

**AGENDA
SULPHUR CITY COUNCIL MEETING
MONDAY, JUNE 8, 2020 AT 5:30 P.M.**

**THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL
MONDAY, JUNE 8, 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. **PROCLAMATION to Shorty Breaux. I03-20 (Mayor Danahay)**
2. **PUBLIC HEARING on ordinance authorizing Mayor Danahay to sign agreement with Kent Drive Crew for the maintenance of triangular shaped median on Kent Drive. ORD32-20 (Mayor Danahay)**
3. **PUBLIC HEARING on ordinance accepting Final Plat from Redmarque Construction for Aubrianna Estates Subdivision, Phase I for property located north of I-10, south of Division Street. ORD33-20 (Joy Abshire)**
4. **RESOLUTION accepting Aubrianna Lane, Phase I, into city's maintenance system. RES28-30 (Mayor Danahay)**
5. **INTRODUCTION OF ORDINANCE authorizing Mayor Danahay to sign the LA DOTD Maintenance Agreement for Mowing and Litter Pickup for Fiscal Year ending June 30, 2021. ORD34-20 (Mayor Danahay)**
6. **INTRODUCTION ORDINANCE granting a variance to Johnny Myers, 201 Michigan Avenue, to allow for chicken enclosure to be located 7 ½ feet from the east and west property lines rather than the required 50 feet. ORD35-20 (Melinda Hardy)**
7. **INTRODUCTION OF ORDINANCE declaring certain surplus movable property of the City of Sulphur and providing for the disposal thereof (vehicles and equipment). ORD36-20 (Mayor Danahay)**
8. **INTRODUCTION OF ORDINANCE amending and re-adopting the General Fund Budget for Fiscal Year ending June 30, 2020. ORD37-20 (Mayor Danahay)**

9. RESOLUTION changing the street name of Madison Crossing to Madison Crossing Drive. RES29-20 (Mayor Danahay)
10. RESOLUTION approving liquor license for Papa's Last Stop, 2142 East Napoleon Street. RES29-20 (Mayor Danahay)
11. RESOLUTION appointing the Official Journal for the City of Sulphur. RES30-20 (Mayor Danahay)
12. RESOLUTION authorizing Mayor Danahay to enter into a contract with Julian Quebedeaux for the videoing of Sulphur City Council meetings and authorizing to sign same. RES31-20 (Mayor Danahay)
13. RESOLUTION accepting Substantial Completion and the Notice by Owner of Acceptance of Work for the Sonic Sanitary Sewer Lift Station Improvements. RES32-20 (Mayor Danahay)
14. RESOLUTION accepting Substantial Completion and the Notice by Owner of Acceptance of Work for the Hwy 108 Lift Station. RES33-20 (Mayor Danahay)
15. RESOLUTION accepting Substantial Completion and the Notice by Owner of Acceptance of Work for the Upgrade Regional Sewerage Pump Stations, Phase 2, Arizona Pump Station. RES34-20 (Mayor Danahay)
16. RESOLUTION accepting Substantial Completion and the Notice by Owner of Acceptance of Work for the Verdine #12 Water Well. RES35-20 (Mayor Danahay)
17. RESOLUTION authorizing Mayor Danahay to sign Agreement between The Division of Administration Office of Community Development and the City of Sulphur for CDBG Spot Slum/Blight conditions. RES36-20 (Mayor Danahay)
18. 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, July 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 AUTHORIZING MAYOR DANAHAHAY TO SIGN
AGREEEMENT WITH KENT DRIVE CREW FOR THE
MAINTENANCE OF TRIANGULAR SHAPED MEDIAN ON KENT
DRIVE.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Danahay to sign Agreement with Kent Drive Crew for the maintenance of the triangular shaped median on Kent Drive.

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.

MIKE KOONCE, 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

STATE OF LOUISIANA

PARISH OF CALCASIEU

AGREEMENT BETWEEN

THE KENT DRIVE CREW

&

THE CITY OF SULPHUR

BE IT KNOWN that on the dates subscribed and personally came and appeared:

THE KENT DRIVE CREW, by its president, Jana T. Gremillion, hereinafter referred to as "KDC"; and

THE CITY OF SULPHUR, by its Mayor, MIKE DANAHAAY, hereinafter referred to as "THE CITY", each of whom after being duly sworn did depose and declare:

That they enter into this Agreement for the maintenance and beautification of the triangular-shaped city owned median on Kent Drive, (hereinafter referred to as "THE LANDSCAPED AREA"), as follows:

KDC & THE CITY agree as follows:

1. KDC and THE CITY acknowledge that the beautification of THE LANDSCAPE will be mutually beneficial.
2. KDC agrees to install and maintain landscaping where necessary in THE LANDSCAPE AREA (PER ATTACHED MAP). THE KDC shall be responsible for all cost associated with said installation and maintenance.
3. KDC shall comply with all requirements by THE CITY regarding line of sight for vehicular traffic or other safety issues.
4. KDC shall comply with THE CITY ordinances in obtaining all necessary permits.
5. KDC agrees that should it fail, at any time, to properly maintain THE LANDSCAPE AREA, THE CITY shall have the right to terminate this agreement. KDC agrees that should it be unable to maintain THE LANDSCAPE AREA a written letter of revocation will be submitted.
6. KDC shall comply with all requirements of THE CITY'S water conservation policy.


KENT DRIVE CREW
BY: JANA T. GREMILLION, PRESIDENT

DATE: 4-21-2020

THE CITY OF SULPHUR
BY: MIKE DANAHAAY, MAYOR

DATE: _____





ORDINANCE ACCEPTING FINAL PLAT FROM REDMARQUE
CONSTRUCTION FOR AUBRIANNA ESTATES, PHASE I.

WHEREAS, Redmarque Construction has submitted a final plat for Aubrianna Estates, Phase I; and

WHEREAS, said examination reflects that the final plat submitted by Redmarque Construction complies with Chapter 18 of the Code of Ordinances and Article III, Part 1, Section 1, (6) (c) and (e) of the Land Use Ordinance for the City of Sulphur.

BE IT RESOLVED by the Land Use Commission of the City of Sulphur, Louisiana, that they do hereby accept final plat from Redmarque Construction for Aubrianna Estates, Phase I for the following described property:

ALL THAT CERTAIN 2.861 ACRE TRACT OR PARCEL OF LAND,
BEING THE SOUTH HALF OF THE SOUTHWEST QUARTER (S/2
OF SW/4) AND THE NORTHWEST QUARTER OF THE
SOUTHWEST QUARTER (NW/4 OF SW/4) OF SECTION 7,
TOWNSHIP 9 SOUTH, RANGE 10 WEST, SOUTHWESTERN LAND
DISTRICT, LOUISIANA MERIDIAN, CALCASIEU PARISH,
LOUISIANA AND BEING MORE FULLY DESCRIBED AS
FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2 OF
MYRON M. LAW SUBDIVISION AND A POINT ON THE EASTERN
RIGHT OF WAY OF SOUTH POST OAK ROAD; THENCE ALONG
SAID RIGHT OF WAY SOUTH 00 DEGREES 58 MINUTES 45
SECONDS WEST, A DISTANCE OF 146.20 FEET TO THE POINT OF
BEGINNING;

THENCE ALONG THE SOUTHERN BOUNDARY OF SAID MYRON
M. LAW SUBDIVISION, SOUTH 89 DEGREES 10 MINUTES 37
SECONDS EAST, A DISTANCE OF 750.00 FEET; THENCE SOUTH
00 DEGREES 49 MINUTES 06 SECONDS WEST, A DISTANCE OF
166.21 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF
INTERSTATE 10; THENCE NORTH 89 DEGREES 10 MINUTES 30
SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A
DISTANCE OF 750.00 FEET TO A POINT ON THE EASTERN RIGHT
OF WAY OF SOUTH POST OAK ROAD; THENCE NORTH 00
DEGREES 49 MINUTES 06 SECONDS EAST, ALONG SAID
EASTERN RIGHT OF WAY LINE, A DISTANCE OF 166.10 FEET TO
THE POINT OF BEGINNING, CONTAINING 2.861 ACRES, MORE
OR LESS.

WHEREAS, this final plat is accepted by the City of Sulphur and may be withdrawn by the City of Sulphur should said final 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 final 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 final 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 final 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 accept the final plat from Redmarque Construction for Aubrianna Estates, Phase I. and revise the Land Use Map for property located on the north side of I-10, south of Division Street.

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

MIKE KOONCE, 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



Memo

To: Land Use Commissioners

From: Stacy Dowden
Director of Public Works 

cc: Arlene Blanchard, Mayor Mike Danahay

Date: May 8, 2020

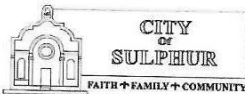
Re: Item 4: Resolution accepting final plat from Redmarque Construction for Aubrianna Estates Subdivision, Phase I for property located north of I-10, south of Division Street.

Staff Findings:

The final plat has been reviewed and conforms to City of Sulphur Ordinances

The City has received as required by ordinance:

- (1) Written certification from the professional of record that the constructed work, including, but not limited to any roadways or utilities, conforms with city approved plans and specifications.
- (2) All quality control test reports on infrastructure improvements including any utilities and roadways, and then obtain written final approval and acceptance from the city engineer and submit such written approval to the secretary of the council.
- (3) As-built drawings of all infrastructure improvements in an electronic format.



