

CITY OF OPELOUSAS
OPELOUSAS, LOUISIANA
REGULAR MEETING MINUTES
AUGUST 10, 2021

The Council of the City of Opelousas, Parish of St. Landry, State of Louisiana, convened in a regular session on this 10th day of August 2021 at 5:00 p.m. Due to the COVID-19 pandemic mandates for social distancing and limited occupancy requirements, the meeting was open to limited general public and was **LIVE-STREAMED ON THE WWW.CITYOFOPELOUSAS.COM website.**

With Mayor Julius Alsandor presiding, the meeting was called to order.

Mayor Alsandor requested the Clerk to call the roll and the following Council members were **PRESENT**: Marvin Richard, Milton Batiste III, Floyd Ford, Charles Cummings, Sherell Roberts, and Chasity Davis. **ABSENT**: None.

A moment of silent meditation was observed. Minister Kevin Citizen, Destiny of Faith Ministries, Lafayette, Louisiana, led the prayer. Ms. Angela Augustine, Sergeant First Class and 24-year Army veteran, and adjunct professor at SLCC and ULL, led the Pledge of Allegiance.

On a motion by Alderman Marvin Richard and seconded by Alderwoman Chasity Davis, it was resolved to APPROVE the Minutes of the Regular Meeting held 07/13/2021. A roll call vote was taken with the following results:

YEAS: Marvin Richard, Milton Batiste III, Floyd Ford, Charles Cummings, Sherell Roberts, and Chasity Davis.

NAYS: None.

ABSENT: None.

On a motion by Alderman Milton Batiste III and seconded by Alderman Marvin Richard, it was resolved to APPROVE the following change: delete the EXECUTIVE SESSION item from the agenda. A roll call vote was taken with the following results:

YEAS: Milton Batiste III, Floyd Ford, Charles Cummings, Sherell Roberts, Chasity Davis, and Marvin Richard.

NAYS: None.

ABSENT: None.

On a motion by Alderman Marvin Richard and seconded by Alderman Floyd Ford, it was resolved to ADOPT the agenda with the approved changes. A roll call vote was taken with the following results:

YEAS: Floyd Ford, Charles Cummings, Sherell Roberts, Chasity Davis, Marvin Richard, and Milton Batiste III.

NAYS: None.

ABSENT: None.

- **Three-minute recess for submission of public comments/questions.**

ANNOUNCEMENTS

- Presentation by Mr. Donald Broussard regarding upcoming election for St. Landry Parish School Bond propositions. Mr. Broussard, president of the St. Landry Parish Chapter of the NAACP, Branch #6088, spoke as a proponent for the passage of Proposition A, B, and C of the Special Election on March 26, 2022, spearheaded by the efforts of Superintendent Patrick Jenkins and the 12 school board members. The bond information is as follows:

CITIZENS FOR HEALTHY ST LANDRY PARISH SCHOOLS

BOND

ST LANDRY PARISH SCHOOL BOARD

PROPOSITIONS

MARCH 26, 2022

WHAT'S IN THE BOND 2022 PROPOSAL?

THE ST LANDRY PARISH SCHOOL BOARD HAS CALLED FOR A \$113,250,000 MILLION DOLLAR BOND ELECTION ON MARCH 26, 2022. THE 2022 BOND INITIATIVE WILL BE SEPARATED INTO 3 PROPOSITIONS:

- PAY RAISES FOR TEACHERS AND SUPPORT STAFF
- NEW AND UPGRADED, TRACK FACILITIES
- NEW SCHOOL FACILITIES, ADDITIONS, AND LAND ACQUISITION

PROPOSITION A SUMMARY* - \$ 6,500,000 (9.8 MILLS)

ALL TEACHERS AND SUPPORT STAFF TO RECEIVE A PAY INCREASE OF \$3,000 FOR TEACHERS AND \$2,000 FOR SUPPORT STAFF.



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PROPOSITION B SUMMARY* - \$ 5,750,000 (1.0 MILL)

**NEW, UPGRADED, AND RENOVATED TRACK FIELDS INFRASTRUCTURE
FOR THE FOLLOWING SCHOOLS:**

- * NORTH CENTRAL HIGH SCHOOL
- * EUNICE HIGH SCHOOL
- * BEAU CHENE HIGH SCHOOL
- * OPELOUSAS HIGH SCHOOL
- * NORTHWEST HIGH SCHOOL
- * PORT BARRE HIGH SCHOOL

PROPOSITION C SUMMARY* - \$ 100,000,000 (8.9 MILLS)

NEW SCHOOL FACILITIES, ADDITIONS, AND LAND ACQUISITION

**PROPOSITION C IS THE FIRST STEP TO BUILDING 21ST CENTURY SCHOOLS
IN ST LANDRY PARISH. THE SLPS WILL DEVELOP A 20 YEAR MASTER BUILDING
PLAN AND SCHEDULE, STARTING WITH THE ELEMENTARY SCHOOLS.**

- Update by Mr. Patrick Jenkins, St. Landry Parish School Board president. Mr. Jenkins gave the following updates: Students will return to school in person on August 18, 2021; however, they are prepared to pivot as COVID cases continue to rise and they will make the appropriate changes. Additional information can be found on the school board's website. Teachers will return on August 11, 2021. St. Landry Parish schools will be operating under the following: (1) mask mandate for all students ages 5 and up and adults. Ages 2 through 4 will wear masks as much as they possibly can tolerate it; (2) Turnkey COVID testing for all students and all adults on the campuses every week. Parents will have to provide consent for minors. Incentives will be as follows: initial test - \$25, second test - \$10, third test - \$10, and fourth test - \$10, every single time that they test. Students must test at least three times per month in order to receive the reward and debit cards will be provided to distribute incentives. Schools that choose to participate will receive \$14,000 to utilize at their schools for COVID prevention, etc.; (3) vaccination clinics will be provided throughout the year for those that are interested or who may have changed their mind throughout the year. Mr. Jenkins also stated that schools will be starting athletics very soon and he encouraged everyone to come out and support our teams as long as we can participate this year. He also stated that they will be working with parish government and internally to provide fiber access to our communities by utilizing some of our fiber landlines in order to be able to expand more internet accessibility to our communities. In addition, he stated that they are partnering with another entity to possibly complete an application to possibly expand our fiber to the northern part of the parish in the Palmetto, Melville, and surrounding areas so that they have access to internet and other broadband access and this is going to be free to all of our constituents in that particular part of the parish. Also there are some other monetary rewards that will come with it so they are still negotiating that and trying to make the internet more accessible to our community and throughout the parish—they want to encourage everyone to continue to work with St. Landry Parish school board as they reach out to the whole parish.
- COVID-19 Update from Opelousas General Health Systems (OGHS) representative. Mr. Ken Cochran, present CEO of OGHS, gave a brief update. He asked everyone to reconsider getting vaccinated if they have chosen not to. Distributed flyers with COVID-19 vaccination locations. He stated that the surge now is way worse than last time. In the last 7 days, positivity rate of 13.7%; vaccination rate is holding at thirty-two percent; the hospital system is so overwhelmed right now that they can't even do what is considered basic care. OGHS currently has about 30 – 35 COVID in patients. Ninety percent of the hospitalizations are from people who are not vaccinated and eight-four percent of the deaths are from people who are not vaccinated. Mr. Cochran encouraged people to get the vaccine and if you get a little sick from the vaccine is a good thing because your body doesn't like foreign things in it so your body is responding to this foreign element so getting a little bit sick and a little bit of a cold or feeling bad like a little 24-hour flu for the day is way better to him.
- Updates/Presentations by Mayor Julius Alsandor: None.
- Reading of Public Comments/Questions, if any. No comments were submitted online or by email.

