

AGENDA
SULPHUR CITY COUNCIL MEETING
MONDAY, FEBRUARY 8, 2021 AT 5:30 P.M.

THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL **MONDAY, FEBRUARY 8, 2021 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 Pete Landry, Pete's Hair Manor, for 50 years of business in the City of Sulphur. I01-21 (Mayor Danahay)
2. PUBLIC HEARING on ordinance declaring certain surplus movable property of the City of Sulphur and providing for the disposal thereof. ORD08-21 (Mayor Danahay)
3. PUBLIC HEARING on 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). ORD09-21 (Mayor Danahay)
4. PUBLIC HEARING on ordinance to allow Paul and Michelle Knox, 211 West Lincoln Street, to place 2 recreational vehicles on property while home is being repaired due to Hurricane Laura. ORD11-21 (Dru Ellender)
5. PUBLIC HEARING on ordinance granting the subdividing of lots to Rickey Rourk, 240 Pitre Street, to allow for 2 conforming lots. ORD12-21 (Dru Ellender)
6. INTRODUCTION OF ORDINANCE authorizing Mayor Mike Danahay to enter into a Cooperative Endeavor Agreement with the State of Louisiana for Maplewood Drive Rehabilitation. ORD10-21 (Mayor Danahay)
7. INTRODUCTION OF ORDINANCE authorizing a Cooperative Endeavor Agreement with the Calcasieu Parish Ward 4 Marshal concerning donation of public safety vehicle. ORD11-21 (Mayor Danahay)

8. INTRODUCTION OF ORDINANCE authorizing a Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury and Calcasieu Parish Ward 4 Marshal's Office concerning funding of salary, operations, and related matters.
ORD12-21 (Mayor Danahay)
9. RESOLUTION awarding low bid received for the annual supply of Chlorine for the City.
RES07-21 (Mayor Danahay)
10. RESOLUTION authorizing the advertisement of bids for Bay Doors at the temporary location of Central Fire Department located at 604 Live Oak Street.
RES08-21 (Mayor Danahay)
11. RESOLUTION accepting Substantial Completion on the Sulphur 2018 Water Line Upgrades. RES09-21 (Mayor Danahay)
12. 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 March 8, 2021 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 AS AMENDED

AN ORDINANCE DECLARING CERTAIN SURPLUS MOVABLE PROPERTY OF THE CITY OF SULPHUR AND PROVIDING FOR THE DISPOSAL THEREOF (RESCUE TRUCK, IT EQUIPMENT, AUTO LIFT, TRAFFIC LIGHTS & 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:

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	09/2920
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
PC-PRINTER	1	OfficeJet 8610	A7F64A	CN590F30GS	MECHANICAL FAILURE	12/29/20
PLOTTER	1	PLOTTER – HP-DESIGNJET-T1100PS	DESIGNJET T1100PS	DK7BT4C020	MECHANICAL FAILURE	12/29/20
SERVER	1	SERVER-CISCO C220	C220	FCH1743V1WL	MECHANICAL FAILURE	12/29/20
PC-MONITOR	1	OCE-VARIOLINK-2821	OCE-VARIOLINK-2821	OCE-VARIOLINK-2821	MECHANICAL FAILURE	1/7/21

PC-MONITOR	1	SAMSUNG-B2240W-CB22WS	B2240W	CB22HVLBB00036R	MECHANICAL FAILURE	1/7/21
PC-MONITOR	1	PLANAR-PLL2210W	997-6897-00	PL537LT501137	MECHANICAL FAILURE	1/8/21
PC-MONITOR	1	SAMSUNG-B2230	PU22WS	YDURH9LB805973 K	MECHANICAL FAILURE	1/8/21
PRINTER	1	HP	LaserJet 5550dtn	JPSC8CR04Z	MECHANICAL FAILURE	1/8/21
DVR	1	L3 IN CAR VIDEO	EF319140053		MECHANICAL FAILURE	01/25/21
DVR	1	L3 IN CAR VIDEO	EF326140015		MECHANICAL FAILURE	01/25/21
DVR	1	L3 IN CAR VIDEO	EF315140064		MECHANICAL FAILURE	01/25/21
DVR	1	L3 IN CAR VIDEO	EF326140024		MECHANICAL FAILURE	01/25/21
DVR	1	L3 IN CAR VIDEO	EFH26150071		MECHANICAL FAILURE	01/25/21
DVR	1	L3 IN CAR VIDEO	EFH10170013		MECHANICAL FAILURE	01/25/21
DVR	1	L3 IN CAR VIDEO	EFH26150042		MECHANICAL FAILURE	01/25/21
DVR	1	L3 IN CAR VIDEO	EF326140027		MECHANICAL FAILURE	01/25/21
DVR	1	L3 IN CAR VIDEO	EFH26150125		MECHANICAL FAILURE	01/25/21
DVR	1	L3 IN CAR VIDEO	EF314140010		MECHANICAL FAILURE	01/25/21
DVR	1	L3 IN CAR VIDEO	EF316140016		MECHANICAL FAILURE	01/25/21
DVR	1	L3 IN CAR VIDEO	NO SERIAL NUMBER		MECHANICAL FAILURE	01/25/21
DVR	1	L3 IN CAR VIDEO	EFH25150003		MECHANICAL FAILURE	01/25/21
DVR	1	L3 IN CAR VIDEO	EFH26150004		MECHANICAL FAILURE	01/25/21
DVR	1	L3 IN CAR VIDEO	EF313140080		MECHANICAL FAILURE	01/25/21
DVR	1	L3 IN CAR VIDEO	EF315140068		MECHANICAL FAILURE	01/25/21
DVR	1	L3 IN CAR VIDEO	EFH26150007		MECHANICAL FAILURE	01/25/21
DVR	1	L3 IN CAR VIDEO	EFH10170011		MECHANICAL FAILURE	01/25/21
DVR	1	L3 IN CAR VIDEO	EF320140010		MECHANICAL FAILURE	01/25/21
DVR	1	L3 IN CAR VIDEO	EFH26150082		MECHANICAL FAILURE	01/25/21
DVR	1	L3 IN CAR VIDEO	EF316140001		MECHANICAL FAILURE	01/25/21

