

CITY OF OPELOUSAS  
OPELOUSAS, LOUISIANA  
REGULAR MEETING MINUTES  
JULY 12, 2011

The Council of the City of Opelousas, Parish of St. Landry, State of Louisiana, convened in a regular session on this 12<sup>th</sup> of July 2011 at 5:00 p.m.

With Mayor Donald R. Cravins, Sr. presiding, the meeting was called to order.

The Mayor requested the City Clerk to call the roll and the following Council members were PRESENT: Joseph Charles, Julius Alsandor, Louis Butler, Jr., Blair Briggs, Reginald Tatum, and Jacqueline Martin. ABSENT: None.

A moment of silent meditation was observed and Alderman Joseph Charles led the Pledge of Allegiance.

On a motion by Alderman Louis Butler, Jr., seconded by Alderwoman Jacqueline Martin and unanimously carried, it was resolved to approve the minutes of the Regular Meeting held on 06/14/2011.

On a motion by Alderwoman Jacqueline Martin, seconded by Alderman Blair Briggs and unanimously carried, it was resolved to adopt the agenda with the following changes: **adding under the PRESENTATIONS Section, Item No. 6-A**, "Presentation by Mr. Keith Broussard regarding Greenwoods Project"; **Item No. 6-B**, "Presentation by Police Chief Perry Gallow regarding budget line items"; **Item No. 6-C**, "Discuss CLECO Operating and Franchise Agreement Extension and Authorize the Mayor to Execute Said Extension"; **Item No. 8-A**, "Discuss request for CONDITIONAL USE of property in NMU Zone located at 424 W. Cherry Street to open a snowball stand (Travis Blevins)"; **deleting under the PRESENTATIONS Section, Item No. 10**, "Discuss request for pre-approval for CONDITIONAL USE of property in R3 Zone located at 5831 I-49 South Service Road to open a professional office (Viviano Realty/Harbor Hospice of Lafayette)"; **deleting under the RESOLUTIONS Section, Item No. 23**, "A Resolution authorizing the City of Opelousas and Chase Bank to form a partnership...to install a replacement historic marker"; **adding under the CONSENTS Section, Item No. 25-A**, "Accept the resignation of Firefighter Brad Carlin, effective 06/29/2011".

## PRESENTATIONS

*Presentation for recognition of the Employee of the Month.* The Employee of the Month chosen for June 2011 is Mrs. Amisha Arceneaux who has been employed with the Tourism Department for four years. Mrs. Arceneaux is married with four children.

*Presentation by Mr. Keith Broussard regarding Greenwoods Project.* Mr. Broussard stated that over the last two years, his firm, KCB Capital Management, has been able to obtain over \$2 million in grants for the City, which included grants for the building of the water tower, the replacement of the McCarthy Lane Bridge, the Greenwoods housing project, funds for Police Department computers and renovations, and for Code Enforcement. The Office of Community Development recently awarded the City \$630,000 for housing renovations for the Greenwoods area. This project will involve 26 homes—five houses will be demolished, twelve houses will be substantially rehabilitated, six houses will have spot rehabilitations done, and three houses will be totally reconstructed. Mr. Broussard stated that an additional \$1.5 million will be coming from Hurricane Gustav funds for roof repairs. The project will be started this fall and the Parish will be administering the funds. Mr. Broussard pointed out that when he traveled to Washington, DC, in March 2011 with Mayor Cravins and Alderman Alsandor, they found out that the City of Opelousas had an opportunity to apply for USDA funds since 1990 and up until now, the City has not applied for those funds. However, Mr. Broussard stated that there are opportunities there and they will continue to look for them. To be eligible for these housing programs, applicants must be low to moderate income homeowners. Mr. Broussard pointed out that USDA has many upcoming programs that the City of Opelousas may qualify for.

*Presentation by Police Chief Perry Gallow regarding budget line items.* Chief Gallow stated that the Police Department was recently awarded \$28,189.94 by the Judicial System from seized funds. On a motion by Alderwoman Jacqueline Martin, seconded by Aldermen Louis Butler, Jr., and Blair Briggs and unanimously carried, it was resolved to amend the General Fund budget to reflect an increase in the following line items:

\$15,500.00 – 54210-3374 (Professional Services)

\$12,689.94 – 54210-7021 (Capital Outlay)