REPORTS

Review Monthly Finances. Mr. Stephen Woods gave a brief summary of the month end financial report. On a motion by Alderman Floyd Ford and seconded by Alderman Charles Cummings, it was resolved to accept the Monthly Finance Report as presented by Mr. Stephen Woods. A roll call vote was taken with the following results:

YEAS: Charles Cummings, Sherell Roberts, Chasity Davis, Marvin Richard, Milton Batiste III, and Floyd Ford.

NAYS: None.

ABSENT: None.

Engineer's Monthly Report. A copy of the Engineer's Monthly Report was provided to the Council members. Mr. William Jarrell, City Engineer, gave the following updates:

- (a) Street Improvements Project – City will be receiving bids at 2:00 p.m. on 08/11/2021 at City Hall; Recreational Trail Grant - City will be receiving bids at 1:30 p.m. on 08/11/2021 at City Hall.
- (b) Wastewater Treatment Plant – the belt press has been installed.
- (c) Water Meter project – finalizing work and requesting authorization from FP&C to order water meters to arrive in late September or early October.

On a motion by Alderman Marvin Richard and seconded by Alderman Charles Cummings, it was resolved to accept the Engineer's Monthly Report as presented. A roll call vote was taken with the following results:

YEAS: Sherell Roberts, Chasity Davis, Marvin Richard, Milton Batiste III, Floyd Ford, and Charles Cummings.

NAYS: None.

ABSENT: None.

City Attorney's Report. Attorney Travis Broussard stated that he had no report. At the request of Police Chief Martin McLendon, Introduction of Ordinances was moved up into this slot.

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INTRODUCTION OF ORDINANCES

ORDINANCE

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A COOPERATIVE ENDEAVOR
AGREEMENT REGARDING SECURITY CAMERAS BETWEEN THE CITY OF OPELOUSAS AND
CRIME FIGHTERS OF LOUISIANA, LLC

WHEREAS, Crime Fighters proposes to attach its security, video, live, license plate reader, and other cameras and related network and other equipment to utility, streetlight, and traffic poles and other above-grade structures and to provide the Opelousas Police Department with access to view the feed from the Cameras, to use and to set and receive alerts through Crime Fighters' Camera software system for managing the Cameras and data in relation thereto, and to obtain video or images from the Cameras, at no cost to Opelousas; and

WHEREAS, Opelousas proposes to authorize Crime Fighters to attach its Cameras to Poles and to provide the electricity, cellular service, and any fiber service access for Crime Fighters Cameras, in exchange for access by the Opelousas Police Department to view the feed from the Cameras, to use and to set and receive alerts through Crime Fighters' Camera software system for managing the Cameras and data in relation thereto, and to obtain video or images from the Cameras; and

WHEREAS, the camera footage is for law enforcement purposes only and would be retained by Crime Fighters, with footage available by request on a per incident basis Opelousas Police Department, with limited access by OPD personnel to view the feed, video, and images from Crime Fighters' Cameras, to use and to set and receive alerts through Crime Fighters' Camera software system for managing the Cameras and data in relation thereto, and to obtain video or images from the Cameras will promote the public health, safety and welfare of the citizens of Opelousas and will constitute a public benefit to the citizens of Opelousas; and

WHEREAS, the term of this Agreement shall be three (3) years from the Effective Date. Notwithstanding the foregoing, either party may cancel this Agreement upon thirty (30) days written notice to the other party; and

WHEREAS, the Mayor and the Opelousas Police Department believe there is substantial benefit to Opelousas and its citizens and do approve the terms outlined in the attached Cooperative Endeavor Agreement Regarding Security Cameras by and between the City of Opelousas and Crime Fighters of Louisiana, LLC and desire to enter into the aforementioned contract.

THEREFORE, BE IT ORDAINED BY THE OPELOUSAS CITY COUNCIL, that the Mayor of the City of Opelousas is hereby authorized to negotiate and execute, on behalf of the City of Opelousas, the attached Cooperative Endeavor Agreement Regarding Security Cameras by and between the City of Opelousas and Crime Fighters of Louisiana, LLC, as well as any and all other contracts and documentation in connection therewith; and

BE IT FURTHER ORDAINED BY THE OPELOUSAS CITY COUNCIL the term of this Agreement shall be three (3) years from the Effective Date. Notwithstanding the foregoing, either party may cancel this Agreement upon thirty (30) days written notice to the other party;

Said Ordinance was introduced on this 10th day of August 2021 by Aldermen Marvin Richard and Charles Cummings.

OLD BUSINESS

Rescind the Cooperative Endeavor Agreement with Evangeline State Bank dated 07/13/2021. Alderman Charles Cummings stated that this was voted on a month ago and the information they got was that they couldn't put the money in an interest-bearing account; that it had to be placed in a different bank than our fiscal agent. Alderman Cummings stated that he had done a bit of research and the guidelines stated that not only could the funds be placed in an interest-bearing account but also that the City would not even have to pay taxes on the interest and the interest can be used for other projects besides what this money was sent for. He is asking that the interest be used for street projects. He also stated that according to the fiscal agent agreement with American Bank and Trust Company, any funds received by the City have to be deposited with them. Alderman Batiste stated that he feels we should put the funds where the City and its citizens will get the most bang for its buck. Mayor Alsandor stated that Mr. Cummings was absolutely correct in his earlier statements and that they had made a mistake which he was admitting to publicly. He also advised that they could look at the fiscal agent contract and addendums can be done for future situations. On a motion by Alderman Charles Cummings and seconded by Alderwoman Chasity Davis and Alderman Milton Batiste III, it was resolved to rescind the Cooperative Endeavor Agreement with Evangeline State Bank dated 07/13/2021. A roll call vote was taken with the following results:

YEAS: Chasity Davis, Marvin Richard, Milton Batiste III, Floyd Ford, Charles Cummings, and Sherell Roberts.

NAYS: None.

ABSENT: None.

Approve a new agreement to place the SLFRF funds in an interest-bearing account based on the SLFRF guideline manual dated 06/24/2021. On a motion by Milton Batiste III and seconded by Alderman Marvin Richard, it was resolved to approve a new agreement to place the funds in an **interest-bearing** account in a bank offering the **highest** interest rate. A roll call vote was taken with the following results:

YEAS: Marvin Richard, Milton Batiste III, Floyd Ford, Sherell Roberts, and Chasity Davis.

NAYS: Charles Cummings.

ABSENT: None.