CITY OF SULPHUR
APPLICATION FOR
DEVELOPMENT APPROVAL

Date Received 12-18-19 \$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 Marcus Trahan DATE 12-18-19

PROPERTY OWNER INFORMATION

Name of Property Owner Redmarque Construction
(Owner must provide proof of ownership such as property tax record or recorded deed)
Mailing Address: 2667 Hwy 90 West Email: redmarque@icloud.com
Phone Number (H) 337-794-0463 (W) _____ (C) _____

PROPERTY INFORMATION

Location Address: TBD Abrianna Estates
Present Zoned Classification: residential

LEGAL DESCRIPTION FROM ABSTRACT OR TAX RECORD (PRINT NEATLY OR TYPE)

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 MT

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

Zoning Change: From _____ To _____
Purpose of Request: Acceptance of Final Plat of 1st phase Abrianna Estates
and final acceptance of phase 1 of Abrianna Estates
for city to accept into maintenance

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.

Applicant Signature: Marcus Trahan Date: _____

	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 checked="" type="checkbox"/>	<input type="checkbox"/>	<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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Flood zone classification _____ bfe _____ ft.			



RESOLUTION NO. _____, M-C SERIES

Resolution accepting Aubrianna Lane, Phase I, into the city's maintenance system.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby accept Aubrianna Lane, Phase I, into the city's maintenance system.

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

MIKE KOONCE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR DANA HAY TO SIGN THE LA DOTD MAINTENANCE AGREEMENT FOR MOWING AND LITTER PICKUP FOR FY YEAR ENDING JUNE 30, 2021.

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 the LA DOTD Maintenance Agreement for mowing and litter pickup for FY ending June 30, 2021.

This ordinance shall become effective upon Mayor’s signature.

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

MIKE KOONCE, 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

**MAINTENANCE AGREEMENT
INCLUDING MOWING AND LITTER PICKUP**

FOR THE FISCAL YEAR ENDING JUNE 30, 2021

BETWEEN

CITY OF SULPHUR

AND

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
OFFICE OF ENGINEERING**

AGREEMENT

This **AGREEMENT**, ("Agreement") is made and entered into this _____ day of _____, 2020, by and between the **STATE OF LOUISIANA**, through the Department of Transportation and Development, hereinafter referred to as ("**DOTD**"), represented herein by its Secretary or his duly authorized designee, City of Sulphur hereinafter referred to as ("**Municipality**"), appearing herein through its Mayor, Mike Danahay, duly authorized.

WITNESSETH:

WHEREAS, pursuant to the provisions of LSA-R.S. 48:193, **DOTD** is directed to repair and to keep in operating condition, at its sole cost and expense, all municipal roads and streets within the State Highway System as it is defined in LSA- R.S. 48:191, hereinafter sometimes referred to as the "State Highway System" or "State Roadway"; and

WHEREAS, further, LSA-R.S. 48:193 authorizes municipalities to request that the repair and maintenance of said State Roadways located within their respective municipalities be performed by the municipality, at the State's expense; and

WHEREAS, **DOTD** lacks sufficient personnel and equipment to perform mowing and litter collection on a routine and continuing basis and wishes to enter into an agreement with the **Municipality** to perform maintenance directly related to mowing and litter collection on the State Roadways located within Sulphur; and

NOW, THEREFORE, it is hereby agreed between **DOTD** and **Municipality**:

ARTICLE I: Covered Roadways:

This Agreement applies only to those State Roadways identified on the List of Routes for Maintenance Agreement shown on Exhibit "A", a copy of which is appended hereto and made a part hereof by reference. These State Roadways are collectively referred to as "State Roadways" and, for purposes of this Agreement, the term "State Roadway" shall include all rights of ways and roadway shoulders associated with the State Roadways.

ARTICLE II. Mowing Litter and Trash Collection

The **Municipality** shall conduct its operation in a manner such that the safety and convenience of the public shall be regarded as a priority. All equipment and traffic control devices shall be in accordance with the Manual on Uniform Traffic Control Devices. The **DOTD** reserves the right to stop the **Municipality** from working or order any piece of equipment removed from the roadway or right of way should it be determined that the minimum safety standards are not being met.

Prior to beginning a litter collection or mowing cycle the **Municipality** shall contact the **DOTD** District Office or the Parish Maintenance Office advising them of the starting date.

The **Municipality** will be required to report daily work activities on the form provided (Exhibit "B" attached) and shall include the work completed (mowing) and litter amount in cubic yards collected each day for the duration of the cycle or period of time that the work is being performed.

Completed Forms shall be maintained by the municipality and shall be submitted to the **DOTD** district contact with the semi-annual invoice for covered time period.

Failure to turn in the Completed Form with the semi-annual invoice will delay payment until the required Daily Work Reports are submitted.

The **Municipality** shall pick up and properly dispose of all trash and debris located on the State Roadways prior to conducting mowing operations. Litter and trash collection shall precede the mowing operation by no more than 24 hours. The **Municipality** shall perform litter and debris pick-up on all grass and vegetative areas, ditches, paved roadside shoulders and areas beneath overhead bridges and roadways. All litter, trash and debris uncovered by the mowing operation shall be picked up within 48 hours of the mowing operation. All litter, trash and debris shall be collected and piled or bagged off of the travel lanes and paved shoulders of the State Roadways and must be removed from the right-of-ways by the close of business the same workday that it is collected. **Municipality** shall provide, at its own expense, all equipment necessary to perform the duties provided for in this Agreement, including but not limited to, all trash bags, mowing and trimming equipment and herbicide applicators. **Municipality** shall record and document the amount of litter collected and report these amounts to the appropriate **DOTD** District Engineer at the time invoices are submitted for payment.

For purposes of this agreement litter, trash and debris shall mean all trash, debris, litter, junk, rubbish, paper, cardboard, glass, cans, discarded items, garbage, old tires, treads, dead trees, wood materials, concrete, etc. The **Municipality** will not be required to pick up every isolated cigarette butt, chip of glass or similar small objects.

The **Municipality** shall mow grass and cut or otherwise control mowable vegetation along ditches, around signs, guardrails and bridge ends, trim overhanging grass along curbs, and remove litter and debris within the designated, dedicated or apparent right of way. For purposes of this Agreement, Mowable vegetation is defined as any trees, vegetation, brush, etc., that is two inches in diameter or less measured five inches above the ground. Mowing and litter removal shall be accomplished a minimum of four (4) times per year. The dates of the mowing operations shall be set forth on the Mowing Plan submitted by Municipality to Roadside Development Coordinator assigned to the DOTD District where the mowing operations are to take place.

Natural stands or planted stands of wildflowers shall not be cut until after seed heads have formed unless, in the opinion of DOTD District Administrator, the flowers are causing a traffic hazard or have a very undesirable appearance.

If, during the term of this Agreement, DOTD alters or makes repairs to State Roadways covered by this Agreement, DOTD will initiate contact with the **Municipality** to revise mowing and litter pick-up practices for the applicable State Roadway.

The **Municipality** shall be responsible for payments to its employees and contractors who perform work pursuant to this Agreement and shall be responsible for payroll taxes and benefits due each employee who is assigned to work pursuant to this Agreement.

Nothing herein is intended to create a statutory employer relationship between DOTD and the employees or contractors of the **Municipality**.

ARTICLE III: Use of Herbicide/Chemicals in Mowing Operations

The **Municipality** may utilize Vegetation Management Plans involving the use of herbicides/chemicals by the **Municipality**, provided that the **Municipality** obtains written approval from the DOTD District Administrator. The Municipality may elect to enter into a contract with third parties to administer herbicides. The following conditions shall apply to all Vegetation Management Plans involving the use of herbicides/chemicals whether performed by the **Municipality** or its contractor:

All liability arising from the use or misuse herbicides/chemicals pursuant to this Agreement shall be the responsibility of the **Municipality** and, when applicable, the **Municipality's** contractor making said chemical applications.

Municipality shall notify DOTD of its intention to apply chemicals for growth retarding purposes. Said notification shall be in writing and shall be included in the Municipality's Roadside Management Plan. The Roadside Management Plan shall

include projected mowing and spraying schedules for the yearly contract. All herbicide applicators must possess a Category 6 Pesticide Applicators license obtained through the Louisiana Department of Agriculture and Forestry. A copy of licenses shall be included in the **Municipality's** Management Plan if the work is to be performed by **Municipality** employees. If herbicide/chemical application will be performed by **Municipality's** contractor, proof of insurance and required Louisiana licensing procedures shall be followed. The **DOTD** reserves the right to inspect and approve all forms of application equipment when making herbicide/chemical applications to **DOTD** Roadways and rights of ways.

All herbicide/chemical applications performed from the traveling roadway shall be performed in accordance with **DOTD's** "Safety Policy and Procedure Manual". This shall include, but is not limited to, the use of arrow boards and crash attenuators when applications are made from the inside lane or fast-moving lane on divided highways. The **DOTD** reserves the right to approve all herbicides/chemicals used in herbicide/chemical treatments to **DOTD** rights of ways. A list of herbicides/chemicals and the quantities to be used are contained in the **DOTD** Policy for Roadside Management. The **DOTD** reserves the right to disallow the use of Integrated Roadside Management practices in sensitive areas or sites or sites deemed by **DOTD** as unsuitable for such practices.

The **Municipality** or its contractor shall consult with the **DOTD** Roadside Development Coordinator, on an annual basis, to verify whether any of these conditions exist.

The maximum number of generalized herbicide applications, shall be limited to two (2) per growing season.

The maximum number of generalized seed-head suppression applications shall be limited to two (2) per growing season.

A combination of the above two types of spraying maybe allowed, but no more than two in any given growing season.

Further, there shall be a contract mowing cycle interspersed between any two herbicide applications.

