

City Council Regular Monthly Meeting

**City of Ville Platte, Louisiana
126 E. Main Street, Ville Platte, LA
March 3, 2015 5:00 P.M.**

The Mayor and Board of Aldermen of the City of Ville Platte met in a regular session in the Council Chamber in City Hall, 126 E. Main St. Ville Platte, LA on **Tuesday, March 3, 2015 at 5:00** PM the council meeting was called to order by Mayor Vidrine.

Roll called by the City Clerk, Shountilez Williams, announced that we have a quorum.

ATTENDANCE: Mayor Jennifer Vidrine, Councilmen Donald Sam, Mike Perron, Jerry Joseph, C. J. Dardeau, Bryant Riggs, Freddie Jack, Chief of Police Neal Lartigue, City Clerk Shountilez Williams, and Interim Fire Chief, Chris Harrison, City Attorney Eric Lafleur,.

Absent: None

Following the Invocation and Pledge by the JAG officers, and the roll call by the City Clerk, the Mayor and Board of Alderman of the City of Ville Platte were duly convened as the governing authority of the City of Ville Platte.

At the Mayor's request, three items were added to the agenda:

- 1. Smoke Meat**
- 2. Special Meeting minutes**
- 3. City truck for the gas department**

It was moved by Councilman Jack and seconded by Councilman Sam to add the three new items to the agenda as request by the Mayor. **In Favor: All Against: None Motion Carried**

MINUTES-MONTHLY MEETING FOR February 10, 2015

It was moved by Councilman Jack and seconded by Councilman Joseph to approve the minutes of the **Regular Meeting** held February 10, 2015, as provided with any necessary changes.

In Favor: All Against: None Motion Carried

Added:

Minutes of the Special meeting held February 19, 2015

It was moved by Councilman Dardeau and seconded by Councilman Perron to approve the minutes of the **Special Meeting** held February 19, 2015, as provided with any necessary changes.

In Favor: All Against: None Motion Carried

Monthly Report for February 2015

The expenditure for the month of February was unanimously accepted by the Council in the amount of **\$123,670.30**, which was \$95,953.47 was spent less in the month of February than the month of January.

Council Comments:

Mike Perron asked the public's assistance in keeping the curbsides of streets clear so that the new street sweeper can effectively pick up trash. Yves Wilson, Street Commissioner, noted that because residents are leaving piles of trash and solid waste along curb side the street sweeper operator must stop the machine and move the trash. Mayor Vidrine asked Chief Neal to let his Police Officer know that people can be ticketed for littering. Residents can contact Mr. James Berthlot at Solid Waste office if they have any questions as to what are their guidelines.

Public Comments on agenda Items listed (4 minutes each) - None

Agenda Items:

- MOU Chicot State Park

It was moved by Councilman Perron and seconded by Councilman Joseph to approve the Cooperative Endeavor Agreement between the City of Ville Platt and the State of Louisiana Department of Culture, Recreation and Tourism Office of State Parks.

In Favor: All Against: None Motion Carried

Cooperative Endeavor Agreement
Between
The City of Ville Platte
And
The State of Louisiana
Department of Culture, Recreation and Tourism
Office of State Parks

Chicot State Park and the Louisiana State Arboretum

BE IT KNOWN that on the dates and at the places herein after written, this Cooperative Endeavor Agreement (this "Agreement") is made and entered into by and between the City of Ville Platte (the "City"), represented herein by Jennifer Vidrine, its duly elected Mayor, acting pursuant to Resolution # 030315-1 adopted by the Council of the City of Ville Platte on March 3, 2015; and the State of Louisiana, Department of Culture, Recreation and Tourism, Office of State Parks (the "State"), represented herein by Charles R. Davis, its duly appointed Deputy Secretary, and Dwight Landreneau, its duly appointed Assistant Secretary of the Office of State Parks, for the public purposes and in accordance with the terms and conditions set forth herein and in any attachments hereto, which are, by this reference, incorporated herein.

