

**PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF NATCHITOCHEs, STATE OF LOUISIANA,
REGULAR MEETING HELD ON
MONDAY, JUNE 24, 2019 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, June 24, 2019 at 5:30 p.m.

There were present:

Mayor Lee Posey
Councilman At Large Don Mims, Jr.
Councilman Dale Nielsen
Councilwoman Sylvia Morrow
Councilman Lawrence Batiste

Guests: None

Absent: None

Mayor Lee Posey called the meeting to order and welcomed everyone for coming. Michael Braxton was asked to lead the invocation and Councilman Dale Nielsen led the Pledge of Allegiance.

Mayor Posey then called for the reading and approval of the minutes for the June 10, 2019 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Ms. Morrow, a roll call vote was as follows:

Ayes:	Batiste, Nielsen, Mims, Morrow
Nays:	None
Absent:	Harrington
Abstain:	None

The following Ordinance was introduced by Mr. Mims at the Natchitoches City Council meeting held on June 24, 2019 as follows:

ORDINANCE NO. 024 OF 2019

AN ORDINANCE AUTHORIZING AN AGREEMENT AND AMENDMENT TO EASEMENTS BETWEEN EVANS FAMILY, L.L.C. AND THE CITY OF NATCHITOCHES, PROVIDING FOR THE ASPHALT OVERLAY OF A GRAVEL ROAD AND FURTHER AMENDING THE TERMS OF EXISTING RIGHTS OF WAY IN FAVOR OF THE CITY OF NATCHITOCHES AND AUTHORIZING THE MAYOR TO EXECUTE THE SAID AGREEMENT AND AMENDMENT TO EASEMENTS ON BEHALF OF THE CITY PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.

WHEREAS, The City of Natchitoches (sometimes hereinafter “City”) and Evans Family, L.L.C. (Sometimes hereinafter “Evans”) have negotiated for the asphalt overlay of a gravel drive located within a **City** easement located on property of **Evans**; and

WHEREAS FURTHER, **Evans** is the owner of certain property situated and located in Section 83, Township 9 North, Range 7 West, City and Parish of Natchitoches, Louisiana. **Evans’** predecessor in title granted an Easement and Service Road and Utility Easement across this property and in favor of the City of Natchitoches, by instrument dated July 8, 1991, and recorded at Conveyance Book 466, page 217 (sometimes hereinafter “Rue De Gabriel Easement”). This easement currently runs from the western end of Rue De Gabriel to the eastern right of way of Lime Kiln Road; and

WHEREAS FURTHER, **Evans** has further granted an Easement and Servitude for Passage and Utilities in favor of the City of Natchitoches recorded August 31, 2017, and recorded at Conveyance Book 714, page 755 of the records of Natchitoches Parish, Louisiana (sometimes hereinafter “Sports Complex Easement”). This easement runs from the North line of the above described easement to the property of the City of Natchitoches currently being developed as a Sports and Recreation Park, and is more fully shown and depicted on a survey by Robert Lynn Davis dated August 17, 2017 and attached to the Sports Complex Easement; and

WHEREAS FURTHER, pursuant to the terms of the Rue De Gabriel Easement, the City constructed a gravel road which was to be used for allowing the City to have access and rights of ingress and egress for the maintaining of electrical and other utility lines in the area. The Rue De Gabriel Easement allowed both parties use of the gravel road; and

WHEREAS FURTHER, **City** and **Evans** desire to upgrade and overlay that portion of the Rue De Gabriel Easement that is located between the western end of Rue De Gabriel and the western end of the Sports Park Easement (area to be overlaid sometimes hereinafter referred to as “Overlay Area”). **Evans** desires to improve access to its property located to the North and South of the Rue De Gabriel Easement, and the **City** desires to improve its access to the Sports and Recreation Park. The parties estimate that the Overlay Area extends 1,173 feet. The **City** has agreed to enter into a contract to complete the asphalt overlay described above and **Evans** has agreed to reimburse the **City** fifty percent (50%) of the cost associated with the overlay, but said reimbursement not to exceed Forty Thousand and no/100 (\$40,000.00) Dollars. As additional consideration, the **City** will construct gates across the Rue De Gabriel Easement at the West end of the Sports Complex Easement. Both parties will be provided keys to any lock on this set of gates; and

