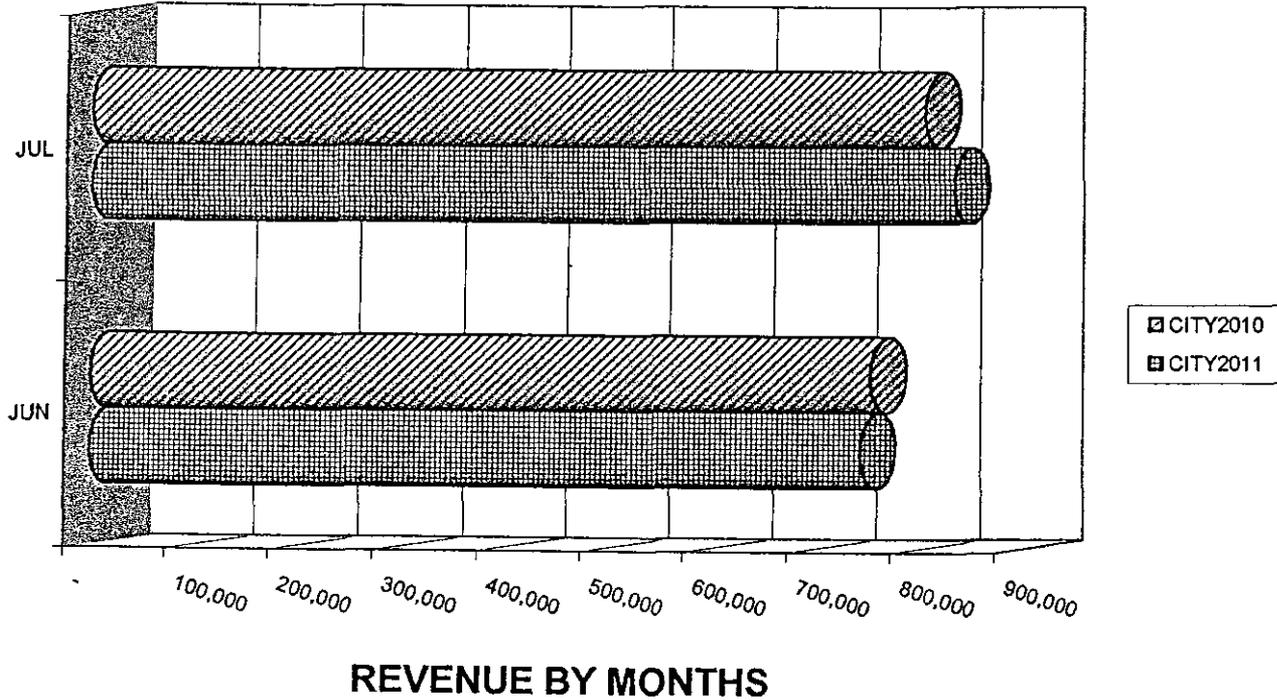
% BUDGET EXPENDED

4%





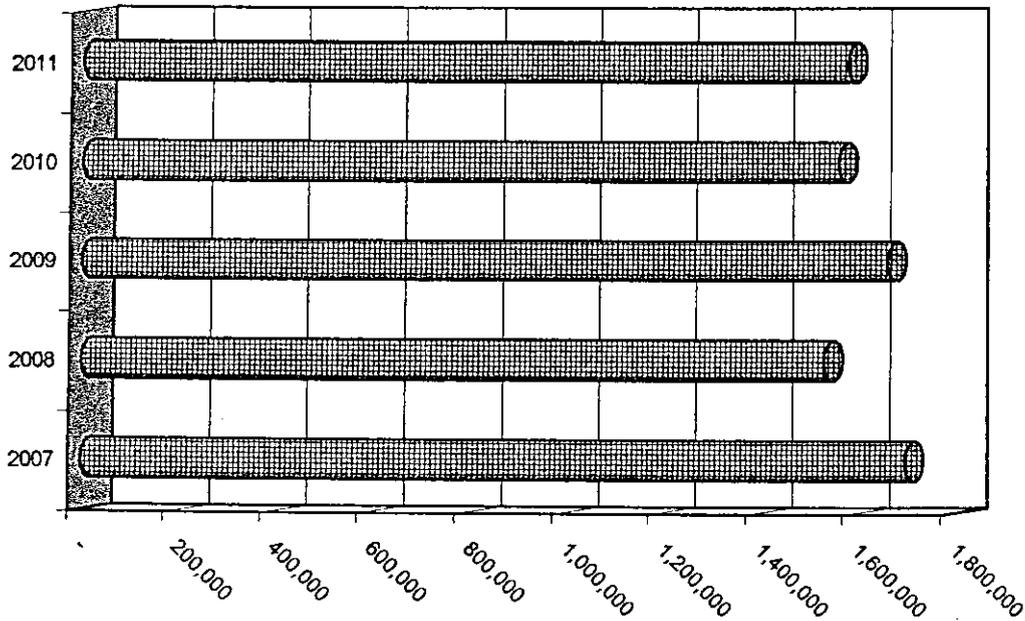
CITY OF NATCHITOCHEES FISCAL YEAR SALES TAX COLLECTIONS



PERIOD	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	DIFF 10/11	DIFF %
JUN	683,469	693,346	821,444	754,700	745,293	(9,407)	-1.25%
JUL	1,014,779	839,047	841,099	805,871	833,927	28,056	3.48%



CITY OF NATCHITOCHEES FISCAL YEAR SALES TAX COLLECTIONS



REVENUE YEAR TO DATE

PERIOD	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	DIFF 10/11	DIFF %
JUN	683,469	693,346	821,444	754,700	745,293	(9,407)	-1.25%
JUL	1,698,248	1,532,393	1,662,543	1,560,571	1,579,220	18,649	1.20%



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

RESOLUTION NUMBER 077 OF 2010

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 consisting of an Extension of Taxiway A and Rehabilitation of Apron, Phase II; and

WHEREAS FURTHER, attached hereto is the Grant Agreement, bearing Grant Number 3-22-0034-016-2010, DUNS Number 020610366, and dated August 11, 2010; 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

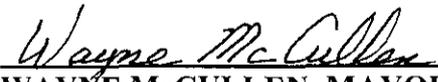
NOW THEREFORE BE IT RESOLVED by the City Council of the City of Natchitoches, in legal session convened, that Mayor Wayne McCullen, be and is hereby authorized, directed and empowered to accept the Grant from the FAA and to enter into and execute the attached Grant Application on behalf of the City of 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 introduced on this the 23rd day of August, 2010, as a regular meeting of the City Council of the City of Natchitoches, Louisiana.

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

THEREUPON, the Mayor declared the Resolution passed by a vote of 5 ayes to 0 nays, on this the 23rd day of August, 2010.



WAYNE McCULLEN, MAYOR





U.S. Department
of Transportation
Federal Aviation
Administration

SPONSOR
COPY

 COPY

GRANT AGREEMENT
PART I – OFFER

August 11, 2010

Date of Offer

Natchitoches Regional Airport

Airport

3-22-0034-016-2010

Grant No

020610366

DUNS No

TO: The City of Natchitoches, Louisiana
(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 July 29, 2010, 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:

Extend Taxiway A [Construction], and Rehabilitate Apron, Phase II