RECITALS

WHEREAS, La. R.S. 56:1682 provides that the Louisiana Office of State Parks is created and authorized to have as its purpose service to the people of Louisiana and their visitors by preserving and protecting natural areas of unique or exceptional scenic value; establishing and operating parks that provide recreational use of natural resources and facilities for outdoor recreation in natural surroundings; portraying and interpreting plant and animal life, geology, and all other natural features and processes included in the various state parks; preserving, protecting, and portraying historic and scientific sites of statewide importance; and performing functions of the state relating to outdoor recreation development and trails; and

WHEREAS, La. R.S. 56:1685(C) and (D) provide that Chicot State Park is a recognized and designated state park and the Louisiana State Arboretum is a recognized and designated state preservation area, both officially included within the Louisiana State Parks system; and

WHEREAS, Chicot State Park, located 8 miles north of the center of the City of Ville Platte, includes 6,400 acres of rolling hills and access to beautiful Chicot Lake. Featuring cabins, a group camp, campsites, hiking trails, boat launches, a fishing pier rental boats, a water playground, meeting room, and the Louisiana State Arboretum; Chicot State Park is a significant recreation and educational resource, tourist attraction, and economic driver for the City of Ville Platte; and

WHEREAS, due to revenue shortfalls in Fiscal Year 2015 and anticipated revenue shortfalls in Fiscal Year 2016, the Louisiana Legislature has reduced and proposes to reduce appropriations for the operation and maintenance of the Louisiana State Parks system including Chicot State Park and the Louisiana State Arboretum; and

WHEREAS, reductions in appropriations, which have resulted in reductions in staffing and reductions in spending on operations and maintenance, cause the City and State concern that Chicot State Park and the Louisiana State Arboretum will not have resources sufficient to carry out the aforementioned public purposes; and

WHEREAS, the City is a Host Agency in the Enterprise Works' Senior Community Service Employment Program (the "Program"), a federally-funded program that provides participants job training in a community service assignment while the participant actively pursues unsubsidized employment outside of the Program; and

WHEREAS, pursuant to the Program requirements and guidelines, the City is responsible for identifying and placing participants in suitable job training and community service assignments. The City

proposes and the State agrees that Chicot State Park and the Louisiana State Arboretum offer suitable opportunities for such training and service; and

WHEREAS, Louisiana Constitution Article VII, Section 14(C) provides that, for a public purpose, the state and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual; and

WHEREAS, support for the continued preservation, operation and maintenance of Chicot State Park and the Louisiana State Arboretum serves the public and governmental purposes of the City of Ville Platte by providing for outdoor public recreation opportunities in natural surroundings for its citizens and visitors and the local businesses that serve them, as well as job training and community service for Program participants.

NOW, THEREFORE, the City and the State, in consideration of the public purposes and benefits described herein, agree as follows:

AGREEMENT

Article 1. Scope of Services

1.1. The City agrees to:

- 1.1.a Identify, screen, and recommend Program participants to perform work at the State's designated job site(s).
- 1.1.b Perform or cause to be performed all tasks required to maintain Program compliance.
- 1.1.c Designate a point of contact for this Agreement, who shall, on behalf of the City, serve as the liaison between and among the City, the State, the Program, and the Program participants. Notices provided under this Agreement shall be effective when received by the point of contact at the specified address. The point of contact for the City shall be:

Jennifer Vidrine
Mayor – City of Ville Platte
126 East Main Street
Ville Platte, LA 70586
(337) 363-3725
Jennifervidrine@hotmail.com

1.2 The State agrees to:

- 1.2.a Identify and describe tasks suitable for Program participants to perform at the State's designated job site(s).
- 1.2.b Perform or cause to be performed all tasks associated with training and supervision of Program participants, and cooperate and provide technical assistance to the City on tasks required for Program compliance.
- 1.2.c Designate a point of contact for this Agreement, who shall, on behalf of the City, serve as the liaison between and among the City, the State, the Program, and the Program participants. Notices provided under this Agreement shall be effective when received by the point of contact at the specified address. The point of contact for the State shall be:

Jessica Earles
Manager, Chicot State Park
3469 Chicot Park Road
Ville Platte, LA 70586
(337) 363-2441
Chicot_mgr@crt.la.gov

Article 2. Payment Terms; Fiscal Funding

- 2.1 No funds shall be transferred between the parties to this Agreement.

- 2.2 The continuation of this Agreement is contingent upon the legislative appropriation of funds to fulfill the requirements of the Agreement. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Article 3. Term

- 3.1 This Agreement shall commence upon execution and shall terminate on March 31, 2018.
- 3.2 Either party may terminate this Agreement by providing thirty (30) days' written notice to the other. The notice shall specify the date the agreement shall terminate.

Article 4. Independent Contractor Status

- 4.1 Neither party's employees, agents, contractors, volunteers, partners, or officials shall be deemed to be the employees of the other, nor shall they be entitled to receive any benefits that employees may be entitled to receive, including, without limitation, workers compensation coverage, unemployment compensation coverage, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services hereunder.
- 4.2 Specifically, the Program participants shall not be deemed to be the employees of the State.