WHEREAS FURTHER, the parties further agree to amend the Rue De Gabriel Easement and the Sports Complex Easement in order to specifically allow the **City** a right of passages including the right of ingress and egress for vehicular traffic access across the Rue De Gabriel Easement and the Sports Complex Easement. More specifically, it is the intent of the parties that the **City** will access the Sports and Recreation Complex from the western end of Rue De Gabriel, across the Rue De Gabriel Easement and the Sports Complex Easement to the southern boundary of the Sports and Recreation Complex. The parties further agree to amend the Sports Complex Easement in order to allow for the placement of an enclosed and gated dumpster site within the Sports Complex Easement; and

WHEREAS FURTHER, under the terms of the Agreement and Amendment to Easements the **City** agrees to undertake the following:

- 1) It will enter a construction contract for the asphalt overlay of that portion of the Rue De Gabriel Easement situated between the western end of Rue De Gabriel and the and the western end of the Sports Park Easement and will undertake to complete the construction of the asphalt overlay. It is estimated that the area to be overlaid is approximately 1,173 feet in length.
- 2) The **City** agrees that it will pay all expenses associated with the above described overlay, subject to a reimbursement from **Evans**, described below.
- 3) The **City** agrees to construct gates across the Rue De Gabriel Easement at the West end of the Sports Complex Easement. Both parties will be provided keys to any lock on this set of gates.
- 4) The **City** agrees to construct an enclosure with gates around the dumpster site to be located on the Sports Complex Easement.
- 5) The **City** reaffirms the commitments set forth in the **Rue De Gabriel Easement** and the **Sports Complex Easement**.

WHEREAS FURTHER, under the terms of the Agreement and Amendment to Easements **Evans** agrees to undertake the following:

- 1) **Evans** will reimburse the **City** fifty percent (50%) of the cost associated with the asphalt overlay, but said reimbursement not to exceed Forty Thousand and no/100 (\$40,000.00) Dollars.
- 2) Amend that Easement recorded at Conveyance Book 466, page 217, to expand the rights granted to the City thereunder to include the right of ingress and egress for vehicular traffic access across the Rue De Gabriel Easement and the Sports Complex Easement. More specifically, it is the intent of the parties that the **City** will access the Sports and Recreation Complex from the western end of Rue De Gabriel, across the Rue De Gabriel Easement and the Sports Complex Easement to the southern boundary of the Sports and Recreation Complex.
- 3) Amend that Easement recorded at Conveyance Book 714, page 755, to specifically provide for the right of the **City** to place an enclosed and gated dumpster site within the easement granted therein.

WHEREAS FURTHER, the proposed Agreement and Amendment to Easements has been reviewed by the City Council and has been approved; and

WHEREAS FURTHER, the City Council is of the opinion that the Agreement and Amendment to Easements will benefit the City and help promote tourism and economic development through the use of the Sports Complex, and will further offer additional recreational opportunities to the citizens of the City; and

NOW THEREFORE BE IT ORDAINED that the City Council takes cognizance of and approves the Agreement and Amendment to Easements , a copy of which is attached hereto, and authorizes the Mayor, Lee Posey, to execute the said Agreement and Amendment to Easements with Evans Family, L.L.C.

BE IT FURTHER ORDAINED that the terms and conditions of the Agreement and Amendment to Easements are hereby approved by the City Council.

BE IT FURTHER ORDAINED that all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

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

BE IT FURTHER ORDAINED that this Ordinance shall go into effect upon publication and in accordance with law.

Mr. Batiste asked where this would be located. Mayor Posey stated we did not want the garbage trucks to have to drive all the way through the sports park and increase the risk of damage to the road. Therefore, the trucks will enter through Rue de Gabriel to empty the garbage generated by the sports park.

Mr. LaCaze stated the original design had the dumpster near the maintenance building. Over a period of time you would see the wear and tear the heavy trucks would have on the road, so we were able to relocate the dumpster to have the least amount of impact to the road way because this area consists of a crushed stone drive.

The following Ordinance was introduced by Mr. Nielsen at the Natchitoches City Council meeting held on June 24, 2019 as follows:

ORDINANCE NUMBER 025 OF 2019

AN ORDINANCE TO AMEND AND RE-ADOPT SECTION 22-36 OF THE CODE OF ORDINANCES, WHICH SAID SECTION IS WITHIN ARTICLE III, ENTITLED “CANE RIVER LAKE” OF CHAPTER 22 ENTITLED “PARKS AND RECREATION”, SAID SECTION BEING AMENDED AND RE-ADOPTED TO AMEND REGULATIONS GOVERNING WATERCRAFT OPERATION DURING FIREWORKS DISPLAYS, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.

