

CITY ORDINANCE NO. CO-006-2023

AN ORDINANCE OF THE LAFAYETTE CITY COUNCIL AUTHORIZING THE LAFAYETTE MAYOR-PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF LAFAYETTE, AMERICAN LEGION POST #241 AND ITS AUXILIARY MEMBERS BY AND THROUGH THE LOUISIANA DEPARTMENT OF THE AMERICAN LEGION, AND AMVETS LOUISIANA 2007 RELATIVE TO THE OPERATION OF A LAFAYETTE VETERANS CENTER

BE IT ORDAINED by the Lafayette City Council, that:

WHEREAS, the City of Lafayette is the owner of certain immovable property bearing a municipal address of 527 Evangeline Drive, Lafayette, LA 70501, the former site of a Lafayette Fire Department Fire Station which is currently vacant and has not been utilized for years (“Subject Property”); and

WHEREAS, veterans of our United States Armed Forces who live in the City and Parish of Lafayette suffer from poverty, homelessness, substance abuse disorders, and mental illness at rates disproportionate to that of non-veteran citizens; and

WHEREAS, national statistics reveal the magnitude of the severity of these issues, some of which are as follows:

- Veterans are 50% more likely to become homeless than other Americans due to poverty, lack of support networks, and dismal living conditions in overcrowded or substandard housing.
- Veterans between the ages of 18 and 30 are twice as likely as adults in the general population to be homeless.
- Roughly 56% of all homeless veterans are African-American or Hispanic, despite only accounting for 12.8% and 15.4% of the U.S. population respectively.
- About 53% of individual homeless veterans have disabilities, compared with 41% of homeless non-veteran individuals.
- Half suffer from mental illness; two-thirds suffer from substance abuse problems; and many from dual diagnosis (which is defined as a person struggling with both mental illness and a substance abuse problem).
- Homeless veterans tend to experience homelessness longer than their non-veteran peers. Veterans spend an average of nearly six years homeless, compared to four years reported among non-veterans.

WHEREAS, in light of these daunting statistics, those veterans in our community who suffer from these issues are in desperate need of social welfare support services; and

WHEREAS, American Legion Post #241 and its Auxiliary Members by and through the Louisiana Department of the American Legion, and Amvets Louisiana 2007 (collectively “Veteran Groups”) have expressed interest in and a desire to provide assistance in obtaining critical veteran social welfare services for the citizens of the City and Parish of Lafayette, Louisiana who are veterans of the United States Armed Forces in need of such vital support services, resources, and/or initiatives; and

WHEREAS, the services, resources, and/or initiatives to be offered by the Veteran Groups will include, among others, assistance with financial resources, access to and assistance

with applying for available benefits, assistance with behavioral and mental health and wellbeing issues, and resources for assistance with substance and alcohol abuse; and

WHEREAS, the City of Lafayette recognizes the important public purpose of having meaningful social welfare services, resources, and initiatives available to those veterans of the United States Armed Forces and their families in our community who are in need, and desires to facilitate same by providing the Veteran Groups with the use of the Subject Property which provides a safe and healthy environment for those veterans and their families who are in need to engage in fellowship and to build the necessary support channels that lead to a productive and healthy lifestyle; and

WHEREAS, Article VII, Section 14(C) of the 1974 Constitution of the State of Louisiana, provides that, for a public purpose, public entities, parishes, municipalities and political subdivisions together with private entities, may engage in and make cooperative endeavor agreements or intergovernmental agreements between themselves for specific purposes; and

WHEREAS, Article VII, Section 14(B) of the 1974 Constitution of the State of Louisiana authorizes “the use of public funds for programs of social welfare for the aid and support of the needy” and such use does not constitute a prohibited gratuitous donation under Article VII, Section 14(A) of the 1974 Constitution of the State of Louisiana; and

WHEREAS, it is necessary and desirable that a Cooperative Endeavor Agreement be executed by the City of Lafayette and the Veteran Groups setting forth certain terms and conditions related to the use of the Subject Property by the Veteran Groups.

NOW, THEREFORE, BE IT FURTHER ORDAINED by the Lafayette City Council, that:

SECTION 1: All of the aforescribed “Whereas” clauses are adopted as part of this ordinance.