Spot Treatments:

Spot treatments for weed control shall be allowed. Products used for spot treatments shall have no injurious effects to the predominant turf grass. Chemical control of grasses and weeds around signs, guardrails, light standards, revetments and bridge ends will be allowed. The Municipality shall obtain prior approval from the District

Roadside Development Coordinator for the chemicals used by the **Municipality** for spot treatments.

All concerns or questions relating to the use of herbicides shall be directed to the **DOTD** District Administrator.

ARTICLE IV: Reimbursement

DOTD will reimburse the **Municipality** on a semi-annual basis for work performed pursuant to this Agreement. **The documentation required in Article II shall be submitted with each invoice. Payment will be withheld until the documentation is submitted and approved by DOTD.**

ARTICLE V: Payments

Municipality shall be reimbursed by **DOTD** the amount of Eight Hundred Seventy Five and 00/100 Dollars, (\$875.00) per cycle, per mile for Interstate Roadways; Five Hundred and 00/100 Dollars, (\$500.00) per cycle, per mile for divided State Roadways; and Two Hundred Fifty and 00/100 Dollars (\$250.00) per cycle, per mile for undivided State Roadways. All such payments shall be for work performed under the provisions of Article II - Litter and Trash Collection of this Agreement.

The total mileage to be maintained by the **Municipality** pursuant to this Agreement and for which the **Municipality** is entitled to reimbursement by **DOTD** is 9.30 miles. Of this, 0.00 miles are Interstate Roadways; 1.54 miles are divided State Roadways and 7.76 miles are undivided State Roadways. The total maximum amount for which the **Municipality** may claim reimbursement is **TEN THOUSAND EIGHT HUNDRED FORTY AND 00/100 DOLLARS, (\$10,840.00)**. It is understood and agreed that the rates per cycle, per mile at which the **Municipality** is to be reimbursed are without regard to the type of wearing surface of the traffic lanes or other features of the State and Interstate Roadways covered by this Agreement.

ARTICLE VI: Substandard Performance

If, in the opinion of the **DOTD** District Administrator, the **Municipality** has failed to properly fulfill its obligation with respect to any or all State Roadways covered by this Agreement, and after the **Municipality** has been notified in writing and given adequate opportunity to correct the condition, the **Municipality** has failed or refuses to correct said problem, the **DOTD's** District Administrator may order the **DOTD** maintenance forces to perform such work as, in his or her opinion, is necessary for the proper maintenance of the State Roadways and the **DOTD** may deduct the cost thereof from any monies due or that become due to **Municipality**.

ARTICLE VII: Indemnification

The **Municipality** shall defend, indemnify, save and hold harmless the State of Louisiana, through the Department of Transportation and Development, its offices, agents, servants and employees, including volunteers, from and against any and all claims, demands, suits, judgments of sums of money, attorneys' fees, court costs, expense and liability, to any party or third person, including, but not limited to, amounts for or arising out of injury or death to any person for loss of life, injury, damage, loss or destruction of any property, or damages for tort or breach of contract or any other basis of liability growing out of, resulting from, or by reason or any act, omission, operation or work of the **Municipality**, its agents, contractors, servants and employees, or on account of negligence in safeguarding the work or through use of unacceptable materials in maintaining the work, or because of any negligent act, omission or misconduct of the municipality, or because of claims or amount recovered from infringement of patent, trademark or copy right, or from claims or amounts arising or recovered under Worker's Compensation Act, or other law, ordinance, order or decree, or any and all costs, expense and/or attorneys' fees incurred by the municipality or **DOTD** as a result of any claims, demands, and/or causes of action while engaged upon or in connection with the performance of this Agreement by the **Municipality** or its contractors, employees, agents and assigns under this Agreement, except for those claims, demands, and/or causes of action arising out of the sole negligence of the Department or its agents, representatives and/or employees. The **Municipality** agrees to investigate, handle, respond to, provide defense for and defend, any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claim, demand or suit is groundless, false or fraudulent.

ARTICLE VIII: Funding Contingency

The continuation of this Agreement is contingent upon the appropriation of funds by the Louisiana State Legislature to the **DOTD** to fulfill the requirements of this Agreement. If the Legislature fails to appropriate sufficient monies to provide the continuation of this Agreement, or if such appropriation is reduced by veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement, this Agreement shall be reduced or terminate on the date said funds are no longer available.

ARTICLE IX: Limitation On Use of State Funds

The **Municipality** agrees to use the funds provided by the State through **DOTD** only for the services authorized in this Agreement and in accordance with constitutional and statutory restrictions on the use of State funds for public purposes.

ARTICLE X: Term and Cancellation

This Agreement shall begin on **July 1, 2020**, and shall end on **June 30, 2021**, but may be terminated earlier under any or all of the following conditions:

By mutual agreement and consent of the parties hereto.

By the **DOTD** as a consequence of the failure of the **Municipality** to comply with the terms or quality of work in a satisfactory manner.

By either party upon failure of the other party to fulfill its obligations as set forth in this Agreement.

By either party giving thirty (30) days written notice to the other party.

By the **DOTD** upon withdrawal or reduction of funding by the Louisiana Legislature or by any other lawful manner.

By either party as the result of an Act of God that prohibits performance, by either party, of duties proscribed in this Agreement.

If termination is made under condition four (4), above, after work has begun, the **Municipality** will be paid for all services rendered to date of termination.

DOTD may, at its option, suspend the services performed pursuant to this Agreement, without penalty of any kind, and without terminating the Agreement. Should the **DOTD** desire to exercise this right of suspension, it may do so by providing the **Municipality** with prior written notice of its intent to suspend the Agreement, thirty (30) days in advance of the effective date of suspension. The Agreement may be reinstated and resumed in full force and effect by **DOTD** by providing the **Municipality** with sixty (60) days written notice to that effect.

ARTICLE XI: Claims for Liens

The **Municipality** shall hold the **DOTD** harmless from any and all claims for liens for labor, services or materials furnished to the **Municipality** in connection with the performance of his obligations under this Agreement.

ARTICLE XII: Compliance With Laws

The **Municipality** agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the

Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the **Municipality** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

ARTICLE XIII: Agreement Modifications

Any changes or modifications to the terms of this Agreement must be made by a fully executed Supplemental Agreement.

ARTICLE XIV: Disputes

Any dispute concerning a question of fact in connection with the work not disposed of by this Agreement or by agreement of the parties shall be referred to the **DOTD's** Secretary or his duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this Agreement.

ARTICLE XV: Record Keeping, Reporting and Audits

The **Municipality** shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this project and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this

Agreement, for inspection by the **DOTD** Audit Control Section, the Legislative Auditor, and/or the Office of the Governor, Division of Administration Auditors under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested.

ARTICLE XVI: Covenant Against Contingent Fees

The **Municipality** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the **Municipality** to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the **Municipality**, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

The **DOTD** shall have the right to annul this Agreement without liability or, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee if the **Municipality** breaches or violates this warranty.

No member of or delegate to Congress or resident commissioner shall be entitled to any share or part of this Agreement or to any benefit that may arise there from, but this provision shall not be construed to extend to a contract if made with a corporation for its general benefit.

ARTICLE XVII: Subletting, Assignment or Transfer

The **Municipality** shall not subcontract any of his duties or responsibilities under this Agreement without the express written consent of DOTD.

The **Municipality** shall not assign any interest in this Agreement and shall not transfer any interest in same, whether by assignment or novation, without prior written consent of the DOTD, provided however, that claims for money due or to become due to the **Municipality** from DOTD may be assigned to a bank, trust company, or other financial institution without prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the DOTD.

ARTICLE XVIII: Successors and Assigns

This Agreement shall be binding upon the successors and assigns of the respective parties hereto.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers, thereunto duly authorized as of the day and year first above written.

THUS DONE AND SIGNED at _____, Louisiana, this ____ day of _____, 2020.

WITNESSES

Municipality

_____	BY: _____
	(Signed Name)
_____	Mike Danahay
	(Printed Name)

Municipality City of Sulphur
Address P.O. Box 1309 Sulphur LA 70664
(337) 527-4500 (Phone)
(337) 527-4529 (Fax)
Tax ID. # 72-6001361

THUS DONE AND SIGNED at Lake Charles, Louisiana, this ____ day of _____, 2020.