WHEREAS, Section 22-36 of the Code of Ordinances of the City of Natchitoches provides for the restriction of boat traffic on Cane River Lake during firework displays in downtown Natchitoches; and

WHEREAS FURTHER, the goal of this section is to provide for safety of boaters and property during the fireworks display that occurs in downtown Natchitoches; and

WHEREAS FURTHER, Section 22-36 was amended by Ordinance Number 40 of 2018, to provide for the regulation of boat traffic during all fireworks displays with boat traffic being prohibited beginning at 6:00 P.M. on days when fireworks are scheduled; and

WHEREAS FURTHER, the City Council of the City of Natchitoches desires to amend Section 22-36 of the Code of Ordinances in order to provide that the operation of watercraft be prohibited in the designated area beginning one hour prior to the scheduled fireworks display; and

WHEREAS FURTHER, Section 22-36 currently provides as follows, to-wit:

“Sec. 22-36. Operation of watercraft on Cane River Lake on days when firework displays occur on City Property.

(a) The term "watercraft", whenever used in this section, shall be held to mean any motorboat, rowboat, barge, raft, and any other boat or vessel of whatsoever nature and kind commonly used for the transportation of persons or things upon a stream, river, lake or other waterway.

The phrase “designated area”, whenever used in this section, shall mean that portion or area of Cane River Lake near the downtown bridge that has been designated by the Louisiana Fire Marshall, or his designee, as being within a fallout zone for a fireworks display.

The phrase “fireworks display”, whenever used in this section, shall mean any fireworks display that occurs in downtown Natchitoches, and where part of the fallout area includes a portion of Cane River Lake.

The phrase “fallout area”, whenever used in this section, shall mean that area where spent fireworks fall back to Earth, as said area is determined and described by the Louisiana Fire Marshall.

(b) It shall be unlawful for any person to operate or use a watercraft for any purpose whatsoever or leave any watercraft moored or docked on Cane River Lake within the designated area as marked with buoys or other appropriate signs, symbols or other markings identifying the limits of the designated area, on the first Saturday of December of each year, during that time period beginning at 3:30 p.m. and continuing until the area has been declared safe by the Fire Marshall, or his designee, on the day commonly referred to as "Christmas Festival Day". It being the intention of this section to prohibit the operation, use, mooring or docking of any and all watercraft, whatsoever, within such designated area of the corporate limits of the city, for the time period set forth above, on Christmas Festival Day.

(c) It shall be unlawful for any person to operate or use a watercraft for any purpose whatsoever or leave any watercraft moored or docked on Cane River Lake within the designated area as marked with buoys or other appropriate signs, symbols or other markings identifying the limits of the designated area, on any day when a fireworks display occurs in downtown Natchitoches, during that time period beginning at 6:00 p.m. and continuing until the area has been declared safe by the Fire Marshall, or his designee. It being the intention of this section to prohibit the operation, use, mooring or docking of any and all watercraft, whatsoever, within such designated area of the corporate limits of the city for the time period set forth above, during any fireworks display.

(d) The Chief of Police of the City of Natchitoches, or his designee, shall have authority to mark and designate the bounds of such designated area, as identified by the Fire Marshall, or his designee, where the use, operation, mooring or docking of watercraft is prohibited with any appropriate signs, symbols or other markings fixed in a conspicuous place so as to visibly notify the public.

(e) Violation of this ordinance shall be punished in accordance with Section 1-9 of this Code. In addition, if any watercraft is not moved upon order of a law enforcement officer, law enforcement personnel are authorized to remove the watercraft. If the owner of the watercraft is not in attendance of the watercraft, or cannot be located, or if the owner of the watercraft refuses to remove the watercraft upon order of a law enforcement officer, the watercraft may be towed to a storage area with the owner of the watercraft being responsible for any towing and storage fees.”

; and

WHEREAS FURTHER, it is proposed that Section 22-36 be amended to provide as follows, to-wit:

“Sec. 22-36. Operation of watercraft on Cane River Lake on days when firework displays occur on City Property.

(a) The term "watercraft", whenever used in this section, shall be held to mean any motorboat, rowboat, barge, raft, and any other boat or vessel of whatsoever

nature and kind commonly used for the transportation of persons or things upon a stream, river, lake or other waterway.

