

**REGULAR MEETING
FEBRUARY 12, 2020
6:30 P.M.**

The Mayor and Councilmen of the Town of Jean Lafitte met in a Regular Meeting with the following members present: Councilman Bartholomew, Councilman Creppel, Councilman Guillie, Councilman LeBeau and Councilman Smith.

On a motion by Councilman Smith and seconded by Councilman Creppel the following was offered:

A motion to accept minutes of the Regular Meeting of January 8, 2020.

YEAS: 5

NAYS: 0

ABSENT: 0

The Mayor and Councilmen were given budget to actual comparisons.

Mayor Timothy Kerner Jr. addressed the Council and public about the current projects and initiatives being pursued and important issues facing the town.

ORDINANCE #501

On a motion by Councilman Guillie and seconded by Councilman Smith the following ordinance was adopted:

ORDINANCE OF THE TOWN OF JEAN LAFITTE, LOUISIANA, GRANTING TO ATMOS ENERGY CORPORATION (A TEXAS AND VIRGINIA CORPORATION WITH ITS PRINCIPAL OFFICE IN THE CITY OF DALLAS, DALLAS COUNTY, TEXAS) AND ITS SUCCESSORS AND ASSIGNS THE FRANCHISE AND RIGHTS TO CONDUCT IN SUCH TOWN THE BUSINESS OF ACQUIRING, MAINTAINING, CONSTRUCTING, LAYING, REPAIRING, REMOVING, REPLACING, INSTALLING, OPERATING, AND DISPOSING OF A GAS SYSTEM FOR THE SALE, TRANSPORTATION, AND DISTRIBUTION OF NATURAL GAS WITHIN AND BEYOND THE MUNICIPAL BOUNDARIES OF THE TOWN AND TO THE RESIDENTS AND BUSINESSES LOCATED THEREIN FOR LIGHT, HEAT, POWER, AND ANY OTHER PURPOSES AND THE RIGHT TO USE THE PRESENT AND FUTURE STREETS, ROADS, HIGHWAYS, ALLEYS, BRIDGES, PUBLIC WAYS, AND IMMOVABLE PROPERTY IN SUCH TOWN AND OWNED OR CONTROLLED BY SUCH TOWN FOR SUCH PURPOSES; PRESCRIBING THE TERMS AND CONDITIONS TO WHICH SUCH FRANCHISE AND RIGHTS ARE SUBJECT; AND PRESCRIBING THE TERM OF SUCH FRANCHISE AND RIGHTS.

BE IT ORDAINED by the Mayor and City Council of the TOWN OF JEAN LAFITTE, LOUISIANA (hereinafter referred to as the "Town") that, subject to the terms and conditions hereinafter set forth, ATMOS ENERGY CORPORATION, a Texas and Virginia corporation with its principal office in the City of Dallas, Dallas County, Texas (hereinafter referred to as "Atmos"), be, and hereby is, granted the non-exclusive franchise and rights to conduct in the town the business of acquiring (by purchase, lease, or otherwise), maintaining, constructing, laying, repairing, removing, replacing, installing, operating, and disposing of (by sale, lease, or otherwise) a Gas System, hereinafter defined, for the sale, transportation, and distribution of natural gas within and beyond the municipal boundaries of the town and to the residents and business located therein for light, heat, power, and any other purpose during the term set forth below. Such franchise and rights shall include, but not be limited to, the right to use the present and future

streets, roads, highways, alleys, bridges, public ways, and other immovable property owned by or under the control of the town for purposes of maintaining, constructing, laying, repairing, removing, replacing, installing, and operating any and all components of the Gas System, together with access, at all times and from time to time, to such streets, roads, highways, alleys, bridges, public ways, and other immovable property during the term hereof.

ARTICLE I

DEFINITIONS

For purposes of this Ordinance, the following terms shall have the meanings set forth below:

Section 1.1. Gas System. The term “Gas System” shall mean any and all pipelines, as hereinafter defined, regulators, meters, valves, compressors, anti-corrosion items, facilities, structures, machinery, equipment, and appurtenances of any kind that Atmos, in its sole discretion, may deem necessary or advisable for the exercise of the franchise and rights granted to Atmos herein.