DVR	1	L3 IN CAR VIDEO	EFH26150011	MECHANICAL FAILURE	01/25/21
DVR	1	L3 IN CAR VIDEO	EF320140002	MECHANICAL FAILURE	01/25/21
DVR	1	L3 IN CAR VIDEO	EFH10170004	MECHANICAL FAILURE	01/25/21
DVR	1	L3 IN CAR VIDEO	EF315140062	MECHANICAL FAILURE	01/25/21
DVR	1	L3 IN CAR VIDEO	EF314140002	MECHANICAL FAILURE	01/25/21
DVR	1	L3 IN CAR VIDEO	EFH10170010	MECHANICAL FAILURE	01/25/21
DVR	1	L3 IN CAR VIDEO	EFH26150008	MECHANICAL FAILURE	01/25/21
DVR	1	L3 IN CAR VIDEO	EF316140085	MECHANICAL FAILURE	01/25/21
DVR	1	L3 IN CAR VIDEO	EF315140069	MECHANICAL FAILURE	01/25/21
DVR	1	L3 IN CAR VIDEO	EF314140011	MECHANICAL FAILURE	01/25/21
DVR	1	L3 IN CAR VIDEO	EF326140055	MECHANICAL FAILURE	01/25/21
CAMERA	1	L3 IN CAR VIDEO	FBH402447	MECHANICAL FAILURE	01/25/21
CAMERA	1	L3 IN CAR VIDEO	FBE305442	MECHANICAL FAILURE	01/25/21
CAMERA	1	L3 IN CAR VIDEO	FB0009113	MECHANICAL FAILURE	01/25/21
CAMERA	1	L3 IN CAR VIDEO	FBH402448	MECHANICAL FAILURE	01/25/21
CAMERA	1	L3 IN CAR VIDEO	FB0017333	MECHANICAL FAILURE	01/25/21
CAMERA	1	L3 IN CAR VIDEO	FBH406618	MECHANICAL FAILURE	01/25/21
CAMERA	1	L3 IN CAR VIDEO	FBE305452	MECHANICAL FAILURE	01/25/21
CAMERA	1	L3 IN CAR VIDEO	FBH402443	MECHANICAL FAILURE	01/25/21
CAMERA	1	L3 IN CAR VIDEO	FBH406621	MECHANICAL FAILURE	01/25/21
CAMERA	1	L3 IN CAR VIDEO	FBE305565	MECHANICAL FAILURE	01/25/21
CAMERA	1	L3 IN CAR VIDEO	FBH406621	MECHANICAL FAILURE	01/25/21
CAMERA	1	L3 IN CAR VIDEO	FBE305453	MECHANICAL FAILURE	01/25/21
CAMERA	1	L3 IN CAR VIDEO	FBH406620	MECHANICAL FAILURE	01/25/21

CAMERA	1	L3 IN CAR VIDEO	FBH402444	MECHANICAL FAILURE	01/25/21
CAMERA	1	L3 IN CAR VIDEO	FBE305568	MECHANICAL FAILURE	01/25/21
CAMERA	1	L3 IN CAR VIDEO	FBH406618	MECHANICAL FAILURE	01/25/21
CAMERA	1	L3 IN CAR VIDEO	FB0009109	MECHANICAL FAILURE	01/25/21
CAMERA	1	L3 IN CAR VIDEO	FBE305569	MECHANICAL FAILURE	01/25/21
CAMERA	1	L3 IN CAR VIDEO	FBE305454	MECHANICAL FAILURE	01/25/21
CAMERA	1	L3 IN CAR VIDEO	FBH406619	MECHANICAL FAILURE	01/25/21
CAMERA	1	L3 IN CAR VIDEO	FBH402446	MECHANICAL FAILURE	01/25/21
CAMERA	1	L3 IN CAR VIDEO	FBH402442	MECHANICAL FAILURE	01/25/21
CAMERA	1	L3 IN CAR VIDEO	FB0009120	MECHANICAL FAILURE	01/25/21
CAMERA	1	L3 IN CAR VIDEO	FBH402445	MECHANICAL FAILURE	01/25/21
CAMERA	1	L3 IN CAR VIDEO	FBH406619	MECHANICAL FAILURE	01/25/21
CAMERA	1	L3 IN CAR VIDEO	FBE305450	MECHANICAL FAILURE	01/25/21
CAMERA	1	L3 IN CAR VIDEO	FBE305567	MECHANICAL FAILURE	01/25/21
CAMERA	1	L3 IN CAR VIDEO	FBE305447	MECHANICAL FAILURE	01/25/21
CAMERA	1	L3 IN CAR VIDEO	FBH402450	MECHANICAL FAILURE	01/25/21
CAMERA	1	L3 IN CAR VIDEO	FB0009119	MECHANICAL FAILURE	01/25/21
CAMERA	1	L3 IN CAR VIDEO	FBH406620	MECHANICAL FAILURE	01/25/21
CAMERA	1	L3 IN CAR VIDEO	FBE305441	MECHANICAL FAILURE	01/25/21
SCREEN	1	L3 IN CAR VIDEO	FBH402443	MECHANICAL FAILURE	01/25/21
SCREEN	1	L3 IN CAR VIDEO	FBE305451	MECHANICAL FAILURE	01/25/21
SCREEN	1	L3 IN CAR VIDEO	FBH406621	MECHANICAL FAILURE	01/25/21
SCREEN	1	L3 IN CAR VIDEO	FBE305450	MECHANICAL FAILURE	01/25/21
SCREEN	1	L3 IN CAR VIDEO	FBE305448	MECHANICAL FAILURE	01/25/21