The phrase “designated area”, whenever used in this section, shall mean that portion or area of Cane River Lake near the downtown bridge that has been designated by the Louisiana Fire Marshall, or his designee, as being within a fallout zone for a fireworks display.

The phrase “fireworks display”, whenever used in this section, shall mean any fireworks display that occurs in downtown Natchitoches, and where part of the fallout area includes a portion of Cane River Lake.

The phrase “fallout area”, whenever used in this section, shall mean that area where spent fireworks fall back to Earth, as said area is determined and described by the Louisiana Fire Marshall.

(b) It shall be unlawful for any person to operate or use a watercraft for any purpose whatsoever or leave any watercraft moored or docked on Cane River Lake within the designated area as marked with buoys or other appropriate signs, symbols or other markings identifying the limits of the designated area, on the first Saturday of December of each year, during that time period beginning at 3:30 p.m. and continuing until the area has been declared safe by the Fire Marshall, or his designee, on the day commonly referred to as "Christmas Festival Day". It being the intention of this section to prohibit the operation, use, mooring or docking of any and all watercraft, whatsoever, within such designated area of the corporate limits of the city, for the time period set forth above, on Christmas Festival Day.

(c) It shall be unlawful for any person to operate or use a watercraft for any purpose whatsoever or leave any watercraft moored or docked on Cane River Lake within the designated area as marked with buoys or other appropriate signs, symbols or other markings identifying the limits of the designated area, on any day when a fireworks display occurs in downtown Natchitoches, during that time period beginning one hour prior to the time that a fireworks display is scheduled to begin, and continuing until the area has been declared safe by the Fire Marshall, or his designee. It being the intention of this section to prohibit the operation, use, mooring or docking of any and all watercraft, whatsoever, within such designated area of the corporate limits of the city for the time period set forth above, during any fireworks display.

(d) The Chief of Police of the City of Natchitoches, or his designee, shall have authority to mark and designate the bounds of such designated area, as identified by the Fire Marshall, or his designee, where the use, operation, mooring or docking of watercraft is prohibited with any appropriate signs, symbols or other markings fixed in a conspicuous place so as to visibly notify the public.

(e) Violation of this ordinance shall be punished in accordance with Section 1-9 of this Code. In addition, if any watercraft is not moved upon order of a law enforcement officer, law enforcement personnel are authorized to remove the watercraft. If the owner of the watercraft is not in attendance of the watercraft, or cannot be located, or if the owner of the watercraft refuses to remove the watercraft upon order of a law enforcement officer, the watercraft may be towed to a storage area with the owner of the watercraft being responsible for any towing and storage fees.”

; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the proposed changes and agrees that the adoption is advisable and in the best interest of the City of Natchitoches and its citizens; and

WHEREAS FURTHER, the City Council of the City of Natchitoches, Louisiana, desires to amend the Code of Ordinances of the City of Natchitoches in order to amend Section 22-36; and

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

SECTION 1. Section 22-36 of the Code of Ordinances of the City of Natchitoches is hereby amended and re-enacted to read as follows:

“Sec. 22-36. Operation of watercraft on Cane River Lake on days when firework displays occur on City Property.

(a) The term "watercraft", whenever used in this section, shall be held to mean any motorboat, rowboat, barge, raft, and any other boat or vessel of whatsoever nature and kind commonly used for the transportation of persons or things upon a stream, river, lake or other waterway.

The phrase “designated area”, whenever used in this section, shall mean that portion or area of Cane River Lake near the downtown bridge that has been designated by the Louisiana Fire Marshall, or his designee, as being within a fallout zone for a fireworks display.

The phrase “fireworks display”, whenever used in this section, shall mean any fireworks display that occurs in downtown Natchitoches, and where part of the fallout area includes a portion of Cane River Lake.

The phrase “fallout area”, whenever used in this section, shall mean that area where spent fireworks fall back to Earth, as said area is determined and described by the Louisiana Fire Marshall.

(b) It shall be unlawful for any person to operate or use a watercraft for any purpose whatsoever or leave any watercraft moored or docked on Cane River Lake within the designated area as marked with buoys or other appropriate signs, symbols or other markings identifying the limits of the designated area, on the first Saturday of December of each year, during that time period beginning at 3:30 p.m. and continuing until the area has been declared safe by the Fire Marshall, or his designee, on the day commonly referred to as "Christmas Festival Day". It being the intention of this section to prohibit the operation, use, mooring or docking of any and all watercraft, whatsoever, within such designated area of the corporate limits of the city, for the time period set forth above, on Christmas Festival Day.