Section 1.2. Pipelines. The term “pipelines” shall mean any and all above-ground and below-ground pipes, including but not limited to, mains, distribution lines, secondary lines, laterals, and other pipes, that have been, are being, or are intended to be used at any time in, or in connection with, the sale, transportation, or distribution of natural gas within and beyond the Town limits.

ARTICLE II

TERM

Section 2.1. Term. The term of the franchise and rights hereby granted to Atmos shall be for a period of ten (10) years, commencing on the later of (i) thirty (30) days after the date of publication of this Ordinance in accordance with law or (ii) the expiration of the franchise held by Atmos immediately preceding this franchise.

ARTICLE III

GRANT OF SPECIFIC RIGHTS TO ATMOS ENERGY

In addition to the franchise and rights granted herein to Atmos, the town acknowledges that Atmos has, and hereby grants to Atmos, the following rights and powers:

Section 3.1. Reconnection Charges. In addition to any and all other proper charges, Atmos may charge and collect from any consumer whose service has been discontinued by Atmos a reasonable reconnection fee or similar charge for recommencing service to such consumer.

Section 3.2. Adoption of Rules. From time to time during the term hereof, Atmos may, subject to any and all valid and applicable statutes, ordinances, rules, and regulations of any federal or state governmental authority or agency, make and enforce reasonable rules pertaining

to Atmos' business and operations, including, but not limited to, requiring payment on or before a specified day each month for all services furnished during the preceding month with the right to disconnect and discontinue service to delinquents.

Section 3.3. Removal of Gas System. Atmos may remove all or any portion of the Gas System upon the expiration or termination of the franchise and rights granted hereby.

Section 3.4. Right of Use. Atmos is hereby specifically granted a right of use on all present and future streets, roads, highways, alleys, bridges, public ways, and other immovable property owned by or under the control of the Town for purposes of maintaining, constructing, laying, repairing, replacing, installing, and operating any and all components of the Gas System, together with access, at all times and from time to time, to such streets, roads, highways, alleys, bridges, public ways, and other immovable property during the term hereof.

ARTICLE IV

OBLIGATIONS OF ATMOS

Section 4.1 Franchise Fee.

- (a) As consideration for the grant of the franchise and rights herein and for the use by Atmos of the streets, roads, highways, alleys, bridges, public ways, and other immovable property owned or controlled by the Town, Atmos shall pay to the Town, within thirty (30) days after the end of each calendar quarter, a franchise fee equal to two percent (2) of Atmos' gross receipts derived from the sale, transportation, and distribution by Atmos of natural gas at retail to residential and commercial consumers located within the Town limits during the preceding calendar quarter.
- (b) The franchise fee, together with any and all charges of the Town for water, sewage, and garbage services provided by the Town to Atmos, any and all sales taxes collected by Atmos, and any and all ad valorem taxes assessed by the Town against Atmos' property, shall constitute the only amounts for which Atmos shall be obligated to pay to the Town and shall be in lieu of any and all other costs, levies, assessments, fees, or other amounts, of any kind whatsoever, that the Town, currently or in the future, may charge Atmos or assess against Atmos' property.

Section 4.2. No Obstruction of Public Property. Atmos shall not unnecessarily or for any unreasonable period of time obstruct or interfere with the public use of any of the streets, roads, highways, alleys, bridges, public ways, or other immovable property owned or controlled by the Town.

Section 4.3. Repair of Damages. Atmos shall repair any and all damages caused solely by Atmos to any streets, roads, highways, alleys, bridges, public ways, or other immovable

property owned or controlled by the Town and shall restore, as nearly as practicable, such property to substantially its condition immediately prior to the incident causing such damage. Atmos shall commence such repairs immediately upon completion of the work or activity in which Atmos was involved at the time the damage occurred and shall complete such repairs as promptly as possible.

Section 4.4. Conduct of Work and Activities. Atmos shall use reasonable care in conducting its work and activities in order to prevent injury to any person and unnecessary damage to any immovable or personal property.