all as more particularly described in the Project Application.



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100

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 **\$521,000.00**. 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:
\$0.00 for planning
\$521,000.00 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 3, 2010**, 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. **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.

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. **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.

14. **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.

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 Airports
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 24th day of August, 2010.

The City of Natchitoches, Louisiana

(Name of Sponsor)

Wayne Mc Cullen

(Signature of Sponsor's Designated Official Representative)

(SEAL)

By: Wayne McCullen

(Typed Name of Sponsor's Designated Official Representative)

Title: Mayor

(Typed Title of Sponsor's Designated Official Representative)

Attest:

Chris S. Steiner
Stacy M. Maloney

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, 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 _____ this _____ day of _____, 2010.

By _____
(Signature of Sponsor's Attorney)



APPLICATION FOR FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION: Application <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		2. Date Submitted	Applicant Identifier 3-22-0034-016-2010
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: elee@natchitochesla.gov

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
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8. TYPE OF APPLICATION:

New Continuation Revision

If Revision, enter appropriate letter(s) in box(es):
(See back of form for description of letters)

Other (specify)

7. TYPE OF APPLICANT: (See back of form for Application Types)
 C
Other (specify)

9. NAME OF FEDERAL AGENCY
Federal Aviation Administration – Fort Worth, Texas

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER
2 0 - 1 0 6

TITLE:
Airport Improvement Program

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:
Extend Taxiway A (230' x 40')
Taxiway Fillet Modification
Rehabilitate Main Apron (7,200 S.Y.)

