

CITY OF CROWLEY
REGULAR MEETING
NOVEMBER 14TH, 2017

The Mayor and Board of Aldermen of the City of Crowley, Louisiana, the governing authority of the City of Crowley, met in a regular session at 6:00 p.m. Tuesday the 14th day of November 2017 at the regular meeting place of said Mayor and Board of Aldermen, the Council Chambers, 426 North Avenue F, Crowley, Louisiana.

Mayor Greg A. Jones presided with the following Aldermen present: J. Elliot Doré, Jeff Doré, Lyle Fogleman, Jr., Tim Monceaux, Steven Premeaux, Bryan Borill and Vernon Martin. Alderwomen Kitty Valdetero and Ezora J. Proctor were absent

Alderman Vernon Martin led the Pledge of Allegiance to the flag. Alderman Jeff Doré gave the invocation.

PUBLIC HEARING:

City Attorney, Thomas Regan opened the public hearing on proposed ordinance no. 1489, the ordinance was read by title as follows:

AN ORDINANCE PURSUANT TO LA. R.S. 33:4401, ET SEQ, THIS MUNICIPALITY'S POLICE POWERS AND IN ORDER TO PROTECT THE HEALTH, SAFETY AND WELFARE OF THE PUBLIC, GRANTING A NON-EXCLUSIVE FRANCHISE, THE RIGHT AND PRIVILEGE TO SOUTHWEST LOUISIANA ELECTRIC MEMBERSHIP CORPORATION ("SLEMCO"), ITS SUCCESSORS AND ASSIGNS FOR A PERIOD OF TEN (10) YEARS BEGINNING JANUARY 1, 2018, OF CONSTRUCTING, ERECTING, MAINTAINING AND OPERATING ELECTRICAL UTILITY TRANSMISSION AND DISTRIBUTION FACILITIES AND SYSTEMS IN, THROUGH, OVER AND ACROSS, UNDER AND ON THE STREETS, LANES, ALLEYWAYS, HIGHWAYS, PUBLIC ROADS AND OTHER PUBLIC PLACES IN THE CITY OF CROWLEY, LOUISIANA (THE "MUNICIPALITY") SUBJECT ONLY TO THE 300 FOOT RULE OF THE LOUISIANA PUBLIC SERVICE COMMISSION FOR THE PRIVILEGE OF SELLING, SERVICING, HANDLING AND DISTRIBUTING ELECTRICITY AND ELECTRIC ENERGY WITHIN THE MUNICIPALITY; FIXING THE TERMS, DEFINITIONS, CONSIDERATIONS AND LIMITATIONS THEREOF AND PROVIDING FOR THE PAYMENT BY SOUTHWEST LOUISIANA ELECTRIC MEMBERSHIP CORPORATION, ITS SUCCESSORS AND ASSIGNS OF A SUM EQUAL TO FOUR (4%) PERCENT OF THE AMOUNT RECEIVED BY SAID COMPANY FROM THE SALE AND DELIVERY OF ELECTRICAL ENERGY AT RETAIL FOR RESIDENTIAL AND COMMERCIAL PURPOSES BILLED FOR SERVICE WITHIN THE CORPORATE LIMITS OF SAID MUNICIPALITY, AS SAME MAY NOW OR MAY HEREAFTER LAWFULLY EXIST; TO AUTHORIZE THE EXECUTION OF A STREET LIGHTING AGREEMENT TO PROVIDE FOR THE FURNISHING, INSTALLATION AND OPERATION OF STREET LIGHTING AND THE CHARGES THERFOR; TO PROVIDE FOR THE PROVISIONS THEREOF TO BE SEVERABLE; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT THERETO OR IN CONFLICT THEREWITH; AND TO PROVIDE FOR ALL OTHER MATTERS RELATIVE OR PERTAINING THERETO.

Thomas Regan asked for proponents to the proposed ordinance no. 1489. A third and final call was made with no one coming forward to speak. The call for opponents of

the proposed ordinance no. 1489 was made and there were no comments after the third and final call. The public hearing on ordinance no. 1489 was closed.

PRESENTATION:

Mayor Jones proclaimed the following:

Proclamation

WHEREAS, Janet Kneeland began her career with the Crowley Police Department on August 16, 1981, spending 36 years, 2 months and 13 days as a law enforcement officer in the City of Crowley, Louisiana; and

WHEREAS, Officer Kneeland successfully completed and was selected to the position of Communications Officer; rising to the ranks of Corporal, Sergeant, Lieutenant and Captain. She also served as Detective, DARE Officer, Juvenile Officer, Civil Service Representative and Chief of Detectives; and

WHEREAS, Captain Janet Kneeland rose through the ranks to become one of the first female Patrol Officers of the Department, also becoming the first African-American Female Captain in Crowley History; and

WHEREAS, Captain Kneeland has been recognized with numerous awards and commendations for her exemplary professional performance and was instrumental in the investigation and subsequent arrest of many homicides in our area, and

WHEREAS, Captain Janet Kneeland always demonstrated a “follow me” leadership style, never asking of the staff what she wasn’t willing to do herself; and

WHEREAS, Captain Kneeland improved her knowledge as an officer by continuously and successfully completing countless hours of certifications and trainings locally, statewide and federally, including National Amber Alert training in Honolulu, Hawaii; and

WHEREAS, Captain Janet Kneeland took an oath when she was hired to, “Protect and Serve the Constitution,” an oath she never broke; and

WHEREAS, Captain Kneeland kept faith with the public she so honorably served for more than 36 years; and

WHEREAS, Captain Janet Kneeland has become a city-wide leader not only in the police department, but her community and church as well.

