

CITY OF OPELOUSAS  
OPELOUSAS, LOUISIANA  
REGULAR MEETING MINUTES  
NOVEMBER 9, 2021

The Council of the City of Opelousas, Parish of St. Landry, State of Louisiana, convened in a regular session on this 9<sup>th</sup> day of November 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, Charles Cummings, Sherell Roberts, and Chasity Davis. ABSENT: Floyd Ford.

A moment of silent meditation was observed. Rev. Carl Sonnier, pastor of St. Peter Baptist Church in Lafayette, Louisiana, led the prayer and Mr. Bill Rodier, retired 8-year Air Force Tech Sargent and current Executive Director of St. Landry Economic Development District (SLEDD), led the Pledge of Allegiance.

On a motion by Alderman Marvin Richard and seconded by Aldermen Milton Batiste III and Charles Cummings, it was resolved to APPROVE the Minutes of the Regular Meeting held 10/12/2021. A roll call vote was taken with the following results:

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

NAYS: None.

ABSENT: Floyd Ford.

On a motion by Alderman Milton Batiste III and seconded by Alderman Marvin Richard, it was resolved to APPROVE the following changes to the agenda:

- ❖ Under the CONSENT AGENDA Section,
  - Adding Item No. 21-A, “Accept the RETIREMENT of Permanent Police Lieutenant Jody E. White, effective 10/22/2021. Mr. White has no unused leave”.
  - Adding Item No. 21-B, “Approve the CONFIRMATION of Police Officer Khaedayajha S. Sylvester from Probational Police Officer to Permanent Police Officer, effective 11/14/2021”.
- ❖ Under the NEW BUSINESS Section,
  - Amending a portion of Item No. 14, “Grant Authority to advertise for a PUBLIC HEARING for consideration of CONDEMNATION/DEMOLITION OF THE FOLLOWING PROPERTY as follows: Deleting Item No. 14(a), Louella Jones Cleveland, 1026 Vidrine Street (Abandoned Wood Frame Structure)”.

A roll call vote was taken with the following results:

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

NAYS: None.

ABSENT: Floyd Ford.

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

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

NAYS: None.

ABSENT: Floyd Ford.

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

## ANNOUNCEMENTS

- COVID-19 Update from Opelousas General Health Systems (OGHS) representative. Mr. Tim Marks, chief population health and clinical integration officer from OGHS was present and gave a brief update: Currently across the state there are only 229 people in the hospital and 36 of those on ventilators—a huge reduction of where they were just two or three months ago. The vaccination rate is 48% - State, 43½% - Acadiana Region, and 45½% - St. Landry Parish. Currently, there are 3 COVID-positive patients in-house at OGHS; eighty-five percent of in-house COVID patients are not vaccinated. Mr. Marks encouraged everybody to continue to get vaccinated. He stated that there is only one OGHS employee out with COVID-related occurrences right now—a big improvement. OGHS is continuing to offer vaccines at the hospital in their Well Smart pharmacy at the main campus and three of their clinics. For more information, call or visit the hospital’s website or Facebook page. Should someone contract COVID, OGHS is currently offering monoclonal antibody therapies at the South campus and Infusion clinics for COVID treatment. Mr. Marks stated that they are still proceeding cautiously and still adhering to mitigation measures and CDC guidelines. OGHS has recently received several medical excellence in patient safety awards for 2021 provided by a national organization called Care Checks; top 100 in the nation for Orthopedic care; top 10% in the nation for Major Orthopedic Surgery, Neurological care, and Pulmonary care; top 10% in the State for Joint Replacement, Orthopedic care, and Sepsis care; they are also in line for some awards in 2022; Blue Cross has designated them as a Blue Distinction Center for knee and hip replacement—recognized as a center of excellence for providing the quality care, safe care, and best outcomes in patients having knee and hip replacements; recognized as Most Wired-Level A by the College of Healthcare and Information Management executives—a recognition for quality efforts using technology and analytics. OGHS has added several new specialists to their staff: Dr. Joseph Lamar – Pulmonology and Critical Care; Dr. Anupam Gupta – General Surgery; and Dr. Saurabh Singhal – Neurology.
- Presentation by Ms. Sharon Patterson. Ms. Patterson gave a presentation regarding the “We Got Power Tour” that emphasizes the “Black Voters Matter” and “United Ballot” campaigns to spread information about voting. In the Opelousas area, on Thursday, November 11, 2021 following a breakfast at Arpeggios, 214 N. Main Street, from 8:00 a.m. to 9:30 a.m., a bus caravan will be leaving from Arpeggios Restaurant at 9:30 a.m. to do community canvassing in the Opelousas area and then going to the Lafayette area to have similar lunch and caravan events.