NEW BUSINESS

Discuss request for CONDITIONAL USE approval for property located in an NMU ZONE (NEIGHBORHOOD MIXED USE ZONE) located at 159 Wallior Street to approve the building of the carwash at the location referenced above (UST Opelousas LLC – Wayne Champagne). The Planning Commission held a Public Hearing on 08/09/2021 and recommended approval of this item. On a motion by Alderman Marvin Richard and seconded by Alderman Floyd Ford, it was resolved to approve the request for CONDITIONAL USE approval for property located in an NMU ZONE (NEIGHBORHOOD MIXED USE ZONE) located at 159 Wallior Street to approve the building of the carwash at the location referenced above (UST Opelousas LLC – Wayne Champagne). A roll call vote was taken with the following results:

YEAS: Milton Batiste III, Floyd Ford, Charles Cummings, Chasity Davis, and Marvin Richard.

NAYS: None.

ABSENT: Sherell Roberts (*stepped out*).

Discuss request for CONDITIONAL USE approval for property located in an NMU ZONE (NEIGHBORHOOD MIXED USE ZONE) located at 232/234 E. Leonard Street to operate a Beauty Salon and Retail Shop at the location referenced above (Anil Shah – Alisha Guillory). The Planning Commission held a Public Hearing on 08/09/2021 and recommended approval of this item. On a motion by Alderwoman Sherell Roberts and seconded by Alderman Milton Batiste III, it was resolved to approve the request for CONDITIONAL USE approval for property located in an NMU ZONE (NEIGHBORHOOD MIXED USE ZONE) located at 232/234 E. Leonard Street to operate a Beauty Salon and Retail Shop at the location referenced above (Anil Shah – Alisha Guillory). A roll call vote was taken with the following results:

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YEAS: Floyd Ford, Charles Cummings, Sherell Roberts, Chasity Davis, Marvin Richard, and Milton Batiste III.

NAYS: None.

ABSENT: None.

Discuss request for VARIANCE approval for property located in an NMU ZONE (NEIGHBORHOOD MIXED USE ZONE) located at 424 W. Cherry Street to operate an Automotive Repair Shop at the location referenced above (Travis Blevins – Riseman Jenkins). The Planning Commission held a Public Hearing on 08/09/2021 and recommended conditional approval of this item for six (6) months providing it meets all of the criteria set forth by the Planning Commission. On a motion by Alderman Charles Cummings and seconded by Alderwoman Chasity Davis, it was resolved to conditionally approve the request for VARIANCE approval for a period of six (6) months with the location to be revisited at that time and VARIANCE to be revoked if conditions are not met. A roll call vote was taken with the following results:

YEAS: Charles Cummings, Sherell Roberts, Chasity Davis, Marvin Richard, Milton Batiste III, and Floyd Ford.

NAYS: None.

ABSENT: None.

Discuss request for VARIANCE approval for property located in an R1 ZONE (RESIDENTIAL 1 ZONE) located at 515 W. Martin Luther King Drive to operate an Event Center at the location referenced above (John E. Ortego – Felicia Tyler). The Planning Commission held a Public Hearing on 08/09/2021 and recommended conditional approval of this endeavor for a period of twelve (12) months due to opposition from Mrs. Julie Chenier. Ms. Tyler and her daughter, Sophia Francis, stated that they would like to open an event center as well as several other community services, including assistance to low-income families, credit repair services and various other services offered to low-income families. There was opposition during the Planning Commission meeting from Ms. Julie Chenier who was present for today's meeting regarding this property. Mrs. Doucet stated that the stipulation from the Planning Commission was that there could be no disruptions in that neighborhood during that 12 months that stemmed from Ms. Tyler's business. Ms. Tyler will be purchasing the property contingent upon her request being approved. Ms. Francis passed out brochures regarding their business and stated that the facility is gated and the location would be monitored and security would be required for all events. A discussion was started by Ms. Tyler related to the opposition from Ms. Chenier. She stated that Ms. Chenier does not live at that address in Opelousas—she lives in Baton Rouge and it is not directly affecting her daily life. Mrs. Chenier responded that she has invested \$55,000 into the family home since her parents died and some of her family members still occasionally use the house. She stated that at the Planning Commission meeting she had asked about the business proposal, the parking, the times of the events, etc., for the event center but she did not receive an answer. Mrs. Toni Effinger, a local real estate agent who is selling the property, invited anyone to view the property and she feels that based on the workmanship whatever events held there would be enclosed and there would be an ample amount of parking inside. Alderwoman Davis questioned whether or not this stipulation would cause Ms. Tyler to lose her business being that she is purchasing the property if there were say, a shooting there some other careless behavior by someone else. Mrs. Doucet stated that this would be something that would be revisited by the Planning Commission and back before the Council. On a motion by Alderman Charles Cummings and seconded by Alderwoman Chasity Davis, it was resolved to approve the request for VARIANCE approval for property located in an R1 ZONE (RESIDENTIAL 1 ZONE) located at 515 W. Martin Luther King Drive to operate an Event Center with the recommended conditional approval of this endeavor for a period of twelve (12) months at the location referenced above. A roll call vote was taken with the following results:

YEAS: Sherell Roberts, Chasity Davis, Marvin Richard, Milton Batiste III, Floyd Ford, and Charles Cummings.

NAYS: None.

ABSENT: None.

Discuss request for PRE-APPROVAL for a VARIANCE for property located in an R1 ZONE (RESIDENTIAL 1 ZONE) located at 716 E. Bellevue Street to operate a Beauty Shop near her home at the location referenced above (Domengeaux's Lumber Depot – Erica Sam). The Planning Commission held a Public Hearing on 08/09/2021 and recommended pre-approval of this item. On a motion by Alderman Marvin Richard and seconded by Alderman Floyd Ford, it was resolved to approve the request for PRE-APPROVAL for a VARIANCE for property located in an R1 ZONE (RESIDENTIAL 1 ZONE) located at 716 E. Bellevue Street to operate a Beauty Shop near her home at the location referenced above (Domengeaux's Lumber Depot – Erica Sam). A roll call vote was taken with the following results:

YEAS: Chasity Davis, Marvin Richard, Milton Batiste III, Floyd Ford, Charles Cummings, and Sherell Roberts.

NAYS: None.

ABSENT: None.