12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.):
Natchitoches, Natchitoches Parish, Louisiana

13. PROPOSED PROJECT

Start Date 7/10	Ending Date 12/10
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14. CONGRESSIONAL DISTRICTS OF

a. Applicant 4 th	b. Project 4 th
---------------------------------	-------------------------------

15. ESTIMATED FUNDING

a. Federal	\$	521,000	.00
b. Applicant	\$.00
c. State	\$	27,421	.00
d. Local	\$.00
e. Other	\$.00
f. Program income	\$.00
g. TOTAL	\$	548,421	.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

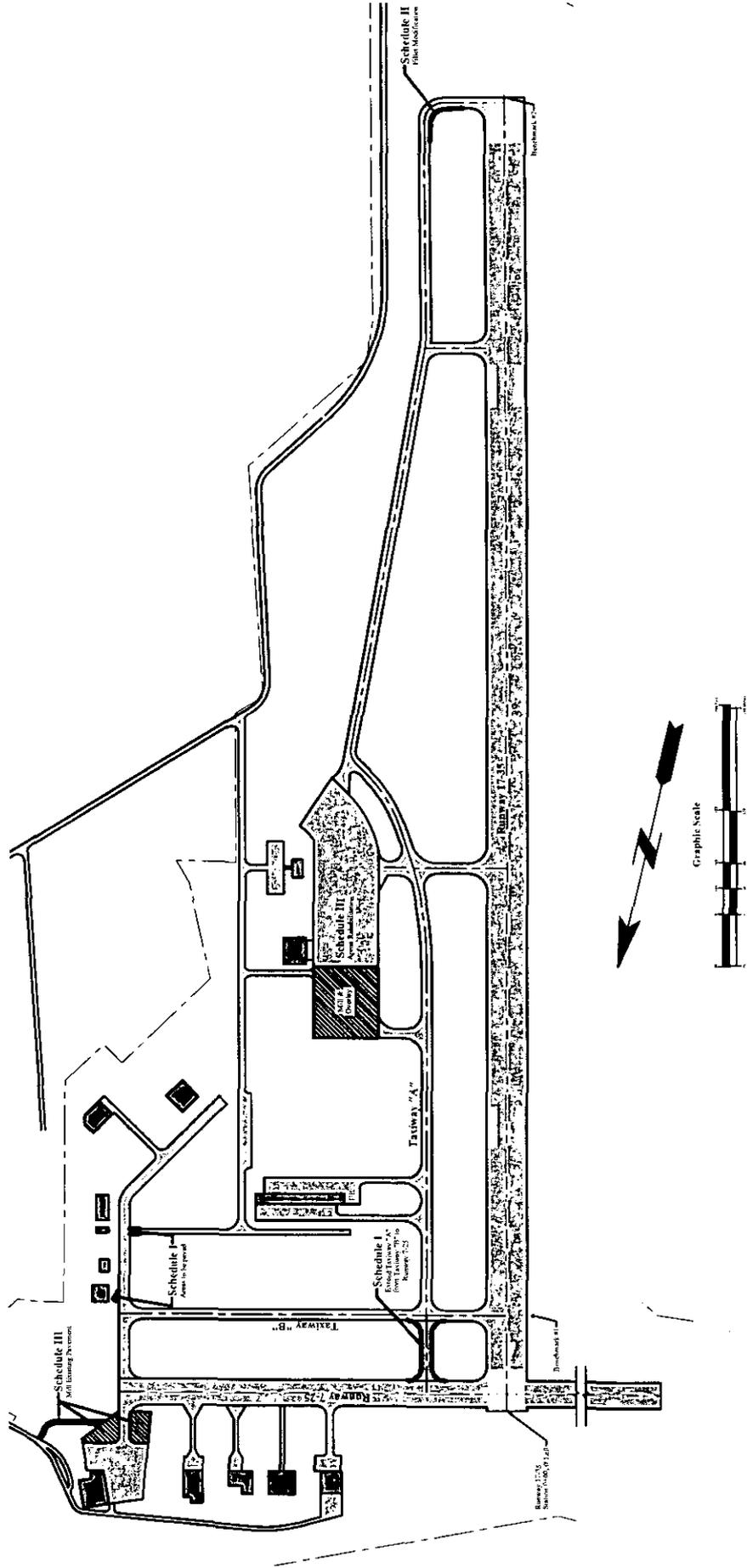
a. Authorized Representative

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: 7-29-10	





GRANT APPLICATION
Natchitoches Regional Airport
 Natchitoches, Louisiana
 AIP Project No. 3-22-0034-016-2010





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	<input checked="" type="checkbox"/>
Local	<input type="checkbox"/>
Regional	<input type="checkbox"/>

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.