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- Presentation by Ms. Lena Charles. Ms. Charles, Executive Director and Chairwoman of Opelousas Downtown Development District (ODDD), gave a brief update on the Master Plan project for the City. The plan was presented to the American Association of Planning and won an award in the small cities category. Ms. Charles stated that winning this award gives us position status as well as credibility when they apply and go after things. She stated that it is a big success when they are recognized.
- Discussion by Mr. Richard Lebouef regarding Solid Waste. Mr. Lebouef, Executive Director of the St. Landry Parish Solid Waste gave a brief presentation regarding the on the commission. He stated that before the pandemic started, probably back in September 2019, they came before the Council with a plan and he was here today to give an update on where the commission is headed. In the past 20 years, the St. Landry Parish Solid Waste District has dispersed over 13.5 million dollars in assets and road repair funds to the Parish Government and to the 12 municipalities within St. Landry Parish. This frequency will equate to what is currently being given in the rural areas of St. Landry Parish. As of September 10, 2019, out-of-parish waste is no longer being accepted in the landfills so the funds that were allocated to road repair are no longer available after that money is depleted. This was one of the initial factors that raised the concern for the St. Landry Solid Waste Commission to move to once-a-week parish-wide pick up including municipalities. Mr. Lebouef stated that there may be many questions and concerns and there have been a few misconceptions that have arisen. He shared some topics that should help explain and possibly clarify their decision to move forward for a cleaner St. Landry Parish:
  - Once weekly pickup parish-wide will provide less exposure to the roads so maintenance will be less.
  - General road conditions will not deteriorate as fast due to change in frequency of the collections.
  - Smaller trucks that weigh less will be utilized for the municipalities and for the narrow roads that the larger trucks are unable or unsafe to operate on.
  - Litter will be drastically reduced by the use of the new side and rear loaders.
  - Safer conditions when school is in session having our children exposed only half the time.
  - The safety and traffic aspect in general will improve drastically.
  - Municipal households having twice-a-week pickup have only 40% or less of the residents participate on the second waste pickup or they have missed the initial collection route date.
  - Over 80% of the municipal residents that do participate in both collections have less than half of the volume in that cart on either collection date.
  - An additional cart will be furnished to all of the citizens at no cost to the resident—a total of 2 carts will be issued at no cost.
  - If the resident requires more, they will be available for purchase from the contractor—we are trying to maintain the continuity of all the carts.
  - There will be increased collection efficiency with multiple trucks in the same area to compensate for any missed collections in case of breakdown or oversights.
  - All trucks will be equipped with GPS and video to allow the District to access and validate any infractions or accidents that may be presented and to speed their correction.
  - The Commission has its two recycling centers—one on West Landry in Opelousas and one on North CC Duson Road in Eunice.
  - There will two contractors now—one for residential waste and one for bulky waste, white goods, and vegetative debris.
  - Collections will be now be made in a grid format and on a call-in basis to help speed up this process.Mr. Lebouef stated that he is currently in the process of meeting with different agencies to address the citation, prosecution and penalty process for contributors of this ongoing litter problem throughout our city and throughout St. Landry Parish.
- Updates/Presentations by Mayor Julius Alsandor: No presentation.
- Reading of Public Comments/Questions, if any. No comments or questions were submitted online or by email.

## **REPORTS**

Committee Reports: General Services Committee.

### **GENERAL SERVICES COMMITTEE MINUTES**

Monday, November 8, 2021 @ 5:00 P.M.

*The General Services Committee was scheduled to meet on 11/08/2021 at 5:00 p.m. to discuss the following item:*

1. *Discuss possibility of hiring a contractor to assist with water leaks, roads, and the overall appearance of the streets.*

*The City Clerk called the roll as follows:*

*PRESENT: Chasity Davis, Chairwoman and Charles Cummings, Vice-Chairman.*

*ABSENT: Floyd Ford and Marvin Richard.*

*After the Clerk called the roll, Chairwoman Davis announced that there was not a quorum present to conduct business and that the meeting will have to be rescheduled for a later date. The meeting was adjourned at 5:06 p.m. Alderwoman Davis will reschedule for a date in December to be determined later. No action needed at this time.*

**Review Monthly Finances.** Mr. Stephen Woods gave a brief summary of the month end financial report. He re-emphasized the need to start meeting with all of the department heads including the Police Chief and Fire Chief to go over the finance report to let them know where we stand financially and to begin preparing for the upcoming audit. On a motion by Alderman Charles Cummings and seconded by Alderwoman Chasity Davis, 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:** Sherell Roberts, Chasity Davis, Marvin Richard, Milton Batiste III, and Charles Cummings.

**NAYS:** None.

**ABSENT:** Floyd Ford.

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

- (a) Belt Press at Wastewater Treatment Plant – Project has been completed. All of the approvals and permits necessary to haul the sludge to the landfill have been approved and the City is now hauling its sludge to the landfill which is the first step to get our Wastewater Plant back into better operating condition.

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- (b) Meter Replacement Project – Bids were received last Wednesday and the bids were in budget. The request to purchase the meters has been submitted to FP&C and the item is on the agenda for the City to award that contract.
- (c) Street Project – FP&C has concurred with the award of the contract with the proposed change order with the deletions to get it into budget. The engineer's office will be sending contracts to the successful contractor and once FP&C reviews it then they will be able to issue a notice to proceed. This project will possibly start after the first of the year.
- (d) Water System Improvements – They are able to receive some monies from FP&C for this project. Waiting on some railroad permits that they were having issues with on some of the permit applications that are being resolved now and as soon as those permits are issued then they will be submitted to FP&C for approval to issue notice to proceed with the work.
- (e) Sewer Pump Station Project – Community Development Block Grant funding. Those plans have been submitted to the Office of Community Development and the Department of Health and Hospitals. Waiting on the approval from the Department of Health and Hospital and a letter from the Office of Community Development authorizing us to go out and advertise for bids.

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

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

NAYS: None.

ABSENT: Floyd Ford.

City Attorney's Report. Attorney Travis Broussard stated that he had a resolution regarding Opioid Settlements that needed to be approved in connection proclamations introduced in 2019 regarding the Opioid Epidemic across the nation. The resolution will authorize participation in the future settlements:

On a motion by Alderwoman Sherell Roberts and seconded by Alderman Milton Batiste III, the following Resolution was offered for adoption:

RESOLUTION NO. 20 of 2021

A Resolution authorizing the City of Opelousas to join with the State of Louisiana and other local governmental units/subdivisions as a participant in the tentative *NATIONAL SETTLEMENTS* expressed in the *Distributor Settlement Agreement* and the *Janssen Settlement Agreement* (the "National Settlements")<sup>1</sup> and *LOUISIANA STATE-LOCAL GOVERNMENT OPIOID LITIGATION MEMORANDUM OF UNDERSTANDING* (the "Louisiana MOU"),<sup>2</sup> as well as any subsequent Formal Agreements necessary to implement the Louisiana MOU, including but not limited to, the Subdivision Settlement Participation Form(s)/Agreement(s) in Exhibit K of the *Distributor Settlement Agreement* and the *Janssen Settlement Agreement*.

WHEREAS, the City of Opelousas has suffered harm from the opioid epidemic;

WHEREAS, the City of Opelousas recognizes that the entire State of Louisiana has suffered harm as a result from the opioid epidemic;

WHEREAS, the State of Louisiana has a pending action in state court, and a number of Louisiana Parishes and Cities have also filed actions in state court or have been transferred to, or directly in, *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation").

