

TOWN OF GREENWOOD
MINUTES OF THE PUBLIC HEARING & REGULAR SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
Tuesday, January 23, 2024 -6:00 PM

Present: Mayor Brad Edwardes, Alderman Robinson, Davis, Turk, Larsen, Clerk T. Gaar, Chief of Police Shayne Gibson, Town Attorney J McKay and members of the public.

Absent: Aldermen Doughty and Town Clerk Veronica Brown

There was a quorum

Mayor Edwardes called the meeting to order at 6:00 p m, Alderman Davis then led the invocation and Pledge of Allegiance.

Convene in Public Hearing: A motion was made by Alderman Davis, seconded by Alderman Robinson to convene into a Public Hearing, the motion was carried by unanimous voice vote.

PUBLIC HEARING: The purpose of the public hearing is for the adoption of the following Ordinance (s), the title of which are hereinafter set forth, to wit;

Clerk, T Gaar read the title of the Ordinance

ORDINANCE No. 13 of 2023

TITLE: AN ORDINANCE, GRANTING UNTO SOUTHWESTERN ELECTRIC POWER COMPANY, THE RIGHT, PRIVILEGE AND FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN, REPAIR, RECONSTRUCT, REMOVE AND OPERATE A SYSTEM OF ELECTRIC POWER LINES, WIRES, TRANSFORMERS, COMMUNICATION CABLES AND OTHER RELATED AND NECESSARY OR DESIRABLE APPURTENANCES IN, UNDER, OVER, ACROSS, THROUGH AND ALONG ANY AND ALL OF THE PRESENT AND FUTURE STREETS, AVENUES, ALLEYS, THOROUGHFARES, ROADS, HIGHWAYS, SIDEWALKS, BRIDGES AND PUBLIC GROUNDS AND PUBLIC PLACES OF THE TOWN OF GREENWOOD, LOUISIANA, FOR THE PURPOSE OF TRANSMITTING AND DISTRIBUTING ELECTRIC POWER TO THE TOWN AND ITS INHABITANTS AND ANY OTHER PERSON OR PERSONS, FIRMS AND CORPORATIONS FOR TWENTY-FIVE YEARS; REGULATING THE USE OF STREETS BY THE COMPANY AND REPAIR AND RESTORATION OF THE STREETS DISTURBED BY CONSTRUCTION; PROVIDING FOR COMPENSATION TO BE PAID TO THE TOWN; PROVIDING THAT THIS FRANCHISE SHALL NOT BE EXCLUSIVE; PROVIDING THE COMPANY'S OBLIGATIONS TO FURNISH EFFICIENT SERVICE; PROVIDING FOR INDEMNITY BY THE COMPANY TO THE TOWN; PROVIDING FOR CONDITIONAL FORFEITURE IN EVENT OF DEFAULT BY THE COMPANY; MAKING MISCELLANEOUS PROVISIONS RELATIVE TO THIS GRANT OF FRANCHISE; PROVIDING FOR ACCEPTANCE BY COMPANY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

Public Comments: None

Adjourn to Regular Session: A motion was made by Alderman Larsen, seconded by Alderman Robinson to adjourn to the regular session and the motion was carried by unanimous voice vote.

Approval of Agenda: A motion was made by Alderman Robinson, seconded by Alderman Turk to approve the Agenda, the motion was carried by unanimous voice vote.

Approval of Minutes:

Work Session Meeting –December 21, 2023

A motion was made by Alderman Davis, seconded by Alderman Robinson to approve the Minutes, the motion was carried by unanimous voice vote.

Public Hearing & Regular Session- December 26, 2023

A motion was made by Alderman Davis, seconded by Alderman Robinson to approve the minutes with the date change from December 26th to December 27th throughout documents. The motion was carried by unanimous voice vote

Approval of Expense/Revenue- November, 2023

A motion was made by Alderman Davis, seconded by Alderman Robinson to approve the financial statement. The motion was carried by unanimous voice vote.

December, 2023

A motion was made by Alderman Davis, seconded by Alderman Robinson to approve the financial statement. The motion was carried by unanimous voice vote.

1. Ms Vickie Case, Cook & Morehart CPA Firm will report results of the audit for the Town of Greenwood Fiscal year ending June 30, 2023

Ms Case gave the audit results and indicated that overall it was a good audit. There was one audit finding which was an internal control check and balance, the town has made the recommended changes from the auditors.

