

CITY OF CROWLEY
REGULAR COUNCIL MEETING
JUNE 12, 2007

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 12th day of June, 2007 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: Elliot Doré, Jeff Doré, Lyle Fogleman, Jr., Vernon Martin, Mary Melancon, Laurita Pete, Steven Premeaux, Kitty Valdetero and Todd Whiting.

Alderman Elliot Doré led the Pledge of Allegiance to the flag and Alderman Jeff Doré gave the invocation.

PUBLIC HEARING:

Mayor Greg A. Jones opened the public hearing on proposed ordinance no. 1362, the ordinance to “amend the fiscal 2007 budget” was read by title.

Mr. Thomas Regan asked for proponents to the proposed ordinance no. 1362. A third and final call was made with no one coming forward to speak.

The call for opponents of the proposed ordinance no. 1362 was made and there were no comments after the third and final call.

Mayor Greg A. Jones called the public hearing to a close.

Mayor Greg A. Jones opened the public hearing on proposed ordinance no. 1363, the ordinance to “designate Avenue D and 14th Street as a four way stop intersection; and Avenue D and 15th Street as a four way stop intersection” was read by title.

Mr. Thomas Regan asked for proponents to the proposed ordinance no. 1363. A third and final call was made with no one coming forward to speak.

The call for opponents of the proposed ordinance no. 1363 was made and there were no comments after the third and final call.

Mayor Greg A. Jones called the public hearing to a close.

Mayor Greg A. Jones opened the public hearing on proposed ordinance no. 1364, the ordinance for a “non-exclusive franchise, the right and privilege to Southwest Louisiana Electric Membership Corporation (SLEMCO)” was read by title.

Mr. Regan asked for proponents on the public hearing. Mr. Ken Bordelon requested a favorable consideration on behalf of SLEMCO.

The call for opponents of the proposed ordinance no. 1364 was made and there were no comments after the third and final call.

Alderman Elliot Doré spoke on an amendment to the proposed ordinance.

Mayor Greg A. Jones called the public hearing on proposed ordinance no. 1364 to a close.

Mayor Greg A. Jones opened the public hearing on proposed ordinance no. 1365, the ordinance to “non-exclusive cable communication services franchise agreement with Cox Communications” was read by title.

Mr. Thomas Regan asked for proponents to the proposed ordinance no. 1365. A third and final call was made with no one coming forward to speak.

The call for opponents of the proposed ordinance no. 1365 was made and there were no comments after the third and final call.

Mayor Greg A. Jones called the public hearing to a close.

READING & APPROVAL OF MINUTES / BILLS:

Alderman Kitty Valdetero moved to dispense with the reading of the minutes of the May 8th, 2007 regular council meeting and approve them as written and distributed. Seconded by Alderman Steven Premeaux and duly adopted.

Alderman Steven Premeaux moved to dispense with the reading of the minutes of the May 17th, 2007 special council meeting and approve them as written and distributed. Seconded by Alderman Kitty Valdetero and duly adopted.

Alderman Steven Premeaux moved to approve all bills presented for payment. Seconded by Alderman Mary Melancon and duly adopted.

MAYOR'S REPORT:

Mayor Greg A. Jones presented the Sales Tax chart and User Fee chart that track the collection trend since fiscal 1992.

STANDING COMMITTEE REPORTS:

PUBLIC WORKS: Alderman Mary Melancon, Chairperson

A motion was offered by Alderman Mary Melancon and seconded by Alderman Elliot Doré to set the date and authorize the advertisement for the surplus auction on July 5, 2007, 9:30 a.m. at the Public Works Building. Motion carried.

A motion was offered by Alderman Mary Melancon and seconded by Alderman Elliot Doré to approve Partial Payment No. 3 to R. Cloud Construction for the East Andrus Street and West Andrus Street LCDBG FY '04 – '05 Street Improvements Project in the amount of \$78,582.98. Motion carried.

A motion was offered by Alderman Mary Melancon and seconded by Alderman Elliot Doré to approve Change Order No. 1 for the East Andrus and West Andrus Street Improvements project to increase the contract time by 84 calendar days. Motion carried.

A motion was offered by Alderman Mary Melancon and seconded by Alderman Elliot Doré to approve Partial Payment No. 7 to Quality Construction Specialist under the Work Order #1 for the FY 2005-2006 Crack Routing, Cleaning, and Sealing Contract in the amount of \$44,185.50. Motion carried.

UTILITY: Alderman Vernon Martin, Chairperson

A motion was offered by Alderman Vernon Martin and seconded by Alderman Mary Melancon to approve Partial Payment No. 15 to M. P. Dumesnil Construction Company for the North of I-10 Sewage Improvements contract in the amount of \$61,929.84. Motion carried.

PUBLIC SAFETY: Alderman Todd Whiting, Chairperson

A motion was offered by Alderman Todd Whiting and seconded by Alderwoman Mary Melancon to approve a new 2007 Class A – Retail Outlet Beer Permit and a new 2007 Class A – Retail Outlet Liquor Permit for Lafayette Receptions & Catering, LLC d/b/a Ballroom de Mil Neut Cent Treize, LLC located at 124 East Third Street. Motion carried.

A motion was offered by Alderman Todd Whiting and seconded by Alderman Vernon Martin to call for a public hearing to proceed with condemnation of the property described as Lot 7, Block 9, Westside Addition owned by Vera & Wilson Comeaux ½ and Mrs. Odile C. Davis ½. Motion carried.

A motion was offered by Alderman Todd Whiting and seconded by Alderwoman Kitty Valdetero to call for a public hearing to proceed with condemnation of the property described as Lot 10, Block 56, CICO Addition by Thelma Roy Reese. Motion carried.

A motion was offered by Alderman Todd Whiting and seconded by Alderman Steven Premeaux to call for a public hearing to proceed with condemnation of the property described as Lot 6 and N ½ of Lot 5, Block 173, Original Crowley owned by the Parish of Acadia. Motion carried.

A motion was offered by Alderman Steven Premeaux and seconded by Alderwoman Kitty Valdetero to authorize Mr. Thomas Regan and Mayor Greg Jones to draft a proposed ordinance that would prohibit livestock in the city limits and present it at the next scheduled committee meeting. Motion carried.

ZONING & ANNEXATION: Alderman Elliot Doré, Chairperson

A motion was offered by Alderman Elliot Doré and seconded by Alderman Steven Premeaux to accept the Planning Commission's recommendation for a plat approval for Melissa Lege located at 705 South Parkerson Avenue described as Lots 5-6-7, Block 30, South Crowley Addition contingent upon building located on Tract B being torn down up to 5' from the property line before the property is sold to be in compliance with the current city zoning ordinance. Motion carried.

PUBLIC BUILDING: Alderman Lyle Fogleman, Jr., Chairperson

A motion was offered by Alderman Lyle Fogleman and seconded by Alderwoman Mary Melancon to co-sponsor Homeland Civic and Social Club annual picnic along with a Health Fair at the M. L. King Center on September 2, 2007. Motion carried with Alderman Vernon Martin abstaining.