WHEREAS, the City of Opelousas is a litigating subdivision and has a pending action in the Opioid Litigation;<sup>3</sup>

WHEREAS, the National Settlements with the "Big 3" Distributor Defendants<sup>4</sup> and Johnson & Johnson/Janssen Defendants<sup>5</sup> were publicly announced on or around July 22, 2021 in the Opioid Litigation;

WHEREAS, that State of Louisiana, through Attorney General Jeff Landry, has announced its intention to participate in the National Settlements, as well as its intention to be bound by the provisions of the Louisiana MOU;

WHEREAS, the State of Louisiana and private lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation;

WHEREAS, the Louisiana MOU sets a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Louisiana MOU will be entered into at a future date;

WHEREAS, participation in the National Settlements and Louisiana MOU by a large majority of Louisiana cities and parishes will maximize the amount of funds allocated for Louisiana under the National Settlements and should improve Louisiana's relative bargaining position during additional settlement negotiations;

WHEREAS, failure to participate in the National Settlements and Louisiana MOU will reduce funds available to the State, the City of Opelousas, and every other Louisiana City and Parish;

WHEREAS, the City of Opelousas's private attorneys from Neblett, Beard & Arsenault (and other co-counsel firms) have sufficiently explained the details of the National Settlements and Louisiana MOU to City of Opelousas, the City of Opelousas has had an opportunity to ask questions concerning same, and the City of Opelousas's private attorneys have satisfactorily answered those questions to the best of their ability and based on currently available information;

WHEREAS, the City of Opelousas's private attorneys from Neblett, Beard & Arsenault (and other co-counsel firms) firmly believe that the City of Opelousas's participation in the (1) National Settlements and (2) Louisiana MOU is in the City of Opelousas's best interest; and

WHEREAS, the City of Opelousas's private attorneys from Neblett, Beard & Arsenault (and other co-counsel firms) strongly recommend that the City of Opelousas participate in the National Settlements and Louisiana MOU, and agree to be bound by the terms thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF OPELOUSAS:

SECTION 1. That the City of Opelousas finds that participation in the National Settlements and Louisiana MOU is in the best interest of City of Opelousas and its citizens.

SECTION 2. That the City of Opelousas hereby expresses its support of a unified plan for the allocation of any funds and use of opioid settlement proceeds as generally described in the Louisiana MOU.

SECTION 3. That Neblett, Beard & Arsenault is hereby expressly authorized to execute the Louisiana MOU on the City of Opelousas's behalf.

SECTION 4. That Mayor Julius Alsandor is hereby authorized to execute any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Louisiana MOU and this Resolution,

<sup>1</sup> Currently available at <https://nationalopioidsettlement.com/wp-content/uploads/2021/09/Final-Distributor-Settlement-Agreement-9.18.21.pdf> and <https://nationalopioidsettlement.com/wp-content/uploads/2021/09/Janssen-7-30-21-updated-20210920.pdf>.

<sup>2</sup> Currently available at <https://nationalopioidsettlement.com/wp-content/uploads/2021/10/2021.10.21-MOU-Opioid-Litigation.pdf>.

<sup>3</sup> *City of Opelousas, Louisiana v. Purdue Pharma L.P., et al*, Case No. 1:19-op-45685-DAP (N.D. Ohio).

<sup>4</sup> The "Big 3" Distributor Defendants include McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation, including all of their subsidiaries, predecessors, successors, current officers, directors, employees, representatives, agents, affiliates, parents, and assigns acting on their behalf as defined by Paragraph HHH (page 8) and listed on Exhibit J to the *National Distributors Settlement Agreement*.

<sup>5</sup> The Johnson & Johnson/Janssen Defendants include Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc., including all of their subsidiaries, predecessors, successors, joint venturers, current officers, directors, employees, representatives, agents, affiliates, parents, and assigns as explained in Paragraph 60 (pages 8-9) of the *Janssen Settlement Agreement*.

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including but not limited to Subdivision Settlement Participation Form(s)/Agreement(s) in Exhibit K of the National *Distributor Settlement Agreement* and the *Janssen Settlement Agreement*.

SECTION 5. That the Clerk be and hereby is instructed to record this Resolution in the appropriate record book upon its adoption.

SECTION 6. The Clerk, or Neblett, Beard & Arsenault, is hereby directed to furnish a certified copy of this Resolution to the Louisiana Attorney General at:

Attorney General Jeff Landry  
c/o Bill Stiles  
Post Office Box 94005  
Baton Rouge, LA 70804

SECTION 7. This Resolution shall take effect immediately upon its adoption.

A roll call vote was taken with the following results:

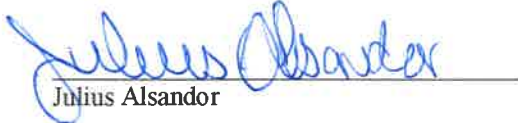
YEAS: Marvin Richard, Milton Batiste III, Charles Cummings, and Sherell Roberts.

NAYS: None.

ABSENT: Chasity Davis (*stepped out*) and Floyd Ford.

Adopted this 9<sup>th</sup> day of November, 2021.

**MAYOR:**

  
Julius Alsandor

**ATTEST:**

  
Leisa Anderson, City Clerk

On a motion by Alderman Milton Batiste III and seconded by Alderwoman Sherell Roberts, it was resolved to accept the City Attorney's Report as presented. A roll call vote was taken with the following results:

YEAS: Milton Batiste III, Charles Cummings, Sherell Roberts, and Marvin Richard.

NAYS: None.

ABSENT: Chasity Davis (*stepped out*) and Floyd Ford.

