

**PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,
REGULAR MEETING HELD ON
MONDAY, MARCH 27, 2023 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Council Chambers, 716 Second Street, Natchitoches, Louisiana on Monday, March 27, 2023, at 5:30 p.m.

There were present:

Mayor Ronnie Williams
Councilwoman At Large Betty Sawyer-Smith
Councilman Eddie Harrington
Councilman Christopher Petite
Councilman Dale Nielsen
Councilwoman Rosemary Elie

Guest: None

Absent: None

Mayor Ronnie Williams called the meeting to order and welcomed everyone for coming. Mayor Williams led the invocation and Councilwoman Harrington led the Pledge of Allegiance.

Mayor Williams then called for the reading and approval of the minutes for the March 13, 2023 meeting. Councilwoman At Large Smith moved that we dispense with the reading of the minutes and approval of same. Seconded by Councilman Nielsen.

A roll call vote was as follows:

AYES: Elie, Nielsen, Smith, Harrington, Petite
NAYS: None
ABSENT: None
ABSTAIN: None

The following Resolution was introduced by Mr. Nielsen and Seconded by Mrs. Smith as follows, to – wit:

RESOLUTION NO. 021 OF 2023

PROCLAMATION DECLARING THE MONTH OF MARCH, 2023 AS AGRICULTURE MONTH IN THE CITY OF NATCHITOCHES

WHEREAS, March signifies a national celebration of the importance of food and agriculture in the United States, as it provides almost everything we eat and use each day and allows for an opportunity to recognize and celebrate the diversity and abundance provided by Natchitoches’s farms and our growing food and agriculture sector; and,

WHEREAS, Natchitoches’s nearly 627 farms, with an average 340 acres per farm, provide consumers with food and fiber from nearly 214,000 acres of farmland, helping to make the food and agriculture industry one of our parish’s critical economic drivers, contributing 36 million annually to our state’s economy, and,

WHEREAS, members of Natchitoches’s food and agriculture sector – from farms, processing facilities, grocery stores and restaurants to those who inspect these facilities to assure a safe and abundant food - have served as essential workers throughout the Covid-19 pandemic, keeping us fed and healthy, and,

WHEREAS, Natchitoches’s integrated network of family farmers, 966 producers, processors, wholesalers, retailers, and consumers work to ensure a safe and nutritious food supply enjoyed by thousands throughout or city and parish, and,

WHEREAS, Natchitoches’s agriculture and food sector continues to grow, offering new business and career opportunities.

NOW, THEREFORE, I, MAYOR RONNIE WILLIAMS, Jr., of the City of Natchitoches hereby proclaim, that March is designated as

Agriculture Month

in the City of Natchitoches and I call upon all citizens to join me in recognizing and reaffirming our commitment to and appreciation for our local farmers, farmworkers, rancher, fishers, foresters, and all those who work in the agriculture sector across the Nation.

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

AYES:	Elie, Nielsen, Smith, Harrington, Petite
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Ronnie Williams, Jr., declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 27th day of March, 2023.

RONNIE WILLIAMS, JR., MAYOR

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

ORDINANCE NO. 017 OF 2023

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

LOTS 1 AND 2 AT NORTHEAST CORNER OF TEXAS ST. AND 4TH STREET

(312 TEXAS ST.)

WHEREAS, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of **March 7, 2023** that the application of GrayLew Ventures, LLC., to rezone the property described above from B-2 Commercial to B-3 with additional B-A Zoning to operate as a Cigar Lounge/Restaurant with alcohol consumption on premises (312 Texas Street), be **APPROVED**.

THIS ORDINANCE was introduced on March 13, 2023 and published in the *Natchitoches Times* on March 18, 2023.

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

AYES:	Elie, Nielsen, Smith, Harrington, Petite
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Ronnie Williams, Jr., declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 28th day of March, 2023.

RONNIE WILLIAMS, JR., MAYOR

BETTY SMITH, MAYOR PRO TEMPORE

Delivered to the Mayor on the 28th day of March, 2023 at 10:00 A.M.

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

ORDINANCE NO. 018 OF 2023

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LOUISIANA, TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH CANE RIVER NATIONAL HERITAGE AREA, INC., WHEREBY THE CITY OF NATCHITOCHES WILL PROVIDE EMPLOYEES TO THE CANE RIVER NATIONAL HERITAGE AREA IN EXCHANGE FOR THE SERVICES AND BENEFITS THAT THE CITY RECEIVES FROM THE OPERATIONS OF THE CANE RIVER NATIONAL HERITAGE AREA.

WHEREAS, the City of Natchitoches (sometimes hereinafter referred to as the “City”) is a Municipality located in the State of Louisiana, Parish of Natchitoches governed under a Home Rule Charter and a Code of Ordinances adopted by Ordinance No. 5 of 1977; and

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

WHEREAS FURTHER, the Cane River National Heritage Area (sometimes hereinafter referred to as “Heritage Area”) was established by Public Law 103-449 as a means by which the cultural heritage of the Cane River area may be recognized, preserved, promoted interpreted and made available for the benefit of the public; and

WHEREAS FURTHER, the Public Law 103-449, (Section 401c) and the Cane River National Heritage Area Management Plan identify the national heritage area as (1) an area of 116,000 acres, stretching from Interstate 49 to the Red River; (2) those properties within the Natchitoches National Historic Landmark District which provide important education and interpretive opportunities relating to the heritage of Cane River and facilitate the preservation of important historic sites and structures; (3) the Los Adaes State Historic Site; (4) the Fort Jesup State Historic Site; (5) the Fort St. Jean Baptiste State Historic Site; and

WHEREAS FURTHER, the Public Law 103-449, Sections 402c and 402d authorizes the Cane River National Heritage Area Commission (sometimes hereinafter referred to as “CRNHA”) to develop cooperative agreements with property owners, preservation groups, educational groups, the State of Louisiana, the City of Natchitoches, universities, tourism groups, other groups, public or private individuals or entities for research, historic preservation and education purposes; and

WHEREAS FURTHER, the Public Law 103-449(d), subsections 1,2,4 and 7 specifically authorizes CRNHA to accept services from the City of Natchitoches and reimburse the City of Natchitoches for such services, give or accept services to or from other entities; and

WHEREAS FURTHER, Cane River National Heritage Area, Inc., a Louisiana not for profit corporation, (sometimes hereinafter referred to as “CRNHA, Inc.”) has been created to carry on the duties and activities of CRNHA, and the transfer of responsibilities of the CRNHA; and

WHEREAS FURTHER, the CRNHA, Inc. is authorized to enter into a Cooperative Endeavor Agreements with the City of Natchitoches; and

WHEREAS FURTHER, CRNHA, Inc. has projects and programs that focus on historic preservation, cultural conservation and economic development primarily related to heritage tourism, and these projects and programs benefit the City through the development of the tourism infrastructure in the region, leading to increased visitors, longer length of stay, all of which results in higher tax revenues for the City; and

WHEREAS FURTHER, among the beneficial programs and projects which CRNHA, Inc. has participated in partnership with the City in the past and will participate with the City in the future are listed and itemized on the attached Exhibit “A”; and

WHEREAS FURTHER, the City Council of the City of Natchitoches acknowledges that all of the above projects and programs were and are beneficial to the City of Natchitoches; and

WHEREAS FURTHER, under the terms of a Cooperative Agreement entered into February of 2001, as extended by other agreements, CRNHA, Inc. has reimbursed fully the City for salaries and related benefits paid for these employees in exchange for the partial exchange of the promotional and economic benefits derived from the activities of CRNHA, Inc.; and

WHEREAS FURTHER, the arrangement between the City and CRNHA, Inc. was extended by a Cooperative Agreement dated February of 2006, as amended in 2008, and was further extended by Cooperative Agreement in 2013, as extended in 2017, and further extended by Cooperative Agreement in 2020; and

WHEREAS FURTHER, the City of Natchitoches and CRNHA, Inc. have agreed to enter into a new Cooperative Endeavor Agreement as set forth in the attached Cooperative Endeavor Agreement, with the following terms:

(1) The City does hereby contract with the CRNHA, Inc. to provide employees to the CRNHA, Inc. as contemplated under this and prior Cooperative Endeavor Agreements. The employees assigned by the City to the CRNHA, Inc. under this Cooperative Endeavor Agreement will provide services at the direction of the CRNHA, Inc.

(2) The CRNHA, Inc. will fully reimburse the City for the actual cost of the employees assigned to the CRNHA, Inc. under this Cooperative Endeavor Agreement, which said reimbursement shall include the cost of salaries and related benefits including retirement, sick leave, vacation, comp time, worker's compensation, retirement, health insurance, etc.

(3) The CRNHA, Inc. will pay an annual administration fee of \$5,000.00 per full time employee, and \$2,000.0 per part time employee, which administration fee will offset some of the costs to the City and to establish an escrow for future claims that may be made by the employees assigned to the CRNHA, Inc. under this Cooperative Endeavor Agreement or for actions of the employees assigned to the CRNHA, Inc. under this Cooperative Endeavor Agreement.