SCREEN	1	L3 IN CAR VIDEO	FBH406619	MECHANICAL FAILURE	01/25/21
SCREEN	1	L3 IN CAR VIDEO	FBE305455	MECHANICAL FAILURE	01/25/21
SCREEN	1	L3 IN CAR VIDEO	FBE305442	MECHANICAL FAILURE	01/25/21
SCREEN	1	L3 IN CAR VIDEO	FBH402450	MECHANICAL FAILURE	01/25/21
SCREEN	1	L3 IN CAR VIDEO	FB0012905	MECHANICAL FAILURE	01/25/21
SCREEN	1	L3 IN CAR VIDEO	FBE305446	MECHANICAL FAILURE	01/25/21
SCREEN	1	L3 IN CAR VIDEO	FB23762	MECHANICAL FAILURE	01/25/21
SCREEN	1	L3 IN CAR VIDEO	FBE305453	MECHANICAL FAILURE	01/25/21
SCREEN	1	L3 IN CAR VIDEO	FBE305568	MECHANICAL FAILURE	01/25/21
SCREEN	1	L3 IN CAR VIDEO	FBE305569	MECHANICAL FAILURE	01/25/21
SCREEN	1	L3 IN CAR VIDEO	FBH402449	MECHANICAL FAILURE	01/25/21
SCREEN	1	L3 IN CAR VIDEO	FBE305565	MECHANICAL FAILURE	01/25/21
SCREEN	1	L3 IN CAR VIDEO	FBH402448	MECHANICAL FAILURE	01/25/21
SCREEN	1	L3 IN CAR VIDEO	FBE305452	MECHANICAL FAILURE	01/25/21
SCREEN	1	L3 IN CAR VIDEO	FBE305444	MECHANICAL FAILURE	01/25/21
SCREEN	1	L3 IN CAR VIDEO	NO SERIAL NUMBER	MECHANICAL FAILURE	01/25/21
SCREEN	1	L3 IN CAR VIDEO	FBE305447	MECHANICAL FAILURE	01/25/21
SCREEN	1	L3 IN CAR VIDEO	FB0016363	MECHANICAL FAILURE	01/25/21
SCREEN	1	L3 IN CAR VIDEO	FBE305454	MECHANICAL FAILURE	01/25/21
SCREEN	1	L3 IN CAR VIDEO	FBE305441	MECHANICAL FAILURE	01/25/21
SCREEN	1	L3 IN CAR VIDEO	FBH406618	MECHANICAL FAILURE	01/25/21
SCREEN	1	L3 IN CAR VIDEO	FBH406620	MECHANICAL FAILURE	01/25/21
SCREEN	1	L3 IN CAR VIDEO	FBH402445	MECHANICAL FAILURE	01/25/21
MICS	55	L3 IN CAR VIDEO	NO SERIAL NUMBER	MECHANICAL FAILURE	01/25/21

ASSORTED WIRES	5 BOXES	L3 IN CAR VIDEO	NO SERIAL NUMBER	MECHANICAL FAILURE	01/25/21
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The above-mentioned IT equipment is at end of life and has no value. It will be disposed of through E-recycle.

Department	QTY	Description	Value
Shop	1	GPO - 15 15,000 LB GEMINI AUTO LIFT SERIAL# 0458713-11 INSTALLED: 11-30-2004	\$700.00
Shop	1	Old City Transformer by MGM transformer Company S/N #97-3-80372 Cat #AC 370-KO193 Voltage 208y / 120-240 / 120	\$300.00
Shop	1	Old City Generator (Onan Generator) Model# DJFM-MS/4469A S/N #J880167460 Part# 100-1345 NSN# 2815-01-045-5862	\$50.00
Shop	1	Scrap Pile	\$50.00
Shop	1	2010 Ford Crown Victoria - 2FABP7BV2AX112555	\$50.00
Shop	1	2008 Ford Crown Vic VIN#2fahp71v99x112186	No value
Shop	1	2009 Ford Crown Vic VIN#2FAFP71V08X162822	No value
Shop	1	2010 Ford Crown Vic VIN#2FABP7BV6AX112557	No value
Shop	1	2009 Ford Crown Vic VIN#2FAFP71W67X130867	\$50.00
Shop	1	8'w x 8 ½'h x 40' I Storage Seacan	\$100.00
Shop	1	Kia Soul - KNDJT2A56D7517902	\$50.00
Fire	2	Scott 4500 psi cylinders (Past usable life per NFPA standards)	No value
Fire	3	Drager 2216 psi cylinders (Past usable life per NFPA standards)	No value
Fire	8	MSA 2216 psi cylinders (Past usable life per NFPA standards)	No value
Fire	34	Scott 2216 psi cylinders (Past usable life per NFPA standards)	No value
Fire	23	Scott 2216psi SCBA	No value
Fire	5	MSA 2216 SCBA	No value
Fire	18	Scott AV2000 Mask	No value
Fire	5	"Turnout" gear set	No value
Fire	1	2015 Ford F550 Vin# 1FDOW5HT3FEC65111	\$5,000
Maintenance	30 (approx.)	Traffic Signal Lights	\$400.00
Wastewater	1	Scrap Pile	\$100.00

BE IT FURTHER ORDAINED that Mayor Mike Danahay is authorized to dispose of the above-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
_____, 2021.

MIKE KOONCE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2021, 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 _____,
2021, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

This ordinance was adopted in December but when it was introduced in November the Southwest Daily News failed to publish the public notice that notified the public when the public hearing would be held. Therefore, we are starting over with introduction and public hearing held in February.

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE 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 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

ORDINANCE NO. M-C SERIES

ORDINANCE TO ALLOW PAUL AND MICHELLE KNOX, 211 WEST LINCOLN STREET, TO PLACE 2 RECREATIONAL VEHICLES ON PROPERTY WHILE HOME IS BEING REBUILT DUE TO HURRICANE LAURA.

WHEREAS, application has been received from Paul and Michelle Knox to place 2 recreational vehicles on their property while their home is being rebuilt due to Hurricane Laura.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby allow Paul and Michelle Knox to place 2 recreational vehicles on their property while their home is being rebuilt due to Hurricane Laura in accordance with Ordinance No.1693 M-C Series (d) for the following described property:

LOTS 13, 14, 15 AND 16, BLOCK 2, JOSEPH VERDINE SUBDIVISION,
RECORDS OF CALCASIEU PARISH, LOUISIANA

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

No work shall commence until all applicable permits are obtained. In the event work is commenced prior to obtaining all applicable permits, this Ordinance shall be withdrawn and considered null and void.

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur Louisiana, that they do hereby allow Paul and Michelle Knox to place 2 recreational vehicles on their property while their home is being rebuilt due to Hurricane Laura.

APPROVED AND ADOPTED by
the City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2021.