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**OLD BUSINESS**

Status update on CONSIDERATION OF CONDEMNATION/DEMOLITION OF THE FOLLOWING PROPERTY:

(a) Norma Jean Lewis Belton, Usufruct Samuel Lewis, Craig Belton, 614 Sherwood Street (Abandoned Brick Veneer House)

Mr. Craig Belton was not present. It was recommended that since the pending sale of the property had not gone through that the property be condemned for demolition. On a motion by Alderwoman Sherell Roberts and seconded by Alderwoman Chasity Davis, 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, and Milton Batiste III.

NAYS: None.

ABSENT: Floyd Ford.

Adopt a resolution amending and superseding Resolution No. 17 of 2021 regarding authority to waive a portion of permitting and inspection fees for the Crowne Parc Development.

RESOLUTION NO. 21 OF 2021

A RESOLUTION AMENDING AND SUPERSEDING RESOLUTION NO. 17 OF 2021 REGARDING AUTHORITY TO WAIVE A PORTION OF PERMITTING AND INSPECTION FEES FOR THE CROWNE PARC DEVELOPMENT

WHEREAS, on October 12, 2021, the governing authority of the City of Opelousas adopted Resolution No. 17 of 2021 authorizing the City of Opelousas to waive a portion of permitting and inspection fees for the Crowne Parc Development ("Crowne Parc") anticipated off Harry Guilbeau Road;

WHEREAS, since adoption of Resolution No. 17 of 2021, the anticipated developer of Crowne Parc, Stillwater Development, LLC (hereafter referred to, together with its successors and assigns (including any builder to whom lots are sold), collectively, "Developer"), has requested an amendment to Resolution No. 17 of 2021, and that this amended and restated resolution supersede Resolution No. 17 of 2021;

WHEREAS, Developer desires to rely on this amended resolution for the purpose of purchasing property and/or obtaining a credit facility etc. for Crowne Parc;

WHEREAS, for these reasons Developer desires to lock in its price for fees for the permitting and inspection of each home, and the City of Opelousas desires to memorialize those fees to help facilitate the development of Crowne Parc, and to facilitate a mutual understanding between Developer and the City of Opelousas related to the permitting and inspection fees;

WHEREAS, the City of Opelousas presently has under consideration an application to annex approximately seventy (70) acres into the city limits to provide for the development of Crowne Parc, which is projected to include private ownership of approximately 240 homes;

WHEREAS, of the projected 240 homes, Developer intends to submit approximately ten (10) different plans;

WHEREAS, Developer has requested the City to waive a portion of permitting and inspection fees associated with the construction of the homes on the property to be incorporated into the City of Opelousas;

WHEREAS, for new construction of homes in the City of Opelousas, the fees associated with permitting and inspection are assessed to builders pursuant to Ordinance No. 5 of 2015, which is attached hereto as Exhibit 1;

WHEREAS, of the fees shown on Exhibit 1 except for a plan review, the City of Opelousas retains only thirty percent (30%) of the fees, and the other seventy percent (70%) of such fees is paid by the City of Opelousas to third-party inspection companies and/or agents;

WHEREAS, for the plan review fee the City of Opelousas retains one hundred percent (100%) of the fee;

WHEREAS, Developer has requested the City of Opelousas to waive the entirety of the plan review fee, and also one hundred percent (100%) of its thirty percent (30%) share of the fees for permitting and inspection provided by Sections 5.5, 5.31, 8-7, and 21-13(a-d) of Exhibit 1;



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WHEREAS, the City of Opelousas acknowledges and agrees that the anticipated ten (10) plans to be submitted by Developer need only incur a plan review fee once, resulting in an anticipated fee for ten (10) homes, and not such a fee each time any given one of the previously reviewed plans (anticipated to be ten (10) plans) is to be used for construction in Crowne Parc;

WHEREAS, to further facilitate the development of Crowne Parc, the City of Opelousas negotiated, and the third-party inspection companies and/or agents agreed, to lower their fees on the inspection of each home in Crowne Parc to a fixed fee of THREE HUNDRED AND NO/100 DOLLARS (\$300.00) per home;

WHEREAS, according to the City's analysis, the revenues anticipated from the collection of sales taxes, property taxes, sewer fees, and water and sewer sales and services are substantially greater than the fees the City would normally collect on the permitting and inspection fees associated with construction of each house;

WHEREAS, the City projects to receive \$823.23 in revenues per home in the first twelve (12) months of construction alone;

WHEREAS, relying on the understanding that the anticipated revenues are greater than the approximate amount of the waiver, on the 9<sup>th</sup> day of November, 2021, Councilmember Marvin Richard offered the following motion:

(1) That Resolution No. 17 of 2021 be withdrawn in its entirety and given no legal effect, and that this Resolution supersede Resolution No. 17 of 2021 in its entirety;

(2) For each home constructed in Crowne Parc, that the City of Opelousas waive: (i) one hundred percent (100%) of the per house plan review fee, and (ii) thirty (30%) percent of permit, inspection and utility connection fees provided by Sections 5.5, 5.31, 8-7, and 21-13(a-d) of Exhibit 1, and that these amounts be determined pursuant to Exhibit 1 regardless whether such fees shall ever be increased or decreased by the governing authority after adoption of this Resolution;

(3) For each home constructed in Crowne Parc, that the City of Opelousas assess a maximum charge of SEVEN HUNDRED SIXTY FIVE AND NO/100 DOLLARS (\$765.00) for the water connection fee, including meter fees and deposit; and

(4) For each home constructed in Crowne Parc that the City of Opelousas assess a fixed amount of THREE HUNDRED AND NO/100 DOLLARS (\$300.00) for the permit, inspection and other utility connection fees, and any other fee required to obtain a residential building permit and/or certificate of occupancy;

WHEREAS, the Motion was duly seconded by Councilmember Charles Cummings and offered for adoption, and the following vote was recorded:

YEA: Sherell Roberts, Chasity Davis, Marvin Richard, Milton Batiste III, and Charles Cummings.

NAYS: None.