Article 5. General Provisions

- 5.1. Taxes. The parties hereby agree that the responsibility for payment of taxes from the funds thus received or derived under this Agreement shall be the respective party's obligation and identified under its own Federal tax identification number.
- 5.2. Amendments. Any alteration, variation, modification or waiver of provisions of this Agreement shall be valid only when reduced to writing, and executed by all parties to the original Agreement.
- 5.3. Audit. It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or auditors from the Office of the Governor, Division of Administration and the Department of Culture, Recreation and Tourism shall have the option of auditing all records and accounts that relate to this Agreement.
- 5.4. Indemnification and Liability. Each party shall indemnify and hold harmless the other against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from or by reason of any intentional, reckless or negligent act or omission, operation or work of the indemnifying party, his agents, servants, or employees while engaged upon or in connection with the services or performed hereunder.
- 5.5. Resolution of Disputes. Any claim or controversy arising out of this agreement shall be resolved by the provisions of La. R.S. 39:1524 - 1526.
- 5.6. Document Retention. All records, reports, documents and other material delivered or transmitted to the City by the State shall remain the property of the State, and shall be returned by the City to the State, at the City's expense, at termination or expiration of this Agreement. Copies of all records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the City in connection with the fulfillment of the terms of this Agreement shall become the property of the State, and shall, upon request, be returned by the City to the State, at the City's expense, at termination or expiration of this Agreement. The parties shall retain all records for at least three (3) years following termination of this Agreement.

- 5.7. No Assignment. The City shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the State.
- 5.8. Anti-Discrimination. The City agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the City agrees to abide by the requirements of the Americans with Disabilities Act of 1990. The City agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the City, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.
- 5.9. Public Purpose. The public purpose and goal of this Agreement is to support efforts to maintain and operate Chicot State Park and the Louisiana State Arboretum for the benefit of the citizens, visitors, and businesses of Ville Platte.
- 5.10. Force Majeure. Neither party hereto shall be liable to the other party for any failure, inability, or delay in performing its obligations under this agreement if caused by an act of God, war, strike, lock-out, fire, terrorism or threat of terrorism (or any security measure connected thereto) or any other cause beyond the reasonable control of the party so failing ("Force Majeure Event"); but due diligence shall be used in curing such cause, rescheduling the services at the earliest possible time, and mitigating any losses.
- 5.11. Authority. The City represents that it has duly adopted a resolution authorizing the signatory to enter into this Agreement on its behalf.
- 5.12. Non-exclusive. This Agreement shall be non-exclusive.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on _____ (date).

WITNESSES:

 Dwight Landreneau, Assistant Secretary
 Office of State Parks
 Department of Culture Recreation and Tourism

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on _____ (date).

WITNESSES:

 Charles R. Davis, Deputy Secretary
 Office of the Lieutenant Governor
 Department of Culture, Recreation and Tourism

THUS DONE AND SIGNED AT Ville Platte, Louisiana on March 3, 2015.

WITNESSES:

 Jennifer Vidrine, Mayor
 City of Ville Platte

- **Smoked-Meat Festival Cooperative Endeavor Agreement**

**COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN THE CITY OF VILLE PLATTE AND
VIANDE BOUCANNE, INC.**

BE IT KNOWN that on this 3rd day of March, 2015, that we the undersigned, namely the

CITY OF VILLE PLATTE, STATE OF LOUISIANA (“THE CITY”), a political subdivision created, organized and existing under the laws of the State of Louisiana, herein represented by the duly authorized and empowered Mayor, in accordance with proceedings adopted by the mayor and Board of Alderman of the City of Ville Platte, State of Louisiana, the governing authority of the City and

VIANDE BOUCANNE, INC., a newly formed Louisiana corporation, with a Pending status for Section 501(c) (3) of the Internal Revenue Code, to become a tax exempt corporation, herein represented by **Renee Brown**, it's Duly Authorized Agent, do hereby declare their intention to enter in this cooperative Endeavor Agreement as follows, to wit:

WHEREAS, “the city” in fostering tourism to help promote Cajun culture and in supporting local meat markets and seasoning companies to promote economic development because both bring in tax dollars and enhance the reputation of “ the City” and

WHEREAS, “the City” recognized that **VIANDE BOUCANNE, INC.** is a newly established organized who has filed for non-profit, tax free organization pending approval by the Department of Treasury as such, and

