

MINUTES OF A REGULAR MEETING OF THE MAYOR AND COUNCIL OF THE CITY OF GONZALES, STATE OF LOUISIANA TAKEN ON APRIL 9, 2018, 5:30 P.M. AT CITY HALL, 120 S. IRMA BLVD.

MEMBERS PRESENT:

Mayor Barney Arceneaux
Councilman Neal Bourque
Councilman David Guitreau

Councilman Kirk Boudreaux
Councilman Harold Stewart
Councilman Tyler Turner

MEMBERS ABSENT: NONE

ALSO PRESENT:

Scot Byrd, City Clerk
Lisa Babin, Administrative Secretary
Resa Tureau, Finance Director

Erin Lanoux, City Attorney
Sherman Jackson, Chief of Police

Motion by Councilman Kirk Boudreaux, seconded by Councilman Tyler Turner to approve the Council Meeting Minutes, taken March 19, 2018.

YEAS: Councilman Neal Bourque, Councilman David Guitreau, Councilman Kirk Boudreaux,
Councilman Harold Stewart, Councilman Tyler Turner

NAYS: NONE

ABSENT: NONE

Motion by Councilman Harold Stewart, seconded by Councilman Kirk Boudreaux to approve the Council Meeting Minutes, taken March 23, 2018.

YEAS: Councilman Neal Bourque, Councilman David Guitreau, Councilman Kirk Boudreaux,
Councilman Harold Stewart, Councilman Tyler Turner

NAYS: NONE

ABSENT: NONE

Motion by Councilman Kirk Boudreaux, seconded by Councilman Harold Stewart to accept the Recommendation of the Planning Commission to approve the preliminary Plat for the Reserve at Conway Phase 2 as shown on a map by Barry Bleicher, P.E., dated March 6, 2018.

YEAS: Councilman Neal Bourque, Councilman David Guitreau, Councilman Kirk Boudreaux,
Councilman Harold Stewart, Councilman Tyler Turner

NAYS: NONE

ABSENT: NONE

Motion by Councilman Harold Stewart, seconded by Councilman David Guitreau to approve a Special Event Permit request of Mr. Felix Diaz with Church of God MI for use of the Jambalaya Park Amphitheater for a Gospel Concert to be held on June 2, 2018 from 9:00 AM-6PM.

YEAS: Councilman Neal Bourque, Councilman David Guitreau, Councilman Kirk Boudreaux,
Councilman Harold Stewart, Councilman Tyler Turner

NAYS: NONE

ABSENT: NONE

Motion by Councilman Kirk Boudreaux, seconded by Councilman Harold Stewart to approve the recommendation of the Planning and Zoning Commission to appoint Scott Hughes to the Planning and Zoning Commission, effective April 30, 2018.

YEAS: Councilman Neal Bourque, Councilman David Guitreau, Councilman Kirk Boudreaux,
Councilman Harold Stewart, Councilman Tyler Turner

NAYS: NONE

ABSENT: NONE

Final vote on Ordinance No. 4050:

AN ORDINANCE AMENDING THE CODE OF ORDINANCE
CHAPTER 19. TRAFFIC AND MOTOR VEHICLES* **ARTICLE II.**
PARKING, STOPPING AND STANDING DIVISION 1.
GENERALLY (ADD) SEC. 19-39 TO READ:

BE IT ORDAINED, by the Mayor and Councilman of the City of Gonzales, Louisiana:
That the Code of Ordinance of the City of Gonzales be hereby amended to read:

Chapter 19. TRAFFIC AND MOTOR VEHICLES*

Article II. Parking, Stopping and Standing

Division 1. Generally

(ADD) Sec. 19-39 to read:

Section 19-39 – Off-street Parking in Residential Areas

(1) Purpose

The purpose of this Article of the Gonzales City Code is to control, through nuisance and zoning regulations, certain land uses and activities that have a direct and detrimental effect on the character of the City's residential neighborhoods. As such, the Gonzales City Council finds that, in order to accommodate the off-street parking needs of residents while protecting the interests of the public, regulations and performance standards are desirable and necessary for off street parking areas in residential zoning districts.