2. ORDINANCE No. 13 of 2023

TITLE: AN ORDINANCE, GRANTING UNTO SOUTHWESTERN ELECTRIC POWER COMPANY, THE RIGHT, PRIVILEGE AND FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN, REPAIR, RECONSTRUCT, REMOVE AND OPERATE A SYSTEM OF ELECTRIC POWER LINES, WIRES, TRANSFORMERS, COMMUNICATION CABLES AND OTHER RELATED AND NECESSARY OR DESIRABLE APPURTENANCES IN, UNDER, OVER, ACROSS, THROUGH AND ALONG ANY AND ALL OF THE PRESENT AND FUTURE STREETS, AVENUES, ALLEYS, THOROUGHFARES, ROADS, HIGHWAYS, SIDEWALKS, BRIDGES AND PUBLIC GROUNDS AND PUBLIC PLACES OF THE TOWN OF GREENWOOD, LOUISIANA, FOR THE PURPOSE OF TRANSMITTING AND DISTRIBUTING ELECTRIC POWER TO THE TOWN AND ITS INHABITANTS AND ANY OTHER PERSON OR PERSONS, FIRMS AND CORPORATIONS FOR TWENTY-FIVE YEARS; REGULATING THE USE OF STREETS BY THE COMPANY AND REPAIR AND RESTORATION OF THE STREETS DISTURBED BY CONSTRUCTION; PROVIDING FOR COMPENSATION TO BE PAID TO THE TOWN; PROVIDING THAT THIS FRANCHISE SHALL NOT BE EXCLUSIVE; PROVIDING THE COMPANY'S OBLIGATIONS TO FURNISH EFFICIENT SERVICE; PROVIDING FOR INDEMNITY BY THE COMPANY TO THE TOWN; PROVIDING FOR CONDITIONAL FORFEITURE IN EVENT OF DEFAULT BY THE COMPANY; MAKING MISCELLANEOUS PROVISIONS RELATIVE TO THIS GRANT OF FRANCHISE; PROVIDING FOR ACCEPTANCE BY COMPANY; PROVIDING A SEVERABILITY CLAUSE

Clerk.

T Gaar read the Ordinance by title and Mayor Edwardes read a message from Mr Michael Corbin, AEP SWEPCO Representative and then called for discussion/questions. A motion was made by Alderman Davis to approve with the amendment of twenty-five years to reflect ten years. BE IT ORDAINED by the Council of the Town of Greenwood, Louisiana, in due, regular, and legal session convened:

ARTICLE I

That, as used in this Ordinance, the following terms shall be defined, to-wit:

- (a) The word "Town" as used in this Ordinance shall mean the incorporated Town of Greenwood, Caddo Parish, Louisiana.
- (b) The word "Grantee" as used in this Ordinance shall mean Southwestern Electric Power Company, a corporation, its successors and assigns.
- (c) The word "Council" as used in this Ordinance shall mean the present Town Council of the Town of Greenwood, Louisiana and its successors elected as provided by the Town Charter of Greenwood, Louisiana.

- (d) The word “Public Right(s) of Way” as used in this Ordinance shall mean the streets, roads, alleys, avenues, sidewalks, bridges, public grounds and public places of the Town of Greenwood, Louisiana.

ARTICLE II

Subject to the terms, conditions and stipulations set forth in this Ordinance, a franchise is hereby granted wherein Grantee shall have the right to sell, distribute and transmit electric energy in, through and beyond the Town of Greenwood, Caddo Parish, Louisiana (within the limits thereof, as same may now or hereafter lawfully exist), including the right to erect, maintain, operate, repair, remove and replace poles, wires, conduits, transformers, communication facilities and cables and other related equipment and necessary or desirable appurtenances and to license or lease space on or within Grantee’s poles, conduits and appurtenant facilities for the attachment of third party facilities required or authorized under applicable law in, over, under and through any Public Rights of Way.

ARTICLE III

This Ordinance and rights granted herein shall take effect and continue in full force and effect for a period of ten (10) years, commencing October, 2023 Grantee shall file its written acceptance of the terms and conditions hereof within ten (10) days after the final passage of this Ordinance.

ARTICLE IV

In consideration for the rights and privileges herein granted, Grantee shall pay to the Town an annual amount of money equal to four percent (4%) of the gross receipts of Grantee derived by it from the distribution and sale of all electricity and electric current to residential, commercial and industrial customers within the corporate limits of the Town, during the term of this franchise, to be paid quarterly by or before the first day of February, the first day of May, the first day of August and the first day of November of each year for the three-month periods ending respectively on December 31, March 31, June 30 and September 30, next preceding. The compensation set forth in this paragraph shall be paid in lieu of any license, charge, fee, street or alley rental or other character of charge for the use and occupation of the Public Rights of Way.