NOW, THEREFORE, I, Greg A. Jones, Mayor of the City of Crowley, Louisiana proclaim
Tuesday, November 14, 2017 as

Captain Janet Kneeland Day

in the City of Crowley, and on behalf of the Board of Aldermen and citizens we serve, do hereby congratulate Captain Janet Kneeland on the occasion of her honorable retirement, October 29, 2017. We convey our appreciation for your leadership having served in the capacity of law enforcement and extend best wishes for many years of health and happiness in the years to come.

IN WITNESS WHEREOF, I have hereunto set my hand officially and caused to be affixed the Great Seal of the City of Crowley this the 14th day of November 2017.

Greg A. Jones, Mayor
City of Crowley, Louisiana

READING & APPROVAL OF MINUTES / BILLS:

Alderman Vernon Martin moved to dispense with the reading of the minutes of the October 10th, 2017 regular council meeting and approve them as written and distributed. Seconded by Alderman Jeff Doré and duly adopted.

Alderman Lyle Fogleman moved to approve all bills presented for payment. Seconded by Alderman Vernon Martin and duly adopted.

MAYOR'S REPORTS:

Mayor Jones presented the Sales Tax chart and User Fee chart that track the collection trend.

Mayor Jones presented the monthly budget-to-actual comparisons that report the spending of major funds.

STANDING COMMITTEE REPORTS:
UTILITY COMMITTEE:

Chairperson – Alderman Vernon Martin
Vice-Chairperson – Alderwoman Kitty Valdetero
Members – Aldermen J. Elliot Doré, Jeff Doré, and Lyle Fogleman, Jr.

A motion was offered by Alderman Vernon Martin and seconded by Alderman Elliot Doré to approve Partial Payment Estimate No. 11 to Cecil Perry Improvements, LLC in the amount of \$160,191.91 for the “Restoration of the Rock Filter at the Waste Water Treatment Facility”. Motion carried.

A motion was offered by Alderman Vernon Martin and seconded by Alderman Elliot Doré to approve Change Order No. 1 in the estimated amount of \$408,475 and an additional 45 days to the contract with Cecil Perry Improvements, LLC for “Restoration of the Rock Filter at the Waste Water Treatment Facility”. Motion carried.

PUBLIC SAFETY COMMITTEE:

Chairperson – Alderman Lyle Fogleman, Jr.
Vice-Chairperson – Alderman Bryan Borill
Members – Aldermen Vernon Martin, Tim Monceaux and Steven Premeaux

A motion was offered by Alderman Lyle Fogleman and seconded by Alderman Tim Monceaux to approve to approve the following 2018 beer and liquor license renewals:

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| 1. Damian Joseph
A & J Convenience Store
803 West Hutchinson Avenue | 2018 Class B Retail Package Beer Permit
2018 Class B Retail Package Liquor Permit |
| 2. Acadia Parish Police Jury
159 Cherokee Drive | 2018 Class A Retail Outlet Beer Permit |
| 3. Naser Farhud
Alliance Raceway, Inc.
2435 North Parkerson Avenue | 2018 Class B Retail Package Beer Permit
2018 Class B Retail Package Liquor Permit |
| 4. Carolyn Deveaux
American Legion Post 506
628 West Third Street | 2018 Class A Retail Outlet Beer Permit
2018 Class A Retail Outlet Liquor Permit |

5. Randy J. Nickel
Bayou Bend Golf Club
427 Hoyt Avenue
2018 Class A Retail Outlet Beer Permit
2018 Class A Retail Outlet Liquor Permit
6. 4 Bells Inc.
Bell's Sports Bar
731 B Oddfellows Road
2018 Class A Retail Outlet Beer Permit
7. Dardean H. Cook
Cajun Mart
109 South Eastern Avenue
2018 Class B Retail Package Beer Permit
2018 Class B Retail Package Liquor Permit
8. Dardean H. Cook
Cajun Mart Deli
815 Hargrave
2018 Class A Retail Outlet Beer Permit
9. John Dan Gielen
Chevron Food Mart #20
2600 North Parkerson
2018 Class B Retail Package Beer Permit
2018 Class B Retail Package Liquor Permit
10. Brinker Louisiana, Inc.
Chilli's Grill & Bar
827 Odd Fellows Road
2018 Class A Retail Outlet Beer Permit
2018 Class A Retail Outlet Liquor Permit
11. Wen Zhou
China Dragon One, Inc.
1703 North Parkerson
2018 Class A Retail Outlet Beer Permit
12. Benjamin Mitchell
Confit Catering Company
422 North Parkerson Avenue
2018 Class A Retail Outlet Beer Permit
2018 Class A Retail Outlet Liquor Permit
13. Evan Smith
Corner Store #378
1764 North Parkerson Avenue
2018 Class B Retail Package Beer Permit
2018 Class B Retail Package Liquor Permit
14. Tyler Robichaux
Crawfish Nest & Market
805 West 2nd Street
2018 Class B Retail Package Beer Permit
2018 Class B Retail Package Liquor Permit
15. Riverbend Truckstops & Palace Casinos, Inc.
Crowley Casino
9002 S Hwy 13
2018 Class A Retail Outlet Beer Permit
2018 Class A Retail Outlet Liquor Permit
16. Crowley Town Club
625 Crowley-Rayne Hwy
2018 Class A Retail Outlet Beer Permit
2018 Class A Retail Outlet Liquor Permit
17. 4 Bells Inc.
E Crowley I-10 Chevron
731 Oddfellows Road
2018 Class A Retail Outlet Beer Permit
2018 Class A Retail Outlet Liquor Permit
18. 4 Bells Inc.
E Crowley I-10 Chevron Daiquiri Shop
731A Oddfellows Road
2018 Class A Retail Outlet Beer Permit
2018 Class A Retail Outlet Liquor Permit
19. Ricky Cuccio
Cuccio's Food Mart
1125 North Avenue G
2018 Class B Retail Package Liquor Permit
20. Alfred Cortes
El Dorado Mexican Restaurant
2307 North Parkerson Avenue
2018 Class A Retail Outlet Liquor Permit
2018 Class A Retail Outlet Beer Permit
21. Samir M. Abdulla
Fat Boy, Inc.
324 West Second Street
2018 Class B Retail Package Beer Permit
2018 Class B Retail Package Liquor Permit
22. Winford Bordes
Fezzo's
2111 Rice Capital Parkway
2018 Class A Retail Outlet Liquor Permit
2018 Class A Retail Outlet Beer Permit
23. Suzette Credeur
Geaux Cup
19033 Crowley-Eunice Hwy
2018 Class A Retail Outlet Beer Permit
2018 Class A Retail Outlet Liquor Permit
24. Ismet Hoscha
Govani's Italian Restaurant
200 Fairway Drive
2018 Class A Retail Outlet Beer Permit
2018 Class A Retail Outlet Liquor Permit