ABSENT: Floyd Ford.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Opelousas in legal session convened, that:

(1) Resolution No. 17 of 2021 is withdrawn in its entirety and given no legal effect, and this Resolution shall supersede Resolution No. 17 of 2021 in its entirety;

(2) For each home constructed in Crowne Parc, the City of Opelousas waives: (i) one hundred percent (100%) of the per house plan review fee, and (ii) thirty (30%) percent of permit, inspection and utility connection fees provided by Sections 5.5, 5.31, 8-7, and 21-13(a-d) of Exhibit 1;

(3) For purposes of calculating the amount of the waiver these amounts shall be determined pursuant to Exhibit 1 regardless whether such fees shall ever be increased or decreased by the governing authority after adoption of this Resolution;

(4) For each home constructed in Crowne Parc, the City of Opelousas shall assess a maximum charge of SEVEN HUNDRED SIXTY FIVE AND NO/100 DOLLARS (\$765.00) for the water connection fee, including meter fees and deposit;

(5) For each set of plans for home construction in Crowne Parc, the City of Opelousas will charge a plan review fee only for the first time a given set of plans is submitted by Developer and will not charge a plan review fee for any subsequent time a previously reviewed set of plan is to be used for construction in Crowne Parc; and

(6) For each home constructed in Crowne Parc, the City of Opelousas shall assess a fixed amount of THREE HUNDRED AND NO/100 DOLLARS (\$300.00) for the permit, inspection and other utility connection fees, and any other fee required to obtain a residential building permit and/or certificate of occupancy.

Opelousas, Louisiana this 9<sup>TH</sup> day of November, 2021.

Attest:



LEISA ANDERSON, CITY CLERK



JULIUS ALSANDOR, MAYOR

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**NEW BUSINESS**

Discuss request for PRELIMINARY PLAT APPROVAL AS SUBMITTED at Harry Guilbeau Road. Plat of survey prepared by Morgan Goudeau & Associates, dated October 4, 2021 (Crowne Parc Subdivision Phase I). Described as:

LOCATED IN SECTIONS 135 & 136, T6-S, R4-E & SECTION 155, T7-S, R4-E, CITY OF OPELOUSAS, ST. LANDRY PARISH, LOUISIANA.

The Planning Commission held a Public Hearing on 11/08/2021 and recommended approval of this item. On a motion by Alderman Charles Cummings and seconded by Alderman Marvin Richard, it was resolved to approve the request for

PRELIMINARY PLAT APPROVAL AS SUBMITTED at Harry Guilbeau Road. Plat of survey prepared by Morgan Goudeau & Associates, dated October 4, 2021 (Crowne Parc Subdivision Phase I). Described as:

LOCATED IN SECTIONS 135 & 136, T6-S, R4-E & SECTION 155, T7-S, R4-E, CITY OF OPELOUSAS, ST. LANDRY PARISH, LOUISIANA.

A roll call vote was taken with the following results:

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

NAYS: None.

ABSENT: Floyd Ford.

Grant authority to advertise for a PUBLIC HEARING FOR CONSIDERATION OF CONDEMNATION/DEMOLITION OF THE FOLLOWING PROPERTIES:

- (a) *Louella Jones Cleveland, 1026 Vidrine Street (Abandoned Wood Frame Structure) ~~ITEM DELETED~~*
- (b) *Suellen Vidrine Testamentary Trust T/S, 625 Wayne Street (Abandoned Wood Frame & Brick Veneer Structure)*
- (c) *Joseph Rufus Antoine Sr., C/O Pamela Simms, 623 Herman Street (Abandoned Wood Frame Structure)*
- (d) *Elton Young, (1/2 INT) ETALS, 1022 Harper Street (Burned Wood Frame House)*
- (e) *Yvonne Robins, (1/7 INT) ETALS, 933 Harper Street (Abandoned Wood Frame Structure)*

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On a motion by Alderman Milton Batiste III and seconded by Alderwoman Sherell Roberts, it was resolved to grant authority to advertise for a **PUBLIC HEARING FOR CONSIDERATION OF CONDEMNATION/DEMOLITION OF THE FOLLOWING PROPERTIES:**

- Suellen Vidrine Testamentary Trust T/S, 625 Wayne Street (Abandoned Wood Frame & Brick Veneer Structure)
- Joseph Rufus Antoine Sr., C/O Pamela Simms, 623 Herman Street (Abandoned Wood Frame Structure)
- Elton Young, (1/2 INT) ETALS, 1022 Harper Street (Burned Wood Frame House)
- Yvonne Robins, (1/7 INT) ETALS, 933 Harper Street (Abandoned Wood Frame Structure)

A roll call vote was taken with the following results:

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

NAYS: None.

ABSENT: Floyd Ford.

Grant Authority to advertise for bids for the following items in the Public Works Department: (a) Bulk Lime and (b) Concrete. On a motion by Alderman Milton Batiste III and seconded by Alderwoman Sherell Roberts, it was resolved to grant authority to advertise for bids for the following items in the Public Works Department: (a) Bulk Lime and (b) Concrete. A roll call vote was taken with the following results:

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

NAYS: None.

ABSENT: Floyd Ford.

Approve Cooperative Endeavor Agreement with St. Landry Parish School Board for provision of school resource officers. The Cooperative Endeavor Agreement was submitted for approval by the City Attorney. Several questions were raised regarding the specifics of the agreement as it relates to who the officers would be working for and who would be paying for their benefits and taxes.