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:

Passed Ordinance Number 033 of 2009

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"

**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	\$	\$	\$ 1,498.00
2. Preliminary expense			12,000.00
3. Land, structures, right-of-way			0.00
4. Architectural engineering basic fees			40,250.00
5. Other Architectural engineering fees			0.00
6. Project inspection fees			47,865.00
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			446,808.00
12. Equipment			0.00
13. Miscellaneous			0.00
14. Total (Lines 1 through 13)			548,421.00
15. Estimated Income (if applicable)			0.00
16. Net Project Amount (Line 14 minus 15)			548,421.00
17. Less: Ineligible Exclusions			0.00
18. Add: Contingencies			0.00
19. Total Project Amt. (Excluding Rehabilitation Grants)			548,421.00
20. Federal Share requested of Line 19			521,000.00
21. Add Rehabilitation Grants Requested (100 Percent)			0.00
22. Total Federal grant requested (lines 20 & 21)			521,000.00
23. Grantee share			0.00
24. Other shares			27,421.00
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$ 548,421.00



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

Line 25 - Self-explanatory.

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

SECTION C - EXCLUSIONS

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

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		27,421.00
b. Other		0.00
c. Total Other Shares		0.00
29. TOTAL	\$	27,421.00

SECTION E - REMARKS

PART IV PROGRAM NARRATIVE (Attach - See Instructions)



PART IV
PROGRAM NARRATIVE
(Suggested Format)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

PROJECT : Extend taxiway "A", construct fillet modification and rehabilitate a portion of the main apron.

AIRPORT : Natchitoches Regional Airport

1. Objective:

This project will extend Taxiway "A" between Taxiway "B" and Runway 7/25, making Taxiway "A" a complete parallel taxiway. The radius on the southern end of Taxiway "A" will be modified by the construction of a fillet. In the past some aircraft have taxied off of the pavement making this turn. Finally, a portion of the main apron will be rehabilitated.

2. Benefits Anticipated:

Completion of the full length parallel taxiway will enhance current operations. Construction of the interior fillet on Taxiway "A" should eliminate any aircraft from taxiing off of the pavement. The apron rehabilitation will not only help preserve the current pavement but will also provide a small increase in pavement strength.

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

The taxiway extension, fillet modification and apron rehabilitation will be designed, bid and constructed under this grant. The bids will then be used to determine the amount of apron to be rehabilitated.

4. Geographic Location:

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

5. If Applicable, Provide Additional Information:

This is the construction of a 230-foot taxiway extension, taxiway fillet modification and 7,200 square yards of apron rehabilitation.

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

Edd Lee
P.O. Box 37
Natchitoches, LA 71458
318-357-3824 (P)



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 the grant offer by the sponsor, these assurances are incorporated in and become part of the 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 the 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 the 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 the 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:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²

- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- t. Copeland Anti kickback Act - 18 U.S.C. 874.¹
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

- Executive Order 11246 - Equal Employment Opportunity¹
- Executive Order 11990 - Protection of Wetlands
- Executive Order 11988 - Flood Plain Management
- Executive Order 12372 - Intergovernmental Review of Federal Programs.
- Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- Executive Order 12898 - Environmental Justice

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.¹
- 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.¹
- 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).¹
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹

- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- 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.^{1,2}
- 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.¹
- o. 49 CFR Part 29 - Government wide debarment and suspension (non-procurement) 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.¹

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

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in the grant agreement.

2. Responsibility and Authority of the Sponsor.

- a. **Public Agency Sponsor:** It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person

to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

- 3. Sponsor Fund Availability.** It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or 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 the 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 the 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 the grant agreement and shall insure that such arrangement also requires compliance therewith.
6. **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.
7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
8. **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 at which project is proposed.
9. **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.
10. **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 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.
11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such

reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for 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 the grant, the total cost of the project in connection with which the 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 the 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 the 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 the 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 the 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 schedules shall also be subject to approval of the Secretary, and incorporated into the grant agreement.

17. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
18. **Planning Projects.** In carrying out planning projects:
 - a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
 - b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
 - c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
 - d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
 - e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
 - f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
 - g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
 - h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.
19. **Operation and Maintenance.**
 - a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon 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-
 - (1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - (2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non tenants and signatory carriers and non signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a 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.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections. It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use

agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
 - d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - (i) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - (ii) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.
27. **Use by Government Aircraft.** It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that-
- 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.

30. Civil Rights. It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, (1) be paid to the Secretary for deposit in the Trust Fund, or (2) be reinvested in an approved noise compatibility project as prescribed by the Secretary, including the purchase of nonresidential buildings or property in the vicinity of residential buildings or property previously purchased by the airport as part of a noise compatibility program.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (2) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- 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 and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

- 38. Hangar Construction.** If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.
- 39. Competitive Access.**
- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
 - b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date

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

**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

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 (DEVS)
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

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

**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)



Mr. Edd Lee stated that this was the project that they had already opened bids and awarded bids on for the taxiway extension and ramp improvements on the north end of the main ramp. He said that the FAA has requested that they pass a resolution authorizing the mayor to sign the grant and this is completely funded by the FAA and the DOTD, Louisiana DOTD Aviation division.



Mr. Mims made a motion that Resolutions 79 and 80 be added to the agenda. The motion was seconded by Mr. Payne.

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

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

The Mayor declared the motion as PASSED.



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

RESOLUTION NO. 079 OF 2010

**A RESOLUTION DESIGNATING FRIDAY, SEPTEMBER 3, 2010
AS AN OFFICIAL HOLIDAY FOR THE EMPLOYEES OF THE CITY
OF NATCHITOCHEES FOR THE YEAR 2010**

WHEREAS, the Mayor and City Council of the City of Natchitoches appreciate the hard work of the Natchitoches City Employees; and

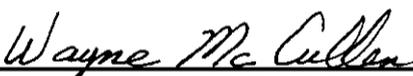
WHEREAS, to show appreciation for the dedicated efforts of our City Employees, the Mayor and Natchitoches City Council wish to declare, Friday, September 3, 2010 as an official City Holiday for 2010.

NOW, THEREFORE, BE IT RESOLVED, by Mayor Wayne McCullen, that Friday, September 3, 2010 be declared an Official Holiday for the City of Natchitoches Employees.

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

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

THEREUPON, Mayor Pro Tempore, Don Mims, declared the Resolution **PASSED** by a vote of 4 ayes to 0 nays, this the 23th day of August, 2010.



WAYNE McCULLEN, MAYOR



11

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

RESOLUTION NO. 080 OF 2010

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR, WAYNE MCCULLEN, TO EXECUTE AN INSTRUMENT ENTITLED "LANDLORD'S RELEASE" WHEREBY THE CITY WILL SUBORDINATE ITS RIGHTS UNDER A LEASE WITH ROBERT L. SALIM IN FAVOR OF THE FROST NATIONAL BANK

WHEREAS, Robert L. Salim (sometimes hereinafter "Salim") has a lease with the City of Natchitoches (sometimes hereinafter "CITY") for a hanger at the Natchitoches Regional Airport; and

WHEREAS FURTHER, Salim has entered into or is about to enter into an agreement with The Frost National Bank (sometimes hereinafter "Frost"), whereby Frost will acquire a security interest in a 2008 Beech Aircraft which is owned by Salim; and

WHEREAS FURTHER, as a condition of the agreement Frost is requiring the CITY to execute the attached instrument entitled "Landlord's Release"; and

WHEREAS FURTHER, having reviewed the attached "Landlord's Release", and being of the opinion that it is in the interest of the CITY and the Natchitoches Regional Airport to approve same, the City Council of the City of Natchitoches desires to authorize the Mayor to execute the "Landlord's Release" on behalf of the CITY;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Natchitoches, in legal session convened, does hereby authorize, empower, and direct the Honorable Wayne McCullen, Mayor, to execute the "Landlord's Release", on behalf of the City of Natchitoches.

This Resolution was put to a vote and the vote thereon was recorded as follows:

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

The Mayor then declared this Resolution **PASSED** by a vote of 5 Ayes to 0 Nays, this day of August 23, 2010, at the regular meeting of the City Council of the City of Natchitoches, Louisiana.