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| 25. Rebecca Guidry
Guidry's Package Liquor
201 Ross Avenue | 2018 Class A Retail Outlet Beer Permit
2018 Class A Retail Outlet Liquor Permit |
| 26. Abdulranan Ahmed
K & L Grocery
1510 West Hutchinson Avenue | 2018 Class B Retail Package Beer Permit
2018 Class B Retail Package Liquor Permit |
| 27. Jennifer Krueger
Korkys Food Mart
1122 North Western | 2018 Class B Retail Package Beer Permit
2018 Class B Retail Package Liquor Permit |
| 28. David Bulloch
LA C-Store Management Associates, LLC
9002 South Highway 13 | 2018 Class B Retail Package Beer Permit
2018 Class B Retail Package Liquor Permit |
| 29. Richard Retail Investment, Inc.
LaGrange Food Mart
620 South Eastern Avenue | 2018 Class B Retail Package Beer Permit
2018 Class B Retail Package Liquor Permit |
| 30. Burnell Martin
Martin's Tavern
102 North Avenue F | 2018 Class A Retail Outlet Beer Permit
2018 Class A Retail Outlet Liquor Permit |
| 31. America's Pizza Company
Pizza Hut #12247
1900 North Parkerson Avenue | 2018 Class A Retail Outlet Beer Permit |
| 32. Samuel Reggie, III
Reggie's Downtown
Crowley, LLC
218 North Parkerson | 2018 Class A Retail Outlet Beer Permit
2018 Class A Retail Outlet Liquor Permit |
| 33. Sarfraz Khan
Road Runner #3
705 South Eastern Avenue | 2018 Class B Retail Package Beer Permit
2018 Class B Retail Package Liquor Permit |
| 34. Tiffanie Banks
Sassy's Daiquiris
108 East Mill Street | 2018 Class A Retail Outlet Beer Permit
2018 Class A Retail Outlet Liquor Permit |
| 35. John Dan Gielen
Shop Rite # 1
525 South Parkerson Avenue | 2018 Class B Retail Package Beer Permit
2018 Class B Retail Package Liquor Permit |
| 36. John Dan Gielen
Shop Rite #72
2597 North Parkerson Avenue | 2018 Class B Retail Package Beer Permit
2018 Class B Retail Package Liquor Permit |
| 37. Richard Retail Investments, Inc.
Slammin Reaux Boys
322 South Eastern Avenue | 2018 Class A Retail Outlet Beer Permit |
| 38. Debbie G. Broussard
South Crowley Pantry
904 South Parkerson Avenue | 2018 Class B Retail Package Beer Permit
2018 Class B Retail Package Liquor Permit |
| 39. William Boulet, Jr.
Super Foods
222 East 2nd Street | 2018 Class B Retail Package Beer Permit
2018 Class B Retail Package Liquor Permit |
| 40. John Dan Gielen
Tobacco Plus #14
1563 North Parkerson Avenue | 2018 Class B Retail Package Beer Permit
2018 Class B Retail Package Liquor Permit |
| 41. Walgreen Louisiana
Walgreen's # 10399
806 Odd Fellows Road | 2018 Class B Retail Package Beer Permit
2018 Class B Retail Package Liquor Permit |
| 42. WalMart Louisiana
WalMart #310
729 Oddfellows Road | 2018 Class B Retail Package Beer Permit
2018 Class B Retail Package Liquor Permit |
| 43. Winn Dixie Montgomery
Winn Dixie #1490
2004 North Parkerson | 2018 Class B Retail Package Beer Permit
2018 Class B Retail Package Liquor Permit |
| 44. Yaser Balbesi
Zeus | 2018 Class A Retail Outlet Beer Permit
2018 Class A Retail Outlet Liquor Permit |

512 North Parkerson Avenue
45. Chad Monceaux 2018 Class A Retail Outlet Beer Permit
City Bar of Crowley 2018 Class A Retail Outlet Liquor Permit
123 East First Street. Motion carried.