(c) It shall be unlawful for any person to operate or use a watercraft for any purpose whatsoever or leave any watercraft moored or docked on Cane River Lake within the designated area as marked with buoys or other appropriate signs, symbols or other markings identifying the limits of the designated area, on any day when a fireworks display occurs in downtown Natchitoches, during that time period beginning one hour prior to the time that a fireworks display is scheduled

to begin, and continuing until the area has been declared safe by the Fire Marshall, or his designee. It being the intention of this section to prohibit the operation, use, mooring or docking of any and all watercraft, whatsoever, within such designated area of the corporate limits of the city for the time period set forth above, during any fireworks display.

(d) The Chief of Police of the City of Natchitoches, or his designee, shall have authority to mark and designate the bounds of such designated area, as identified by the Fire Marshall, or his designee, where the use, operation, mooring or docking of watercraft is prohibited with any appropriate signs, symbols or other markings fixed in a conspicuous place so as to visibly notify the public.

(e) Violation of this ordinance shall be punished in accordance with Section 1-9 of this Code. In addition, if any watercraft is not moved upon order of a law enforcement officer, law enforcement personnel are authorized to remove the watercraft. If the owner of the watercraft is not in attendance of the watercraft, or cannot be located, or if the owner of the watercraft refuses to remove the watercraft upon order of a law enforcement officer, the watercraft may be towed to a storage area with the owner of the watercraft being responsible for any towing and storage fees.”

SECTION 2. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 3. If any portion of this Ordinance is declared to be invalid or unconstitutional in any manner, the invalidity shall be limited to that particular section or provision, and shall not affect the remaining portions of the ordinance, which shall remain valid and enforceable, it being the intention of the City Council that each separate provision shall be deemed independent of all other provisions herein.

SECTION 4. This Ordinance shall go into effect upon publication and in accordance with law.

Mr. Tommy Murchison, City Attorney, explained we are changing one phrase to state that on non Christmas Festival days, the river will close one hour before the fireworks display versus previously it was stated the river would close at 6:00 p.m. on the day of a fireworks display. It was decided, during the summer if there isn't a fireworks display until 9:00 p.m. closing at 6:00 p.m. was to long hence the change.

The following Ordinance was introduced by Ms. Morrow at the Natchitoches City Council meeting held on June 24, 2019 as follows:

ORDINANCE NO. 026 OF 2019

AN ORDINANCE APPROVING A CONVEYANCE OF A 4.774 ACRE TRACT OF LAND IN SECTION 74, TOWNSHIP 9 NORTH, RANGE 7 WEST, TO ARCHIE'S TOWING SERVICE, L.L.C., FOR THE SUM AND PRICE OF \$254,500.00, AND AUTHORIZING THE MAYOR, LEE POSEY, TO EXECUTE A DEED AND ANY OTHER DOCUMENTS NECESSARY TO COMPLETE THE TRANSFER ON BEHALF OF THE CITY OF NATCHITOCHEs, AND TO PROVIDE FOR ADVERTISING.

WHEREAS, the City of Natchitoches (sometimes hereinafter referred to as "City") is the owner of property situated in what is commonly referred to as the Natchitoches Industrial Park, including a tract of ground being 4.774 acres, more or less, (sometimes hereinafter "Subject Tract") which tract is situated on the South right of way of Daniel Street, in Section 74, Township 9 North, Range 7 West, Natchitoches Parish, Louisiana, and is shown and depicted as Lot 25A on a survey by Davis Surveying, dated February 11, 2019, a copy of which is attached hereto and which is more fully described as follows, to-wit:

That certain parcel, lot or tract of land, together with all buildings and improvements thereon situated, located in Sections 75 and 76, Township 9 North, Range 7 West, situated in the Natchitoches Air Industrial Park, and being more particularly described as Lot 25A on a survey by Davis Surveying, dated February 11, 2019, said survey entitled "A Resubdivision of Lots 3, 25 and 26 of Natchitoches Air Industrial Park", a copy of which is attached hereto.