(2) Findings

To the purposes listed above, the Gonzales City Council finds that the use and possession of vehicles are an important factor in the lives of many residents of Gonzales. The city council also finds that the number of vehicles, the improper storage of vehicles and the parking of and storage of excessive numbers of vehicles can be a nuisance and can affect the neighborhood character as well as the public health, safety and welfare, property values and the reasonable use and enjoyment of neighboring properties. The city council further finds that the establishment of these regulations furthers the goals in the Gonzales Comprehensive Plan relative to the establishment and enhancement of residential neighborhoods and similar goals. In making these findings, the city council accepts the recommendations of city staff and the planning commission that have studied the experiences of other suburban cities that have reviewed and regulated off-street parking in residential areas. The Gonzales City Council establishes these regulations as a means to balance the interests of the owners of vehicles, nearby residents and the public.

(3) Goals

The city council's goals in adopting this ordinance include the following:

- a. Preserving neighborhood character, public health, safety and welfare and property values.
- b. Allowing all residents a reasonable use of and a chance to enjoy their property.
- c. Minimizing the nuisances and the adverse effects of off-street vehicle parking through careful site design standards.
- d. Requiring the owners and builders of residential driveways and parking areas to design and build them to reasonable standards.
- e. Avoiding nuisances and potential damage to adjacent properties from off-street vehicle parking and parking areas through design standards and setback requirements.

(4) Off-Street Parking Standards for Single and Two-Family Dwellings

The following standards shall apply to off-street parking for single and two-family residential properties in the R-6, R-8, R-10, R-15 zoning districts:

- a. Vehicle parking in the front yard setback area (the area between the front of the residential structure and the street right-of-way line) of single and two-family residences shall only be on a hard surface driveway or on improved and designated parking areas. Such a hard surface shall include bituminous, concrete, brick, gravel or crushed rock or another hard surface approved by city staff, constructed to a depth sufficient to distribute the weight of a vehicle or equipment over such area to preclude deterioration and deflection of the area due vehicle or equipment load, adverse weather, or other conditions.
- b. Vehicle or equipment means and includes any motor vehicle, truck, passenger motor vehicle, motor home, camper cabin, motorcycle, trailer, boat, farm machinery or similar equipment.
- c. The city prohibits vehicle parking or storage in the front yard on grass, unimproved areas or areas without a hard surface.
- d. Driveways and parking areas shall preferably be at least five feet from a side property line, but no less than one foot from a side property line and parking areas may cross, but shall not otherwise be in any right-of-way or on other public property.

e. No owner or operator shall park a vehicle that would block a sidewalk.

f. All vehicles parked or stored outside on a residential property shall not be abandoned (as defined in Chapter 19, Division 2), shall have a current license and registration and shall be in operable condition.

g. The total area in the front yard setback area of a single dwelling lot improved for parking and driveway purposes shall not exceed forty (40) percent of the front yard setback area. The total area in the front yard setback area of a duplex or double-dwelling lot improved for parking and driveway purposes shall not exceed fifty (50) percent of the front yard setback area.

h. The city may in limited circumstances approve an increase in front yard driveway coverage, a different driveway setback or a different coverage, a different driveway setback or a different driveway surface for a single or double dwelling by administrative review. As part of such approval, the city may require the property owner or applicant to add screening such as a privacy fences, additional landscaping or other means of screening next to or around the parking area or driveway, subject to inspection and approval of city staff. Any permit considered for an increase in driveway coverage must be consistent with the original architectural design intent for the residence and keeping with the overall characteristics of the surrounding community.

(5) Offense

It shall be an offense for any person to park or to cause, suffer or permit the parking of a vehicle or equipment on any surface that is not an improved surface as defined in this ordinance, within any front or side yard of a single-family residence in a residential area subject to this section. It is presumed that the registered owner of the vehicle or equipment is the person who parked, caused, suffered or permitted the vehicle or equipment to be parked in violation of this ordinance.

The provisions of this ordinance shall not apply to special events such as family gatherings or parties. This exception is limited to 12 hours.

(6) Penalty

Any person who violates any provision of this article shall be guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine not to exceed \$150.00. Each day of violation of this article shall constitute a separate offense.

The City's goal is compliance. Prohibited parking complaints will be assigned to the City Building Official or his designee. The City Building Official will communicate with the violator/homeowner/resident to educate and explain the violation. They will be given the opportunity to correct the violation and advised that future violations may result in a citation and fine from the Gonzales Police Department. The preferred method to address violations of this ordinance is to contact the City Building Official, NOT calling 911 or the police dispatcher.