SECTION 2: The Lafayette Mayor-President is hereby authorized and directed to execute a Cooperative Endeavor Agreement between the City of Lafayette and the Veteran Groups.

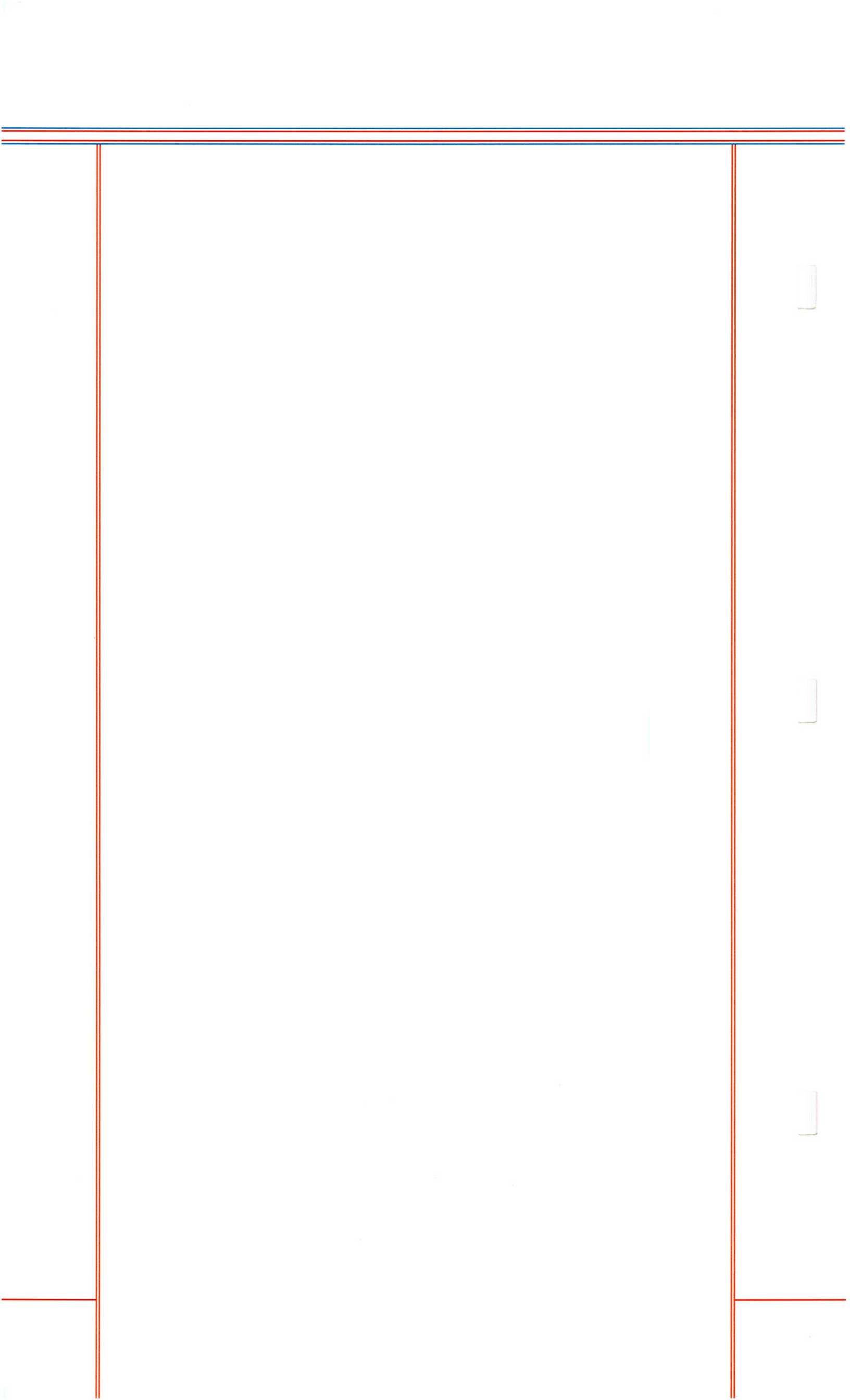
SECTION 3: The Cooperative Endeavor Agreement authorized in Section 2 shall be substantially in the form attached hereto, but may be revised, subsequently amended, and/or may contain such additional provisions, as the Lafayette Mayor-President, in consultation with the Lafayette City-Parish Attorney, may deem necessary, convenient, or desirable to carry out the intent and provisions of this ordinance.