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*Discuss CLECO Operating and Franchise Agreement Extension and authorize the Mayor to Execute Said Extension.* Attorney Frank Trosclair announced that the City of Opelousas and CLECO resolved all of the major differences they had in the negotiations for the extension of the agreement. He stated that CLECO has given up the requirement that the City enter into a release agreement and the City is giving up none of its rights in connection with this extension. The City will receive upfront money of \$1.2 million in addition to a monthly payment of \$170,000. Attorney Trosclair believes that some of the provisions that they were able to add into the new agreement gives more accountability to CLECO towards the City and any expenditures that CLECO might make on its system that the City might ultimately be liable at the end of the agreement. Included in the agreement is more details in terms of reporting requirements by CLECO to the City as to repair work being done and for the City being up to date and even having the right to object to certain expenditure of funds if they feel it is unjustified under some circumstances. Attorney Trosclair recommended that the City consider approving the agreement as it has presently submitted and authorize the Mayor to execute it. The City has an extension until this Friday and Attorney Trosclair suggested that whatever needs to be done to be done before then in terms of the authorization and execution of the agreement. The agreement is for 10 years—just like the prior agreement—and the City will have the option to opt out at the end of that period just like it did this time or to re-negotiate before entering into a new extension. Attorney Trosclair opened the discussion for questions and stated that Mr. Kim Fontenot was essential in helping him to negotiate with CLECO and dealing with some of the particulars as to the electric power usage and particulars in the agreement. One question from the audience was whether or not the customers would receive reduced rates or still have to pay high rates. Attorney Trosclair stated that he could not answer the question as to the rates because that cannot be part of the contract as to what the actual rate process will be. Mr. Kim Fontenot stated that they could not negotiate a rate reduction in the Franchise Agreement; therefore, the same rates ever other rate payer pays on the CLECO system will be paid in Opelousas. Alderman Blair Briggs asked about the alleged \$9 million that CLECO says the City owes them. Attorney Trosclair also stated that the \$9 million that is allegedly owed to CLECO was not resolved in this particular contract and it may not be resolved until down the line either through negotiations or legal action. Alderman Reginald Tatum commented that basically nothing has changed and he has not seen the contract. He stated that he did not authorize Attorney Trosclair to work with CLECO as an attorney. Alderman Tatum stated that we have a City Attorney, and even if he couldn't because of a conflict of interest, then Attorney Trosclair was still not authorized by the Council to negotiate with CLECO without their knowledge and without them being able to see what was going on. Attorney Trosclair stated that he has appeared before the Council dealing with negotiations and he was specifically requested by the Mayor and he thinks the Mayor has the full authority to request him as an attorney to help the City. Alderman Tatum asked Attorney Trosclair if he was paid. Attorney Trosclair responded that he was billing the City just like any other attorney does. Alderman Tatum pointed out that any use of funds of City money has to be authorized from the City Council. Alderman Tatum requested an opportunity to review the contract. Alderman Alsandor felt that it would be in their best interest and the people that they serve to look at the contract before they make a final decision. Attorney Trosclair stated that a copy of the contract was not provided to the Council earlier because it was not available to be provided; he received the contract at 4:00 p.m. that day by email and then he faxed a copy over to the City. A Special Meeting will be held on Thursday, July 14, 2011 to discuss this matter.

*Discuss request for VARIANCE of property in NMU Zone located at 938 Truman Street to move a mobile home on property (Lynn & Erica Smith).* A public hearing regarding this matter was held by the Planning Commission on 07/11/2011. The Commission's recommendation was to deny this request. Mr. Lynn Smith spoke regarding this matter and stated that there was a trailer on the property before they got the property and based on that, he wanted to put another trailer on the property. He stated that at the meeting on Monday, the residents didn't have anything bad to say about the trailer; they just felt that if you bring in a trailer, you will have crack following it. He does not feel that this is fair because no one had a valid point to why they shouldn't bring the mobile home in especially since they already had one there prior. Ms. Eleanor Jackson, a resident from that street, stated that the trailer that was there before was a crack house and she is tired of fighting drugs. She pointed out that Mr. Smith owns a trailer on Pamella Street that has been vacant for the past two years. Alderman Briggs asked Ms. Doucet if it would violate the ordinance that was in place if Mr. Smith put a trailer there. Ms. Doucet stated that to give a variance would go against what the ordinance says at this time. Alderman Briggs stated that they have done this for some people and not done it for others and he thinks they need to be consistent with the ordinance and follow what they have passed. A motion was made by Alderman Joseph Charles to approve the request for variance. A discussion followed this motion in which Alderman Tatum asked Mr. Smith why he did not move someone

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into the trailer he owned on Pamella Street. Mr. Smith stated that he wanted to move his daughter into the trailer on Pamella Street and move his son into a trailer on the Truman Street property. He also stated that the trailer that was there before he moved on the property was owned by Ms. Shirley Wilson before she sold the property to him and he didn't have anything to do with crack. The motion died for lack of a second. On a motion by Alderman Julius Alsandor and seconded by Alderman Blair Briggs, it was resolved to DENY the request for VARIANCE of property in NMU Zone located at 938 Truman Street to move a mobile home on property (Lynn & Erica Smith). A roll call vote was taken with the following results:

YEAS: Joseph Charles, Julius Alsandor, Louis Butler, Jr., Blair Briggs, Reginald Tatum, and Jacqueline Martin.

NAYS: None.

ABSENT: None.

*Discuss request for VARIANCE of property in R1 Zone located at 1320 W. Cherry Street to open an Adult Day Care Center (James Bellard/Sandy M. Arceneaux).* A public hearing regarding this matter was held by the Planning Commission on 07/11/2011. Ms. Doucet stated that Mr. Bellard owns the property and Ms. Arceneaux would like to open an adult daycare center at that area. The building was once used as a commercial building. The Commission approved the request. On a motion by Alderwoman Jacqueline Martin and seconded by Alderman Reginald Tatum, it was resolved to APPROVE the request for VARIANCE of property in R1 Zone located at 1320 W. Cherry Street to open an Adult Day Care Center (James Bellard/Sandy M. Arceneaux). A roll call vote was taken with the following results:

YEAS: Joseph Charles, Julius Alsandor, Louis Butler, Jr., Blair Briggs, Reginald Tatum, and Jacqueline Martin.