WAYNE McCULLEN, MAYOR





City of Natchitoches
Oldest Settlement in the Louisiana Purchase

OFFICE OF THE MAYOR
Wayne McCullen

September 7, 2010

Mr. Robert L. Salim
Attorney at Law
1901 Texas Street
Natchitoches, LA 71457

Dear Skeeter:

Please find enclosed the **original** Landlord's Release by and between you, as Borrow, and The Frost National Bank, as Lender. The Release was executed by Mayor McCullen, as authorized by the City Council by Resolution No. 080 of 2010 on August 23, 2010, a *certified* copy of which is attached.

Please provide me with a completed copy after executed by The Frost National Bank for inclusion in the minute book.

Please let me know if anything in addition is needed.

Sincerely,


Wayne McCullen, Mayor

Cc: Pat Jones w/copy
Tommy Murchison w/copy
Edd Lee w/copy
Larry Cooper w/copy

WM:css





LANDLORD'S RELEASE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
	08-18-2010	08-18-2013	9001		2618031	R49	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: ROBERT L. SALIM
1901 TEXAS STREET
NATCHITOCHEs, LA 71457

Lender: THE FROST NATIONAL BANK
DOWNTOWN - ONE CITY CENTRE FINANCIAL
CENTER
P.O. BOX 1600
SAN ANTONIO, TX 78296

THIS LANDLORD'S RELEASE is entered into among ROBERT L. SALIM ("Borrower"), whose address is 1901 TEXAS STREET, NATCHITOCHEs, LA 71457; THE FROST NATIONAL BANK ("Lender"), whose address is DOWNTOWN - ONE CITY CENTRE FINANCIAL CENTER, P.O. BOX 1600, SAN ANTONIO, TX 78296; and NATCHITOCHEs REGIONAL AIRPORT ("Landlord"), whose address is 450 WALLENBURG DR, NATCHITOCHEs, LA 71457. Borrower and Lender have entered into, or are about to enter into, an agreement whereby Lender has acquired or will acquire a security interest or other interest in the Collateral. Some or all of the Collateral may be affixed or otherwise become located on the Premises. To induce Lender to extend credit or other financial or other accommodations to Borrower, Landlord hereby waives and subordinates to and in favor of Lender any and all liens, privileges, claims, rights and/or other security interests that Landlord may now and in the future have on, in, or against the Collateral, whether arising by operation of law or otherwise. Landlord agrees that Lender's security interest in the Collateral shall at all times be superior to and have priority over the Landlord's Lien. Landlord further agrees that if Lender should obtain title to all or any part of the Collateral by dation en paiement, or by any other voluntary surrender, transfer or sale by Borrower, or Borrower's successors or transferees, Lender shall own the same free of the Landlord's Lien. Should it ever become necessary for Lender to foreclose against all or any part of the Collateral or exercise any of its other rights and/or remedies with regard thereto, or should the Collateral ever be sold or transferred to a party other than Lender, or condemned, expropriated, or otherwise disposed of, or lost or damaged, Borrower's Indebtedness will be paid to Lender from the proceeds therefrom in preference to and with priority over the Landlord's Lien. Landlord additionally agrees that Landlord's Lien shall at all times be subject to the rights granted hereunder and that Landlord will not have the Collateral sequestered or seek to assert Landlord's Lien until such time as Landlord receives notice in writing from Lender that Lender no longer has a security interest in the Collateral.

COLLATERAL DESCRIPTION. The word "Collateral" means certain of Borrower's personal property in which Lender has acquired or will acquire a security interest, including without limitation the following specific property:

2008 BEECH AIRCRAFT COMPANY B200 GT with an FAA Registration Number of N24HD (Serial Number BY-18).

DISCLAIMER OF INTEREST. Landlord hereby consents to Lender's security interest (or other interest) in the Collateral and disclaims all interests, liens and claims which Landlord now has or may hereafter acquire in the Collateral. Landlord agrees that any lien or claim it may now have or may hereafter have in the Collateral will be subject at all times to Lender's security interest (or other present or future interest) in the Collateral and will be subject to the rights granted by Landlord to Lender in this Agreement.

ENTRY ONTO PREMISES. Landlord and Borrower grant to Lender the right to enter upon the Premises for the purpose of removing the Collateral from the Premises or conducting sales of the Collateral on the Premises. The rights granted to Lender in this Agreement will continue until a reasonable time after Lender receives notice in writing from Landlord that Borrower no longer is in lawful possession of the Premises. If Lender enters onto the Premises and removes the Collateral, Lender agrees with Landlord not to remove any Collateral in such a way that the Premises are damaged, without either repairing any such damage or reimbursing Landlord for the cost of repair.