SECTION 4: Upon execution of the Cooperative Endeavor Agreement, the Chief Financial Officer for the Lafayette City-Parish Consolidated Government is hereby authorized and directed to prepare any and all internal and/or administrative budget revisions necessary to comply with the dictates of this ordinance.

SECTION 5: All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

SECTION 6: This ordinance shall become effective upon signature of the Lafayette Mayor-President, the elapse of ten (10) days after receipt by the Lafayette Mayor-President without signature or veto, or upon an override of a veto, whichever occurs first.

* * * * *



COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN THE CITY OF LAFAYETTE, AMERICAN LEGION
POST #241 AND ITS AUXILIARY MEMBERS BY AND THROUGH THE
LOUISIANA DEPARTMENT OF THE AMERICAN LEGION, AND
AMVETS LOUISIANA 2007, RELATIVE TO THE OPERATION OF A
LAFAYETTE VETERANS CENTER

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN that, on the dates and at the places below mentioned, and in the presence of the undersigned authorities, Notaries Public, in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses, came and appeared:

CITY OF LAFAYETTE, a political subdivision of the State of Louisiana represented herein by Joshua S. Guillory, Mayor-President, pursuant to that authority granted by City Ordinance CO-006-2023, a copy of which is attached hereto and made a part hereof ("Lafayette")

and

AMERICAN LEGION POST #241 AND ITS AUXILIARY MEMBERS, by and through the Louisiana Department of the American Legion, a Louisiana non-profit corporation, organized under the laws of the State of Louisiana and domiciled at Baton Rouge, East Baton Rouge Parish, Louisiana represented herein by its authorized representative;

and

AMVETS LOUISIANA 2007, a Louisiana non-profit corporation, organized under the laws of the State of Louisiana and domiciled at Lafayette, Lafayette Parish, Louisiana represented herein by its authorized representative;

Collectively "Veteran Groups"

(Lafayette and Veteran Groups are individually sometimes referred to as "Party" and collectively as "Parties"), who, having been duly sworn, enter into this Cooperative Endeavor Agreement ("Agreement") subject to the following terms and conditions:

WITNESSETH

WHEREAS, the City of Lafayette is the owner of certain immovable property bearing a municipal address of 527 Evangeline Drive, Lafayette, LA 70501, the former site of a Lafayette Fire Department Fire Station which is currently vacant and has not been utilized for years (Subject Property); and

WHEREAS, Veteran Groups have expressed interest in and a desire to provide assistance with obtaining critical veteran social welfare services for the citizens of the City and Parish of Lafayette, Louisiana who are veterans of the United States Armed Forces in need of such vital support services, resources, and/or initiatives; and

WHEREAS, the services, resources, and/or initiatives to be offered by the Veteran Groups will include, among others, assistance with financial resources, access to and assistance with applying for available benefits, assistance with behavioral and mental health and wellbeing issues, and resources for assistance with substance and alcohol abuse; and

WHEREAS, the City of Lafayette recognizes the important public purpose of having meaningful social welfare services, resources, and initiatives available to those veterans of the

United States Armed Forces and their families in our community who are in need, and desires to facilitate same by providing the Veteran Groups with the use of the Subject Property which provides a safe and healthy environment for those veterans and their families who are in need to engage in fellowship and to build the necessary support channels that lead to a productive and healthy lifestyle; and

WHEREAS, Article VII, Section 14(C) of the 1974 Constitution of the State of Louisiana, provides that, for a public purpose, public entities, parishes, municipalities and political subdivisions together with private entities, may engage in and make cooperative endeavor agreements or intergovernmental agreements between themselves for specific purposes; and

WHEREAS, Article VII, Section 14(B) of the 1974 Constitution of the State of Louisiana authorizes "the use of public funds for programs of social welfare for the aid and support of the needy" and such use does not constitute a prohibited gratuitous donation under Article VII, Section 14(A) of the 1974 Constitution of the State of Louisiana;

WHEREAS, it is necessary and desirable that a Cooperative Endeavor Agreement be executed by the City of Lafayette and the Veteran Groups setting forth certain terms and conditions related to the use of the Subject Property by the Veteran Groups.