The Town shall notify Grantee in writing of newly annexed and de-annexed areas. The notice shall include the ordinance number authorizing the action and an appropriate map identifying the areas affected by such annexation or de-annexation. Grantee shall have no responsibility for commencing payments to the Town for revenue collected in newly annexed areas until it shall have received the Town’s notification. Upon the Town’s notification and starting the 91st day after receipt of such notice, Grantee will commence payments to the Town for revenue collected in each newly annexed area and will make any appropriate adjustments in payments made for revenues collected in such de-annexed areas after de-annexation. Payments for revenues collected in newly annexed areas and adjustments for over payments in de-annexed areas shall be made effective back to the date of the authorizing ordinance.

ARTICLE V

During the period of the franchise herein granted, the Grantee shall furnish to the Town a report generated by Grantee along with the payments as herein set out showing the gross receipts of Grantee derived by it from the distribution and sale of electricity to residential, commercial and industrial customers within the corporate limits of the Town for the three-month period ending respectively on December 31, March 31, June 30 and September 30, next preceding.

ARTICLE VI

Upon request of the Town, Grantee shall make available at Grantee’s offices any and all records, accounts and books for inspection relative to the gross receipts of Grantee within the corporate limits of the Town of Greenwood, Louisiana, subject to privacy laws and the rules, regulations and jurisdiction of the Louisiana Public Service Commission. Grantee agrees to maintain all records supporting and relative to such payments for a period of not less than three (3) years following payment.

ARTICLE VII

All poles, wires, conduits and other equipment and appurtenances shall be erected and placed in accord with appropriate industry standards and specifications and in such places and in such manner as not to unreasonably interfere with public travel and other public uses of Public Rights of Way.

ARTICLE VIII

The Town hereby grants to Grantee permission to cut, trim, treat and dispose of trees and other vegetation upon and overhanging Public Rights of Way in the vicinity of Grantee’s electric facilities where such trees and other

vegetation, in Grantee's reasonable opinion, constitute a hazard to Grantee's personnel or facilities or the provision of continuous electric service.

ARTICLE IX

Unless otherwise provided for herein, all notices or other communications required or permitted hereunder shall be made in writing and may be delivered by: (i) hand delivery; (ii) United States overnight registered or certified mail; (iii) overnight carrier service; or (iv) facsimile to the addresses set forth below. Notice by facsimile or hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a business day and, otherwise, shall be effective at the close of business on the next business day. Notice by overnight United States mail or courier shall be effective on the next business day after it was sent. Notice by United States registered or certified mail (other than overnight mail) shall be effective upon delivery or refusal to accept delivery. A party may change its address or any contact information upon written notice to the other party pursuant to the terms hereof.

If to Town	:	<u>Greenwood City Hall</u> <u>9381 Greenwood Road.</u> <u>Greenwood, Louisiana 71033</u>
If to Grantee	:	<u>Manager, External Affairs</u> <u>Southwestern Electric Power Company</u> <u>428 Travis Street</u> <u>Shreveport, LA 71101</u>
With Copy to	:	<u>Wilkinson Carmody & Gilliam</u> <u>400 Travis Street, Suite 1700</u> <u>Shreveport, LA 71101</u>

ARTICLE X

The Town and Grantee are entering into this franchise solely for their own benefit and nothing herein shall be considered to confer any rights, privilege or benefit on any person or entity other than the Town and Grantee. No action may be commenced or presented against any party by any third party claiming as a third party beneficiary of this franchise agreement. The franchise agreement shall not release or discharge any obligation or liability of any third party to either party.

ARTICLE XI

The Town agrees to maintain the confidentiality of any information provided by the Grantee on a confidential basis or marked as confidential, as required by the Federal Critical Infrastructure Information Act and subject to the rules, regulations and jurisdiction of the Louisiana Public Service Commission. The Town shall not be liable to Grantee for the release of any information the Town is required by law to release.

ARTICLE XII

All the construction and other work, including reconstruction, maintenance, repair or removal of Grantee's system shall be subject to and in conformity with the ordinances, rules, laws and regulations now in force or that may hereafter be approved or adopted by the Town, provided that such ordinances, rules, laws and regulations shall not be in conflict or inconsistent with the express terms and conditions of this franchise and shall not conflict with the laws of the State of Louisiana or the laws of the United States of America.