A motion was offered by Alderman Lyle Fogleman and seconded by Alderwoman Mary Melancon to accept the certificate of substantial completion for the Criminal Justice Center Phase II located at 426 North Avenue F. Motion carried.

A motion was offered by Alderman Lyle Fogleman and seconded by Alderwoman Mary Melancon to approve Partial Payment No. 12 to E. L. Habetz Builders, Inc. for renovations to the Criminal Justice Center in the amount of \$37,215.30. Motion carried.

A motion was offered by Alderman Lyle Fogleman and seconded by Alderman Elliot Doré to approve Partial Payment No. 6 to E. L. Habetz Builders, Inc. for exterior repairs to Enterprise Center in the amount of \$62,118.00. Motion carried.

INSURANCE & PERSONNEL: Alderwoman Laurita Pete, Chairperson

A motion was offered by Alderwoman Laurita Pete and seconded by Alderman Todd Whiting to promote Clay Cormier from Permanent Fire Driver to Provisional Fire Captain

effective June 12, 2007 contingent upon results of examination test scores and civil service board accepting scores. Motion carried.

A motion was offered by Alderwoman Laurita Pete and seconded by Alderman Todd Whiting to promote Bryan Quibodeaux from Probational Firefighter First Class to Probational Fire Driver effective June 12, 2007. Motion carried.

COMMUNITY & ECONOMIC DEVELOPMENT: Alderman Jeff Doré, Chairperson

A motion was offered by Alderman Jeff Doré and seconded by Alderman Steven Premeaux to adopt a resolution to introduce an ordinance designating the Crowley Post Signal as the official journal of the City of Crowley. Motion carried.

A motion was offered by Alderman Jeff Doré and seconded by Alderwoman Mary Melancon to adopt a resolution to authorize the Mayor as the designated official signee on behalf of the city for the LA Certified Retirement Community Program. Motion carried.

A motion was offered by Alderman Jeff Doré and seconded by Alderwoman Kitty Valdetero to approve Charlotte Jeffers to attend STS Marketing College. Motion carried.

A motion was offered by Alderman Jeff Doré and seconded by Alderman Elliot Doré to decrease the JulyFete rental fee on booth space for non profit vendors to \$35 and commercial vendor to \$45. Motion carried.

A motion was offered by Alderman Jeff Doré and seconded by Alderwoman Laurita Pete to approve \$700 for the cost of advertising and concession for Main Street, Kids Day Out on August 11, 2007 from 10:00 a.m. to 2:00 p.m. Motion carried.

REVENUE & FINANCES: Alderwoman Kitty Valdetero, Chairperson

A motion was offered by Alderwoman Kitty Valdetero and seconded by Alderman Todd Whiting to appropriate \$3,200 for Summer Camp. Motion carried.

RESOLUTIONS:

The following resolution was offered by Alderman Todd Whiting, duly seconded by Alderman Vernon Martin and unanimously carried:

A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CROWLEY, ACADIA PARISH, LOUISIANA, ORDERING AND ISSUING A RULE TO SHOW CAUSE FOR CONDEMNATION OF PROPERTY.

WHEREAS, the City Inspector has notified the Mayor and Board of Aldermen of a violation of the Building and Safety Codes of the City of Crowley; and

WHEREAS, notice has been issued to the property owners, Vera & Wilson Comeaux and Odile C. Davis, by the City Inspector's office for repairs and/or demolition to be made of the improvements situated on Lot 7 of Block 9 of the Westside Addition, having a municipal address of 827 Marcel Thomas Street, Crowley, Louisiana; and

WHEREAS, no action has been taken and the City Inspector has requested a public hearing on the condemnation of the said property;

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 the Notice of Rule to Show Cause should be issued to Vera & Wilson Comeaux and Odile C. Davis for a public hearing to be held by the Mayor and Board of Aldermen on the 10th day of

July, 2007 in regular session at 6:00 o'clock p.m. and that said notice be properly recorded and served upon the property owner pursuant to law;

THUS DONE AND ADOPTED in regular session duly convened on the 12th day of June, 2007 at Crowley, Acadia Parish, Louisiana at which a quorum was present and acting throughout.

GREG A. JONES, Mayor

ATTEST:

JUDY L. ISTRE, City Clerk

The following resolution was offered by Alderman Todd Whiting, duly seconded by Alderwoman Kitty Valdetero and unanimously carried:

A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CROWLEY, ACADIA PARISH, LOUISIANA, ORDERING AND ISSUING A RULE TO SHOW CAUSE FOR CONDEMNATION OF PROPERTY.

WHEREAS, the City Inspector has notified the Mayor and Board of Aldermen of a violation of the Building and Safety Codes of the City of Crowley; and

WHEREAS, notice has been issued to the property owner, Thelma Reese, by the City Inspector's office for repairs and/or demolition to be made of the improvements situated on Lot 10 of Block 56 of the CICO Addition, having a municipal address of 512 East Elm Street, Crowley, Louisiana; and

WHEREAS, no action has been taken and the City Inspector has requested a public hearing on the condemnation of the said property;

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 the Notice of Rule to Show Cause should be issued to Thelma Reese for a public hearing to be held by the Mayor and Board of Aldermen on the 10th day of July, 2007 in regular session at 6:00 o'clock p.m. and that said notice be properly recorded and served upon the property owner pursuant to law;

THUS DONE AND ADOPTED in regular session duly convened on the 12th day of June, 2007 at Crowley, Acadia Parish, Louisiana at which a quorum was present and acting throughout.

GREG A. JONES, Mayor

ATTEST:

JUDY L. ISTRE, City Clerk

The following resolution was offered by Alderman Todd Whiting, duly seconded by Alderman Steven Premeaux and unanimously carried:

A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CROWLEY, ACADIA PARISH, LOUISIANA, ORDERING AND ISSUING A RULE TO SHOW CAUSE FOR CONDEMNATION OF PROPERTY.

WHEREAS, the City Inspector has notified the Mayor and Board of Aldermen of a violation of the Building and Safety Codes of the City of Crowley; and

WHEREAS, notice has been issued to the property owner, the Parish of Acadia, by the City Inspector's office for repairs and/or demolition to be made of the improvements situated on Lot 6 and the North ½ of Lot 5 of Block 173 of the Original City of Crowley, having a municipal address of 1122 North Avenue D, Crowley, Louisiana; and

WHEREAS, no action has been taken and the City Inspector has requested a public hearing on the condemnation of the said property;

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 the Notice of Rule to Show Cause should be issued to the Parish of Acadia for a public hearing to be held by the Mayor and Board of Aldermen on the 10th day of July, 2007 in regular session at 6:00 o'clock p.m. and that said notice be properly recorded and served upon the property owner pursuant to law;

THUS DONE AND ADOPTED in regular session duly convened on the 12th day of June, 2007 at Crowley, Acadia Parish, Louisiana at which a quorum was present and acting throughout.