ZONING & ANNEXATION COMMITTEE:

Chairperson – Alderwoman Kitty Valdetero
Vice-Chairperson – Alderman Vernon Martin
Members – Aldermen Bryan Borill, J. Elliot Doré and Steven Premeaux

A motion was offered by Alderman Vernon Martin and seconded by Alderman Elliot Doré to accept the Planning Commission recommendation for approval of a Conditional Use Permit to be used for a Photography Studio on behalf of Lindsey Rogers described as Lots 1, 2, 3 & 9 Block 153 Original Crowley located at 904 N Avenue K. Motion carried.

REVENUE & FINANCES COMMITTEE:

Chairperson – Alderman J. Elliot Doré
Vice-Chairperson – Alderwoman Kitty Valdetero
Members – Aldermen Jeff Doré, Ezora Proctor, and Steven Premeaux

A motion was offered by Elliot Doré and seconded by Steven Premeaux to authorize the Mayor to sign a contract to participate in the Louisiana Municipal Advisory & Technical Services Bureau (LaMats) Insurance Premium Service. Motion carried. Alderman Vernon Martin recused himself from the vote due to him serving on the LaMats Board.

A motion was offered by Elliot Doré to offer a resolution declaring the IBM AS/400 Model 200 as surplus and to enter into a private sell agreement with the Town of Erath. Alderman Lyle Fogleman offered a motion to table the resolution due to the Town of Erath rescinding their offer to purchase. Seconded by Alderman Steven Premeaux. Motion Carried.

RESOLUTIONS:

The following resolution was offered by Alderman Vernon Martin and seconded by Jeff Doré, and adopted.

A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CROWLEY, ACADIA PARISH, LOUISIANA, INTRODUCING A PROPOSED ORDINANCE AND CALLING FOR A PUBLIC HEARING CONCERNING SAME.

WHEREAS, an ordinance has been proposed to be adopted by the Board of Aldermen of the City of Crowley; and

WHEREAS, the proposed ordinance must be introduced by its title; and

WHEREAS, a public hearing must be held prior to its adoption; and

WHEREAS, the title of the proposed ordinance must be published in the official journal and the notice shall provide the time and place where the Board will consider its adoption;

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Crowley, Acadia Parish, Louisiana, that the following ordinance be and it is hereby introduced for consideration at the next regular meeting of the Mayor and Board of Aldermen, to-wit:

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE, THE RIGHT AND PRIVILEGE TO LOUISIANA WATER COMPANY ("LAWCO"), ITS SUCCESSORS AND ASSIGNS FOR A PERIOD OF TEN YEARS BEGINNING JANUARY 1, 2018, FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF WATER UTILITIES AND/OR WATER TRANSMISSION AND DISTRIBUTION SYSTEMS IN, THROUGH AND ACROSS THE CITY OF CROWELY, LOUISIANA, AND FOR THE USE OF STREETS, ALLEYS AND PUBLIC PLACES WITHIN THE LIMITS OF SAID MUNICIPALITY AS SAME MAY BE NOW OR HEREAFTER LAWFULLY EXIST; TO PROVIDE FOR THE PROVISIONS THEREOF TO BE SEVERABLE; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT THERETO OR IN CONFLICT THEREWITH; AND TO PROVIDE FOR ALL OTHER MATTERS RELATIVE OR PERTAINING THERETO.

BE IT FURTHER RESOLVED by the Mayor and Board of Aldermen that the City Clerk shall publish the following notice in the Crowley Post Signal:

NOTICE OF PROPOSED ADOPTION OF ORDINANCE
AND PUBLIC HEARING

The Board of Aldermen of the City of Crowley shall meet on the 12th day of December, 2017, at 6:00 o'clock p.m. in the Council Chambers, 2nd Floor, Criminal Justice Building, 426 North Avenue F, Crowley, Louisiana, to consider the adoption of the following ordinance:

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE, THE RIGHT AND PRIVILEGE TO LOUISIANA WATER COMPANY ("LAWCO"), ITS SUCCESSORS AND ASSIGNS FOR A PERIOD OF TEN YEARS BEGINNING JANUARY 1, 2018, FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF WATER UTILITIES AND/OR WATER TRANSMISSION AND DISTRIBUTION SYSTEMS IN, THROUGH AND ACROSS THE CITY OF CROWELY, LOUISIANA, AND FOR THE USE OF STREETS, ALLEYS AND PUBLIC PLACES WITHIN THE LIMITS OF SAID MUNICIPALITY AS SAME MAY BE NOW OR HEREAFTER LAWFULLY EXIST; TO PROVIDE FOR THE PROVISIONS THEREOF TO BE SEVERABLE; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT THERETO OR IN CONFLICT THEREWITH; AND TO PROVIDE FOR ALL OTHER MATTERS RELATIVE OR PERTAINING THERETO.

Copies of the proposed ordinance are available for a nominal fee in the office of the City Clerk, City Hall, Crowley, Louisiana.

THUS DONE AND SIGNED on this the 14th day of November, 2017.

ERIN S. CRADEUR, CITY CLERK

THUS DONE, SIGNED AND ADOPTED in regular session duly convened on the 14th day of November, 2017, in Crowley, Acadia Parish, Louisiana.