WITNESSES:

DOTD

_____	BY: _____
	Donald L Duberville, PE
	DISTRICT ENGINEER ADMINISTRATOR

City of Sulphur Road description

EXHIBIT “A”

	description	mileage	control section
LA 1256	(From Patch St.)(South of I-10) to I-10 N R/W)(Ruth)	0.15 Undivided	031-05
LA 1256	(From Patch St.)(South of I-10) to I-10 N R/W)(Ruth)	0.31 Divided	031-05
LA 27	(From US 90 to 0.87 mi. North at Brimstone Pipeline R/W (LA 27N)	0.87 Undivided	031-06
LA 27	(From Kingwood Drive- Beginning of grass median)(S. of I-10 to US 90 (Beglis Parkway)	0.14 Undivided	810-27
LA 27	(From Beginning of grass median-Weekly Roads)(S. of I-10 to US 90 (Beglis Parkway)	0.67 Divided	810-27
LA 27	(From Weekly Road – US 90)(S. of I-10 to US 90) (Beglis Parkway)	1.16 Undivided	810-27
LA 27	(From the south end of 10 c of a to US 90)(Cities Service Highway)	0.56 Divided	810-19
LA 108	(From the south of i-10 c of a to US 90)(Cities Service Highway)	1.17 Undivided	810-19
US 90	(From SRD Canal to Picard Rd)(Napoleon)	0.54 Undivided	003-03
US 90	(From Picard to Huntington ST. LA 27)(Napoleon)	0.42 Undivided	003-03
US 90	(From LA 27 HuntingtonSt.-Lewis ST)(Napoleon)	0.57 Undivided	003-04
US 90	(From Lewis ST. Post Oak Rd)(Napoleon)	1.02 Undivided	003-04
US 90	(From Post Oak Rd-Prater Rd)(Napoleon) Except from Auto Plex 2000 East P/L to Hwy 108 West R/W Line	1.72 Undivided	003-04

Total Undivided 7.76
Total Divided 1.54
Total Miles 9.30

“Exhibit B”

Municipality _____ Fiscal Year _____
SRM No. _____
Date from _____ Date to _____

The Municipality will be required to report daily work activities on on the form provided (Exhibit "B" attached) and shall include the work completed (mowing) and litter amount in cubic yards collected each day for the duration of the cycle or period of time that the work is being performed. Completed form shall be maintained by the municipality and shall be submitted to the DOTD district contact with the semi-annual

[illegible]

Signed By: _____

Printed Name: _____

ORDINANCE NO. _____, M-C SERIES

ORDINANCE GRANTING A VARIANCE TO JOHNNY MYERS, 201 MICHIGAN AVENUE, TO ALLOW FOR CHICKEN ENCLOSURE TO BE LOCATED 7 ½ FEET FROM THE EAST AND WEST PROPERTY LINES RATHER THAN THE REQUIRED 50 FEET.

WHEREAS, in accordance with Chapter 4, Section 6 of the Code of Ordinances of the City of Sulphur, a chicken enclosure shall not be nearer than 50 feet from any property line used for either residential or commercial purposes; and

WHEREAS, applicant is requesting a variance to allow chicken enclosure to be located 7 ½ feet from the east and west property lines rather than the required 50 feet; and

WHEREAS, the following described property located in the City of Sulphur, State of Louisiana, is owned by Johnny Myers, 201 Michigan Avenue, Sulphur, Louisiana 70663, to-wit:

LOT 130 BLK 4 WEST POINT SUB PART C

WHEREAS, improvements on the property will include a chicken enclosure to be located 7 ½ feet from the east and west property line rather than the required 50 feet.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SULPHUR, LOUISIANA, IN REGULAR SESSION CONVENED THAT:

The Code of Ordinances of the City of Sulphur is hereby amended to grant a variance to Johnny Myers, 201 Michigan Avenue, for the following described property to-wit:

LOT 130 BLK 4 WEST POINT SUB PART C

This variance is granted by the City of Sulphur and may be withdrawn by the City of Sulphur should said variance 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.

Grantee hereby agrees and contracts to hold Grantor harmless from any damages created and/or caused by the granting of this variance, 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.

That the owner of this variance 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 variance.

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

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

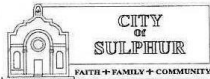
MIKE KOONCE, Chairman

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



CITY OF SULPHUR
APPLICATION FOR
VARIANCE

Date Received 5-11-20

\$50.00 Fee (Non-Refundable) pd. 5-18-20

IT IS APPLICANT'S RESPONSIBILITY TO KEEP SIGN POSTED ON PROPERTY. IF SIGN IS REMOVED IT COULD DELAY ACTION ANOTHER MONTH. ONCE BZA APPROVES/DISAPPROVES, SIGN MUST BE REMOVED FROM PROPERTY.

PROPERTY OWNER INFORMATION

Name of Property Owner Johnny Myers

(Owner must provide proof of ownership such as property tax record or recorded deed)

Address: 201 Michigan Ave. Email: _____

Phone Number (H) 625-8915 (W) _____ (C) 515-6742

PROPERTY INFORMATION

Location Address: 201 Michigan Ave.

Present Zoned Classification: Residential

LEGAL DESCRIPTION FROM ABSTRACT OR TAX RECORD (PRINT NEATLY OR TYPE)

Lot 130 Blk 4 West Point Sub Part C

DO YOU CURRENTLY HAVE ANY PENDING VIOLATION WITH ANY ORDINANCE OF THE CITY OF SULPHUR YOU, OR A REPRESENTATIVE, MUST ATTEND THE BOARD OF ZONING ADJUSTMENT MEETING

YES ☒ NO ☒
INITIAL JS

VARIANCE REQUEST INFORMATION

Purpose of Variance Request: To allow chicken coop to be 7 1/2 ft. from east side prop. line and 7 1/2 ft. from west prop. line

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 Variance sign(s) placed on my property after the public hearing is complete.

Applicant Signature: Johnny Myers Date: 5/11/2020

- | | Yes | No | N/A |
|---|--------------------------|--------------------------|--------------------------|
| 1. Is site located within the City Limits? | <input 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 type="checkbox"/> | <input type="checkbox"/> |
| 3. Enclosure shall be | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Can the proposed development be expected to adversely affect the character/aesthetics of the area involved? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Is property within a designated flood hazard area? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Flood zone classification _____ bfe _____ ft. | | | |

Enclosure shall be maintained in a sanitary condition and shall be kept clean and in good repair at all times. Floors, yards, or lots where enclosure is shall be graded and drained. The accumulation on the premises of such materials on which flies may breed or rats may feed is prohibited; further, the premises shall be maintained so as to prevent offensive odors, offensive odors from the premises being hereby prohibited.

Initials _____

CHICKEN ALLOWANCE PETITION

I Joseph John Myers of 201 Michigan Ave. Sulphur Louisiana petition to have Chickens.

PRINT NAME	ADDRESS	ZIP CODE	SIGNATURE
1. Elaine Landry	204 LA. AVE	70663	Elaine Landry
2. Dina Moore	209 Texas	70663	Dina Moore
3. April Gonzales	206 Louisiana Ave	70663	April Gonzales
4. GREG NOWELL	207 TEXAS	70663	Greg Nowell
5. Brandon Dubois	203 MICHIGAN ST	70663	Brandon Dubois
6.			
7.			
8.			
9.			





ORDINANCE NO. _____, M-C SERIES

AN ORDINANCE DECLARING CERTAIN SURPLUS MOVABLE PROPERTY OF THE CITY OF SULPHUR AND PROVIDING FOR THE DISPOSAL THEREOF (EQUIPMENT AND VEHICLES).

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, and in accordance with LA. R.S. 33:4712, that the following described surplus movable property of the City of Sulphur, not needed for public purposes, after having been duly advertised be declared surplus:

SURPLUS

Equipment:

Air Grease Gun- ARO: Serial # 612254, Model # T-706	\$5.00
Lincoln Transmission Jack	\$5.00
Snap-On Composite Thermal Aqueous Cleaner- Model # PBC33	\$5.00
Snap-On 13.5 Volt Transtec Transmission Service System- Serial # A984652167, Model # EETF100A	\$5.00
Viper VR 4000 Air Conditioning Service Station: Model # 160-042	\$5.00
Snap-On 14.5 Volt (8 Amp) Motor Vac Carbon Clean System- Serial # C98428560, Model # EEFS100C	\$5.00
Refrigeration R 12 (Only System) 9 Amp- Serial # 005789, Model # 59900	\$5.00
1996 Kohler Generator	\$100.00

Vehicles:

2006 Dodge Ram 2500- 3D7KR28D06G193214	\$1,000.00
2007 Ford Expedition- 1FMFK15577LA81498	\$1,000.00
2005 GMC 1500- 1GTEC19X85Z357285	\$400.00
2005 Ford Taurus- 1FAFP53245A112310	\$300.00
2003 Ford Taurus- 1FAFP55213A153584	\$300.00
2009 Dodge Dakota- 1D7HE38PX95761486	\$200.00
2010 Ford Crown Victoria- 2FABP7BV2AX112555 Keeping for parts of donating***	
2007 Ford Crown Victoria- 2FAFP71W37X130874	\$800.00
2009 Ford F150- 1FTRX12W39KA68210	\$400.00

BE IT FURTHER ORDAINED that Mayor Mike Danahay is authorized to dispose of the afore-mentioned surplus movable property and to sign all paperwork in connection therewith.

BE IT ALSO 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.

MIKE KOONCE, 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

ORDINANCE NO. _____, M-C SERIES

AN ORDINANCE AMENDING AND RE-ADOPTING THE GENERAL FUND
BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2020.

BE IT ORDAINED by the City of Sulphur, Louisiana, through its governing
body, the City Council of the City of Sulphur, Louisiana, as follows:

SECTION 1. That the General Fund Budget of the City of Sulphur, Louisiana,
for the fiscal year ending June 30, 2020, heretofore adopted by the
City Council, be and the same is hereby amended and re-adopted
in accordance with “Exhibit A” attached hereto and made a part
hereof.

SECTION 2. All ordinances and resolutions or parts thereof in conflict
herewith be and the same are hereby repealed.

BE IT FURTHER ORDAINED that this Ordinance shall become effective upon
approval by the Mayor.

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

MIKE KOONCE, 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 on this _____ day of
_____, 2020, at _____ o'clock
_____.m., the foregoing Ordinance which has
been approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution changing the street name of Madison Crossing to Madison Crossing Drive.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby change the street name of Madison Crossing to Madison Crossing Drive.

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

MIKE KOONCE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution approving liquor license for Papa's Last Stop located at 2142 East Napoleon Street.

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 Papa's Last Stop located at 2142 East Napoleon Street.