WHEREAS, VIANDE BOUCANNE, Inc. is promoting a 23 year old event for tourism and economic development in “the City” by holding a week in festival promoting Cajun and creole music, food, and friendship which has brought in thousands of people from the outside “the City”, parish, state, and nation;

WHEREAS, La Smoke Meat Festival desires to continue to promote Cajun and Creole culture in “the City”, and area and bring additional people into our community at its festivals held annually at the Ville Platte Civic Center and grounds, and

WHEREAS, such a festival promoted by the **VIANDE BOUCANNE, Inc.** requires hundreds of hours of volunteer services; however, the festival has now grown to such an extent that it requires help and assistance in conducting and promoting the activities, and

WHEREAS, “the City” desires to see **VIANDE BOUCANNE, Inc.** continues with its festival which has been so very successful in the past in promoting tourism, local products, and economic development opportunities, and bringing in additional sales and tax dollars since it attracts new people to the area and enhances the reputation and culture of “the City”, and

THEREFORE, “the City” in consideration of the benefits from tourism, economic development and additional sales and taxes to be received, does hereby agree to assist **VIANDE BOUCANNE, Inc.** in continuing its’ annual festival, by providing manpower/equipment to assist in the construction and dismantling of the function site at the Ville Platte Civic Center and grounds and to assist with the maintenance before, during and after the two-day festival. “The City” further may assist with funding **to VIANDE BOUCANNE, Inc.**

IN WITNESS WHERE OF, the parties have dully executed **this Cooperative Endeavor Agreement** on the day, month and year first above written.

CITY OF VILLE PLATTE

BY: JENNIFER VIDRINE
Mayor of Ville Platte

VIANDE BOUCANNE, INC.

BY: RENEE BROWN
President, Viande Boucanne, Inc.

- **Donation to Boys and Girls Club-Councilman Riggs**

Mayor Jennifer thanked Councilman Riggs for the donation of the Table Tennis table to the Boys and Girls Club.

The Mayor accepted a donation from Lion's Club to the Boys and Girls Club.

- **Nicholas Jagneaux- Sudden link's Services**

Nick Jagneaux complained about Suddenlink's internet service in Ville Platte. Mayor said she has been in touch with (Suddenlink's Corporate Office) about the issue" Vidrine said I've also contacted Cox and Charter about offering services in our City. She will report on it next month.

New Item: Purchase a truck for the gas dept.

It was moved by Councilman Jack and seconded by Councilman Joseph to allow the Mayor to purchase the 2008 truck for the Gas Department. The truck will be purchased from the Federal Property, in Baton Rouge, to be used in the Gas department, at a cost of \$11,800.00. The Truck has 70,000 miles and it is in good condition.

In Favor: All Against: None Motion Carried

- **Kubota Tractor**

The Mayor also presented pictures of a Kubota tractor that was demonstrated today, with the possibility of purchasing the tractor. No cost was giving at this time; they are still looking into what will be best suitable for the use of the city.

It was moved by Councilman Joseph and seconded by Councilman Riggs to allow the Mayor to meet with the supervisors and decided if the Kubota tractor can be used. If the Kubota can be used, allow the Mayor to start the purchasing agreement.

In Favor: All Against: None Motion Carried

- **Abandoned Property-None**

- **Resolutions**

Ronnie Landreneau appeared before the Council to get the Council's approval to apply for a 50,000 Water Enrichment Grant. At the recommendation of City Engineer, Ronnie Landreneau, it was moved by Councilman Dardeau and seconded by Councilman Joseph to adopt the resolution to apply for the Water Enrichment Grant from the state for\$ 50,000, for control improvements for the Production System Water Wells for the City of Ville Platte.

In Favor: All Against: None Motion Carried

R E S O L U T I O N

BE IT RESOLVED that we, the Mayor and Council Members of the City of Ville Platte, Parish of Evangeline, State of Louisiana, acting as governing body of said City do hereby enact the following resolution on this day the 3rd of March 2015;

WHEREAS: The City of Ville Platte is applying for funding through the Community Water Enrichment Fund, a grant program that has been made available by the Louisiana Office of Community Development; and,

WHEREAS: The City proposes to make an addition and/or retrofit a master control system for the water well production; and

WHEREAS: The City of Ville Platte has no funds available at this time to cover the cost for this project, this application would provide \$50,000 for the project cost; and,

BE IT FURTHER RESOLVED that the governing body of the City of Ville Platte by way of this resolution does hereby approve to submit an application to the Office of Community Development for grant funding in the amount of \$50,000 for these improvements.