GREG A. JONES, Mayor

ATTTEST:

ERIN S. CRADEUR, City Clerk

The following resolution was offered by Alderman Lyle Fogleman and seconded by Vernon Martin, and adopted.

A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CROWLEY, ACADIA PARISH, LOUISIANA, AUTHORIZING THE RETIREMENT OF K-9 OFFICER "UZI"; AUTHORIZING AN AGREEMENT TO PROVIDE FOR THE CARE, CUSTODY AND CONTROL OF THE K-9 OFFICER; AND TO PROVIDE FOR ALL MATTERS RELATIVE THERETO.

WHEREAS, K-9 Officer "Uzi" has provided valuable law enforcement service to the Crowley Police Department and the citizens of the City of Crowley in the performance of his duties; and

WHEREAS, the Mayor, Board of Aldermen and the Chief of Police have received the written opinion of Dr Jeffery P. Artall, D.V.M, with the recommendation that Uzi be retired from active service due to arthritis which is affecting his performance; and

WHEREAS, K-9 Officer "Uzi" has earned the right to retire from the strenuous duties of a K-9 Officer and it is appropriate to retire K-9 Officer "Uzi"; and

WHEREAS, K-9 Officer "Uzi" is a live canine but is technically an asset owned by the City of Crowley and is considered a member of the Crowley Police Department and it is necessary to provide for his continued care, custody and control during his retirement until his death because of his training as a "Canine Enforcement Officer"; and

WHEREAS, the City of Crowley does not have an appropriate or suitable facility and/or means to provide for the K-9 during his retirement and the sale and/or transfer of the K-9 Officer to third parties is problematic due to his law enforcement training and the relationship with his partner/handler, Dwayne Schexnider; and

WHEREAS, Dwayne Schexnider has resigned as a police officer from the City of Crowley but has expressed his desire to accept the ownership and responsibility of caring for his long-time partner, "Uzi", as a result of his close association and has agreed to accept the care, custody and control of the K-9 Officer "Uzi" as a trained and experienced K-9 handler and to assume full responsibility and liability and to hold harmless and indemnify the City of Crowley thereafter; and

WHEREAS, all equipment necessary for the handler to control of the K-9, including kennel, collars, leashes, vests, etc., should also be transferred to Dwayne Schexnider;

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Crowley, Acadia Parish, Louisiana, in regular session duly convened that they do hereby officially acknowledge and commend K-9 Officer "Uzi" for his years of dedicated service to the Crowley Police Department and the citizens of Crowley and do hereby officially retire K-9 Officer "Uzi" from active duty with the Crowley Police Department; and

BE IT FURTHER RESOLVED that they do hereby authorize the transfer of ownership, possession and control of the animal include the transfer and use of all equipment necessary for the control of the K-9, including kennel, leashes, collars, vests, etc.; and

BE IT FURTHER RESOLVED that they do hereby authorize, empower and direct the Honorable Greg A. Jones, Mayor of the City of Crowley, to execute an agreement with former police officer Dwayne Schexnider transferring the possession, custody, control and responsibility for the care and ownership of K-9 "Uzi" to the said Dwayne Schexnider together with the kennel, collar, leashes and other such equipment in consideration of his relationship with K-9 "Uzi" as his long time partner and trained K-9 handler in consideration of the acceptance of the responsibility to care for and control the K-9 and indemnify the City of Crowley for same; and

BE IT FURTHER RESOLVED that said agreement shall contain the following terms and conditions: 1) Dwayne Schexnider shall accept the custody of and responsibility for the safety and well-being of the K-9 "Uzi" as well as the safety and well-being of all persons and property; 2)

Dwayne Schexnider shall not transfer, sell or donate or place the animal with anyone else or use the animal for any commercial purposes, enterprise or profit; 3) Dwayne Schexnider agrees to provided K-9 "Uzi" with all necessary care including but not limited to shelter, food and veterinary service for the rest of his natural life at his expense; 4) Dwayne Schexnider agrees to provide a secure facility/structure which will at all times provide an adequate means of containing, sheltering, controlling and protecting the animal and persons from injury; 5) Dwayne Schexnider shall agree to assume all liability and responsibility for K-9 "Uzi" and to indemnify and hold harmless the City of Crowley from any and all claims, demands, causes of action, lawsuits which may arise out of or occur while K-9 "Uzi" is in the possession, care, custody and control of Dwayne Schexnider; and 6) all usual and necessary terms and conditions as may be required in the premises.

THUS DONE AND ADOPTED in regular session duly convened on the 14th day of November, 20107, in Crowley, Acadia Parish, Louisiana, at which a quorum was present and acting throughout.

GREG A. JONES, Mayor

ATTEST:

ERIN S. CRADEUR, City Clerk

The following resolution was offered by Alderman Elliot Doré and seconded by Steven Premeaux, and adopted.