Discuss request by Sun CHDO Corporation for Exclusive Option to Purchase from the City of Opelousas three (3) acres on Cherry Street. Mr. Chris Williams, CEO of Sun CHDO, a certified community housing development organization, addressed the council regarding increasing affordable, workforce housing stock in the City of Opelousas. He referenced two resolutions that had been passed by the City of Opelousas that advocated fair and affordable housing. Sun CHDO is looking at constructing 32-42 townhomes that would be available for rental. He stated that in 2000, the City of Opelousas acquired some 40+ acres of land on Cherry Street. His company is asking to move forward on acquisition on 3 acres of those 40+ acres to provide this housing. The cost would be whatever the appraised value is as allowed by their funding partners. It will take several months for this process and they wanted to come before the board to have the discussion before the process is started with getting the funding. Alderwoman Chasity Davis inquired about the number of units and how the increase in people will affect the already damaged roads on Cherry Street. Mr. Williams stated that the range is between 32 and 52 units depending on what the final makeup of the funding is. They are currently working on renovating a home on Cherry Street now to be occupied within 60 days and as his company begins to develop these projects in the City of Opelousas, then that would put a higher priority of doing Cherry Street. He stated that if they are going to make that type of investment then they would be willing to work with the City to try to get Cherry to the point of getting some of the things done that he has heard about. Alderman Marvin Richard inquired about the legality of selling the property since the family that donated the property stated that they would take the property back if the City tried to sell it. Alderwoman Davis had the same question. Mayor Alsandor deferred to the attorney to address this question. Attorney Broussard stated that he has reviewed the documents on three different occasions and there are five different agreements that were signed where the City ultimately ended up with this property. The property we have today is not actually the property that was donated to us from Carl Weiss in 2000. We exchanged property that was donated to us for the property we have today. None of the act of donation documents showed anything that would bar us from transferring any of the property. An act of partition document, dated March 13, 2002, showed where the City actually exchanged the donated property for the 48.843 acres that we actually own today. Attorney Broussard stated that these documents were given to him and he did not go to the conveyance records office to pull them for further research. He stated that there would only be 2 ways of preventing us from doing this: one would be is if there was a provision like that in the document which he didn't see in any of the documents and then another way you can revoke a donation under Louisiana law is by what we call "ingratitude"—where, if you gave someone some land and they treated you very badly then that is considered ingratitude so you can revoke it. Attorney Broussard also noted that prior to selling the property, the City would have to

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either declare it as surplus property and introduce an ordinance to sell it or the City would have to enter into a cooperative endeavor agreement with the other entity. Alderman Charles Cummings stated that he would like to look at the title himself and suggested that the item be tabled until further review. No action needed.

BIDS

Accept Bids for Off-Site Gasoline/Diesel Fuel Two Card System (Bid #04-21). Pursuant to an advertisement in the *Daily World* for Bids for Off-Site Gasoline/Diesel Fuel Two Card System (Bid #04-21), one (1) bid was received:

BID PROPOSAL

**GASOLINE AND DIESEL OFF-SITE MOTOR FUEL 2 FOR CITY OF OPELOUSAS
FOR FISCAL YEAR SEPTEMBER 1, 2021 THROUGH AUGUST 31, 2022
AS PER SPECIFICATIONS**

1. GASOLINE:
REGULAR UNLEADED
MINIMUM OCTANE 87
MID-GRADE UNLEADED
MINIMUM OCTANE 89
PREMIUM UNLEADED
MINIMUM OCTANE 92
BASE PRICE: WEEKLY PRICE ESTABLISHED BY OPIS, LAKE CHARLES TERMINAL
LA STATE FUEL TAX – 0.2
FEDERAL TAX: EXEMPT
2. DIESEL FUEL:
#2 DIESEL
BASE PRICE: WEEKLY OPIS PAD 3 REPORT, LAKE CHARLES TERMINAL

MARGIN cost plus 0.10 cents

MARGIN cost plus 0.10 cents

MARGIN cost plus 0.10 cents

BIDS WILL BE BASED ON THE FOLLOWING ESTIMATED ANNUAL USAGE:

GASOLINE:

REGULAR UNLEADED	<u>114,000</u> GALLONS
MID-GRADE UNLEADED	<u>10,000</u> GALLONS
PREMIUM UNLEADED	<u>6,000</u> GALLONS

DIESEL:

#2 DIESEL	<u>20,000</u> GALLONS
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ALL BIDS WILL BE SUBMITTED IN A SEALED ENVELOPE. THE FIRM'S NAME, ITEM BEING BID UPON, AND STATE CONTRACT NUMBER (IF APPLICABLE) MUST BE CLEARLY STATED ON THE OUTSIDE OF THE ENVELOPE.

FleetRite/CFN/Shop Rite

NAME OF FIRM SUBMITTING BID

STATE CONTRACT # (IF APPLICABLE)

Jan G. Janice

AUTHORIZED REPRESENTATIVE

7/29/21

DATE SUBMITTED

On a motion by Alderman Milton Batiste III and seconded by Alderman Marvin Richard and Alderwoman Sherell Roberts, it was resolved to accept the bid and award contract. A roll call vote was taken with the following results:

YEAS: Marvin Richard, Milton Batiste III, Floyd Ford, Sherell Roberts, and Chasity Davis.

NAYS: None.

ABSENT: Charles Cummings (*stepped out*).

PUBLIC HEARINGS

Pursuant to an advertisement in the *Daily World*, a Public Hearing was opened at 8:14 p.m. for consideration of condemnation/demolition of the following properties:

- (a) Norma Jean Lewis Belton, Usufruct Samuel Lewis, 614 Sherwood Street (Abandoned Brick Veneer House)
Ms. Norma Belton is deceased and her son Craig Belton stated that he plans on selling the property very soon. Recommendation to table the matter until next month until the new owner is notified.
- (b) Mervin & Philonese Dunbar Washington, 1502 E. Duson Street (Abandoned Wood Frame Structures)
Recommendation of condemnation for demolition.
- (c) St. Landry Parish Police Jury, George Kipling Manuel ETALS T/S, 1523 W. Blanchard Street (Abandoned Asbestos Siding)
Recommendation of condemnation for demolition.
- (d) Bessie Lee Williams, C/O Patricia Dixon, 1724 Bossier Street (Burned Wood Frame House)
Recommendation of condemnation for demolition.

The Public Hearing was closed at 8:26 p.m.

The motions on the aforementioned properties were as follows:

- (a) On a motion by Alderman Charles Cummings and seconded by Alderwoman Sherell Roberts, it was resolved to accept the recommendation to table Item (a) until next month. A roll call vote was taken with the following results:
NAYS: Milton Batiste III and Marvin Richard.
YEAS: Floyd Ford, Charles Cummings, Sherell Roberts, and Chasity Davis.
ABSENT: None.
- (b) On a motion by Alderman Charles Cummings and seconded by Alderman Milton Batiste III, it was resolved to accept the recommendation of condemnation for demolition. A roll call vote was taken with the following results:
YEAS: Floyd Ford, Charles Cummings, Sherell Roberts, Chasity Davis, Marvin Richard, and Milton Batiste III.
NAYS: None.
ABSENT: None.
- (c) On a motion by Alderman Milton Batiste III and seconded by Alderman Marvin Richard, it was resolved to accept the recommendation of condemnation for demolition. A roll call vote was taken with the following results:
YEAS: Charles Cummings, Sherell Roberts, Chasity Davis, Marvin Richard, Milton Batiste III, and Floyd Ford.
NAYS: None.
ABSENT: None.

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(d) On a motion by Alderman Charles Cummings and seconded by Alderman Floyd Ford, it was resolved to accept the recommendation of condemnation for demolition. A roll call vote was taken with the following results:

YEAS: Sherell Roberts, Chasity Davis, Marvin Richard, Milton Batiste III, Floyd Ford, and Charles Cummings.

NAYS: None.

ABSENT: None.