ARTICLE XIII

Grantee, in laying, constructing, adjusting and repairing its electric lines, shall not unreasonably interfere with any water lines, sewer lines, conduits, or other pipe lines or supply lines, or with any public or private drain in any street or alley, except with the consent and under the direction of the Mayor or his duly authorized agent(s). This provision shall not apply when emergency conditions exist, with those conditions to include natural disasters, equipment failures or outages and similar circumstances.

Whenever the Town shall conclude to make any street or other improvements in which the electric lines of Grantee exist, Grantee shall, in advance of such improvement and at Grantee's own expense, be required to relocate such electric lines to an alternate location provided by the Town. The Grantee shall be given reasonable notice of the intention of the Town to pave or make such improvements and reasonable time under the circumstances to relocate its facilities.

ARTICLE XIV

Grantee shall indemnify, save and hold harmless the Town from any and all claims, demands or causes of action for injuries and damages to persons and property, occasioned by or arising out of the construction, renewing,

maintenance, operation, removal, adjustment or repair of said Grantee's electrical system, or by virtue of Grantee conducting such business in Public Rights of Way. This duty to hold harmless and indemnify shall run in favor of the Town, its officials, officers, agents and employees. It shall include the duty to investigate any claim, to defend any lawsuit including actions for injunctive relief and to reimburse the Town, its officials, officers, agents and employees under the terms of this Article on indemnification for any sums of money that it or they are or might become legally obligated to pay to others. This indemnity does not extend to claims arising from the gross negligence or intentional conduct of the Town, its officials, officers, agents and employees.

ARTICLE XV

Grantee, in the construction, reconstruction or adjustment of its system, shall not take up or excavate any pavement or street, alley or other public place at any time without first securing permission and approval from the Town; and providing further that, in every case where possible, Grantee shall, in the construction, reconstruction or adjustment of its system, bore beneath paved streets, curbs and sidewalks instead of cutting them; and where any such cutting or excavation of streets, alleys or public ways shall be necessary, Grantee shall, at Grantee's own expense, repair and replace same according to standards and specifications of the Town; and provided that, when practicable, lines shall be placed in alleys instead of streets and that, should Grantee fail or refuse, as required above, to properly restore and replace such pavements, sidewalks and excavations within a reasonable time after the completion of such work, then the same may be replaced and restored by the Town at the expense of said Grantee, and including reasonable attorney's fees and court costs that the Town may incur in securing a judgment for breach thereof.

The Grantee shall, on request of any person holding a moving permit issued by the Town, subject to applicable regulatory requirements and system operating conditions, temporarily move its wires or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid, in advance, by the person requesting same, and the Grantee shall be given reasonable advanced written notice to arrange for such temporary relocation.

ARTICLE XVI

Nothing herein contained shall ever be held or considered as conferring upon Grantee, or its successors and assigns, any exclusive rights or privileges of any nature whatsoever.

ARTICLE XVII

Grantee shall not at any time sell or assign its rights and privileges under this Ordinance to any other person, firm or corporation or surrender management control without the prior approval of the Town, which approval shall not be unreasonably withheld, conditioned or delayed. Approval shall be deemed granted in the event Grantee provides written notice and the Town fails to respond and provide written notice as provided in Article IX above. Further, the Grantee may, without consent of the Town, assign, sell and transfer the franchise to its parent, affiliates, or subsidiaries of its parent. Grantee (or its assign) may, also without Town's consent, assign, pledge, mortgage or transfer the rights and privileges under this franchise to any lender of Grantee (or such assign).

ARTICLE XVIII

The Town may at any time declare a conditional forfeiture of this grant for a continuing violation by Grantee of any of the substantial terms hereof. In such event, the Town shall give written notice, specifying all grounds on which forfeiture is claimed, by registered mail, addressed and delivered to Grantee, to the attention of its president. The Grantee shall have sixty (60) days after receipt of such notice within which to discontinue said alleged violation, or to file suit in a court of competent jurisdiction for adjudication or declaration of the rights of the parties with respect to the forfeiture of the franchise. No forfeitures shall be effective until and unless, (1) the Grantee shall have continued such violation or violations for more than sixty (60) days after receipt of such written notice from the Town without filing suit; or (2) Grantee shall have continued such violation or violations for more than sixty (60) days (or such longer period as the court in its discretion shall allow) after the entry or affirmation in a court of last resort of a final judgment finding and establishing the existence of such violation or violations, and that such violation or violations are sufficiently substantial to warrant forfeiture, and decreeing forfeiture as a consequence thereof. The Grantee shall not in any event be deemed to be in default of performance of any provisions of this grant, nor shall any forfeiture be invoked for violation or violations for failure to perform any provision hereunder when due to shortages of materials, supplies and equipment beyond the control of the Grantee, or to fires, strikes, riots, storms, floods, wars or other casualties, or to governmental regulations, limitations or restrictions as to the use or availability of materials, supplies or equipment or as to the use of the service, or to unforeseen or unusual demands for service, or for any other cause not reasonably or practicably within the control of the Grantee.