MIKE KOONCE, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2021, 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 _____, 2021, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



CITY OF SULPHUR APPLICATION FOR DEVELOPMENT APPROVAL

Date Received _____

~~-\$50.00 Fee (Non-Refundable)~~

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 Paul + Michelle Knox **DATE** 12/11/2020

PROPERTY OWNER INFORMATION

Name of Property Owner: Paul Bennett Knox + Michelle D.K. Knox
(Owner must provide proof of ownership such as property tax record or recorded deed)
 Mailing Address: 211 W. Lincoln St. Sulphur LA Email: _____
 Phone Number (H) _____ (W) _____ (C) 337 764-6440

PROPERTY INFORMATION

Location Address: 211 W. Lincoln St. Sulphur LA 70663
 Present Zoned Classification: _____

LEGAL DESCRIPTION FROM ABSTRACT OR TAX RECORD (PRINT NEATLY OR TYPE)
Lots 13, 14, 15 and 16, Block 2, Joseph Verdine Subdivision, Records of Calcasieu Parish, Louisiana

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 PK MKK

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

Zoning Change: From _____ To _____
 Purpose of Request: To place 2 RV's on lot until home is repaired

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: _____ **Date:** _____

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



Memo

To: Land Use Commissioners

From: Stacy Dowden
Director of Public Works

cc: Arlene Blanchard, Mayor Mike Danahay

Date: January 6, 2021

Re: 1. Resolution to allow Paul and Michelle Knox, 211 West Lincoln Street, to place 2 recreational vehicles on property while home is being repaired due to Hurricane Laura.

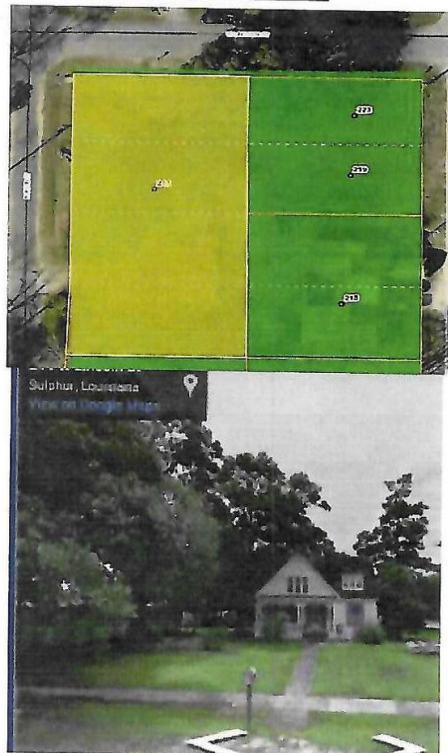
Application:

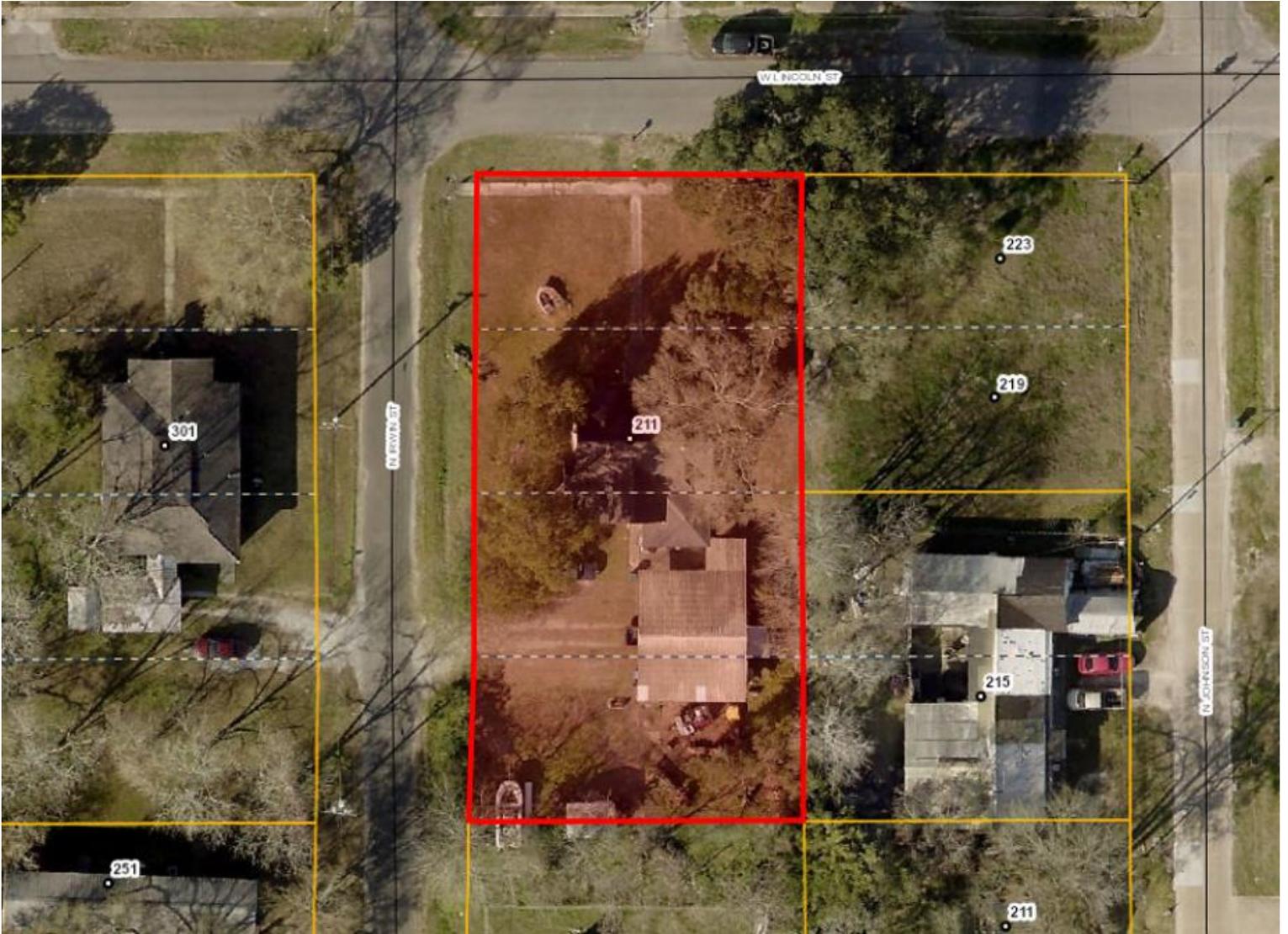
The applicant is requesting for two recreational vehicles on property due to hurricane damage to home.