Being a portion of the same property acquired by the City of Natchitoches from Stacy Properties, LLC, by deed dated April 23, 2014, and recorded at Conveyance Book 683, page 231, and by the City of Natchitoches from Daniel Joseph Roque, Jr., by deed dated March 30, 2016, and recorded at Conveyance Book 701, page 199, all of the records of Natchitoches Parish, Louisiana.

Subject to the Restrictive Covenants affecting the property known as Natchitoches Air Industrial Park, dated August 1, 1995, recorded in Conveyance Book 508, page 52 and dated August 15, 1995, recorded in Conveyance Book 505, page 52, as amended by instrument dated January 21, 1999, and recorded at Conveyance Book 536, page 594, all of the Records of Natchitoches Parish, Louisiana.

Further subject to a deed restriction that modifies Section 14 of the Restrictive Covenants to provide as follows:

Outside storage or temporary placement of any materials, supplies or products, to specifically include automobiles and automobile parts, shall not be permitted except on the rear one-third of the property, and unless the storage is properly screened by a fence and shrubbery or a masonry wall.

; and

WHEREAS FURTHER, the City has negotiated with Archie's Towing Service, L.L.C.,(sometimes hereinafter "Archie's") for the sale and purchase of the Subject Tract for the sum and price of \$254,500.00; and

WHEREAS FURTHER, the Subject Property has been appraised by Dranguet's Appraisal Service which said appraisal reflects that the sales price is in excess of the appraised value; and

WHEREAS FURTHER, a copy of the Agreement to Buy and Sell and Deed are attached hereto, and have been reviewed and approved by the City Council; and

WHEREAS FURTHER, under the provisions of Louisiana R. S. 33:4712, any property owned by the City can be sold or leased to any person after due advertisement and compliance with the law; and

WHEREAS FURTHER, the City Council is of the opinion that the Subject Property is not currently needed by the City for any public purpose, and that its conveyance to Archie's is in the interest to the City; and

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, in legal session convened, that the terms set forth in the proposed Deed attached hereto are approved; and

BE IT FURTHER ORDAINED that the Agreement to Buy and Sell is approved and ratified, and that Lee Posey, Mayor of the City of Natchitoches, be and he is hereby authorized and empowered to execute the Deed on behalf of the City of Natchitoches and any other documents that may be necessary to complete the conveyance of the property to Archie's Towing Service, L.L.C.

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

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

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

BE IT FURTHER ORDAINED that the City takes cognizance of the fact that the Subject Property is not currently needed for public purposes by the City.

The following Resolution was introduced by Mr. Batiste and Seconded by Mr. Mims as follows, to –wit:

RESOLUTION NO. 053 OF 2019

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CERTIFICATE OF SUBSTANTIAL COMPLETION TO THE CONTRACT BETWEEN THE CITY OF NATCHITOCHEES AND SUNSTREAM, INC., FOR THE ELECTRIC DISTRIBUTION REHABILITATION FOR QUIDA AND JACKSON STREET PROJECT

BID NO. 0617

WHEREAS, the City of Natchitoches has contracted with Sunstream, Inc., for the Electric Distribution Rehabilitation for Quida and Jackson Street Project; and

WHEREAS, this work has been completed; and

WHEREAS, a substantial completion inspection has been performed by the Engineer and a representative of the City of Natchitoches, and they find the project to be complete.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to execute the referenced Certificate of Substantial Completion for Sunstream, Inc.

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

AYES:	Batiste, Nielsen, Mims, Morrow
NAYS:	None
ABSENT:	Harrington
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 24th day of June, 2019.

LEE POSEY, MAYOR

Debbie Miley, Finance Director, presented the Council with the Finance Report. The General Fund summary as of April 2019 stated the revenues were at 83.62% and expenditures at 87.80%, with 92% of the budget year elapsed. The Utility Fund revenues were at 83.76% and expenditures at 91.46%. Sales Tax Collections were up 1.07% compared to last March, but down 3.84% for the year to date. The TIF for March was up 12.92% compared to the last March with a year to date increase of 12.87%. The Motor Vehicles sales were up 5.69% in April versus this time last year.

The next scheduled City Council meeting will be held on **Monday, July 8, 2019**.

With no further discussion, Mayor Posey made a motion for adjournment and all were in favor.

The meeting was adjourned at 5:54 p.m.

/s/
LEE POSEY, MAYOR

/s/
DON MIMS, MAYOR PRO-TEMPORE