RESOLUTION OF THE MAYOR AND BOARD OF
ALDERMEN OF THE CITY OF CROWLEY, ACADIA
PARISH, LOUISIANA, AUTHORIZING THE
ADOPTION OF THE LOUISIANA COMPLIANCE
QUESTIONNAIRE FOR AUDIT ENGAGEMENTS OF
GOVERNMENTAL ENTITIES FOR THE FISCAL YEAR
2017

WHEREAS, the Mayor and Board of Aldermen of the City of Crowley having received notice from the Legislative Auditor of the State of Louisiana, that the Compliance Questionnaire must be completed; and

WHEREAS, the Compliance Questionnaire is a required part of a financial audit of Louisiana governmental units and quasi-public; and

WHEREAS, the legal matters contained in the questionnaire parallel those matters contained in the *Laws Affecting Louisiana Government*; and

WHEREAS, the completed Compliance Questionnaire must be given to the auditors at the beginning of the audit and tested for accuracy of the responses in the questionnaire during the course of the audit;

NOW THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Crowley, in regular session, duly convened, that they do hereby adopt the Louisiana Compliance Questionnaire, dated November 14th, 2017 to Kolder, Champagne, Slaven & Co, in connection

with the audit of the financial statements for the year ending August 31, 2017, which questionnaire is attached to this resolution; and

BE IT FURTHER RESOLVED that they do hereby authorize the execution thereof by the Honorable Erin S. Cradeur, City Clerk, Margaret Young, Administrative Assistant and the Honorable Greg A. Jones, Mayor of the City of Crowley.

THUS DONE AND ADOPTED in regular session duly convened on this the 14th of November, 2017 at Crowley, Acadia Parish, Louisiana.

GREG A. JONES, Mayor

ATTEST:

ERIN S. CRADEUR, City Clerk

ORDINANCE:

The following ordinance was offered by Alderman Vernon Martin and seconded by Elliot Doré, and adopted.

ORDINANCE NO. 1489

AN ORDINANCE PURSUANT TO LA. R.S. 33:4401, ET SEQ, THIS MUNICIPALITY’S POLICE POWERS AND IN ORDER TO PROTECT THE HEALTH, SAFETY AND WELFARE OF THE PUBLIC, GRANTING A NON-EXCLUSIVE FRANCHISE, THE RIGHT AND PRIVILEGE TO SOUTHWEST LOUISIANA ELECTRIC MEMBERSHIP CORPORATION (“SLEMCO”), ITS SUCCESSORS AND ASSIGNS FOR A PERIOD OF TEN (10) YEARS BEGINNING JANUARY 1, 2018, OF CONSTRUCTING, ERECTING, MAINTAINING AND OPERATING ELECTRICAL UTILITY TRANSMISSION AND DISTRIBUTION FACILITIES AND SYSTEMS IN, THROUGH, OVER AND ACROSS, UNDER AND ON THE STREETS, LANES, ALLEYWAYS, HIGHWAYS, PUBLIC ROADS AND OTHER PUBLIC PLACES IN THE CITY OF CROWLEY, LOUISIANA (THE “MUNICIPALITY”) SUBJECT ONLY TO THE 300 FOOT RULE OF THE LOUISIANA PUBLIC SERVICE COMMISSION FOR THE PRIVILEGE OF SELLING, SERVICING, HANDLING AND DISTRIBUTING ELECTRICITY AND ELECTRIC ENERGY WITHIN THE MUNICIPALITY; FIXING THE TERMS, DEFINITIONS, CONSIDERATIONS AND LIMITATIONS THEREOF AND PROVIDING FOR THE PAYMENT BY SOUTHWEST LOUISIANA ELECTRIC MEMBERSHIP CORPORATION, ITS SUCCESSORS AND ASSIGNS OF A SUM EQUAL TO FOUR (4%) PERCENT OF THE AMOUNT RECEIVED BY SAID COMPANY FROM THE SALE AND DELIVERY OF ELECTRICAL ENERGY AT RETAIL FOR RESIDENTIAL AND COMMERCIAL PURPOSES BILLED FOR SERVICE WITHIN THE CORPORATE LIMITS OF SAID MUNICIPALITY, AS SAME MAY NOW OR MAY HEREAFTER LAWFULLY EXIST; TO AUTHORIZE THE EXECUTION OF A STREET LIGHTING AGREEMENT TO PROVIDE FOR THE FURNISHING, INSTALLATION AND OPERATION OF STREET LIGHTING AND THE CHARGES THERFOR; TO PROVIDE FOR THE PROVISIONS THEREOF TO BE SEVERABLE; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT THERETO

OR IN CONFLICT THEREWITH; AND TO PROVIDE FOR ALL OTHER MATTERS RELATIVE OR PERTAINING THERETO.

WHEREAS, the area previously served by the existing electric power franchisee within the corporate limits has been excluded from the service area proposed by SLEMCO; and

WHEREAS, the Mayor and Board of Aldermen find that it is in the best interest of the City of Crowley and the citizens to grant a non-exclusive franchise for the distribution of electric power within the corporate limits; and

WHEREAS, the Mayor and Board of Aldermen desire to grant a non-exclusive franchise to SLEMCO subject to the terms, limitations and conditions provided for herein.

WHEREAS, this ordinance was duly introduced and notice of this ordinance and of the public hearing having been published; and

WHEREAS, a public hearing having been held in accordance with law on the 14th day of November 2017, at 6:00 o'clock p.m. in the Council Chambers, 2nd Floor, Criminal Justice Building, 426 North Avenue F, Crowley, Louisiana; and

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CROWLEY, ACADIA PARISH, LOUISIANA, IN REGULAR SESSION DULY CONVENED THAT:

SECTION 1: There is hereby granted unto Southwest Louisiana Electric Membership Corporation, a Louisiana Electric Cooperative organized and existing pursuant to the Louisiana Electric Cooperative Law, RS 12:201 et seq., and domiciled in Lafayette Parish, Louisiana, and hereinafter referred to as "SLEMCO", its successors and assigns, a non-exclusive franchise, right and privilege for a term of ten (10) years, effective and beginning on the January 1, 2018, and ending at midnight on December 31, 2028, to:

(1) distribute, deliver, sell and/or supply electricity and/or electric energy and/or electric service to any and all residential and/or commercial consumers in the City including 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 or as the corporate limits may be extended from time to time during the term of this Franchise Agreement.

(2) acquire, construct, operate and maintain such plants, structures, transmission lines, distribution 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 energy throughout the municipality, subject only to the applicable three hundred-foot (300') rule provisions as have been enacted by the Louisiana Public Service Commission (LPSC);

(3) erect, operate and maintain poles, masts, supports, wires, cables, fibers, transmission lines, conduits, conductors, substances, distribution systems and any and all other appliances useful or necessary in connection with the sale, transportation, delivery and/or distribution of 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 municipality;

(4) repair, replace or remove same or any portion thereof; and

(5) connect any such facilities to any other such facilities for the purpose of selling, transporting and/or distributing electric service into, through or beyond the boundaries of the municipality;

SECTION 2: This franchise does not authorize the Company 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 the company located within the boundaries of the municipality, unless and until the company has been notified, in writing, by the municipality that the interests of

the municipality, 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 the company. In the event that the operations of the company are unbundled, in connection with the adoption of a plan for retail open access or otherwise, the company will have the right to assign its franchise rights with respect to particular facilities or operations as may be necessary to facilitate unbundled operations; provided, however, that any such assignment (1) shall be to any entity that, directly or indirectly, controls, is controlled by or is under common control with the company; (2) shall not result in a reduction in the revenue received by the municipality pursuant to this Franchise; and (3) shall ensure the municipality retains all other rights and protections afforded by this Franchise;

SECTION 3: This Franchise is granted upon and subject to the following provisions:

(1) The company shall comply with all laws, ordinances, regulations and requirements of the State of Louisiana and the City of Crowley and obtain all necessary permits for construction required by ordinance;

(2) In maintaining its properties, the company shall not unnecessarily or unreasonably damage, impair or obstruct the streets, roads, highways, alleys, sidewalks and public grounds, and the company shall at its own expense, without unreasonable delay, make all necessary repairs to remedy any damages or remove any obstruction caused by its operations hereunder in accordance with industry or the municipality's standards, whichever is greater;

(3) The company shall use reasonable precautions to avoid damage or injury to persons or property, and shall indemnify and hold and save harmless the municipality from all damages, losses and/or expenses caused by the negligence or fault of the company, its agents or employees, while exercising any of the rights and privileges herein granted;

(4) Comply with all laws and obtain all necessary permits.

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

(b) No action or omission of the city shall operate as a future waiver of any laws, statutes, ordinances, codes, rules, regulations, standards or procedures of the city under this ordinance;

(5) Provide safe and efficient services to the city.

(a) During the term of this franchise, the company shall provide services to meet the reasonable demands of the municipality and the consumers located within the city limits without discrimination. The company shall acquire, construct, maintain, equip and operate all necessary company facilities to provide such services. The company shall not curtail services to the municipality or to its consumers except in compliance with a curtailment plan filed and approved by the State Regulatory Agency;

(b) The company promptly shall make any extension of company facilities as may be necessary to service one or more current or potential consumers, provided that if the anticipated revenues to be derived from such extension shall not afford a reasonable return of the cost of providing and rendering service by the company, the company may decline to make such extension unless the consumer(s) to be service by such an extension submit(s) cash advances, minimum guarantees, service guarantees or other arrangements as will enable the company to earn a reasonable return of its costs of providing such services;

(c) The company shall be entitled to charge consumers within the municipality for services at rates and under terms approved by the State Regulatory Agency. If the company shall file with the State Regulatory Agency any rate or other tariff charge which involves services using company facilities subject to this franchise, the company shall give the municipality written notice of such proposed rate or other tariff changes with five (5) days of such filing. The municipality reserves all rights to participate in proceedings before the State Regulatory Agency with respect to any rate or tariff filing by the company;

SECTION 4:

(1) For and in consideration of the non-exclusive franchise and all the rights and privileges herein granted unto SLEMCO, it is understood and agreed that SLEMCO shall:

(a) pay to the City of Crowley a franchise fee for the use of its public rights of way and for the privileges of selling electricity within the corporate limits of the city, the sum of which shall be equal to four (4%) percent of the gross receipts collected from the metered kilowatt-hour consumption sold to customers within the corporate limits of the city at SLEMCO rates as approved by the Louisiana Public Service Commission, which shall be apportioned and shown on the consumers' bill as two percent (2%) rate based and two percent (2%) franchise fee excepting from those sales the following:

- Revenue received by SLEMCO from billing to city accounts;
- Revenue from the kilowatt-hour consumption derived from streetlights and/or security lights paid by SLEMCO.
- Revenue from the kilowatt-hour consumption derived from selling or exchanging power to or with other utilities.
- Revenue from the kilowatt-hour consumption unpaid by a customer.
- Revenue derived from collections of any taxes or assessments collected and remitted directly to and on behalf of any Federal, State, Parish, Municipal or Local Governmental Units.
- SLEMCO revenues not attaching to electric energy sales.

(2) It is distinctly understood and agreed that the percentage of gross receipts paid to the municipality shall not apply to or include any receipts from the sale of electric energy to the municipality, or to government or municipality agencies, or to any sale for industrial purposes or for resale within the corporate limits of the municipality;

(3) This obligation to make such payments to the municipality shall remain in full force and effect so long as (1) the company holds a good, valid and irrevocable franchise granted by the municipality; and (2) the municipality, to the extent permitted by law, purchases all of its electric service requirements from the company; provided, however:

(a) Should the municipality levy any new taxes, of any nature whatsoever, subsequent to the date of this contract, or increase the rates of any taxes in existence on the date of this contract (except uniform ad valorem taxes now authorized by Article VII, Section 18 of the Constitution of the State of Louisiana), then the payments herein provided to be made by the company to the municipality will be reduced in an amount equal to the sum of such new and increased taxes, if any. The Additional Franchise Fee shall not be considered a tax for purposes of this ordinance;

SECTION 5:

(1) Franchise fee.

(a) The company shall calculate the gross receipts of the company based on all revenues collected by the company from any and all services provided to all company's

residential and commercial customers within the municipality's limits. Such payment shall be exclusive of and in addition to (1) the usual and general or special ad valorem taxes which the municipality is authorized to levy and impose upon real and personal property; (2) sales taxes on the company's service to the extent permitted by State law; and (3) assessments for public improvements;

(b) For the purpose of confirming the franchise fee paid under this subsection, the company shall provide the municipality documentation supporting its gross receipts statement(s) for the prior year. The municipality shall have the right to conduct an independent review of the books and records of the company relating to the calculation of the gross receipts calculation and shall have the right to require an audit of the company's books and records if the municipality has any questions about the gross receipts calculation performed by the company;

(2) Payments by other electrical franchises

(a) In the event that any other electrical franchise holder (or any subsidiary, affiliate or other related company to the franchisee) pays a fee, charge or other payment of any kind on a periodic basis up to a maximum of five percent (5%) (i.e., monthly, quarterly, annually) to the municipality for the right to transact a local electrical utility business in the City during the term of this franchise SLEMCO shall pay the higher or additional fees or charges above those set forth in this ordinance. Upon receipt by SLEMCO of such notice from the city this franchise shall be deemed modified to require the SLEMCO's payment to the municipality of set amount.

SECTION 6: The franchise granted by this ordinance may be revoked, at the sole discretion of the municipality, upon the company's failure to meet its agreements and obligations set forth herein.

SECTION 7: The Municipality shall make, adopt and enforce all ordinances necessary to protect the property and property rights of the company owned and operated under this franchise, while still recognizing the rights of all other entities holding valid franchises with the municipality, and that the municipality will not in any way interfere with the legal use by the company of the property which it now maintains or may hereafter maintain in the municipality, except as required under the valid exercise of its police powers and as may be necessary to protect the health, safety and welfare of its citizens.

SECTION 8: This ordinance, the public health and welfare and the public necessity requiring it, shall take effect from and after its adoption.

SECTION 9: This franchise shall be for a term of ten (10) years from the effective date hereof, and upon exercise by the Company of any of the privileges granted hereunder and the fulfillment of its agreements and obligations set forth herein, this franchise shall be otherwise irrevocable. Company agrees payments of the fee shall be retroactive to that date and paid upon execution of the Franchise Agreement. Further, nothing herein shall be construed to limit the valid exercise of the municipality's police powers.

SECTION 10: Nothing herein shall be construed to constitute the grant of a franchise for the provision of any service, other than electrical, to citizens within the municipality;

SECTION 11: If any provision, part, word, section, subsection, sentence, clause or phrase of this ordinance should be held invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance and do hereby declare the provisions hereof to be severable, then in that event, only that particular provision, part, word, section, subsection, sentence, clause or phrase shall be deemed unconstitutional or invalid and the remaining provisions, parts, words, sections, subsections, sentences, clauses and phrases will not be affected and shall continue in full force and effect;

SECTION 12: All ordinance or parts of ordinances inconsistent with or in conflict herewith be and the same are hereby repealed.

THUS DONE, SIGNED AND ADOPTED in regular session duly convened on this the 14th day of November 2017, at Crowley, Acadia Parish, Louisiana, at which a quorum was present and acting throughout, after a roll call vote as follows:

YEAS: Bryan Borill, Elliot Doré, Jeff Doré, Lyle Fogleman, Vernon Martin, Tim Monceaux, Steven Premeaux

NAYS: None

ABSENT: Ezora Proctor and Kitty Valdetero

GREG A. JONES, MAYOR

ATTEST:

ERIN S. CRADEUR, CITY CLERK

OTHER BUSINESS:

Mr. Charles King, who resides at 1421 North Avenue H, addressed the council about the enforcement of city ordinance 3.1304 regarding fences, walls and hedges. City Attorney Thomas Regan advised Mr. King that this is a civil matter and should be dealt with accordingly.

There being no further business to come before the Council upon motion duly made by Alderman Tim Monceaux and seconded by Alderman Elliot Doré the meeting was adjourned at 6:55 p.m.

Presented rough draft to Mayor on November 15th, 2017 at 2:00 p.m.

Presented for Mayor's signature on November 15th, 2017 at 2:00 p.m.

Mayor signed & returned to City Clerk on November 20th, 2017 at 9:30 a.m.

Publish in newspaper on November 28th, 2017