ARTICLE XIX

Grantee shall provide, upon reasonable notice, on a project-by-project basis, such available maps, plats and/or drawings as the Town may request which depict the location of all electric power lines, poles and other facilities used for the generation and distribution of electricity within the Public Rights of Way. As to any such maps, plats and drawings so provided, Grantee does not warrant the accuracy thereof and to the extent the locations of the facilities

are shown, such facilities are shown in their approximate locations. Any such information with respect to the location of Grantee's facilities shall be used by the Town solely for management of the Public Rights of Way. The Town shall take all prudent steps required by applicable law to prevent disclosure, reproduction or dissemination of such maps, plats, drawings and/or any other information specifically marked as confidential to any unauthorized third party, without the prior express written consent of Grantee.

ARTICLE XX

Grantee shall not in its service facilities, rules, regulations or in any other respect, make or grant preference or advantages to any user or potential user of its system, nor subject any person to any prejudice or disadvantage, subject to the applicable regulations of the Louisiana Public Service Commission.

BE IT FURTHER ORDAINED that all ordinances, resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed as of October 31, 2023.

BE IT FURTHER ORDAINED that if any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this ordinance which can be given effect without the invalid provisions, items or applications and to this end, the provisions of this ordinance are hereby declared severable.

BE IT FURTHER ORDAINED that the Town of Greenwood is hereby authorized to execute on behalf of the Town of Greenwood this franchise agreement ordinance.

First Reading: December 27, 2023- Introduced and read by title and approved as read and set for Public Hearing on January 23, 2024 on motion by Alderman Davis, seconded by Alderman Turk.

Second Reading: January 23, 2024 - Having been approved on the first reading on December 27, 2023 and after publication of notice and a public hearing, was read by title, with motion to approve as read by Alderman Davis, seconded by Alderman Larsen

YEAS: (4) Robinson, Turk, Davis, Larsen
NAYS: (0)
ABSENT: (1) Doughty
ABSTAIN: (0)

THUS DONE, ORDAINED AND ESTABLISHED by the Board of Aldermen of the Town of Greenwood, Louisiana, at a meeting of said public body, duly held and conducted on January 23, 2024 in the Municipal Complex for the Town of Greenwood.

Veronica Brown LCMC, Town Clerk

Staff Reports: Chief Gibson stated that there was no use of force incident in the month of December. The PD is currently in the process of hiring an additional part time officer. Also, the newly hired officer that entered into the academy has resigned

Mr David Kerley, Representative Caddo Fire District #3, gave a report on the 2023 Financial status of the fire district and improvements to come in 2024

Mayor Report: In the absence of Chase, Utilities Manager, the Mayor gave updates on the Water/Sewer Departments. Also, the Mayor shared information on the preparations that the utility employees did to prepare for the cold weather that just came through the area.

Alderman Robinson advised the Board that the NWLA Lions Club would like to establish a Chapter in Greenwood. There will be an informational meeting on January 30th at 6:00 pm to be held at New Greenwood Baptist Church

Town Attorney Report: Ms. McKay gave updates on the pending legal issues for the town

- 1) 4 complaints were filed with the Attorney General concerning the Community Meetings that are being held quarterly, questioning the Open Meeting Laws. The response should be forthcoming soon
- 2) 3 lawsuits- One lawsuit in regards to tax sale and two lawsuits in regards to the Police Department Personnel

Adjourn

There being no further business, a motion was made by Alderman Robinson and seconded by Alderman Davis the meeting was adjourned at 6:48 pm. Next meeting to be held on Thursday, February 22, 2024 @ 6:00 p.m. for the Work Session of the Board of Aldermen and Tuesday, February 27, 2024 at 6:00 pm Regular Session Meeting of the Board of Alderman. All meetings held in the Town Hall Chambers.

s/s Veronica Brown LCMC, Town Clerk

s/s Brad Edwardes, Mayor

STATE OF LOUISIANA

PARISH OF CADDO

I, THE UNDERSIGNED Town Clerk of the Town of Greenwood, do hereby certify that the foregoing is a true copy of the minutes of the Public Hearing & Regular Session of the Mayor and Board of Aldermen of the Town of Greenwood for January 23, 2024

This the 25th day of January, 2024

s/s Veronica Brown LCMC, Town Clerk