**COOPERATIVE ENDEAVOR AGREEMENT**

**BETWEEN THE CITY OF OPELOUSAS AND THE ST. LANDRY PARISH SCHOOL BOARD**

This agreement ("Agreement") is made and entered into, in two original copies, on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date"), by and between The City of Opelousas, acting by and through Martin McLendon in his official capacity as Chief of Police for the City of Opelousas ("City") and the St. Landry Parish School Board ("School Board"), who are both duly authorized to act herein and who declare as follows:

**RECITALS**

**WHEREAS**, Article VII, Section 14(c) of the Louisiana Constitution of 1974 states, "For a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual"; and

**WHEREAS**, the City and the School Board desire to enter into this Agreement, which is and shall constitute an inter-governmental cooperative endeavor agreement as contemplated by Article VII, Section 14 of the Constitution; and

**WHEREAS**, it is the intention of the City and School Board to provide security for students, teachers, visitors, and employees while at schools located within the City of Opelousas, by providing POST certified officers as School Resource Officers ("SROs") for the schools located within the City of Opelousas; and

**WHEREAS**, the School Board has agreed to reimburse the City certain costs related to the training, equipment, salaries, benefits, and expenses of the SROs as detailed in this Agreement; and

**WHEREAS**, the City and School Board agree that it is advantageous to the citizens of Opelousas, for their governmental entities to save tax dollars by finding the most efficient way to improve law enforcement efforts and improve school safety.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the City and the School Board agree as follows:

**ARTICLE 1**

**PURPOSE**

1.1 The purpose of this Agreement is to enhance security for students, teachers, visitors, and employees, while on the campus of schools located within the City of Opelousas.

**ARTICLE 2**

**SERVICES PROVIDED BY CITY**

2.1 **Officers.** The City will provide to the School Board a commissioned, POST certified officer, who will serve as SRO and provide security primarily at the School Board's Center for Academic Program ("CAPS"), but also at other schools located within the City of Opelousas (collectively the "school"). The SRO shall be present at the school during the hours when school is in session. If requested by the School Board, the SRO shall also be present at any extracurricular activity of the school. Such extracurricular activities include, but are not limited to, athletic events, graduation, ceremonies, open houses, performances, etc. Any SRO assigned to provide security to a school or event shall be uniformed and shall be fully equipped in the same manner as a patrol officer. It shall be within the sole discretion of the Chief of Police to determine which SRO will be assigned to the school on any given date or time, however, the City will endeavor to assign a single individual so as to maintain consistency. Upon the retirement, separation, or unavailability for duty of any SRO, the City shall immediately assign another officer as a SRO to provide security at the school. The compensation provided to any SRO providing security under this Agreement shall be paid by the City. The City agrees to accept the monthly rate identified in Section 10.1 of this Agreement as compensation for all costs incurred in employing the SRO.

2.2 **Equipment.** Any SRO assigned to provide security to the school shall be fully equipped with such equipment as is issued to every Opelousas City police officer. All equipment issued to a SRO shall be provided, paid for, and the property of the City. The City agrees to accept the monthly rate identified in Section 10.1 of this Agreement as compensation for the costs incurred in equipping the SRO.

2.3 **Vehicles.** Each SRO shall be provided with a fully equipped and marked patrol unit. All vehicles assigned to a SRO shall be provided and paid for by the City. The City agrees to accept the monthly rate identified in Section 10.1 of this Agreement as compensation for the costs incurred in providing vehicles to the SRO. It shall be within the sole discretion of the Chief of Police to determine which marked vehicle in his fleet will be assigned to a SRO.

**ARTICLE 3**

**TRAINING**

3.1 The City will provide the SRO with the same training that is provided to all other officers of the City. Additionally, the City will further arrange for the SRO to receive specialized training as an SRO in accordance with La. R.S. 17:416.19. The City agrees to accept the monthly rate identified in Section 10.1 of this Agreement as compensation for the costs incurred in training the SRO.

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**ARTICLE 4  
SUPERVISION**

4.1 It is understood and agreed that the SRO will be, and at all times remain, an officer and employee of the Opelousas City Police Department and will receive his/her instructions and commands from the City. Discipline of any SRO will be conducted in accordance with the Opelousas City Police Department's Rules and Regulations. Internal Affairs investigations of any complaints against any SRO will be conducted by the City. The SRO shall at all times be and remain subject to the policies and procedures of the City, and shall be subject to the command structure established by the City and Chief of Police.

**ARTICLE 5  
INDEMNIFICATION**

5.1 Throughout the term of this Agreement, the SRO shall remain an employee of the City. City and School Board agree to indemnify, defend, and hold each other harmless from and against any and all losses, damages, judgments, expenses or other liabilities whatsoever, including, but not limited to judgment value, interest, attorneys fees, court costs and related costs of defense, arising out of or in any way connected with claims for personal injury, death, property damage, or contractual liability, that may be asserted against City or School Board respectively, by any party or parties and which arise or allegedly arise out of the fault or negligence of their own employees, agents, or representatives. In other words, it is the specific intent of City and School Board to insulate each other from any and all liability which arises out of the conduct of their own employees, agents, and representatives so that City will be protected from liability or damages caused or allegedly caused by School Board employees, agents or representatives and School Board will likewise be protected from liability or damages caused or allegedly caused by City's employees, agents, or representatives. It is further understood that City and School Board agree to indemnify and hold each other harmless from or against any and all liability for injury, damage, or loss occasioned to or sustained by any person or persons arising from or related to this Agreement which results from the fault or negligence of the indemnifying party, their employees, or agents.

**ARTICLE 6  
WORKERS COMPENSATION AND UNEMPLOYMENT COMPENSATION**

6.1 For the duration of this Agreement, the SRO will remain an employee of the City. No SRO shall be considered an employee of the School Board for any purpose of liability, compensation, wages, benefits, or coverage as provided by the workers compensation laws of the State of Louisiana.

**ARTICLE 7  
ASSIGNMENT**

7.1 The parties herein shall not assign any interest in this Agreement and shall not transfer any interests without the prior written consent of the other party.

**ARTICLE 8  
COMPLIANCE WITH LAWS**

8.1 City and School Board, as well as their employees, shall comply with all applicable federal, state, and local laws and ordinances applicable to them in the performance of their duties required under this Agreement.

**ARTICLE 9  
SEVERABILITY**

9.1 In the event any one or more of the provisions of this Agreement are, for any reason, held to be invalid, illegal, or unenforceable in any respect, then such invalid, illegal or unenforceable provision shall be severed and read out of this Agreement and shall not affect any other provision herein. In such case, this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in the Agreement.