GREG A. JONES, Mayor

ATTEST:

JUDY L. ISTRE, City Clerk

The following resolution was offered by Alderman Jeff Doré, duly seconded by Alderman Steven Premeaux and unanimously carried:

A RESOLUTION OF THE MAYOR AND BOARD OF
ALDERMEN OF THE CITY OF CROWLEY
DESIGNATING THE CROWLEY POST SIGNAL AS THE
OFFICIAL JOURNAL OF THE CITY OF CROWLEY

WHEREAS, the City of Crowley is required by R.S. 43:141 to designate an official journal of the City of Crowley; and

WHEREAS, the Crowley Post Signal is a daily newspaper printed in the City of Crowley; and

WHEREAS, the City of Crowley has used same as its official journal for many years previously;

NOW THEREFORE BE IT RESOLVE, by the Mayor and Board of Aldermen, City of Crowley, in regular session, duly convened, that the Crowley Post Signal, a daily newspaper printed in the City of Crowley, is hereby designated as the official journal of the City of Crowley for the fiscal year, beginning September 1, 2007 and ending August 31, 2008; and the Mayor and Clerk are hereby authorized to notify the Secretary of State of said designation by providing him with a copy of said Resolution.

THUS DONE AND ADOPTED in regular session on this the 12th day of June, 2007, in Crowley, Acadia Parish, Louisiana.

GREG A. JONES, Mayor

ATTEST:

JUDY L. ISTRE, City Clerk

The following resolution was offered by Alderman Jeff Doré, duly seconded by Alderwoman Mary Melancon and unanimously carried:

A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CROWLEY, ACADIA PARISH, LOUISIANA, AUTHORIZING A GRANT AGREEMENT WITH THE LOUISIANA OFFICE OF THE LIEUTENANT GOVERNOR RETIREMENT DEVELOPMENT COMMISSION TO DEVELOP A STRATEGIC PLAN TO PROMOTE AND IMPROVE THE CITY OF CROWLEY AS A RETIREMENT DESTINATION; AND TO PROVIDE FOR ALL MATTERS RELATIVE THERETO.

WHEREAS, the City of Crowley became certified as a Louisiana Retirement Community; and

WHEREAS, a strategic plan for the community to develop a marketing strategy and development for the community is needed; and

WHEREAS, the Louisiana Office of the Lieutenant Governor Retirement Development Commission offers a grant program to provide for same; and

WHEREAS, it is desirable the City participate in same;

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 authorize, empower and direct the Honorable Greg A. Jones, Mayor of the City of Crowley, to execute a grant agreement on behalf of the City of Crowley with the Louisiana Office of the Lieutenant Governor Retirement Development Commission to provide services for the development of a strategic plan, annual action plan, marketing/strategy committee, etc. in the amount of \$10,000.00; and

BE IT FURTHER RESOLVED that the Honorable Greg A. Jones, Mayor, be and he is hereby authorized, empowered and directed to execute any and all documents deemed necessary and meet and proper in the premises.

THUS DONE AND ADOPTED in regular session duly convened on the 12th day of June, 2007, in Crowley, Acadia Parish, Louisiana.

GREG A. JONES, Mayor

ATTEST:

JUDY L. ISTRE, City Clerk

The following resolution was offered by Alderwoman Kitty Valdetero, duly seconded by Alderwoman Mary Melancon and unanimously carried:

A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CROWLEY, ACADIA PARISH, LA. 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 for the time and place where the Board will consider its adoption.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Board of Aldermen, 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 AMENDING THE BUDGET FOR THE CITY OF CROWLEY FOR THE FISCAL YEAR, BEGINNING SEPTEMBER 1, 2006 AND ENDING AUGUST 31, 2007; AND TO PROVIDE FOR ALL MATTERS RELATIVE THERETO; AND TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT THEREWITH.

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

The Board of Aldermen of the City of Crowley shall meet on the 10th day of July 2007 at 6:00 o'clock p.m. in the Council Chambers, City Hall, Crowley, LA, to consider the adoption of the following ordinance.

AN ORDINANCE AMENDING THE BUDGET FOR THE CITY OF CROWLEY FOR THE FISCAL YEAR, BEGINNING SEPTEMBER 1, 2006 AND ENDING AUGUST 31, 2007; AND TO PROVIDE FOR ALL MATTERS RELATIVE THERETO; AND TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT THEREWITH.

Copies of the proposed Ordinance are available for a nominal fee in the Office of the City Clerk, City Hall, Crowley, LA.

THUS DONE AND SIGNED on this the 12th day of June, 2007.

JUDY L. ISTRE, City Clerk

THUS DONE, SIGNED AND ADOPTED in special session duly convened on the 12th day of June, 2007, in Crowley, Acadia Parish, Louisiana.

GREG A. JONES, Mayor

ATTEST:

JUDY L. ISTRE, City Clerk

The following resolution was offered by Alderwoman Mary Melancon, duly seconded by Alderman Elliot Doré and unanimously carried:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CROWLEY, ACADIA PARISH, LOUISIANA, ADOPTING THE

AD VALOREM MILLAGE RATE ON ALL
PROPERTY SUBJECT TO TAXATION WITHIN
THE CORPORATE BOUNDARIES OF THE CITY
OF CROWLEY FOR THE YEAR 2007

WHEREAS, the Mayor and Board of Aldermen of the City of Crowley having received notice from the Honorable Russell Benoit, Assessor of the Parish of Acadia, that the taxable value of all property subject to taxation within the City of Crowley will be approximately the same as the year 2006; and

WHEREAS, the Mayor and Board of Aldermen of the City of Crowley must fix the ad valorem millage rates for the tax year 2007; and

WHEREAS, there is no necessity to adjust the millage rate since the taxable value of all property taxable in the City of Crowley is approximately the same for the year 2007 as in 2006;

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, with the agenda having been posted on City Hall where the meetings of the Board of Aldermen are usually held, more then twenty-four (24) hours prior to the meeting, the following ad valorem millage rates, be and they are hereby levied upon the dollar of the assessed valuation of all property subject to ad valorem taxation within the corporate boundaries of the City of Crowley for the year 2007 for the purpose of raising revenue, to-wit”

Ad Valorem Millage 2007

Corporation Tax	7.00	Mills
Street Maintenance Tax	5.00	Mills
Public Buildings & Drainage Tax	5.00	Mills
Public Recreation & Parks Tax	3.00	Mills
Disposal Plant Maintenance Tax	3.50	Mills
Cemetery Maintenance Tax	.75	Mills
Youth Recreation Building Tax	1.00	Mills
Fireman & Policeman Salary Tax	<u>5.00</u>	<u>Mills</u>
Total	30.25	Mills

BE IT FURTHER RESOLVED, that the proper administrative officials of the Parish of Acadia, State of Louisiana, be and they are hereby empowered, authorized, and directed to spread said taxes, as hereinabove set forth, upon the assessment roll of said Parish for the year 2007, and to make the collection of the taxes imposed for and on behalf of the taxing authority, according to law, and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and collection thereof shall be enforceable in the manner provided by law.