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

MIKE KOONCE, 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: PAPA'S LAST STOP
Owner: OLLIE BROWN BALLARD
Business Location: 2142 E NAPOLEON ST SULPHUR, LA 70663
Date of Application: APRIL 17, 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: _____



Keith Berry, Director



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



Christopher L. Duncan, Mayor

City of Sulphur
Liquor License Application

Name of Business: Papa's Last Stop
Location of Business: 2142 E Napoleon Sulphur, LA 70663
Legal Name of Owner: Ollie Brown Ballard
Home/Corp Address: 1509 Walker Ln Sulphur, LA 70663
Mailing Address: 1509 Walker Ln 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? By me
Federal Tax #: 85-0556660 La. State Tax #: _____

RECEIVED
APR 17 2020
BY: [Signature]

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

Jarrin Denton

From: Caitlen Johnson
Sent: Tuesday, April 21, 2020 3:01 PM
To: Jarrin Denton
Subject: RE: Background Check

Okay Ollie B Ballard is clear with the City of Sulphur

From: Jarrin Denton <jparker@sulphur.org>
Sent: Tuesday, April 21, 2020 3:00 PM
To: Caitlen Johnson <cjohnson@sulphur.org>
Subject: RE: Background Check

She is a female.

Thank you,

Jarrin Denton

City of Sulphur
Inspector
337-527-2050

From: Caitlen Johnson <cjohnson@sulphur.org>
Sent: Tuesday, April 21, 2020 1:55 PM
To: Jarrin Denton <jparker@sulphur.org>
Subject: Background Check

I looked up this person Ollie B Ballard I found that this persons date of birth and social is linked to two people same first name different last names and middle initials. Is Ollie a male or female?

Caitlen Johnson
Records Division
Phone 337-527-4557
cjohnson@sulphur.org

LOUISIANA Post Office Box 4969
DEPARTMENT of REVENUE Baton Rouge, LA 70821-4969



PAPA'S LAST STOP LLC
1509 WALKER LN
SULPHUR LA 70663-6019

Date of Notice: 17-Apr-2020
Letter ID: L0828938720
Account ID: 2476272-001-400
Tax Type: Sales

**State Sales Tax Clearance Certificate
For Office of Alcohol and Tobacco Control**

Louisiana Revised Statutes 26:78, 26:80, 26:278 and 26:280 provide that the Louisiana Department of Revenue and the local sales tax collection agency or agencies issue a clearance for sales tax purposes before a state Alcoholic Beverage and/or Beer Permit(s) is issued.

This document certifies that you are current in filing and paying your state and/or local sales taxes. This Sales Tax Clearance Certificate must be attached to your Alcoholic Beverage and/or Beer Permit application and submitted to the Office of Alcohol and Tobacco Control of the Louisiana Department of Revenue, and the local Office of Alcoholic Beverage Control.

Clearance will expire one year from date issued

Date: 17-Apr-2020

Department of Revenue Account Number: 2476272-001

Federal Identification Number: 850556660


State ATC Permit Number: APPLIED FOR

Local Sales Tax Agency Account Number:

Local ABC Permit Number:

Location Address of Applicant: 2142 E NAPOLEON ST
SULPHUR LA 70663-3671

I hereby certify that the above listed taxpayer is current in filing and paying all required sales tax returns and taxes.

State	 Signature	Director Title	April 17, 2020 Date
Local	 Signature	 Title	 Date



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: applied for
Social Security Number or FEIN: 85-0556660

LA Department of Revenue & Taxation No:

Taxpayer Name: PAPA'S LAST STOP LLC

Trade Name (if different): PAPA'S LAST STOP LLC

Location Address: 2142 E NAPOLEON SULPHUR, LA 70663

Mailing Address: 1509 WALKER LN SULPHUR, LA 70663

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.

Donna Ingram
Authorized Signature

Calcasieu Parish Sales & Use Tax Department

Title

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

RESOLUTION NO. _____, M-C SERIES

Resolution appointing the Official Journal for the City of Sulphur.

WHEREAS, the Southwest Daily News has submitted a proposal to publish the legal notices for the City of Sulphur for the next 12 months at the rate of \$3.50 per square inch for material submitted via email or electronically and \$4.00 per square inch for material not submitted electronically (hard copy).

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby appoint the Southwest Daily News as the Official Journal for the City of Sulphur.

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

MIKE KOONCE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

SOUTHWEST Daily News

Brian W. Trahan, Executive Editor • 120 S. Huntington Street, Sulphur, LA 70663 • 337-527-7075 • btrahan@sulphurdailynews.com

West Cal News, LLC
dba Southwest Daily News
120 S. Huntington Street
Sulphur, LA 70663
337-527-7075

*** PROPOSAL ***

OFFICIAL JOURNAL FOR CITY OF SULPHUR

Southwest Daily News is officially submitting a bid

Southwest Daily News
P.O. Box 1999
Sulphur, LA 70664

Southwest Daily News is published three (3) days per week on Wednesday, Friday and Sunday.

Cost per square of insertion date for legal advertisements:

- \$3.50 per square inch (submitted via email or electronically)
- \$4.00 per square inch (material not electronically — hard copy)

Proposal submitted by:

Brian W. Trahan
Executive Editor
Southwest Daily News
Sulphur, Louisiana

Proposal submitted: May 27, 2020

RESOLUTION NO. _____, M-C SERIES

Resolution authorizing Mayor Mike Danahay to enter into a contract with Julian Quebedeaux, for the videoing of Sulphur City Council meetings.

BE IT RESOLVED 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 contract with Julian Quebedeaux, for the videoing of Sulphur City Council meetings.

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

MIKE KOONCE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

Contract between Julian Quebedeaux and
City of Sulphur for videoing City Council Meetings

This contract made this _____ day of _____ 2020, by and between the City of Sulphur and Julian Quebedeaux.

Julian Quebedeaux will provide the monthly videotaping and editing of the Sulphur City Council regular and special called meetings (public hearings only), as follows, to-wit:

Proposal

Cost to City of Sulphur	Description
\$500.00	Regular 2-hour monthly meeting
\$300.00	Any special called meeting (<i>public hearings only</i>)
\$125.00	For each additional hour of any regular or special meeting

1. **Specifications for a 2-hour monthly and 1-hour Special City Council Meeting**
 1. One camera will be operated to allow for closer shots of those speaking,
 2. A second and third camera will provide close and static images for editing purposes,
 3. Sound will be taken directly from City Council sound system and mixed with the ambient/natural sound to allow for presentations which do not use microphones. The same audio feed will be provided to both cameras to provide continuity during tape or battery changes.
 4. Additional content will be included in the final edit that was shown on the Council room monitor(s)/display and/or images provided on CD (as provided immediately after the meeting).
 5. Editing Criteria
 - A. Edit will never to be used for the purpose of removing content from the meeting.
 - B. Edit is only to allow for battery change coverage and to switch between cameras.
 - C. Editing will be minimal to remove obstructed views, unintended camera movement, etc.
 - D. The Calcasieu Parish Police Jury (CPPJ) C-Gov's policies of gavel-to-gavel coverage will be maintained at all times.

- E. Graphics
 - Introduction
 - Identify the production as "Sulphur City Council Meeting (date)"
 - Introduction graphic will occupy maximum screen.
- F. Exit
 - Identify the production as "Sulphur City Council Meeting (date)"
 - Exit graphic will occupy maximum screen.
- G. Full credit roll.
 - Identifying graphics should also appear on screen periodically throughout the meeting.
- 6. Deliverable
 - A. Format provided to the Government Channel will be MP2 format.
 - B. A DVD copy of all edited council meetings, as provided to C-Gov, will be provided to the Council Clerk within one week of the edited version being delivered to C-Gov.
 - C. Provide internet recording in a Mpeg 4 format for use of the individual Sulphur City Council meetings for period of this contract. Julian Quebedeaux will not provide the hosting service for the videos.
 - D. DVD copy of Sulphur City Council can be created for \$14.95 each, paid directly to Julian Quebedeaux.
 - E. This proposal is good until fiscal year ending June, 2021.
- 7. Contract cancellation
 - A. A 30-day written notice shall be given.

Witness

Mayor Mike Danahay

Witness

Julian Quebedeaux

RESOLUTION NO. _____, M-C SERIES

Resolution accepting Substantial Completion Certificate and the Notice by Owner of Acceptance of Work for the Sonic Sanitary Sewer Lift Station 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 the Sonic Sanitary Sewer Lift Station Improvements.

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

MIKE KOONCE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

MEYER & ASSOCIATES, INC.**PUNCH LIST****PROJECT:** Sonic Sanitary Sewer Lift Station Improvements**DATE:** May 20, 2020**PROJECT NO:** A9-18055-DA**INSPECTION WAS CONDUCTED AT ABOVE PROJECT BY:****CONTRACTOR-OWNER****ENGINEER-ARCHITECT****Contractor:** NCMC, LLC- John Juneau**Engineer:** Wayne Harris, P.E.**Owner:** City of Sulphur- Chad Bynum &
Cory Murname**Inspector:** Terry Bailey
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
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NO.	ITEM	VALUE
1	Furnish Pump Equipment Warranty Certificates or Documentation	\$1,000.00
2	Furnish Pump Station project "As-Built" drawings	\$750.00
3	Furnish Pump Equipment & Control Panel Start-up Reports	\$250.00
4	Furnish to City specified Pump spare parts including one (1) pump mechanical seal, one (1) required set of cover plate O-Rings, one (1) rotating assembly set of O-Ring(s), and one (1) set of impeller clearance adjustment spacers	\$1,750.00
5	Install chainlink fence grounding rod, connectors, and wiring per detail shown on sheet C5.0 in southwest fence corner where electrical power service is above the fencing.	\$1,750.00
6	Remove & replace PVC electrical junction box on outside west wall of FRP Pump Building with specified aluminum or stainless steel electrical junction box.	\$500.00
7		
8		
9		
TOTAL		\$6,000.00

RESOLUTION NO. _____, M-C SERIES

Resolution accepting Substantial Completion Certificate and the Notice by Owner of Acceptance of Work for the Upgrade Regional Sewerage Pump Stations, Phase 2, Arizona Pump Station.