NAYS: None.

ABSENT: None.

*Discuss request for CONDITIONAL USE of property in NMU Zone located at 424 W. Cherry Street to open a snowball stand (Travis Blevins).* A public hearing regarding this matter was held by the Planning Commission on 07/11/2011. The Commission approved the request. On a motion by Alderman Blair Briggs and seconded by Alderwoman Jacqueline Martin, it was resolved to APPROVE the request for CONDITIONAL USE of property in NMU Zone located at 424 W. Cherry Street to open a snowball stand (Travis Blevins). A roll call vote was taken with the following results:

YEAS: Joseph Charles, Julius Alsandor, Louis Butler, Jr., Blair Briggs, Reginald Tatum, and Jacqueline Martin.

NAYS: None.

ABSENT: None.

*Discuss request for pre-approval for VARIANCE of property in R2 Zone located at 1332 Goodloe Street to open a catering kitchen (Dianna Pickens/Wilfred Kinnerson, Jr.).* Ms. Doucet stated that Ms. Pickens owns the property and Mr. Kinnerson, Jr., is requesting the variance to be open a catering kitchen at that location. That building was used previously as a catering kitchen. On a motion by Alderwoman Jacqueline Martin and seconded by Alderman Louis Butler, Jr., it was resolved to APPROVE the request for pre-approval for VARIANCE of property in R2 Zone located at 1332 Goodloe Street to open a catering kitchen (Dianna Pickens/Wilfred Kinnerson, Jr.).

A roll call vote was taken with the following results:

YEAS: Joseph Charles, Julius Alsandor, Louis Butler, Jr., Blair Briggs, Reginald Tatum, and Jacqueline Martin.

NAYS: None.

ABSENT: None.

*Discuss request for pre-approval for CONDITIONAL USE of property in R3 Zone located at 5831 I-49 South Service Road to open a professional office (Viviano Realty/Harbor Hospice of Lafayette).* **(Item Deleted)**

*Discuss sick leave payments to Municipal Civil Service employees.* Alderman Julius Alsandor stated that it was brought to his attention by several municipal employees that there was a question of validity with the Civil Service Rules and Regulation 2.12 which reads, "Effective September 1, 2006, employees shall be paid at retirement or his beneficiary shall be paid upon his death for sick leave credited to his account at the rate of one-half for each accumulated sick leave day provided that the maximum payment shall be based on employee's regular rate of pay at retirement and not exceed 180 days." Alderman Tatum stated that based on the records that were provided to him, this was never approved by the Council. Alderman Tatum read from the minutes of June 13, 2006, which stated that Mayor Anna Simmons felt that this request for payment of one-half of sick leave would have a negative impact on the City's budget and she requested a cost

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summary. He then read from the minutes of July 2006 minutes where Mr. Wilbert Levier requested a proposal be approved for one hundred percent of sick leave to be paid. Again it was decided that this matter would be taken under advisement to see how it would affect the budget. The next discussion regarding this matter was in December 2006 where Mayor Simmons advised Mr. Wilbert Levier to bring this matter up with the new administration. Attorney Pride Doran spoke regarding this issue. He stated that he never saw anywhere there was a vote. There was a discussion on what number was going to be used. Judge Hebert ruled that the only ordinance necessary was the Budget Ordinance; but Attorney Doran stated that he had an issue with that decision because budgets are on an annual basis from one year to the next. He thinks it needs a separate ordinance dealing with it and the Council will have to make a decision on whether it will be prospective or retroactive. Alderman Alsandor requested that this item be placed on next month's agenda for further discussion.

*Discuss selection of universities to choose members to fill Municipal Civil Service Board vacant positions.* On a motion by Alderman Blair Briggs, seconded by Alderman Julius Alsandor and unanimously carried, it was resolved to select McNeese University, Southern University, and Grambling State University as the universities to choose members to fill the Municipal Civil Service Board vacant positions. Mr. Wilbert Levier commented that he disagreed with this decision because he felt that the alumni from these schools did not know anything about the employees of the City of Opelousas and therefore could not make decisions for them.