Pursuant to an advertisement in the *Daily World*, a Public Hearing was opened at 8:29 p.m. to discuss the following items:

- (a) DISCUSS AND CONSIDER ADOPTION OF AN ORDINANCE AUTHORIZING THE ADOPTION OF THE OPELOUSAS DOWNTOWN DEVELOPMENT DISTRICT MASTER PLAN. Ms. Lena Charles, chairperson for the Opelousas Downtown Development District, addressed the Council and stated that she was there for consideration to move the ordinance of the Opelousas Downtown Development District Master Plan forward. No other comments or questions from Council or audience.
- (b) DISCUSS AND CONSIDER ADOPTION OF AN ORDINANCE AMENDING THE OPERATING BUDGET OF REVENUES AND EXPENDITURES FOR THE FISCAL YEAR BEGINNING SEPTEMBER 1, 2020 AND ENDING AUGUST 31, 2021. Mayor Alsandor stated each member of the Council had the opportunity to review the budget and ask questions. He asked if there were any other questions or comments. No other comments or questions from Council or audience.
- (c) DISCUSS AND CONSIDER ADOPTION OF AN ORDINANCE ADOPTING THE OPERATING BUDGET OF REVENUES AND EXPENDITURES FOR THE FISCAL YEAR BEGINNING SEPTEMBER 1, 2021 AND ENDING AUGUST 31, 2022. Mayor Alsandor asked if there were any questions or comments regarding this budget. Fire Chief Charles Mason stated that he had previously asked for a \$2.00 increase to the base salary for firefighters to bring them up to \$11.50. This increase would cost the City an additional \$387,000 to implement. Chief Mason pointed out that this request was not placed in the budget. Alderman Batiste pointed out that the City was only showing a surplus of about \$296,000 and the raise would put us in the negative and the budget cannot be adopted like that—they would have to go back through the whole budget revision process and make cuts in other areas. Mayor Alsandor pointed out to both of the Chiefs that they may not have gotten the word “no” regarding their requests during the budget process but it was amended and it’s before you tonight for adoption. Mayor Alsandor stated that from every number that was looked at it can’t be done. Police Chief Martin McLendon stated that he stands in a united front with the Fire Chief Mason on this issue. He stated that he is losing experienced officers who are leaving because of the pay. He stated that at some point they will have to sit down and find a way to find additional money. He stated that this issue was never considered during budget hearings. Chief McLendon asked if any of the ARP money that the City received could be used for emergency services and put in salaries. Mayor Alsandor stated that the language in the ARP plan does not say it can be used for salaries. Chief McLendon disagreed and stated that there was a way to do that. Mr. Purvis Morrison asked how they would sustain that after the COVID money is gone. City Attorney Travis Broussard stated that within every single department in the City, you have to begin in your own budget to make cuts before it comes to the chief executive officer, before you get to the Council. Mr. Stephen Woods gave remarks regarding what goes along with the 2-1/2 % annual increase which includes an increase in retirement that the City must cover as well as payments for the new Fire Trucks. If the budget cannot be balanced then the City has to go with a 50/50 budget and all those numbers will have to be put in manually. He pointed out that we are not where we need to be but we are better than where we used to be. Mr. Mike Hidalgo, OPD officer spoke in favor of raises. He stated that the Fire Department needs fire trucks and raises and the police officers need raises. He stated that officers are leaving because of the low pay and our fire rating will go down if the Fire Department does not get its fire trucks and loses firemen. Mayor Alsandor gave closing comments and asked if there were any other questions or comments. No other comments or questions from Council or audience.

The Public Hearing was closed at 9:20 p.m.

ADOPTION OF ORDINANCES

AN ORDINANCE AUTHORIZING THE ADOPTION OF THE OPELOUSAS DOWNTOWN DEVELOPMENT DISTRICT MASTER PLAN. (Vote Required)

ORDINANCE NO. 02 OF 2021

AN ORDINANCE AUTHORIZING THE ADOPTION OF
THE OPELOUSAS DOWNTOWN DEVELOPMENT DISTRICT MASTER PLAN

WHEREAS, the Opelousas Downtown Development District ("ODDD") was established in 2017 to build leadership and serve as the catalyst for economic growth and development in Downtown Opelousas; to encourage cooperation and collaboration by advancing a positive image of downtown; and to plan and develop the designated commercial district to its potential, through economic development and historic preservation;

WHEREAS, the ODDD established priority actions to improve and enhance pedestrian and bicycle accessibility within and into the downtown area; improve and enhance lighting and security through downtown corridor arteries; improve and enhance the aesthetic appearance of the downtown corridor arteries; identify and advocate for 1-2 anchor building redevelopment projects in the downtown core; spearhead the completion of a long-term downtown strategic growth plan and improve and enhance Broadband infrastructure and capacity;

WHEREAS, the ODDD determined a need for a unified vision and master plan for the District to achieve this mission and priorities;

WHEREAS, the ODDD entered into a Planning Services Agreement with the Center for Planning Excellence in order to perform research, planning, analysis, outreach and engagement, and preparation of a vision, long-term plan and implementation strategy for the District;

WHEREAS, the ODDD conducted extensive outreach and engagement activities throughout the planning process to ensure that Opelousas residents' voices are included in the Plan;

WHEREAS, the Plan sets the vision for the future of downtown Opelousas based on guiding principles that reflect residents' core values, and sets out recommendations that should be implemented across the entire District over the course of as many as 20 years;

WHEREAS, the recommendations of the Plan reflect the input of many Opelousas residents and business owners who attended public meetings of the ODDD;

WHEREAS, as implemented, the ODDD advises that the results of these recommendations will create a vibrant downtown;

WHEREAS, on June 25, 2021 the ODDD Board adopted the Opelousas Downtown Master Plan to guide development and investment in the District;

WHEREAS, to further the mission, the ODDD requested that the governing authority of the City of Opelousas express its support for the Plan, and adopt the Plan in its entirety;

CITY OF OPELOUSAS
OPELOUSAS, LOUISIANA
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WHEREAS, this Ordinance was proposed to the governing authority of the City of Opelousas for the purpose of considering public support for the Plan, and adopting the Plan;

WHEREAS, the Ordinance was introduced by councilmember Charles Cummings on the 13th day of July, 2021, at a public meeting of the city council;

WHEREAS, a public hearing was held on the 10th day of August, 2021 to discuss the Ordinance and accept public commentary; and

WHEREAS, upon adjournment of the public hearing, and in lawful session of the governing authority, on Motion of councilmember Milton Batiste III and seconded by councilmember Marvin Richard, the Ordinance was offered for final adoption and the following vote was recorded:

Yea: Chasity Davis, Marvin Richard, Milton Batiste III, Floyd Ford, Charles Cummings, and Sherell Roberts.

Nay: None.

Absent: None.

NOW, THEREFORE, BE IT ORDAINED by the governing authority of the City of Opelousas in legal session convened, that:

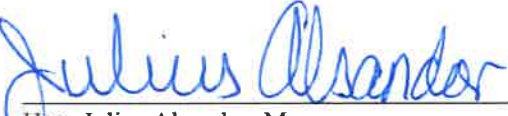
SECTION 1: All of the above-described "Whereas" clauses are adopted as part of this ordinance;

SECTION 2: The Opelousas City Council hereby expresses its support for the Opelousas Downtown Master Plan, and adopts the Master Plan to serve as a guide for development and infrastructure investment decisions in downtown Opelousas; and

SECTION 3: This ordinance shall become effective upon signature of the Mayor, the elapse of (10) days after receipt by the Mayor without signature or veto, or upon an override of a veto, whichever occurs first.