YEAS: Councilman Neal Bourque, Councilman David Guitreau, Councilman Kirk Boudreaux,
Councilman Harold Stewart, Councilman Tyler Turner

NAYS: NONE

ABSENT: NONE

Motion by Councilman Kirk Boudreaux, seconded by Councilman Harold Stewart to approve and adopt the amended City of Gonzales Planning Fee Schedule effective May 1, 2018.

YEAS: Councilman Neal Bourque, Councilman David Guitreau, Councilman Kirk Boudreaux,
Councilman Harold Stewart, Councilman Tyler Turner

NAYS: NONE

ABSENT: NONE

Motion by Councilman Kirk Boudreaux, seconded by Councilman Harold Stewart to introduce Ordinance No. 4052:

ORDINANCE OF THE CITY OF GONZALES, 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 CITY 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 CITY 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 CITY AND OWNED OR CONTROLLED BY SUCH CITY 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 CITY OF GONZALES, LOUISIANA (hereinafter referred to as the "City") 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 City 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 City 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 City 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 City 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 twenty (20) 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 City 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 City 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 City, Atmos shall pay to the City, within thirty (30) days after the end of each calendar quarter, a franchise fee equal to three percent (3%) 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 City limits during the preceding calendar quarter.
- (b) The franchise fee, together with any and all charges of the City for water, sewage, and garbage services provided by the City to Atmos, any and all sales taxes collected by Atmos, and any and all ad valorem taxes assessed by the City against Atmos' property, shall constitute the only amounts for which Atmos shall be obligated to pay to the City and shall be in lieu of any and all other costs, levies, assessments, fees, or other amounts, of any kind whatsoever, that the City, 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 City.

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 City 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 City are expanded, the City will promptly notify Atmos in writing of any geographic areas annexed by the City 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 City to advise Atmos in writing through proper Annexation Notice of any geographic areas which are annexed by the City shall relieve Atmos from any obligation to remit any franchise fees to City based upon gross revenues derived by Atmos from the sale and distribution of natural gas to customers within the annexed area until City delivers an Annexation Notice to Atmos in accordance with the terms hereof.

Section 4.7. Indemnification of City.

Atmos shall indemnify, hold harmless, and defend the City from any and all claims for damages arising from or growing out of the exercise of any of the rights and privileges granted to Atmos by this franchise.

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 City and Atmos to such amendment.

Section 5.3. Repeal of Conflicting Ordinances. All other ordinances of the City 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.

Final vote on the foregoing amendment to be taken at the next regular City Council Meeting scheduled for April 23, 2018.

Motion by Councilman Kirk Boudreaux, seconded by Councilman Tyler Turner to introduce Ordinance No. 4053:

AN ORDINANCE AMENDING THE CODE OF ORDINANCE
CHAPTER 25. SIGNS AND BILLBOARDS, SEC. 25-7. SIGNS
PERMITTED IN COMMERCIAL AND BUSINESS ZONES.
(d) *POLITICAL SIGNS*.(DELETE) (4) IN ITS ENTIRETY AND
(CHANGE) (d) (5) TO READ:

BE IT ORDAINED BY Mayor and Councilman of the City of Gonzales, Louisiana:

That the Code of Ordinance be amended as follows:

CHAPTER 25. SIGNS AND BILLBOARDS

SEC. 25-7 **Signs permitted in commercial and business zones.**

(d) *Political signs.*

(Delete) (d) (4) in its entirety.

(Change)

(d)(5) to read:

(d) (4) No political sign shall be erected or displayed in any public right-of-way.

Final vote on the foregoing amendment to be taken at the next regular City Council Meeting scheduled for April 23, 2018.