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 the Upgrade Regional Sewerage Pump Stations, Phase 2, Arizona Pump Station.

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

MIKE KOONCE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

MEYER & ASSOCIATES, INC.

PUNCH LIST

PROJECT: Upgrade Regional Sewerage Pump Stations
Phase 2 – Arizona Pump Station

DATE: May 20, 2020

PROJECT NO: A9-15003-DB

INSPECTION WAS CONDUCTED AT ABOVE PROJECT BY:

CONTRACTOR-OWNER

ENGINEER-ARCHITECT

Contractor: Max Foote Construction Co., Inc.-
N/A

Engineer: Wayne Harris, P.E.

Owner: City of Sulphur- Chad Bynum &
Cory Murname

Inspector: Terry Bailey
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	Detailed electrical power and control systems inspection has not been performed at this time. Inspection will be performed in June when electrical engineer (John Shamma) when Florida quarantine restrictions are lifted for Florida residents to return from trips to Louisiana without having to self-quarantine. No punchlist items or values assigned at this time. Should future electrical work inspection uncover items requiring correction, subsequent punchlist items will be issued by Meyer & Associates, Inc.			
2	Complete general painting touch-up work			\$500.00
3	Complete installation of chainlink fence gates			\$500.00
4	Install all general site hydroseeding (permitting weather conditions)			\$2,000.00
5	Remove temporary electrical service pole			\$250.00
6	Repair/Replace cracked water meter box			\$250.00
7	Repair potable waterline leak at Pump Station			\$500.00
8	Repair leaking potable water vaccum breaker			\$500.00
9	Clean Flex-Terra Overspray			\$500.00
10	Complete dress up along northside of 2nd Drive (temporary drive to be left)			\$2,000.00

Distribution:

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

MEYER & ASSOCIATES, INC.

PUNCH LIST

PROJECT: Upgrade Regional Sewerage Pump Stations
Phase 2 – Arizona Pump Station

DATE: May 20, 2020

PROJECT NO: A9-15003-DB

11	Remove construction debris from around existing trees as related to work of Max Foote Construction, their subcontractors, and/or their suppliers.	\$1,500.00
12	Install silt fencing at Bayou	\$500.00
13	Electrical Repair of Generator Switch/Breaker. Does not switch back when power restored. Kaough & Jones, Inc. needs to confirm operating failure issues with Chad Bynum & Cory Murame (City of Sulphur Wastewater).	\$5,000.00
14	There is a chain link fencing gap at the southwest corner of the site fencing that needs to be addressed or fill material added to eliminate the fencing gap.	\$2,000.00
15		
16		
	TOTAL	\$16,000.00

RESOLUTION NO. _____, M-C SERIES

Resolution authorizing Mayor Danahay to sign Agreement between The Division of Administration Office of Community Development and the City of Sulphur for CDBG Spot Slum/Blight conditions.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Danahay to sign Agreement between The Division of Administration Office of Community Development and the City of Sulphur for CDBG Spot Slum/Blight conditions.

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

MIKE KOONCE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

GRANT AGREEMENT BY AND
BETWEEN

THE DIVISION OF
ADMINISTRATION

AND

THE CITY OF SULPHUR

PARISH OF CALCASIEU

UNITED STATES OF AMERICA

STATE OF LOUISIANA

SOURCE OF FUNDING - FY 17
(CFDA#14.228, HUD/State ID# B-17-DC-22-0001)

TYPE OF CONTRACT - FY 2019

FEDERAL EMPLOYER I.D. # 72-6001361

AMOUNT OF AGREEMENT - \$250,000.00

CDBG Format #1 (revised: 2019)

THIS AGREEMENT, is made and entered into as of this _____ day of _____, 20____
by and between the Division of Administration, hereinafter called "Division" represented by Traci M. Watts,
Office of Community Development, and the City of Sulphur, hereinafter called "Grantee" represented by
Mike Danahay, Mayor.

1. AGREEMENT WITH GRANTEE: The Division hereby agrees to enter into an agreement
with the Grantee and the Grantee hereby agrees to carry out a public purpose as authorized by law and to
meet the performance objectives in accordance with LCDBG/Division/applicable federal regulations. All
exhibits or regulations referred to in this agreement or attached hereto are by reference made part of this
agreement.

2. DURATION OF AGREEMENT: This agreement shall be for a period commencing on the
date entered above and ending not more than three years later.

3. RECORDS, REPORTS, AND EVALUATIONS: The Grantee agrees to prepare, retain,
report and allow Division inspection for purposes of evaluation, records as may be required by the Division
for program management purposes. Such records will contain the documents as required by laws contained
in Exhibit D.

Upon completion of this contract, or if terminated earlier, all records, reports, worksheets or any other
materials related to this contract shall become the property of the Division. All such books, records and
other documents shall be available at the offices of the Grantee for inspection, copying, audit and
examination at all reasonable times by any duly authorized representative of the State, HUD or the
Government Accountability Office under rules and regulations as prescribed by the Comptroller General of
the United States. Any duly authorized representative of the State shall, at all reasonable times, have access
to all portions of the Project.

The rights of access and inspection provided in this paragraph shall continue until completion of all close-out procedures respecting this contract and until the final settlement and conclusion of all issues arising out of this contract. The records shall be kept until the State has given authority for them to be discarded.

4. AUDITS and/or FINANCIAL REPORTS: Financial reports shall be prepared by an independent certified public accountant or the Legislative Auditor of the State of Louisiana. The financial report shall be sent within thirty (30) days after completion, but no later than six (6) months after the end of the period (R.S. 24:513A). Grantees whose total federal financial assistance during the Grantee's fiscal year meets the threshold amounts established by 2 CFR 200.501 as provided by the Single Audit Act, Title 31 U.S.C. Chapter 75 shall have either a single audit (including all required schedules) or a program-specific audit made for such fiscal year in accordance with the requirements of this chapter. Local governments and Parish governments shall prepare and furnish the auditor with all required financial information as provided by 2 CFR 200.508. However, state requirements mandate that municipalities and Parish governments must still submit financial statements in compliance with financial and compliance audit requirements established by R.S. 24:513.

In addition, audit engagement agreements for audits of local governmental entities or for federal programs administered by such entities must be approved by the Legislative Auditor prior to commencement of the audits.

Failure to comply with all financial reporting requirements may cause suspension of payments or loss of participation in this program and reimbursement of agreement funds.

5. CHANGES: The Division may, from time to time, request changes in the program performance of the Grantee to be performed hereunder. Such changes, including an increase or decrease in the amount of the Grantee's allocation, must be incorporated as written amendments to this agreement. These changes may include the waiver of certain rules and regulations where the Division deems it appropriate.

6. TERMINATION FOR CONVENIENCE: The State may terminate the Agreement at any time by giving thirty (30) days written notice to the Grantee. The Grantee shall be entitled to payment for program performance in progress, to the extent work has been performed satisfactorily.

7. TERMINATION OR SUSPENSION FOR CAUSE: The Division may, after giving thirty (30) days written notice terminate this contract and payment in whole or part for cause. Cause shall include but not be limited to:

- (1) failure, for any reason, of the Grantee to fulfill in a timely and proper manner its obligations under this agreement, including compliance with approved programs and attached conditions, exhibits, and such statutes, Executive Orders, and federal directives as may become generally applicable at any time;
- (2) submission by the Grantee to the Division or its Auditors, of reports that are incorrect or incomplete in any material respect;
- (3) ineffective or improper use of funds provided under this contract;
- (4) suspension or termination of the grant from the U. S. Department of HUD to the Division, under which this contract is made, or the portion thereof delegated by this contract.

The Division, where appropriate, may suspend the agreement or payment from time to time in lieu of termination based on reasons indicated above. There may be a suspension of payment when a term of the agreement has not been resolved by the next payment period.

The Division may also assign and transfer this agreement when required.

If the Grantee is unable or unwilling to comply with such additional conditions as may be lawfully applied to the grant received from the Division, the Grantee shall terminate the agreement by giving reasonable written notice to the Division, signifying the effective date thereof. In the event of any termination, or suspension, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Grantee under this contract shall become the property of the Division. The Grantee shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the Grantee shall not be relieved of liability to the Division for damages sustained by the Division by virtue of any breach of the agreement by the Grantee and the Division may withhold any reimbursement to the Grantee for the purposes of setoff until such time as the exact amount of damages due the Division from the Grantee is agreed upon or otherwise determined. The Division may authorize the Grantee to continue with its own funds for the project until a question is resolved with the understanding that a satisfactory resolution will cause the Division to reimburse funds.

8. PROHIBITION AGAINST ASSIGNMENT: Grantee shall not assign any interest in this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Division thereto, provided however, the claims for money due or to become due to the Grantee from the Division under this agreement may be assigned to a bank, trust company or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Division and its Office of State Procurement (OSP).

9. LEGAL AUTHORITY: The Grantee assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the Grantee legal authority to enter into this agreement, receive funds, authorized by this agreement and to carry out the public purpose of the program. Grantee has obligated itself to perform under this agreement.