NOW, THEREFORE, in consideration of the covenants set forth herein, Lafayette and Veteran Groups hereby agree and contract, as follows:

1. All of the aforementioned "WHEREAS" clauses are adopted as part of this Agreement.

2. **AGREEMENT.** As of the Effective Date (as hereinafter defined), the Parties agree as follows:

a. *Obligations of Veteran Groups.* Veteran Groups shall:

i. operate a Lafayette Veterans Center ("LVC") by providing, among others, the following social welfare services, resources, and/or initiatives to those veterans of the United States Armed Forces and their families in our community who are in need:

- assistance with financial resources;
- access to and assistance with applying for available benefits;
- information on and assistance with behavioral and mental health and wellbeing issues; and
- resources for assistance with substance and alcohol abuse;

ii. supply, at its sole expense, all staff, employees, personnel, tools and equipment necessary to operate the LVC;

iii. abide by any and all applicable rules and/or regulations of the City of Lafayette and/or the Lafayette City-Parish Consolidated Government;

iv. abide by any and all applicable local, state, and/or federal laws; and

v. carry and maintain the insurances required by Section 7 of this Agreement.

b. *Obligations of Lafayette.* In consideration of the obligations of Veteran Groups detailed herein, Lafayette shall:

i. provide Veteran Groups with the use of the Subject Property for the operation of the LVC as set forth in Section 10; and

ii. remain responsible for all utility and maintenance costs of the Subject Property.

3. **TERM OF AGREEMENT.** The parties hereby agree that this Agreement shall be deemed effective on the Effective Date (as hereinafter defined) and shall supersede all other agreements by and between the parties concerning the operation of the LVC on the Subject Property. The term of this Agreement shall be for 1 year from the Effective Date and, unless otherwise terminated by either party, shall automatically renew for successive 1 year periods.

4. **INDEPENDENT CONTRACTOR.** The parties hereby agree that this Agreement is solely between Lafayette and Veteran Groups and, at all times, Veteran Groups shall operate as and be deemed to be an independent contractor. At all times, persons provided, utilized, and/or engaged by Veteran Groups in its operation of the LVC shall be deemed to be employees or contractors of Veteran Groups and shall not be considered to be employees or contractors of Lafayette.

5. **ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.** With the prior written consent and approval of Lafayette, through its Mayor-President, Veteran Groups may make alterations, additions, and improvements, unrelated to repairs and maintenance to the Subject Property, at its sole cost and expense. Veteran Group's ability to make these alterations, additions, and improvements to the Subject Property is limited to only those alterations, additions, and improvements that further the continued use and operation of the Subject Property as a LVC. Any and all alterations, additions and improvements approved by Lafayette and made by Veteran Groups shall be owned by Lafayette. Upon the expiration or termination of this Agreement, Veteran Groups will at once surrender the Subject Property to Lafayette, as well as all alterations, additions, and improvements thereon, which shall be the property of the Lafayette, without any right of reimbursement therefor.

6. **REVENUES AND FEES.** In consideration for the obligations and liabilities assumed by Veteran Groups herein, Veteran Groups shall be entitled to any revenues and or/fees generated from its operation of the LVC on the Subject Property during the term of this Agreement.

7. **INSURANCE.** For the mutual protection of Lafayette and Veteran Groups, Veteran Groups, at their sole cost and expense, agrees to carry and maintain, with regard to the operation of the LVC at the Subject Property, during the term of this Agreement, the following policies of insurance, to wit:

- a. Standard Worker's Compensation Insurance - Full statutory liability for the State of Louisiana with Employer's Liability Coverage of \$500,000 minimum per occurrence.
- b. Commercial General Liability - All comprehensive general liability insurance shall include coverage for the following:

A. Premises Operations	\$500,000
B. Independent Vendors	\$500,000
C. Products - Completed Operations	\$500,000
D. Contractual Liability	\$500,000
E. Broad Form Property Damage	\$500,000

c. Business Auto Liability Policy

	* BODILY INJURY <u>per person</u>	* BODILY INJURY <u>per accident</u>	* PROPERTY DAMAGE <u>per accident</u>
A. Any Auto	\$ 500,000	\$ 500,000	\$ 500,000
B. Owned Autos	\$ 500,000	\$ 500,000	\$ 500,000
C. Non-Owned Autos	\$ 500,000	\$ 500,000	\$ 500,000
D. Hired	\$ 500,000	\$ 500,000	\$ 500,000

If Coverage A - Any Auto is carried, Coverages B, C, & D will not be required. If the Vendor does not own an automobile (vehicle) and an automobile (vehicle) is utilized in the execution of the contract, then hired and non-owned coverage is required.

d. Umbrella Liability

In lieu of providing insurance at the limits required in subsections a, b, and c of this Section 7, Veteran Groups may fulfill the requirements of this Section by securing umbrella liability insurance coverage provided that the combined total of the primary and umbrella coverages satisfy the minimum required insurance limits set forth in subsections a, b, and c hereinabove.

e. Lafayette as an Additional Insured

The City of Lafayette and the Lafayette City-Parish Consolidated Government, its officials, employees and volunteers must be named on all liability policies described above as additional insureds.

f. Waiver of Insurance Requirements

Notwithstanding anything to the contrary contained herein, Lafayette, through its Mayor-President, reserves the right at all times, in its discretion, to alter, amend, and/or waive insurance requirements set forth in this Section where the insurance carried and/or to be provided by the Veteran Groups is deemed reasonable, sufficient and adequate to protect the interests of the City of Lafayette and Lafayette City-Parish Consolidated Government, provided that Lafayette shall take no steps to impose more stringent and onerous insurance requirements on Veteran Groups than those contained herein.

g. Waiver of Subrogation

Veteran Groups shall obtain a Waiver of Subrogation from all insurance carriers providing coverage under subsections a, b, c and d in this Section for any and all claims which could be asserted against the City of Lafayette and/or the Lafayette City-Parish Consolidated Government, its employees, agents, representatives, officers, directors, elected and appointed officials, and volunteers.

8. **INDEMNITIES.** Veteran Groups hereby agree to indemnify, defend and hold the City of Lafayette and the Lafayette City-Parish Consolidated Government, its employees, agents, representatives, officers, directors, elected and appointed officials, and volunteers harmless from and against any and all claims, suits, causes of action, losses, costs, liabilities, damages or expenses (including reasonable attorneys' fees) asserted against, incurred or suffered by the City of Lafayette and the Lafayette City-Parish Consolidated Government, its employees, agents, representatives, officers, directors, elected and appointed officials, and volunteers that arise out of or are in any way related, directly or indirectly, to: (i) any failure of Veteran Groups to perform any of the obligations as provided herein; (ii) Veteran Groups' use of the Subject Property and its operation of the LVC; and (iv) Veteran Groups' obligations to comply with any and all applicable City of Lafayette and/or the Lafayette City-Parish Consolidated Government rules and regulations, LCG Code of Ordinances, and any applicable Federal and State law.

9. **DEFAULT.** Default occurs in the event either Party fails or refuses to perform any obligations under this Agreement, and the failure or refusal to perform is not cured within ten (10) days after written notice of the default has been given by the non-defaulting Party. If the default cannot reasonably be cured within ten (10) days, the defaulting Party shall not be in default of this Agreement if the defaulting Party commences to cure the default within the ten-day period and in good faith continues to diligently cure the default; provided, however, the defaulting Party shall be in default hereunder if it fails to cure the default within thirty (30) days of receipt of written notice from the non-defaulting Party. In the event of default, the non-defaulting Party may, at its option (i) elect to terminate this Agreement; and/or (ii) pursue any other remedy available to the non-defaulting party, whether by law or contract, or in equity.

10. **USE OF SUBJECT PROPERTY.** Veteran Groups' use of the Subject Property shall be limited to the operation of a Lafayette Veterans Center, including other uses related thereto. The location and amount of space to be utilized by Veteran Groups on or within the Subject Property shall be approved by Lafayette, through its Mayor-President. Lafayette, through its Mayor-President, shall have the right to change, alter, modify, or re-arrange the location and amount of space utilized by Veteran Groups at any time during the term of this Agreement.

11. **ACKNOWLEDGMENT.** The Parties acknowledge and agree that this Agreement is not a lease, and does not confer upon Veteran Groups any rights or privileges which would otherwise be extended to a lessee pursuant to a lease under Louisiana law.

12. **TERMINATION.** Notwithstanding anything herein to the contrary, each Party reserve the right to immediately terminate this Agreement at any time for any reason whatsoever upon written notice to the other Party.

13. **ASSIGNABILITY.** This Agreement, or any obligation assumed herein, is assignable only with the express written consent of both Parties.

14. **UNENFORCEABILITY CLAUSE.** If any clause, sentence, paragraph, or portion of this Agreement is held invalid or unenforceable, it shall not affect the remainder of this Agreement.

15. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the Parties; all prior agreements between the Parties, whether written or oral, are merged into this Agreement and shall have no force and effect.

16. **NOTICES.** All notices called for or contemplated hereunder shall be in writing and shall be given either by hand-delivery or by certified mail, return receipt requested, postage prepaid and addressed as set forth below:

City of Lafayette

Attn: Mayor-President
705 W. University Ave.
Lafayette, LA 70506

American Legion Post #241 and its Auxiliary Members by and through the Louisiana Department of the American Legion

Attn: _____

Amvets Louisiana 2007

Attn: _____

17. **EFFECTIVE DATE.** The effective date of this Agreement shall be on the date on which the last signatory has affixed its signature hereto.

18. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.

19. **NON-APPROPRIATION CLAUSE.** Notwithstanding anything herein to the contrary, the obligations of the City of Lafayette contained herein are contingent upon the appropriation of funds by the Lafayette City Council to fulfill the requirements of this Agreement. If the City of Lafayette, after a diligent and good faith effort, fails to appropriate sufficient monies to satisfy its obligations under this Agreement, its obligations under this Agreement shall be *void ab initio*.

20. **BUDGETED FUNDS CLAUSE.** Notwithstanding anything herein to the contrary, the parties agree that the maximum amount payable by the City of Lafayette under this Agreement shall be that which is the amount necessary to fulfill Lafayette's obligations under this Agreement. In the event the total amount of the City of Lafayette's obligations under this Agreement exceeds the amount budgeted, the parties agree that the City of Lafayette shall not be liable for the amount of such increase until and unless said budget is amended as provided for by the City-Parish's Home Rule Charter to allow for such an increased amount.


THUS DONE AND SIGNED, in multiple originals, on this 7th day of February 2023, by the CITY OF LAFAYETTE, in the presence of the undersigned competent witnesses who have hereunto executed, affixed and signed their names with the CITY OF LAFAYETTE and the undersigned Notary Public, after due reading of the whole.

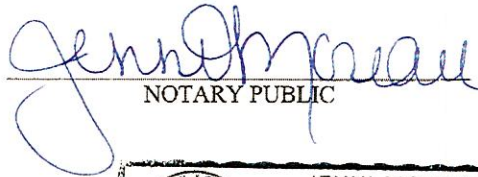
WITNESSES:

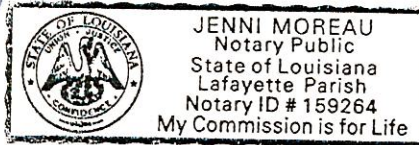
CITY OF LAFAYETTE


Printed Name: JULIE FRUGE

By: 
Joshua S. Guillory, Mayor-President


Printed Name: Marquise Watson


NOTARY PUBLIC



THUS DONE AND SIGNED, in multiple originals, on this ___ day of _____, 2023, by AMERICAN LEGION POST #241 and its Auxiliary Members, by and through the Louisiana Department of the American Legion, through its duly authorized representative, in the presence of the undersigned competent witnesses who have hereunto executed, affixed and signed their names with the American Legion Post #241 and its Auxiliary Members, by and through the Louisiana Department of the American Legion and the undersigned Notary Public, after due reading of the whole.

WITNESSES:

**AMERICAN LEGION POST #241
AND ITS AUXILIARY MEMBERS, by
and through LOUISIANA DEPARTMENT
OF THE AMERICAN LEGION,
a Louisiana non-profit corporation**

By: _____
Printed Name: _____

Printed Name: _____

Printed Name: _____

NOTARY PUBLIC

THUS DONE AND SIGNED, in multiple originals, on this ____ day of _____, 2023, by AMVETS LOUISIANA 2007, through its duly authorized representative, in the presence of the undersigned competent witnesses who have hereunto executed, affixed and signed their names with AMVETS LOUISIANA 2007 and the undersigned Notary Public, after due reading of the whole.

WITNESSES:

AMVETS LOUISIANA 2007,
a Louisiana non-profit corporation

Printed Name: _____

By: _____
Printed Name: _____

Printed Name: _____

NOTARY PUBLIC



RECEIVED
DEC 15 2022
Lafayette Parish Government
Chief Executive Office

Internal Memorandum
Legal Department

TO: Debbie Sonnier, Executive Secretary Office of the CAO
CC: Cydra Wingerter, Chief Administrative Officer
Greg Logan, City-Parish Attorney
FROM: Paul D. Escott, Assistant City-Parish Attorney
SUBJECT: City Council Agenda Item – City Ordinance
January 17, 2023 Meeting – Introduction
February 1, 2023 Meeting – Final Adoption
DATE: December 15, 2022

Debbie,

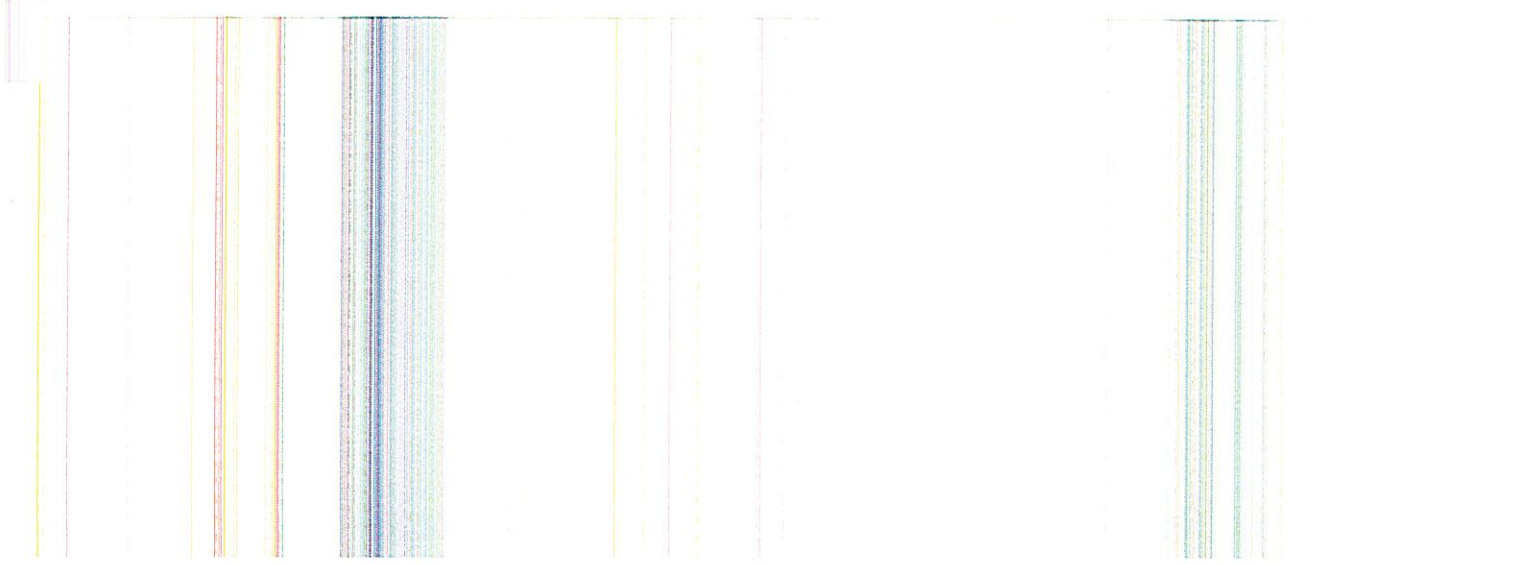
On behalf of Mayor-President Joshua S. Guillory, and with your approval, I submit the following, to-wit:

**AN ORDINANCE OF THE LAFAYETTE CITY COUNCIL
AUTHORIZING THE MAYOR-PRESIDENT TO ENTER
INTO A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE CITY OF LAFAYETTE, AMERICAN LEGION POST #241 AND ITS AUXILIARY
MEMBERS BY AND THROUGH THE LOUISIANA DEPARTMENT OF THE
AMERICAN LEGION, AND AMVETS LOUISIANA 2007 RELATIVE TO THE
OPERATION OF A LAFAYETTE VETERANS CENTER**

If the attached meets with your approval this City Ordinance can be placed on the January 17, 2023 Meeting Agenda for consideration, for introduction by the Lafayette City Council with consideration for final adoption at the City Council’s February 1, 2023 meeting.