Attest this 10th day of August, 2021, at Opelousas, Louisiana.


Leisa Anderson, City Clerk


Hon. Julius Alsandor, Mayor

AN ORDINANCE AMENDING THE OPERATING BUDGET OF REVENUES AND EXPENDITURES FOR THE FISCAL YEAR BEGINNING SEPTEMBER 1, 2020 AND ENDING AUGUST 31, 2021. (Vote Required)

On a motion by Alderwoman Sherell Roberts and seconded by Alderman Charles Cummings, the following Ordinance was offered for adoption:

ORDINANCE NO. 03 OF 2021

AN ORDINANCE AMENDING THE OPERATING BUDGET OF REVENUES AND EXPENDITURES FOR THE
FISCAL YEAR BEGINNING SEPTEMBER 1, 2020 AND ENDING AUGUST 31, 2021

WHEREAS, the City of Opelousas desires to amend the budget of revenues and expenditures adopted by the City of Opelousas in August 2020 as set out in the document attached to this ordinance;

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

SECTION I. The attached detailed budget of Revenues for Fiscal Year beginning September 1, 2020 and ending August 31, 2021, 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, 2020 and ending August 31, 2021, 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 2020-2021 budget.

Said Ordinance was introduced by councilmember Charles Cummings on the 13th day of July 2021.

*The referenced Budget is available for public inspection at City of Opelousas Municipal office,
105 N. Main Street, Opelousas, Louisiana,*

Monday-Thursday, 8:00 a.m. to 5:00 p.m. and Friday, 8:00 a.m. – 11:00 a.m. (except holidays)


NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Opelousas, in legal session convened, that the budget of revenues and expenditures adopted by the City Council in summer 2019 for the fiscal year beginning September 1, 2020 and ending August 31, 2021, shall be and is amended as set out in the document attached to this ordinance.

<u>NAME</u>	<u>YEA</u>	<u>NAY</u>	<u>ABSENT/ABSTAIN</u>
HON. MARVIN RICHARD	X		
HON. MILTON BATISTE III	X		
HON. FLOYD FORD	X		
HON. CHARLES CUMMINGS	X		
HON. SHERELL ROBERTS	X		
HON. CHASITY DAVIS	X		
TOTAL	6	0	0

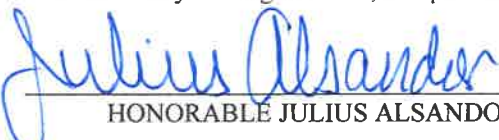
Opelousas, Louisiana this 10th day of August 2021.

CERTIFICATION

I, Leisa S. Anderson, Municipal Clerk for the City of Opelousas, do hereby certify that the foregoing Ordinance No. 03 of 2021 was duly introduced by the City Council of the City of Opelousas on the 13TH day of July 2021 by councilmember Charles Cummings, adopted by the City Council on August 10, 2021, in legal session convened, and forwarded to the Mayor on the 11th day of August 2021.


LEISA S. ANDERSON

APPROVED BY THE MAYOR this 11th day of August 2021, at Opelousas, Louisiana.


HONORABLE JULIUS ALSANDOR

CITY OF OPELOUSAS
OPELOUSAS, LOUISIANA
REGULAR MEETING MINUTES
AUGUST 10, 2021

AN ORDINANCE ADOPTING THE OPERATING BUDGET OF REVENUES AND EXPENDITURES FOR THE FISCAL YEAR BEGINNING SEPTEMBER 1, 2021 AND ENDING AUGUST 31, 2022. (Vote Required)

On a motion by Alderman Charles Cummings and seconded by Alderman Floyd Ford, the following Ordinance was offered for adoption:
ORDINANCE NO. 04 OF 2021

AN ORDINANCE ADOPTING AN OPERATING BUDGET OF REVENUES AND EXPENDITURES FOR THE FISCAL YEAR BEGINNING SEPTEMBER 1, 2021 AND ENDING AUGUST 31, 2022

WHEREAS, the Louisiana Local Government Budget Act requires the City of Opelousas to adopt an annual budget of revenues and expenditures on or before August 31, 2021;

WHEREAS, the proposed budget must be accompanied by a budget adoption instrument;

WHEREAS, the City of Opelousas desires to adopt the budget of revenues and expenditures proposed by the Mayor of the Municipality, Julius Alsandor, and attached to this Ordinance (the "Budget Ordinance");

WHEREAS, at a regular meeting of the Board of Aldermen for the City of Opelousas (the "City Council") held on July 13, 2021, this Budget Ordinance was introduced by councilmember Sherell Roberts pursuant to the provisions of La. R.S. 33:406(B)(1)(2); and

WHEREAS, pursuant to the provisions of La. R.S. 33:406(B)(2), a public hearing on the Budget Ordinance was held prior to final adoption, and notice was appropriately run as required by the Louisiana Local Government Budget Act;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Opelousas, in legal session convened, that the budget of revenues and expenditures proposed by the Mayor of the Municipality, Julius Alsandor, and attached to this Budget Ordinance be and is hereby adopted by the governing authority of the City of Opelousas.

*The referenced Budget is available for public inspection at City of Opelousas Municipal office,
105 N. Main Street, Opelousas, Louisiana,*

Monday-Thursday, 8:00 a.m. to 5:00 p.m. and Friday, 8:00 a.m. – 11:00 a.m. (except holidays)

NAME	YEA	NAY	ABSENT/ABSTAIN
HON. MILTON BATISTE III	X		
HON. FLOYD FORD	X		
HON. CHARLES CUMMINGS	X		
HON. SHERELL ROBERTS	X		
HON. CHASITY DAVIS	X		
HON. MARVIN RICHARD	X		
TOTAL	6	0	0

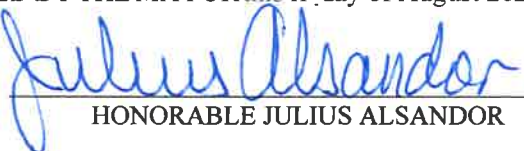
Opelousas, Louisiana this 10th day of August 2021.

CERTIFICATION

I, Leisa S. Anderson, Municipal Clerk for the City of Opelousas, do hereby certify that the foregoing Ordinance No. 04 of 2021 was duly introduced by the City Council of the City of Opelousas on the 13TH day of July 2021 by councilmember Sherell Roberts, adopted by the City Council on August 10, 2021, in legal session convened, and forwarded to the Mayor on the 11th day of August 2021.


LEISA S. ANDERSON

APPROVED BY THE MAYOR this 11th day of August 2021, at Opelousas, Louisiana.


HONORABLE JULIUS ALSANDOR

RESOLUTIONS

A RESOLUTION AUTHORIZING THE RENEWAL OF THE OPERATING AND FRANCHISE AGREEMENT AND STREET LIGHTING 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, 2021 AND ENDING ON AUGUST 11, 2031.