(4) The City will amend its general liability insurance policy, to include coverage for injuries, death or loss of property, associated with the actions of the employees assigned to the CRNHA, Inc. under this Cooperative Endeavor Agreement.

(5) The City agrees that the benefits provided by the CRNHA, Inc. to the City, as more fully set forth above, are consideration for the services provided to the CRNHA, Inc.

(6) The CRNHA, Inc. further agrees to continue to participate in and provide services which are beneficial to the City and Parish of Natchitoches, Louisiana.

(7) This agreement shall be in effect for five years from the date of this Agreement, as long as the CRNHA, Inc. continues to provide services that are beneficial to the City of Natchitoches, Louisiana, and reimburse the City for the employees assigned to the CRNHA, Inc. under this Cooperative Endeavor Agreement on the same terms as detailed in (2) above. In the event that the CRNHA, Inc. fails to provide the services that are beneficial to the City of Natchitoches, Louisiana, or reimburse the expenses set forth in paragraph (2), then the City may terminate the agreement with thirty days written notice. If the City fails to provide the employees to the CRNHA, Inc. as contemplated under this Cooperative Endeavor Agreement, then the

CRNHA, Inc. may terminate the agreement with thirty days written notice. This Cooperative Endeavor Agreement may be extended under the same terms and conditions for two additional one-year periods by agreement of the parties hereto.

(8) It is understood and agreed by the parties that the CRNHA, Inc. shall be solely responsible for the performance management of the employees assigned to the CRNHA, Inc. under this Cooperative Endeavor Agreement, including definition of expected performance, evaluation, and appraisal of employee and organizational performance. The City shall have administrative management of the employees assigned to the CRNHA, Inc. under this Cooperative Endeavor Agreement only. The employment of all the employees assigned to the CRNHA, Inc. under this Cooperative Endeavor Agreement shall be subject to all City administrative policies and procedures, including, but not limited to the Personnel Policies Manual, and all local ordinances and state laws or regulations which govern the City of Natchitoches.

(9) The employees assigned to the CRNHA, Inc. under this Cooperative Endeavor Agreement will be reimbursed for travel at federal rates, and any travel cost incurred by the City will be reimbursed to the City by the CRNHA, Inc.

(10) It is specifically understood and agreed that the continuation of this Cooperative Endeavor Agreement is contingent upon the appropriation of funds to the CRNHA, Inc. for the reimbursement of the costs of the employees to the City. If the CRNHA, Inc. fails to have sufficient monies appropriated to it to provide for the continuation of this Cooperative Endeavor Agreement, the Cooperative Endeavor Agreement shall terminate on the last day of the federal fiscal year for which funds have been appropriated.

(11) This agreement may be terminated and or canceled at any time by mutual agreement of the parties with 30 day prior written notice.

WHEREAS FURTHER, under the general law and the Home Rule Charter of the City of Natchitoches, the City has the right, power, and authority to promote, protect, and preserve the general welfare, safety, health, peace and good order of the City; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that the continuation of the agreement with the Cane River National Heritage Area, Inc., will promote the health, safety and welfare of the citizens of the City and Parish of Natchitoches, Louisiana; and

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, Louisiana, that the Mayor of the City of Natchitoches, Ronnie Williams is hereby authorized to execute the attached Cooperative Endeavor Agreement with the Cane River National Heritage Area, Inc.

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

BE IT FURTHER ORDAINED that the Mayor is authorized to extend the Cooperative Endeavor Agreement for two additional one year terms upon approval by the City Council of the City of Natchitoches, by Resolution.

THIS ORDINANCE was introduced on March 13, 2023 and published in the *Natchitoches Times* on March 18, 2023.

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

AYES:	Elie, Nielsen, Smith, Harrington, Petite
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Ronnie Williams, Jr., declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 28th day of March, 2023.

RONNIE WILLIAMS, JR., MAYOR

BETTY SMITH, MAYOR PRO TEMPORE

Delivered to the Mayor on the 28th day of March, 2023 at 10:00 A.M.

following Ordinance was Introduced by Mrs. Smith and Seconded by Mr. Petite as follows, to-wit:

ORDINANCE NO. 019 OF 2023

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LOUISIANA, TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE BEN JOHNSON EDUCATIONAL CENTER, WHEREBY THE CITY OF NATCHITOCHES WILL PROVIDE EMPLOYEES TO THE BEN JOHNSON EDUCATIONAL CENTER IN EXCHANGE FOR THE SERVICES AND BENEFITS THAT THE CITY RECEIVES FROM THE OPERATIONS OF THE BEN JOHNSON EDUCATIONAL CENTER.

WHEREAS, the City of Natchitoches (sometimes hereinafter referred to as the “City”) is a Municipality located in the State of Louisiana, Parish of Natchitoches governed under a Home Rule Charter and a Code of Ordinances adopted by Ordinance No. 5 of 1977; and

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

WHEREAS FURTHER, The Ben Johnson Educational Center (sometimes hereinafter referred to as “BJEC”) is Louisiana not for profit corporation with 501(c)3 status, with a mission to build the community in the City of Natchitoches and give access to social and economic success to all of the residents of the City of Natchitoches; and

WHEREAS FURTHER, the BJEC is authorized to enter into a Cooperative Endeavor Agreements with the City of Natchitoches; and

WHEREAS FURTHER, BJEC is a SNAP Education and Training Provider and offers training to SNAP recipients providing them a portal of state assistance through workforce development training has projects and programs which include opportunities to gain skill, training, work and on the job training that increase the ability of residents to obtain employment, and these projects and programs benefit the City through the development of a skilled work force which increases economic development; and

WHEREAS FURTHER, among the beneficial programs and projects which BJEC provides are listed and itemized on the attached Exhibit “A”; and

WHEREAS FURTHER, the City Council of the City of Natchitoches acknowledges that all of the above projects and programs were and are beneficial to the City of Natchitoches; and

WHEREAS FURTHER, BJEC has requested assistance from the City so that it will be able to offer certain benefits and services to its employees; and

WHEREAS FURTHER, more specifically BJEC has requested that the City and BJEC enter into a Cooperative Agreement under which the City will supply certain employees to BJEC, the BJEC will reimburse the City for the salaries and related benefits paid for these employees, and the BJEC will continue to provide the services outlined above; and

WHEREAS FURTHER, the proposed arrangement between the City and BJEC is set forth in the attached Cooperative Endeavor Agreement; and

WHEREAS FURTHER, the City of Natchitoches and BJEC have agreed to enter into a Cooperative Endeavor Agreement as set forth in the attached Cooperative Endeavor Agreement, with the following terms:

(1) The City does hereby contract with the BJEC to provide employees to the BJEC as contemplated under this Cooperative Endeavor Agreement. The employees assigned by the City to the BJEC under this Cooperative Endeavor Agreement will provide services at the direction of the BJEC.

(2) The BJEC will fully reimburse the City for the actual cost of the employees assigned to the BJEC under this Cooperative Endeavor Agreement, which said reimbursement shall include the cost of salaries and related benefits including retirement, sick leave, vacation, comp time, worker’s compensation, retirement, health insurance, etc.

(3) The BJEC will pay an annual administration fee of \$5,000.00 per full time employee, and \$2,000.0 per part time employee, which administration fee will offset some of the costs to the City and to establish an escrow for future claims that may be made by the employees assigned to the BJEC under this Cooperative Endeavor Agreement or for actions of the employees assigned to the BJEC under this Cooperative Endeavor Agreement.

(4) The City will amend its general liability insurance policy, to include coverage for

injuries, death or loss of property, associated with the actions of the employees assigned to the BJEC under this Cooperative Endeavor Agreement.

(5) The City agrees that the benefits provided by the BJEC to the City, as more fully set forth above, are consideration for the services provided to the BJEC.

(6) The BJEC further agrees to continue to participate in and provide services which are beneficial to the City and Parish of Natchitoches, Louisiana.

(7) This agreement shall be in effect one five year from the date of this Agreement, as long as the BJEC continues to provide services that are beneficial to the City of Natchitoches, Louisiana, and reimburse the City for the employees assigned to the BJEC under this Cooperative Endeavor Agreement on the same terms as detailed in (2) above. In the event that the BJEC fails to provide the services that are beneficial to the City of Natchitoches, Louisiana, or reimburse the expenses set forth in paragraph (2), then the City may terminate the agreement with thirty days written notice. If the City fails to provide the employees to the BJEC as contemplated under this Cooperative Endeavor Agreement, then the BJEC may terminate the agreement with thirty days written notice. This Cooperative Endeavor Agreement may be extended under the same terms and conditions for two additional one-year periods by agreement of the parties hereto.

(8) It is understood and agreed by the parties that the BJEC shall be solely responsible for the performance management of the employees assigned to the BJEC under this Cooperative Endeavor Agreement, including definition of expected performance, evaluation, and appraisal of employee and organizational performance. The City shall only have administrative management of the employees assigned to the BJEC under this Cooperative Endeavor Agreement. The employment of all the employees assigned to the BJEC under this Cooperative Endeavor Agreement shall be subject to all City administrative policies and procedures, including, but not limited to the Personnel Policies Manual, and all local ordinances and state laws or regulations which govern the City of Natchitoches.