Paul D. Escott
Assistant City-Parish Attorney



LAFAYETTE CITY COUNCIL MEETING

AGENDA ITEM SUBMITTAL FORM

1) JUSTIFICATION FOR REQUEST: An Ordinance Of The Lafayette City Council Authorizing The Mayor-President To Enter Into A Cooperative Endeavor Agreement Between The City Of Lafayette, American Legion Post #241 And Its Auxiliary Members By And Through The Louisiana Department Of The American Legion, And Amvets Louisiana 2007 Relative To The Operation Of A Lafayette Veterans Center

2) ACTION REQUESTED: Adoption of City Ordinance

3) COUNCIL DISTRICT(S) (if applicable): N/A

4) REQUESTED ACTION OF COUNCIL:

A) INTRODUCTION: January 17, 2023

B) FINAL ADOPTION: February 1, 2023

5) DOCUMENTATION INCLUDED WITH THIS REQUEST:

A) Cover Memo (1 page)

B) City Ordinance (3 page)

C) Cooperative Endeavor Agreement (8 pages)

D) Agenda Item Submittal Form (1 page)

6) FISCAL IMPACT:

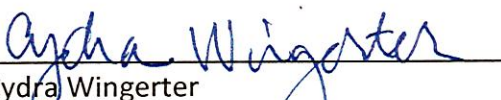
Fiscal Impact

No Fiscal Impact

AUTHORED BY:

Joshua S. Guillory
Lafayette Mayor-President

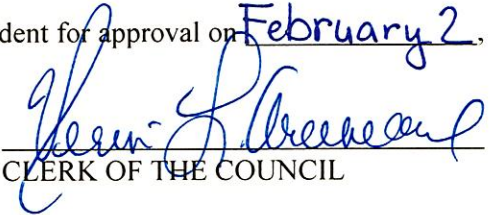
APPROVED FOR AGENDA BY:



Cydra Wingerter
Chief Administrative Officer

DISPOSITION OF ORDINANCE NO. CO-006-2023

1. This ordinance was introduced: January 17, 2023
YEAS: Lewis, Naquin,
Hebert, Cook, Lazard
NAYS: None
ABSENT: None
ABSTAIN: None
Final disposition by Council:
February 1, 2023
YEAS: Lewis, Naquin,
Hebert, Cook, Lazard
NAYS: None
ABSENT: None
ABSTAIN: None
AMEND: 02/01 – Corrected municipal address for Lafayette Veterans Center from 525 to 527 Evangeline Drive.

2. Notice of Public Hearing: This ordinance was published by Title and Notice of Public Hearing was published in the Advertiser on January 20, 2023.


3. This ordinance was presented to the Mayor-President for approval on February 2, 2023, at 9:50 o'clock a.m.

CLERK OF THE COUNCIL

4. Disposition by Mayor-President:
I hereby:
A. Approve this ordinance, the 7th day of FEBRUARY, 2023, at 11:35 o'clock a.m.
B. Veto this ordinance, the _____ day of _____, 2023, at _____ o'clock ____m., veto message is attached.
C. Line item veto certain items this _____ day of _____, 2023, at _____ o'clock ____m., veto message is attached.

MAYOR-PRESIDENT

5. Returned to Council Office with without veto message on February 7, 2023, at 4:43 o'clock p.m.

6. Reconsideration by Council (if vetoed):
On _____, 2023, the Council did/refused to adopt this ordinance after the Mayor-President's veto.

7. Returned to the Council Office without signature of Mayor-President (*unsigned*) on _____, 2023, at _____ o'clock ____m.

If not signed or vetoed by the Mayor-President, and ten days have elapsed since this ordinance was presented to him for action, same has been automatically approved.

CLERK OF THE COUNCIL

8. Full publication of this ordinance was made in the Advertiser on February 8, 2023.