On a motion by Alderwoman Sherell Roberts and seconded by Alderman Charles Cummings, the following Resolution was offered for adoption:

RESOLUTION NO. 11 OF 2021

A RESOLUTION AUTHORIZING THE RENEWAL OF THE OPERATING AND FRANCHISE AGREEMENT AND STREET LIGHTING 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, 2021 AND ENDING ON AUGUST 11, 2031

FRANCHISE AGREEMENT
OPELOUSAS

This FRANCHISE AGREEMENT made and entered into on the 12th day of August, 2021, by and between:

THE CITY OF OPELOUSAS a political subdivision of the State of Louisiana, appearing herein by and through Julius Alsandor, its Mayor, duly authorized by Resolution #11 of 2021.

THE CITY OF OPELOUSAS, 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 Glenn Tamporello, Chief Executive Officer and General Manager, duly authorized by the attached corporate board resolution said party being hereinafter at times referred to 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 and 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 in accordance with the provisions of the Resolution duly adopted by the governing body of the CITY, on the 10th day of August, 2021 and for the consideration and the agreements hereinafter set forth, the PARTIES hereto agree as follows:

**CITY OF OPELOUSAS
OPELOUSAS, LOUISIANA
REGULAR MEETING MINUTES
AUGUST 10, 2021**

The CITY does hereby give, grant and/or transfer unto SLEMCO, its successors and/or assigns a nonexclusive franchise which includes without any limitation the right and privilege for SLEMCO to distribute, deliver, sell and/or supply electricity and/or electric energy and/or electric services to any and all residential and/or commercial consumers in the CITY, including but without limitation, to any persons, firms, corporations, partnerships, parties and/or entities located throughout any and all areas of the corporate limits of the CITY as now or as the corporate limits may be extended from time to time during the term of this Franchise Agreement 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 electrical system to Central Louisiana Electric Company (CLECO). The Excluded Area is shown and 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 serve a consumer and/or customer under and pursuant to its 300' rule.

2.

Subject to the foregoing and the applicable three hundred foot (300') rule provisions as have been enacted by the Louisiana Public Service Commission (LPSC), and as may be amended from time to time, this Franchise Agreement does further give and grant unto SLEMCO the right to acquire, erect, construct, operate and maintain such plants, structures, transmission lines and/or systems, distribution lines and/or systems, cables, fibers, facilities and equipment as may be useful or necessary for the generation, production, transportation, distribution, delivery and/or sale of electric power and/or electric energy through the CITY which includes the right to erect, operate and maintain poles, 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.

3.

It is understood by and between the PARTIES hereto that the CITY shall provide to SLEMCO a map showing the corporate limits of the CITY and the CITY shall notify SLEMCO in writing of each annexation 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, 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 policies and procedures of SLEMCO.
- b) This franchise does not authorize SLEMCO to use the facilities for the 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 as may be necessary for unbundled operations; provided, however, that any such assignment shall not result in a reduction in the revenue received by the CITY pursuant to this Franchise and such assignment shall ensure the CITY retains all other rights and protections afforded by the Franchise.

5.

- a) SLEMCO shall at all times be subject to all laws, statutes, ordinances, codes, rules, regulations, standards and procedures regarding the construction, operation or maintenance of facilities owned by SLEMCO, whether Federal, State or local. SLEMCO shall obtain all necessary permits or approval for construction, maintenance and operation.
- b) In maintaining its properties, SLEMCO shall not unnecessarily or unreasonably damage, impair or obstruct the streets, roads, highways, alleys, sidewalks and public grounds, and SLEMCO shall at its own expense, without unreasonable delay, make all necessary repairs to remedy any damages or remove 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 rights-of-way 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 systems.

6.

It is understood by the PARTIES that all changes or rearrangements necessary to 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/or transmission lines.

7.

SLEMCO agrees and binds and obligates itself to fully protect and indemnify the CITY from any and all third party claims, demands, actions, causes of action, damages, and expenses arising as a result of the construction, erection, maintenance, and operation of the SLEMCO electrical transmission and distribution lines and system within the corporate limits of the CITY. The foregoing notwithstanding, the aforesaid indemnity does not apply to the CITY or its employees, agents, and/or representatives to the extent the CITY, or its employees, agents, and/or representatives are negligent.

8.

For and in consideration of the Franchise Agreement herein granted and all of the rights and privileges herein granted to SLEMCO, it is understood and agreed that SLEMCO shall pay 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 five (4%) percent of gross revenues collected by SLEMCO from the metered kilowatt hours 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. 1/2 of the Franchise fee so payable shall be remitted by SLEMCO from its rates charged to consumers within the corporate limits of the CITY and the other 1/2 of the Franchise Fee so payable shall be added to SLEMCO's rates for consumers within the corporate limits of the CITY and collected for remittance to the CITY. Gross revenues for calculation of the Franchise fee shall not include the following:

- (a.) Revenue received by SLEMCO from billing to the CITY accounts.
- (b.) Revenue from the kilowatt-hour consumption derived from selling or exchanging power to or with other utilities.
- (c.) Revenue 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 industrial customers involved in manufacturing process, who either contract for 300 KVA or greater within the corporate limits of the CITY; or (2) qualify for special energy incentive tariffs, specifically tariffs EEDS and EIS.

9.

**CITY OF OPELOUSAS
OPELOUSAS, LOUISIANA
REGULAR MEETING MINUTES
AUGUST 10, 2021**

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 agreed upon between the CITY and SLEMCO, provided, however, that all payments made pursuant to this Agreement shall be reconciled at the close of the calendar year by statements showing the gross revenue collected by SLEMCO from the retail sale and delivery of electric energy in the CITY corporate limits. Subject to other provisions of this Franchise Agreement and the total amount due to the CITY listed thereon and any amount not theretofore paid before the close of the said calendar year shall be paid by SLEMCO within thirty (30) days after the end of the calendar year.

10.

It is further understood and agreed by and between the parties hereto that the right, privilege, and Franchise hereby granted SLEMCO shall remain in full force and effect for a period of ten (10) years commencing on August 12, 2021 and ending on August 11, 2031. This Franchise hereby automatically applies to and includes all of the corporate limits of the CITY and all persons, firms, corporations, and legal entities within such limits, as the said corporate limits may be extended from time to time within the said ten (10) year period, it being understood that this Franchise shall continue in full force and effect as to all areas subsequently annexed to the CITY from and after the date of such annexation until the expiration of the ten (10) year period above fixed on August 11, 2031. The Excluded Area above described is, however, excepted from the provisions of this paragraph.

11.

It is further understood and agreed to by the PARTIES that these franchise payments herein provided to be made by SLEMCO to the CITY will be reduced in an amount equal to the sum of any new or increased taxes of any nature whatsoever levied by the CITY and payable by SLEMCO, subsequent to the date of this Franchise Agreement (except uniform taxes based on property value).

12.

If any provision, part, word, section, subsection, sentence, clause or phrase of this Franchise Agreement should be held invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Franchise Agreement. The PARTIES do hereby declare the provisions hereof to be severable and in the event that a particular provision, part, word, section, subsection, sentence, clause or phrase should be deemed unconstitutional or invalid, the remaining provisions, parts, words, sections, subsections, sentences, clauses and phrases will not be affected and shall continue in full force and effect.