BE IT FURTHER RESOLVED, that the Honorable Russell Benoit, Assessor of the Parish of Acadia, State of Louisiana, be and he shall extend upon the assessment roll for the year 2007 the taxes herein levied, and the Tax Collector of said parish shall collect and remit the same to the said City of Crowley in accordance with law.

The foregoing Resolution was read in full and was adopted on the 12th day of June, 2007 by more than a two-thirds majority of the total membership of the Board of Aldermen voting in favor thereof after having been submitted to a vote and the vote thereon was as follows:

YEAS: Elliot Doré, Jeff Doré, Lyle Fogleman, Vernon Martin, Mary Melancon, Laurita Pete, Steven Premeaux, Kitty Valdetero and Todd Whiting

NAYS: None

ABSTAIN: None

ABSENT: None

GREG A. JONES, Mayor

ATTEST:

JUDY L. ISTRE, City Clerk

The following resolution was offered by Alderwoman Mary Melancon, duly seconded by Alderman Jeff Doré and unanimously carried:

A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CROWLEY, ACADIA PARISH, LOUISIANA, AUTHORIZING A MOWING AND LITTER PICKUP HIGHWAY MAINTENANCE AGREEMENT WITH THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT (LDOTD); AND TO PROVIDE FOR ALL MATTERS RELATIVE THERETO.

WHEREAS, certain municipal streets and roads of the City of Crowley form a continuation of the State Highway System which the LDOTD is obligated to repair and maintain and operate at its sole cost and expense by LA R.S. 48:191; and

WHEREAS, under the provisions of Title 48, a municipality may request that work be contracted out to the municipality by the LDOTD; and

WHEREAS, the City of Crowley has requested that certain streets identified on the Major Street Plan be maintained by the City for the purposes of mowing, litter pickup and trash collection;

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 authorize, empower and direct the Honorable Greg A. Jones, Mayor of the City of Crowley, to execute a maintenance agreement with the LDOTD authorizing the mowing, litter pickup and trash collection by the City of Crowley on those roads or streets identified on the Major Street Plan as listed on the "List of Routes for Maintenance Agreement Crowley" attached to the Agreement for and in consideration of the standard mileage rates for reimbursement provided by the LDOTD; and

BE IT FURTHER RESOLVED that the Honorable Greg A. Jones be and he is hereby authorized to execute any and all documents as may be meet and proper in the premises.

THUS DONE AND ADOPTED in regular session duly convened on the 12th day of June, 2007, in Crowley, Acadia Parish, Louisiana.

GREG A. JONES, Mayor

ATTEST:

JUDY L. ISTRE, City Clerk

ORDINANCES:

The following Ordinance was offered by Alderman Elliot Doré, duly seconded by Alderwoman Mary Melancon and duly ordained and adopted.

ORDINANCE NO. 1362

AN ORDINANCE AMENDING THE BUDGETS FOR THE CITY OF CROWLEY FOR THE FISCAL YEAR, BEGINNING SEPTEMBER 1, 2006 AND ENDING AUGUST 31, 2007; AND TO PROVIDE FOR ALL MATTERS RELATIVE THERETO; AND TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT THEREWITH.

WHEREAS, the proposed Amended Operating Budgets and the accompanying budget ordinance have been submitted to this Board of Aldermen for review and consideration; and

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

WHEREAS, notice of a public hearing by the City of Crowley on the proposed Amended Operating Budgets and notice of the availability of the proposed amended budgets for review have been timely published in the official journal, the Crowley Post Signal; and

WHEREAS, the public hearing having been held in accordance with the law on the 12th day of June, 2007 at 6:00 o'clock p.m. at City Hall on the proposed Amended Operating Budgets have now been reviewed and considered; now.

THEREFORE BE IT ORDAINED by the Board of Aldermen of the City of Crowley, Acadia Parish, Louisiana, in Regular Session, duly convened on the 12th day of June, 2007 that the following Amended Operating Budgets are hereby approved, adopted and finalized.

Account Name	Amendment 2006-2007	Amended 2006-2007 Budget
General Fund		
General Administration		
Capital Outlay	4,775	21,275
Fire Department		
Operational Expense	1,500	85,000
Other Expense	1,650	28,433

BE IT FURTHER ORDAINED, the amounts shall be available for expenditures only to the extent and only as included within the amended 2006-2007 fiscal budget, however nothing shall be construed to prohibit the Governing Authority from making amendments to the budget.

BE IT FURTHER ORDAINED, the Mayor of the City of Crowley, Greg A. Jones, is hereby authorized and in his sole discretion, to make such changes within the various budget classifications as he may deem necessary.

BE IT FURTHER ORDAINED, 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 or phrases will not be affected and shall continue in full force and effect.

BE IT FURTHER ORDAINED that all ordinances or parts of ordinances inconsistent with or in conflict herewith be and the same are hereby repealed.

THUS AMENDED, APPROVED, ADOPTED AND FINALIZED on this the 12th day of June, 2007 at Crowley, Acadia Parish, Louisiana, after a roll call vote as follows:

YEAS: Elliot Doré, Jeff Doré, Lyle Fogleman, Vernon Martin, Mary Melancon, Laurita Pete, Steven Premeaux, Kitty Valdetero and Todd Whiting

NAYS: None

ABSTAIN: None

ABSENT: None

GREG A. JONES, Mayor

ATTEST:

JUDY L. ISTRE, City Clerk

The following Ordinance was offered by Alderwoman Kitty Valdetero, duly seconded by Alderman Jeff Doré and duly ordained and adopted.

ORDINANCE NO. 1363

AN ORDINANCE TO AMEND AND RE-ENACT SECTION 14-23(c) OF CHAPTER 14 OF THE CODE OF ORDINANCES OF THE CITY OF CROWLEY, ACADIA PARISH, LOUISIANA BY ADDING THERETO SUBSECTION (25) TO DESIGNATE AVENUE D AND 14TH STREET AS A FOUR WAY STOP INTERSECTION AND SUBSECTION (26) TO DESIGNATE AVENUE D AND 15TH STREET AS A FOUR WAY STOP INTERSECTION; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES CONTRARY THERETO OR IN CONFLICT THEREWITH; AND TO PROVIDE FOR ALL MATTERS RELATIVE THERETO.

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

WHEREAS, a public hearing having been held in accordance with law on the 12th day of June, 2007, at 6:00 o'clock p.m. at City Hall, Crowley, Louisiana; and

WHEREAS, it is necessary that Avenue D and 14th Street be designated a four way stop intersection and added to the Code of Ordinances of the City of Crowley; and

WHEREAS, it is necessary that Avenue D and 15th Street be designated a four way stop intersection and added to the Code of Ordinances of the City of Crowley;

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: That Section 14-23(c) be amended and re-enacted to add Subsection (25) to designate Avenue D and 14th Street as a four way stop intersection and to add Subsection (26) to designate Avenue D and 15th Street as a four way stop intersection to read as follows, to-wit:

Sec.14-23. Right-of-way streets; four-way stop intersections.