*Discuss removal and replacement of Alderman Reginald Tatum as Mayor Pro-Tempore for 2011.* Mayor Cravins stated that this issue was discussed at the last meeting and ended up in court. Alderman Alsandor stated that the court ruling was in favor of Mr. Tatum and it is now back before the Council. On a motion by Alderman Julius Alsandor and seconded by Alderwoman Jacqueline Martin, it was resolved to remove Alderman Reginald Tatum from Mayor Pro-Tempore for 2011. At this time, Alderman Tatum requested that if anyone from the audience had any comments that they be allowed to speak. Mayor Cravins recommended that it be limited to three speakers. Mr. Charles Tyler addressed the Council and asked Alderman Alsandor why he made the motion to replace Alderman Tatum as Mayor Pro-Tem when the District Judge ruled against it. Mr. Taylor feels that Alderman Tatum is doing a tremendous job in his district and for the citizens of Opelousas. Alderman Alsandor commented that he had stated his reasons at the last meeting; Mr. Tyler stated that he was not at that meeting and Alderman Alsandor said that he could provide him with a copy of the minutes. Mr. Tyler then asked Alderman Alsandor why he wanted to do it today. Alderman Alsandor commented that he had stated his reasons and he had no reason to repeat them again. Mr. Frederick Wilson addressed the Council and said that in the last meeting he heard one of the Council members say that they all need to get along; but he doesn't see how they can get along when everybody is fighting amongst one another. He stated that in order for the employees to do their jobs then the Council members have to get along because they are the leaders. Mr. Wilson stated that it is time for everyone to put the bickering behind and get along. Mr. Earl Pitre addressed the Council and said that he was at the meeting when the issue of replacing Mr. Tatum took place; he told the Council that they should all bury the hatchet and work together for the people. Mr. Eugene Woods addressed the Council and said that he had been following the article in the newspaper. He said that he read that there was a vote and he feels that there should be a motion to re-vote because according to the newspaper there were a few Aldermen who weren't there. Mayor Cravins corrected him and said that was not accurate—they were present but they abstained from voting. Mr. Woods stated that he would like to see everyone cast a vote individually if they would like to remove Mr. Tatum, for or against. Alderman Tatum addressed the Council and the citizens. He stated that he had prepared a statement but he decided not to go by that prepared statement. He stated that all he has ever tried to do since he has been elected is to help people. He stated that he ran for City Council because he had elderly neighbors who were complaining that they couldn't sleep and when he came to the City Council meeting and asked for help, the Council ignored him (prior to Mayor Cravins' administration). He felt that the only way to get something done was to run for office and he won; and in 2010, when it was time to run again, he was unopposed. He stated that he does his best to help everyone that ever comes to him in his district or even in the City and he never says no. Alderman Tatum stated that now he is getting criticized and getting tried to remove from office; he noted that he paid for his attorney to fight this matter and that the City did not pay anything for him to fight. He stated that he didn't do anything wrong to be removed. He pointed out that it has never happened in the history of the United States where anyone has been removed from Mayor Pro-Tem because they have a difference of opinion with their Council members. Alderman Tatum pointed out that he was not elected to say yes to everything and he was not elected to say no to everything but was elected to make a good, conscious decision about what's right for the citizens of Opelousas. Prior to casting his vote in the roll call, remarks were

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also made by Alderman Louis Butler, Jr., who stated that a lot of the issues that they discuss in public could be handled behind closed doors. He also stated that he had spoken to both Alderman Tatum and Mayor Cravins about ironing out their differences. Alderman Tatum also commented before he cast his vote and stated that he did try to talk to the Mayor and feels that he should not be punished because of a difference of opinion. Alderwoman Jacqueline Martin also had comments before she cast her vote. She stated that everybody has a right to a difference of opinion and nobody agrees on everything. She stated that when things had gotten bad, she had spoken to Alderman Tatum and asked him to stop. She stated that some things starting looking bad on the Council—the negative publicity is not good for the City of Opelousas.

A roll call vote was taken with the following results:

YEAS: Julius Alsandor, Louis Butler, Jr., and Jacqueline Martin.

NAYS: None.

ABSTAINED: Joseph Charles, Blair Briggs, and Reginald Tatum.

ABSENT: None.

Mayor Cravins voted YEA to break the tie. The motion is passed.

Alderman Reginald Tatum spoke after the vote and stated that it hasn't been ruled in court either way about an abstention but according to Robert's Rules of Order, an abstention is not a "no"—not a thing where the Mayor can break the tie. After a brief review of the events between Alderman Tatum's attorney and Attorney Doran, the Mayor requested a motion for the appointment of a Mayor Pro-Tem.

On a motion was made by Alderwoman Jacqueline Martin and seconded by Alderman Louis Butler, Jr., to appoint Alderman Julius Alsandor as Mayor Pro-Tem for the remainder of 2011. A roll call vote was taken with the following results:

YEAS: Julius Alsandor, Louis Butler, Jr., Blair Briggs, and Jacqueline Martin.

NAYS: None.

ABSTAINED: Joseph Charles and Reginald Tatum.

ABSENT: None.

*Discuss Auditing Firm Appointment for 2011.* Mr. Troy Courville spoke on behalf of Mr. Burton Kolder who was on vacation and could not be in attendance. Mr. Courville, who is a partner in the firm, stated that they had submitted a proposal to the Mayor. The Mayor gave them access to the City's records and they met with the City Clerk. After reviewing the records, they feel that they can save the City anywhere from ten to twenty percent on their past audit costs. Burton Kolder specializes in state and local government audits. They currently audit well over fifty municipalities. On a motion by Alderman Blair Briggs and seconded by Alderwoman Jacqueline Martin, it was resolved to appoint Burton Kolder as Auditing Firm for the City of Opelousas for 2011. A roll call vote was taken with the following results:

YEAS: Joseph Charles, Julius Alsandor, Louis Butler, Jr., Blair Briggs, Reginald Tatum, and Jacqueline Martin.

NAYS: None.

ABSENT: None.

*Budget Committee Report.* Alderman Julius Alsandor read the Budget Committee Report.

BUDGET COMMITTEE MEETING MINUTES

THURSDAY, JULY 7, 2011

4:00 P.M.