**ARTICLE 10  
PAYMENT**

10.1 **Payment.** As reimbursement for the costs of the SRO provided for herein, the School Board shall pay the City the amount of \$30,000.00 per year. The total annual reimbursement amount shall be paid in twelve (12) equal monthly installments of \$2,500.00 each. The payments provided for in this paragraph shall be in consideration of the services provided by the City under the terms of this Agreement and shall be used by the City to offset the costs incurred in supplying an SRO to the School Board. Under no set of circumstances will the School Board be responsible for the payment of any amount in excess of \$30,000.00 per year, unless agreed to in writing.

10.2 **Invoice.** Beginning on December 1, 2021, the City will send an invoice to the School Board for payment of the \$2,500.00 monthly amount. The School Board agrees to pay the invoice within fifteen days of its receipt. The City will, thereafter, around the first of each month, send a monthly invoice to the School Board in the amount of \$2,500.00. The School Board will pay such invoice within fifteen days of its receipt.

**ARTICLE 11  
TERM OF AGREEMENT**

11.1 **Term.** This Agreement shall be indefinite and extend in perpetuity until the Agreement is concluded in accordance with the terms of this Agreement.

11.2 **Termination.** Either party may terminate this Agreement, at any time and for any reason, upon ninety (90) days written notice to the other party. The written notice required by this section shall be delivered to the then-presiding President of the School Board or to the Chief of Police for the City of Opelousas, at their principal place of business. In the event the Agreement is terminated, the School Board shall not be responsible or liable for any further monthly payment to the City after the date of termination.

11.3 **Mutual Dissolution.** Upon agreement of the parties, the Parties may mutually agree in writing to end their obligations and conclude this Agreement. The School Board shall not be responsible or liable for the payment of any funds after the date of the conclusion of the Agreement.

**ARTICLE 12  
MISC. PROVISIONS**

12.1 **Captions.** The captions to the various articles of this Agreement are for information purposes only and shall not alter the substance of the terms and conditions of this Agreement.

12.2 **Amendments.** No amendment to this Agreement shall be effective unless it is in writing and signed by the duly authorized representatives of the City and School Board, which shall be the then-current Chief of Police and the then-current President of the St. Landry Parish School Board.

12.3 **Survival.** After the termination or expiration of this Agreement, the terms and provisions regarding indemnification and cooperation shall survive.

12.4 **Waiver.** No waiver of any right or provision in favor of any party in a particular situation shall be construed to be or shall constitute a waiver of that right or provision, or any other right or provision in any subsequent instance, regardless of whether the situations are identical.

12.5 **Construction.** This Agreement supersedes all prior negotiations, representations or agreements. This Agreement constitutes the entire agreement between the parties and their complete understanding of the terms of the Agreement.

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12.6 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. The parties hereto agree that any actions or proceedings in any way arising out of or related to this Agreement shall be litigated only in the 27th Judicial District Court for the Parish of St. Landry.

12.7 **Interpretation.** No provision of this Agreement shall be interpreted against another on the basis that such provision was supplied by a particular party. It is agreed that both parties participated equally in the drafting of this Agreement.

12.8 **Binding on Successors:** This Agreement shall be binding on the School Board and City, regardless of the future identity of the individuals holding the elected offices of these entities.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the day and year first written above.

**THUS DONE AND SIGNED**, in Opelousas, Louisiana, Parish of St. Landry, on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

On a motion by Alderman Milton Batiste III and seconded by Alderman Charles Cummings, it was resolved to approve the Cooperative Endeavor Agreement with St. Landry Parish School Board for provision of school resource officers pending clarification of the previously questioned specifics. A roll call vote was taken with the following results:

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

NAYS: None.

ABSENT: Floyd Ford.

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**INTRODUCTION OF ORDINANCES**

**INTRODUCTION OF AN ORDINANCE AMENDING ORDINANCE NUMBER 4 OF 1998 FOR THE PURPOSE OF INCORPORATING INTO THE CORPORATE LIMITS OF THE CITY OF OPELOUSAS CERTAIN PROPERTY AND CHANGING THE BOUNDARIES OF THE CITY (Cypress Lakes, LLC).**

**ORDINANCE**

**AN ORDINANCE AMENDING ORDINANCE NUMBER 4 OF 1998 FOR THE PURPOSE OF INCORPORATING INTO THE CORPORATE LIMITS OF THE CITY OF OPELOUSAS CERTAIN PROPERTY AND CHANGING THE BOUNDARIES OF THE CITY (Cypress Lakes, LLC)**

WHEREAS, Cypress Lakes, LLC owns certain property as further described below, and said property is currently situated outside the corporate limits of the City of Opelousas (the "City");

WHEREAS, Cypress Lakes, LLC has petitioned the governing authority of the City to annex this property into the corporate limits of the City;

WHEREAS, the City is willing to incorporate the property owned by Cypress Lakes, LLC and has contemplated and prepared this Ordinance for the purpose of incorporating the property;

WHEREAS, this Ordinance was introduced by councilmember Charles Cummings on the 9<sup>th</sup> day of November, 2021, in legal session convened;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Opelousas in legal session convened, that the boundaries of the corporate limits of the City of Opelousas shall be amended to incorporate within the limits of the City the following described property to wit:

**TRACT A**

One (1) certain tract or parcel of ground designated as "Tract A", together with all improvements thereon, situated in the Parish of St. Landry, State of Louisiana, located in Sections 136 & 155, T-7-S, R-4-E, Southwest Land District, said parcel having such bearings and dimensions more particularly shown on Map by David L. Patterson, P.L.S., dated February 3, 2021, entitled "Map Showing Combination of 1.577 Ac. Tract, 2 Ac. Tract, Tract 2 & Cypress Lakes, LLC Tract Into Tracts A & B, Located in Sections 136, 137, 154 & 155, T-7-S, R-4-E, Southwest Land District, St. Landry Parish, Louisiana for Love's Travel Stops & Country Stores, Inc. as follows:

Commence at a point and corner at the intersection of the property line common to Tract 1 and Tract A with the easterly right-of-way of the Interstate 49 Frontage Road, marked by a 1/2" iron rod, said point also being the Point of Beginning;