**STREET LIGHTING AGREEMENT
STATE OF LOUISIANA
ST. LANDRY PARISH**

This Agreement made and entered into by and between the CITY OF OPELOUSAS, a Louisiana municipal corporation, sometimes referred to as CITY and SOUTHWEST LOUISIANA ELECTRIC MEMBERSHIP CORPORATION, sometimes referred to as SLEMCO, a Louisiana corporation:

In consideration of all of the terms and conditions of this agreement, it is mutually agreed as follows:

1. Subject to the terms hereafter stated, and for a term to run synonymously with a Franchise Agreement executed on the 12th day of August 2021 by and between the parties hereto, SLEMCO will furnish install, operate and maintain streetlights on SLEMCO poles located on legally dedicated and/or accepted public street and/or road right-of-ways as requested in writing by the City.
2. For standard streetlight installation, i.e. standard light installed on existing pole with available transformer, etc., equipment and installation will be provided at no cost to the CITY and the CITY will pay only monthly billing for such lights.
3. When non-standard installations require additional facilities, i.e., poles, wires, transformers, non-standard lights, etc., the CITY will pay the cost of such additional facilities in addition to monthly billing for such lights. All equipment and installation costs under this paragraph will be considered a contribution in aid of construction and not refundable.
4. One hundred (100) watt High Pressure Sodium streetlights, which will automatically turn Aon@ at night and Aoff@ at daybreak will be used.
5. Lighting of different wattage and/or style may be used where possible if requested by the CITY.
6. In the event a light is requested to be relocated by the CITY, the CITY will be responsible for the cost of said relocation.
7. If a rate increase or decrease should be made applicable to the class of service furnished hereunder by SLEMCO or by order of or permission of the Louisiana Public Service Commission, such increase or decrease rate shall be applicable to the service rendered hereunder from and after the effective date of such rate change.
8. The CITY will be responsible for notifying SLEMCO of streetlight outages and/or damage.
9. Wiring for streetlights shall be underground provided the area being developed is one in which underground electric service is being provided.

For the purpose of said Agreement, the parties nominate the following:

CITY OF OPELOUSAS
Julius Alsandor
Mayor
P. O. Box 1879
Opelousas, LA 70571-1879

SOUTHWEST LOUISIANA ELECTRIC MEMBERSHIP CORPORATION
Glenn Tamporello
Chief Executive Officer and General Manager
P. O. Box 90866
Lafayette, LA 70509

A roll call vote was taken with the following results:

YEAS: Floyd Ford, Charles Cummings, Sherell Roberts, Chasity Davis, Marvin Richard, and Milton Batiste III.

NAYS: None.

ABSENT: None.

Done and signed this 10th day of August, 2021.

ATTEST:


CITY CLERK


MAYOR

A RESOLUTION AUTHORIZING THE MAYOR TO APPLY FOR FY2021 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) IN THE AMOUNT OF THIRTY-NINE THOUSAND SEVEN HUNDRED EIGHTY-THREE DOLLARS (\$39,783.00) ON BEHALF OF THE OPELOUSAS POLICE DEPARTMENT.

On a motion by Alderman Marvin Richard and seconded by Alderwoman Sherell Roberts, the following Resolution was offered for adoption:

RESOLUTION NO. 12 OF 2021

**A RESOLUTION AUTHORIZING THE MAYOR TO APPLY FOR FY 2021
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)**

**IN THE AMOUNT OF THIRTY-NINE THOUSAND SEVEN HUNDRED EIGHTY-THREE DOLLARS (\$39,783.00) ON
BEHALF OF THE OPELOUSAS POLICE DEPARTMENT**

WHEREAS, the Edward Byrne Memorial Justice Assistance Grants are used to assist with the updated equipment; and

WHEREAS, Council desires to authorize the Mayor to apply for said Grant.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OPELOUSAS, PARISH OF ST. LANDRY AND STATE OF LOUISIANA:

Section 1. That the Mayor be and he is hereby authorized and directed to apply for the FY 2021 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FY 2021 to help defray the cost for equipment for the Opelousas Police Department.

CITY OF OPELOUSAS
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Section 2. That Council does hereby further accept said Grant on behalf of the City of Opelousas should it be awarded to the Opelousas Police Department.

Section 3. That the City of Opelousas agrees to pay the St. Landry Parish Sheriff's Office a total of \$12,465.00 of the JAG funds from the 2021 allocation.

Section 4. That the City of Opelousas agrees to use the \$27,318.00 from the JAG Program allocation until July 31, 2022 for the sole purpose of purchasing new technology upgrades.

Section 5. That nothing in the performance of said Agreement shall impose any liability for claims against the City of Opelousas other than for claims which liability may be imposed by the Tort Claims Act and that each party to said Agreement will be responsible for its own actions while providing services or procuring equipment under said Agreement and shall not be responsible for any civil liability that may arise from the furnishing of services of procurement by the other party.

For the purpose of said Agreement, the parties nominate the following:

CITY OF OPELOUSAS

Julius Alsandor
Mayor
105 N. Main Street
Opelousas, LA 70570

ST. LANDRY PARISH LAW ENFORCEMENT

Bobby J. Guidroz
Sheriff of St. Landry Parish
P. O. Box 1020
Opelousas, LA 70571

Section 6. That it is found and determined that all formal actions of this Council concerning and relating to this legislation were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 7. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

A roll call vote was taken with the following results:

YEAS: Charles Cummings, Sherell Roberts, Chasity Davis, Marvin Richard, Milton Batiste III, and Floyd Ford.

NAYS: None.

ABSENT: None.

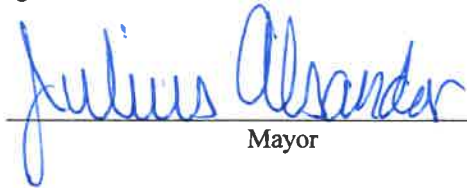
ABSTAINING: None.

THEREUPON, the above Resolution was declared adopted on this 10th day of August 2021.

ATTEST:



City Clerk



Mayor

CONSENT AGENDA

On a motion by Alderman Milton Batiste III and seconded by Alderman Marvin Richard, it was resolved to approve the following items: Approve the Police Chief's **recommendation of hire** for Keith A. Ollison as a Police Officer Recruit, effective 08/09/2021 with working test period to begin immediately upon completion of the six month formal training or completion of P.O.S.T. certification, whichever occurs first.

Approve the **Provisional Appointment** for Dola T. Sam as a Police Communications Officer, effective 08/09/2021. This appointment, if not terminated sooner, shall terminate on 11/09/2021 (3 months).

A roll call vote was taken with the following results:

YEAS: Charles Cummings, Chasity Davis, Marvin Richard, Milton Batiste III, and Floyd Ford.

NAYS: None.

ABSENT: Sherell Roberts (*stepped out*).

EXECUTIVE SESSION

Discussion by Attorney Michael Beckers regarding workers compensation litigation settlement for Darrell Wheeler.

- *Item deleted from agenda.*

There being nothing further to come before the Council, on a motion by Aldermen Marvin Richard and Charles Cummings, seconded by Alderwoman Sherell Roberts and unanimously carried, it was resolved that the meeting be adjourned. The meeting was adjourned at 9:31 p.m.

ATTEST:



CITY CLERK



MAYOR