(c) *Four-way stop intersections.*

(25) AVENUE D AND 14TH STREET

(26) AVENUE D AND 15TH STREET

SECTION 2: 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 or phrases will not be affected and shall continue in full force and effect.

SECTION 3: All ordinances 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 12th day of June, 2007, at Crowley, Acadia Parish, Louisiana, after a roll call vote as follows:

YEAS: Elliot Doré, Jeff Doré, Lyle Fogleman, Vernon Martin, Mary Melancon, Laurita Pete, Steven Premeaux, Kitty Valdetero and Todd Whiting

NAYS: None

ABSTAIN: None

ABSENT: None

GREG A. JONES, Mayor

ATTEST:

JUDY L. ISTRE, City Clerk

The following Ordinance was offered by Alderwoman Kitty Valdetero, duly seconded by Alderman Elliot Doré.

PROPOSED ORDINANCE NO. 1364

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 FROM THE DATE OF ADOPTION HEREOF, 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 THEREFOR; 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.

The following resolution to amend proposed ordinance 1364 was offered by Alderman Elliot Doré, duly seconded by Alderman Steven Premeaux and unanimously carried:

A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CROWLEY, ACADIA PARISH, LOUISIANA, AUTHORIZING THE AMENDMENT TO PROPOSED ORDINANCE NO. 1364 FOR THE GRANT OF A NON-EXCLUSIVE FRANCHISE TO SOUTHWEST LOUISIANA ELECTRIC MEMBERSHIP CORPORATION (SLEMCO); AND TO PROVIDE FOR ALL MATTERS RELATIVE THERETO.

WHEREAS, the Proposed Ordinance No. 1364 grants a non-exclusive franchise for distribution of electricity to Slemco within the corporate limits of the City of Crowley; and

WHEREAS, the City of Crowley's corporate limits were extended by the annexation of certain areas effective July 12, 2003; and

WHEREAS, the area which was annexed was and is served by Slemco and the franchise should extend only to the areas next after set date by excluding the remainder of the areas within the corporate limits of the City of Crowley

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 the language of Section 1 of Ordinance No. 1364 be substituted to read as follows, to-wit:

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, 2007, and ending at midnight on December 31, 2016, to:

(1) distribute, deliver, sell and supply electricity, electrical energy and/or electric service throughout all areas of the municipality, as the same now exist or as the corporate limits may be extended from time to time during the term of the Franchise Agreement, excluding those areas which were within the corporate limits prior to July 3, 2003, to the

inhabitants thereof and to any person, firm or corporation in such a manner and from such sources as Slemco chooses. It is understood that the Municipality shall provide to Slemco in writing a legal description of the Municipality's corporate limits as of July 3, 2003, the current description of the municipality's corporate limit and shall notify Slemco in writing of any annexation of property into the corporate limits during the term thereof. Payment of all franchise fees by Slemco to the municipality shall begin thirty (30) days after said notification provided that Slemco is then serving the customers within the annexed area;

(2) acquire, erect, 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;

(3) erect, operate and maintain poles, masts, supports, wires, cables, fibers, installations, transformers, braces, guys, transmission lines, conduits, conductors, substances, distribution systems and any and all other appliances, attachments and appurtenances useful or necessary in connection with the sale, transportation, delivery and/or distribution of electricity, electric energy, electrical 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;

THUS DONE AND ADOPTED in regular session duly convened on the 12th day of June, 2007, in Crowley, Acadia Parish, Louisiana, at which a quorum was present and acting throughout. Roll call vote as follows:

YEAS: Elliot Doré, Jeff Doré, Lyle Fogleman, Vernon Martin, Mary Melancon, Laurita Pete, Steven Premeaux, Kitty Valdetero and Todd Whiting

NAYS: None

ABSTAIN: None

ABSENT: None

GREG A. JONES, Mayor

ATTEST:

JUDY L. ISTRE, City Clerk

The following Ordinance as amended was offered by Alderman Elliot Doré, duly seconded by Alderman Steven Premeaux and duly ordained and adopted.

ORDINANCE NO. 1364

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 FROM THE DATE OF ADOPTION HEREOF, 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 THEREFOR; 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, this ordinance has been duly introduced and notice of this ordinance and notice of public hearing having been published; and

WHEREAS, a public hearing having been held in accordance with law on the 12th day of June, 2007, at 6:00 o'clock p.m. at City Hall, Crowley, Louisiana; and

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.

NOW THEREFOR BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CROWLEY, PARISH OF ACADIA, STATE OF 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", it successors and assigns, a non-exclusive franchise, right and privilege for a term of ten (10) years, effective and beginning on the January 1, 2007, and ending at midnight on December 31, 2017, 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 12th day of June, 2007, at Crowley, Acadia Parish, Louisiana, after a roll call vote as follows:

YEAS: Elliot Doré, Jeff Doré, Lyle Fogleman, Vernon Martin, Mary Melancon, Laurita Pete, Steven Premeaux, Kitty Valdetero and Todd Whiting

NAYS: None

ABSTAIN: None

ABSENT: None

GREG A. JONES, Mayor

ATTEST:

JUDY L. ISTRE, City Clerk

The following Ordinance was offered by Alderman Jeff Doré, duly seconded by Alderwoman Kitty Valdetero and duly ordained and adopted.

ORDINANCE NO. 1365

AN ORDINANCE AUTHORIZING A NON-EXCLUSIVE CABLE COMMUNICATION SERVICES FRANCHISE AGREEMENT WITH COX COMMUNICATIONS, L.L.C. FOR A TERM OF TEN (10) YEARS; TO PROVIDE DEFINITIONS FOR THE SERVICES TO BE RENDERED THEREUNDER; TO PROVIDE FOR FRANCHISE FEES AT THE MAXIMUM RATE OF 5% OF GROSS REVENUES AS

DEFINED THEREIN AND CHARGES FOR THE USE OF RIGHTS-OF-WAY FOR THE USE OF STREETS, ALLEYWAYS, HIGHWAYS, PUBLIC ROADS AND OTHER PUBLIC PLACES IN THE CITY OF CROWLEY, LOUISIANA FOR THE PRIVILEGE OF PROVIDING CABLE COMMUNICATIONS SERVICES WITHIN THE MUNICIPALITY; TO PROVIDE REGULATION FOR THE ABOVE MATTERS WITHIN THE AUTHORITY OF THE MUNICIPALITY; TO PROVIDE 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 MATTERS RELATIVE THERETO.

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

WHEREAS, a public hearing having been held in accordance with law on the 12th day of June, 2007, at 6:00 o'clock p.m. at City Hall, Crowley, Louisiana; and

WHEREAS, the current cable system franchise granted to Cox Communications Louisiana, L.L.C. is scheduled to expire on June 12, 2007; and

WHEREAS, the Crowley City Council desires that its residents be provided with quality cable television service and desires to renew the cable television franchise with Cox Communications Louisiana, L.L.C. that will expire on June 12, 2007; and

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

SECTION 1: The City of Crowley does hereby grant unto Cox Communications Louisiana, L.L.C. a non –exclusive franchise to operate a cable communication system over and across public rights-of-way of streets, alleyways, highways, public roads and other places within the corporate limits of the City of Crowley for a term of ten (10) years commencing on the 13th day of June, 2007 and ending on the 12th day of June, 2017 in accordance with the Franchise Agreement hereinafter set forth defining the terms, conditions, fees and other matters relative thereto. Nothing herein shall be construed to prohibit the Grantee from offering any service over its cable service which is not prohibited by Federal or State law.