Section 4.5. Extension of Gas System. Atmos shall, at its sole expense, extend its Gas System in order to serve additional consumers in accordance with the Standard Terms and Conditions for Natural Gas Service as now approved or as may hereafter be approved by the Louisiana Public Service Commission.

Section 4.6. Service to New Areas. If during the term of this franchise the boundaries of the Town are expanded, the Town will promptly notify Atmos in writing of any geographic areas annexed by the Town during the term hereof ("Annexation Notice"). Any such Annexation Notice shall be sent to Atmos by certified mail, return receipt requested, and shall contain the effective date of the annexation, maps showing the annexed area and such other information as Atmos may reasonably require in ascertaining whether there exist any customers of Atmos receiving natural gas service in said annexed area. To the extent there are such Atmos customers therein, then the gross revenues of Atmos derived from the sale and distribution of natural gas to such customers shall become subject to the franchise fee provisions hereof effective on the first day of Atmos' billing cycle immediately following Atmos' receipt of the Annexation Notice. The failure by the Town to advise Atmos in writing through proper Annexation Notice of any geographic areas which are annexed by the Town shall relieve Atmos from any obligation to remit any franchise fees to Town based upon gross revenues derived by Atmos from the sale and distribution of natural gas to customers within the annexed area until Town delivers an Annexation Notice to Atmos in accordance with the terms hereof.

ARTICLE V

GENERAL PROVISIONS

Section 5.1. Force Majeure. Notwithstanding anything expressly or impliedly to the contrary contained herein, in the event Atmos is prevented, wholly or partially, from complying with any obligation or undertaking contained herein by reason of any event of force majeure, then, while so prevented, compliance with such obligations or undertakings shall be suspended. The term "force majeure," as used herein, shall mean any cause not reasonably within Atmos' control

and includes, but is not limited to, acts of God, strikes, lock-outs, wars, terrorism, riots, orders or decrees of any lawfully constituted federal, state, or local body, contagions or contaminations hazardous to human life or health, fires, storms, floods, wash-outs, explosions, breakages or accidents to machinery or lines of pipe, inability to obtain or the delay in obtaining rights-of-way, materials, supplies, or labor permits, temporary failures of gas supply, or necessary repair, maintenance, or replacement of facilities used in the performance of the obligations contained in this Ordinance.

Section 5.2. Amendments. This Ordinance and the franchise and rights granted herein may be amended only by written agreement of the Town and Atmos to such amendment.

Section 5.3. Repeal of Conflicting Ordinances. All other ordinances of the Town or portions thereof that are in conflict or inconsistent with any of the terms or provisions of this Ordinance are hereby repealed to the extent of such conflict or inconsistency.

Section 5.4. Severability. In the event any part of this Ordinance is determined to be invalid or illegal for any reason whatsoever, such invalidity or illegality shall not affect the validity or legality of this Ordinance as a whole or of any parts hereof.

Section 5.5. Binding Effect. This Ordinance shall extend to, be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

Section 5.6. Section and Other Headings. The section and other headings contained in this Ordinance are for reference purposes only and shall not affect in any way the meaning or interpretation of this Ordinance. The ordinance having been so offered was submitted to a vote as a whole and adopted by the Mayor and City Council of Jean Lafitte, Louisiana by the following vote:

Yeas: 5	Nays: 0	Absent: 0
Councilman Bartholomew		
Councilman Creppel		
Councilman Guillie		
Councilman LeBeau		
Councilman Smith		

SUMMARY ZONING ORDINANCE #39

On a motion by Councilman Smith the following ordinance was offered:

An ordinance granting a variance to 1982 Plantation Street, Lot 14, Square 2, Willie Mae Dolan Subdivision,

WHEREAS, Joseph Toups and Heather Boudreaux are the owners of said lot,

WHEREAS, the owners desire to construction a home with side yards of five (5) feet,

RESOLUTION # 2143

On a motion by Councilman Smith and seconded by Councilman LeBeau the following resolution was adopted:

