

AGENDA
SULPHUR CITY COUNCIL MEETING
MONDAY, MARCH 9, 2020 AT 5:30 P.M.

THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL
MONDAY, MARCH 9, 2020 AT 5:30 P.M., IN THE COUNCIL CHAMBERS
LOCATED AT 500 NORTH HUNTINGTON STREET, SULPHUR, LOUISIANA, TO
DISCUSS AND ADOPT THE FOLLOWING:

CALL TO ORDER
INVOCATION
PLEDGE OF ALLEGIANCE
ROLL CALL
APPROVAL OF MINUTES OF PREVIOUS MEETING
APPROVAL OF AGENDA

1. PRESENTATION by Armed Forces Committee. I03-20 (Melinda Hardy)
2. PRESENTATION by Glenn Berry on the Tour de Lapin event. I04-20 (Mayor Danahay)
3. PUBLIC HEARING on ordinance granting the subdividing of lots to Stine Investors Corporation and Stine Land Company, Inc., property located south of Stine Lumber on Ruth Street to allow to future carwash and oil change business.
ORD07-20 (Mike Koonce)
4. PUBLIC HEARING on ordinance amending Ordinance No. 1651, M-C Series, which authorized the acceptance of the Administrative Reorganization Plan as presented by the Mayor for the Municipal Services Director (amending Section Nos.)
ORD08-20 (Mayor Danahay)
5. PUBLIC HEARING on ordinance authorizing Mayor Danahay to sign Cooperative Endeavor Agreement with Calcasieu Parish Police Jury for Summer Feeding Program.
ORD09-20 (Mayor Danahay)
6. PUBLIC HEARING on ordinance authorizing Mayor Mike Danahay to enter into a Cooperative Endeavor Agreement with Calcasieu Parish Police Jury Office of Homeland Security and Emergency Preparedness for State Homeland Security Program Grant.
ORD10-20 (Mayor Danahay)
7. RESOLUTION declaring the intent of the City of Sulphur to acquire a full ownership interest of adjudicated property from Calcasieu Parish Police Jury for property located at 104 Railroad Avenue. RES14-20 (Mayor Danahay)

8. INTRODUCTION OF ORDINANCE authorizing Mayor Mike Danahay to enter into a Cooperative Endeavor Agreement with Calcasieu Parish Police Jury for adjudicated property located at 104 Railroad Avenue. ORD11-20 (Mayor Danahay)
9. RESOLUTION awarding bid for a Stationary SCBA Air Compressor/Cascade System for the Fire Department. RES15-20 (Mayor Danahay)
10. RESOLUTION awarding bid for the annual supply of Chlorine. RES16-20 (Mayor Danahay)
11. RESOLUTION accepting Substantial Completion and Notice by Owner of Acceptance of Work for Savoy Road Improvements. RES17-20 (Mayor Danahay)
12. RESOLUTION approving liquor license for Maria's Cocina Mexicana, 106 South Cities Service Hwy. RES18-20 (Mayor Danahay)
13. Public Comment. 3 MINUTES PER SPEAKER - ONLY SPEAK 1 TIME PER ITEM

This ends the public comment section of the meeting.

ADJOURNMENT

The next regular City Council meeting will be held on Monday, April 13, 2020 at 5:30 p.m. in the Council Chambers located at 500 North Huntington Street, Sulphur, LA.

In accordance with the Americans with Disabilities Act, if you need special assistance to attend this meeting, please contact Arlene Blanchard at 527-4571, describing the assistance that is necessary.

ORDINANCE NO. M-C SERIES

ORDINANCE GRANTING THE SUBDIVIDING OF LOTS TO STINE INVESTORS CORPORATION AND STINE LAND COMPANY, INC., PROPERTY LOCATED SOUTH OF STINE LUMBER ON RUTH STREET TO ALLOW FOR FUTURE CARWASH AND OIL CHANGE BUSINESS.

WHEREAS, in accordance with Chapter 18, Section 2 (c) and Appendix B, Article III, Part I, Section 1, (6) (c) and (e) of the Code of Ordinances of the City of Sulphur, application has been received from Stine Investors Corporation and Stine Land Company, Inc., property located south of Stine Lumber on Ruth Street to allow for future carwash and oil change business for property described as follows:

TRACT 1

A BOUNDARY SURVEY OF A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE1/4-NW1/4) OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 10 WEST, CALCASIEU PARISH, LOUISIANA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE1/4-NW1/4) OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 10 WEST, CALCASIEU PARISH, LOUISIANA; THENCE N89°34'15W, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE1/4-NW1/4), A DISTANCE OF 50.0 FEET, TO THE WEST RIGHT-OF-WAY LINE OF LA HWY No. 27 AND POINT OF BEGINNING; THENCE N89°34'15"W, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE1/4-NW1/4), A DISTANCE OF 385 FEET; THENCE S00°51'04"W, A DISTANCE OF 220.5 FEET; THENCE S89°34'15"E, A DISTANCE OF 385 FEET, TO SAID WEST RIGHT-OF-WAY LINE; THENCE N00°51'04"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 220.5 FEET, TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 1.95 ACRES, MORE OR LESS.

TRACT 2

A BOUNDARY SURVEY OF A TRACT OF LAND LYING IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE1/4-NW1/4) OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 10 WEST, CALCASIEU PARISH, LOUISIANA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (SE1/4-NW1/4) OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 10 WEST, CALCASIEU PARISH, LOUISIANA; THENCE N89°34'15"W, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE1/4-NW1/4), A DISTANCE OF 50.0 FEET, TO THE WEST RIGHT-OF-WAY LINE OF LA HWY No. 27 AND POINT OF BEGINNING; THENCE N89°34'15"W, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE1/4-NW1/4), A DISTANCE OF 385 FEET; THENCE N00°51'04"E A DISTANCE OF 11.1 FEET, TO THE SOUTH BACK OF CURB OF AN EXISTING CONCRETE DRIVE; THENCE ALONG SAID SOUTH BACK OF CURB THE FOLLOWING 12 CALLS: S89°08'08"E 22.68 FEET, N86°01'26"E 9.92 FEET, N83°45'01"E 58.50 FEET, N84°09'01"E 30.98 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID

CURVE HAVING A CENTRAL ANGLE OF $06^{\circ}43'27''$, A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS $N87^{\circ}30'44''E$ AND MEASURES 2.93 FEET; THENCE ALONG SAID CURVE TO THE RIGHT 2.93 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF $08^{\circ}08'50''$, A RADIUS OF 271.13 FEET AND A CHORD WHICH BEARS $N86^{\circ}48'03''E$ AND MEASURES 38.52 FEET; THENCE ALONG SAID CURVE TO THE LEFT 38.55 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF $12^{\circ}17'23''$, A RADIUS OF 192.37 FEET AND A CHORD WHICH BEARS $N79^{\circ}18'38''E$ AND MEASURES 41.18 FEET, THENCE ALONG SAID CURVE TO THE LEFT 41.26 FEET; THENCE $N73^{\circ}33'07''E$ 38.56 FEET, TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF $09^{\circ}59'22''$, A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS $N78^{\circ}19'29''E$ AND MEASURES 4.35 FEET; THENCE ALONG SAID CURVE TO THE RIGHT 4.36 FEET; THENCE $N83^{\circ}19'10''E$ 38.41 FEET, TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF $09^{\circ}01'34''$, A RADIUS OF 520.22 FEET AND A CHORD WHICH BEARS $N87^{\circ}44'07''E$ AND MEASURES 81.87 FEET; THENCE ALONG SAID CURVE TO THE RIGHT 81.95 FEET, TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF $22^{\circ}32'32''$, A RADIUS OF 54.48 FEET AND A CHORD WHICH BEARS $S79^{\circ}54'55''E$ AND MEASURES 21.30 FEET; THENCE ALONG SAID CURVE TO THE RIGHT 21.44 FEET, TO THE WEST RIGHT OF WAY LINE OF LA HWY No. 27; THENCE $S00^{\circ}51'04''W$, ALONG SAID RIGHT OF WAY LINE, 49.6 FEET, TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 0.291 ACRES, MORE OR LESS.

TRACT 3

AN ACCESS SERVITUDE LYING IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER ($NE1/4-NW1/4$) OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 10 WEST, CALCASIEU PARISH, LOUISIANA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER ($NE1/4-NW1/4$) OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 10 WEST, CALCASIEU PARISH, LOUISIANA; THENCE $N89^{\circ}34'15''W$, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER ($NE1/4-NW1/4$), A DISTANCE OF 50.0 FEET, TO THE WEST RIGHT-OF-WAY LINE OF LA HWY No. 27; THENCE $N00^{\circ}51'04''E$, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 49.6 FEET, TO THE POINT OF BEGINNING; THENCE $N00^{\circ}51'04''E$, ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 43.05 FEET, TO A POINT ON THE NORTH BACK OF CURB OF AN EXISTING CONCRETE DRIVE, SAID POINT ALSO BEING A POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF $18^{\circ}15'51''$, A RADIUS OF 45.00 FEET AND A CHORD WHICH BEARS $S80^{\circ}24'24''W$ AND MEASURES 14.28 FEET; THENCE, ALONG SAID CURVE TO THE RIGHT, A DISTANCE OF 14.34 FEET; THENCE $S89^{\circ}32'19''W$, ALONG SAID NORTH BACK OF CURB AND EXTENSION THEREOF, A DISTANCE OF 94.1 FEET, TO A POINT ON THE NORTH BACK OF CURB OF AN EXISTING CONCRETE DRIVE; THENCE ALONG SAID NORTH BACK OF CURB THE FOLLOWING 5 CALLS: A POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF $36^{\circ}28'00''$, A RADIUS OF 20.00 FEET, A CHORD WHICH BEARS $S38^{\circ}26'23''W$ AND