SECTION 2: The Mayor of the City of Crowley be and he is hereby authorized, empowered and directed to execute a Cable Television Franchise Agreement on the terms and conditions hereinafter set forth.

SECTION 3: DEFINITION OF TERMS

Terms. For the purpose of this Franchise, the following terms, phrases, words and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The words “shall” and “will” are mandatory and the word “may” is permissive.

- A. "Basic Cable" means the lowest priced tier of Cable Service that includes the retransmission of local broadcast television signals.
- B. "Cable Act" means Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, by the Cable Television Consumer Protection and Competition Act of 1992, and by the Telecommunications Act of 1996, and as the same may be further amended from time to time.

- C. "Cable Services" means (A) the one-way transmission to Subscribers of (i) video programming, or (ii) other programming service, and (B) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- D. "Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any Public Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of title II of the Cable Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621(c)) to the extent such facility is used in transmission of video programming directly to Subscribers unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of title VI of the Cable Act; or (E) any facilities of any electric utility used solely for operating its electric utility system.
- E. "FCC" means the Federal Communications Commission, or successor governmental entity thereto.
- F. "Franchise" means the initial authorization, or renewal thereof (including a renewal of an authorization which has been granted subject to section 626 of the Cable Act), issued by the Franchising Authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement or otherwise, which authorizes the construction and operation of the Cable System.
- G. "Franchising Authority" means the city of Crowley or the lawful successor, transferee, or assignee thereof.
- H. "Grantee" means Cox Communications Louisiana, L.L.C., or the lawful successor, transferee, or assignee thereof.
- I. "Gross Revenues" mean any subscriber revenues received by the Grantee from the operation of the Cable System to provide Cable Services in the Service Area. Gross Revenues shall be calculated and reported based on generally accepted accounting principles (GAAP). Gross Revenues shall not include: (i) any fees or taxes which are imposed directly or indirectly on any Subscriber thereof by any governmental unit or agency and which are collected by the Grantee on behalf of such governmental unit or agency, including without limitation the franchise fee required by Section 4.1 hereof; (ii) any tax, fee, or assessment of any kind imposed by the Franchising Authority or other governmental entity on a cable operator, or Subscriber, or both, solely because of their status as such, including a tax, fee or assessment of general applicability which is unduly discriminatory against cable operators or Subscribers); (iii) any other special tax, assessment, or fee such as a business, occupation, and entertainment tax; (iv) any fee for the recovery of costs incurred to collect late payments for Cable Services; and (v) net unrecovered bad debt.
- J. "Person" means an individual, partnership, association, joint stock company, trust, corporation, limited liability company or governmental entity.
- K. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or

permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Franchising Authority and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing, operating, repairing and maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, power supplies, network reliability units and other property as may be necessary or pertinent to the Cable System.

- L. "Service Area" means the present municipal boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means, subject to the exceptions in Section 3.8.
- M. "Subscriber" means a Person who lawfully receives Cable Services of the Cable System with the Grantee's express permission.

SECTION 4: GRANT OF FRANCHISE

4.1 Grant. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, power supplies, network reliability units and other related property or equipment as may be reasonably necessary or appurtenant to the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law.

4.2 Other Ordinances. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. Neither party may unilaterally alter the material rights and obligations set forth in this Franchise. In the event of a conflict between any ordinance and this Franchise, this Franchise shall control.

4.3 Equal Protection. The right to use and occupy the Franchising Authority's Public Ways for the purpose herein provided shall not be exclusive; provided, however, that no Person shall enter into the Franchising Authority's Public Ways for the purpose of constructing or operating a Cable System, or for the purpose of providing Cable Service or video programming service to any part of the Service Area, including by means of an "open video system" (as such term is defined in the Cable Act), without first obtaining a Franchise, permit, license, authorization or other agreement from the Franchising Authority. In the event the Franchising Authority authorizes or permits any Person other than the Grantee to enter into the Franchising Authority's Public Ways for the purpose of constructing or operating a Cable System, or for the purpose of providing Cable Service or video programming service to any part of the Service Area, including by means of an "open video system" (as such term is defined in the Cable Act), the material provisions thereof shall be reasonably comparable to those contained herein, and the obligations imposed on the grantee thereunder shall be no less burdensome nor more favorable than the obligations imposed upon the Grantee hereunder, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.

4.4 Term. The Franchise granted hereunder shall be for an initial term of ten (10) years commencing on the effective date of the Franchise as set forth below, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

SECTION 5: STANDARDS OF SERVICE

5.1 Conditions of Occupancy. The Cable System installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways.

5.2 Restoration of Public Ways. If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, the Grantee shall replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.

5.3 Relocation at Request of the Franchising Authority. Upon its receipt of reasonable advance written notice, not to be less than five (5) business days, the Grantee shall protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, as necessary, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of public structures or improvements which are not used to compete with the Grantee's services. The Grantee shall in all cases have the right of abandonment of its property. If public funds are available to any Person using such Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall make application for such funds on behalf of the Grantee.

5.4 Relocation at Request of Third Party. The Grantee shall, on the request of any Person holding a lawful building moving permit issued by the Franchising Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from any Public Way, as necessary, any property of the Grantee, provided: (a) the expense of such is paid by said Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (b) the Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this Section, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation, and no less than one hundred twenty (120) days for a permanent relocation.

5.5 Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth in order to access and maintain the Cable System.

5.6 Safety Requirements. Construction, operation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with applicable federal, state, and local regulations and the National Electric Safety Code. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Service Area.

5.7 Aerial and Underground Construction.

A. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground; provided that such facilities are actually capable of receiving the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In those areas of the Service Area where the transmission or distribution facilities of the respective public utilities providing telephone communications, and electric services are both aerial and underground, the Grantee shall have the sole discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing contained in this Section shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, network reliability units, pedestals, or other related equipment.

B. Notwithstanding anything to the contrary contained in this Section, in the event that all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are placed underground after the effective date of this Franchise, the Grantee shall only be required to construct, operate, and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public utilities' facilities at the time that such are placed underground.

C. The Franchising Authority shall provide the Grantee with written notice of the issuance of building or development permits for planned commercial/residential developments within the Service Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require as a condition of issuing any permit for open trenching to any utility or developer, that the utility or developer give the Grantee reasonable access to open trenches for deployment of cable facilities and written notice of the date of availability of trenches. Such notice must be received by the Grantee at least ten (10) business days prior to availability.