Per Ordinance 1693 - Placement of Recreational Vehicle for Occupancy for a Related Family Member Due to Natural Disaster, Subsection A one recreational vehicle per lot.

- a) When a natural disaster occurs, a recreational vehicle may be placed either on a residential, mixed residential or industrial lot.

The applicant will need a separate water and sewer tap for each recreational vehicle on property if approved.









ORDINANCE NO. M-C SERIES

ORDINANCE GRANTING THE SUBDIVIDING OF LOTS TO RICKEY ROURK ENTERPRISES, INC., FOR PROPERTY LOCATED AT 240 PITRE STREET.

WHEREAS, in accordance with Chapter 18, Section 2 (c) and Appendix B, Article III, Part I, Section 1, (6) (c) and (e) of the Code of Ordinances of the City of Sulphur, application has been received from Rickey Rourk Enterprises, Inc. for property described as follows:

THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF THE WEST 150 FEET OF LOT SIX (6) OF THE LEBRUN SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4 OF NE/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP NINE (9) SOUTH, RANGE 10 (10) WEST, CALCASIEU PARISH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LYING SOUTH 88° 54' 25" EAST, A DISTANCE OF 30.00 FEET FROM THE NORTHWEST CORNER OF LOT SIX (6) OF THE LEBRUN SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4 OF NE/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP NINE (9) SOUTH, RANGE TEN (10) WEST, CALCASIEU PARISH, LOUISIANA;

THENCE SOUTH 88° 54' 25" FEET EAST, ALONG THE NORTH LINE OF SAID LOT SIX (6), FOR A DISTANCE OF 120.00 FEET;

THENCE SOUTH 00° 36' 27" WEST, 150.00 FEET EAST OF AN PARALLEL WITH THE WEST LINE OF SAID LOT SIX (6), FOR A DISTANCE OF 97.18 FEET;

THENCE NORTH 88° 54' 25" WEST, PARALLEL WITH THE NORTH LINE OF SAID LOT SIX (6), FOR A DISTANCE OF 43.96 FEET;

THENCE NORTH 00° 36' 27" EAST, FOR A DISTANCE OF 33.00 FEET;

THENCE NORTH 88° 54' 25" WEST, FOR A DISTANCE OF 68.06 FEET;

THENCE NORTH 44° 23' 33" WEST, FOR A DISTANCE OF 11.28 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF PITRE STREET;

THENCE NORTH 00° 36' 27" EAST, ALONG SAID RIGHT OF WAY LINE OF PITRE STREET, FOR A DISTANCE OF 56.27 FEET TO THE POINT OF BEGINNING;

HEREIN DESCRIBED TRACT CONTAINING 0119.97 SQUARE FEET, OR 0.209 ACRES, MORE OR LESS.

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

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

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

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

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant the subdividing of lots to Rickey Rourk Enterprises, Inc. for property located at 240 Pitre Street.

APPROVED AND ADOPTED by
City Council of the City of
Sulphur, Louisiana, on this _____
day of _____, 2021.

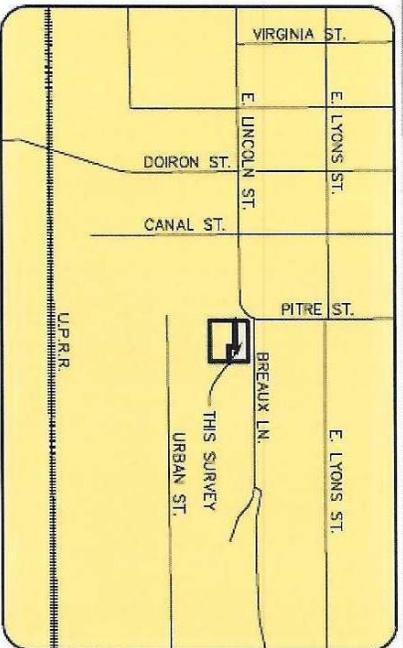
MIKE KOONCE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2021, 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 _____,
2021, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



VICINITY SKETCH
SCALE: NOT TO SCALE

SURVEY FOR: RICKY ROURE ENTERPRISES, INC.
DATE OF SURVEY: JANUARY 11, 2021

DESCRIPTION:

Proposed Mobile Home Site
That certain tract or parcel of land being a portion of the West 150 feet of Lot Six (6) of the Lebrun Subdivision of the Northeast Quarter (NE/4 of NE/4) of Section Thirty-four (34), Township Nine (9) South, Range Ten (10) West, Calcasieu Parish, Louisiana, being more particularly described as follows:

Beginning at a point lying South 88° 54' 25" East, a distance of 30.00 feet from the Northwest corner of Lot Six (6) of the Lebrun Subdivision of the Northeast Quarter of the Northeast Quarter (NE/4 of NE/4) of Section Thirty-four (34), Township Nine (9) South, Range Ten (10) West, Calcasieu Parish, Louisiana:

- Thence South 88° 54' 25" East, along the North line of said Lot Six (6), for a distance of 120.00 feet;
 - Thence South 00° 36' 27" West, 150.00 feet East of and parallel with the West line of said Lot Six (6), for a distance of 97.18 feet;
 - Thence North 88° 54' 25" West, parallel with the North line of said Lot Six (6), for a distance of 43.96 feet;
 - Thence North 00° 36' 27" East, for a distance of 33.00 feet;
 - Thence North 88° 54' 25" West, for a distance of 68.06 feet;
 - Thence North 44° 23' 33" West, for a distance of 11.28 feet to a point on the East right-of-way line of Pitre Street;
 - Thence North 00° 36' 27" East, along said East right-of-way line of Pitre Street, for a distance of 56.27 feet to the Point of Beginning.
- Herein described tract containing 9119.97 square feet, or 0.209 acres, more or less.

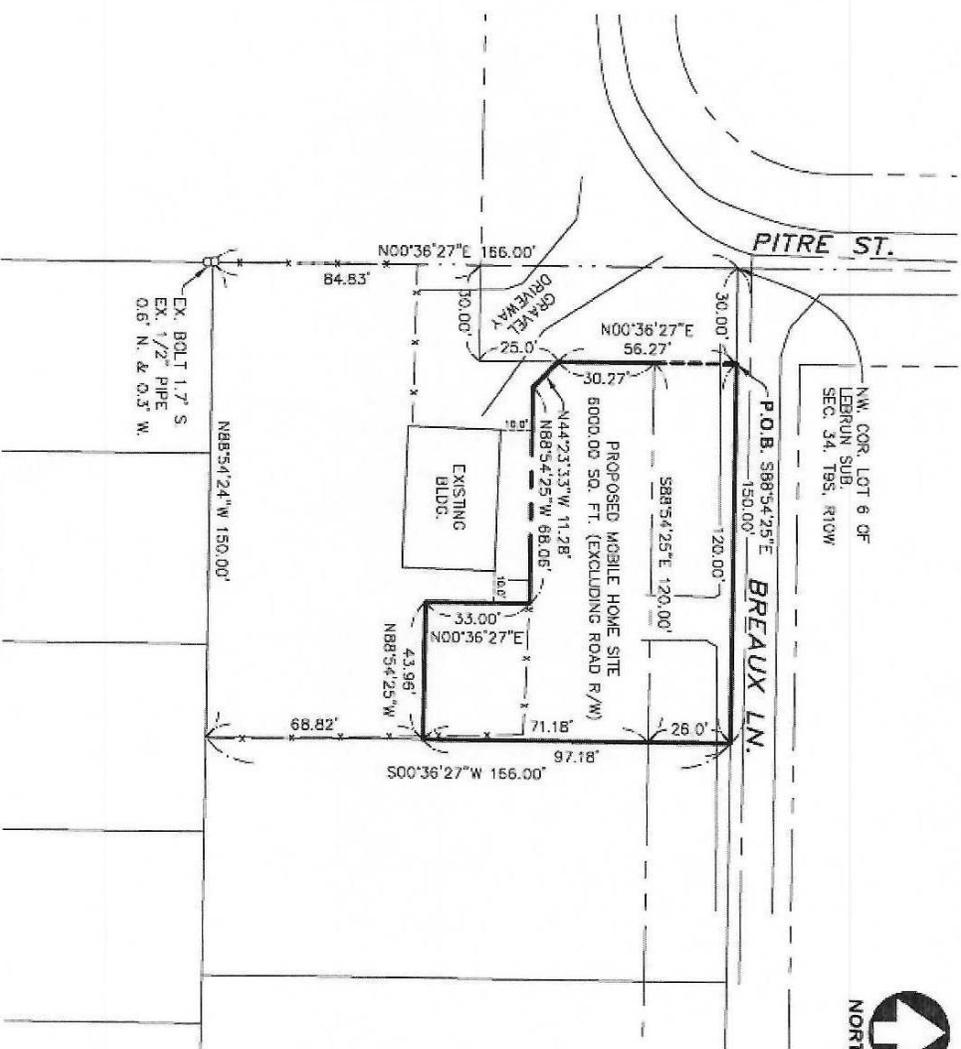
CERTIFICATION:

HEREBY CERTIFY THAT THE PLAT REPRESENTS AN ACTUAL FIELD SURVEY CONDUCTED IN ACCORDANCE WITH THE APPLICABLE STANDARDS OF PRACTICE FOR A CLASS "C" SURVEY AS STIPULATED IN "THE MANUAL STANDARDS FOR PROPERTY BOUNDARY SURVEYS", PUBLISHED BY THE LOUISIANA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.



Pelican Land Surveying, L.L.C.
A Professional Land Surveying Firm
PO Box 1747
Suiphur, LA 70664-1747
Phone/Fax 337-533-8116

[Signature]
DARREN B. SARGENT
LA. REG. NO. 4936



DETAIL SKETCH
SCALE: 1" = 40'

NOTE:

- 1) BEARINGS SHOWN HEREON ARE GRID BEARINGS ON THE LOUISIANA STATE PLANE COORDINATE SYSTEM AND ARE REFERENCED TO N.G.S. MONUMENT DESIGNATED "464 RESET", NAD83-2011
- 2) TITLE RESEARCH INFORMATION WAS NOT FURNISHED TO OR CONDUCTED BY THE SURVEYOR DURING THE PERFORMANCE OF THE SURVEY OR FOR PREPARATION OF THIS PLAT.
- 3) REFERENCE MAPS UTILIZED FOR THIS SURVEY:
 - A) BOUNDARY SURVEY FOR ETHAN MILLER, DATED DECEMBER 18, 2020, PREPARED BY PELICAN LAND SURVEYING, LLC.
 - B) EARL PERKINS SURVEY, DATED MARCH 12, 1957, PREPARED BY F. SHUTTS SONS.
- 4) CORNERS WERE NOT SET AT TIME OF SURVEY AT THE PROPERTY OWNERS REQUEST.

DRAWN BY: DSW
REV: 1/14/2021



CITY OF SULPHUR
APPLICATION FOR
DEVELOPMENT APPROVAL

Date Received 1-6-21

\$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 Autumn Rourke Brashear DATE 1/5/2020

PROPERTY OWNER INFORMATION

Name of Property Owner Rickey Rourke Enterprises, Inc. (Owner must provide proof of ownership such as property tax record or recorded deed)

Mailing Address: P.O. Box 2239 Sulphur, LA 70664 Email: rickeyrourke@hotmail.com

Phone Number (H) (W) (337) 625-3445 (C) (337) 302-9114

Location Address: Breax Ln (240 Pitre) Present Zoned Classification: Mixed Residential

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

See attached

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

REQUEST INFORMATION: REZONE, EXCEPTION, SUBDIVISION, BILLBOARD, PRE. PLAT, FINAL PLAT, DOES REZONE REQUIRE FENCING, NAME OF SUBDIVISION

Zoning Change: From To

Purpose of Request: Sub divide lot into 2 lots

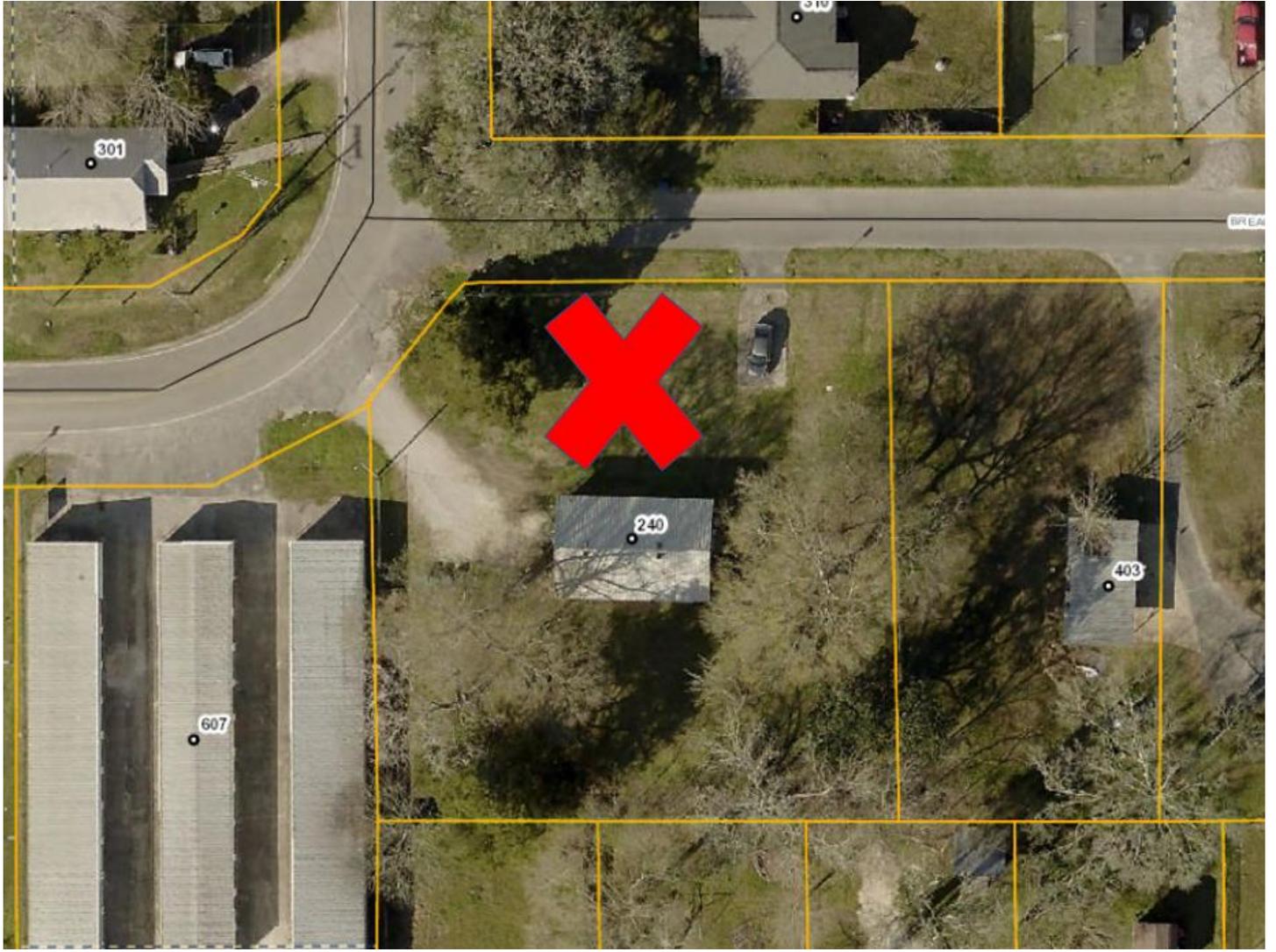
I do hereby understand that no petition for a change in the classification of property shall be filed unless such petition is duly signed and acknowledged by the owners of authorized agents of not less than fifty (50) percent of the area of land for which a change of classification is requested...

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: [Signature] Date: 1/5/2020

Table with 4 columns: Question, Yes, No, N/A. Contains 6 questions regarding site location, nuisance, road capacity, fire protection, development impact, and flood hazard area.







ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAY TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE STATE OF LOUISIANA FOR MAPLEWOOD DRIVE REHABILITATION.

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 enter into a Cooperative Endeavor Agreement with the State of Louisiana for Maplewood Drive Rehabilitation.

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 _____, 2021.

MIKE KOONCE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2021, 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 _____,
2021, 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

January 12, 2021

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

Re: Maplewood Drive Rehabilitation
(Calcasieu)
FP&C Project No. 50-MS9-15-01

Dear Mayor Danahay:

I am pleased to advise you that the referenced project has received State Capital Outlay funding. The Capital Outlay Act requires that appropriations for Non-State Entities be administered by the Office of Facility Planning and Control (FPC) under Cooperative Endeavor Agreements (CEA).

Enclosed please find two (2) duplicate original copies of the above referenced CEA. Please execute same on behalf of City of Sulphur, being careful to sign, witness (2), and date each agreement. Also enclosed for your records is a State Funding Summary.

Please note the following:

- Please verify that the name of the signatory on behalf of City of Sulphur is spelled correctly.
- FPC requires your Federal Tax Identification Number before it will process invoices for payment. Please verify that this number as shown on the State Funding Summary of Project Funding is correct.

After all the original documents are signed please forward a signed W-9 form and the two (2) duplicate original copies of the CEA to:

Denise Brumfield
Office of Facility Planning and Control
Post Office Box 94095
Baton Rouge, LA 70804-9095

When forwarding the documents, please include a copy of a Resolution designating an individual from City of Sulphur, to act on behalf of City of Sulphur, in all matters pertaining to this project, including certifying requests for State disbursements. This individual must be an official of City of Sulphur, and not a contracted consultant. This resolution is a prerequisite for the disbursement of State funds.

After all of the documents have been executed by all parties, a copy will be returned to City of Sulphur.