Thence, departing the easterly right-of-way of the Interstate 49 Frontage Road, S 81°14'44" E a distance of 88.35 feet to a point and corner; thence, S 81°14'46" E a distance of 206.68 feet to a point and corner; thence, S 81°14'50" E a distance of 138.14 feet to a point and corner; thence, S 07°10'53" W a distance of 78.39 feet to a point and corner; thence, S 00°07'25" W a distance of 151.88 feet to a point and corner; thence, S 14°52'42" W a distance of 67.06 feet to a point and corner; thence, S 21°27'25" W a distance of 150.23 feet to a point and corner; thence, S 31°47'42" W a distance of 41.63 feet to a point and corner; thence, S 14°40'45" W a distance of 23.43 feet to a point and corner; thence, S 18°01'41" W a distance of 101.38 feet to a point and corner; thence, S 32°33'20" W a distance of 188.69 feet to a point and corner; thence, S 21°43'23" W a distance of 110.81 feet to a point and corner; thence, N 81°15'05" W a distance of 232.76 feet to a point and corner; thence, N 81°15'05" W a distance of 468.45 feet to a point and corner, said point being on the easterly right-of-way of the Interstate 49 Frontage Road; thence, along said right-of-way, N 35°47'52" E a distance of 536.26 feet to a point and corner; thence, N 35°05'30" E a distance of 41.32 feet to a point and corner; thence, N 35°46'31" E a distance of 373.22 feet to a point and corner; thence, along the arc of a curve to the left having a radius of 150.00 feet, an arc length of 133.53 feet and a chord which bears N 10°16'32" E a distance of 129.17 feet to the Point of Beginning, said parcel containing 12.983 acres (565,530 sq. ft.).

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**BIDS**

Accept Bids for Water Meters, FP&C Project No. 50-MM6-18-01, MGA Project W#300, submitted by Badger Meter, Inc., in the amount of \$1,989,771.48, subject to FP&C approval. Pursuant to an advertisement in the *Daily World* for Bids for Water Meters, FP&C Project No. 50-MM6-18-01, MGA Project W#300, one bid (1) was received by the City Engineer and the City Clerk on 11/03/2021:

**BID TABULATION**

**WATER METERS FOR THE CITY OF OPELOUSAS**

MORGAN GOUDEAU & ASSOCIATES, INC.  
CONSULTING ENGINEERS  
1703 WEST LANDRY STREET  
OPELOUSAS, LOUISIANA 70570

MGA PROJECT W#300  
FP&C PROJECT NO. 50-MM6-18-01  
BIDS RECEIVED:  
WEDNESDAY, NOVEMBER 3, 2021 @ 1:00 P.M.

BIDDERS	LICENSE NO.	BID BOND INCLUDED	BASE BID*
Badger Meter	N/A	YES	\$ 1,989,771.48
Hemphill Construction Company, Inc.	6323	N/A	NO BID

\*Certified by William H. Jarrell III, Project Engineer, as a true and correct summary of bids received.



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On a motion by Alderwoman Sherell Roberts and seconded by Alderman Marvin Richard, it was resolved to accept the bid received and the award contract for Water Meters, FP&C Project No. 50-MM6-18-01, MGA Project W#300, submitted by Badger Meter, Inc., in the amount of \$1,989,771.48, subject to FP&C approval. A roll call vote was taken with the following results:

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

NAYS: None.

ABSENT: Floyd Ford.

Accept Bids for Sewer Pump Parts (*project was re-bid*) - (Bid #05A-21). Pursuant to an advertisement in the Daily World for Bids for Sewer Pump Parts (Bid #05A-21), no bids were received. It was recommended that since this was the second bid request on this item with no bids being received again that the City extend the contract with the current vendor until further notice. No opposition from the Council.

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**CONSENT AGENDA**

On a motion by Alderwoman Sherell Roberts and seconded by Alderman Milton Batiste III, it was resolved to approve the following items:

- Accept the RESIGNATION of Permanent Police Officer First Class Bill L. Ortego, effective 10/11/2021, and approve payment in the amount of \$6,914.40 for 344 hours of unused annual leave.
- Accept the RESIGNATION of Police Officer Recruit Samuel D. Tezeno, effective 10/23/2021.
- Accept the RETIREMENT of Permanent Police Lieutenant Jody E. White, effective 10/22/2021. Mr. White has no unused leave.
- Approve the CONFIRMATION of Police Officer Khaedayajha S. Sylvester from Probational Police Officer to Permanent Police Officer, effective 11/14/2021.

A roll call vote was taken with the following results:

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

NAYS: None.

ABSENT: Floyd Ford.

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**EXECUTIVE SESSION**

On a motion by Alderman Milton Batiste III, seconded by Alderwomen Chasity Davis and Sherell Roberts and unanimously carried, it was resolved to go into Executive Session at 6:50 p.m. to discuss the following matter:

- ***Litigation update in the matter Delanna Washington v. City of Opelousas, suit no. 15-C-0876-A, 27<sup>th</sup> Judicial District Court, St. Landry Parish, Louisiana.***

On a motion by Alderman Milton Batiste III and seconded by Alderman Charles Cummings, it was resolved to return to Regular Session at 7:43 p.m. A roll call vote was taken with the following results:

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

NAYS: None.

ABSENT: Floyd Ford.

The following actions were taken regarding this item:

- ***Litigation update in the matter Delanna Washington v. City of Opelousas, suit no. 15-C-0876-A, 27<sup>th</sup> Judicial District Court, St. Landry Parish, Louisiana.***

On a motion by Alderman Milton Batiste III and seconded by Alderman Charles Cummings, it was resolved to review the litigation at next month's meeting. A roll call vote was taken with the following results:

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


NAYS: None.

ABSENT: Floyd Ford.

There being nothing further to come before the Council, on a motion by Alderwoman Sherell Roberts, seconded by Alderman Milton Batiste III and unanimously carried, it was resolved that the meeting be adjourned. The meeting was adjourned at 7:44 p.m.

ATTEST:

  
CITY CLERK

  
MAYOR