FACSIMILE DOCUMENTS AND SIGNATURES. For purposes of negotiating and finalizing this document, if this document is transmitted by facsimile machine ("fax"), it shall be treated for all purposes as an original document. Additionally, the signature of any party on this document transmitted by way of a fax machine shall be considered for all purposes as an original signature. Any such faxed document shall be considered to have the same binding legal effect as an original document. At the request of any party, any faxed document shall be re-executed by each signatory party in an original form.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement: This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement. The covenants of Borrower and Landlord respecting subordination of the claim or claims of Landlord in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any claim or claims to which this Agreement shall apply. Lender need not accept this Agreement in writing or otherwise to make it effective. ~~This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.~~ If Landlord is other than an individual, any agent or other person executing this Agreement on behalf of Landlord represents and warrants to Lender that he or she has full power and authority to execute this Agreement on Landlord's behalf. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed by Lender. ~~Without notice to Landlord and without affecting the validity of this Consent, Lender may do or not do anything it deems appropriate or necessary with respect to the Loan, any obligors on the Loan, or any Collateral for the Loan; including without limitation extending, renewing, rearranging, or accelerating any of the Loan indebtedness.~~

AMENDMENTS. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

NO WAIVER BY LENDER. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between



LANDLORD'S RELEASE
(Continued)

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Lender and Landlord, shall constitute a waiver of any of Lender's rights or of any of Landlord's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

SEVERABILITY. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Landlord's Release, as this Landlord's Release may be amended or modified from time to time, together with all exhibits and schedules attached to this Landlord's Release from time to time.

Borrower. The word "Borrower" means ROBERT L. SALIM and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Borrower's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Landlord. The word "Landlord" means NATCHITOCHES REGIONAL AIRPORT, and is used for convenience purposes only. Landlord's interest in the Premises may be that of a fee owner, lessor, sublessor or lienholder, or that of any other holder of an interest in the Premises which may be, or may become, prior to the interest of Lender.

Lender. The word "Lender" means THE FROST NATIONAL BANK, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced.

Note. The word "Note" means the Note executed by ROBERT L. SALIM in the principal amount of \$3,500,000.00 dated August 18, 2010, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Premises. The word "Premises" means the real property legally described as:

450 WALLENBURG DR., NATCHITOCHES, LOUISIANA 71457

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

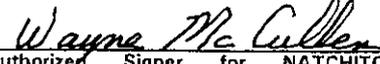
BORROWER AND LANDLORD ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S RELEASE, AND BORROWER AND LANDLORD AGREE TO ITS TERMS. THIS AGREEMENT IS DATED AUGUST 18, 2010.

BORROWER:


ROBERT L. SALIM, Individually

LANDLORD:

NATCHITOCHES REGIONAL AIRPORT

By: 
Authorized Signer for NATCHITOCHES REGIONAL AIRPORT

LENDER:

THE FROST NATIONAL BANK

X _____
Authorized Officer

By: _____
Authorized Signer for NATCHITOCHES REGIONAL AIRPORT



Mr. Corkern stated that the City is leasing hangar space to Mr. Salim and they would have a landlord's lien but the bank that is loaning him money on the airplane that he bought and wants to make sure that they have a first mortgage so the city is subordinating their \$160.00 dollar a month lease to whatever the bank's mortgage is.



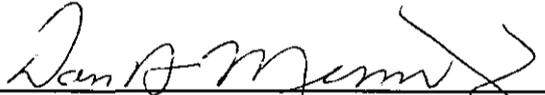
Mayor McCullen stated that Friday September the 3rd and Monday, September the 6th in honor of Labor Day that the city offices will be closed.

Mr. Nielsen made a motion to go into executive session for the purpose of discussion of personnel issues. Mr. McCain seconded the motion, and the meeting was temporarily adjourned at 8:20 p.m. for executive session.

The City Council meeting was reconvened at 8:45 p.m.

Mayor McCullen asked if there was any further business, there being none, Mr. Mims made a motion to adjourn the meeting, Mr. Payne seconded the motion, and the meeting was adjourned at 8:48 p.m.


MAYOR WAYNE McCULLEN


MAYOR PRO TEMPORE, DON MIMS