Jennifer Vidrine, Mayor

- **Public Awareness on Gas pipeline Safety**

It was moved by Councilman Sam and seconded by Councilman Joseph to approve the support of public awareness program related to pipeline and hazardous materials.

In Favor: All Against: None Motion Carried

**RESOLUTION BY THE CITY OF VILLE PLATTE PROVIDING FOR THE
SUPPORT OF PUBLIC AWARENESS PROGRAM RELATED TO PIPELINE AND
HAZARDOUS MATERIALS**

A resolution establishing that the Board of Aldermen shall support and fund a public awareness program devoted to the development and implementation of enhanced public awareness and safety with regard to petroleum gas pipelines and other hazardous materials.

WHEREAS, the Board of Aldermen recognize that the City of Ville Platte operates petroleum gas pipelines providing gas service to the citizens of Ville Platte;

WHEREAS, the Board of Aldermen recognizes the potential hazards associated with the production and transportation of petroleum gas;

WHEREAS, the Board of Aldermen recognizes the benefits toward public safety that would accompany a public awareness program focused on educating the people of Ville Platte of these potential hazards and how to properly recognize and/ or ward against potential damages;

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Ville Platte, State of Louisiana, in legal and regular and/or special session, acting as the “Governing Authority” of said City, that:

A public awareness program shall hereby be created in the City of Ville Platte for the purposes of educating citizens in conformity with guidelines established by American Petroleum Institute’s Recommended Practice 1162, specifically addressing the following:

1. Use of a one-call notification system prior to excavation and other damage prevention activities;
2. Possible hazards associated with unintended release from a gas pipeline facility;
3. Physical indications that such a release may have occurred;
4. Steps that should be taken for public safety in the event of a gas pipeline release; and
5. Procedures for reporting such an event.

BE IT FURTHER RESOLVED that said program shall be supported and funded by a Public Awareness Board to be comprised of the members of the Ville Platte Board of Aldermen.

The final adoption of the foregoing resolution having been duly moved by **Councilman Sam** and seconded by **Councilman Joseph**, the roll was called and the

following vote was taken and recorded:

NAME	YEAS	NAYS	ABSENT
C. J. Dardeau	X		
Jerry Joseph	X		
Mike Perron	X		
Freddie Jack	X		
Donald Sam	X		
Bryant Riggs	X		

There being a favorable vote on the resolution of at least a majority of the authorized members of the Governing Authority, the resolution was declared adopted on this the **3 day of March, 2015.**

CITY CLERK

MAYOR

DATE

- **Ordinances - None**
- **Proclamations - None**
- **Permits - None**
- **New Business - None**
- **Reports**

Fire Chief's Report-Ted Demourelle by Interim Fire Chief Chris Harrison

For the month of February 2015, there were a total of 31 calls. There were eighteen (18) calls in Ville Platte and thirteen calls (13) with Fire District #2.

Chief of Police report: Neal Lartigue

For the month of February 2015, there were a total of 456 calls of which 196 required reports. There were a total of 48 people arrested, including 07 felony arrest and 23 accidents, wrote 21 citations. Call down by 15, reports up by 24, citations down by 8, accidents down by 24, misdemeanor arrest down by 14, fellow arrest down by 4.

City Engineer's Report-Ronnie Landreneau

Concerning the Boys and Girls Club, City Engineer Ronnie Landreneau , with the approval of the City attorney, advises the Council to authorize the Mayor to sign the **Restriction Deed Agreement** for the proposed building. The Deed would limit the number of people in the building to fewer than 300 people. The Deed will follow the building, if it's ever sold. The Deed needs to be signed the restricted Deed, recorded and the recorded copy needs to be sent to the State Fire Marshal's office, the building plans will be released so that the project can proceed.

Mayor's Report-Jennifer Vidrine

The Mayor thanked the City Council for doing a great job and appreciates the ability to work together as a group; she thanked them for their support in working with her, in making the City a better place. She thanked Ronnie the City Engineer and Eric Lafleur, City Attorney for all of their help and support.

Adjournment

It was moved by Councilman Sam and seconded by Councilman Riggs to adjourn at **5:51 PM.**

In Favor: All Against: None Motion Carried

Approved:

Jennifer Vidrine, Mayor

Attest:

Shountilez L. Williams, City Clerk