

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

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

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

1. PRESENTATION by Small Business Administration. I08-20 (Mayor Danahay)
2. PUBLIC HEARING on ordinance providing for the continuation of the levy and collection of a one-half percent (1/2%) sales and use tax by the City of Sulphur for an additional 10-year period. ORD73-20 (Mayor Danahay)
3. PUBLIC HEARING on ordinance authorizing Mayor Danahay to enter into an Agreement with the most qualified applicant for FEMA Program Management, Project Development, Grant Administration. ORD74-20 (Mayor Danahay)
4. INTRODUCTION OF ORDINANCE declaring certain surplus movable property of the City of Sulphur and providing for the disposal thereof (Rescue truck and IT equipment). ORD73-20 (Mayor Danahay)
5. INTRODUCTION OF ORDINANCE authorizing Mayor Danahay to sign 3rd amended Cooperative Endeavor Agreement with the State of Louisiana -Facility Planning and Control - for Upgrade Regional Sewerage Pumping Stations (Arizona and Highway 108). ORD74-20 (Mayor Danahay)
6. RESOLUTION awarding low bid received for annual supply of pipe and fittings, chemicals, limestone and asphalt mix for the City. RES66-20 (Mayor Danahay)
7. RESOLUTION rejecting and authorizing the re-advertisement of bids for annual supply of Chlorine for the City. RES67-20 (Mayor Danahay)
8. RESOLUTION re-appointing Nimesh “Nick” Zavier to Southwest Louisiana Convention and Visitors Bureau Board of Directors. RES68-20 (Mayor Danahay)

9. RESOLUTION accepting Substantial Completion Certificate and the Notice by Owner of Acceptance of Work on Maplewood Drive Rehabilitation Phase I (Maplewood Drive bridge). RES69-20 (Mayor Danahay)
10. RESOLUTION authorizing the advertisement of bids for Picard Road Bridge Pile Repairs. RES70-20 (Mayor Danahay)
11. 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, December 14, 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 PROVIDING FOR THE CONTINUATION OF THE LEVY AND COLLECTION OF A ONE-HALF PERCENT (1/2%) SALES AND USE TAX (“TAX”) BY CITY OF SULPHUR, LOUISIANA (“CITY”), FOR AN ADDITIONAL 10-YEAR PERIOD BEGINNING APRIL 1, 2021, IN ACCORDANCE WITH THE PROVISIONS AND TERMS OF CHAPTER 2D OF SUBTITLE II, TITLE 47 OF THE LOUISIANA REVISED STATUTES OF 1950, AS IT MAY BE AMENDED (“UNIFORM LOCAL SALES TAX CODE”).

WHEREAS, pursuant to the provisions of Chapter 2-D of Subtitle II of Title 47 of the Louisiana Revised Statutes of 1950, as amended, and Article VI, Sections 7(A), 29(B), 30 and 32 of the Louisiana Constitution of 1974, and the authority granted at a special election held within the CITY, on August 15, 2020, the CITY now continues the levy and collection of the TAX for an additional 10-year period beginning April 1, 2021, the proceeds of which are to be allocated, distributed, and used by the CITY, as set forth in the proposition submitted at the election, a copy of which proposition is attached hereto as Exhibit “A” and made a part of this Ordinance as if fully set forth herein; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SULPHUR, LOUISIANA, that:

SECTION 1. City Tax. The continuation of the TAX in favor of the CITY authorized at a special election held within the CITY, on August 15, 2020, upon the sale at retail, the use, the lease or rental, the consumption, the distribution and storage for use or consumption, of tangible personal property, and upon the sale, lease, or use of services in the CITY, shall continue to be assessed, imposed, collected, paid and enforced, in the manner and subject to the terms and provisions of Uniform Local Sales Tax Code, the provisions of which are incorporated by reference herein.

Proceeds of the TAX, described in this section shall continue to be allocated, distributed and used by the CITY in the manner and for the purposes described and provided in Exhibit “A” hereto which is the proposition approved by the electorate of the CITY at an election held August 15, 2020.

SECTION 2. Integrated Bracket Schedule Applicable to Collection. The TAX described in Section 1 shall be collected on the basis of the applicable integrated bracket schedule prescribed by the Collector of Revenue, State of Louisiana, pursuant to Section 304 of Title 47 of the Louisiana Revised Statutes 1950, as amended by (R.S. 47:304). The dealers shall remit to the sales tax collector of the CITY, the Sales and Use Tax Department of the Calcasieu Parish School Board (“COLLECTOR”) and comply with the Uniform Local Sales Tax Code, particularly La. R.S. 47:337.29, the proportionate part of the sales and use taxes collected in the CITY in accordance with said integrated bracket schedule.