MEASURES 12.52 FEET; THENCE, ALONG SAID CURVE TO THE RIGHT 12.73 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 22°07'34", A RADIUS OF 36.00 FEET, A CHORD WHICH BEARS S78°37'51"W AND MEASURES 13.82 FEET; THENCE, ALONG SAID CURVE TO THE RIGHT 13.90 FEET, TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 19°49'47", A RADIUS OF 109.00 FEET, A CHORD WHICH BEARS S79°36'58"W AND MEASURES 37.54 FEET; THENCE, ALONG SAID CURVE TO THE LEFT 37.72 FEET, TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 21°08'06", A RADIUS OF 264.00 FEET, A CHORD WHICH BEARS S80°16'08"W AND MEASURES 96.83 FEET; THENCE ALONG SAID CURVE TO THE RIGHT 97.38 FEET; THENCE N89°09'49"W 123.8 FEET; THENCE S00°51'04"W 41.6 FEET, TO THE SOUTH BACK OF CURB OF AN EXISTING CONCRETE DRIVE; THENCE ALONG SAID SOUTH BACK OF CURB THE FOLLOWING 12 CALLS: S89°08'08"E 22.68 FEET, N86°01'26"E 9.92 FEET, N83°45'01"E 58.50 FEET, N84°09'01"E 30.98 FEET, TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 06°43'27", A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N87°30'44"E AND MEASURES 2.93 FEET; THENCE ALONG SAID CURVE TO THE RIGHT 2.93 FEET, TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 08°08'50", A RADIUS OF 271.13 FEET AND A CHORD WHICH BEARS N86°48'03"E AND MEASURES 38.52 FEET; THENCE ALONG SAID CURVE TO THE LEFT 38.55 FEET, TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 12°17'23", A RADIUS OF 192.37 FEET AND A CHORD WHICH BEARS N79°18'38"E AND MEASURES 41.18 FEET, THENCE ALONG SAID CURVE TO THE LEFT 41.26 FEET; THENCE N73°33'07"E 38.56 FEET, TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 09°59'22", A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N78°19'29"E AND MEASURES 4.35 FEET; THENCE ALONG SAID CURVE TO THE RIGHT 4.36 FEET; THENCE N83°19'10"E 38.41 FEET, TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 09°01'34", A RADIUS OF 520.22 FEET AND A CHORD WHICH BEARS N87°44'07"E AND MEASURES 81.87 FEET; THENCE ALONG SAID CURVE TO THE RIGHT 81.95 FEET, TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 22°32'32", A RADIUS OF 54.48 FEET AND A CHORD WHICH BEARS S79°54'55"E AND MEASURES 21.30 FEET; THENCE ALONG SAID CURVE TO THE RIGHT 21.44 FEET, TO THE WEST RIGHT OF WAY LINE OF LA HWY No. 27 AND POINT OF BEGINNING.

SAID ACCESS SERVITUDE CONTAINING 0.306 ACRES, MORE OR LESS.

TRACT 4

A STORM WATER DETENTION POND SERVITUDE LYING IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 10 WEST, CALCASIEU PARISH, LOUISIANA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE1/4-NW1/4) OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 10 WEST, CALCASIEU PARISH, LOUISIANA; THENCE N89°34'15"W, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE1/4-NW1/4), A

DISTANCE OF 435 FEET; THENCE N00°51'04"E A DISTANCE OF 9.6 FEET, TO THE POINT OF BEGINNING; THENCE N89°12'08"W A DISTANCE OF 135.5 FEET; THENCE S89°34'15"W A DISTANCE OF 29.0 FEET, TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 88°38'05", A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS S45°15'13"W AND MEASURES 34.93 FEET; THENCE ALONG SAID CURVE TO THE LEFT, A DISTANCE OF 38.67 FEET; THENCE S00°56'10"W A DISTANCE OF 205.8 FEET; THENCE S89°34'15"E A DISTANCE OF 189.3 FEET; THENCE N00°51'04"E A DISTANCE OF 230.1 FEET, TO THE POINT OF BEGINNING.

SAID STORM WATER DETENTION POND SERVITUDE CONTAINING 0.998 ACRES, MORE OR LESS.

WHEREAS, this subdividing of lots is accepted by the City of Sulphur and may be withdrawn by the City of Sulphur should said plat interfere with the rights and privileges owned by the City of Sulphur pursuant to a pre-existing right of way, servitude or easement. If withdrawn, any improvements constructed thereon shall be removed at the expenses of owner thereof; and

WHEREAS, Grantee hereby agrees and contracts to hold Grantor harmless from any damages created and/or caused by the acceptance of this plat, including, but not limited to, litigation defense, litigation costs, violation of subdivision restrictive covenants, building code violations or any other damages, property and/or monetary or otherwise, relating thereto; and

WHEREAS, if City Council does hereby accept this plat and the owner of such shall be responsible for the recordation thereof, with the Clerk of Court, Calcasieu Parish, Louisiana, and shall provide the City of Sulphur a receipt evidencing recordation within 10 days of the effective date of this subdivision; and

WHEREAS, no work shall commence until all applicable permits are obtained. In the event work is commenced prior to obtaining all applicable permits, this acceptance of plat shall be withdrawn and considered null and void.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant the subdividing of lots to Stine Investors Corporation and Stine Land Company, Inc., property located south of Stine Lumber on Ruth Street to allow for future carwash and oil change business.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2020.

MELINDA HARDY, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2020, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at _____ o'clock _____.m.
on this _____ day of _____,
2020, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

Date Received _____

\$50.00 Fee (Non-Refundable) pd.

IT IS APPLICANT'S RESPONSIBILITY TO KEEP SIGN POSTED ON PROPERTY. IF SIGN ISN'T PLACED ON PROPERTY 10 DAYS PRIOR TO MEETING DATE PLEASE NOTIFY CITY. IF SIGN IS REMOVED IT COULD DELAY ACTION ANOTHER MONTH. ONCE COUNCIL APPROVES/DISAPPROVES, APPLICANT MUST REMOVE SIGN FROM PROPERTY.

PRINT NAME D-OMEGA ENTERPRISES, LLC **DATE** 1/30/2020

PROPERTY OWNER INFORMATION
BY AGENT & ATTY IN FACT ALAN McCall
Name of Property Owner TRACT 1 - SOME INVESTORS CORPORATION TRACT 2 - STINELAND COMPANY, INC
(Owner must provide proof of ownership such as property tax record or recorded deed) see attached separate deeds
Mailing Address: 127 W. Broad Email: hamccall@ssvcs.com
Phone Number (H) 493-7266 (W) 493-7266 (C) _____

PROPERTY INFORMATION
Location Address: TBD La. HWY No. 27 (Near Shines)
Present Zoned Classification: BUSINESS

LEGAL DESCRIPTION FROM ABSTRACT OR TAX RECORD (PRINT NEATLY OR TYPE)
SEE ATTACHED TRACTS 1 AND TRACT 2

DO YOU CURRENTLY HAVE ANY PENDING VIOLATION WITH ANY ORDINANCE OF THE CITY OF SULPHUR YES NO
YOU, OR A REPRESENTATIVE, MUST ATTEND BOTH LAND USE AND CITY COUNCIL MEETING INITIAL AM

REQUEST INFORMATION
 REZONE EXCEPTION SUBDIVISION BILLBOARD PRE. PLAT FINAL PLAT
 DOES REZONE REQUIRE FENCING

Zoning Change: From _____ To _____
Purpose of Request: Owners plan to sell Tracts 1 and 2 to D-omega Enterprises, LLC. - No plan to develop immediately. However, future plans involve car wash and oil change

I do hereby understand that no petition for a change in the classification of property shall be filed unless such petition is duly signed and acknowledged by the owners of authorized agents of not less than fifty (50) percent of the area of land for which a change of classification is requested, provided however, that where any lot located in the aforesaid area is owned in division, all co-owners must sign the petition for that lot to be included in the fifty (50) percent area provision, as stated in the City of Sulphur Land Use Ordinance, Number 541, M-C Series
Further, I do certify that the property for which the above request is being made does not hold any restrictions or covenants that would be in conflict with said request
Furthermore, I, the applicant agree to dispose of the Land Use sign(s) placed on my property after the public hearing
Owner by Agent and Atty in fact
Applicant Signature: [Signature] Date Jan. 30, 2020

	Yes	No	N/A
1. Is site located within the City Limits?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed use be a nuisance to the surrounding area because of odors, vibrations, unsightly areas or other unwarranted elements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Is the capacity of the road and off-street parking facilities adequate for use by the proposed development?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Will the location be served by a fire protection?	<input type="checkbox"/>	<input checked="" type="checkbox"/> <u>unknown</u>	<input type="checkbox"/>
5. Can the proposed development be expected to adversely affect the character/aesthetics of the area involved?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is property within a designated flood hazard area? Flood zone classification <u>A & X</u> b/c <u>11-13</u> ft. <u>Flood Zone "A" and "X"</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Memo