PRESENT: Julius Alsandor, Chairman; Jacqueline Martin; Blair Briggs

ABSENT: Joseph Charles

1. *Discuss 2011-2012 Proposed Budget.*

Each of the Committee members spoke in regards of the budget cuts for the 2011-2012 fiscal year. Alderman Julius Alsandor spoke about the increase in the retirement systems that have put a financial burden on the City. He stated that the employer's portion of the retirement has increased by over a million in the last couple of years. Alderman Blair Briggs also spoke about the increased expenses and the decreased revenues over the last few years. He stated that the City has spent over two million dollars more than they took in over the last year. Alderwoman Jacqueline Martin spoke about the need for the cuts and stated that no one wants anyone to lose jobs but they have to be fiscally responsible for the City.

Each department manager was given an opportunity to address the Council in regards to the budget cuts. Fire Chief Lee Cahanin stated that he believes that he can save the fire station, but the City's fire code rating of two, one of the best in the State, is in jeopardy. He pointed out the ripple effects of these cuts, stating that not just the cuts to his department, but cuts to the Water and

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Code Enforcement Departments will all have an impact on the rating. He stated that if the rating is lost, then insurance rates will go up. Assistant Police Chief Willie Smith stated that anytime you decrease personnel, then crime rates will rise and people will start leaving the City causing revenues to fall even more.

Alderman Alsandor stated that this is not just happening to the City of Opelousas but down the road and all across the State. He stated that the Committee will also be recommending cutting the salaries *and car allowances* of the City's Aldermen.

On a motion by Alderman Blair Briggs, seconded by Alderwoman Jacqueline Martin and unanimously carried, it was resolved to bring the budget recommendations to the full council for approval.

On a motion by Alderman Blair Briggs, seconded by Alderwoman Jacqueline Martin and unanimously carried, the meeting was adjourned at 5:00 p.m.

Alderman Alsandor then stated that the City will be paying more into the employees' retirement system due to increases in the amount municipalities will have to pay. He stated that the Council members' salaries and compensation cannot be cut because it is a State law. He pointed out that it can only be cut at the beginning of a term although he feels that if the City and its employees should have to take a cut then they, as Council members, should also. He stated that they are looking at reducing costs in several departments by reducing salaries and work time. Alderman Briggs stated that the department heads had been working very hard to make the numbers work and he appreciates their effort. He emphasize that they should try to come up with some more ideas because they will have to cut a little bit more. Alderman Alsandor stated that the Census report indicates that the City lost over 6,000 people, and if that is a reality, then they are going to lose State and Federal funding. He also spoke about the fire rating and stated that the current fire rating of 2 has saved the City, its constituents, and its businesses somewhere between four and seven million dollars. Alderman Reginald Tatum doesn't think it is right to cut essential personnel when a lot of the fat is in the Executive Department that they can cut. He stated that they have some positions that are unnecessary. Ms. Karen Frank asked Alderman Tatum to specify which positions he feels should be eliminated. Alderman Tatum responded by that hew was not specify and he was just saying there are some that the City could probably look at cutting. Ms. Frank stated that the Executive Department did cut more that twelve percent. Alderman Tatum clarified that he was talking about the unclassified employees of the Executive Department. Mayor Cravins stated that it is a difficult time for this City, this State and this country. He stated that they are not talking about losing any jobs for the City of Opelousas. On a motion by Alderman Louis Butler, Jr., seconded by Alderwoman Jacqueline Martin and Alderman Joseph Charles, and unanimously carried, it was resolved to accept the Budget Committee Report.

*Presentation by Attorney Pride Doran.* Attorney Doran stated that his presentation is an extension of what the Council is talking about dealing with the budget crisis and the financial issues facing the City. He stated that last month he tried a relatively small-value lawsuit that probably could have been resolved but he did not have settlement authority to do it. He stated that they need to look at how lawsuits are evaluated for settlement purposes. The City does not have a procedure in place right now. He was given general authority to settle cases for up to \$5,000; anything more than that, then he would have to come to the Council and explain why. He suggested that the Budget Committee or the Council form a Litigation Committee. Alderman Blair Briggs agreed that a Litigation Committee would be the best solution.

*Engineer's Monthly Status Report.* Mr. William Jarrell stated that they have submitted an application for the Park Avenue Bridge on the Hurricane Recovery Program that was implemented through the Parish and once that is approved, he will update the Council.

## INTRODUCTION OF ORDINANCES

*INTRODUCTION OF AN ORDINANCE AMENDING THE CITY OF OPELOUSAS OPERATING BUDGET OF REVENUES AND EXPENDITURES FOR THE FISCAL YEAR BEGINNING SEPTEMBER 1, 2010 AND ENDING AUGUST 31, 2011.*

AN ORDINANCE AMENDING THE OPERATING BUDGET OF  
REVENUES AND EXPENDITURES FOR THE FISCAL YEAR  
BEGINNING SEPTEMBER 1, 2010 AND ENDING AUGUST 31, 2011

**BE IT ORDAINED** by the Board of Aldermen, of the City of Opelousas, Louisiana in general session convened that:

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SECTION I. The attached detailed budget of Revenues for Fiscal Year beginning September 1, 2010 and ending August 31, 2011, has been and the same was hereby amended to serve as an Operating Budget of Revenues for the City of Opelousas, Louisiana, during the same period.

SECTION II. The attached budget of Expenditures by departments for the Fiscal Year beginning September 1, 2010 and ending August 31, 2011, has been and the same was hereby amended to serve as a budget of expenditures for the City during the said period.