(9) The employees assigned to the BJEC under this Cooperative Endeavor Agreement will be reimbursed for travel at state rates, and any travel cost incurred by the City will be reimbursed to the City by the BJEC.

(10) It is specifically understood and agreed that the continuation of this Cooperative Endeavor Agreement is contingent upon the availability of funds to the BJEC for the reimbursement of the costs of the employees to the City. If the BJEC fails to have sufficient

monies available to it to provide for the continuation of this Cooperative Endeavor Agreement, the Cooperative Endeavor Agreement shall terminate.

(11) This agreement may be terminated and or canceled at any time by mutual agreement of the parties with 30 day prior written notice.

WHEREAS FURTHER, under the general law and the Home Rule Charter of the City of Natchitoches, the City has the right, power, and authority to promote, protect, and preserve the general welfare, safety, health, peace and good order of the City; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that the proposed agreement with the BJEC will promote the health, safety and welfare of the citizens of the City and Parish of Natchitoches, Louisiana; and

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, Louisiana, that the Mayor of the City of Natchitoches, Ronnie Williams is hereby authorized to execute the attached Cooperative Endeavor Agreement with The Ben Johnson Educational Center.

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

BE IT FURTHER ORDAINED that the Mayor is authorized to extend the Cooperative Endeavor Agreement for two additional one year terms upon approval by the City Council of the City of Natchitoches, by Resolution.

THIS ORDINANCE was introduced on March 13, 2023 and published in the *Natchitoches Times* on March 18, 2023.

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

AYES:	Elie, Nielsen, Smith, Harrington, Petite
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Ronnie Williams, Jr., declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 28th day of March, 2023.

RONNIE WILLIAMS, JR., MAYOR

BETTY SMITH, MAYOR PRO TEMPORE

Delivered to the Mayor on the 28th day of March, 2023 at 10:00 A.M.

ORDINANCE NO. 020 OF 2023

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY
OF NATCHITOCHES TO AWARD THE BID FOR A BUCKET TRUCK FOR THE
CITY OF NATCHITOCHES UTILITY DEPARTMENT**

(BID NO. 0657)

WHEREAS, Resolution No.012 of 2023 was passed by the Natchitoches City Council on February 13, 2023 authorizing the Mayor to advertise for bids for a Bucket Truck for the Natchitoches Utility Department (Bid No. 0657); and

WHEREAS, this bid was advertised in the *Natchitoches Times* on, February 18, February 25, and March 4, 2023 in accordance with law; and

WHEREAS, one bid proposal was received and opened as follows:

(1) Versalift Southwest, LLC
Waco, TX.....\$192,837.00

WHEREAS, on March 16, 2023 the appointed committee of Clarissa Smith, Finance Director; Edd Lee, Director of Purchasing; Matt Anderson, Utility Director; and Christopher Petite, Councilman, reviewed the bid proposals for bids for a Bucket Truck for the Natchitoches Utility Department (Bid No. 0657); and

WHEREAS, the above appointed committee members unanimously recommend the City award the bid to the only bidder **Versalift Southwest, LLC** in the amount of **\$192,837.00**

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

THIS ORDINANCE was introduced on March 27, 2023 and published in the *Natchitoches Times* on April 8, 2023.

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

ORDINANCE NO. 021 OF 2023

AN ORDINANCE EXTENDING THE CITY LIMITS OF THE CITY OF NATCHITOCHES ANNEXING A TRACT SITUATED IN SECTION 83, TOWNSHIP 9 NORTH, RANGE 7 WEST, AND SECTION 25 TOWNSHIP 9 NORTH, RANGE 8 WEST, NATCHITOCHES PARISH, LOUISIANA, SAID TRACT LYING SOUTH OF RUE DE GABRIEL AND LOUISIANA HIGHWAY SIX AND ADJACENT TO THE EXISTING MUNICIPAL LIMITS OF THE CITY OF NATCHITOCHES, BEING A TOTAL OF 174 ACRES, MORE OR LESS, AND FURTHER PROVIDING FOR THE FIXING OF A PUBLIC HEARING, ADVERTISEMENT, FIXING COUNCIL DISTRICT FOR SAME, FIXING ZONING CLASSIFICATION AND PROVIDING FOR AN EFFECTIVE DATE OF THE ORDINANCE.

WHEREAS, a petition has been filed in accordance with Revised Statutes 33:172, et. seq., by Evans Family, L.L.C and Sibley Lake Realty Corporation, requesting that the boundaries of the City of Natchitoches be enlarged so as to include the following described parcel or tract of land, to-wit:

That certain tract of land, together with all buildings and improvements located thereon, situated in Section 83, Township 9 North, Range 7 West and 25, Township 9 North Range 8 West, and being more particularly described as follows:

Commencing at the Southwest corner of Section 25, Township 9 North, Range 8 West, as shown and depicted on a survey by Glen L. Cannon, recorded at Conveyance Book 594, page 214, thence North 89 degrees 35 minutes 21 seconds East a distance of 330.03 feet to a found Concrete Post, being the Point of Beginning; thence from the Point of Beginning North 0 degrees 6 minutes 0 seconds West a distance sufficient to intersection the current corporate limits of the City of Natchitoches, Louisiana, which said point is 200 feet, more or less, South of the Right of Way of Louisiana Highway 6; thence in an easterly direction along the existing corporate limits of the City of Natchitoches a distance sufficient to intersect the westerly right of way of Limekiln Road; thence in a southerly direction, along the westerly right of way of Lime Kiln Road and along the current corporate limits of the City of Natchitoches, Louisiana, a distance of 1,168 feet, more or less, to a point where the existing corporate limits of the City of Natchitoches runs to the East; thence in an easterly direction along the existing corporate limits of the City of Natchitoches a distance sufficient to intersect the Southwest corner of a ten acre tract owned by Cane River Children's Services, as depicted on that survey by Glen L. Cannon, dated January 27, 2005, and recorded with that instrument at Conveyance Book 591, page 691, of the records of Natchitoches Parish, Louisiana; thence leaving the current corporate limits of the City of Natchitoches, North 89 degrees 41 minutes 31 seconds East a distance of 690.57 feet to the Southeast corner of the ten acre tract owned by Cane River Children's Services and being a point on the East line of Section 83, Township 9 North, Range 7 West; thence in a southerly direction, along the East line of Section 83, Township 9 North, Range 7 West a distance of 1,240 feet, more or less to the southern property line of Evans Family, L.L.C., thence in a westerly direction a distance sufficient to intersect to

West line of Section 83 Township 9 North, Range 7 West and that corner shared by Sections 25 and 40 Township 9 North Range 8 West; thence in a westerly direction along the southern line of Section 25 Township 9 North Range 8 West a distance sufficient to intersect the Point of Beginning.

WHEREAS, the petitioners, Evans Family, L.L.C. and Sibley Lake Realty Corporation are the sole owner of the property described above as is reflected in the attached certificate from the Assessor's Office of the Parish of Natchitoches, Louisiana which was filed with the petition for annexation; and

WHEREAS FURTHER, attached to the petition is a certificate from the Tax Assessors's Office of the Parish of Natchitoches, Louisiana, certifying that the requirements of Louisiana R.S. 33:172 have been complied with, said certificate being dated April 6, 2023; and

WHEREAS FURTHER, the matter was considered by the City Council for the City of Natchitoches, Louisiana, and a public hearing was called for on the 10th day of April, 2023, at which time the public was allowed to express opinions concerning this annexation; and

WHEREAS FURTHER, the notice of filing of the petition has been published in The Natchitoches Times, legal journal of the City of Natchitoches, Louisiana, on the 30th day of March, 2023; and

WHEREAS FURTHER, the property to be annexed is currently timber land with no residents living thereon and no structural improvements situated thereon; and

WHEREAS FURTHER, an opportunity has been given to all interested person in accordance with Louisiana R. S. 33:172, et. seq., on the 10th day of April, 2023; and

WHEREAS FURTHER, the property is contiguous to the City of Natchitoches, Louisiana;

NOW THEREFORE, be it ordained by the City Council of the City of Natchitoches, in legal session assembled as follows:

Section 1. The boundaries of the City of Natchitoches are hereby enlarged so as to include the following described property, to-wit:

That certain tract of land, together with all buildings and improvements located thereon, situated in Section 83, Township 9 North, Range 7 West and 25, Township 9 North Range 8 West, and being more particularly described as follows:

Commencing at the Southwest corner of Section 25, Township 9 North, Range 8 West, as shown and depicted on a survey by Glen L. Cannon, recorded at Conveyance Book 594, page 214, thence North 89 degrees 35 minutes 21 seconds East a distance of 330.03 feet to a found Concrete Post, being the Point of Beginning; thence from the Point of Beginning North 0 degrees 6 minutes 0 seconds West a distance sufficient to intersection the current corporate limits of the City of Natchitoches, Louisiana, which said point is 200 feet, more or less, South of the Right of Way of Louisiana Highway 6; thence in an easterly direction along the existing corporate limits of the City of Natchitoches a distance sufficient to intersect the westerly right of way of Limekiln Road; thence in a southerly direction, along the westerly right of way of Lime Kiln Road and along the current corporate limits of the City of Natchitoches, Louisiana, a distance of 1,168 feet, more or less, to a point where the existing corporate limits of the City of Natchitoches runs to the East; thence in an easterly direction along the existing corporate limits of the City of Natchitoches a distance sufficient to intersect the Southwest corner of a ten acre tract owned by Cane River Children's Services, as depicted on that survey by Glen L. Cannon, dated January 27, 2005, and recorded with that instrument at Conveyance Book 591, page 691, of the records of Natchitoches Parish, Louisiana; thence leaving the current corporate limits of the City of Natchitoches, North 89 degrees 41 minutes 31 seconds East a distance of 690.57 feet to the Southeast corner of the ten acre tract owned by Cane River Children's Services and being a point on the East line of Section 83, Township 9 North, Range 7 West; thence in a southerly direction, along the East line of Section 83, Township 9 North, Range 7 West a distance of 1,240 feet, more or less to the southern property line of Evans Family, L.L.C., thence in a westerly direction a distance sufficient to intersect to West line of Section 83 Township 9 North, Range 7 West and that corner shared by Sections 25 and 40 Township 9 North Range 8 West; thence in a westerly direction along the southern line of Section 25 Township 9 North Range 8 West a distance sufficient to intersect the Point of Beginning.

Section 2. Be it further ordained that the City of Natchitoches takes cognizance of the fact that this ordinance was introduced at a regular session of the City Council on the 27th day of March, 2023, after receiving the petition signed by the property owners, and that a public hearing was held on the 10th day of April, 2023;

Section 3. Be it further ordained that the above and foregoing property be and is hereby annexed to the City of Natchitoches, declared to be included in Council District No. 3, all in accordance with Section 2.03B of the HomeRule Charter of the City of Natchitoches, Louisiana.

Section 4. Be it further ordained by the City Council that the above described property be, and it is hereby annexed into the corporate limits of the City of Natchitoches, with a zoning classification of IA, being the same zoning classification as assigned by the Parish Planning and Zoning Commission.

Section 5. Be it further ordained by the City Council that this ordinance shall go into effect thirty (30) days after the publication of this ordinance in accordance with Louisiana Revised Statute 33:173.

The following Ordinance was Introduced by Mr. Harrington at the March 27, 2023 City Council meeting as follows:

ORDINANCE NO. 022 OF 2023

AN ORDINANCE AUTHORIZING THE CITY OF NATCHITOCHES TO ENACT ORDINANCES RELATIVE TO THE ASSESSMENT OF CIVIL PENALTIES FOR SPEEDING WITHIN THE CITY LIMITS.

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

WHEREAS, the City of Natchitoches desires to establish the assessment of civil penalties for speeding within the city limits.

NOW, THEREFORE, BE IT ORDAINED, by the City of Natchitoches in due, legal and regular session convened, and enacted a new section entitled “Civil Penalties for Speeding” to be located in Article IV of Chapter 21 of the City of Natchitoches Code of Ordinances to read as follows:

ARTICLE IV. – CIVIL PENALTIES FOR SPEEDING

Sec.21-79. - Definitions.

For purposes of sections 21-80 through 21-85, inclusive, the following definitions shall apply:

Department shall mean the City of Natchitoches Police Department, its successor, or an authorized representative as determined by the director.

Director shall mean the chief of the department, or his authorized representative.

Hearing officer/adjudicator shall mean a licensed attorney designated by the City Attorney for the City of Natchitoches who meets the qualifications contained within this chapter.

Speed limit shall mean the established regulatory speed limit on the subject roadway.

Violation shall mean the notice of civil violation for speeding in accordance with Article IV of Chapter 21 of the City of Natchitoches Code of Ordinances.

Sec.21-80 - Imposition of Civil Violation Penalty for Speeding Violations.

- (a) The City of Natchitoches finds and determines a vehicle traveling over the speed limit for the vehicle's direction of travel damages the public by endangering vehicle operators and pedestrians alike, by increasing the number of serious traffic crashes to which public safety agencies must respond at the expense of the taxpayers, therefore decreasing the efficiency of traffic control and traffic flow efforts.

(b) The registered owner of a vehicle is responsible for a civil violation penalty as shown in the following tables if the vehicle is traveling at a speed in miles per hour (mph) greater than the speed limit as shown in the following tables at a system location.

Posted School Zone Speed (mph)	Vehicle Speed (mph)	Fine Amounts for Various Speeds in School Zones				
		\$230.00	\$250.00	\$300.00	\$350.00	
25	Range	31 thru 35	36 thru 40	41 thru 45	>46	
30	Range	36 thru 40	41 thru 45	46 thru 50	>51	
35	Range	41 thru 45	46 thru 50	51 thru 55	>56	
40	Range	46 thru 50	51 thru 55	56 thru 60	>61	
45	Range	51 thru 55	56 thru 60	61 thru 65	>66	

Posted Speed Limit (mph)	Vehicle Speed (mph)	Fine Amounts for Various Speeds in Non-School Zones			
		\$200.00	\$230.00	\$250.00	\$300.00
25	Range	31 thru 35	36 thru 45	46 thru 55	56 thru 100+
30	Range	36 thru 40	41 thru 50	51 thru 60	61 thru 100+
35	Range	41 thru 45	46 thru 55	56 thru 65	66 thru 100+
40	Range	46 thru 50	51 thru 60	61 thru 70	71 thru 100+
45	Range	51 thru 55	56 thru 65	66 thru 75	76 thru 100+
50	Range	56 thru 60	61 thru 70	71 thru 80	81 thru 100+
55	Range	61 thru 65	66 thru 75	76 thru 85	86 thru 100+
60	Range	66 thru 75	71 thru 80	81 thru 90	91 thru 100+
65	Range	71 thru 75	76 thru 85	86 thru 95	96 thru 100+
70	Range	76 thru 81	81 thru 90	91 thru 100	101+

(c) The registered owner who fails to pay a civil violation penalty beyond 40 calendar days from the date of mailing the civil notice of violation, inclusive of weekends and legal holidays, shall be subject to a late payment penalty of 1.5 times the original civil

violation, e.g. (original civil violation × 1.5 = total civil violation amount including late payment penalty).

Sec. 21-81 - Enforcement; procedures.

- (a) The department is responsible for the enforcement and administration of sections 21-79 through 21-85, inclusive. The department may enforce and administer sections 21-79 through 21-85, or any parts thereof, through one or more contractors selected in accordance with applicable law. The actions which can be used to enforce the payment of this civil penalty and related fees include, but are not limited to: referring the debt to collection agencies; and/or initiating actions through a court of competent jurisdiction, or any other lawful means, all in accordance with applicable authority, laws and procedure.
- (b) In order to impose a civil violation penalty under this article, the department shall mail a notice of civil violation to the owner of the vehicle responsible for the civil violation penalty not later than the 30th calendar day inclusive of weekends and legal holidays after the date the Department reviews and inspects the recorded images, and an alleged civil violation is determined by the Department.
- (c) A notice of civil violation issued under this article shall contain the following:
 - (1) A description of the violation alleged;
 - (2) The date, time, and location of the violation;
 - (3) A copy of a recorded image of the vehicle involved in the violation, (if available);
 - (4) The amount of the civil violation penalty to be imposed for the violation;
 - (5) The date by which the civil violation penalty must be paid;
 - (6) A statement the person named in the notice of civil violation may pay the civil violation penalty in lieu of appearing at an administrative adjudication hearing;
 - (7) Information informing the person named in the notice of civil violation:
 - a. Of the right to contest the imposition of the civil violation penalty in an administrative adjudication;
 - b. Of the manner and time in which to contest the imposition of the civil violation penalty; and
 - c. Failure to pay the civil violation penalty or to contest liability is a waiver of the right to appeal under subsection 21-82 (a).
 - (8) A statement that a recorded image, if available, may be used as evidence in a proceeding for the imposition of a civil violation penalty;
 - (9) A statement indicating failure to pay the civil violation penalty within the time allowed shall result in the imposition of an additional late penalty as prescribed by subsection 21-80 (d) for each such violation; and
 - (10) Any other information deemed necessary by the department.
- (d) A notice of civil violation under this article is presumed to have been received on the tenth calendar day inclusive of weekends and legal holidays after the date the notice of civil violation is mailed.

Sec. 21-82 - Administrative adjudication hearing.

- (a) A person who receives a notice of civil violation may contest the imposition of the civil violation penalty by a request in writing for an administrative adjudication of the notice of civil violation penalty within 30 calendar days inclusive of weekends and legal holidays after date of mailing of the notice of civil violation by written application to

the director and posting of a cash bond of \$50.00. No request for an administrative adjudication shall be processed until due proof has been furnished indicating the amount of the cash bond has been paid. Upon receipt of the written application and cash bond within the prescribed time period within this paragraph, the office shall notify the person requesting such hearing of the date, time, and the location of the administrative adjudication hearing. If that person is found liable, he or she may ask that the cash bond of \$50.00 be used towards the payment of the civil violation.