To: Land Use

From: Stacy Dowden
Director of Public Works *SD*

cc: Arlene Blanchard, Mayor Mike Danahay

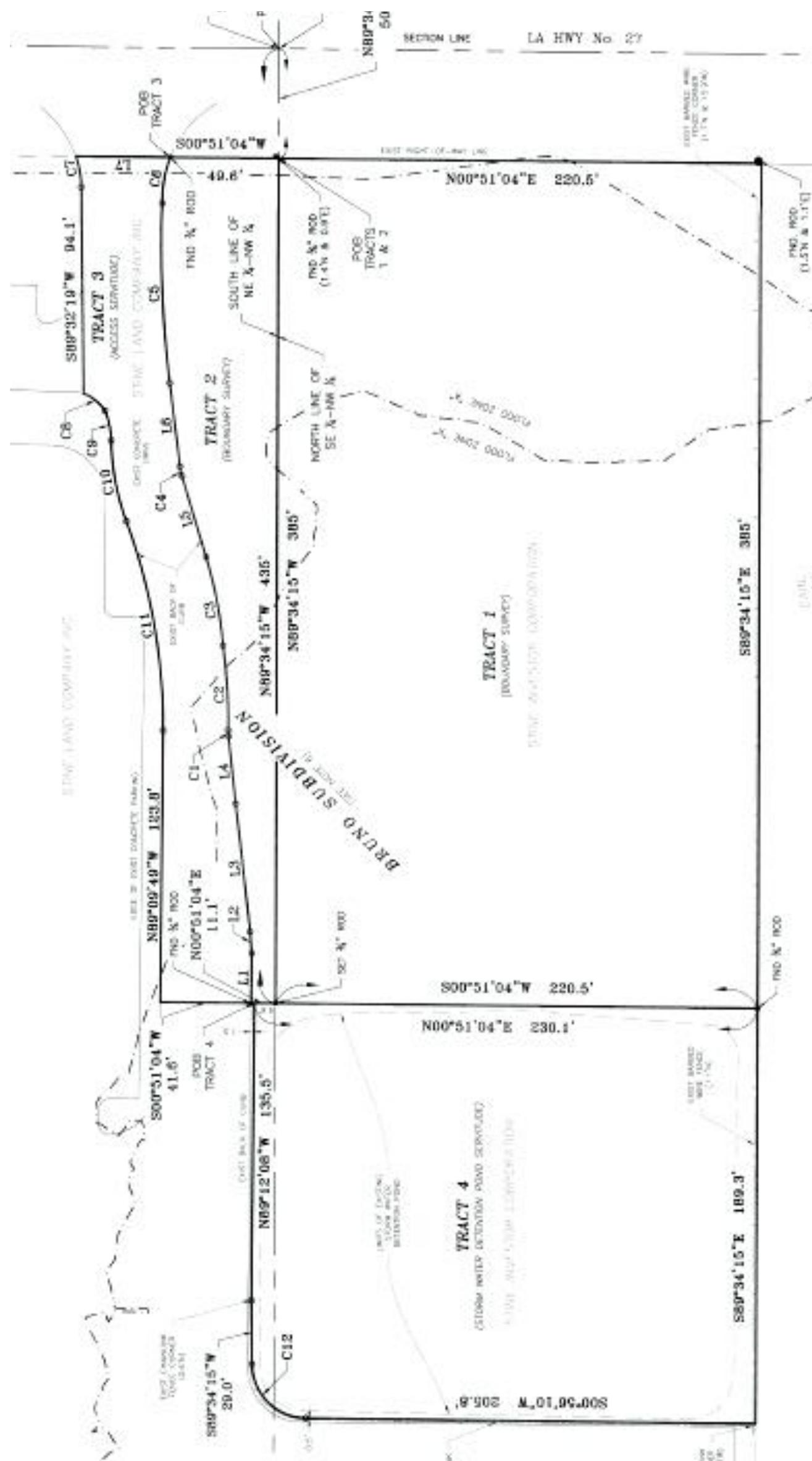
Date: February 7, 2020

Re: Resolution granting the subdividing of lots to Stine Investors Corporation and Stine Land Company, Inc., property located south of Stine Lumber on Ruth Street to allow for future carwash and oil change business

Application:

The applicant is requesting the subdivision of lots. The plat has been reviewed and found to be in conformance with the City of Sulphur Code of Ordinances.

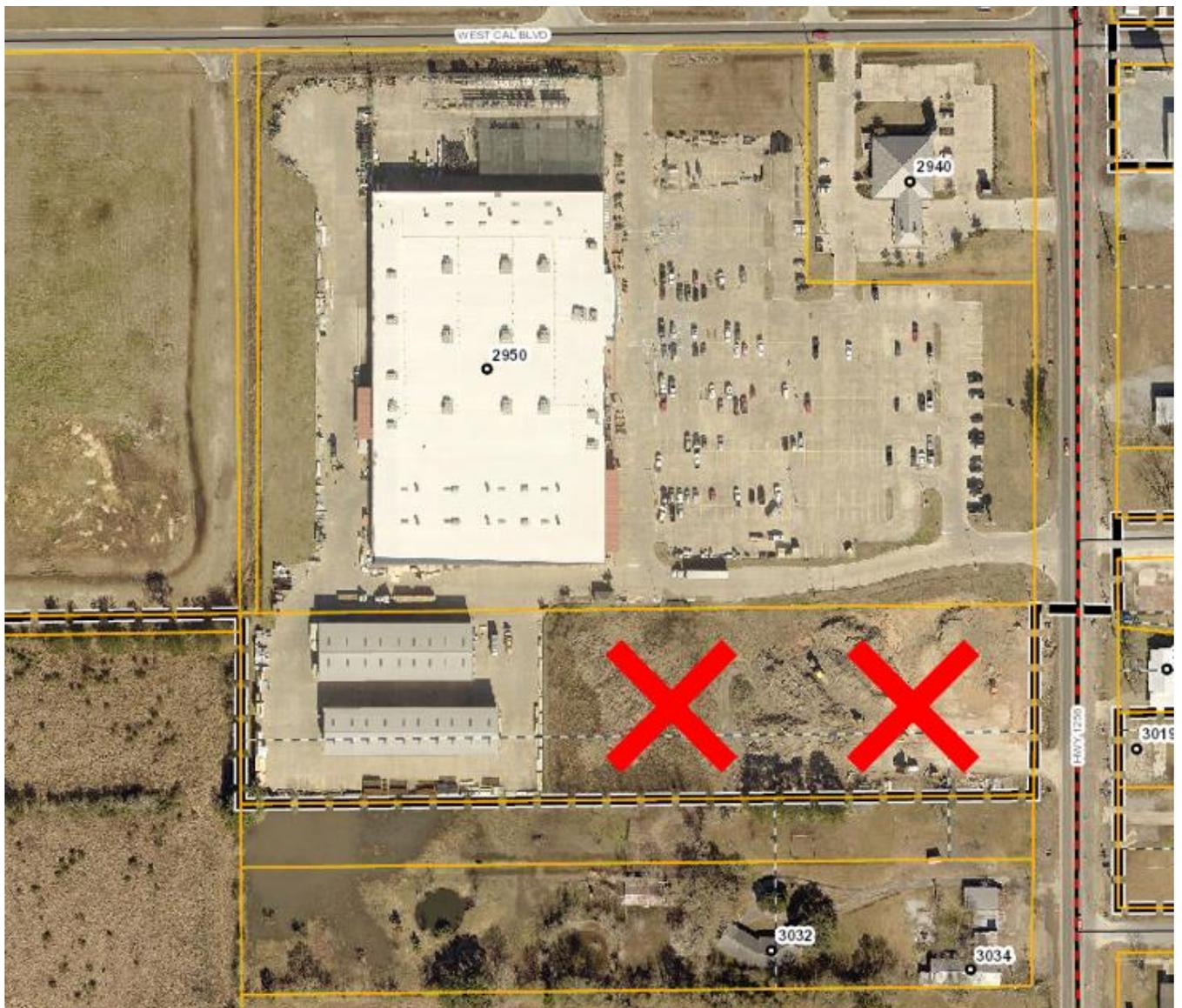




STINE LAND COMPANY INC.

SEE 2^D EAST DITCHY DRAWING

SEE SOURCE STINE LAND COMPANY INC. (ACCESS SERVITUDE)







© 2019 INEGI
© 2019 Google
© 2020 Google

Google Earth



ORDINANCE NO. _____, M-C SERIES

ORDINANCE AMENDING ORDINANCE NO. 1651, M-C SERIES, WHICH AUTHORIZED THE ACCEPTANCE OF THE ADMINISTRATIVE REORGANIZATION PLAN AS PRESENTED BY THE MAYOR FOR THE MUNICIPAL SERVICES DIRECTOR.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, in regular session convened that:

WHEREAS, Section ~~4-11~~ 4-12 of the Home Rule Charter of the City of Sulphur, Louisiana provides for “Administrative Reorganization” as proposed by the Mayor and approved by the City Council; and

WHEREAS, the Mayor has proposed that it is in the public interest to authorize the designation of the Department of Municipal Services in place of the Department of Permits and Licensing; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, as governing authority thereof, that the Home Rule Charter of the City of Sulphur, Louisiana, shall reflect the following changes which amend and restate in its entirety Section ~~4-11~~ 4-10 of the Home Rule Charter of the City of Sulphur, Louisiana (deleting the pre-existing text and inserting the following):

Section 4-10 Department of Municipal Services

A. The head of the of Municipal Services Department is the Director of Municipal Services.

B. The Director of Municipal Services shall direct and be responsible for the following duties:

(1) Direction, coordination, and supervision of city utility billing operations, the processing and billing of occupational license taxes, permit issuance, property standards, ordinance enforcement, and inspections.

(2) Supervision of the Chief Building Official, who shall be responsible for the enforcement of any zoning ordinances and building, housing and other technical codes.

(3) Supervision of the Office of Ordinance Enforcement and the Ordinance Enforcement Officer.

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur, Louisiana, as governing authority thereof, that Section 12-31 of the Code of Ordinances of the City of Sulphur shall be amended and restated as follows (to revise the third paragraph of that Section):

Sec. 12-31. - Definitions.

For the purpose of this article, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense shall include the future words; words used in the plural number include the singular number; and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

City is the City of Sulphur, Louisiana, a municipal corporation organized under the laws of the state, acting pursuant to and under the police power vested in the city.

Chief building official/ordinance enforcement director is the designee of the Director of Municipal Services.

* * *

(remainder of Section continues as previously written)

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur, Louisiana, as governing authority thereof, that any reference in the Code of Ordinances of the City of Sulphur to Chief Building Official and/or Ordinance Enforcement Director shall hereinafter mean the respective designee of the Director of Municipal Services.

BE IT FURTHER ORDAINED that this Ordinance shall become effective immediately upon the Mayor's signature.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana on this _____
day of _____, 2020.

MELINDA HARDY, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2020, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

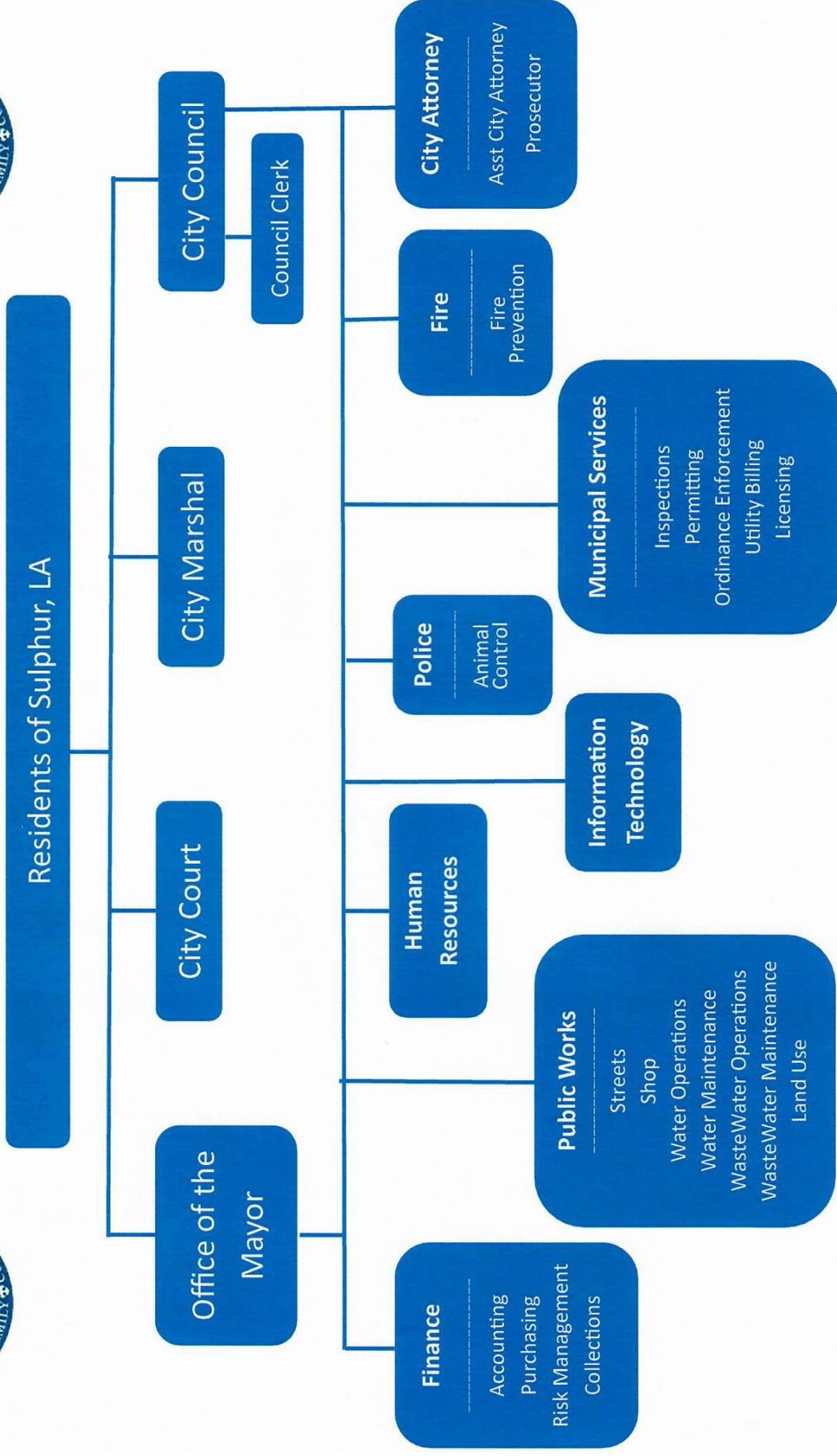
I HEREBY CERTIFY that I have received
from the Mayor at _____ o'clock _____.m.
on this _____ day of _____,
2020, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