10. COMPLIANCE WITH FEDERAL, STATE AND LOCAL GUIDELINES: The Grantee hereby binds itself, certifies, and gives its assurance that it will comply with all federal and State regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of state and federal resources for the State assisted project.

The Grantee further agrees to comply with applicable laws, ordinances, and codes of the State and federal and local governments.

Grantee hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said Grantee's obligation and identified under tax identification number 72-6001361.

11. DISCRIMINATION CLAUSE: Grantee assures that it is in compliance with all applicable Civil Rights Legislation and Executive Orders, both federal and State. The Grantee agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Grantee agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Grantee agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Grantee, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

12. COMPLIANCE WITH APPROVED PROGRAM: All activities authorized by this agreement will be performed in accordance with the approved project description, with all supporting information, and time schedule as described in the grant application, (including any revisions which have been requested), Exhibits A, B, C, and D, the grant conditions and relevant LCDBG directives. If any activities authorized by this agreement are not performed in accordance with any part of this agreement or if unauthorized activities are performed, the DOA LCDBG Representative may require that any or all grant funds paid-out to Grantee be returned to the Division. Dollar amounts expended for each activity may not exceed those specified in Exhibit B. The release of funds for this agreement

is conditioned upon approval of the environmental requirements as established by federal regulations (24 C.F.R. 58.71), and other contract conditions listed in Exhibit A.

13. COVENANT AGAINST CONTINGENT FEES AND CONFLICT OF INTEREST:

The Grantee warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant the Division shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of the Grantee, or its designees, or agents, no consultant, no member of the governing body of the Grantee or the locality in which the program is situated, and no other public official of the Grantee or such locality or localities, who exercises or has exercised any functions or responsibilities with respect to the project during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity or benefit, which is part of this Project.

However, upon written request of the Grantee, the State may agree in writing to waive a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the State determines that no undue hardship will result either to the Grantee or the person affected by applying the prohibition and that the granting of a waiver is in the public interest. No such request for waiver shall be made by Grantee which would, in any way, permit a violation of State or local law or any charter provision of the Grantee.

14. SCHEDULE OF PAYMENT: In consideration of the various obligations undertaken by the Grantee pursuant to this agreement, the State agrees, subject to the terms and conditions set forth herein, to provide the Grantee with grant funds in the amount of \$250,000.00.

15. PROGRAM INCOME: Any income earned as a result of this program will either be retained by the local government or submitted to the State. If any income has or will be received as a result of this project, the Office of Community Development must be contacted for instructions and guidance.

16. FISCAL FUNDING: The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient

monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

17. REMEDIES FOR DEFAULT: Any claim or controversy arising out of this agreement shall be resolved by the provisions of R.S. 39:1672.2 – 1672.4.

Incurring Cost for Project Activities

The use of grant funds is conditioned upon the Grantee incurring costs in accordance with this agreement or as otherwise approved by the State in writing. The incurring of costs to be paid out of grant funds shall be governed by the following:

(1) No costs incurred prior to the date of authorization to incur costs may be paid out of grant funds other than approved pre-agreement costs.

(2) After the date of authorization to incur costs but before the transmittal of the fully executed agreement and release of funds, eligible project costs, including but not limited to costs of Environmental Review Record, preparation of architectural and engineering construction drawings, and procurement of professionals may be incurred.

(3) Except as permitted by the above, no other costs to be paid out of grant funds may be incurred by the Grantee until the following conditions are met: (a) all environmental conditions of 24 C.F.R. Part 58 have been fully satisfied and the State has issued the environmental releases required by that Part, (b) a written approval by the State is received of required documentation as specified in Paragraph 11 and Exhibit A of this agreement, if any, and (c) written authorization from the State is received to draw funds.

(4) After the Grantee has satisfied all of the environmental and other agreement conditions specified in Paragraph 11 and Exhibit A and the State has transmitted a fully executed grant agreement and released funds for the project activities, the Grantee may incur any and all eligible costs to be paid out of grant funds.

(5) All work under the terms of this agreement must have been completed by midnight of that day occurring three years from the date of this agreement. Any work taking place more than three years after the date of this agreement, with the exception of administrative closeout procedures and audit requirements, will not be paid for out of the LCDBG funds awarded in this agreement unless this agreement has been amended with the approval of the Division of Administration. All lien contingencies must be liquidated ninety (90) days from contract termination date.

Procedures for Requisitioning Payments

The amount of each requisition shall be in accordance with current LCDBG guidelines.

Unobligated funds remaining at the completion of the agreement period specified in page 1, paragraph 2 of this agreement shall revert to the State for reuse in other eligible communities.

Budget reconciliations must be submitted in accordance with LCDBG program requirements.

IN WITNESS THEREOF, the parties hereto have executed this agreement this _____ day
of _____, 20____.

WITNESSES:

DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT

TRACI M. WATTS
DIRECTOR, LOUISIANA COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM

WITNESS:

MIKE DANAHAHAY, MAYOR
CHIEF ELECTED OFFICIAL

Exhibit A

GENERAL INFORMATION, GRANT AGREEMENT CONDITIONS

GENERAL INFORMATION

1. LCDBG GRANT AMOUNT

\$250,000.00

2. OTHER FUNDS AMOUNT

\$0.00

3. MAILING ADDRESS OF GRANTEE

City of Sulphur
Post Office Box 1309
Sulphur, Louisiana 70664-1309

4. GRANTEE AUTHORIZED REPRESENTATIVE

Mike Danahay, Mayor

5. PHONE

(337) 527-4500

6. GRANT AGREEMENT CONDITIONS

Funds will not be released until the following items have been submitted to and approved by the State's Office of Community Development (OCD) in accordance with Program requirements within **five (5)** months of the date of authorization to incur costs. Failure on the part of the Grantee to comply with conditions may result in disallowance by the DOA of expenditures under the contract, or termination of the grant.

1. Three-year Community Development Plan
2. Financial Management Questionnaire with proof of insurance or bonding
3. Fair Housing Assurance
4. 504 Assurance
5. Residential Antidisplacement and Relocation Plan and Certification
6. Performance Schedule
7. Environmental Review Record
The Environmental Review Record must be submitted to and approved by the Office of Community Development and the Grantee must be given authority by the OCD to publish appropriate notices and to request release of grant funds.
8. Description of the procurement procedure utilized for this project
9. Final Cost Estimate for demolition
10. Any other documentation, if requested

LCDBG Line Item Budget

A.	Acquisition of Real Property (surveying costs included) 24 CFR 570.201(a)	\$	
B.	Public Works, Facilities, Site Improvements (24 CFR 570.201(c))		
	1. Sewer	\$	
	2. Streets	\$	
	3. Water (Potable Water)	\$	
	4. Other	\$	
	5. Other	\$	
C.	Rehabilitation Loans and Grants (household connections) 24 CFR 570.202(b)(6)	\$	
D.	Provision of Public Services (24 CFR 570.201(e))	\$	
E.	Relocation Payments and Assistance 24 CFR 570.201(i)	\$	
F.	Economic Development	\$	
	1. Acquisition: Land Building 24 CFR 570.203(a)	\$	
	2. Infrastructure Improvements 24 CFR 570.203(a)	\$	
	3. Building Construction/Improvements 24 CFR 570.203(a)	\$	
	4. Industrial and Commercial Facilities 24 CFR 570.203(a)	\$	
	5. Inventory 24 CFR 570.203(b)	\$	
	6 24 CFR 570.203(b)	\$	
	7. Capital Equipment 24 CFR 570.203(b)	\$	
	8. Other Fixed Assets 24 CFR 570.203(b)	\$	
	9. Other	\$	
G.	Administration 24 CFR 570.206	\$	
	1. Pre-Agreement Costs 24 CFR 570.489(b)	\$	
	2. Public Facilities and Economic Development	\$	
	3. Other	\$	
H.	Demolition	\$	250,000.00
I.	Other	\$	
J.	TOTAL	\$	250,000.00

EXHIBIT C

General Definitions

Unless specifically provided otherwise or the context otherwise requires, when used in this contract:

1. "Act" means the Housing and Community Development Act of 1974, Pub. L. No. 93-383, as amended; specifically to establish a program of community development block grants as specified in Title I of the Act.
2. "Application" means the Application for Federal financial assistance provided by the LCDBG Program.
3. "Budget Reconciliation" means a report prepared to compare actual project expenditures to amounts budgeted and requested by line item.
4. "Contractor" as defined by 2 CFR 200.23 and 200.300(b), means an entity that receives a contract to purchase property or services and is procured by the Grantee in accordance with the requirements of 2 CFR 200.320 to assist the Grantee to carry out the program.
5. "Eligible Activities" means those activities of the Project to be carried out by the Grantee, or an agent or agency of the Grantee, which activities are described in Exhibit B of this contract.
6. "Eligible Costs" means costs for the activities specified and for which grant funds are budgeted as specified in Exhibit A of this contract, provided that such costs (a) are not incurred in connection with any activity which, under 24 C.F.R. 570.207, as may be from time to time amended, are ineligible under the LCDBG Program, and (b) conform to the requirements of 2 CFR 200. Subpart E (Cost Principles Applicable to Grants and Agreements for Federal Awards), as may be amended.
7. "Environmental Conditions" means the conditions imposed by law, particularly 24 C.F.R. Part 58, and the provisions of this agreement which prohibit or limit the commitment and use of grant funds until certain procedural requirements have been completed.
8. "Environmental Requirements" means the requirements described in 24 C.F.R. Part 58.
9. "Environmental Review Record" means all all written records " as defined at Section 58.38 of 24 C.F.R. Part 58.
10. "Final Approval Date" – The date that the agreement is fully executed, all conditions listed in Exhibits A have been satisfied and the State has issued an authorization to the Grantee to proceed with the project activities.
11. "Grantee" means an eligible "subrecipient", as defined in 2 CFR 200.93 and 200.330(a), and has received a "subaward"; as defined in 2 CFR 200.92, from OCD to carry out the public purpose of the LCDBG program. A Grantee is responsible for compliance of all Federal laws and regulations applicable to the program.
12. "Grant Funds" means those funds to be provided by the State to Grantee to carry out a public purpose authorized by law and pursuant to the terms of this agreement, as specified in Exhibit A.
13. "HUD" means the United States Department of Housing and Urban Development.
14. "Incurred Cost" – Any monies expended on allowable expenditures relating to the application and/or contract.
15. "LCDBG Program" means the Louisiana Community Development Block Grant Program, established by the State pursuant to 24 C.F.R. Part 570, Chapter V, Subpart I (April 8, 1982, Federal Register)

