

**MINUTES OF A REGULAR MEETING OF THE MAYOR AND COUNCIL OF THE CITY OF GONZALES,
STATE OF LOUISIANA, TAKEN ON MONDAY, SEPTEMBER 22, 2025, 5:30 P.M.,
AT CITY HALL, 120 S. IRMA BLVD, GONZALES, LA 70737.**

MEMBERS PRESENT:

Timothy "Tim" Riley, Mayor
Councilwoman Terri Lambert
Councilman Eddie Williams, Jr.

Councilman Kirk Boudreaux
Councilwoman Cynthia Gray-James
Councilman Tyler Turner

MEMBERS ABSENT: None

ALSO PRESENT:

Allen V. Davis, City Attorney
Chief Sherman Jackson, Gonzales PD

Terri Delatorre, Administrative Secretary

Motion by Councilman Eddie Williams, Jr., seconded by Councilman Kirk Boudreaux, to approve the minutes of a Public Hearing of the Mayor and City Council taken on Monday, September 8, 2025.

YEAS: Councilwoman Terri Lambert, Councilman Eddie Williams, Jr., Councilman Kirk Boudreaux,
Councilwoman Cynthia Gray-James, Councilman Tyler Turner

NAYS: NONE

ABSENT: NONE

Motion by Councilman Eddie Williams, Jr., seconded by Councilwoman Cynthia Gray-James, to approve the minutes of a Regular Meeting of the Mayor and City Council taken on Monday, September 8, 2025.

YEAS: Councilwoman Terri Lambert, Councilman Eddie Williams, Jr., Councilman Kirk Boudreaux,
Councilwoman Cynthia Gray-James, Councilman Tyler Turner

NAYS: NONE

ABSENT: NONE

Motion by Councilman Tyler Turner, seconded by Councilman Terri Lambert, to approve the Special Event Permit of Chantelle Miles and Harriette Wade, with GSmooove Steppas, LLC, to use Gonzales Municipal Park on Saturday, November 15, 2025, from 10:30 am – 2:00 pm, to have a community fellowship and Thanksgiving event.

YEAS: Councilwoman Terri Lambert, Councilman Eddie Williams, Jr., Councilman Kirk Boudreaux,
Councilwoman Cynthia Gray-James, Councilman Tyler Turner

NAYS: NONE

ABSENT: NONE

Motion by Councilman Tyler Turner, seconded by Councilman Eddie Williams, Jr., to table the Special Event Permit request of Tanger Outlet Mall to have food trucks on key shopping days during the Christmas Holidays, until a time that they have assigned a new representative to be present and speak on their behalf.

YEAS: Councilwoman Terri Lambert, Councilman Eddie Williams, Jr., Councilman Kirk Boudreaux,
Councilwoman Cynthia Gray-James, Councilman Tyler Turner

NAYS: NONE

ABSENT: NONE

Council reviewed a proposal to approve a Community Partnership with the Gonzales Jambalaya Festival Assoc., which would allow them to use the PACE Center on Friday and Saturday, June 12-13, 2026, for the Gonzales Jambalaya Pageant.

Council expressed concern about offering the facility free of charge and proposed use of the PACE Center or the Civic Center, both at their non-profit rental rates.

Motion by Councilman Terri Lambert, seconded by Councilman Kirk Boudreaux, to table this item allowing the representative time to consult with the Jambalaya Festival Assoc. Board.

YEAS: Councilwoman Terri Lambert, Councilman Eddie Williams, Jr., Councilman Kirk Boudreaux, Councilwoman Cynthia Gray-James, Councilman Tyler Turner

NAYS: NONE

ABSENT: NONE

Motion by Councilman Eddie Williams, Jr., seconded by Councilwoman Cynthia Gray-James, to approve the Community Partnership with The Arc of East Ascension to maintain equipment and supplies for the "Pecan Cracking" program so that it can be extended.

YEAS: Councilman Eddie Williams, Jr., Councilwoman Cynthia Gray-James

NAYS: Councilwoman Terri Lambert, Councilman Kirk Boudreaux, Councilman Tyler Turner

ABSENT: NONE

Motion by Councilman Eddie Williams, Jr., seconded by Councilwoman Cynthia Gray-James, to approve a Community Partnership with the Hispanic Heritage Festival to help financially fund the Cancer Gala, provide the venue and/or both.

YEAS: Councilman Eddie Williams, Jr., Councilwoman Cynthia Gray-James

NAYS: Councilwoman Terri Lambert, Councilman Kirk Boudreaux, Councilman Tyler Turner

ABSENT: NONE

Motion was made by Councilman Tyler Turner to table the above item pending legal review. The motion did not receive a second and therefore died without further action.

Motion by Councilman Tyler Turner, seconded by Councilwoman Terri Lambert, to declare the following Parks & Recreation mowers as surplus: 2020 Hustler X-One, Serial #20012862; 2016 Emark Lazer Z, Serial #400668571; 2023 Hustler X-One, Serial #23013885; 2019 Hustler X-One, Serial #19026803.

YEAS: Councilwoman Terri Lambert, Councilman Eddie Williams, Jr., Councilman Kirk Boudreaux, Councilwoman Cynthia Gray-James, Councilman Tyler Turner

NAYS: NONE

ABSENT: NONE

Motion by Councilman Kirk Boudreaux, seconded by Councilwoman Terri Lambert, to condemn the structure located at 1024 N. Anita, owned by Paul and Susan Tinsley, due to its dangerous and dilapidated condition.

YEAS: Councilwoman Terri Lambert, Councilman Eddie Williams, Jr., Councilman Kirk Boudreaux, Councilwoman Cynthia Gray-James, Councilman Tyler Turner

NAYS: NONE

ABSENT: NONE

Motion by Councilman Tyler Turner, seconded by Councilman Eddie Williams, Jr., to approve Mayor's recommendation to appoint Kandis Blakley to the Recreation Committee.

YEAS: Councilwoman Terri Lambert, Councilman Eddie Williams, Jr., Councilman Kirk Boudreaux, Councilwoman Cynthia Gray-James, Councilman Tyler Turner

NAYS: NONE

ABSENT: NONE

Final Vote on Ordinance No. 4282:

ORDINANCE INTRODUCED

September 8, 2025

ORDINANCE # 4282

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES
APPENDIX A, FRANCHISES, ARTICLE IV (EAST ASCENSION
TELEPHONE COMPANY) TO RENEW THE FRANCHISE**

BE IT ORDAINED, by the mayor and city council of the City of Gonzales:

That the Code of Ordinances, Appendix A, Article IV, Franchises, be hereby amended as follows:

By amending the ordinance to repeal Section 1. Grant of local exchange service franchise (see below)

~~BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF GONZALES, That there is hereby granted unto East Ascension Telephone Co., Inc. (hereinafter "Grantee"), its successors and assigns, for a period of twenty-five (25) years beginning from the date this ordinance takes effect, the right, privilege, and franchise to conduct and carry on in the City of Gonzales a telephone, telegraph, and cable business and activities usually and normally connected therewith, and the right, privilege, and franchise for said period to construct, reconstruct, replace, repair, operate, and maintain in, along, upon, over, under, and across the public roads, streets, and alleys of the City of Gonzales, all necessary or convenient structures, facilities, and appurtenances, including poles, wires, conduits, cables, cross-arms, towers, transmission lines, anchors, and stubs, for the purpose of supplying telephone, telegraph, and cable service to the public.~~

The verbiage is to be replaced by the following underlined language:

Section 1. Grant of local exchange service franchise

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GONZALES, That there is hereby granted unto REV (formerly "East Ascension Telephone Co." and hereinafter referred to as "Grantee"), its successors and assigns, for a period of twenty-five (25) years beginning from the date this ordinance amendment takes effect, the right, privilege, and franchise to conduct and carry on in the City of Gonzales a telephone, telegraph, and cable business and activities usually and normally connected therewith, and the right, privilege, and franchise for said period to construct, reconstruct, replace, repair, operate, and maintain in, along, upon, over, under, and across the public roads, streets, and alleys of the City of Gonzales, all necessary or convenient structures, facilities, and appurtenances, including poles, wires, conduits, cables, cross-arms, towers, transmission lines, anchors, and stubs, for the purpose of supplying telephone, telegraph, and cable services to the public.

Section 1.1. - Grant of cable television franchise.

East Ascension Telephone Co., Inc. (hereinafter "Grantee") is hereby granted the right to construct, maintain, and operate a cable television service within the City of Gonzales. There is further granted by the City of Gonzales to Grantee the right and privilege the City of Gonzales may have to construct, erect, operate, and maintain in, upon, along, across, above, over, or under the streets, alleys, easements, public ways and public places now laid out or dedicated and all extensions thereof and additions thereto in the City of Gonzales, all poles, wires, cables, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation in the City of Gonzales of a cable television system for the transmission of television signals and all other signals permitted by the FCC, either separately or upon or in conjunction with any public utility maintaining the same in the City of Gonzales with all of the necessary and desirable appliances and appurtenances pertaining thereto. Without limiting the generality of the foregoing, this franchise and grant shall and does hereby include any right the City of Gonzales may have in, over, under and upon the streets, sidewalks, alleys, easements, and public grounds and places in the City of Gonzales to install, erect, operate or in any way acquire the use of, as by leasing or licensing, all lines and equipment necessary to a cable television system and the right to make connections to subscribers and the right to repair, replace, enlarge, and extend said line equipment, and connections. It is specifically understood by the parties hereto that the City of Gonzales makes no guarantee of use or servitude to Grantee for its purposes whatsoever, but does hereby grant Grantee the rights to acquire same.

Section 2. - Grantee holds city harmless.

Grantee shall save the City of Gonzales harmless from all loss sustained by the City of Gonzales on account of any suit, judgment, execution, claim or demand whatsoever against the City of Gonzales resulting from or growing out of the construction, operation or maintenance of its telephone or television system in the City of Gonzales, or arising from or growing out of the exercise of any of the rights granted by the franchisee listed in Sections 1 and 1.1 of this ordinance; and for this purpose Grantee shall carry property damage and personal injury insurance with some reasonable insurance company or companies in amounts sufficient to protect the City of Gonzales.

Section 3. - Location and relocation of structures.

BE IT FURTHER ORDAINED, that grantor or an official designated by it shall have the right to approve the location or relocation of the structures listed in Section 1 and 1.1 of this ordinance.

Section 4. - Maintenance of grantor public facilities.

BE IT FURTHER ORDAINED that none of the structures listed in Section 1 and 1.1 of this ordinance shall at any time interfere with the use, repair, maintenance, or drainage of the public roads, streets, and alleys of the City of Gonzales. Any expense incurred by grantor in connection with location and construction of said structures shall be borne by grantee. That whenever structures listed in Section 1 and 1.1 hereof are constructed, reconstructed, replaced or repaired, grantee shall return that part of the public roads, streets, and alleys to the condition and grade established therefor, all to the satisfaction of grantor, and upon Grantee's failure to do so grantor shall have the right do all work necessary to be done in order to return the public roads, streets, and alleys to such condition at the expense of grantee, provided grantor has given ten (10) days written notice to grantee demanding that it do the work necessary to be done.

Section 4.1. - Construction and maintenance.

- (a) All structures, lines, and equipment erected by grantee within the City of Gonzales shall be so located as to cause minimum interference with the proper use of streets, alleys, easements, and other public ways and places and to cause minimum interference with the rights or reasonable convenience of property owners, and Grantee shall comply with all ordinances of the City of Gonzales, now or hereafter in force. Existing poles, posts, conduits, and other such structures of any electric power systems, telephone company, or other public utility located in the City of Gonzales shall be made available to grantee for leasing or licensing upon reasonable terms and rates and shall be used to the extent practicable in order to minimize interference with travel and avoid unnecessary duplication of facilities. The City of Gonzales shall actively assist Grantee to the fullest extent possible in obtaining reasonable joint pole or conduit use agreements from the owners of existing poles or conduits. To the extent that the existing poles, posts, conduits and other such structures are not available or are not available under reasonable terms and conditions, grantee shall have the right to purchase, lease, or in any other manner acquire land or right-of-ways upon or under which to erect and maintain its own poles, conduits, and other such structures as may be necessary for the construction and maintenance of its cable television system.
- (b) In case of any disturbances by grantee of pavement, sidewalk, driveway, or other surfacing, grantee shall, at its own cost and expense and in a manner approved by the City of Gonzales, replace and restore all paving, sidewalk, driveway, or surface so disturbed in as good condition as before said work was commenced.
- (c) In the event that at any time during the period of this franchise the City of Gonzales shall lawfully elect to alter or change any street, alley, easement, or other public way requiring the relocation of the Grantee's facilities, then in such event, Grantee, upon reasonable notice by the City of Gonzales, shall remove, relay and relocate the same at its own expense.
- (d) Grantee shall, on the request of any person holding a building moving permit issued by the City of Gonzales, temporarily raise or lower its lines to permit the moving of the building. The expense of such temporary removal shall be paid by the person requesting same, and Grantee shall have the authority to require such payment in advance.
- (e) Grantee shall have any rights that the City of Gonzales may have for the authority to trim trees upon and overhanging all streets, alleys, easements, sidewalks, and public grounds or places of the City of Gonzales so as to prevent the branches of such trees from coming into contact with grantee's facilities.
- (f) All poles, lines, structures, and other facilities of grantee in, on, over and under the streets, sidewalks, alleys, easements, and public grounds and places of the City of Gonzales shall be kept by grantee at all times in a safe and substantial condition.

Section 5. - Maintenance of system by grantee.

BE IT FURTHER ORDAINED, That grantee shall at all times maintain its structures listed in Section 1 and 1.1 hereof in good condition and comply with all reasonable safety requirements in the operation thereof.

Section 6. - Maintenance of public safety.

BE IT FURTHER ORDAINED, That should any of the structures listed in Section 1 and 1.1 hereof become an obstruction to traffic or dangerous to the public, grantor shall have the right to required grantee to remove the same or make it safe, and if the same has not been done by grantee within ten (10) days of receipt of written notice from grantor, grantor shall have the right to accomplish the work necessary to be done at the cost and expense of grantee.

Section 7. - Rules applicable to franchisee.

This franchise is governed by and subject to all applicable rules, regulations and policies of the Federal Communications Commission and all administrative or governmental agencies of competent jurisdiction. Should there be any modifications of the provisions of the rules and regulations of the Federal Communications Commission or other agencies which must be incorporated into this franchise, the City of Gonzales and grantee agree that such incorporation shall be accomplished as soon as possible.

Section 8. - Forfeiture.

If grantee should violate any of the terms, conditions, or provisions of this franchise, or if grantee should fail to comply with the provisions of any ordinance of the City of Gonzales regulating the use by grantee of the streets, alleys, easements, or public ways of the City of Gonzales, and should grantee further continue to violate or fail to comply with the same for a period of thirty (30) days after grantee shall have been notified in writing by the City of Gonzales to cease and desist from any such violation for failure to comply so specified, then grantee may be deemed to have forfeited and annulled and shall thereby forfeit and annul all the rights and privileges granted by this franchise; provided that such forfeiture shall be declared only by written decision of the city council after an appropriate public proceeding before the city council affording grantee due process and full opportunity to be heard and to respond to any such notice of violation or failure to comply; and provided further that the city council may, in its discretion and upon finding of violation or failure to comply, impose a lesser penalty than forfeiture of this franchise or excuse the violation or failure to comply upon showing by the Grantee of mitigating circumstances. In the event that forfeiture of this franchise is imposed upon grantee, it shall be afforded a period of three (3) months within which to sell, transfer or convey this cable television system [pursuant to the provisions of the franchise.] Notwithstanding the provisions above, if grantee should fail to pay those amounts due under Sections 16 and 16.1 hereof, this franchise shall terminate immediately after the sixty (60) day delay allowed for payment.

Section 9. - Surrender right.

Grantee may surrender the franchise at any time upon filing with the city clerk of the City of Gonzales a written notice of its intention to do so at least three (3) months before the surrender date. On the surrender date specified in the notice, all of the rights and privileges and all of the obligations, duties, and liabilities of grantee in connection with this franchise shall terminate.

Section 10. - Transfers.

All of the rights and privileges and all of the obligations, duties and liabilities created by this franchise shall pass to and be binding upon the successors of the City of Gonzales and the successors and assigns of grantee, and the same shall not be assigned or transferred without the written approval of the city council, which approval shall not be unreasonably withheld; provided, however, that this section shall not prevent the assignment of the franchise by grantee as security for debt without such approval; and provided further that the transfers or assignments of this franchise between entities of which at least fifty (50) percent of the beneficial ownership is held by the grantee shall be permitted without the prior approval of the city council.

Section 11. - Receiver sales prohibited.

As a condition of this franchise, grantee agrees that it shall not engage in the business of sales or repair of television receivers owned by its subscribers; nor shall it be responsible for the operating condition of said receivers; provided, however, that this paragraph shall not apply to converters, decoders, home interactive terminals and other such devices as may be furnishing any programming or service via grantee's cable television system.

Section 12. - Acceptance.

This ordinance shall become effective when accepted by grantee and shall then be and become a valid and binding contract between the City of Gonzales and grantee; provided that this ordinance shall be void unless grantee shall, within ninety (90) days after the final passage of this ordinance, file with the city clerk of the City of Gonzales a written acceptance of this ordinance and the franchise herein granted, agreeing that it will comply with all of the provisions and conditions hereof and that it will refrain from doing all of the things prohibited by this ordinance.

Section 13. - Unlawful acts.

- (a) It shall be unlawful for any person to make any unauthorized connection, whether physically, electrically, acoustically, inductively, or otherwise, with any part of grantee's cable television system for the purpose of enabling himself or others to receive any television signals, radio signals, pictures, programs, sounds or any other information or intelligence transmitted over grantee's cable system without payment to grantee or its lessee.
- (b) It shall be unlawful for any person, without the consent of the owner, to willfully tamper with, remove, or injure any cable, wires, or other equipment used for the distribution of television signals, radio signals, pictures, programs, sounds, or any other information or intelligence transmitted over Grantee's cable system.
- (c) It shall be a misdemeanor punishable by a fine of not more than two hundred dollars (\$200.00), or by imprisonment for a term not to exceed sixty (60) days, or both, for any person to violate any of the provisions of this section.

Section 14. - Severability.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any federal or state court this ordinance shall be null and void until reconfirmed by the parties hereto.

Section 15. - Effective date of this amendment.

This amendment shall become effective upon acceptance by grantee as provided in Section 12. The effective date shall be the date upon which written acceptance provided for in Section 12 is received by the city clerk.

Section 16. - Fees for local exchange service franchise.

In consideration for the franchise granted herein, East Ascension Telephone Co., Inc. agrees to pay to the City of Gonzales a sum of money equal to five (5) percent of grantee's gross revenues from its basic local exchange access line charges. Grantee will pay the franchise fee due on a quarterly basis.

Section 16.1. - Fees for cable television franchise.

In consideration of the terms of this franchise, grantee agrees to pay the City of Gonzales a sum of money equal to five (5) percent of grantee's gross revenues per year which are receipts on basic service, expanded basic service, installation, disconnection and reinstallation charges, but shall not include any refunds or credits made to subscribers or any taxes imposed on the services furnished by grantee. Such annual sum shall be payable on the basis of subscribers on January 1 of each year, one-half (1/2) thereof at the end of each semi-annual period. The semi-annual anniversary shall be the last day of June and the last day of December of each year, and each semi-annual payment shall be paid within sixty (60) days thereafter. Grantee, however, to have the option to pay on a quarterly basis.

YEAS: Councilwoman Terri Lambert, Councilman Eddie Williams, Jr., Councilman Kirk Boudreaux, Councilwoman Cynthia Gray-James, Councilman Tyler Turner

NAYS: NONE

ABSENT: NONE

ORDINANCE ADOPTED: SEPTEMBER 22, 2025

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



Timothy "Tim" Riley, Mayor

ATTEST:


Brandon Boylan, City Clerk