ORGANIZATION OF CITY GOVERNMENT

CITY OF SULPHUR, LA



ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR DANAHAY TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH CALCASIEU PARISH POLICE JURY FOR SUMMER FEEDING PROGRAM.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to sign Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury for Summer Feeding Program.

BE IT FURTHER ORDAINED that this Ordinance shall become effective upon the Mayor's approval, or upon proper re-adoption by the Council pursuant to Section 2-13(C) of the Home Rule Charter of the City of Sulphur.

APPROVED AND ADOPTED by
City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2020.

MELINDA HARDY, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2020, at _____ o'clock _____.m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received from the Mayor at _____ o'clock _____.m. on this _____ day of _____, 2020, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE
CALCASIEU PARISH POLICE JURY
AND
THE CITY OF SULPHUR**

STATE OF LOUISIANA
PARISH OF CALCASIEU

THIS AGREEMENT is hereby made and entered into this _____ day of _____ 2020, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "PARISH," a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Tony Guillory, and the CITY OF SULPHUR, hereinafter referred to as "CITY," a political subdivision of the State of Louisiana, and represented herein by its duly authorized Mayor, Mike Danahay.

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that "for a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual", and

WHEREAS, the PARISH has the authority under Louisiana Revised Statute 33:1236 to provide certain social programs for the benefit of the citizens of the PARISH, and

WHEREAS, the PARISH has agreed to sponsor a Summer Food Service Program, hereinafter referred to as "PROGRAM," in coordination with the Calcasieu Parish School Board and area municipalities in Calcasieu Parish, and

WHEREAS, the CITY desires to cooperate with the PARISH in providing advertising assistance for the PROGRAM, and

WHEREAS, the PARISH and the CITY consider the public benefit of providing nutritious meals to children who would otherwise not have access to the meals to be proportionate to the costs associated with this activity.

NOW THEREFORE, the PARISH and the CITY do mutually agree to the following terms and conditions of this agreement:

Scope of Agreement

The PARISH and the CITY hereby agree to the following:

A. CITY Obligations:

- i. The CITY will provide assistance in promoting the availability of the PROGRAM by advertising the PROGRAM on media outlets that may be available to the CITY.

B. PARISH Obligations:

- i. The PARISH will administer the PROGRAM on behalf of the CITY by working with the Louisiana Department of Education and the PARISH and will adhere to all policies and procedures applicable in administering the PROGRAM.
- ii. The PARISH will provide at least one (1) open feeding site inside the city limits of the CITY.
- iii. The PARISH will be responsible for hiring and paying persons to work in any aspect of the PROGRAM operations.
- iv. The PARISH will include the CITY'S logo on all PROGRAM advertisements.
- v. The PARISH will host an annual training for all PROGRAM employees.
- vi. The PARISH will provide its own waste dumpsters at each site.

2. Term of Agreement

The initial term of this agreement shall commence upon execution of this agreement and shall continue until July 31, 2020.

3. Payment Terms

Since both the PARISH and the CITY are legally authorized to provide these activities to the citizens of the CITY which is inclusive of the PARISH responsibilities, there are no further payment requirements under this agreement.

If this agreement extends beyond the current fiscal year and notwithstanding anything to the contrary and when applicable, both parties acknowledge and agree that pursuant to the applicable state law, this agreement is subject to an annual appropriation dependency requirement to the effect that the renewal of this agreement is contingent upon the appropriation of funds by either party to fulfill any future payment requirements of this agreement. If either party fails to appropriate sufficient monies to provide for any future payment requirements under this agreement, this agreement shall terminate on the last day of the last fiscal year for which funds were appropriated.

4. Amendments and Assignments

If there is a need to review and/or revise this agreement, the requesting party shall submit a written amendment to the other party, with the understanding that no amendment to this agreement shall be valid unless it is agreed and signed by both parties. This agreement shall not be assignable by either party without written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

5. Records and Audits

It is understood that this agreement will be utilized as part of a federal reimbursement grant (United States Department of Agriculture: Office of Food and Nutrition Service – Summer Food Service Program for Children (SFSP) – CFDA 10.559) and therefore both parties agree to maintain accounts and records, including personnel, property and financial records, adequately to identify and account for all costs pertaining to this agreement and to ensure full compliance with the requirements of the above grant.

For audit purposes, all records will be made available by both parties to any authorized representative of either party and said records will be retained for three (3) years from the final contractual payment under this agreement. It is also agreed that all records shall be made available to either party at no additional charge for such information. If any confidential information is obtained during the course of this agreement, both parties agree not to release that information without the approval of the other party unless instructed otherwise by court order, grantor, auditor, public information request or as required by law.

Act 290 of the 2011 Legislative Session requires that a governmental entity that provides funding to a quasi-public agency or body shall notify each such quasi-public agency or body of the requirement to provide the Legislative Auditor with the name of the individual responsible for filing annual financial reports with the Legislative Auditor. The quasi-public agency or body shall notify the Legislative Auditor of the name and address of the person so designated.

In compliance with grantor and national policy requirements, including the above referenced federal grant requirements, both parties agree to adhere to the following regulations, where applicable:

(a) Federally Required Contractual Provisions:

- (1) **Administrative, Contractual or Legal Remedies** are required in all contracts in excess of the simplified acquisition threshold amount that are funded with federal funds and are addressed in various sections of this agreement,
- (2) **Termination Provision** requires all contracts in excess of \$10,000 to contain a provision for termination of the contract for cause or convenience and this provision is addressed in Section 8 of this agreement,
- (3) For all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3, **Equal Employment Opportunity (See Exhibit A)**, including Executive Order 11246 which was further amended by Executive Order 11375, which requires equal opportunity for all persons, without regard to race, color, religion, sex or national origin, employed or seeking employment with government contractors or with contractors performing under federally assisted construction contracts,

- (4) For all construction contracts in excess of \$2,000 and required by federal grant regulations, **Davis Bacon Act**¹ which requires payments of wages for laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor and said wage payments will be made at least weekly,
- (5) For all applicable contracts in excess of \$100,000 that involve the employment of mechanics or laborers, **Contract Work Hours and Safety Standards Act** which prohibits certain unsanitary, hazardous or dangerous working conditions and requires that wages of every mechanic and laborer to be on the basis of a standard work week of forty hours with any work in excess of forty hours per week to be compensated at a rate of not less than one and one-half times the basic rate of pay,
- (6) For all contracts that meet the definition of "funding agreement" under 37 CFR Part 401.2(a) and involve a contract with a small business firm or nonprofit organization regarding the assignment or performance of experimental, developmental or research work must comply with the **Rights to Inventions Made Under a Contract or Agreement** contained in 37 CFR Part 401,
- (7) All contracts, subcontracts and sub-grants in excess of \$150,000 must contain a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act** and the **Federal Water Pollution Control Act**,
- (8) **Debarment and Suspension (Executive Orders 12549 and 12689 and 2 CFR Part 180)** which prohibit the contracting with any party listed on the "System for Award Management" (SAM), formerly identified as the "Excluded Parties List System" (EPLS.gov), which identifies all parties that have active exclusions (i.e. suspensions, debarments) imposed by a federal agency,
- (9) **Byrd Anti-Lobbying Prohibition (31 U.S.C. 1352)** prohibits the use of federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant or other award covered by 31 U.S.C. 1352 and also requires that Contractors that apply or bid for an award exceeding \$100,000 where federal funds are used must file the required certification stating that the parties will not and have not used federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant, or other award covered by 31 U.S.C. 1352, and
- (10) **Procurement of Recovered Materials** as required by 2 CFR Part 200.322 which requires procurements in excess of \$10,000 to contain the highest percentage of recovered materials practicable while consistent with maintaining a satisfactory level of competition.

(b) National Policy Requirements:

- (1) **Civil Rights Act of 1964**, including Title VI, which generally speaking, states that no person shall on the grounds of race, color or national origin shall be excluded

¹ Davis Bacon Act is not applicable to this agreement.

- from participation in, be refused the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance,
- (2) **Age Discrimination Act of 1975** which prohibits discrimination based on age in programs or activities receiving federal financial assistance,
 - (3) **Section 504 of the Rehabilitation Act of 1973**, if specifically required by the federal agency, which prohibits the exclusion of an otherwise qualified individual because of a disability in programs receiving federal financial assistance including program accessibility, accessible new construction and alterations, reasonable accommodations and effective communication with hearing and visually disabled (this requirement may vary with each federal agency),
 - (4) **National Environmental Policy Act** which prohibits any activities that will have an adverse impact on the environment,
 - (5) **Energy Policy and Conservation Act** which require the contractors to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan,
 - (6) **Reporting Provision** requires that all contracts should include a requirement that the contractor assist the Parish, when applicable, with any awarding agency requirements and regulations pertaining to reporting,
 - (7) **Records Access Provision** which reserves the rights of the PARISH, state or federal grantors, the Comptroller General of the United States, or any duly authorized representative of the aforementioned to have access to any books, documents, papers or records of the CITY that are directly pertinent to this agreement for the purpose of making audit examination excerpts and transcriptions and is further discussed in the first part Section 5 of this agreement,
 - (8) **Record Retention Provision** requires that any contract executed must include a provision that all required records will be maintained by the contractor/firm for a minimum period of three years after the Parish formally closes out each federal program (Parish grant managers should verify the three year record retention period with each respective grant agency to ensure that a longer period is not required), and
 - (9) **2013 National Defense Authorization Act (41 United States Code (U.S.C.) 4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection)** subjects any subawards and contracts over the federal simplified acquisition threshold to the provisions of the above act regarding rights and remedies for employee whistleblower protections.

In compliance with Section 5(a)(8) above, the CITY also confirms that it is not a party listed on the "System for Award Management" (SAM) formerly identified as the "Excluded Parties List System" (EPLS.gov) for parties debarred, suspended or otherwise excluded from contracting on any projects involving federal funds. The CITY also agrees to provide immediate notice, but in no case later than three (3) business days, after being notified that the CITY, or any subcontractor, has been added to the "System for Award Management" or otherwise been disbarred from contracting on any projects involving federal funds. In no event shall CITY utilize a subcontractor at any time during the duration of this agreement who has

been disbarred from contracting on any projects involving federal funds. If the CITY is prohibited in any way from contracting on any projects involving federal funds at any time during the duration of this agreement then the CITY may, at its sole discretion, immediately implement the termination provisions discussed in Section 7 below.

6. Liability and Indemnity

This agreement is intended for the benefit of the PARISH and the CITY and does not confer any rights upon any other third parties. All rights by and between the PARISH and the CITY are limited to the actions outlined in the applicable local, state and federal laws, regulations and policies.

The PARISH will indemnify, defend, and hold harmless the CITY, including the CITY'S employees and agents, from and against any and all claims or liabilities arising from the fault of the PARISH, its employees or agents in carrying out the PARISH'S duties and obligations under the terms of this agreement. The CITY will indemnify, defend, and hold harmless the PARISH, including the PARISH'S employees and agents, from and against any and all claims or liabilities arising from the fault of the CITY, its employees or agents in carrying out the CITY'S duties and obligations under the terms of this agreement. This section will survive the termination of this agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

7. Termination of Agreement and Dispute Resolution

While both parties agree to negotiate all contractual disputes in good faith, the PARISH and the CITY both reserve the right to terminate this agreement at any time upon written notice of termination. If the parties are unable to independently and satisfactorily resolve any disagreement then both parties agree that any contractual disagreement will be resolved under the jurisdiction of the 14th Judicial District Court for Calcasieu Parish, Louisiana. In the event that court action is necessary then the parties agree that whoever prevails in the litigation is entitled to reasonable attorney's fees and costs as fixed by the Court.

8. Severability, Entire Agreement and Captions

This agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. If any provision of this agreement is held invalid, void or unenforceable under any law or regulation or by a court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provision of this agreement. This agreement, any attached documents, and any referenced documents represent the entire agreement between the PARISH and the CITY and supersede all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this agreement and other documents, the terms of this agreement shall control.

Each paragraph of this agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation.

9. No Authorship Presumptions

The PARISH and the CITY have had an opportunity to negotiate the language of this agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. The PARISH and the CITY hereby waive the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this agreement, including but not limited to, any rule of law to the effect that any provision of this agreement shall be interpreted or construed against the party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a party by reason of assignment and/or assumption of this agreement and any successor to a signatory party.

10. Address of Notices and Communications

All notices between the PARISH and the CITY provided for pursuant to this agreement shall be in writing. The name and address of the PARISH'S representative is:

Mr. Bryan C. Beam, Administrator
Calcasieu Parish Police Jury
P.O. Box 1583
Lake Charles, Louisiana 70602

The name and address of the CITY'S representative is:

Honorable Mike Danahay, Mayor
City of Sulphur
101 N. Huntington Street
Sulphur, Louisiana 70663

In the event that the mailing address of the PARISH or the CITY changes during the terms of this agreement, or that there is a change in the designated points of contact, the party with the address change or change of contact shall immediately notify the other party of the change.

[The remainder of this page is intentionally left blank.]

THUS DONE AND SIGNED on the ____ day of _____ 2020, in Lake Charles, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

CALCASIEU PARISH POLICE JURY:

Witness Signature

BY: _____
TONY GUILLORY, PRESIDENT

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

THUS DONE AND SIGNED on the 30th day of January 2020, in Sulphur, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

M.K. Koonie
Witness Signature

MIKE KOONIE
Printed Witness Name

Renee Williams
Witness Signature

Renee Williams
Printed Witness Name

CITY OF SULPHUR:

BY: Mike Danahay
MIKE DANAHAY, MAYOR

Connie T Farque
NOTARY PUBLIC

Connie T Farque #66599
Notary Printed/Stamped Name
and Identification Number.



ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAHAY TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH CALCASIEU PARISH POLICE JURY OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS FOR STATE HOMELAND SECURITY PROGRAM GRANT.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to enter into a Cooperative Endeavor Agreement with Calcasieu Parish Police Jury Office of Homeland Security and Emergency Preparedness for State Homeland Security Program Grant.

BE IT FURTHER ORDAINED that this Ordinance shall become effective upon the Mayor's approval, or upon proper re-adoption by the Council pursuant to Section 2-13(C) of the Home Rule Charter of the City of Sulphur.

APPROVED AND ADOPTED by
City Council of the City of
Sulphur, Louisiana, on this ____
day of _____, 2020.

MELINDA HARDY, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2020, at ____ o'clock ____m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received
from the Mayor at ____ o'clock ____m.
on this _____ day of _____,
2020, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE
CALCASIEU PARISH POLICE JURY
AND THE
CITY OF SULPHUR**

STATE OF LOUISIANA
PARISH OF CALCASIEU

THIS AGREEMENT is hereby made and entered into this _____ day of _____ 2020, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "GRANTEE," a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Judd Bares, and THE CITY OF SULPHUR hereinafter referred to as "SUB RECIPIENT," and represented herein by its duly authorized Mayor, Michael E. Danahay.

WHEREAS, the Department of Homeland Security has made federal funds available to the State of Louisiana (of which both agencies are hereinafter referred to as "GRANTOR") under the State Homeland Security Grant Program FY 2017 (CFDA 97.067), and

WHEREAS, this agreement addresses the flow of funds from the GRANTOR above to the GRANTEE who will then provide the same referenced grant funds to the SUB RECIPIENT, as legally allowed by the grant regulations, for any approved scope of work that encompasses the grant objectives of providing emergency planning, preparations, and capabilities, and

WHEREAS, the following include, but are not limited to, the federal or state laws, regulations and policies that may be applicable for this agreement:

- (1) U.S. Department of Homeland Security – Homeland Security Grant Program – Program Guidance and Application Kit (issued for each grant year)
- (2) Title 44 Code of Federal Regulations – Emergency Management and Assistance
- (3) 2 CFR Part 200.100 – 200.345 (formerly OMB Circular A-102) – Grants and Cooperative Agreements with State and Local Governments
- (4) 2 CFR Part 200.400 - 200.475 (formerly OMB Circular A-87) – Cost Principles for State, Local, and Indian Tribal Governments
- (5) 2 CFR Part 200.500 – 20.521 and Appendices (formerly OMB Circular A-133) – Audits of States, Local Governments and Non-Profit Organizations
- (6) Louisiana Revised Statutes, Title 38 - Louisiana Procurement Code

NOW THEREFORE, the GRANTEE and the SUB RECIPIENT do mutually agree to the following terms and conditions of this agreement:

I. Scope of Work

The GRANTOR has provided funds, through its State Homeland Security Grant Program FY 2017, to the GRANTEE who is then providing this same funding to the SUB RECIPIENT. Information related to the federal award is attached as Exhibit A. The SUB RECIPIENT shall perform the necessary tasks required in order to accomplish the objectives of the GRANTOR'S Program which have been agreed to by the GRANTEE. This includes complying with all of the applicable federal, state or local laws, regulations and administrative policies as they relate to the SUB RECIPIENT'S specific approved project including but are not limited to the references above as well as the following:

- (a) SUB RECIPIENT will comply with 2 CFR Part 200 to 200.521 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as well as any specific federal departmental grant requirement in other sections of the CFR.
- (b) SUB RECIPIENT will adhere to both the Federal Procurement Laws contained in 2 CFR Part 200.317 to 200.326 as well as the State Procurement Laws for Political Subdivisions contained in Louisiana Revised Statute Title 38.
- (c) SUB RECIPIENT will adhere to the requirements of the GRANTOR'S State Homeland Security Grant Program.
- (d) SUB RECIPIENT will adhere to the scope of the project and/or budget estimates previously provided to the GRANTEE and any deviations should be properly approved.
- (e) SUB RECIPIENT will comply with the attached Assurances for Non-Construction Programs as outlined in Standard Form 424B (Rev. 7-97) where applicable.
- (f) SUB RECIPIENT will comply with the attached Assurances for Construction Programs as outlined in Standard Form 424D (Rev. 7-97) where applicable.
- (g) SUB RECIPIENT will incorporate, where applicable, the contractual provision requirements outlined in 2 CFR Part 200.326 which is further discussed in Section 5 of this agreement.
- (h) SUB RECIPIENT will comply, when applicable, with any applicable National Policy Requirements for federal grants which is further discussed in Section 5 of this agreement.
- (i) SUB RECIPIENT will not pay any contractor who is listed by the Federal government as disbarred and/or suspended which is further discussed in Section 5 of this agreement. SUB RECIPIENT agrees to alert the GRANTEE immediately if a contractor working for the SUB RECIPIENT becomes debarred or suspended.
- (j) SUB RECIPIENT will fully cooperate at all times with the GRANTEE as the project manager who is ultimately accountable to the GRANTOR for all funds related to this project.

Pursuant to information submitted to the GRANTEE for inclusion in the GRANTOR'S State Homeland Security Grant Program FY 2017, the SUB RECIPIENT shall perform the following tasks:

Properly procure radar units and crash data retrieval software. The radar units will be used to develop probable cause to stop, identify, detain or arrest individuals involved in terrorist activities, illegal aliens, or other criminals. The crash data retrieval software will be used to conduct investigations and determine causation of a vehicle crash and vehicle computer data which records vehicle operations parameters and GPS data. Any and all expenses associated with the transportation, delivery and installation are the sole responsibility of the SUB RECIPIENT unless specifically approved in advance of the purchase and ultimately funded by the GRANTOR. The ownership of any property furnished hereunder will be the property of the SUB RECIPIENT. The SUB RECIPIENT shall have the sole responsibility to maintain possession of the said property, maintain the property, repair the property when needed and maintain any applicable insurance amounts. Any future costs related to these requirements remain the sole responsibility of the SUB RECIPIENT.

Since this equipment is purchased with federal funds, the SUB RECIPIENT agrees to adhere to the equipment requirements of Office of Management and Budget (OMB) Circular A-87 (2 CFR, Part 200.400 to 200.475). Those requirements include, but are not limited to, the requirements to physically inventory equipment at least once every two years for the life of the equipment and to request GRANTEE and GRANTOR approval to dispose of, sale or otherwise transfer any equipment if the equipment was initially purchased with federal funds.

In compliance with the above, the SUB RECIPIENT agrees to notify the GRANTEE and GRANTOR, in writing, and request the preferred method of disposition for any equipment purchased with federal funds if said equipment is no longer of use to the SUB RECIPIENT, whether the equipment is considered to be surplus, obsolete, broken, etc. If any item can no

longer be located, whether lost, stolen, or of unknown disappearance, then the SUB RECIPIENT shall notify the GRANTEE, in writing in a timely manner, and provide a copy of the local law enforcement's report of the same. In addition, if an annual inventory is

requested by the GRANTEE then the SUB RECIPIENT will provide prompt access to all inventory records.

2. Term of Agreement

The terms of this agreement shall become effective upon execution of this agreement and shall continue until three years after close out of this grant by both federal and state GRANTORS. All work related to the above activity must be completed by January 31, 2019 unless specifically extended by both the GRANTOR and the GRANTEE.

3. Payment Terms of Grant Funding

The following amount has been allocated for the scope of work identified in Section 1 above:

Amount not to exceed \$12,814.35

Payment under this agreement is contingent upon the GRANTEE receiving approval from the GRANTOR for funds under the State Homeland Security Grant Program FY 2017. The SUB RECIPIENT shall only be paid, for activity approved under the scope of services which are rendered under this agreement, from funds allowed by the GRANTOR. The SUB RECIPIENT is responsible for payment to its vendors unless otherwise specifically approved by the GRANTEE. The GRANTEE will then reimburse the SUB RECIPIENT after receipt of funds from the GRANTOR.

Any questioned costs which may occur at any point in this process (including the three year period after grant closeout by either the federal and/or state GRANTOR) will be the sole responsibility of the SUB RECIPIENT with respect to any activity covered by this agreement.

If this agreement extends beyond the current fiscal year and notwithstanding anything to the contrary and when applicable, both parties acknowledge and agree that pursuant to the applicable state law, this agreement is subject to an annual appropriation dependency requirement to the effect that the renewal of this agreement is contingent upon the appropriation of funds by either party to fulfill any future payment requirements of this agreement. If either party fails to appropriate sufficient monies to provide for any future payment requirements under this agreement, this agreement shall terminate on the last day of the last fiscal year for which funds were appropriated.

4. Amendments and Assignments

If there is a need to review and/or revise this agreement, the requesting party shall submit a written amendment to the other party, with the understanding that no amendment to this agreement shall be valid unless it is agreed and signed by both parties. This agreement shall not be assignable by either party without written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

5. Records, Audits and Other Grant Compliance Issues

It is understood that this agreement will be utilized as part of a federal reimbursement grant (Department of Homeland Security Grant Program – CFDA 97.067) and therefore both parties agree to maintain accounts and records, including personnel, property and financial records, adequately to identify and account for all costs pertaining to this agreement and to ensure full compliance with the requirements of the above grant.

The SUB RECIPIENT may receive from the GRANTEE work product information that the GRANTEE utilizes. The SUB RECIPIENT assumes sole responsibility for verification of the accuracy of all information and for legal compliance with all rules and instructions required

herein. The SUB RECIPIENT further acknowledges that the GRANTEE makes and assumes no representations or warranties with regard to the work product information. Work product information may include, but is not limited to, procurement policies, procurement forms, contractor insurance requirements, various standard contracts, specific grant program forms or other relevant documents.

With respect to the SUB RECIPIENT'S use of any work product transmitted by or originally created by the GRANTEE, the SUB RECIPIENT acknowledges it is the SUB RECIPIENT'S decision to act accordingly. The SUB RECIPIENT has the option to either adopt such product as the SUB RECIPIENT'S own or the SUB RECIPIENT may utilize the following other options available to the SUB RECIPIENT: (1) modify the GRANTEE'S work product appropriate to the SUB RECIPIENT'S own needs, (2) create and adopt the SUB RECIPIENT'S own work product separate from the GRANTEE'S work products, or (3) adopt a work product created by other State or Federal agencies when applicable to the SUB RECIPIENT'S needs. If the SUB RECIPIENT utilizes any of the GRANTEE'S work products in any way then the SUB RECIPIENT acknowledges that the GRANTEE makes no representations or warranties with regard to the same.

For audit purposes, all records will be made available by both parties to any authorized representative of either party and said records will be retained for three (3) years after the close out of the grant or three (3) years from the final contractual payment under this agreement, whichever is later. It is also agreed that all records shall be made available to either party at no additional charge for such information. If any confidential information is obtained during the course of this agreement, both parties agree not to release that information without the approval of the other party unless instructed otherwise by court order, grantor, auditor, public information request or as required by law.

Act 290 of the 2011 Legislative Session requires that a governmental entity that provides funding to a quasi-public agency or body shall notify each such quasi-public agency or body of the requirement to provide the Legislative Auditor with the name of the individual responsible for filing annual financial reports with the Legislative Auditor. The quasi-public agency or body shall notify the Legislative Auditor of the name and address of the person so designated.

In compliance with grantor and national policy requirements, including the above referenced federal grant requirements, both parties agree to adhere to the following regulations, where applicable:

(a) Federally Required Contractual Provisions:

- (1) **Administrative, Contractual or Legal Remedies** are required in all contracts in excess of the simplified acquisition threshold amount that are funded with federal funds and are addressed in various sections of this agreement,
- (2) **Termination Provision** requires all contracts in excess of \$10,000 to contain a provision for termination of the contract for cause or convenience and this provision is addressed in Section 8 of this agreement,
- (3) For all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, **Equal Employment Opportunity (See Exhibit B)**, including Executive Order 11246 which was further amended by Executive Order 11375, which requires equal opportunity for all persons, without regard to race, color, religion, sex or national origin, employed or seeking employment with government contractors or with contractors performing under federally assisted construction contracts,
- (4) For all construction contracts in excess of \$2,000 and required by federal grant regulations, **Davis Bacon Act**¹ which requires payments of wages for laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor and said wage payments will be made at least weekly,

¹ Davis Bacon Act is not applicable to this agreement.

- (5) For all applicable contracts in excess of \$100,000 that involve the employment of mechanics or laborers, **Contract Work Hours and Safety Standards Act** which prohibits certain unsanitary, hazardous or dangerous working conditions and requires that wages of every mechanic and laborer to be on the basis of a standard work week of forty hours with any work in excess of forty hours per week to be compensated at a rate of not less than one and one-half times the basic rate of pay,
- (6) For all contracts that meet the definition of "funding agreement" under 37 CFR Part 401.2(a) and involve a contract with a small business firm or nonprofit organization regarding the assignment or performance of experimental, developmental or research work must comply with the **Rights to Inventions Made Under a Contract or Agreement** contained in 37 CFR Part 401,
- (7) All contracts, subcontracts and sub-grants in excess of \$150,000 must contain a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act** and the **Federal Water Pollution Control Act**,
- (8) **Debarment and Suspension (Executive Orders 12549 and 12689 and 2 CFR Part 180)** which prohibit the contracting with any party listed on the "System for Award Management" (SAM), formerly identified as the "Excluded Parties List System" (EPLS.gov), which identifies all parties that have active exclusions (i.e. suspensions, debarments) imposed by a federal agency,
- (9) **Byrd Anti-Lobbying Prohibition (31 U.S.C. 1352)** prohibits the use of federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant or other award covered by 31 U.S.C. 1352 and also requires that Contractors that apply or bid for an award exceeding \$100,000 where federal funds are used must file the required certification stating that the parties will not and have not used federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant, or other award covered by 31 U.S.C. 1352, and
- (10) **Procurement of Recovered Materials** as required by 2 CFR Part 200.322 which requires procurements in excess of \$10,000 to contain the highest percentage of recovered materials practicable while consistent with maintaining a satisfactory level of competition.

(b) National Policy Requirements:

- (1) **Civil Rights Act of 1964**, including Title VI, which generally speaking, states that no person shall on the grounds of race, color or national origin shall be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance,
- (2) **Age Discrimination Act of 1975** which prohibits discrimination based on age in programs or activities receiving federal financial assistance,
- (3) **Americans with Disabilities Act of 1990**, with respect to building construction or alteration, prohibits discrimination based on a disability defined as a physical or mental impairment that substantially limits a major life activity,
- (4) **Section 504 of the Rehabilitation Act of 1973**, if specifically required by the federal agency, which prohibits the exclusion of an otherwise qualified individual because of a disability in programs receiving federal financial assistance including program accessibility, accessible new construction and alterations, reasonable accommodations and effective communication with hearing and visually disabled (this requirement may vary with each federal agency),
- (5) For all construction or repair contracts, **Copeland "Anti-Kickback" Act** which requires all contracts and sub-grants for construction or repair to contain a provision that prohibits a contractor or sub-contractor from inducing, by any means, any person employed in the construction, completion or repairs of public work to give up any part of the compensation to which he is otherwise entitled,
- (6) **National Environmental Policy Act** which prohibits any activities that will have an adverse impact on the environment,
- (7) **Energy Policy and Conservation Act** which require the contractors to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan,

- (8) **Reporting Provision** requires that all contracts should include a requirement that the contractor assist the Parish, when applicable, with any awarding agency requirements and regulations pertaining to reporting,
- (9) **Records Access Provision** which reserves the rights of the PARISH, state or federal grantors, the Comptroller General of the United States, or any duly authorized representative of the aforementioned to have access to any books, documents, papers or records of the CONTRACTOR that are directly pertinent to this agreement for the purpose of making audit examination excerpts and transcriptions and is further discussed in the first part Section 5 of this agreement,
- (10) **Record Retention Provision** requires that any contract executed must include a provision that all required records will be maintained by the contractor/firm for a minimum period of three years after the Parish formally closes out each federal program (Parish grant managers should verify the three year record retention period with each respective grant agency to ensure that a longer period is not required),
- (11) **2013 National Defense Authorization Act (41 United States Code (U.S.C.) 4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection)** subjects any subawards and contracts over the federal simplified acquisition threshold to the provisions of the above act regarding rights and remedies for employee whistleblower protections,
- (12) **National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973** which require recipients of federal grants that are acquiring, constructing or repairing property in a special flood hazard area, and with an estimated cost in excess of \$10,000, to purchase flood insurance,
- (13) **Resource Conservation and Recovery Act** which requires proper handling and disposal of solid waste, and
- (14) **Toxic Substance Control Act** which places restrictions on chemicals that pose unreasonable risks, such as surfaces that could be covered with lead-based paint.

In compliance with item 5(a)(8) above, the SUB RECIPIENT agrees to verify that all contractors or subcontractors employed are not parties listed as active exclusions (i.e. suspensions, debarments) on the "System for Award Management" (SAM) formerly identified as the "Excluded Parties List System" (EPLS.gov) for parties debarred, suspended or otherwise excluded from contracting on any projects involving federal funds. SUB RECIPIENT agrees to require the contractor to provide immediate notice, but in no case later than three (3) business days, after being notified that the contractor, or any subcontractor, has been added to the "System for Award Management" or otherwise been disbarred from contracting on any projects involving federal funds. In no event shall the SUB RECIPIENT allow any contractor to utilize a subcontractor at any time during the duration of this agreement who has been disbarred from contracting on any projects involving federal funds. If the contractor is prohibited in any way from contracting on any projects involving federal funds at any time during the duration of this agreement then both the SUB RECIPIENT and GRANTEE must be notified. GRANTEE may, at its sole discretion, immediately implement the termination provisions discussed in Section 7 below if the SUB RECIPIENT decides to continue with the project using a "disbarred" or "active exclusion" contractor or subcontractor.

6. Liability, Indemnity and Insurance

The SUB RECIPIENT is responsible for the maintenance, upkeep and insurance requirements related to the scope of work. All related costs associated with this requirement are the sole responsibility of the SUB RECIPIENT.

This agreement is intended for the benefit of the GRANTEE and the SUB RECIPIENT and does not confer any rights upon any other third parties. All rights by and between the GRANTEE and the SUB RECIPIENT are limited to the actions outlined in the applicable local, state and federal laws, regulations and policies.

The SUB RECIPIENT will indemnify, defend, and hold harmless the GRANTEE, including the GRANTEE'S employees and agents, from and against any and all claims or liabilities arising from the fault of the SUB RECIPIENT, its employees or agents in carrying out the

SUB RECIPIENT'S duties and obligations under the terms of this agreement. The GRANTEE will indemnify, defend, and hold harmless the SUB RECIPIENT, including the SUB RECIPIENT'S employees and agents, from and against any and all claims or liabilities arising from the fault of the GRANTEE, its employees or agents in carrying out the GRANTEE'S duties and obligations under the terms of this agreement. This section will survive the termination of this agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

7. Termination of Agreement and Dispute Resolution

While both parties agree to negotiate all contractual disputes in good faith, the GRANTEE reserves the right to terminate this agreement at any time upon written notice of termination or if the SUB RECIPIENT has failed to comply with the terms of this agreement, the grant itself or any applicable law and regulation. All questioned costs are the sole responsibility of the SUB RECIPIENT.

If the parties are unable to independently and satisfactorily resolve any disagreement then both parties agree that any contractual disagreement will be resolved under the jurisdiction of the 14th Judicial District Court for Calcasieu Parish, Louisiana. In the event that court action is necessary then the parties agree that whoever prevails in the litigation is entitled to reasonable attorney's fees and costs as fixed by the Court.

8. Severability, Entire Agreement and Captions

This agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. If any provision of this agreement is held invalid, void or unenforceable under any law or regulation or by a court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provision of this agreement. This agreement, any State Homeland Security Grant Program documentation, any attached documents, and any referenced documents represent the entire agreement between the GRANTEE and the SUB RECIPIENT and supersede all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this agreement and other documents, the terms of this agreement shall control.

Each paragraph of this agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation.

9. No Authorship Presumptions

The GRANTEE and the SUB RECIPIENT have had an opportunity to negotiate the language of this agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. The GRANTEE and the SUB RECIPIENT hereby waive the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this agreement, including but not limited to, any rule of law to the effect that any provision of this agreement shall be interpreted or construed against the party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a party by reason of assignment and/or assumption of this agreement and any successor to a signatory party.

10. Address of Notices and Communications

All notices between the GRANTEE and the SUB RECIPIENT provided for pursuant to this agreement shall be in writing. The name and address of the GRANTEE'S representative is:

Mr. Bryan C. Beam, Administrator
Calcasieu Parish Police Jury
Post Office Box 1583
Lake Charles, Louisiana 70602

The name and address of the SUB RECIPIENT'S representative is:

Lewis Coats, Chief of Police
Sulphur Police Department
B, 500 North Huntington St.
Sulphur, LA 70663

In the event that the mailing address of the GRANTEE or the SUB RECIPIENT changes during the terms of this agreement, or that there is a change in the designated points of contact, the party with the address change or change of contact shall immediately notify the other party of the change.

THUS DONE AND SIGNED on the ____ day of _____ 2020, in Lake Charles, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

CALCASIEU PARISH POLICE JURY:

Witness Signature

BY: _____
TONY GUILLORY, PRESIDENT

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

THUS DONE AND SIGNED on the ____ day of _____ 2020, in Sulphur, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

CITY OF SULPHUR:

Witness Signature

BY: _____
MICHAEL E. DANAHAY, MAYOR

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

FEDERAL AWARD INFORMATION

In accordance with the Code of Federal Regulations (CFR), 2 CFR Section 200.331 requires that the following information be provided to any Subrecipient of a federal award:

Federal Award Identification: State Homeland Security Grant Program FY 2017

Subrecipient Name: City of Sulphur

Federal Award Identification Number: EMW-2017-SS-00058-S01

Original Federal Award Date: 09/15/17

Subaward Period of Performance (Start and End Date): 09/01/17 – 02/28/20

Original Amount of Federal Funds Obligated: \$87,065.11

Amount of Federal Funds Obligated to Subrecipient: Amount not to exceed \$12,814.35

Federal Award Project Description (in accordance with Federal Funding Accountability and Transparency Act (FFATA): Radar units and crash data retrieval software. The radar units will be used to develop probable cause to stop, identify, detain or arrest individuals involved in terrorist activities, illegal aliens, or other criminals. The crash data retrieval software will be used to conduct investigations and determine causation of a vehicle crash and vehicle computer data which records vehicle operations parameters and GPS data.

Name of Federal Awarding Agency: Department of Homeland Security

Name of Pass Through Entity and Contact Information: Calcasieu Parish Police Jury
Mr. Bryan C. Beam, Administrator
P.O. Box 1583
Lake Charles, LA 70602

Catalog of Federal Domestic Assistance (CFDA) Number: CFDA 97.067

**CIVIL RIGHTS COMPLIANCE PROVISIONS
FOR
CONSTRUCTION CONTRACTS**

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
(Applicable to Contracts and Subcontracts above \$10,000)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. **CERTIFICATION OF NONSEGREGATED FACILITIES**
(Applicable to Contracts and Subcontracts over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

PARISH OF  CALCASIEU
State of Louisiana
RESOLUTION

BE IT RESOLVED BY THE POLICE JURY OF CALCASIEU PARISH, LOUISIANA, convened in Regular Session on the 5th day of October, 2017, that it does hereby approve the submittal of a grant application in the amount of \$87,065.11, to the Louisiana Governor's Office of Homeland Security and Emergency Preparedness, for the State Homeland Security Program (SHSP) Grant, and approving the award contract for said grant.

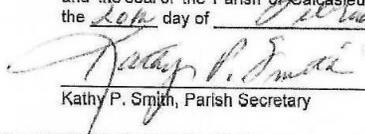
BE IT FURTHER AND FINALLY RESOLVED that the President of the Police Jury, or his designee, when appropriate, is authorized to execute all documents related thereto.

THUS DONE AND PASSED on the date above inscribed.

STATE OF LOUISIANA
PARISH OF CALCASIEU

I HEREBY CERTIFY that the foregoing is a true and correct copy of the original resolution as adopted by the Calcasieu Parish Police Jury in Regular Session convened on the 5th day of October, 2017.

IN TESTIMONY WHEREOF, witness my official signature and the seal of the Parish of Calcasieu, Louisiana, on this the 20th day of February, 2020.


Kathy P. Smith, Parish Secretary

RESOLUTION NO. _____, M-C SERIES

Resolution declaring the intent of the City of Sulphur to acquire a full ownership interest of adjudicated property from Calcasieu Parish Police Jury for property located at 104 Railroad Avenue.

WHEREAS, in accordance with La. R.S. 47:2236 the City Council of the City of Sulphur does authorize the City of Sulphur to declare ownership of Parcel Nos. 01123750, 01123750A and 01123750B and declare its intent to keep said parcels as they are contiguous to other city properties.

WHEREAS, the City of Sulphur wishes to formally declare its intention to acquire a full ownership interest of adjudicated property more fully described below for non-payment of ad valorem taxes:

1. Municipal address: 104 Railroad Avenue
Parcel Number: 01123750
Walter Craig Ellender – 9% Interest
COM 140 FT E OF SW COR BLK A SULPHUR, TH E 60 FT N 100 FT ETC.
2. Municipal address: 104 Railroad Avenue
Parcel Number: 01123750A
Walter Craig Ellender – 1% Interest
COM 140 FT E OF SW COR BLK A SULPHUR, TH E 60 FT N 100 FT ETC.
3. Municipal address: 104 Railroad Avenue
Parcel Number: 01123750B
Husker Partners BMO Harris
COM 140 FT E OF SW COR BLK A SULPHUR, TH E 60 FT N 100 FT ETC.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby declare the intent of the City of Sulphur to acquire a full ownership interest of adjudicated property from Calcasieu Parish Police Jury for property located at 104 Railroad Avenue.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2020.

MELINDA HARDY, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk



101
**CITY
HALL**

104 Railroad Ave.
Old Dry Cleaners

104

110

W WINDFLEET ST

E VIBRONE ST

W HICKORY ST

W HICKORY ST

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAY TO SIGN
COOPERATIVE ENDEAVOR AGREEMENT WITH CALCASIEU PARISH
POLICE JURY TO ACQUIRE FULL OWNERSHIP INTEREST OF
ADJUDICATED PROPERTY LOCATED AT 104 RAILROAD AVENUE.

WHEREAS, in accordance with La. R.S. 47:2236 the City Council of the City of Sulphur does authorize the City of Sulphur to declare ownership of Parcel Nos. 01123750, 01123750A and 01123750B and declare its intent to keep said parcels since they are contiguous to other city properties.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to sign Cooperative Endeavor Agreement with Calcasieu Parish Police Jury to acquire full ownership interest of adjudicated property located at 104 Railroad Avenue being more particularly described as follows:

1. Municipal address: 104 Railroad Avenue
Parcel Number: 01123750
Walter Craig Ellender – 9% Interest
COM 140 FT E OF SW COR BLK A SULPHUR, TH E 60 FT N 100 FT ETC.

2. Municipal address: 104 Railroad Avenue
Parcel Number: 01123750A
Walter Craig Ellender – 1% Interest
COM 140 FT E OF SW COR BLK A SULPHUR, TH E 60 FT N 100 FT ETC.

3. Municipal address: 104 Railroad Avenue
Parcel Number: 01123750B
Husker Partners BMO Harris
COM 140 FT E OF SW COR BLK A SULPHUR, TH E 60 FT N 100 FT ETC.

BE IT FURTHER ORDAINED that this Ordinance shall become effective upon the Mayor's approval, or upon proper re-adoption by the Council pursuant to Section 2-13(C) of the Home Rule Charter of the City of Sulphur.

APPROVED AND ADOPTED by
City Council of the City of
Sulphur, Louisiana, on this ____
day of _____, 2020.

MELINDA HARDY, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this ____ day of _____, 2020, at ____ o'clock ____m.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received from the Mayor at ____ o'clock ____m. on this _____ day of _____, 2020, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



104 Railroad Ave.
Old Dry Cleaners

RESOLUTION NO. _____, M-C SERIES

Resolution awarding bid for the annual supply of Chlorine.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that bids for annual supply of Chlorine were opened and read aloud in an open and public bid session on Thursday, February 20, 2020 at 10:00 a.m. and bids were as follows:

<u>Company</u>	<u>Bid</u>
DXI	\$0.3595 PER/LB

BE IT FURTHER RESOLVED that the City Council does hereby accept the recommendation of Mayor Mike Danahay and award the bid for the annual supply of Chlorine as follows:

<u>Company</u>	<u>Bid</u>
DXI	\$0.3595 PER/LB

BE IT ALSO FURTHER RESOLVED that Mayor Mike Danahay is authorized to sign all paperwork in connection therewith.

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2020.

MELINDA HARDY, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution accepting Substantial Completion Certificate and the Notice by Owner of Acceptance of Work for Savoy Road Improvements.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby accept Substantial Completion Certificate and the Notice by Owner of Acceptance of Work for Savoy Road Improvements.

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2020.

MELINDA HARDY, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

MEYER & ASSOCIATES, INC.

PUNCH LIST

PROJECT: Savoy Road Improvements

DATE: January 13, 2020

PROJECT NO: B6-18002-DA

INSPECTION WAS CONDUCTED AT ABOVE PROJECT BY:

CONTRACTOR-OWNER

ENGINEER-ARCHITECT

Contractor: McManus Construction, LLC-

Engineer: Byron Racca, P.E.

Owner: City of Sulphur-

Inspector: Michael Williams

The following items are to be corrected or completed to comply with the Contract Documents:

Type of Inspection	Preliminary	Substantial X	Final	1 Yr. Guaranty
--------------------	-------------	------------------	-------	----------------

NO.	ITEM	VALUE
1	Provide As-Builts to Project Engineer	\$500.00
2	Clean up and dispose of debris along roadway shoulder	\$500.00
3	Remove existing ACP driveway and install 6" PCCP drive with swale	\$2,000.00
4	Dress-up and install stone shoulder around cul-de-sac	\$500.00
5	Modify Structure No. 111 end to an angle	\$250.00
6	Remove remaining roots and debris from outfall ditch	\$500.00
7	Dress-up and install erosion matting around Structure No. 102 (eastside bc	\$500.00
8	Dress-up around Structure Nos. 100 and 104	\$500.00
9	Adjust double gate clearance height (hits cul-de-sac pavement)	\$250.00
10		
11		
12		
13		
TOTAL		\$5,500.00

Distribution:

1. Project Manager
2. Contractor's Representative
3. Resident Project Representative
4. File

RESOLUTION NO. _____, M-C SERIES

Resolution approving liquor license for Maria's Cocina Mexicana, 106 South Cities Service Hwy.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby approve liquor license for Maria's Cocina Mexicana, 106 South Cities Service Hwy.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2020.

MELINDA HARDY, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk



LIQUOR LICENSE APPLICATION APPROVAL SHEET

The following applicant is applying to the City of Sulphur for a permit to sell beverages of alcohol content at a retail.

Business Name: Maria's Cocina Mexicana

Owner: Jose Alfredo Chavez

Business Location: 106 S Cities Service Hwy Sulphur, LA 70663

Date of Application: 02/21/2020

Class: A B Content: High Low

Applicant has provided all required documentation to the City of Sulphur Licensing Department.

City of Sulphur Issuance Agent *[Signature]*

Director of Finance *[Signature]*

Recommend Deny

City Council Approval: ACCEPTED DENIED

Council Representative Signature _____

Date: _____

Special Comments: _____



City of Sulphur
Occupational License
P O Box 1309
Sulphur, LA 70664
Phone: 337-527-4517
license@sulphur.org



Keith Berry, Director

Mike Danahay, Mayor

City of Sulphur
Liquor License Application

RECEIVED
FEB 21 2020
BY: [Signature]

Name of Business: MARIA'S Cocina mexicana
 Location of Business: 106 S CITIES Service Hwy Sulphur 70663
 Legal Name of Owner: CASA MARIA'S LLC
 Home/Corp Address: 19049 Hwy 102 Jennings LA 70546
 Mailing Address: 106 S CITIES Service Hwy Sulphur LA 70663
 Application is for: CLASS "A" CLASS "B"
 Content: HIGH LOW HIGH & LOW
 Sole Proprietor: Partnership Corp/LLC
 Has a homeowner petition been signed by residents? YES NO
 Have you applied for a state license? YES NO
 Are you the owner of the premises to be licensed? YES NO
 If NO, do you hold a bona Fide Lease? YES NO
 Is the business to be conducted wholly by you or by more than one representative? me
 Federal Tax #: 84-3853868 La. State Tax #: 2455267-001-400

SULPHUR ORDINANCE
Sec. 3-28. - Location—Affecting Issuance.
 (b) No permit required by this division shall be granted for any premises situated within three hundred (300) feet or less, of a public playground or of a building used exclusively as a church or synagogue, public library, or school, or full-time day care center except a school for business education conducted as a business college or school. This distance shall be measured as a person walks, using the sidewalk, from the nearest point of the property line of the church or synagogue, library, playground or school to the nearest point of the premises to be licensed.
 (Code 1970, § 3-18; Ord. No. 546, 10-14-03) | **State Law reference**— Similar provisions, R.S. 26:80, 280.

Is there a church, synagogue, library, playground or school located within 300 ft. of premise to be licensed? YES NO

If YES, has measurements been taken? YES NO N/A
 If YES, what are the measurements in feet? _____ Ft. N/A

Are there any residents located within 300 feet of premise to be licensed? YES NO N/A

If YES, has measurements been taken? YES NO N/A
 If YES, what are the measurements in feet? _____ Ft. N/A

NOTE: The City of Sulphur will validate all measurements

FAITH ✦ FAMILY ✦ COMMUNITY



Sales and Use Tax Department

PO Drawer 2050, 2439 6th Street Lake Charles, LA 70602-2050

Calcasieu Parish School Board

www.calcasieusalestax.org
(337) 217-4280 Fax (337) 217-4281

Karl Bruchhaus, Superintendent

PARISH OF CALCASIEU SALES TAX CLEARANCE CERTIFICATE FOR OFFICE OF ALCOHOL AND TOBACCO CONTROL

Louisiana Statutes require that both state and local revenue or tax offices provide a tax clearance before the issuance or renewal of a state or local Alcoholic Beverage Permit.

In accordance with Act 1016 of the 1995 Regular Session of the Louisiana Legislature, this document certifies that the taxpayer listed herein is current in filing Calcasieu Parish Sales Taxes and there are no delinquent taxes, penalties, or interest due. This Calcasieu Parish Sales Tax Clearance Certificate must be attached to your Alcoholic Beverage Control permit application in all instances, whether initial or renewal, and submitted to the Office of Alcohol and Tobacco Control.

NOTICE: A STATE TAX CLEARANCE IS REQUIRED IN ADDITION TO THE LOCAL CLEARANCE.

Calcasieu Parish Taxpayer Number: 00054268

Social Security Number or FEIN: 843853868

LA Department of Revenue & Taxation No:

Taxpayer Name: Casa Marias LLC

Trade Name (if different): same

Location Address: 106 S Cities Service Hwy
Sulphur LA 70663

Mailing Address: 19049 Hwy 102
Jennings LA 70546

I hereby certify that there are no delinquent sales taxes, penalties, or interest due the Calcasieu Parish Sales and Use Tax Department from the above listed taxpayer, excluding items under formal appeal pursuant to applicable statutes.


Authorized Signature
Calcasieu Parish Sales & Use Tax Department

CLERK

Title

01.31.2020

Date

F032/(5/2017)

REPRESENTING

Calcasieu Parish School Board, STX Districts 2 & 3, Calcasieu Parish Police Jury, STX Districts 1 & 4A
Calcasieu Parish Law Enforcement District, City of DeQuincy, Town of Iowa, City of Lake Charles
City of Sulphur, Town of Vinton, City of Westlake, SWLa Convention & Visitors Bureau

Katy Denton

From: Caitlen Johnson
Sent: Friday, February 21, 2020 12:38 PM
To: Katy Denton
Subject: RE: Background Check

Subject Is Clear No Prior Record.

From: Katy Denton <kdenton@sulphur.org>
Sent: Friday, February 21, 2020 10:24 AM
To: Caitlen Johnson <cjohnson@sulphur.org>
Subject: Background Check

Please get this back to me at your earliest convenience. Thank you so much!

Katy Denton
License Coordinator
P O Box 1309
Sulphur, La. 70664
(337) 527-4517

NOTICE: This E-mail (including attachments) is covered by the Electronic Comr