- (b) Administrative adjudications of violations of section 21-80 shall be conducted by the adjudication bureau established by 21-83. In conducting administrative adjudications of violations of section 21-80, the adjudication bureau shall have the powers and duties conferred by section 21-83.
- (c) Except as provided in subsection (h), failure to pay a civil violation penalty or to contest liability beyond 40 calendar days from the date of mailing of the notice of civil violation inclusive of weekends and legal holidays constitutes a waiver of the right to contest under subsection (a).
- (d) The civil violation penalty shall not be assessed if after a hearing, the hearing officer enters a finding of no liability.
- (e) In an administrative adjudication hearing, the issues must be proved at the hearing by a preponderance of the evidence.
- (f) It shall be an affirmative defense to the imposition of civil liability under this article, to be proven by a preponderance of the evidence, that:
 - (1) The operator of the vehicle was acting in compliance with the lawful order direction of a law enforcement or public safety officer;
 - (2) The operator of the vehicle violated the speed limit so as to move out of the way of an immediately approaching authorized emergency vehicle;
 - (3) The vehicle was being operated as an authorized emergency vehicle under La. R.S. 32:24, and the operator was acting in compliance with La. R.S. 32:24;
 - (4) The vehicle was being operated in accordance with La. R.S. 32:300.3 - Funeral Processions; however, the operators are not exempt if they fail to comply with division 2, vehicle speed.
 - (5) The vehicle was being operated by a commissioned law enforcement officer performing authorized/assigned tasks;
 - (6) The vehicle was being operated during a bona fide medical emergency which is documented with adequate and sufficient evidence from a medical care facility, as determined by the department;
 - (7) At the time of the violation, the vehicle was in the care, custody or control of another person:
 - a. As set forth in the owner's written statement identifying the name and correct mailing address of the person or entity who had the care, custody and control of the vehicle at the time of the violation.
 - b. As set forth in a document, or "Assumption of Responsibility," signed and dated by the person, or a representative of the entity, who had the care, custody and control of the vehicle at the time of the violation, indicating his/her responsibility for the violation and listing his/her name and mailing address. Responsibility for the violation shall in such a case be transferred to the person identified in the "Assumption of Responsibility."
 - 1. The tender of a statement of "Assumption of Responsibility" shall be for the sole purpose of identifying the person who is assuming responsibility for the violation identified in the notice of civil violation, but all defenses

that may be asserted by the person alleged to be responsible are reserved and are not waived by the tender of such document.

- c. As set forth in a lease, rental contract or other agreement listing the name and mailing address of the person or entity who had the care, custody or control of the leased or rented vehicle at the time of the violation. Responsibility for the violation shall in such a case be transferred to the lessee.
- (8) The person who received the notice of civil violation provides adequate documentation as determined by the director that the person was not the owner of the vehicle at the time of the violation; or
- (9) At the time of the violation the vehicle was stolen or the license plate displayed on the vehicle was a stolen plate. Proof acceptable to the hearing officer and/or the department must be presented/documented, indicating the theft of the vehicle or license plate had been timely reported to the appropriate law enforcement agency.
- (g) Notwithstanding anything in this article to the contrary, a person who fails to pay the amount of a civil violation penalty or to contest liability is entitled to an administrative adjudication hearing on the violation if:
 - (1) The person files an affidavit with the department stating the date on which the person received the notice of civil violation mailed to the person; and
 - (2) The person files a request for an administrative hearing within 40 days from the date of receipt of the notice of civil violation, as stated in the affidavit.
 - a. The decision of the hearing officer shall be the final decision by the City. A person or persons aggrieved by a decision may file petition for judicial review to the district court of the parish, within 30 days after the date of entry of the decision.

Sec. 21-83. - Adjudication bureau established; functions, powers and duties.

There is hereby created and established, under the supervision of the director, an adjudication bureau which shall have jurisdiction over civil notices of violations of regulations provided herein. The director, with the concurrence of the City Attorney, shall contract for the services of a chief hearing officer and other such hearing officers who shall preside at hearings for the adjudication of violations herein. Each hearing officer shall be a resident of the parish and shall be a duly licensed attorney in good standing who has been admitted to the practice of law in Louisiana for a period of at least five years immediately preceding his selection. Hearing officers shall serve at the pleasure of the director and shall not be considered employees of the city-parish consolidated government.

The adjudication bureau shall have the following functions, powers and duties:

- (1) To accept admissions to, and to hear and determine contests of, violations herein.
- (2) To require the attendance of persons to give testimony at hearings, and to require the production of data and information, to the extent permitted by law.
- (3) To adjudicate violations for which a notice of civil violation has been issued herein.
- (4) To compile and maintain accurate records relating to notice of civil violations, violations and/or dispositions of violations and notice of civil violations.
- (5) Upon request, to prepare or provide transcripts or audio records of hearings conducted by the adjudication bureau and to furnish such transcripts or audio records to the requesting person at a reasonable cost.

- (6) To answer within a reasonable period of time relevant and reasonable inquiries made by a person charged with a violation, or his attorney, concerning the violation. The adjudication bureau shall also furnish within a reasonable period of time to the person charged, on a request, and upon complying with the regulations of the adjudication bureau, a copy of the original notice of civil violation.
- (7) The functions and duties identified herein may be performed by representatives of the department, as directed by the adjudication bureau's hearing officers.

Sec. 21-84. - Hearings for civil violation.

Disposition of civil violation:

- (1) Every hearing requested for the adjudication of a charge of a violation under the authority herein shall be held before a hearing officer.
- (2) Hearings provided for by this chapter shall be conducted according to the procedures set forth in La. C.C.P. art. 1632.
- (3) The City of Natchitoches shall have the burden of proving the violation, including proof that the vehicle described in the notice of civil violation was in violation of a law or ordinance, by a preponderance of evidence.
- (4) The officer or other duly authorized person who issued the notice of civil violation shall not be required to appear at the hearing unless the person charged with a violation has denied the offense occurred and has requested in writing a request for the officer's appearance. The hearing officer may grant a postponement of the scheduled hearing, if the officer or duly authorized person is not available at the time of the hearing.
- (5) At the conclusion of the hearing the hearing officer shall immediately render a decision, either finding the person charged responsible and assessing fines, fees and/or penalty, or declaring the violation unproven and/or invalid and declaring the person charged not responsible.

Sec. 21-85 - Order of hearing officer.

Rules for hearing officer adjudication:

- (1) The hearing officer at administrative adjudication hearings under this article shall issue an order stating:
 - a. Whether the person charged with the violation is responsible for the violation; and
 - b. The amount of any civil violation penalty, late penalty, and administrative adjudication costs assessed against the person.
- (2) The orders issued under subsection (a) may be filed with the department. The department shall maintain the hearing officer's orders/determination.

Sec. 21-86 - Effect of liability; exclusion of civil remedy.

- (a) The imposition of a civil violation penalty under this article shall not be considered a criminal conviction.
- (b) A civil violation penalty may not be imposed under this article upon the owner of a vehicle if the operator of the vehicle was arrested or was issued a speeding citation

and notice to appear by a law enforcement or public safety officer as a violation of any of the provisions of Subpart A, Part IV, Chapter 1 of Title 32 of the Louisiana Revised Statutes if such violation was captured by the system.

- (c) The City Attorney and/or a contractor selected in accordance with applicable laws is authorized to file suit to enforce collection of unpaid fines and/or related fees and penalties imposed under section 21-85 by any and all lawful means to secure such payments, including but not limited to referring the debt to collection agencies; and/or initiating actions through a court of competent jurisdiction; or any other lawful means, all in accordance with applicable authority, laws and procedures.
- (d) The director shall ensure, and shall so instruct any contractors selected pursuant to this section, that unpaid fines and/or related fees and penalties imposed under this division are enforced in the following manner:
 - (1) No fewer than 120 days after issuance of a final order under Section 21-85, if a violator has incurred \$125.00 or more in delinquent penalties (not including late payment penalties or administrative adjudication fees) within the three calendar years preceding issuance of the final order under Section 21-85, the debt shall be referred through the contractor to a collection agency to attempt collection.
 - (2) No fewer than 120 days after referral to a collection agency, the contractor shall notify the collection agency to cease its attempts at collection for vehicles registered with the Louisiana Department of Motor Vehicles, and the director shall transfer to the City Attorney all original documents, if any, supplied to either the contractor or collection agency.
 - (3) Upon receipt of all documents supplied to the contractor or collection agency, the Attorney shall enforce collection of all unpaid fines, fees, penalties, late payment penalties and administrative adjudication fees in a court of competent jurisdiction for vehicles registered with the Louisiana Department of Motor Vehicles. The City Attorney may bring suit in the name of the City of Natchitoches or may retain outside counsel to bring suit, in accordance with applicable laws, in the name of the City of Natchitoches.
 - (4) The director or contractor, as applicable, shall supply to the city-parish attorney, or outside counsel bringing suit, all materials and/or testimony necessary to support enforcement.
 - (5) The City Attorney shall ensure that defendants in enforcement suits authorized by this section have, until rendition of final judgment, the option of settlement by payment of all outstanding fines, fees, penalties, late payment penalties and administrative adjudication fees, as well as court costs and filing fees incurred (whether prepaid or otherwise) in enforcement. No defendant in such suit shall be required to pay attorney's fees in connection with such settlement.
 - (6) The City Attorney shall ensure that any money judgment obtained in a suit to enforce fines levied for violation of this division shall be recorded in the mortgage records of the Natchitoches Parish Clerk of Court as a judicial mortgage against the property of the defendant.

Sec. 21-87 - Traffic safety fund.

The penalties, fines, and fees collected from the imposition of civil liability under this article shall be deposited into the traffic safety fund account hereby established by the City of Natchitoches. Funds deposited into this traffic safety fund shall be expended first for the costs of the system (payment to the vendor/operator of the system, public relations, and general implementation of the program). After satisfying this requirement, remaining funds may be used for the following, including, but not limited to, traffic or pedestrian

traffic safety programs, intersection traffic safety improvements, driver education, police officers dedicated to traffic safety, or projects or programs related directly to traffic safety.

BE IT FURTHER ORDAINED, that if any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications that can be given effect without the invalid provisions, items or applications, and to this end the provisions of this ordinance are hereby declared severable.

BE IT FURTHER ORDAINED, that this ordinance shall take effect upon adoption and shall apply to any application or sale that is initiated after the effective date of this ordinance. Any application or sale pending on the effective date of this ordinance shall continue under pre- existing procedures and authority.

ORDINANCE NO. 023 OF 2023

AN ORDINANCE AMENDING ORDINANCE NO. 059 OF 2011 OF THE CITY OF NATCHITOCHES, LOUISIANA, TO REPEAL THE DESCRIPTIONS AND DESIGNATIONS OF EXISTING CITY OF NATCHITOCHES CITY COUNCIL DISTRICTS, ESTABLISH NEW CITY OF NATCHITOCHES CITY COUNCIL DISTRICTS, DESCRIBE THE BOUNDARIES OF EACH NEW DISTRICT AND OTHERWISE PROVIDE FOR AN EFFECTIVE DATE OF THE ORDINANCE.

WHEREAS, the initial Council Districts of the City of Natchitoches, Louisiana, were established under the transitional provisions of Section 8.01 of the Home Rule Charter of 1975; and

WHEREAS, the Council Districts were altered and rearranged under the provisions of Section 2.02 of the Home Rule Charter by Ordinance No. 48 of 1983, passed by the City Council on December 12, 1983; and

WHEREAS, Districts 3 and 4 were adjusted and the lines between same were clarified by Ordinance No. 15 of 1986, passed by the City Council on June 9, 1986; and

WHEREAS, several annexations have been made to the Corporate Municipal Limits of the City of Natchitoches since the date on which the original Council Districts were established and since the date of the amending ordinances as herein described: and

WHEREAS, by Ordinance No. 14 of 1991, and by Ordinance No. 33 of 1991, the geographical boundary lines of the Council Districts were again restated and redesignated for clarification; and

WHEREAS FURTHER, Districts 1, 2, 3 and 4 were redesignated and their legal descriptions were restated by Ordinance No. 39 of 1991 which also repealed Ordinance No. 33 of 1991; and

WHEREAS FURTHER, Districts 1, 2, 3 and 4 were redesignated and their legal descriptions were restated by Ordinance No. 56 of 2002; and

WHEREAS FURTHER, Districts 1, 2, 3 and 4 were redesignated and their legal descriptions were restated by Ordinance No. 59 of 2011; and

WHEREAS FURTHER, the City Council has now redrawn the Council Districts in accordance with the 2020 decennial census following appropriate law to maintain population and racial equality within the Districts; and

WHEREAS FURTHER, these redesignated boundary districts have been reviewed by the City Council and public hearings have been held offering citizens of the City the opportunity to voice their approval or opposition to the new boundary lines of the respective districts.

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS:

- I. **IT IS HEREBY ORDAINED** by the City Council of the City of Natchitoches, Louisiana, that Ordinance No. 48 of 1983 (which altered, changed, and rearranged the transitional provisions of Section 8.01 of the Home Rule Charter), and Ordinance No. 15 of 1986, Ordinance No. 14 of 1991, Ordinance No. 39 of 1991, Ordinance No. 56 of 2002, and Ordinance No. 59 of 2011 which further amended same, are hereby amended by

redesignating and restating the legal descriptions of Districts 1, 2, 3 and 4, which shall henceforth read as follows:

COUNCIL DISTRICT ONE

Beginning at the point of intersection of 2nd Street and Demeziere Street, and proceeding northerly along 2nd Street to Church Street, and proceeding easterly along Church Street to Front Street, and proceeding northerly along Front Street to Washington Street, and proceeding northerly along Washington Street to stream/river, and proceeding easterly along stream/river to the Natchitoches city line, and proceeding easterly along the Natchitoches city line to Ralph Street, and proceeding southerly along Ralph Street to Keyser Avenue, and proceeding westerly along Keyser Avenue to Pine Street, and proceeding westerly along Pine Street to shoreline, and proceeding southerly along shoreline to unnamed Local road, and proceeding southerly along unnamed Local road to Woodyard Drive, and proceeding westerly along Woodyard Drive to Rapides Drive, and proceeding westerly along Rapides Drive to Fairgrounds Road, and proceeding westerly along Fairgrounds Road to unnamed Local road, and proceeding northerly along unnamed Local road to stream/river, and proceeding easterly along stream/river to Airport Road, and proceeding easterly along Airport Road to Mill Street, and proceeding northerly along Mill Street to railroad, and proceeding northerly along railroad to South Jefferson Street, and proceeding northerly along South Jefferson Street to unnamed Ramp, and proceeding northerly along unnamed Ramp to College Avenue, and proceeding westerly along College Avenue to Cypress Avenue, and proceeding northerly along Cypress Avenue to Pine Street, and proceeding easterly along Pine Street to Percy Street, and proceeding northerly along Percy Street to Demeziere Street, and proceeding westerly along Demeziere Street to the point of beginning. Except for regions outside the corporate limits bounded by the Natchitoches city line.

COUNCIL DISTRICT TWO

Beginning at the point of intersection of Fairgrounds Road and Highway 1, and proceeding northerly along Fairgrounds Road to Rapides Drive, and proceeding southerly along Rapides Drive to Woodyard Drive, and proceeding easterly along Woodyard Drive to unnamed Local road, and proceeding northerly along unnamed Local road to shoreline, and proceeding northerly along shoreline to Pine Street, and proceeding easterly along Pine Street to Keyser Avenue, and proceeding easterly along Keyser Avenue to Ralph Street, and proceeding northerly along Ralph Street to the Natchitoches city line, and proceeding northerly along the Natchitoches city line to Highway 1, and proceeding westerly along Highway 1 to stream/river, and proceeding southerly along stream/river to shoreline, and proceeding westerly along shoreline to stream/river, and proceeding westerly along stream/river to Castleton Street, and proceeding westerly along Castleton Street to Julien Circle, and proceeding northerly along Julien Circle to Arrington Avenue, and proceeding easterly along Arrington Avenue to Hazel Street, and proceeding northerly along Hazel Street to Highway 1, and proceeding westerly along Highway 1 to the point of beginning. Except for regions outside the corporate limits bounded by the Natchitoches city line.

COUNCIL DISTRICT THREE

Beginning at the point of intersection of the Natchitoches city line and State Route 6, and proceeding easterly along the Natchitoches city line to Stevens Circle, and proceeding southerly along Stevens Circle to University Parkway, and proceeding easterly along University Parkway to State Route 6, and proceeding easterly along State Route 6 to College Avenue, and proceeding easterly along College Avenue to Highway 1, and proceeding northerly along Highway 1 to shoreline, and proceeding easterly along

shoreline to Highway 1, and proceeding northerly along Highway 1 to stream/river, and proceeding easterly along stream/river to Sanford Street, and proceeding southerly along Sanford Street to Thomas Street, and proceeding easterly along Thomas Street to Howell Street, and proceeding northerly along Howell Street to Trudeau Street, and proceeding easterly along Trudeau Street to North Street, and proceeding southerly along North Street to Amulet Street, and proceeding easterly along Amulet Street to High Street, and proceeding southerly along High Street to Lake Street, and proceeding easterly along Lake Street to Pierson Street, and proceeding southerly along Pierson Street to Bossier Street, and proceeding westerly along Bossier Street to Lee Street, and proceeding southerly along Lee Street to College Avenue, and proceeding westerly along College Avenue to Sam Sibley Drive, and proceeding southerly along Sam Sibley Drive to South Jefferson Street, and proceeding northerly along South Jefferson Street to railroad, and proceeding easterly along railroad to Mill Street, and proceeding southerly along Mill Street to Airport Road, and proceeding westerly along Airport Road to stream/river, and proceeding southerly along stream/river to unnamed Local road, and proceeding southerly along unnamed Local road to Fairgrounds Road, and proceeding southerly along Fairgrounds Road to Highway 1, and proceeding easterly along Highway 1 to Hazel Street, and proceeding southerly along Hazel Street to Arrington Avenue, and proceeding westerly along Arrington Avenue to Julien Circle, and proceeding southerly along Julien Circle to Castleton Street, and proceeding easterly along Castleton Street to stream/river, and proceeding easterly along stream/river to shoreline, and proceeding easterly along shoreline to stream/river, and proceeding northerly along stream/river to Highway 1, and proceeding easterly along Highway 1 to the Natchitoches city line, and proceeding southerly along the Natchitoches city line to railroad, and proceeding southerly along railroad to the Natchitoches city line, and proceeding westerly along the Natchitoches city line to State Route 6, and proceeding easterly along State Route 6 to the point of beginning. Except for regions outside the corporate limits bounded by the Natchitoches city line.

COUNCIL DISTRICT FOUR

Beginning at the point of intersection of the Natchitoches city line and Stevens Circle, and proceeding northerly along the Natchitoches city line to stream/river, and proceeding southerly along stream/river to Washington Street, and proceeding southerly along Washington Street to Front Street, and proceeding southerly along Front Street to Church Street, and proceeding westerly along Church Street to 2nd Street, and proceeding southerly along 2nd Street to Demeziere Street, and proceeding easterly along Demeziere Street to Percy Street, and proceeding southerly along Percy Street to Pine Street, and proceeding westerly along Pine Street to Cypress Avenue, and proceeding southerly along Cypress Avenue to College Avenue, and proceeding easterly along College Avenue to unnamed Ramp, and proceeding southerly along unnamed Ramp to South Jefferson Street, and proceeding southerly along South Jefferson Street to Sam Sibley Drive, and proceeding westerly along Sam Sibley Drive to College Avenue, and proceeding easterly along College Avenue to Lee Street, and proceeding northerly along Lee Street to Bossier Street, and proceeding easterly along Bossier Street to Pierson Street, and proceeding northerly along Pierson Street to Lake Street, and proceeding westerly along Lake Street to High Street, and proceeding northerly along High Street to Amulet Street, and proceeding westerly along Amulet Street to North Street, and proceeding northerly along North Street to Trudeau Street, and proceeding westerly along Trudeau Street to Howell Street, and proceeding southerly along Howell Street to Thomas Street, and proceeding westerly along Thomas Street to Sanford Street, and proceeding northerly along Sanford Street to stream/river, and proceeding westerly along stream/river to Highway 1, and proceeding southerly along Highway 1 to shoreline, and proceeding westerly along shoreline to Highway 1, and proceeding southerly along Highway 1 to College Avenue, and proceeding westerly along College Avenue to State Route 6, and

proceeding westerly along State Route 6 to University Parkway, and proceeding westerly along University Parkway to Stevens Circle, and proceeding northerly along Stevens Circle to the point of beginning. Except for regions outside the corporate limits bounded by the Natchitoches city line.

- II. **IT IS FURTHER ORDAINED** that the City Council takes cognizance of the fact that this is an adjustment, amendment, and restatement of the present City Council Districts, amending Ordinance No. 48 of 1983, as amended by Ordinance No. 15 of 1986, Ordinance No. 14 of 1991 and Ordinance No. 39 of 1991, as amended by Ordinance No. 056 of 2002, as amended by Ordinance No. 059 of 2011, and shall be effective henceforth.
- III. **IT IS FURTHER ORDAINED** that the City Council takes cognizance that public hearings have been held and declares that this Ordinance shall go into effect upon the first day of qualifying for the Spring primary election of 2024.
- IV. **IT IS FURTHER ORDAINED** that this Ordinance is passed in accordance with Section 2.02 of the Home Rule Charter and is intended to amend and restate the present existing City Council Districts as originally set forth in Section 8.01 of the Home Rule Charter.

The following Resolution was introduced by Mrs. Elie and Seconded by Mrs. Smith as follows, to –wit:

RESOLUTION NO. 022 OF 2023

A RESOLUTION APPROVING AND ACCEPTING THE CONTRACT FOR EXEMPTION OF AD VALOREM TAXES (ADVANCE NOTIFICATION #20180503) FOR ALLIANCE COMPRESSORS, LLC, AND AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LOUISIANA, RONNIE WILLIAMS, JR., TO DRAFT AND EXECUTE A LETTER, OR ANY OTHER INSTRUMENT NECESSARY, TO CONVEY THE ACCEPTANCE AND APPROVAL OF THE CITY OF NATCHITOCHES TO THE EXEMPTION.

WHEREAS, Alliance Compressors, LLC, has prepared and filed an application with the Louisiana Department of Economic Development under the Industrial Tax Exemption Program requesting a property tax exemption for certain property acquired by Alliance Compressors, LLC; and

WHEREAS FURTHER, the City of Natchitoches was provided with notice of the Tax Exemption Application pursuant to the Rules of the Board of Commerce and Industry, effective August 20, 2018, specifically Title 13 of the Louisiana Administrative Code, Section 503 (H) (1); and

WHEREAS FURTHER, the City Council of the City of Natchitoches has been made aware of the significant capital investment that Alliance has made through equipment acquisition for its plant located in the City of Natchitoches as well as the related retention of existing jobs and the possibility of new jobs; and

WHEREAS FURTHER, if the application is approved by Louisiana Economic Development, property taxes imposed by the City of Natchitoches would be abated; and

WHEREAS FURTHER, the City Council of the City of Natchitoches, Louisiana, having reviewed the incentive plan being offered by the State, and having been made aware of the equipment acquisition made by Alliance, desires to cooperate with the State in order to provide the most benefit possible under the incentive plan being offered to Alliance; and

WHEREAS FURTHER, the City Council of the City of Natchitoches, Louisiana is of the equipment acquisition will be beneficial to the City of Natchitoches in a number of ways, including increasing the future property tax basis, retention of existing jobs, and increasing new job opportunities, including construction jobs and permanent manufacturing jobs; and

WHEREAS FURTHER, the Mayor of the City of Natchitoches and the City Council of the City of Natchitoches desire to express their approval of the Application #20180503 - ITE, made by Alliance, and further commit to take the action necessary to express their approval and acceptance of the Application made by Alliance; and

BE IT THEREFORE RESOLVED, by the City Council of the City of Natchitoches, Louisiana, that the Council expresses its acceptance and approval of Application #20180503 - ITE, made by Alliance.

BE IT THEREFORE FURTHER RESOLVED, by the City Council of the City of Natchitoches, Louisiana, that the Council expresses its gratitude to Alliance for its continued presence in the City of Natchitoches, and further desires to offer incentives that will make it possible for Alliance to not only remain in Natchitoches but to expand its operation.

BE IT THEREFORE FURTHER RESOLVED, that the City Council of the City of Natchitoches, Louisiana is of the opinion that the property tax exemption being offered to Alliance and the equipment acquisition made by Alliance will be beneficial to the City of Natchitoches in a number of ways, including increasing the property tax basis, retention of existing jobs, and increasing new job opportunities, including construction jobs and permanent manufacturing jobs.

BE IT THEREFORE FURTHER RESOLVED, by the City Council of the City of Natchitoches, Louisiana, that the Mayor, Ronnie Williams, Jr., is hereby authorized and directed to do all things necessary and proper in connection herewith, including but not limited to execution of a letter on behalf of the City of Natchitoches, expressing the acceptance and approval of Application #20180503 - ITE, made by Alliance.

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

AYES:	Elie, Nielsen, Smith, Harrington, Petite
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Ronnie Williams, Jr., declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 27th day of March, 2023.

The following Resolution was introduced by Mrs. Smith and Seconded by Mr. Petite as follows, to –wit:

RESOLUTION NO. 023 OF 2023

**A RESOLUTION APPROVING AND ACKNOWLEDGING
THE SECOND PAYMENT TO CITY PERSONNEL UNDER
THAT APPROPRIATION OF FUNDS AUTHORIZED BY
ORDINANCE 25 OF 2022 FOR PERSONNEL AND TO
OTHERWISE PROVIDE WITH RESPECT THERETO.**

WHEREAS, by Ordinance Number 25 of 2022, the City Council of the City of Natchitoches appropriated the expenditure of funds received under the American Rescue Plan Act of 2021 (sometimes hereinafter “Act”); and

WHEREAS FURTHER, Ordinance Number 25 of 2022 authorized two payments for city personnel defined as Essential Workers under the Act, and as designated by the Mayor or the Finance Director of the City of Natchitoches; and

WHEREAS FURTHER, the second payment is included in the current year budget and has been authorized by the City Council of the City of Natchitoches; and

WHEREAS FURTHER, the workers in Critical Infrastructure Sectors employed within the City, as determined by the Mayor of the City as chief executive, are the proper recipients of the Essential Worker Compensation; and

WHEREAS, this payment will be for personnel employed as of **February 1, 2023**; and

WHEREAS FURTHER, the City Council of the City of Natchitoches, Louisiana, has reviewed Ordinance Number 25 and desires to approve, acknowledge and authorized the second payment to Essential Workers described in Ordinance Number 25; and

BE IT THEREFORE RESOLVED, by the City Council of the City of Natchitoches, Louisiana, that the Council expresses its desire to make the second payment to essential workers contemplated in Ordinance Number 25 of 2023.

BE IT THEREFORE FURTHER RESOLVED, by the City Council of the City of Natchitoches, Louisiana, that the Council does hereby approve, acknowledge and authorized the second payment to Essential Workers described in Ordinance Number 25.

BE IT THEREFORE FURTHER RESOLVED, by the City Council of the City of

Natchitoches, Louisiana, that the Mayor, Ronnie Williams, is hereby authorized and directed to do all things necessary and proper in connection herewith to effectuate the second payment to essential workers as contemplated by Ordinance Number 25 of 2023.

This resolution was introduced on this the 27th day of _____ March, 2023, at a regular meeting of the City Council of the City of Natchitoches, Louisiana.

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

AYES:	Elie, Nielsen, Smith, Harrington, Petite
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Ronnie Williams, Jr., declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 27th day of March, 2023.

RONNIE WILLIAMS, JR., MAYOR

The following Resolution was introduced by Mrs. Elie and Seconded by Mrs. Smith as follows,
to –wit:

RESOLUTION NO. 024 OF 2023

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE AND ACCEPT
BIDS FOR THE PURCHASE OF A DIGGER DERRICK TRUCK FOR THE
CITY OF NATCHITOCHES UTILITY DEPARTMENT**

BID NO. 0659

WHEREAS, the City wishes to advertise for public bids for the purchase of a Digger Derrick Truck for the Natchitoches Utility Department (Bid No. 0659); and

WHEREAS, sealed proposals shall be addressed to the City of Natchitoches, Office of the Director of Purchasing, 1400 Sabine Street, Natchitoches, Louisiana 71457 or received at the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana; and

WHEREAS, the City of Natchitoches will accept sealed and electronic bids for the project until 2:00 PM on Wednesday, April 26, 2023 at the office of the Director of Purchasing, 1400 Sabine Street; and

WHEREAS, bids will be publicly opened and read aloud at the location and time herein above; and

WHEREAS, upon receipt of proposals, the committee members consisting of Clarissa Brown-Smith, Director of Finance; Edd Lee, Director of Purchasing; Matt Anderson, Utility Director and Dale Nielsen, Councilman, are to review and make a recommendation of the bids received.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Ronnie Williams, Jr., Mayor, be and is hereby authorized, empowered and directed to order the publication of the above bid.

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

AYES:	Elie, Nielsen, Smith, Harrington, Petite
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Ronnie Williams, Jr., declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 27th day of March, 2023.

RONNIE WILLIAMS, JR., MAYOR

The following Resolution was introduced by Mr. Nielsen and Seconded by Mrs. Smith as follows, to –wit:

RESOLUTION NO. 025 OF 2023
RESOLUTION AUTHORIZING
PREPARATION AND SUBMITTAL OF AN
APPLICATION TO THE LOUISIANA
DEPARTMENT OF HEALTH (LDH), OFFICE
OF PUBLIC HEALTH, (OPH) AGENCY FOR
THE DRINKING WATER STATE
REVOLVING FUND ("DWSRF") LEAD
SERVICE LINE REPLACEMENT GRANT

WHEREAS, the City of Natchitoches is eligible to receive funding from the United States Environmental Protection Agency for the Drinking Water State Revolving Fund Lead Service Line Replacement Grant; and

WHEREAS, funding is available for the complete service line replacement which is an eligible DWSRF expense with said funding being provided from the Bipartisan Infrastructure Law which has invested \$3 billion dollars towards Lead Service Line Replacement; and

WHEREAS, the Mayor, the City Council of the City of Natchitoches deem it in the best interest of the City of Natchitoches and its citizens to seek and apply for the grants.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor, the City Council of the City of Natchitoches authorize and direct EJES to make proper application to the Louisiana Department of Health (LDH) Office of Public Health (OPH) Agency for the Lead Service Line Replacement funding and further, that.

FURTHER, BE IT RESOLVED that:

1. The Mayor, the City Council of the City of Natchitoches authorize EJES as the official designee and applicant's agent, and authorize them to make proper on-line application to the Louisiana Department of Health (LDH) Office of Public Health (OPH) and that Grant Administrator and/or the designee be authorized to assist with the application; and
2. The Mayor, and the City Council of the City of Natchitoches be authorized to accept the EPA funding, if awarded; and
3. The Mayor, the City Council of the City of Natchitoches be authorized to execute said funding offer, funding agreement, and other documents that may of necessity, be executed in the implementation of this initiative and that the Grant Administrator and/or the designee be authorized to administer and implement the funding.

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

AYES:	Elie, Nielsen, Smith, Harrington, Petite
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Ronnie Williams, Jr., declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 27th day of March, 2023.

RONNIE WILLIAMS, JR., MAYOR

The following Resolution was introduced by Mr. Petite and Seconded by Mrs. Smith as follows, to –wit:

RESOLUTION NO. 026 OF 2023

**A RESOLUTION AUTHORIZING THE MAYOR
TO ADVERTISE FOR BIDS FOR BUILDING & SITEWORK IMPROVEMENTS,
PUBLIC WORKS BUILDING, 1608 TEXAS STREET, NATCHITOCHES, LA**

(BID NO. 0660)

WHEREAS, the City wishes to advertise for bids for Building & Sitework Improvements, Public Works Building, 1608 Texas Street, Natchitoches, LA, Bid No. 0660; and

WHEREAS, sealed proposals shall be addressed to the City of Natchitoches, Office of the Director of Purchasing, City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana, 71457; and

WHEREAS, the City of Natchitoches will accept sealed and electronic bids for the project until 2:00 pm on Thursday, April 27, 2023 at the Office of the Director of Purchasing, 1400 Sabine Street; and

WHEREAS, bids will be publicly opened and read aloud at 2:00 pm, on Thursday, April 27, 2023 held at the above mentioned Office of the Director of Purchasing; and

WHEREAS, upon receipt of proposals the committee members consisting of Clarissa Brown-Smith, Director of Finance; Edd Lee, Director of Public Works; Donald Forest, Director Betty Smith, Councilwoman, are to review and make a recommendation of the bids received.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Ronnie Williams, Jr., Mayor, be and is hereby authorized, empowered and directed to order the publication of the above bid.

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

AYES:	Elie, Nielsen, Smith, Harrington, Petite
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Ronnie Williams, Jr., declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 27th day of March, 2023.

RONNIE WILLIAMS, JR., MAYOR

The following Resolution was introduced by Mr. Harrington and Seconded by Mrs. Smith as follows, to –wit:

RESOLUTION NO. 027 OF 2023

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE
AND ACCEPT BIDS CONSISTING OF RUNWAY 17-35, TAXIWAYS, AND APRON
REHABILITATION, AIRPORT IMPROVEMENT PROGRAM NO. 3-22-0034-030-2023**

(BID NO. 0658)

WHEREAS, the City wishes to advertise for Public Bids Consisting of **RUNWAY 17-35, TAXIWAYS, AND APRON REHABILITATION**, Airport Improvement Program No. 3-22-0034-025-2021 (Bid No. 0636).

WHEREAS, sealed proposals shall be addressed to the City of Natchitoches, Office of the Director of Purchasing, P. O. Box 37, Natchitoches, Louisiana 71458 or received at the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana; and

WHEREAS, the City of Natchitoches will accept sealed and electronic bids for the project until 2:00 pm on Wednesday, April 26, 2023 at the Office of the Director of Purchasing, 1400 Sabine Street; and

WHEREAS, bids will be publicly opened and read aloud at 2:00 pm, on Wednesday, April 26, 2023 held at the above mentioned Office of the Director of Purchasing; and

WHEREAS, upon receipt of proposals, the committee members consisting of Clarissa Brown-Smith, Finance Director; Edd Lee, Director of Purchasing; Larry Cooper, Airport Manager; and Councilwoman Elie, are to review and make a recommendation of the bids received.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Ronnie Williams, Jr., Mayor, be and is hereby authorized, empowered and directed to order the publication of the above bid.

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

AYES:	Elie, Nielsen, Smith, Harrington, Petite
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Ronnie Williams, Jr., declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 27th day of March, 2023.

RONNIE WILLIAMS, JR., MAYOR

ANNOUNCEMENTS:

- The next scheduled City Council meeting will be **April 10, 2023**.

With no further discussion, Mayor Williams made a motion for adjournment and all were in favor.
The meeting was adjourned at 7:07 p.m.

_____/s/_____
RONNIE WILLIAMS, JR., MAYOR

_____/s/_____
BETTY SMITH, MAYOR PRO-TEMPORE