5.8 Required Extensions of Service. The Grantee agrees to provide Cable Service to all residences in the Service Area, subject to the density requirements specified in this Section. Whenever the Grantee receives a request for Cable Service from a potential Subscriber in a contiguous unserved area where there are at least forty (40) residences within one (1) mile from the portion of the Grantee's trunk or distribution cable which is to be extended, the Grantee shall extend its Cable System to such Subscribers at no cost to said Subscribers for the Cable System extension, other than the applicable installation charge; provided that such extension is technically feasible, and will not adversely affect the operation, financial condition, or market development of the Cable System. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any newly-annexed area which is not contiguous to the present Service Area of the Grantee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing. Grantee shall not be required to offer Cable Service to individual units of a multiple dwelling unit (MDU) facility within the Service Area unless the owner of the facility consents in writing to the following: (i) to Grantee's providing of Cable Service to individual units of the facility; (ii) to reasonable conditions and times for installation, maintenance, and inspection of the portion of the Cable System on the facility premises; (iii) to reasonable conditions promulgated by Grantee to protect Grantee's equipment and to encourage widespread use of the Cable System; and (iv) to not demand or accept payment from Grantee for permitting Grantee to provide Cable Service to the facility and to not discriminate in rental charges, or otherwise, between tenants who receive Cable Service from the Grantee and those who do not.

5.9 Subscriber Charges for Extensions of Service. If a potential Subscriber resides in an area that does not meet the density requirements of Section 3.8 above, the Grantee shall only be required to extend the Cable System if the Subscribers in that area are willing to share the capital costs of extending the Cable System by making a capital contribution in aid of construction, including cost of material, labor, and easements. Specifically, the Grantee shall contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of residences per mile of its trunk or distribution cable, and whose denominator equals 40. Subscribers who request service hereunder shall bear the remaining construction costs on a *pro rata* basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any applicable installation charges to extend the Cable System from the tap to the residence.

5.10 Service to Public Buildings. The Grantee shall, upon request, provide without charge to the Franchising Authority, one standard installation and one outlet of Basic Cable to those administrative buildings owned and occupied by the Franchising Authority, fire station(s), police station(s), and K-12 public school(s) that are passed by its Cable System. The Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from the Grantee. The Cable Service provided shall not be used to distribute or sell services in or throughout such buildings or for other commercial purposes, and such outlets shall not be located in areas open to the public. The Franchising Authority

shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in the inappropriate use thereof or any loss or damage to the Cable System. The Franchising Authority shall hold the Grantee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by this Section, including but not limited to, those arising from copyright liability. The Grantee shall not be required to provide an outlet to such buildings where the drop line from the feeder cable to said buildings or premises exceeds 125 cable feet, unless the appropriate governmental entity agrees to pay the incremental cost of such drop line in excess of 125 cable feet. If additional outlets of Basic Cable are provided to such buildings, the building owner shall pay the usual installation and service fees associated therewith, including, but not limited to, labor and materials.

5.11 Emergency Use. The Grantee shall comply with the applicable rules and regulations of the FCC regarding emergency alert systems (47 C.F.R. Part 11). If the Grantee provides an Emergency Alert System ("EAS"), then the Franchising Authority shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the Franchising Authority shall hold the Grantee, its employees, officers and assigns harmless from any claims arising out of the Franchising Authority's use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

5.12 Discrimination Prohibited. Grantee shall not, because of age, race, creed, color, national origin, or sex, unlawfully (i) refuse to hire or employ, (ii) bar or discharge from employment, or (iii) discriminate against any person in terms, conditions or privileges of employment.

SECTION 6: REGULATION BY THE FRANCHISING AUTHORITY

6.1 Franchise Fee.

A. The Grantee shall pay to the Franchising Authority a franchise fee equal to five percent (5%) of Gross Revenues (as defined in Section 1.1 of this Franchise) received by the Grantee from the operation of the Cable System to provide Cable Services on an annual basis. The franchise fee payment shall be paid semiannually within 45 days of the end of the period for which the fee is calculated. The franchise fee payable hereunder shall be paid and received in lieu of any tax, license, charge, fee or any other character of charge for use and occupancy of the Public Ways. Each payment shall be accompanied by a brief report from a representative of the Grantee showing the basis for the computation.

B. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee is due.

6.2 Rates and Charges.

A. The Franchising Authority may regulate rates for the provision of Basic Cable and equipment as expressly permitted by applicable law.

B. The Grantee may charge a fee for the recovery of costs incurred to collect late payments for Cable Services if the following conditions have been met:

- (1) The Subscriber's bill sets forth when the fee will be assessed;
- (2) The fee is not assessed any earlier than the tenth (10th) day after the due date as reflected on the Subscriber's bill; and
- (3) The bill sets forth the amount of the fee.

Any fee imposed by the Grantee that does not exceed \$5.00 in 2003 dollars (as adjusted annually for inflation based on the Consumer Price Index) shall be presumed reasonable to cover the costs associated with the delinquent payment. The assessment of a fee pursuant to

this Section shall not be construed as a limitation on the Grantee's right to charge any other lawful fees or charges.

6.3 Renewal of Franchise.

A. The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act.

B. In addition to the procedures set forth in said Section 626(a), the Franchising Authority agrees to notify the Grantee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as, the past performance of the Grantee under the then-current Franchise term. The Franchising Authority further agrees that such assessments shall be provided to the Grantee promptly so that the Grantee has adequate time to submit a proposal under Section 626(b) of the Cable Act and complete renewal of the Franchise prior to expiration of its term.

C. Notwithstanding anything to the contrary set forth in this Section, the Grantee and the Franchising Authority agree that at any time during the term of the then-current Franchise, while affording the public appropriate notice and opportunity to comment, the Franchising Authority and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then-current Franchise and the Franchising Authority may grant a renewal thereof.

D. The Grantee and the Franchising Authority consider the terms set forth in this Section to be consistent with the express provisions of Section 626 of the Cable Act.

6.4 Conditions of Sale.

A. If a renewal or extension of the Grantee's Franchise is denied or the Franchise is lawfully terminated, and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

B. The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise, the Grantee shall be given a reasonable opportunity, which shall be at least 12 months, to effectuate a transfer of its Cable System to a qualified third party. Furthermore, the Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise during such period. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System that is reasonably acceptable to the Franchising Authority, the Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that the Grantee's continued operation of the Cable System during such period shall not be deemed to be a waiver, nor an extinguishment, of any rights of either the Franchising Authority or the Grantee.

6.5 Transfer of Franchise. The Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Franchising Authority, such consent not to be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System in order to secure indebtedness. Within thirty (30) days after receiving the request for transfer, the Franchising Authority shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Franchising Authority has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Franchising Authority shall be deemed given.

SECTION 7: COMPLIANCE AND MONITORING

7.1 Books and Records. The Grantee agrees that the Franchising Authority, upon thirty (30) days prior written notice to the Grantee, may review such of its books and records at the Grantee's business office, during normal business hours and on a nondisruptive basis, as is necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the Section of the Franchise which is under review, so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. Alternatively, if the books and records are not easily accessible at the local office of the Grantee, the Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representative to view the books and records at the appropriate location. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any affiliate. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know in order to enforce the provisions hereof. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act or any comparable state law or regulation regarding the protection of Subscriber privacy.