Motion by Councilman Kirk Boudreaux, seconded by Councilman David Guitreau to introduce Ordinance No. 4054:

AN ORDINANCE AMENDING THE CODE OF ORDINANCE
CHAPTER 13. PARKS AND RECREATION ARTICLE III.
GONZALES CIVIC CENTER (CHANGE) SEC. 13-37. RATES,
CHARGES AND FEES. (CHANGE) SEC 13-39-COLLECTION
OF FEE OR CHARGE. TO READ: (CHANGE) SEC. 13-41. USE
FOR CHARGES NOT SPECIFIED. TO READ: (CHANGE)
SEC. 13-42. USE OF FUNDS. TO READ: (CHANGE) SEC. 13-43.
RULES AND REGULATIONS. TO READ:

BE IT ORDAINED, by the Mayor and Councilmen of the City of Gonzales, Louisiana,

That the Code of Ordinance of the City of Gonzales be hereby amended to Read:

CHAPTER 13. PARKS AND RECREATION*

Article III. Gonzales Civic Center

(Change) Sec. 13-37. -Rates, charges and fees. To read:

Sec. 13-37. - Rates, charges and fees.

(a) The following rates, charges and fees shall apply to the Gonzales Civic Center:

- (1) Lessee ... twelve hundred dollars (\$1200.00).
- (2) Any church or school ... eight hundred dollars (\$800.00).
- (3) There shall be no charge for use of the building for any recreational or similar purpose sponsored by the city or any agent thereof.
- (4) Any publicly announced candidate for any political office may lease the building upon a charge of eight hundred dollars (\$800.00).
- (5) Any nonprofit organization with national, state, or regional affiliation and the Ascension Community Theatre may lease the building upon a charge of eight hundred dollars (\$800.00).
- (6) Any governmental agency or the chamber of commerce shall lease the building for a fee of eight hundred dollars (\$800.00).
- (7) A pre/post event rental fee of 50% of the standard rental fee shall be charged for use of the building on any evening prior to or the morning after a scheduled event. Regular rent rates apply for Friday, and Saturday events.

- (8) A security deposit of three hundred (\$300.00) is required at the time of booking and is refundable fourteen (14) days after the event provided the building is returned in the same condition as when received. If the lessee does not notify the lessor of a cancellation with a period of ninety (90) days of the scheduled event, said deposit will be forfeited unless cancellation is caused by an act of God or other natural disaster.

(b) The above charges include tables and chairs, microphones, utilities and standard clean-up after the event. Excessive cleaning necessitated by the building being returned with excessive trash, debris, and/or otherwise in an unsanitary condition will result in additional charges, with a minimum excess cleaning fee of two hundred dollars (\$200.00).

(c) Access keys can be picked up seven (7) days prior to the event and will be activated at the time the rental period begins. Access keys must be returned to City Hall by 5:00 PM on the first working day after the event. Failure to return the Access keys on time may result in a fee of \$25.00 per key, or the amount will be deducted from the deposit refund.

(d) Lessee is responsible for setting up the tables and chairs prior to the event and returning them to their proper storage location in the same condition as received. If microphones are used, they must be returned to their proper storage location as well. Failure to return tables and chairs to the storage area will result in additional charges, with a minimum fee of two hundred dollars (\$200.00).

(Change) Sec. 13-39. - Collection of fee or charge. To read:

All charges shall be paid no later than fourteen (14) days in advance. Failure to pay fees on time may result in event cancellation and forfeiture of deposit.

(Change) Sec. 13-41. - Use for charges not specified. To read:

For any use of the Gonzales Civic Center, or any portion thereof, not herein specified, the charge or charges therefor shall be fixed by agreement with the manager of the building, subject to the approval of the mayor. Use for charges less than the amounts specified herein can be made only upon prior approval by the mayor.

(Change) Sec. 13-42. -Use of funds. To read:

The funds derived from charges, fees, and all other funds collected for the building shall be used exclusively for paying the operating expenses of the building. Any excess funds may be disbursed only with prior approval of the mayor.

(Change) Sec. 13-43. - Rules and regulations. To read:

The lessee by payment of the fee or charge as per section 13-37 and/or by listing an event or function as per section 13-38 and/or by any actual use of the Gonzales Civic Center does hereby:

- (1) Admit and agree that the premises are in a tenantable condition and agrees that at the end of use of the Gonzales Civic Center he will deliver up and surrender the premises, including the building and all parking lots, in as good condition as when received;
- (2) Designate the end of use to be deemed to be no later than 1:00 a.m., which is strictly enforced.
- (3) Acknowledge that the provisions of section 13-40 prohibit the decoration of the Gonzales Civic Center by any attachments to the walls, light fixtures, ceilings, windows, or any other portion of the building whatsoever; that all decorations must be self-supporting movable objects; and that all such self-supporting movable objects must be prepared at a location other than the Gonzales Civic Center; and that all violations of this policy may result in forfeiture of deposit and/or additional fees assessed;
- (4) Agree to indemnify the city and hold the city harmless from all damages caused by the lessee's acts or neglect, or those of lessee's invitees or licensees, or other persons for whom lessee is responsible; lessee shall forthwith repair such damage at his own expense, and should he/she fail or refuse to make the necessary and adequate repairs therefore within a reasonable time after the occurrence of the damage, the lessor may, at his option, make the necessary and adequate repairs and charge the cost thereof to the lessee, and the lessee shall thereupon reimburse the lessor for the total cost of such repairs;
- (5) Agree that if an attorney is employed to enforce or protect any claim of lessor arising from this lease, lessee shall pay, as the fee of that attorney, an additional sum amounting to twenty-five (25) percent of the amount of the claim, or, if the claim is not for money, then such sums as will constitute a reasonable fee, together with all costs, charges and expenses;
- (6) Acknowledge that these provisions bind lessee and his respective heirs, successors and assigns. All of the terms apply to any persons claiming by or through either party, including, but not limited to, receivers, trustees in bankruptcy and all other persons whomsoever;
- (7) Acknowledge that use of the Gonzales Civic Center for any function open to the public where admission is charged at the door is prohibited;
- (8) Agree that smoking is prohibited in the Gonzales Civic Center;

- (9) Agree that use of the Gonzales Civic Center is limited to individuals residing in Ascension Parish east of the Mississippi River and that proof of residency of lessee must be provided prior to booking with the following documents allowed as proof: valid driver's license, passport, other state issued ID, or utility bill;
- (10) Agree to hire the appropriate security personnel as required by the Gonzales Chief of Police and the building manager;
- (11) Agree that if alcohol is served or consumed on the premises, an alcohol permit will be provided to the City of Gonzales no later than fourteen (14) days prior to the event and law enforcement must be hired by the lessee and approved by the Gonzales Chief of Police;
- (12) Agree that individuals renting the building will provide proper identification and non-profits and other legal entities will provide proof of good standing with the Louisiana Secretary of State's Office and a copy of a Corporate Resolution authorizing the signatory of the lease to sign the lease agreement;
- (13) Agree to provide the City of Gonzales with a copy of a liability insurance certificate providing liability coverage for the planned event in the minimum amount of one million dollars (\$1,000,000) naming the City of Gonzales as an additional insured;
- (14) Acknowledge that fog machines are prohibited, because the sensitivity of the smoke alarm system could cause dispatching Police and Fire resources, with violations resulting in forfeiture of deposit and/or additional fees being assessed;
- (15) Acknowledge that concerts are generally prohibited and exceptions are allowed through the application and approval of a Special Use Permit approved by the City Council;
- (16) Acknowledge that high school graduation, ring night, and other teenage parties are generally discouraged; and
- (17) Agree that if minors are present, the individual or entity renting the building is responsible for providing appropriate adult supervision. Further, under no circumstances shall alcohol be consumed by anyone on the premises who is not of legal age.

Final vote on the foregoing amendment to be taken at the next regular City Council Meeting scheduled for April 23, 2018.

Motion by Councilman Kirk Boudreaux, seconded by Councilman Harold Stewart to support the proposed recommendations of The East Ascension Drainage District for the New River Dredging Project including weir removal within the city, and to hereby agree that current drainage funds will be used to complete the project.

YEAS: Councilman Neal Bourque, Councilman David Guitreau, Councilman Kirk Boudreaux,
Councilman Harold Stewart, Councilman Tyler Turner

NAYS: NONE

ABSENT: NONE

Motion by Councilman Kirk Boudreaux, seconded by Councilman Neal Bourque to approve the recommendation of the City Engineer to proceed with the removal of traffic signals located at the intersections of La. Hwy. 44 and East Ascension Street and La. Hwy. 44 at Railroad Avenue.

YEAS: Councilman Neal Bourque, Councilman David Guitreau, Councilman Kirk Boudreaux,
Councilman Harold Stewart, Councilman Tyler Turner

NAYS: NONE

ABSENT: NONE

There being no further business to come before the City Council and upon a motion duly made and seconded, the meeting was adjourned.

Barney Arceneaux, Mayor

ATTEST:

Scot Byrd, City Clerk