SECTION 3. Vendor’s Compensation. For the purpose of compensating the dealer in accounting for the remitting the TAX described in this Ordinance, each dealer shall be allowed one percent (1%) of the amount of the TAX due and accounted for and remitted to the COLLECTOR in the form of a deduction in submitting his report and/or reports and paying the amount due by the dealer, provided the amount due was not delinquent at the time of payment, and provided the amount of any credit claimed for taxes already paid to a wholesaler shall not be deducted in computing the commission allowed the dealer hereunder.

SECTION 4. Exclusions and Exemptions. The TAX imposed under this Ordinance is subject to specific provisions under La. R.S. 47:305 of the Louisiana State sales and use tax laws and La. R.S. 47:337.9 of the Uniform Local Sales Tax Code. The CITY has not adopted the optional exclusions or exemptions allowed by Louisiana State sales and use tax law and codified under R.S. 47:337.10, nor shall it adopt any exclusions or exemptions which are not allowed as an exclusion or exemption from Louisiana States sales and use tax. Included within the tax base is every transaction, whether sales, use, lease or rental, or service, with no exclusions or exemptions except for those mandated upon political subdivisions by the Constitution or statutes of the State of Louisiana.

SECTION 5. Interest. The interest on the unpaid TAX provided for by La. R.S. 47:337.69 shall be at the rate of one and one-fourth percent (1-1/4%) per month.

SECTION 6. Delinquency Penalty. Penalty on the unpaid TAX as provided by La. R.S. 47:337.70 shall be five percent (5%) of the total tax due if delinquency is for not more than thirty (30) days, with an additional five percent (5%) for each additional thirty (30) days or fraction thereof during which delinquency continues, not to exceed twenty-five percent (25%) in the aggregate.

SECTION 7. Penalty for False or Fraudulent Return. Penalty as provided by La. R.S. 47:337.72 shall be fifty percent (50%) of the TAX found to be due.

SECTION 8. Negligence Penalty. The penalty provided by La. R.S. 47:337.73 shall be five percent (5%) of the TAX or deficiencies found to be due, or ten dollars (\$10.00), whichever is greater.

SECTION 9. Penalty for Insufficient funds Check. The penalty provided in La. R.S. 47:337.74 shall be an amount equal to or greater of one percent (1%) of the check or twenty dollars (\$20.00).

SECTION 10. Attorney fees. The COLLECTOR is authorized to employ private counsel to assist in the collection of any TAX, penalties or interest due under this Ordinance, or to represent him in any proceeding under this Ordinance. If any TAX, penalties or interest due under this Ordinance are referred to an attorney at law for collection, an additional charge of attorney fees, in the amount of ten percent (10%) of the TAX, penalties and interest due, shall be paid by the tax debtor. Additional provisions applicable to attorney fees, inclusive of prevailing party and waiver of such fees, are included under LA R.S. 47:337.13.1 of the Uniform Local Sales Tax Code.

SECTION 11. Limits on Interest, Penalty and Attorney Fees. Should the interest, penalties or attorney fees herein, or the combined interest, penalties and attorney fees be declared to be in excess of limits provided by other law, including relevant jurisprudence, then the maximum interest, penalties and attorney fees allowed by such other law shall apply.

SECTION 12. Collector. All sales and use taxes described in this Ordinance shall be collected by a "Collector" as provided by La. R.S. 47:301(2)(b) which shall mean and include the Calcasieu Parish School Board Sales and Use Tax Department, the entity presently collecting sales and use taxes on behalf of the CITY.

SECTION 13. Powers of Collector. The COLLECTOR is hereby authorized, empowered and directed to carry into effect the provisions of this Ordinance, to appoint deputies, assistants or agents to assist in the performance of his duties, and in pursuance thereof to make and enforce such rules as he may deem necessary.

SECTION 14. Disposition of Revenues. All TAX, revenues, funds, assessments, monies, penalties, fees or other income which may be collected or come into the possession of the COLLECTOR under any provision or provisions of this Ordinance relating to the TAX described herein shall be promptly deposited by the COLLECTOR for the amount of the CITY, provided, however, any amount which is paid under protest or which is subject to litigation may be transferred to a separate account established by the COLLECTOR with sale fiscal agent pending the final determination of the protest or litigation.

Out of the funds on deposit in such special funds, the COLLECTOR shall first pay all reasonable and necessary costs and expenses of administering and collecting the TAX described herein and administering the provisions of this Ordinance, as well as the various administrative and enforcement procedures. Such costs and expenses shall be reported by the COLLECTOR monthly to the CITY.

In compliance with the special election authorizing the renewal of the levy and collection of the TAX described herein, after all reasonable and necessary costs and expenses of collecting and administration of the TAX have been paid as provided for above, the remaining balance in such special funds shall be available for appropriation and expenditure by the City, solely for the purposes designated in the proposition authorizing the levy of the TAX.

SECTION 15. Accounting for Funds. All funds or accounts described herein may be separate funds for accounts or may be a separate accounting with a general or "sweep" funds or account containing monies from multiple sources so long as separate accounting of such monies is sustained.

SECTION 16. Severability. If any one or more of the provisions of this Ordinance shall for any reason be held to be illegal or invalid, such illegality or invalidity shall be affect any other provisions of this Ordinance, but this Ordinance shall be construed and enforced as if such illegal or invalid provisions had not been contained herein. Any constitutional or statutory provision enacted after the date of this Ordinance which validates or makes legal any provision of this Ordinance which would not otherwise be valid or illegal, shall be deemed to apply to this Ordinance.

SECTION 17. Uniform Local Sales Tax Code is Controlling. If any provisions of this Ordinance shall be in conflict with the provisions of the Uniform Local Sales Tax Code, the provisions of the Uniform Local Sales Tax Code shall be controlling.

SECTION 18. Effect Upon Prior Sales Tax Ordinances. With respect to the City TAX, this Ordinance shall be considered as additional and supplemental to the ordinances heretofore adopted by the City, to provide that the TAX now authorized to be levied in the CITY shall hereinafter be collected, administered and enforced in the manner provided by the Uniform Local Sales Tax Code and shall not be construed to rescind and repeal any prior resolutions or ordinances of the CITY relating to the levy, allocation, distribution and use of the proceeds of the TAX.

SECTION 19. Effective Date. The continuation of the TAX shall be effective on April 1, 2021.

SECTION 20. Term. The TAX shall remain in effect for ten (10) years (April 1, 2021 through March 31, 2031).

SECTION 21. Publication and Recordation. A copy of this Ordinance shall be duly published in the "Southwest Daily News", official journal of the CITY, as soon as is reasonably possible. A certified copy of this Ordinance shall be recorded in the mortgage records of Calcasieu Parish, Louisiana.

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

EXHIBIT “A”

SALES TAX RENEWAL PROPOSITION

Shall the City of Sulphur, be authorized to renew its one-half percent (1/2%) sales and use tax for streets, sewerage disposal, water and waste water systems, and therefore be authorized pursuant to Article 6, Section 29 of the Louisiana Constitution to continue to levy and collect for 10 years beginning April 1, 2021, the existing tax of one-half percent (1/2%) upon the sale at retail, use, lease, or rental, consumption and storage for use or consumption of tangible personal property and on the sales of taxable services, with the collections from the levy estimated to be \$4,100,000 for one entire year, and the avails of the tax after payment of all costs of levy and collection, to be dedicated and used for improving streets, sewerage disposal, water and waste water systems within the City, title to which shall be in the public; and, to issue bonds not to exceed 10 years from the initial levy of the tax, which bonds shall be retired with, paid from, and secured by an irrevocable pledge and dedication of the tax?

AN ORDINANCE DECLARING CERTAIN SURPLUS MOVABLE PROPERTY OF
THE CITY OF SULPHUR AND PROVIDING FOR THE DISPOSAL THEREOF
(RESCUE TRUCK AND IT EQUIPMENT)

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

Information Systems

Type	QTY	Description	MODEL#	SERIAL#	REASON	DATE
MOBILE-MIFI	1	VERIZON JETPACK MIFI 7730L (SIM REMOVED)	MIFI7730L	IMEI-990006388170036	MECHANICAL FAILURE	03/27/20
MOBILE-MIFI	1	VERIZON JETPACK MIFI 7730L (SIM REMOVED)	MIFI7730L	IMEI-990006382281821	MECHANICAL FAILURE	04/27/20
PC-LAPTOP	1	PANASONIC TOUGHBOOK CF - 74	CF-74CCBAXBM	6CKSA02721	END OF LIFE	05/08/20
MOBILE-MIFI	1	VERIZON JETPACK MIFI 7730L (SIM REMOVED)	MIFI7730L	IMEI-990006382277399	MECHANICAL FAILURE	05/13/20
PC-MONITOR	1	SAMSUNG B2240W	B2240W	CB22HVLBB00044D	MECHANICAL FAILURE	05/13/20
PC-MONITOR	1	PLANAR PLL2210W	PLL2210W	SN-997689700	MECHANICAL FAILURE	05/13/20
PC-PRINTER	1	HP LASERJET CP3525N	CP3525N-CC469A	CNCCB6109N	MECHANICAL FAILURE	06/30/20
PC-UPS	1	APC BACK-UPS ES	BE350UX276	AB0520246106	MECHANICAL FAILURE	07/27/20
PC-CHARGER	1	LIND AP1580-1745 CAR CHARGER	PA1580-1745	SN1608	MECHANICAL FAILURE	07/27/20
PC-PRINTER	1	HP DESKJET 460 MOBILE PRINTER	C8150A	MY7615Z100	MECHANICAL FAILURE	08/03/20
PC-PRINTER	1	HP LASERJET M281FDW	T6B82A	VNBNM1R9WX	MECHANICAL FAILURE	08/03/20
PC-PRINTER	1	HP LASERJET M277dw	B3Q11A	VNB8J6B6KF	MECHANICAL FAILURE	08/10/20
PC-PRINTER	1	OFFICEJET 8610	A7F64A	CN54NE308V	MECHANICAL FAILURE	09/29/20
PC-PRINTER	1	LASERJET M477fdn	CF378A	VNB8K2C32V	MECHANICAL FAILURE	08/27/20
UPS-BATTERY BACKUP	1	APC PS450	PS450	FS9850003853	HURRICANE DAMAGE	08/27/20
UPS-BATTERY BACKUP	1	BACK-UPS		8B0746R32111	HURRICANE DAMAGE	08/27/20
SWITCH	1	CISCO SWITCH	WS-C2960-24PCL-L	FC91535Y433	HURRICANE DAMAGE	08/27/20
PC-MONITOR	1	MONITOR FOR CAMERA SYSTEM	LG 43LV340H-UA	811MXKDQW005	HURRICANE DAMAGE	08/27/20

The above-mentioned IT equipment is at end of life and has no value. It will be disposed of through E-recycle.

Shop

**GPO – 15 15,000 LB GEMINI AUTO LIFT \$700
SERIAL# 0458713-11
INSTALLED: 11-30-2004**

Maintenance

30 Traffic Signal Lights (Approx.) \$400

Fire Department

**2015 Ford F550 \$1500
VIN# 1FD0W5HT3FEC65111**

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

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAHAY TO SIGN
3RD AMENDED COOPERATIVE ENDEAVOR AGREEMENT WITH
THE STATE OF LOUISIANA – FACILITY PLANNING AND
CONTROL – FOR UPGRADE REGIONAL SEWERAGE PUMPING
STATIONS (ARIZONA AND HIGHWAY 108).

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 3rd amended Cooperative Endeavor Agreement with the State of Louisiana – Facility Planning and Control – for Upgrade Regional Sewerage Pumping Stations (Arizona and Highway 108).

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

Facility Planning and Control
State of Louisiana
Division of Administration



JOHN BEL EDWARDS
GOVERNOR

JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

September 30, 2020

The Honorable Mike Danahay, Mayor
City of Sulphur
101 N. Huntington Street
Sulphur, LA 70663
E-mail: mayorsoffice@sulphur.org

Re: Upgrade Regional Sewerage Pumping Stations
(Arizona and Highway 108),
Planning and Construction
(Calcasieu)
FP&C Project No. 50-MS9-14-01

Dear Mayor Danahay:

Please find enclosed two (2) originals of the proposed 3rd amended Cooperative Endeavor Agreement. Included is an update of certain specific provisions of the Cooperative Endeavor Agreement in the following Articles:

1. Article I;
2. Article II regarding Purpose;
3. Article III regarding Scope;
4. Article IV regarding Use Of Funds;
5. Article VIII regarding Change Orders as mandated by R.S.39:126;
6. Article IX regarding Hold Harmless And Indemnity;
7. Article X regarding Disbursement of Funds;
8. Article XI regarding Ownership of Property;
9. Article XIII regarding Pledge of Lease Revenues;
10. Article XV regarding Termination;
11. Article XVI regarding Availability of Funds;
12. Article XVIII regarding Audit;
13. Article XXI regarding Revisions to the Funding Summary; and
14. Article XXII regarding Project Closeout.

Please return to me the two (2) originals subsequent to the appropriate signing and witnessing.

PLEASE PROVIDE THE DATE & LOCATION OF SIGNING IN THE BLANKS PROVIDED.

If you have any questions, please contact your Project Manager, Michael Somme, PE, PMP at 225-219-0049 or michael.somme@la.gov.

Thank you for your cooperation.

Sincerely,

Handwritten signature of Denise Brumfield in cursive.
Denise Brumfield
Administrative Director

DB:sp

Enclosures

c: Lanetta Barthelemy, via email w/attachments
Michael Somme, PE, PMP, via email w/attachments

**3rd Amended Cooperative Endeavor Agreement:
City of Sulphur
Upgrade Regional Sewerage Pumping Stations (Arizona and Highway 108), Planning and Construction
(Calcasieu)
FP&C Project No. 50-MS9-14-01**

AMENDMENT OF AGREEMENT

The parties agree that any amendment hereto shall be in writing.

All of the terms, conditions and provisions of the prior Agreement(s), except as modified herein, shall remain the same and continue to be in full force and effect.

1.1 WHEREAS, the Supplemental Capital Outlay Appropriation Act (Act 203 of 2007), adopted in accordance with Article VII, Section 6 of the Constitution, is the comprehensive capital outlay budget required by said Article VII, Section 6, and contains an appropriation for the Entity for the Project Number and Project Description (Project) as set forth in a State Funding Summary ("Funding Summary"); and

1.2 WHEREAS, the Omnibus Bond Act of the Louisiana Legislature (OBA), adopted in accordance with Article VII, Section 6 of the Louisiana Constitution of 1974, provides for the issuance by the State Bond Commission of State General Obligation Bonds for certain of the projects contained in the Act, including the Project, which bonds are to be secured by a pledge of the full faith and credit of the State, as well as by monies dedicated to and paid into the Security and Redemption Fund as provided in Article VII, Section 9 of the Constitution, which authorization includes the issuance, **if applicable**, of State General Obligation Bonds for the Project (Project Bonds) as set forth in the Funding Summary; and

1.3 WHEREAS, if applicable, the Entity has supplied the State with evidence of the availability and commitment of Local, Federal or Non-State Matching Funds for the Project, as set forth in the Funding Summary; and

1.4 WHEREAS, the State appropriated State General Fund (Direct) or other sources of cash for the Project or the Bond Commission did grant a cash line of credit and/or a non-cash line of credit for the Project in the amount(s) as stated in the Funding Summary; and

**ARTICLE II
PURPOSE**

2.1 The purpose of this Agreement is to set forth the terms of administering the Project by FP&C. FP&C will administer this Project in accordance with the Non-State Entity Capital Outlay Administrative Guidelines, January, 2019 ed. (the "Guidelines"), which is incorporated herein and made a part of this Agreement. As required by Section 147(e) of the Internal Revenue Code of 1986, as amended. The Entity hereby understands and agrees that, in addition to requirements of the Guidelines, no proceeds of the Project Bonds can or will be used for airplanes, skyboxes or luxury private boxes, health club facilities, facilities primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

**ARTICLE III
SCOPE**

3.1 As provided in the Act, the State funds for this Project are limited to capital improvements for the Project, in the Parish, and in the amounts set forth in the Funding Summary.

3.4 Allowable costs shall not include the operating expenses of the Entity. In no case shall the total of any of the allowable costs exceed the amount shown in the Funding Summary.

**ARTICLE IV
USE OF FUNDS**

4.3 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity shall not take any action which would have the effect of impairing the tax exempt status of the Project Bonds. The Entity agrees that the proceeds will not be used directly or indirectly in any trade or business carried on by any person other than a governmental unit. The Entity further agrees that the proceeds will not be used directly or indirectly to provide a facility used by any person other than the Entity pursuant to a lease, management contract, requirements contract or other arrangement granting, directly or indirectly, an interest in or special legal entitlement to the Project to a person other than the Entity, unless the State receives an opinion from a nationally recognized bond counsel that such contract will not adversely affect the tax-exempt status of the Project Bonds. The Entity shall immediately notify the State prior to entering into any such contract.

4.4 The Entity shall make no changes in its local laws, bylaws, charter or other organizational documents which would allow use of the Project for any purpose other than a public purpose.

**ARTICLE VIII
CHANGE ORDERS**

8.1 A change order for the Project shall be subject to the approval of FP&C. However, as per R.S. 39:126, one or more change orders that cause an excess in the aggregate of **One Hundred Thousand Dollars (\$100,000)** per month shall also require the approval of the Joint Legislative Committee on the Budget and the Commissioner of Administration or his designee. Any change order in excess of fifty thousand dollars but less than one hundred thousand dollars shall be submitted to the Joint Legislative Committee on the Budget for review but shall not require committee approval.

ARTICLE IX
HOLD HARMLESS AND INDEMNITY

9.3 The Entity further agrees and obligates itself, its successors and assigns, to indemnify and hold harmless the State for any monetary consequences resulting any Project Bonds issued by the State or interest therein being declared taxable as a result of the Entity's actions or inactions hereunder.

ARTICLE X
DISBURSEMENT OF FUNDS

10.1 After execution of this Agreement in accordance with the terms hereof and the Act, the State, through FP&C, shall provide the Entity, identified under the Federal Tax Identification Number as set forth in the Funding Summary, with funds on an *as-needed* basis as approved by FP&C, but not to exceed the total Capital Outlay Cash, less FP&C Administration fee, as set forth in the Funding Summary. The Entity shall not be entitled to reimbursement of any expenditures made prior to the issuance of a cash line of credit or receipt of cash funding.

10.3 The Entity recognizes and agrees that the receipt of the State monies is contingent upon the receipt, pledge and expenditure of Local/Federal Matching Funds by the Entity in the amount stated in the Funding Summary. The Entity acknowledges and agrees that the requisite amount of matching funds has been received, pledged, and/or expended on the Project.

10.4 In the event funds subject to this Agreement represent a non-cash line of credit as set forth in the Funding Summary, the Entity understands that the funds so designated represent a non-cash line of credit and that no monies can be withdrawn from the Treasury for the non-cash line of credit unless and until the Bond Commission has either issued bonds or a cash line of credit therefor.

ARTICLE XI
OWNERSHIP OF PROPERTY

11.1 The Entity hereby covenants that it owns, will acquire title to, or obtain servitudes for the property upon which the Project is to be located and that it shall not, while any of the Project Bonds remain outstanding, or during the term of this Agreement, transfer, convey, sell, lease, mortgage, assign or otherwise alienate its ownership or servitude rights in the land or real property and appurtenances which constitute the Project except as provided in Section 4.3. Projects to be located by permits on existing property of the State or a political subdivision of the State are exempt from these ownership requirements.

11.2 The Entity shall not sell, transfer, or otherwise dispose of any of the facilities financed with the Project Bond proceeds prior to the end of the Term, except such minor parts or portions thereof as may be disposed of due to normal wear and tear and obsolescence.

ARTICLE XIII
PLEDGE OF LEASE REVENUES

13.1 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity hereby covenants and agrees that it shall not, while any portion of the Project Bonds issued by the State to fund the Project remain outstanding, enter into any agreement or otherwise covenant to directly pledge to the State any lease revenues from any lessee, its successors or assigns, for the payment of principal, interest or other requirements with respect to the Project Bonds, nor shall the Entity deposit any such lease revenues into the Bond Security and Redemption Fund of the State unless the State receives an opinion from a nationally recognized bond counsel that such contract and/or deposit of funds will not adversely affect the tax-exempt status of the Project Bonds.

ARTICLE XV
TERMINATION

15.1 FP&C may terminate this Agreement for cause based upon the failure of Entity to totally spend all funds subject to this agreement within two years from the execution of this agreement or, if applicable, within two years from the issuance of any Project Bonds or for any act by the Entity that the State determines to be unlawful or in violation of this Agreement.

ARTICLE XVI
AVAILABILITY OF FUNDS

16.1 The availability of funds set forth in the Funding Summary are subject to and contingent upon appropriation of funds by the legislature and, if applicable, issuance of a line of credit by the State Bond Commission.

ARTICLE XVIII
AUDIT

18.2 The Entity shall maintain appropriate financial records, and the State reserves the right to audit these records or require the Entity to provide an audit at any time. The Entity agrees to retain all books, records, and other documents relevant to this Agreement and the funds expended hereunder for at least three years after maturity of any Project Bonds, including bonds issued by the State to refinance such Project Bonds (such term of Project Bonds is expected to be not less than 20 years).

**ARTICLE XXI
REVISIONS TO STATE FUNDING SUMMARY**

21.1 FP&C may revise the Funding Summary based on the appropriation in the most current Capital Outlay Act and, if applicable, the issuance of a line of credit by the State Bond Commission.

**ARTICLE XXII
PROJECT CLOSEOUT**

22.1 The Entity shall submit to FP&C a final Request for Disbursement with all invoices, payment applications, change order(s), etc., on any contract for which FP&C has obligated funding. The Entity shall also submit to FP&C a statement that no additional funds are due to the Entity under this appropriation. Said final Request for Disbursement and statement shall be submitted not later than eighteen (18) months after the date of substantial completion or acceptance of the project.

22.2 Should the Entity fail to submit the final Request for Disbursement within the time period specified in Article 22.1, then FP&C will consider all obligations as being paid in full to the Entity and the project will be closed.

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

WITNESSES:

STATE OF LOUISIANA

FP&C Witness #1 Sign Here

BY: _____

**MARK A. MOSES, DIRECTOR
FACILITY PLANNING & CONTROL
DIVISION OF ADMINISTRATION**

FP&C Witness #2 Sign Here

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

WITNESSES:

CITY OF SULPHUR

Entity Witness #1 Signature

BY: _____

**MIKE DANAHAY
MAYOR**

Entity Witness #1 Printed Name

Entity Witness #2 Signature

Entity Witness #2 Printed Name

RESOLUTION NO. _____, M-C SERIES

Resolution awarding of low bid received for annual supply of pipe and fittings, chemicals, limestone and asphalt mix.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that bids for annual supply of pipe and fittings, chemicals and limestone and asphalt mix for the City of Sulphur were opened and read aloud in a public session on Friday, December 13, 2019 at 11:00 a.m. and the bids are as follows:

**TABULATION FOR ANNUAL SUPPLY ON LIMSTONE AND ASPHALT
OCTOBER 20, 2020**

APPROXIMATELY 20 TONS 3/4" – 1" LIMESTONE (GRAY ONLY)

DP Aggregates	\$35.5000 Cost Per Ton****
Prairie Contractors	\$39.0000 Cost Per Ton

APPROXIMATELY 1000 TONS ROAD BASE LIMESTONE (GRAY ONLY)

DP Aggregates LLC	\$33.0000 Cost Per Ton****
Prairie Contractors	\$36.0000 Cost Per Ton

APPROXIMATELY 600 TONS HOT ASPHALT MIX

	Per Ton	Small Load
Prairie Contractors LLC	\$90.0000	\$99.5000****

AWARDED VENDOR****

**TABULATION FOR PIPE AND FITTINGS
OCTOBER 20, 2020**

SECTION I PVC SCH 40

Lafayette Winwater Works Co.
Coburn's Supply

\$19397.61
\$10523.75*****

SECTION II HAYS BRASS

Lafayette Winwater Works Co.
Coburn's Supply

\$19908.33*****
\$20391.64

SECTION III BRASS CURB, CORP, & CHECK VLVS

Lafayette Winwater Works Co.
Coburn's Supply

\$26751.45*****
\$35703.58

SECTION IV METER & VALVE BOXES

Lafayette Winwater Works Co.
Coburn's Supply

\$6517.50
\$6480.20*****

SECTION V MJ FITTINGS

Lafayette Winwater Works Co.
Coburn's Supply

\$643.40*****
\$850.21

SECTION VI F.C. CLAMPS

Lafayette Winwater Works Co.
Coburn's Supply

\$16061.90*****
\$16413.97

SECTION VII RUBBER COUPLINGS & INSERTATEES

Lafayette Winwater Works Co.
Coburn's Supply

\$4017.25*****
\$4108.81

SECTION VIII HYDRANTS-VALVES

Lafayette Winwater Works Co.
Coburn's Supply

\$9770.00*****
\$12095.00

SECTION IX METERS

Lafayette Winwater Works Co.
Coburn's Supply

\$12263.00*****
NO BID

SECTION X PIPE

Lafayette Winwater Works Co.
Coburn's Supply

\$6733.60*****
\$8578.48

SECTION XI SADDLES

Lafayette Winwater Works Co.
Coburn's Supply

\$2937.60
\$2344.15*****

SECTION XII TOOLS

Lafayette Winwater Works Co.
Coburn's Supply

\$5784.50*****
NO BID

SECTION XIII PAINTS

Lafayette Winwater Works Co.
Coburn's Supply

\$663.00*****
\$877.50

AWARDED VENDOR *****

**TABULATION FOR
ANNUAL SUPPLY ON CHEMICALS
OCTOBER 20, 2020**

18 DRUMS 330 LB CAIROX FREE FLOWING POTASSIUM PERMANGANATE

C & L Aqua Professional Inc	\$2.4000 per lb	\$14,256.0000 extension****
Shannon Chemical	\$2.2700 per lb.	\$13,511.9900 extension

55 TONS 1 TON CYLINDER CHLORINE

(Since there weren't any bids received, another bid opening will be held Thursday December 3, 2020)

75,000 POUNDS ZINC ORTHOPHOSPHATE

C & L Aqua Professional Inc <i>(Louisiana Preference)</i>	\$0.6000 per lb	\$45,000.0000 extension
Shannon Chemical Corp	\$0.5440 per lb	\$40,800.0000 extension

10,000 POUNDS HYDROFLUORSILIC ACID 23%

C & L Aqua Professional Inc <i>(Louisiana Preference)</i>	\$0.7500 per lb	\$7,500.0000 extension*****
Shannon Chemical	\$0.7200 per lb	\$7,200.0000 extension

VENDOR AWARDED ****

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

MIKE KOONCE, Chairman

RESOLUTION NO. _____, M-C SERIES

Resolution rejecting and authorizing the re-advertisement of bids for annual supply of Chlorine for the City.

WHEREAS, a bid opening was held on Tuesday, October 20, 2020 at 11:00 a.m. and (1) one bid was received. However, due to the addendum not being attached to the bid the following bid will be rejected:

<u>COMPANY</u>	<u>BID</u>
DXI Industries, Inc.	\$0.3595 PER/LB

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby reject the above bid for annual supply of Chlorine for the City.

BE IT FURTHER RESOLVED that City Council does hereby authorize the re-advertisement of bids for annual supply of Chlorine for the City, said bids to be in accordance with the quantities and specifications on file with City of Sulphur Purchasing Dept., 101 North Huntington Street, Sulphur, La. 70663 or online at BidXpress.

BE IT FURTHEREST RESOLVED that the advertisement of bids will be in “The Southwest Daily News, the official journal of the City of Sulphur, in three separate publications, giving notice as follows:

NOTICE TO BIDDERS

Separate and sealed bids for the re-advertisement of bids for annual supply of Chlorine for the City, will be received by the Clerk of the Council until 10:00 a.m. on the 3rd day of December, 2020, at which time bids will be opened and read aloud in an open and public bid opening session to be conducted by the Director of Finance in the Conference Room at the City Hall, and the City Council shall at a regular meeting on the 14th day of December, 2020, at 5:30 p.m. proceed to award the bid to the lowest bidder, to waive irregularities, or to reject any and all bids, or otherwise proceed thereto as provided by law. Bids are also available electronically at www.bidexpress.com; free membership is required to access. Said bids to be in accordance with the quantities and specifications on file with the City of Sulphur Purchasing Department, 101 North Huntington Street, Sulphur, Louisiana 70663

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 re-appointing Nimesh “Nick” Zavier to Southwest Louisiana Convention and Visitors Bureau Board of Directors.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby re-appoint Nimesh “Nick” Zavier to Southwest Louisiana Convention and Visitors Bureau Board of Directors.

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



October 15, 2020

Mayor Mike Danahay
City of Sulphur
P.O. Box 1309
Sulphur, LA 70664

Re: Appointment to the Lake Charles/Southwest Louisiana Convention & Visitors Bureau Board of Directors

Dear Mayor Danahay:

The Southwest Louisiana Lodging Association unanimously voted to submit Nick Zaver to be reappointed to serve an additional term on the Lake Charles/Southwest Louisiana Convention & Visitors Bureau's Board of Directors. Mr. Zavier has served honorably and with merit in representation of the Southwest Louisiana Lodging Association.

His information is as follows:

Nimesh "Nick" Zaver
Insignia Hotel Management
320 S. Cities Services Hwy.
Sulphur, LA 70663
337-794-9361

Please do not hesitate to contact me if you have any questions.

Sincerely,

Gertinna Chretien
President, Southwest Louisiana Lodging Association

CC: Kyle Edmiston, Lake Charles/Southwest Louisiana Convention & Visitors Bureau

RESOLUTION NO. _____, M-C SERIES

Resolution authorizing the advertisement of bids for Picard Road Bridge Piles Repairs.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize advertisement of bids for Picard Road Bridge Piles Repairs, said bids to be in accordance with the quantities and specifications on file with Meyer and Associates, 600 North Cities Service Hwy., Sulphur, Louisiana 70663 or online at BidXpress.

BE IT FURTHER RESOLVED that the advertisement of bids will be in "The Southwest Daily News, the official journal of the City of Sulphur, in three separate publications, giving notice as follows:

NOTICE TO BIDDERS

Separate and sealed bids for the advertisement of bids for Picard Road Bridge Pile Repairs will be received by the Clerk of the Council until 10:00 a.m. on the 10th day of December, 2020, at which time bids will be opened and read aloud in an open and public bid opening session to be conducted by the Director of Public Works in the Conference Room at the City Hall, and the City Council shall at a regular meeting on the 14th day of December, 2020, at 5:30 p.m. proceed to award the bid to the lowest bidder, to waive irregularities, or to reject any and all bids, or otherwise proceed thereto as provided by law. Bidders must obtain an original set of electronic or paper Bidding Documents from the Owner or Engineer in order to submit a Bid. Access to electronic bidding is available through <https://bidexpress.com>. Said bids to be in accordance with the quantities and specifications on file with Meyer and Associates, 600 North Cities Service Hwy., Sulphur, Louisiana 70663 or online at BidXpress.

CITY OF SULPHUR, LOUISIANA

BY _____

MIKE KOONCE, Chairman

BE IT FURTHER RESOLVED that the City Council of the City of Sulphur, Louisiana will meet in open and public session at the regular place in the Council Chambers at City Hall on the 14th day of December, 2020, at 5:30 p.m. and shall then and there proceed to award the bids to the lowest bidder or to reject any and all bids, otherwise proceed thereto as provided by law.

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

MIKE KOONCE, Chairman