16. "LCDBG Regulations" means the regulations set forth in 24 C.F.R. Part 570, Chapter V, Subpart I, as the same may, from time to time, be amended and the regulations described in the current LCDBG Grantee Handbook.
17. "Office of Community Development"(OCD), an operating unit of the Division of Administration, means a "recipient", as defined in 2 CFR 200.86, that receives a Federal award from HUD for the Community Development Block Grant program and further acts as a "Pass-through Entity", as defined in 2 CFR 200.74, by making awards to eligible "subrecipients"; as defined in 2 CFR 200.93 and 24 CFR 570.480.
18. "Program Income" means any income earned by Grantee, or an agent or agency of Grantee (a) from the disposition of real or personal property acquired in whole or in part with grant funds; (b) the repayment proceeds "including principals and interest of any loan made in whole or in part with grant funds; (c) any other revenues defined as program income in 24 C.F.R. 570.489(e) and 570.500(a) and; (d) any income from an activity where it is specifically declared in Exhibit A of this Agreement that the income from such activity shall be deemed to be Program Income.
19. "Project" means the activities described in the Application and in Exhibit B of this contract which are to be carried out to meet the public purpose of the LCDBG Program.
20. "Public purpose as authorized by law" for the purpose of this agreement, means the receipt and expenditure of Federal financial assistance provided by the LCDBG program to carry out eligible activities in accordance with the requirements of 24 CFR 570.482 and that will meet a national objective provided in 24 CFR 570.483.
21. "State" means the State of Louisiana or any official of the State to whom the State has delegated authority to act with respect to matters covered by this Agreement.
22. "Unobligated Funds" means all funds for which no liability exists at the expiration of the contract.

EXHIBIT D

Applicable Laws and Authorities

1. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) (Fair Housing Act)
It is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States. The Act makes it unlawful to refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, sex, familial status, or national origin. In addition, Executive Order 12259, directs HUD to take all action necessary and appropriate to prevent discrimination because of race, color, religion, sex, national origin, familial status, or handicap in the sale, leasing, rental, or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are among other things, provided in whole or in part with the aid of loans, advances, grants, or contributions agreed to be made by the Federal government.
2. Section 109 of the Housing and Community Development Act of 1974, as amended (42 USC 5309 and as further defined in 24 CFR 570.602)
No person in the United States shall on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975.
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794)
No otherwise qualified individual will, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds.
4. Davis-Bacon and Related Acts
In accordance with 42 USC 5310, all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act, as amended (40 USC 3141 et seq.). This applies to any construction contract in excess of \$2,000, except in the case of residential property designed for the use of eight or more families.
5. Contract Work Hours and Safety Standard Act (40 USC Chapter 37)
For contracts exceeding \$100,000, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. These requirements apply to the rehabilitation of residential property only if such property is designed for the residential use of eight or more families.
6. Section 3 of the Housing and Community Development Act of 1968 (12 USC 1701u and further defined in 24 CFR Part 135)
Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
7. Lead Based Paint – This agreement is subject to the current HUD lead-based paint requirements under 24 C.F.R. Part 35, “Lead –Based Paint Poisoning Prevention in Certain Residential Structures.” The requirements of Subparts B through R have been promulgated to implement the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.) and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) Subpart B, “General Lead-Based Paint Requirements and Definitions for all Programs”, applies to all target housing receiving federal assistance and includes details on compliance requirements with Federal laws and authorities (24 C.F.R. Part 35, Subpart B, 35.145).

8. Executive Order 11246, As Amended (Equal Employment Opportunity)
Any contractors employed by the Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. All contractors 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. All contractors agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
9. Hatch Act (5 USC 1502)
No member of or Delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from the same. No member of the governing body of the Municipality or Parish and no other officer, employee, or agent of the Municipality or Parish who exercises any function or responsibilities in connection with the planning and carrying out of this project, shall have any personal financial interest, direct or indirect, in the contract; and the Grantee shall take appropriate steps to assure compliance.
10. Access to Records (42 USC 5304(f))
The State grantor agency, the Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Grantee which are directly pertinent to that specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.
11. Uniform Real Property Acquisition Policy (42 USC Chapter 61)
To the greatest extent practicable under State law Grantees must comply with the Uniform Real Property Acquisition Policy (42 USC 4651 – 4654), HUD's implementing instructions at 24 CFR Part 42 and inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 C.F.R. Part 42 and 24 CFR 570.606(b).
12. Uniform Relocation Assistance
All Grantees receiving assistance must:
 - (1) Comply with Title II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and HUD implementing regulations at 24 C.F.R. Part 42 and 24 CFR 570.606(a);
 - (2) Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act to all persons displaced as a result of acquisition of real property for an activity assisted under the Community Development Block Grant Program. Such payments and assistance shall be provided in a fair and consistent and equitable manner that insures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex, or source of income;
 - (3) Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices are available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and
 - (4) Inform affected persons of the relocation assistance, policies and procedures set forth in the regulations at 24 C.F.R. Part 42 and 24 CFR 570.606(a).
13. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
These regulations govern the areas of financial management, procurement and overall management control. With exceptions provided in 24 CFR 570.502, all grant recipients must comply with the regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of federal funds.

14. Executive Orders 11296, 11288, 11988, and 11990, as superseded
These Executive Orders relate to: the evaluation of flood hazards, the prevention, control and abatement of water pollution, floodplain management, and wetlands protection.
15. Architectural Barriers Act of 1968 (42 USC 4151 et seq.)
This requires every building or facility (other than privately owned residential structures) designed, constructed or altered with funds provided through this Part be accessible to and usable by physically handicapped individuals, subject to the exemptions contained in 41 C.F.R. 101-19.604. The Grantee will be responsible for conducting inspections to insure compliance with these specifications by sub-contractors.
16. It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. §4001 et seq., which requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of HUD as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal funding. It will comply with 42 USC § 4012a, which requires that if the federal financial assistance is provided in the form of a loan or an insurance or guaranty of a loan, the amount of flood insurance required need not exceed the outstanding principal balance of the loan and need not be required beyond the term of the loan. If the federal financial assistance is in the form of a grant, the requirement of maintaining flood insurance on any dwelling on any part of the property in an amount equal to the lesser of 1) the value of the property less land costs or 2) the maximum amount of flood insurance available under the National Flood Insurance Program to the extent coverage can be obtained under the National Flood Insurance Program, shall apply during the life of the property, regardless of transfer of ownership of such property.
17. EPA's Listing of Violating Facilities
The contractor will insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
18. National Environmental Policy Act of 1969 (42 USC 4321 et seq.)
The Grantee's chief executive officer or other officer of the applicant approved by State consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 C.F.R. 58.1 (a)(3) and (a)(4), which further the purposes of NEPA insofar as the provisions of such federal laws apply to this Part. The Grantee will in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with the National Historic Preservation Act of 1966 by:
 - (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse affects (see 36 C.F.R. Part 800) by the proposed activity; and
 - (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
19. Grantee will comply with all requirements imposed by the State concerning special requirements of law, program requirements and other administrative requirements approved in accordance with 2 CFR Part 200.
20. Grantee will comply with the conflict of interest provisions delineated in 24 CFR 570.611, "Conflict of Interest."
21. Excessive Force, (42 USC, 5304(l))
Each local government must adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations, and must adopt and enforce State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such demonstrations.

22. Restrictions on Lobbying, (24 CFR Part 87; 31 U.S.C. 1352)
Provides that no federal funds may be used for any lobbying purposes regardless of the level of government.
23. Debarment and Suspension – Executive Orders 12549; 12689; 2 CFR part 180.220
Local governments must comply with the provisions relating to the employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debarment, suspension, or placement in ineligibility status.
24. Antidisplacement, (42 USC 5304(d))
Local governments must comply with the provisions relating to residential antidisplacement and relocation assistance as further defined in 24 CFR 570.606.
25. Americans With Disabilities Act of 1990 (42 USC 12101 et seq)
The ADA is a civil rights law that prohibits discrimination against qualified people with disabilities in employment, public services and transportation, public accommodations, and telecommunications services.
26. Severability
If any term or condition of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.
27. Entire Agreement
This Agreement constitutes the entire agreement between the Local Government and the Division of Administration for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the Local Government and the Division of Administration with respect to this Agreement.
28. Continuing Obligation
Grantee has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclosed may constitute grounds for suspension and/or termination of the Contract and debarment from future Agreements.
29. Auditors
It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of Grantee which relate to this agreement.
30. Force Majeure
The Grantee and the Division of Administration are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.
31. Governing Law
This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the application for federal financial assistance; and this Agreement. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana