

**204 North Cedar Street
Tallulah, Louisiana 71282
Telephone (318) 574-0964
Fax (318) 574-2773
www.cityoftallulah.org**



Office of the Mayor

Regular Council Meeting Agenda

Thursday, March 14, 2024

5:30 P.M., City Hall

**Charles M. Finlayson
Mayor
Joseph Scott
District 1
Lisa Houston
District 2
Carla Turner-Harris
District 3
Marjorie Day
District 4
Toriano Wells
District 5**

1. Call to Order
2. Pledge of Allegiance & Prayer
3. Roll-Call
4. Public Comments on the Agenda
5. Approve Minutes of the February 22, 2024, Regular Meeting
6. Section 8 Report
7. Approve Security Fee Change for Community Center Rental
8. Presentation of Salary Schedules:
Mayor, Clerk, Chief of Police, Code Enforcer, City Superintendent, Water Company Director, Mayor's Assistant and Deputy Clerk.
9. Public Comments
10. Adjourn

Special Accommodations

Any person needing reasonable accommodations to attend a public meeting held by the Tallulah City Council should contact Gerald Odom at 318-574-0964 three (3) days prior to the meeting date. If further information is needed, please contact Mr. Odom at the number listed above.

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To: Joe Scott
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From: Mayor Charles Finlayson

Subject: Agenda Items

Date: March 13, 2024

Councilman Wells requested the following items be added to the March 14, 2024, agenda. Please see below for his requests and my comments in red:

1. Presentation from Department Heads of the City. At a previous meeting the Mayor stated that he would have department heads to attend city meetings for discussions.

Department heads can be made available to answer specific questions, however, they will not provide presentations.

2. Discussion of University and Tank Street projects.

On agenda

3. Ethel Street Drainage Project.

The Harlem Street and Ethel Street Projects are FEMA led projects with the Parish. Per Jaime Seals of Quality Engineering (Engineering firm selected for this project), the Ethel Street Project has not been finalized nor given permission to proceed by FEMA. FEMA is still working with GOHSEP on finalization.

4. Presentation by City Clerk of the following salary schedules: Mayor, Clerk, Chief of Police, Code Enforcer, City Superintendent, Water Company Director, Mayors Assistant, and Deputy Clerk.

On agenda

<u>Position</u>	<u>Salary</u>
Mayor (by ordinance) *base salary	*\$65,500/annual
Clerk (by ordinance) *base salary	*\$65,300/annual
Chief of Police (by ordinance) *base salary	\$50,000 /annual
Utilities Manager (Water Plant Operator)	\$32.00/hr
City Superintendent	\$26.00/hr
Deputy Clerk	\$24.10/hr
Mayors Assistant,	\$20.72/hr
Code Enforcement Officer	\$15.00/hr



February 22, 2024

Mr. Charles M. Finalyson
Mayor, City of Tallulah
204 North Cedar Street
Tallulah, LA 71282

Dear Mr. Finalyson,

My Office received your request for an opinion regarding whether city councilmen can vote on an item that is not listed on the posted agenda. As the Louisiana Attorney General has been tasked specifically with the review of actions taken by cities and municipalities governed by the Lawrason Act, I will opine as to my opinion on the issue. However, I want it to be noted that this opinion does not and cannot supersede any opinion that may be requested of the Louisiana Attorney General to address this matter. Additionally, I will attach Opinion 15-0122 written by the Louisiana Attorney General on January 8, 2016.

The Open Meetings Law, found in La. R.S. 42:12 – La. R.S. 42:28, regulates meetings of public bodies. It is designed to ensure state integrity and to increase the public's trust and awareness of its governing officials. You asked whether an item that is not posted on the agenda may be discussed and voted upon without a motion to add an item to the agenda. To answer your question, one must examine the issues, or parts, of the question while referencing the state statutes that govern those issues as they relate to open meetings. To do this, I will break down La. R.S. 42:19 as it relates to the issues in your question.

First, we have to address how the notice requirement of an agenda as it relates to changes. La. R.S. 42:19(A)(1)(b)(ii)(aa) states, in pertinent part, that the agenda shall not be changed less than 24 hours, exclusive of Saturdays, Sundays, and legal holidays, prior to the scheduled time of the meeting. So, according to this statute, no changes should be made to an agenda less than 24 hours prior to the meeting.

Next, we must look at whether there are any exceptions to this rule. In this case, there is an exception. The statute grants the authority of a public body to make immediate changes to an agenda during a meeting of said public body. La. R.S. 42:19(A)(1)(b)(ii)(cc) states, in pertinent part, upon unanimous approval of the members present at a meeting of a public body, the public body may take up a matter not on the agenda. Thus, if the item that is not on the agenda is to be added, it must be done by a unanimous vote of the members present.

Additionally, La. R.S. 42:19(A)(1)(b)(ii)(cc) requires that any such matter shall be identified in the motion to take up the matter not on the agenda with reasonable specificity, including the purpose for the addition to the agenda, and entered into the minutes of the meeting. The statute requires that the member of the public body who wishes to add a non-listed item to the agenda state why it

is necessary to be added to the agenda and describe the item to be discussed in a manner that a reasonable person could understand.

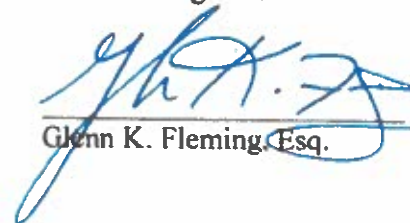
Further, La.R.S. 42:19(A)(1)(b)(ii)(cc) gives clarification as to the procedure for adding an item to the agenda by stating, in pertinent part, prior to any vote on the motion to take up a matter not on the agenda by the public body, there shall be an opportunity for public comment on any such motion in accordance with R.S. 42:14 or 15. So, the public must be granted an opportunity to comment on any matter not listed on the agenda prior to any vote to have the item added to the agenda.

Lastly, La.R.S. 42:19(A)(1)(b)(ii)(cc), states, in pertinent part, the public body shall not use its authority to take up a matter not on the agenda as a subterfuge to defeat the purposes of this Chapter. This portion of the statute is made to let public bodies know that this statute as it relates to notice requirements for meetings is not optional and should be followed to the letter.

So, when we look at the question that was posed, can an item not posted on the agenda be discussed and voted upon without a motion to add the item to the agenda, the short answer is no. The item must first be added to the agenda by a motion. This motion must include a reasonably specific description of the item and the reason that it is to be added to the agenda. After the motion is made, the floor must be made open for public comment so that the public can weigh in as to any potential issues that they may have with the item. Once public comment is closed, the item may then be voted on. It must receive a unanimous vote by the present members of the body to be added to the agenda. Lastly, if all of those steps are fulfilled, then the item may be properly placed on the agenda, discussed, and voted on.

If an item is not listed on the agenda and it is called up for a discussion or a vote, you must seek relief through the Sixth Judicial District's District Attorney's office to rectify any action taken on the item which you deem improper. An enforcement proceeding may be brought by any individual who has been denied any right under the Open Meeting Law or who has reason to believe that his or her rights have been violated. **La.R.S. 42:25.** La.R.S. 42:26 provides relief for those that prevail in an enforcement proceeding, which includes but is not limited to, rendering the action void. Therefore, if such a situation has taken place, you need to consult with the District Attorney of the Sixth Judicial District to opine their opinion as to the legality of the issue before you.

With best regards,



Glenn K. Fleming, Esq.

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From: Mayor Charles Finlayson

Subject: Tallulah Forensic Audit

Date: February 21, 2024

As you all are aware, at the February 8, 2024, Councilman Wells and Councilwoman Harris voted to have a forensic audit performed on the City of Tallulah. Councilman Scott voted no and because there were only three members present, it appeared at that time that the two 2-1 vote carried.

I have spoken with legal representation and it is my belief that the actions taken, with regard to this matter, were done incorrectly. Voting to have a forensic audit was not an agenda item, nor was it added to the agenda. I have been advised to request an Attorney General Opinion on this matter.

Until we receive the Attorney General Opinion, there will be action on this matter. I want each of you to know that this is not a position I support. After our audit came back with no financial findings, it is my belief that spending any City funds on a forensic audit is completely irresponsible and unwarranted.

I look forward to the requested opinion on this matter.

Council:

Chief McCoy would like to make the following change to the Community Center Rental Agreement:

Current

2.c. Security Fee of \$125 per guard; Security shall be provided by the City of Tallulah or a representative designated by the City of Tallulah. Number of guards depends on venue usage.

Proposed Change

2.c. Security fee of \$40 per guard, per hour. Security shall be provided by the City of Tallulah or a representative designated by the City of Tallulah. Number of guards shall be determined by the Police Chief.

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CITY OF TALLULAH COMMUNITY FACILITY ***REVISED SEPTEMBER 24, 2018*** VENUE RENTAL AGREEMENT

City of Tallulah Public Facilities are "SMOKE FREE" – STATE LAW

CITY OF TALLULAH VENUE RENTAL AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into as of such Date: _____, by and between City of Tallulah 204 North Cedar, Tallulah, Louisiana (318) 574-0964 (hereinafter referred to as the "Owner"), and

Client Name: _____

Address: _____

Telephone: _____

(hereinafter referred to as the "Client")

WHEREAS, Client desires to rent Owner's venue Tallulah Community Center, located at 900 Beech Street - Tallulah, LA 71282 (hereinafter referred to as the "Venue") for Client's private event; and, subject to the terms and conditions hereof, Owner agrees to such rental.

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration set forth, the parties agree as follows:

1. THE EVENT

(a) Client Details.

(i) Contact Person Name: _____

(ii) Phone Number: (____) _____ - _____

(iii) Email: _____

(b) **Event Details.** Owner shall make the Venue available to Client for the event described in this paragraph (hereinafter referred to as the “Event”); **Each Event can be NO MORE than Six (6) Hours. Client has 24 hours to decorate prior to engagement without charge, provided Community Center is available.**

- (i) Name of Event: _____
- (ii) Event Date: _____
- (iii) Set up Time: _____
- (iv) Event Start Time: _____
- (v) Event End Time: _____

(c) **Venue Usage.**

- (i) Type of Event: _____
- (ii) Expected Attendance #: _____
- (iii) Persons/Items Supplied By Venue.

(1) Security: \$125 per Guard @ _____ = \$ _____ (see (c) below)
Cover Charge Event requires Four (4) Security Guards

(2) Seating/Tables: **Yes**

2. DEPOSITS / RENTAL FEE

(a) **Non-Refundable Retainer:** Upon execution of this Agreement, Client shall understand that Two Hundred Dollars (\$200) of the rental fee shall be deemed a non-refundable retainer in the event that Client cancels and owner has not received written notice of cancellation within 45 days of the event.

(b) **Rental & Clean-up Fee:** In consideration of Owner’s full and faithful performance of all of Owner's obligations as set forth herein, Client shall pay to Owner **Three Hundred Dollars (\$300) for Cover Charge Event or Three Hundred Dollars(\$300) for non-Cover Charge Event**, which shall be payable as follows: **Seven (7) days** after booking event and must be paid in full between that time – **NO EXCEPTION**; and there is a \$200 non-refundable cost if owner has not received “**WRITTEN**” notice of cancellation within 45 days of the event. Cover Charge Event cannot be booked more than 90 days of Event without Mayor’s approval.

(c) **Security Fee** of \$125 per guard; **Security shall be provided by the City of Tallulah or a representative designated by the City of Tallulah.** Number of guards depends on Venue Usage.

(d) **Alcohol Special Venue Permit Fee:** The City of Tallulah **DOES NOT ALLOW “BYOB”** without City’s Alcohol Special Venue Permit: Cost - \$100 Non-Cover Charge Event and \$200 Cover Charge Event.

(e) **Clean-up Fee:** \$125; clean-up fee can be “**Refunded**” if “**Client**” chooses to remove all trash from the “**Venue**” at the end of event.

(f) **Exempt Rental Fee:** Repast, School Districts, and Governmental Agencies may occupy the Venue at **NO COST** between the hours of **7:00am – 7:00pm** based on availability and Mayor’s approval.

(g)

3. CANCELLATION

As described herein, the Retainer is fully refundable. Provided that Client provides “**WRITTEN**” notice of cancellation to Owner at least 45 days prior to the Event (the “Cancellation Deadline”) Client shall receive full payment of the Fee. In the event that Client’s notice of cancellation is received by Owner after the Cancellation Deadline, Client shall receive remainder of the Fee, regardless of whether the Services are rendered by Owner.

4. CLIENT OBLIGATIONS

(a) Client agrees that any use of the Venue will comply with all statutes, ordinances, rules and regulations issued by federal, state and municipal governments, including all rules of the local police and fire departments and the alcoholic beverage commission (the “ABC”). Client agrees to obtain and to pay and deliver to the City of Tallulah permit fees and Security fees required in connection with the use of the facilities (if needed).

(b) The conduct of all Event attendees and guests while on Venue property shall be the responsibility of Client. Client also accepts all responsibility for any injury to person(s) or property, or loss of or damage to property or theft of personal property on Venue premises during the Event. Failure by any Event attendee or guest to comply with all applicable rules and regulations will be cause for eviction. Venue retains the right to evict objectionable persons from the premises.

(c) Client agrees not to bring on to the Venue premises any material, substance, equipment or object that is likely to endanger the life of, or cause bodily injury to any person or property or which is likely to be a hazard.

