MINUTES OF THE
BLANCHARD MAYOR AND TOWN COUNCIL
REGULAR MEETING
DECEMBER 11, 2012 – 7:00 O'CLOCK P.M.

Present: Mayor Pro-Tem Lee, Alderpersons Ashby, Jones, Prewett, and Whittington, Chief Presswood, Attorney Tom Arceneaux, Attorney David Wolf, Lonnie Smith, Perry Fuller, David Yeates, Mat Graf, Jamie Davis, Chris Hearron, Ken Brown, and Town Clerk-Debra Smith.
Absent: Mayor Digilormo.
Meeting called to order by Mayor Pro-Tem Lee.
Pledge of Allegiance led by Prewett.
Invocation given by Arceneaux.

Questions and statements by citizens: None

Motion by Jones to accept the minutes of the Regular Meeting of November 13 and Special meeting of November 27, 2012. Second by Prewett. All voted yea.

OLD BUSINESS

Rezoning-Deer Creek (David Lawler property)
Motion by Jones to approve rezoning of the following 10.00 acres (more or less) property to Light Commercial. Second by Whittington. All voted yea.

> BEING DESCRIBED AS AN 10.00 ACRE (MORE OR LESS) TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 19 NORTH, RANGE 15 WEST, CADDO PARISH, LOUISIANA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: Commence at the Northeast corner of said Section 22; Thence proceed South 00 deg. 56'47" West along the East line of said Section 22 for a distance of 2653.02 feet to the East quarter corner of said Section 22; Thence proceed North 88 deg. 37'30" West for a distance of 1653.33 feet to the Easterly right of way line of Louisiana Highway No. 1; Thence proceed North 30 deg. 35'28" West along said right of way line for a distance of 100.00 feet to the Point of Beginning of the tract herein described; Thence proceed North 30 deg. 35'28" West along said right of way line for a distance of 150.48 feet; Thence proceed North 27 deg. 43'43" West along said right of way line for a distance of 100.12 feet; Thence proceed North 30 deg. 35'28" West along said right of way line for a distance of 100.00 feet; Thence proceed North 39 deg. 07'19" West along said right of way line for a distance of 101.12 feet; Thence proceed North 30 deg. 35'28" West along said right of way line for a distance of 544.45 feet to the Easterly right of way line of Louisiana Highway No. 173; Thence proceed North 59 deg. 24'44" East along said right of way line for a distance of 56.30 feet to the point of curvature of a curve to the left; Thence proceed along said right of way curve (having a long chord bearing of North 33 deg. 02'41" East and a radius of 459.74 feet) for an arc distance of 423.14 feet; Thence proceed South 30 deg. 37'55" East for a distance of 1175.97 feet; Thence proceed South 59 deg. 22'05" West for a distance of 413.03 feet to the Point of Beginning of the tract herein described, containing 10.00 acres, more or less.

Motion by Jones to approve rezoning of the following 89.34 acres (more or less) property to R/M Other Residential. Second by Whittington. All voted yea.

> BEING DESCRIBED AS AN 89.34 ACRE (MORE OR LESS) TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 19 NORTH, RANGE 15 WEST, CADDO PARISH, LOUISIANA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: Begin at the Northeast corner of said Section 22; Thence proceed South 00 deg. 56'47" West along the East line of said Section 22 for a distance of 2005.29 feet; Thence proceed North 49 deg. 01'20" West for a distance of 447.32 feet; Thence proceed South 59 deg. 22'05" West for a distance of 1186.97 feet; Thence proceed North 30 deg. 37'55" West for a distance of 1175.97 feet to the Easterly right of way line of Louisiana Highway No. 173 and the point of curvature of a curve to the left: Thence proceed along said right of way curve (having a long chord bearing of North 00 deg. 17'42" East and a radius of 459.74 feet) for an arc distance of 102.42 feet; Thence proceed North 06 deg. 40'13" West along said right of way line for a distance of 392.15 feet; Thence proceed North 03 deg. 13'29" West along said right of way line for a distance of 100.12 feet; Thence proceed North 07 deg. 40'13" West along said right of way line for a distance of 180.98 feet to the point of curvature of a curve to the right; Thence proceed along said right of way curve (having a long chord bearing of North 05 deg. 22'28" East and a radius of 981.73 feet) for an arc distance of 392.78 feet; Thence proceed North 28 deg. 46'27" East along said right of way line for a distance of 95.47 feet to the point of curvature of a curve to the left; Thence proceed along said right of way curve (having a long chord bearing of North 25 deg. 34'16" East and a radius of 966.74 feet) for an arc distance of 114.61 feet to the North line of said Section 22; Thence proceed South 88 deg. 44'36" East along said North line for a distance of 1930.73 feet to the Point of Beginning of the tract herein described containing 89.34 acres, more or less.

Blanchard Athletic Club Cooperative Endeavor
Motion by Jones to accept the Cooperative Endeavor. Second by Whittington. All voted yea.

William Walters ticket on Old Mooringsport Rd
Mr. Walters did not attend.

Vote on Ordinance 11 of 2012-Regulating Mobile Home Parks in town limits. Public Hearing was held on October 9

ORDINANCE 11 OF 2012
An Ordinance to Regulate the Development and Operation of Mobile Home Parks within the Corporate Limits of the Town of Blanchard and Otherwise Providing with Respect Thereto.

BE IT ORDAINED by the Mayor and the Board of Alderpersons of the Town of Blanchard, Louisiana, in due, legal and regular session convened, as follows:
Section 1. Article E of Chapter 19 of the Code of Ordinances of the Town of Blanchard is hereby enacted to read as follows:
ARTICLE E.
MOBILE HOME PARKS

Sec. 19.61. – Definitions.
As used in this Article, the following terms shall have the meanings ascribed to them below:
(a) “Board” shall mean the Board of Alderpersons for the Town or any successor legislative body for the Town.
(b) “Building Code” shall mean the building code then in effect for the Town as adopted by the Board.
(c) “Chief Building Official” shall mean the Mayor of the Town, or his or her designee.
(d) “Clerk” shall mean the Town Clerk of the Town, or his or her designee.
(e) “License” shall mean a license issued by the Town for the operation of a Mobile Home Park.
(f) “Mobile Home” means any structure with walls of rigid, noncollapsible construction and an overall length in excess of twenty-eight (28) feet, transportable in one or more sections, built on a permanent chassis, and designed to be used as a dwelling when connected to the required utilities including plumbing, heating, air conditioning, and electrical systems contained herein. Any attached addition, enclosed porch, deck or patio, shall be considered part of the Mobile Home, and shall meet any setback requirements of this Article. A Mobile Home shall not include any vehicle defined below as a Travel Trailer.
(g) “Mobile Home Park” or “Park” means a site on which more than one Mobile Home is situated or intended to be situated. No Travel Trailers will be permitted in a Mobile Home Park.
(h) “Occupant” means any adult person or emancipated minor occupying a Mobile Home.
(i) “Operator” shall mean the person to whom a license is issued.
(j) “Owner” shall mean any individual, entity or other juridical person owning any Mobile Home, whether or not that Owner occupies that Mobile Home.
(k) “Plot Plan” shall mean a map of a Mobile Home Park drawn to scale and showing (i) the location and size of trailer park; (ii) the location and size of all trailer sites and other park areas; (iii) detailed landscaping plans; (iv) plans for all utility connections, including Town utility meter location; and (v) name and address of the developer.
(l) “Town” means the Town of Blanchard.
(m) “Travel Trailer” means a vehicular, portable structure built on a chassis, designed to be used as a temporary dwelling and to be towed behind a motor vehicle, being either of a gross weight of not more than four thousand five hundred (4,500) pounds or an overall length of not more than twenty-eight (28) feet.
Sec. 19-62. – Required License.
It shall be unlawful for any person to operate and maintain a Mobile Home Park in the Town without first securing a License for such park from the Clerk and renewing such License annually on the anniversary date of any License. The License shall be displayed at all times in the office of the Mobile Home Park.
Sec. 19-63. - Application and Endorsement.
An application for a License, or the annual renewal thereof, shall be filed with the Clerk, and shall be made by a written letter of request or on a form furnished by the Town and shall be signed by the owner of the land and by the operator of the Mobile Home Park, if different from the owner of the land. Before issuing any License, the Clerk shall submit the application to the Chief Building Official for the Town for endorsement indicating compliance with the applicable requirements of this Article or the indication in writing of conditions under which the License may be approved.
Sec. 19-64. – Initial Park License.
Applications for an initial License of all Mobile Home Parks shall be accompanied by a Plot Plan approved by the Board. No License shall be issued for a Mobile Home Park unless the Mobile Home Park is situated in a zoning district that permits use of the land therein for a mobile home park, as the case may be.
Sec. 19-65. – Inspection required.

Applications for an initial License for all Mobile Home Parks shall be conditioned on an inspection of the premises by the Chief Building Official for compliance with this Article and the approved Plot Plan for the Mobile Home Park in question.

Sec. 19-66. – Fees.

The fees for an initial License and all annual renewals thereof shall be as follows:

(a) Initial Park License - $300.00;

(b) Annual Renewal of License - $150.00.

Such applicable fee shall accompany any application for an initial License or for the annual renewal of any License.

Sec. 19-67. – Applicability.

(a) All Mobile Home Parks in the Town as they exist on October 1, 2012, shall not be affected by any of the requirements contained in this Article, except those requirements affecting utility metering, sanitation, tie-downs and foundations; however, any additions or expansions of existing Mobile Home Parks and any new Mobile Home Parks shall be subject to the full provisions of this Article including approval of the Board as to location and general layout of said Park.

(b) All of the provisions of this Article shall apply to all Mobile Home Parks situated beyond the corporate limits of the Town when such parks utilize Town water or sewerage or both.

Sec. 19-68. – Plot Plan approval based on consideration; presenting with building permit application.

In reviewing Plot Plans for new Mobile Home Parks or the expansion of or addition to existing Mobile Home Parks, the Board shall consider the minimum standards for improvement and development as set out in this Article, which shall be presented in every pertinent detail with the application for a License.

Sec. 19-69. – Minimum park areas; density.

Each lot for a Mobile Home in a Mobile Home Park shall be at least fifty (50) feet by one hundred (100) feet. Further, the minimum building setback lines for any Mobile Home as related to the front, side and rear lot lines, are established as follows: front – fifteen (15) feet; rear – fifteen (15) feet; and side – ten (10) feet (including the tongue of the Mobile Home). For the purposes of this Article, the “front” of the Mobile Home shall contain the main entrance of the Mobile Home; the “back” of the Mobile Home shall be the opposite side; and each “side” shall be the shorter exterior walls connecting the front and the back of the Mobile Home.

Sec. 19.70. – Use restriction.

No person shall use or occupy a Mobile Home as a place of business on any lot or tract of ground within the corporate limits of the Town, except as an office for a Mobile Home Park, a Mobile Home sales site, or a construction project; provided that any such unit so used is connected to the public water and sewerage system and to all other utilities, as required in this Article, except that upon approval of the Chief Building Official, all other requirements contained in this Article may be waived.

Sec. 19.71. – Accessory structures.

Any Mobile Home Park may allow structures which are accessory to a Mobile Home on any lot, including without limitation storage buildings, roofed-over patios and carports, unless specifically prohibited by the Operator. If allowed in the Mobile Home Park, any accessory structure and placement thereof must comply with the rules and regulations of the Operator.

Sec. 19.72. – Responsibilities of Operator.

(a) The Operator shall operate the Mobile Home Park in compliance with this Article and shall provide adequate supervision to maintain the Park, its facilities and equipment in good repair and in a clean and sanitary condition.

(b) The Operator shall notify the Occupants of all applicable provisions of this Article and inform them of their duties and responsibilities under this Article.

(c) The Operator shall supervise the placement of each Mobile Home on its mobile home stand, which includes securing its stability and installing all utility connections.
(d) The Operator shall maintain a register containing the names of all Occupants identified by lot number or street address. Such register shall be available to any authorized person inspecting the Mobile Home Park.
(e) The Operator shall maintain an occupational license with the Town to operate the Mobile Home Park as a business, in addition to the License required by this Article.
Sec. 19-73. - Responsibilities of Owners.
(a) The Owner shall comply with all applicable requirements of this Article and shall maintain his Mobile Home lot, its facilities and equipment in good repair and in a clean and sanitary condition.
(b) The Owner shall be responsible for proper placement of his Mobile Home on its mobile home stand and proper installation of all utility connections in accordance with the instructions of the Operator.
(c) Skirtings, porches, awnings, and other additions shall be installed only if permitted and approved by the Operator. When installed, they shall be maintained in good repair.
Sec. 19-74. – Responsibilities of Occupants.
(a) The Occupant shall comply with all applicable requirements of this Article and shall maintain, to the extent possible under any agreement with the Owner, the Mobile Home lot he occupies, its facilities and equipment in good repair and in a clean and sanitary condition.
(b) Skirtings, porches, awnings, and other additions shall be installed only if permitted and approved by the Operator and the Owner. When installed, such additions shall be maintained in good repair.
(c) The Occupant shall store and dispose of all his rubbish and garbage in a clean, sanitary and safe manner. Any garbage container shall be rodent proof, insect proof and watertight.
Sec. 19-75. – Water, sewerage and gas utilities—Installation and maintenance.
(a) Every Mobile Home Park shall contain a water, sewerage and gas piping system consisting of piping, equipment and appurtenances which shall be installed and maintained in accordance with the requirements of the Building Code. All Mobile Home Parks shall operate from a single Town water meter, which meter shall be assessed commercial rates for water consumption. Nothing in this section shall prohibit the operator from installing water meters to measure and bill for water based on usage by Occupants, so long as the Operator complies with any applicable rules and regulations of the Louisiana Public Service Commission with respect to such meters and rates.
(b) To the extent a Mobile Home Park already in existence on October 1, 2012 utilizes individual meters provided by the Town for each Mobile Home lot, the Town will install a master meter at the Town's expense, and the Operator will have the option to use the individual meters provided by the Town, but will be responsible for any and all maintenance, repair and replacement of individual meters. If the Operator elects to forgo the use of individual meters, then those individual meters should be returned to the Town.
Sec. 19-76. - Prohibited utilities systems.
Any Mobile Home equipped for the use of liquid propane or natural gas may continue the use of such system. However, the filling of such fuel bottles, tanks or containers on site or in the Mobile Home Park is strictly prohibited.
Sec. 19-77. - Electrical systems.
(a) *General.* Every Mobile Home Park shall contain an electrical wiring system consisting of wiring, fixtures, equipment and appurtenances which shall be installed and maintained in accordance with the requirements of the Building Code.
(b) *Power distribution lines.* Main power lines and all service shall be located underground or as recommended by the electric utility providing electric service to the Mobile Home Park and as approved by the Chief Building Official.

(c) *Installation requirements.* All electrical systems installed in every Mobile Home Park shall be in accordance with the most current edition of the National Electrical Code which is adopted and used as the electrical code of the Town.
Sec. 19-78. - Fire protection.
(a) Mobile Home Parks shall be kept free of litter, rubbish and other flammable materials.
(b) Portable fire extinguishers rated for class A, B and C fires shall be kept in service buildings and at other locations conveniently and readily accessible for use by all Occupants, and shall be maintained in good operating condition. Extinguishers shall have not less than a Z-A rating.
(c) No open fires or burning shall be permitted.
(d) Fire hydrants, where required by the fire chief of any applicable fire district, shall be installed in accordance with the fire district's specifications and applicable state and federal law. It shall be the responsibility of the Operator to install and maintain any fire hydrants.
(e) Barbecue pits, fireplaces and wood-burning stoves shall be so located, constructed, maintained and used as to minimize fire hazards and smoke nuisance, both as to the property on which used and on neighboring property.
Sec. 19-79. – Foundations and tiedowns required.
(a) Every Mobile Home located within the corporate limits of the Town shall be equipped with adequate foundations and tiedowns intended to secure such units against movement, settling and overturning, for the protection of life and property in accordance with applicable state and federal law.
Sec. 19-80. – Refuse handling.
(a) The storage, collection and disposal of refuse in any Mobile Home Park shall be conducted in such manner as to create no health hazards, rodent harborage, insect breeding areas, fire hazards, or water or air pollution.
(b) It shall be the joint responsibility of each Occupant and the Operator to ensure that all refuse containing garbage is stored in rodent proof, insect proof and watertight containers in sufficient number and capacity to care for such storage.
(c) The Operator shall arrange for the collection of refuse, garbage or trash from each Mobile Home in the Mobile Home Park by the Town or its designee, which collection shall occur not less often than weekly. Further, it shall be the responsibility of the Operator to provide any information required by the Town or its designee to perform or invoice for such refuse collection service, and to remit payment timely to the Town for such services rendered.
Sec. 19-81. – Enforcement.
The Chief Building Official is hereby authorized, empowered and directed to enforce the provisions of this Article. Upon presentation of proper credentials, the Chief Building Official may enter upon the premises of any Mobile Home Park, or any Mobile Home or other structure thereon, located in the Town, during reasonable hours, to perform any duty imposed upon him by this Article.
Sec. 19-82. – Violations.
Any person violating any of the provisions of this Article shall be punished as provided in Section 27.7 of this Code, and each day's violation shall constitute a separate offense.
Section 2. 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 that can be given effect without the invalid provisions, items of applications and to this end the provisions of this ordinance are hereby declared severable.
Section 3. All ordinances or resolutions or parts hereof in conflict herewith are hereby repealed.
Motion made by Whittington to adopt Ordinance 11 of 2012. Second by Ashby.
Roll Call Vote:
YEAS: Ashby, Jones, Prewett, and Whittington.
NAYS: None
ABSTAINED: None

ABSENT: None
Alderperson Lee served as Mayor Pro-Tem
And Ordinance 11 of 2012 was adopted this 11th day of December, 2012.

Public Hearing Ordinance 12 (Old Mooringsport Road corrected annexation)
Public opened at 7:29 p.m. There being no discussion, the hearing closed at 7:30 p.m.

Vote on Ordinance 12 (Old Mooringsport Road corrected annexation)
Motion by Jones to NOT adopt Ordinance 12 of 2012, Second by Whittington.
Roll Call Vote:
YEAS: Ashby, Jones, Prewett, and Whittington.
NAYS: None
ABSTAINED: None
ABSENT: None
Alderperson Lee served as Mayor Pro-Tem
And Ordinance 12 of 2012 was defeated on this 11th day of December, 2012.

Public Hearing on Ordinance 13 of 2012-Enlarge Town of Blanchard town limits re: Old Mooringsport Rd
Public opened at 7:30 p.m. There being no discussion, the hearing closed at 7:31 p.m.

Vote on Ordinance 13 of 2012-Enlarge Town of Blanchard town limits re: Old Mooringsport Rd
Motion by Whittington to postpone to January 8, 2012, Council meeting. Second by Jones. All voted yea.

Public Hearing Ordinance 14 of 2012-Centerpoint Energy Franchise Acceptance renewal
Public opened at 7:33 p.m. There being some discussion, the hearing closed at 7:36 p.m.

Vote on Ordinance 14 of 2012-Centerpoint Energy Franchise Acceptance renewal
Motion by Jones to amend the following ordinance to read as 5 % (five percent) instead of 2 % (two percent). Second by Whittington.
Roll Call Vote:
YEAS: Ashby, Jones, Prewett, and Whittington
NAYS: None
ABSTAINED: None
ABSENT: None
Alderperson Lee served as Mayor Pro-Tem

ORDINANCE 14 of 2012

An Ordinance Granting CenterPoint Energy Resources Corp., D/B/A CenterPoint Energy Louisiana Gas, the Right to Construct, Install, Operate, and Maintain Facilities for the Transportation, Distribution, and Sale of Gas in the Municipality and, for such Purposes, to Use and Excavate in the Public Highways, Streets, Sidewalks, Alleys, Squares, Commons, Grounds, and other Publicly Owned Areas and Levying a Franchise (Privilege) Tax for that Purpose.

BE IT ORDAINED by the Mayor and Board of Alderpersons of the Town of Blanchard, Louisiana:
ARTICLE I.
Grant of Non-exclusive Franchise & Term

CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Louisiana Gas, its successors and assigns, hereinafter called “Grantee,” is hereby granted a nonexclusive right to construct, install, operate, and maintain in the Town of Blanchard, as now and hereafter constituted (hereinafter, the “Municipality”), pipelines and related facilities for the transportation, distribution, delivery, and sale of gas and for such purposes to use, and excavate in, the public highways, bridges, streets, sidewalks, alleys, squares, commons, grounds, and other publicly owned areas for a period of twenty-five (25) years.

ARTICLE II.

Standard for Installation & Maintenance; Relocation

Grantee’s facilities shall be installed and operated in a workman-like manner. Grantee, in the construction, reconstruction, or adjustment of its pipelines or any related facilities, shall not take up or excavate any pavement or street, alley, or other public place at any time without first providing twenty-four (24) hours’ notice of same and the method to be used to the Mayor or his duly authorized agent(s).

Grantee shall tunnel beneath paved streets, sidewalks, and alleys wherever practical in laying and replacing mains. Grantee shall refill its excavations and restore sidewalks and pavements promptly, and if such refill or restoration is not commenced within fifteen (15) days, then it may be done by the Municipality at Grantee’s expense.

Grantee’s lines shall be laid so as not to interfere with the present sewer and/or water system. Additionally, Grantee’s lines shall be located so as to cause minimum interference with any and all other public use systems in the Municipality and with the rights and reasonable convenience of property owners who own property that adjoins property of Municipality. If, during the course of Grantee’s construction, installation, or maintenance of its gas system or related facilities, there occurs a disturbance of any property of Municipality by Grantee, Grantee shall replace and restore such property to a condition reasonably comparable to the condition of the property existing immediately prior to such disturbance.

If Municipality shall lawfully elect to vacate, relocate, abandon, alter, reconstruct, or change any of Municipality’s property, Grantee, upon thirty (30) days written notice by Municipality via certified mail to Grantee, shall remove, re-lay and relocate its structure, equipment, and facilities at its own expense. Should the Grantee refuse or fail to remove any such structure, equipment, or facilities within thirty (30) days after written notification, Municipality shall have the right to remove any component parts at Grantee’s expense. If a new sewer and/or water line crosses Grantee’s pipeline at the same level, then Municipality may, if Grantee has not done so after reasonable notice, raise or lower Grantee’s line at Grantee’s expense but only under Grantee’s supervision . On the request of any third person holding a lawful building moving permit, Grantee shall protect, support, raise, lower, temporarily disconnect, relocate in or remove from any of Municipality’s property, as necessary, and property of the Grantee provided: (i) the expense of such is paid by such third person benefiting from the relocation; and (ii) Grantee is given reasonable advance written notice to prepare for such changes (such reasonable advance written notice shall be no less than thirty (30) days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation). However, if any relocation of Grantee’s pipelines and/or related facilities is required as a result of any project of the United States federal government or any project financed in whole or in part by the United States federal government, then the Municipality shall pay Grantee the costs and expenses incurred by Grantee in relocating Grantee’s pipelines and/or related facilities up to but not greater than the total finances provided in connection with any such project by the United States federal government.

This Municipality may inspect Grantee’s construction work at any time, or have said work inspected by a qualified engineer.

ARTICLE III.

Indemnification & Hold Harmless

Grantee shall indemnify, save, and hold harmless the Municipality from any and all acts, omissions, claims, demands, or causes of action for injuries and damages to persons or property caused by or arising out of the construction, renewing, maintenance, operation, removal, adjustment, or repair of Grantee's gas delivery or transmission system, or by virtue of Grantee conducting such business in the Municipality; provided, however, that nothing herein shall be construed to require Grantee to indemnify the Municipality or any person from or against any liability attributable to Municipality or its employees, agents, or representatives. Grantee shall maintain throughout the term of this franchise, comprehensive general liability insurance in such amounts and with such carriers as set forth in one or more resolutions of Municipality setting forth the Municipality's policy for such insurance, covering and affecting Grantee's operations in the Municipality. Grantee shall notify the Town of cancellation of such policy(ies) at least 30 days in advance of such cancellation.

ARTICLE IV.

Maps & Inventory of Facilities

Grantee shall provide to Municipality, upon reasonable notice, (1) such maps, plats, and/or drawings as the Municipality may request which depict the location of all gas pipelines and other related facilities used for the transmission and distribution of gas within the corporate limits of the Municipality, costs for any reproduction of such to be borne by the Municipality; (2) an inventory of all equipment, structures, and facilities comprising Grantee's gas system within the corporate limits of the Municipality; (3) a description of any and all anticipated construction, major maintenance, and installation activities which shall include the specific locations and the beginning and ending dates of all projects to be commenced during the next calendar year, and the tentative locations and beginning and ending dates for all projects contemplated for the two-year period following the next calendar year; and (4) names of all contractors acting or working on behalf of Grantee within the Municipality along with the name and home, office, and mobile (cellular or other) telephone numbers of a person with authority to act on behalf of such contractor(s) in case of emergency.

Grantee shall keep all of the information required by this Article IV current at all times by immediately providing Municipality written notice of any and all changes.

ARTICLE V.

Connection Point and Service Standards

The point of delivery of gas to the consumer shall be at the inlet to the consumer's meter, and service pipe and facilities necessary to safely receive and utilize the gas at and beyond that point of delivery shall be furnished and maintained by the consumer, except that Grantee shall furnish and connect the gas meter. Title to all equipment installed by Grantee shall remain in Grantee, and Grantee shall have the unqualified right to use, extend, repair, replace, change, abandon, or remove facilities installed under the authority of this grant or any other facilities as it may determine to be necessary or desirable from time to time in the ordinary course of its business. Grantee will not be obligated to commence, extend or continue any particular gas service by means of facilities installed under the authority of this grant or any other facilities except as Grantee may determine the prudent management and use of its present and future gas supply and facilities to permit and in accordance with Grantee's applicable rates, rules, regulations, policies, and procedures, including curtailment procedures, as the same may exist and by changed from time to time. Grantee may promulgate and enforce reasonable rules, regulations, and requirements governing the sale, delivery, receipt, and use of gas furnished by Grantee and the commencement and discontinuance of gas service, all in accordance with applicable law.

ARTICLE VI.

Rates

Grantee's rates currently effective in this Municipality for gas service shall continue in effect until raised or lowered in the manner provided by law. In consideration of this grant, beginning on the

date Grantee files its written acceptance of this ordinance, as provided for in Article VII hereinbelow, and thereafter for as long as this ordinance remains in effect in accordance with its terms, Grantee shall pay to the Municipality, five percent (5 %) of Grantee's gross receipts from gas sales to residential and commercial customers located inside the city limits ("Gross Receipts"). If the total amount of all such taxes, fees, levies, or charges for which Grantee is liable exceeds the 5 % percent gross proceeds of such revenues, the amount in excess of such 5 % percent shall be paid to the Municipality by the Grantee. Amounts due hereunder shall be computed quarterly, for the periods ending March 31, June 30, September 30, and December 31, and payments shall be made within thirty (30) days after the expiration of the quarter with respect to which payment is due.

During the period of the franchise herein granted and upon Grantee's payment of amounts due and payable as set forth in this Article VI, Grantee shall furnish to Municipality with such payment a statement certified as to accuracy by Grantee showing the Gross Receipts derived by Grantee from the distribution and sale of gas to residential, commercial, and industrial customers within the corporate limits of Municipality.

ARTICLE VII.

Acceptance and Continuance for Term

This franchise ordinance will not be effective unless it is accepted by Grantee by written notice delivered or mailed to the Mayor within ninety (90) days after the date of its passage and publication as required by law. Upon its timely acceptance, this ordinance shall continue in effect for a period of twenty-five (25) years from the date of its passage and approval as indicated below.

ARTICLE VIII.

Forfeiture

The Municipality may at any time declare a conditional forfeiture of this grant for a continuing violation by Grantee of any of the terms hereof. In such event, the Municipality shall give written notice, specifying all grounds on which forfeiture is claimed, by certified 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 the violation, or to file suit in a court of competent jurisdiction for an adjudication or declaration of the rights of the parties with respect to the forfeiture of the franchise. No forfeitures shall be effective unless and until: (1) the Grantee shall have continued such violation or violations for more than sixty (60) days after receipt of such written notice from the Municipality without filing such suit; or (2) Grantee shall have continued such violation or violations for more than sixty (60) days (or such other longer period as the court in its discretion shall allow) after the entry or affirmance 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.

ARTICLE IX.

Severability

The provisions hereof are intended to be separate and severable, and the holding of any portion hereof to be invalid shall not affect the other portions.

Motion made by Jones to adopt Ordinance 14 of 2012 as amended. Second by Whittington

Roll call vote:

YEAS: Ashby, Jones, Prewett, and Whittington

NAYS: None

ABSTAINED: None

ABSENT: None

Alderperson Lee served as Mayor Pro-Tem.

And Ordinance 14 of 2012 was adopted this 11th day of December, 2012.

Public Hearing Ordinance 15 of 2012-New Standards for Building Permits issuance and administration along with certificate of occupancy.
Public opened at 7:38 p.m. There being no discussion, the hearing closed at 7:39 p.m.

Vote on Ordinance 15 of 2012-Postpone to a date to be determined. New Standards for Building Permits issuance and administration along with certificate of occupancy.
Motion by Jones to defer to the January 8, 2012, Council meeting. Second by Ashby.
Roll Call Vote:
YEAS: Ashby, Jones, Prewett, and Whittington
NAYS: None
ABSTAINED: None
ABSENT: None
Alderperson Lee served as Mayor Pro-Tem

NEW BUSINESS

Appoint Don Jones to Fire District Board to serve January 1, 2013 to December 31, 2014.
Motion by Whittington to appoint Don Jones to Fire District Board to serve January 1, 2013 to December 31, 2014. Second by Ashby. All voted yea.

David Wolf-DHH Bond attorney
Attorney David Wolf informed the Council of the changes needed to have the entire water plant construction loan funded through the DHH.

Jimmy Sitter-contract amendment
Motion by Whittington to accept the new agreement between the Town of Blanchard and Jimmy Sitter, D/B/A Building Inspections Plus. Second by Jones. All voted yea.

REPORT OF DEPARTMENTS
Buildings and Grounds-Whittington nothing to report.

Streets and Rights of Way-Jones nothing to report.

Water Department-Prewett stated everything running good including the new water plant construction.

Sewer Department-Ashby everything running good.

Police Department-Presswood left early.

Treasurer Report-Lee nothing to report.

COMMENTS BY THE MAYOR:
Mayor Pro-Tem Lee announced the Safety Meeting is scheduled for December 13th at 6:30 p.m. Motion by Whittington to adjourn, second by Jones. All voted yea. Adjourned 8:20 p.m.

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PATSY LEE, MAYOR PRO TEM DEBRA SMITH, TOWN CLERK