SECTION III. The amending of this Operating Budget of Expenditures has been and the same was hereby declared to operate as an appropriation of the amount therein set forth within the terms of the budget classification.

SECTION IV. Amounts were available for expenditures only to the extent included with the 2010-2011 budget.

On a motion by Alderman Julius Alsandor and seconded by Alderman Joseph Charles, it was resolved to grant authority to advertise a Public Hearing for the purpose of AMENDING THE CITY OF OPELOUSAS OPERATING BUDGET OF REVENUES AND EXPENDITURES FOR THE FISCAL YEAR BEGINNING SEPTEMBER 1, 2010 AND ENDING AUGUST 31, 2011. A roll call vote was taken with the following results:

YEAS: Joseph Charles, Julius Alsandor, Louis Butler, Jr., Blair Briggs, Reginald Tatum, and Jacqueline Martin.

NAYS: None.

ABSENT: None.

*INTRODUCTION OF AN ORDINANCE ADOPTING THE CITY OF OPELOUSAS OPERATING BUDGET OF REVENUES AND EXPENDITURES FOR THE FISCAL YEAR BEGINNING SEPTEMBER 1, 2011 AND ENDING AUGUST 31, 2012.*

AN ORDINANCE ADOPTING THE OPERATING BUDGET OF  
REVENUES AND EXPENDITURES FOR THE FISCAL YEAR  
BEGINNING SEPTEMBER 1, 2011 AND ENDING AUGUST 31, 2012

**BE IT ORDAINED** by the Board of Aldermen, of the City of Opelousas, Louisiana in general session convened that:

SECTION I. The attached detailed estimate of Revenues for Fiscal Year beginning September 1, 2011 and ending August 31, 2012, be and the same is hereby adopted to serve as an Operating Budget of Revenues for the City of Opelousas, Louisiana, during the same period.

SECTION II. The attached estimate of Expenditures by departments for the Fiscal Year beginning September 1, 2011 and ending August 31, 2012, be and the same is hereby adopted to serve as a budget of expenditures for the City during the said period.

SECTION III. The adoption of this Operating Budget of Expenditures be and the same is hereby declared to operate as an appropriation of the amount therein set forth within the terms of the budget classification.

SECTION IV. Amounts are available for expenditures only to the extent included with the 2011-2012 budget.

On a motion by Alderman Julius Alsandor and seconded by Alderman Blair Briggs, it was resolved to grant authority to advertise a Public Hearing for the purpose of ADOPTING THE CITY OF OPELOUSAS OPERATING BUDGET OF REVENUES AND EXPENDITURES FOR THE FISCAL YEAR BEGINNING SEPTEMBER 1, 2011 AND ENDING AUGUST 31, 2012. A roll call vote was taken with the following results:

YEAS: Joseph Charles, Julius Alsandor, Louis Butler, Jr., Blair Briggs, Reginald Tatum, and Jacqueline Martin.

NAYS: None.

ABSENT: None.

*INTRODUCTION OF AN ORDINANCE TO AMEND ORDINANCE NO. 11 OF 1998 RELATING TO WATER RATES.*

AN ORDINANCE AMENDING ORDINANCE NO. 11 OF 1998  
RELATING TO WATER AND SEWER RATES

BE IT ORDAINED by the Board of Aldermen of the City of Opelousas, State of Louisiana, that Ordinance No. 11 of 1998 be amended to reflect changes to existing water and sewer rates as follows:

**CITY OF OPELOUSAS WATER RATES  
2011**

<b>INSIDE CITY LIMITS</b>	<b>RATES</b>
1st 2,000 gal. per month	<b>\$15.25</b>
Next 13,000 gal. per month	<b>\$2.15</b>

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Next 35,000 gal. per month	<b>\$2.15</b>
Next 50,000 gal. per month	<b>\$2.15</b>
Over 100,000 gal. per month	<b>\$2.15</b>
<b>OUTSIDE CITY LIMITS</b>	
1st 2,000 gal. per month	<b>\$22.72</b>
Next 3,000 gal per month	<b>\$2.15</b>
Over 5,000 gal. per month	<b>\$2.15</b>
<b>SPECIAL (SCHOOLS &amp; CHURCHES)</b>	
1st 10,000 gal. per month	<b>\$12.61</b>
Over 10,000 gal. per month	<b>\$2.15</b>
<b>MINIMUM RATE INSIDE CITY</b>	
3/4 & 1 inch Meter	<b>\$15.25</b>
1-1/4 & 1-1/2 inch Meter	<b>\$24.24</b>
2 inch Meter	<b>\$39.04</b>
Above 2 inch	<b>\$13.42</b>
Plus 11% cost of meter	
4 inch Meter	<b>\$175.98</b>
6 inch Meter	<b>\$205.41</b>
<b>MINIMUM RATE OUTSIDE CITY</b>	
3/4 & 1 inch Meter	<b>\$22.72</b>
1-1/4 & 1-1/2 inch Meter	<b>\$26.23</b>
2 inch Meter	<b>\$37.51</b>
Above 2 inch	<b>\$17.84</b>
Plus 11% cost of meter	
4 inch Meter	<b>\$180.25</b>
6 inch Meter	<b>\$209.68</b>
<b>SEWER RATES</b>	
1st 2,000 gal.	<b>\$10.50</b>
Every 1,000 gal. per month	<b>\$2.00</b>
<b>DEPOSIT</b>	
New Connections	<b>\$100.00</b>
<b>NSF FEE</b>	
Per Check	<b>\$25.00</b>

On a motion by Alderman Julius Alsandor and seconded by Alderman Blair Briggs, it was resolved to grant authority to advertise a Public Hearing for the purpose of AMENDING ORDINANCE NO. 11 OF 1998 RELATING TO WATER AND SEWER RATES. A roll call vote was taken with the following results:



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YEAS: Joseph Charles, Julius Alsandor, Louis Butler, Jr., Blair Briggs, Reginald Tatum, and Jacqueline Martin.

NAYS: None.

ABSENT: None.

**RESOLUTIONS**

*A RESOLUTION TO RENEW THE SLEMCO FRANCHISE AGREEMENT.* Mr. Wayne Phillips, representative for SLEMCO spoke regarding this matter. Mr. Phillips stated that the current franchise agreement is scheduled to expire on August 11, 2011. He is asking for approval of the renewal of the agreement and to authorize the Mayor to execute that agreement. The proposed terms of the agreement are the same as the current agreement with the exception of a ten year term for the renewal. The current agreement was for six and half years. This was done under Mayor Anna Simmons' administration so that it could end at the same time with the CLECO agreement. SLEMCO currently serves 44 meters in the City of Opelousas.

On a motion by Alderman Joseph Charles and seconded by Alderman Louis Butler, Jr., the following Resolution was offered for adoption:

RESOLUTION NO. 17 OF 2011

A RESOLUTION AUTHORIZING THE RENEWAL OF THE OPERATING AND FRANCHISE AGREEMENT  
BETWEEN THE CITY OF OPELOUSAS, LOUISIANA (CITY) AND SOUTHWEST LOUISIANA ELECTRIC  
MEMBERSHIP CORPORATION (SLEMCO) FOR A PERIOD OF TEN (10) YEARS  
COMMENCING ON AUGUST 12, 2011 AND ENDING ON AUGUST 11, 2021

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**FRANCHISE AGREEMENT**

This FRANCHISE AGREEMENT made and entered into on this \_\_\_\_\_, 2011, by and between:

THE CITY of OPELOUSAS, a political subdivision of the State of Louisiana, located in St. Landry Parish, appearing herein by and through Donald Cravins, Sr., its Mayor, duly authorized by Resolution, dated \_\_\_\_\_, 2011, to execute this agreement; and said party being hereinafter referred to at times as "City," and

SOUTHWEST LOUISIANA ELECTRIC MEMBERSHIP CORPORATION, a corporation organized under the laws of the State of Louisiana, domiciled in Lafayette Parish, Louisiana, herein appearing by and through J. U. Gajan, Chief Executive Officer and General Manager, duly authorize by Board Resolution, dated \_\_\_\_\_, 2011, to execute this agreement; and said party being hereinafter referred at times as "SLEMCO";

All of the aforesaid appear being at times hereafter collectively referred to as the "PARTIES".

WITNESSETH:

WHEREAS the PARTIES hereto recognize the fact that the City is expected to continue with its historic growth with an annexation of additional land into its corporate limits; and

WHEREAS the PARTIES hereto agree that the public interest will be served by an agreement between the City and SLEMCO granting unto SLEMCO a nonexclusive franchise; and

WHEREAS the City recognizes that competition relating to electric service will best serve the citizens of the City.

NOW THEREFORE, for the consideration and the agreements hereinafter set forth, the PARTIES hereto agree as follows:

The CITY does hereby give, grant and/or transfer unto SLEMCO, its successors and/or assigns a nonexclusive franchise which includes without any

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limitation the right and privilege for SLEMCO to distribute, deliver, sell and/or supply electricity and/or electric energy and/or electric service to any and all residential and/or commercial consumers in the City, including any persons, firms, corporations, partnerships, parties and/or entities located throughout areas in the corporate limits of the City as now exist or as the corporate limits hereafter extended on SLEMCO line, including poles, line, wires, insulators, transformers, services, arc, braces, guys and all other necessary or usual attachments and appurtenances along, across, over, under and on the streets, lanes, highways, public roads and other place in the City, with the exception of the "Excluded Area". The Excluded Area is defined as all areas that were within the Opelousas city limits as those city limits existed in August, 1991 when the City leased its City-owned electric system to Central Louisiana Electric Company (CLECO). The Excluded Area is shown, defined and outlined in red on the attached map (Exhibit A) which is made part hereof. The Parties hereby acknowledge and agree that in all areas annexed by the City after August, 1991, said areas shall be served by the utility chosen by the consumer and/or customer. However, in areas not subject to customer choice under the Louisiana Public Service Commission (LPSC) rules and regulations, the LPSC shall determine the proper utility to service a consumer and/of customer.

2.

Subject only to the applicable three hundred foot (300') rule provisions as have been enacted by the Louisiana Public Service Commission (LPSC), this Franchise Agreement does further give and grant unto SLEMCO the right to acquire, erect, construct, operate and maintain such plants, structures,

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transformers, braces, guys, transmission lines, conduits, conductors, substances, distribution systems and any and all other appliances, attachments and appurtenances useful or necessary in connection with the sale, transportation, delivery and/or distribution of electricity, electric energy, electric service on, over, under, along, upon and across all of the present and/or future streets, roads, highways, alleys and public places of the City. SLEMCO is further given the right to repair, replace or remove any portions of the aforesaid and shall be allowed to connect such facilities to any other facilities necessary for the purpose of selling, transporting and/or distributing electric service into, through or beyond the boundaries of the City.

It is understood by and between the PARTIES hereto that the City shall provide to SLEMCO in writing a legal description, with corresponding maps, of the corporate limits of the City and the City shall notify SLEMCO in writing of each annexation, with corresponding maps, of property into the corporate limits during the term of this Franchise Agreement. Payments of all franchise fees by SLEMCO to the City shall begin thirty (30) days after said notifications are given to SLEMCO. The franchise fees, however, shall be paid only for customers that SLEMCO is serving within the annexed area.

4.

a) The PARTIES further agree that the services to be rendered by SLEMCO as above described shall be in such manner and from such sources as SLEMCO chooses and shall be provided at rates which shall be equal to the rates charged by SLEMCO in the general area, as approved by the Louisiana Public Service Commission. The reading of meters, services, repairs, construction, billing and collecting for services rendered shall all be in accordance with the usual customary

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transportation, distribution or sale of electric service for or on behalf of third parties to any person, firm, or corporation other than SLEMCO located within the boundaries of the City, unless and until SLEMCO has been notified, in writing, by the City that the interests of the City, including but not limited to, its recovery of franchise fee revenue on such third party transaction, are adequately protected in connection with the provision of such third party service by SLEMCO. In the event that the operations of SLEMCO are unbundled, in connection with the adoption of a plan for retail open access or otherwise, SLEMCO will have the right to assign its franchise rights with respect to particular facilities or operations; provided, however, that any such assignment (1) shall be to any entity that, directly or however indirectly, controls, is controlled by or is under common control with SLEMCO; (2) shall not result in a reduction in the revenue received by the City pursuant to this Franchise; and (3) shall ensure the City retains all other rights and protections afforded by this Franchise.

5.

a) SLEMCO shall at all times be subject to all laws, statues, ordinances, codes, rules, regulations, standards and proccdures regarding the construction, operation or maintenance of facilities owned by SLEMCO, whether Federal, State or local, now in force or which, hereby may be promulgated (including, but not limited to zoning, land use, historic perseveration ordinances, safety standards and other applicable requirements). However, if any term of condition of this ordinance shall be in conflict with any local ordinance, code, rule or regulation, the provisions in this ordinance shall govern and control. SLEMCO shall obtain all necessary permits or approvals for construction, maintenance and operation.

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any obstruction caused by its operation hereunder in accordance with industry or the standards of the City, whichever is greater.

c) SLEMCO shall use reasonable precautions to avoid damage or injury to persons or property, and shall indemnify and hold and save harmless the City from all damages, losses and/or expense caused by the negligence or fault of agents or employees of SLEMCO, while exercising any of the rights and privileges herein granted.

d) SLEMCO is hereby granted the right and privilege of cutting and trimming trees, shrubbery and vegetation on all City right-of-ways in order to properly maintain its electric lines and electric service, and to cut down, from time to time, all dead, weak, leaning or dangerous trees, shrubbery, etc., that are tall enough to strike or endanger its lines and distribution system.

6.

It is understood by the PARTIES that all changes or rearrangements made necessary in SLEMCO distribution and/or transmission lines in connection with the improvements of streets, lanes, public roads, bridges, or other public places shall be made by SLEMCO, its successors or assigns, at no cost to the City and SLEMCO shall likewise repair all damages to the streets, lanes, public roads, bridges, or other public places caused by the construction or maintenance of its said distribution and transmission lines.

7.

SLEMCO agrees and binds and obligates itself to fully protect and indemnify

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not withstanding, the aforesaid indemnity does not apply to the City or its employees, agents, and/or representatives if the City, or its employees, agents, and/or representatives are negligent.

8.

For and in consideration of this Franchise Agreement herein granted and all of the rights and privileges herein granted to SLEMCO, it is understood and agreed that SLEMCO shall collect and pay to the City a monthly Franchise fee, for the use of its public rights of way and for the privilege of selling electricity within the corporate limits of the City, the sum of which shall be equal to Four (4%) percent of the gross revenues collected by SLEMCO from the metered kilowatt-hour consumption sold by SLEMCO to its customers within the corporate limits of the City and based on SLEMCO rates as approved by the Louisiana Public Service Commission. Gross revenues as above referred to shall not include the following:

- (a) Revenues received by SLEMCO from billing to City accounts.
- (b) Revenues from the kilowatt-hour consumption derived from selling or exchanging power to or with other utilities.
- (c) Revenues received from collection of delinquent fees.
- (d) Revenues derived from collections for payments of any taxes or assessments, which are remitted directly to and on behalf of any Federal, State, Parish, Municipal or Local Governmental Units.
- (e) SLEMCO revenues not attaching to electric energy sales.
- (f) Revenues received from the kilowatt-hour consumption of industrial customers involved in manufacturing processes.

9.

It is understood and agreed by the PARTIES that the payment aforesaid shall be made at such intervals and pursuant to such accounting as is mutually