(d) Alcoholic beverages may be allowed, **NOT SOLD** during the Event at the Venue, provided that Client pays for and displays the One Day “**City’s - Alcohol Special Venue Permit**” by which Client has assumed all responsibilities. All service and consumption of alcohol must conclude one (1) hour prior to the Event end time to allow drivers to prepare to leave. Client is responsible for all attendees and guests that leave the premises after consumption of alcohol. Client is responsible to ensure that all persons consuming alcoholic beverages at the Event are of legal age. Serving of alcohol to those under the legal age is a violation of state law and violators will be escorted off the property, Client will be Fine not less than \$250 per violator and Event will be shut down.

5. ASSUMPTION OF RISK

Client acknowledges that Client and the Event’s attendees and guests use of the Venue during the Event may present certain risks to Client and the Event’s attendees and guests, and Client knowingly, willingly and voluntarily assumes any and all risks associated therewith, whether known or unknown, foreseeable or unforeseeable, specifically including but without limitation, the risk of physical or mental or emotional injury, minor and/or severe bodily harm, and/or illness, which arise by any means, including, without limitation: acts, omissions, recommendations or advice given by Owner or its agents, employees, or other persons or entities affiliated with the Event; participation in inherently dangerous activities, latent or apparent defects or conditions in the Venue; weather or other natural conditions; human error; Client and/or the Event’s attendees’ and guests’ physical and mental condition; Client and/or the Event’s attendees’ and guests’ acts or omissions; first-aid, emergency treatment or other services rendered to Client and/or the Event’s attendees and guests.

6. WAIVER AND RELEASE

Client knowingly, willingly and voluntarily releases, discharges and relinquishes any and all claims, actions and lawsuits of any kind against Owner, and its related and affiliated companies, licensees, sponsors, successors and assigns, and its employees, agents, contractors, partners, representatives and members, related to or arising from Client's use of the Venue during the Event (excluding claims for breach or alleged breach of Owner's indemnifying representation, warranties or agreements made herein). Client will, as condition for entering the Venue, cause each of the Event's attendees and guests to agree to the same and indemnify and hold Owner harmless for any and all liability and damages (including, without limitation, reasonable attorneys' fees) that Owner might suffer from any claim made by any Event attendee and guest related to or arising from such attendee's and/or guest's use of the Venue during the Event.

7. INDEMNIFICATION

Except as otherwise provided herein, Owner and Client agree to indemnify and hold one another harmless for any and all liability and damages (including, without limitation, reasonable attorneys' fees) the other party hereto may suffer as a result of any and all claims, damages, costs or judgments for personal injury, property losses or property damages incurred or suffered by or threatened against the other party in connection with any claim brought by or on behalf of any third party, person, firm or corporation (including either Client's or Owner's employees) as a result of or in connection with the Event, provided that such claims result from the breach or alleged breach of the indemnifying party's warranties, representations or agreements herein.

8. MISCELLANEOUS

(a) In the event that any provision or part of this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts shall be and remain in full force and effect.

(b) This Agreement is not assignable or transferable by either party, in whole or in part, without the prior written consent of the non-assigning party.

(c) This Agreement constitutes the entire agreement between the parties hereto with respect to the specific subject matter hereof and supersedes all prior agreements or understandings of any kind with respect to the specific subject matter hereof.

(d) Any modification to this Agreement must be in writing and signed by the parties or it shall have no effect and shall be void.

(e) This Agreement shall be governed in accordance with the laws of the State of LA, applicable to agreements to be wholly performed therein.

SUMMARY OF COST:

Rental Fee:

Exempt Fee	\$ <u> \$-0- </u>
Non Cover Charge Event \$300	\$ _____
Cover Charge Event \$300	\$ _____
Security (\$125 per Guard): # of Guard/s _____ <i>(City will determine number of guards needed)</i>	\$ _____
Alcohol Special Venue Permit Fee \$100/\$200	\$ _____
Clean Up Fee (Refundable if venue properly cleaned)	\$ <u> 125.00 </u>

Total Fees: \$ _____

I, **Client**, agree to remove all trash from the “**Venue**” after Event is over: _____
Client Signatory

PAYMENT METHOD: Cash made in person, Cashier Check/Money Order – Made Payable to “**City of Tallulah**”
NO PERSONAL CHECK!

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written above.

OWNER: City of Tallulah, Louisiana

CLIENT: _____
PRINT

Authorized Clerk’s Signatory

Authorized Signatory