SECTION 8: INSURANCE AND INDEMNIFICATION

8.1 Insurance Requirements. The Grantee shall maintain in full force and effect, at no cost and expense to the Franchising Authority, during the term of the Franchise, commercial general liability insurance in the amount of \$1,000,000 combined single limit for bodily injury and property damage. The Franchising Authority shall be designated as an additional insured. Such insurance shall be noncancellable except upon thirty (30) days prior written notice to the Franchising Authority. Upon written request, the Grantee shall provide a certificate of insurance showing evidence of the coverage required by this Section.

8.2 Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its officers, boards and employees, from and against (i) any liability for damages that arise out of the Grantee's construction, operation, or maintenance of its Cable System and (ii) any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Grantee's construction, operation, or maintenance of its Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within ten (10) days of receipt of a claim or action pursuant to this Section. Notwithstanding the foregoing, the Grantee shall not indemnify the Franchising Authority for any damages, liability or claims resulting from the willful misconduct or negligence of the Franchising Authority. The Grantee shall have the right to participate in or assume control of the defense of any such claim or action, including without limitation the right to select counsel. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

SECTION 9: ENFORCEMENT AND TERMINATION OF FRANCHISE

9.1 Notice of Violation. In the event that the Franchising Authority believes that the Grantee has not complied with the terms of the Franchise, the Franchising Authority shall informally discuss the matter with the Grantee. If these discussions do not lead to resolution of the issue, the Franchising Authority shall notify the Grantee in writing of the exact nature of the alleged noncompliance.

9.2 The Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the notice described in Section 7.1: (a) to respond to the Franchising Authority, contesting the assertion of noncompliance, or (b) to cure such default, or (c) in the event that, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

9.3 Public Hearing. In the event that the Grantee fails to respond to the notice described in Section 7.1 pursuant to the procedures set forth in Section 7.2, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to Section 7.2(c) above, if it intends to continue its assertion of, and investigation into, the alleged default, then the Franchising Authority shall schedule a public hearing to investigate the default. The Franchising Authority shall provide the Grantee at least ten (10) days prior written notice of such hearing, which notice shall specify the time, place and purpose of such hearing. At such hearing, the Grantee shall be provided a full and fair opportunity to be heard.

9.4 Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after the hearing set forth in Section 7.3, determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

A. Seek specific performance of any provision that reasonably lends itself to such remedy, as an alternative to damages; or

B. Commence an action at law for monetary damages or seek other equitable relief; or

C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise in accordance with Section 7.5.

The Grantee may appeal such determination of the Franchising Authority to an appropriate court, which shall have the power to review the decision of the Franchising Authority "de novo". Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the Franchising Authority.

9.5 Revocation.

A. Should the Franchising Authority seek to revoke the Franchise after complying with the procedures set forth in Sections 7.1 through 7.4 above, the Franchising Authority shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a satisfactory response from the Grantee, it may then seek termination of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

B. At the designated hearing, the Franchising Authority shall give the Grantee a full and fair opportunity to state its position on the matter, including without limitation the right to introduce evidence, to require the production of evidence, to question witnesses, and to obtain a transcript of the proceeding, after which the Franchising Authority shall determine whether or not the Franchise shall be revoked.

C. The Franchising Authority may, at its sole discretion, take any lawful action that it deems appropriate to enforce the Franchising Authority's rights under the Franchise in lieu of revocation of the Franchise.

D. The Grantee may appeal any determination of the Franchising Authority to an appropriate court, which shall have the power to review the decision of the Franchising Authority "de novo". Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the Franchising Authority.

9.6 Force Majeure.

A. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance

or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, governmental, administrative or judicial order or regulation or other circumstances reasonably beyond the Grantee's ability to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their own utility poles to which the Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

B. Furthermore, the parties hereby agree that it is not the Franchising Authority's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include but are not limited to the following: (i) in instances or for matters where a violation or a breach by the Grantee of the Franchise was good faith error that resulted in no or minimal negative impact on the customers within the Service Area; or (ii) where strict performance with the terms of the Franchise would result in practical difficulties and hardship to the Grantee that outweigh the benefit to be derived by the Franchising Authority and/or Subscribers.

SECTION 10: MISCELLANEOUS PROVISIONS

10.1 Actions of Parties. In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

10.2 Entire Agreement. This Franchise constitutes the entire agreement between the Grantee and the Franchising Authority. Amendments to this Franchise shall be mutually agreed to in writing by the parties.

10.3 Notice. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: (a) upon receipt when hand delivered with receipt/acknowledgment, (b) upon receipt when sent by certified, registered mail, postage prepaid, or (c) within five (5) business days after having been posted in first-class mail, postage prepaid.

The notices or responses to the Franchising Authority shall be addressed as follows:

City of Crowley
P.O. Box 1463
Crowley, LA 70527-1463
Attention: Mayor

with a copy to:

City of Crowley
P.O. Box 1463
Crowley, LA 70527-1463
Attention: City Clerk

The notices or responses to the Grantee shall be addressed as follows:

Cox Communications
7401 Florida Blvd.
Baton Rouge, La. 70806
Attention: Government Affairs

with a copy to:

Cox Communications, Inc.
1400 Lake Hearn Drive
Atlanta, Georgia 30319
Attention: Legal Department

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other in accordance with the provisions hereof.

10.4 Descriptive Headings. The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

10.5 Severability. If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise, or any renewal or renewals thereof.

10.6 Governing Law. The provisions of this Franchise shall be subject to applicable federal law, including but not limited to the Cable Act and the rules, regulations and orders of the FCC, and shall also be subject to state law not in conflict with such federal law. In the event of any conflict between the provisions of this Franchise and such state or federal law, the provisions of such state or federal law shall prevail.

10.7 Effective Date. The effective date of this Franchise is June 13, 2007, pursuant to the provisions of applicable law. This Franchise shall expire on June 12, 2017, unless extended by the mutual agreement of the parties.

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 or phrases will not be affected and shall continue in full force and effect; and

SECTION 12: All ordinances 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 12th day of June, 2007, at Crowley, Acadia Parish, Louisiana, after a roll call vote as follows:

YEAS: Elliot Doré, Jeff Doré, Lyle Fogleman, Vernon Martin, Mary Melancon, Laurita Pete, Steven Premeaux, Kitty Valdetero and Todd Whiting

NAYS: None

ABSTAIN: None

ABSENT: None

GREG A. JONES, Mayor

ATTEST:

JUDY L. ISTRE, City Clerk

OTHER BUSINESS:

There being no further business to come before the Council upon motion duly made by Alderman Vernon Martin and seconded by Alderwoman Mary Melancon the meeting was adjourned at 7:15 p.m.

GREG A. JONES, Mayor

ATTEST:

JUDY L. ISTRE, City Clerk

Presented rough draft to Mayor on June 15, 2007 at 4:30 p.m.

Presented for Mayor's signature on June 27, 2007 at 1:30.m.

Mayor signed & returned to City Clerk on June , 2007 at .m.