The **Non-State Capital Outlay Training Manual** is available online on the FPC website at <http://www.doa.la.gov/Pages/ofpc/Non-State/Non-State.aspx>. Click on Non-State Entity Capital Outlay Administrative Guidelines. You will need this guide as a reference during the CEA development process, as well as a continuing guide throughout the term of the project. The "**Capital Outlay Guidelines**" by reference will become part of the CEA between City of Sulphur and FPC. Please follow the directions as described in the cover letters of the material sent to you.

Please understand that while funding has been granted, City of Sulphur does **not** have full use of, nor statutory authority to spend or obligate any of the funds until such time as the CEA has been fully executed and all of the CEA's provisions met, including all contractual pre-approvals required by FPC's project manager.

If you have not already done so, please register with the State as a Vendor in order to receive funds. To do so, log-on to the FPC website at: <http://www.doa.la.gov/Pages/ofpc/Index.aspx> and under **Important Information**, click on **LaGov Vendor Self-Registration (Instructions)**. There you will find the information on how to self-register your entity. If you need help with the registration process, please call (225) 342-8010 or send an email to vendr_inq@la.gov.

If you have any questions, please feel free to contact Lyle Savant, 225-219-1154 or lyle.savant@la.gov.

Sincerely,



Denise Brumfield
Administrative Director

DB:sp

Enclosures

c: Meagan Sibley, via email w/attachments
Lyle Savant, via email w/attachments



**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE STATE OF LOUISIANA and
CITY OF SULPHUR
Maplewood Drive Rehabilitation
(Calcasieu)
FP&C Project No. 50-MS9-15-01**

In accordance with Article VII, Section 14 of the 1974 Constitution of the State of Louisiana (Constitution), the **STATE OF LOUISIANA** (State), herein represented by **MARK A. MOSES, DIRECTOR, OFFICE OF FACILITY PLANNING AND CONTROL (FP&C) OF THE DIVISION OF ADMINISTRATION (DOA)**, and **CITY OF SULPHUR** (Entity), a political subdivision of the State, herein represented by **MIKE DANAHAY, MAYOR** do hereby enter into a Cooperative Endeavor Agreement (Agreement) to serve the public for the purposes hereinafter declared.

ARTICLE I

1.1 WHEREAS, the Capital Outlay Act (Act), 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") attached hereto for reference only; 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

1.5 WHEREAS, the Act provides that all of the funds appropriated, in the absence of express language to the contrary, shall be considered as having been appropriated directly to FP&C and shall be administered by FP&C under Cooperative Endeavor Agreements;

IT IS HEREBY AGREED by the State and the Entity that:

**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.

3.2 If the Entity enters into a contract prior to receipt of funding and prior to execution of a Cooperative Endeavor Agreement, then payments under such contracts are prohibited from capital outlay appropriations and are the sole responsibility of the Entity.

3.3 The Entity hereby acknowledges and confirms that this Project constitutes a **Public Purpose** and will fulfill a public need within the parish in which the Project is to be located, all in accordance with Article VII, Section 14 of the Constitution.

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

4.1 The Entity hereby acknowledges and agrees that the funds provided by the State to the Entity shall be used solely for the purposes authorized and permitted in the Act and in accordance with all provisions of law affecting the Project, as well as the constitutional and statutory restrictions on the use of State funds for public purposes. The Entity acknowledges that any funds not used in accordance with the terms of this Agreement and state law will be reimbursed to the State.

4.2 The Entity shall not execute any contracts or agreements that would expend or commit State funds in excess of the amount for which lines of credit were granted pursuant to the Act. The Entity shall be solely responsible for any amount that exceeds the amount appropriated by the State.

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 V ADMINISTRATIVE COSTS

5.1 Notwithstanding any provision of this contract to the contrary, FP&C may use up to six percent of each State fund line item contained in the Funding Summary for costs associated with administering the Project, all in accordance with the provisions of the Act.

ARTICLE VI PUBLIC BID LAWS

6.1 The Entity will solicit bids for the services, labor and materials needed to construct said Project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, *et seq.*, applicable to political subdivisions of the State. The Entity will also keep a procurement file relative to the necessary acquisition of services, labor and materials needed to complete said Project which will be subject to review by the State at any time.

ARTICLE VII COORDINATION

7.1 It is the responsibility of the Entity to administer the Project according to all applicable laws, rules and regulations and to ensure that the work is the best obtainable within established trade practice. The submittal of documentation to FP&C as required by this Agreement shall be for the purpose of verifying that the funds are spent in accordance with this Agreement and the applicable legislation, providing evidence of the progress of the Project and verifying that such documentation is being produced. FP&C will not provide extensive document review for the Project or take the responsibility for determining whether or not this documentation is complete and accurate.

7.2 The participation by FP&C in the Project shall in no way be construed to make FP&C a party to any contract between the Entity and its contractors.

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 ("Committee") 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**

9.1 The Entity agrees and obligates itself, its successors and assigns to defend, indemnify and save harmless and provide a defense for the State, its officials, officers and employees against any and all claims, demands, suits, actions (*ex contractu, ex delictu*, quasi-contractual, statutory or otherwise), judgments of sums of money, attorney's fees and court costs to any party or third person including, but not limited to amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of the Entity or any of the above, growing out of, resulting from or by reason of any violation of the requirements of the Act and OBA or any other State law, or any negligent act or omission, operation or work of the Entity, its employees, servants, contractors or any person engaged upon or in connection with the engineering services, construction and construction engineering required or performed by the Entity hereunder including, but not limited to any omissions, defects or deficiencies in the plans, specifications or estimates, or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction or construction engineering cost incurred, or any other claim of whatever kind or nature arising from, out of or in any way connected with the Project, to the extent permitted by law.

9.2 Nothing herein is intended, nor shall be deemed to create a third party beneficiary to or for any obligation by FP&C herein or to authorize any third person to have any action against FP&C arising out of this Agreement.

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.

10.2 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity agrees to use its best efforts to expend all of the funds subject to this Agreement within two (2) years from the date of the issuance of the Project Bonds. FP&C agrees that it will notify the Entity of the date the Project Bonds are issued within one (1) month from the issuance thereof. The Entity understands and agrees that if the funds subject to this Agreement are not totally expended within two (2) years from the issuance of the Project Bonds, FP&C can close the Project and recommend that the Legislature reallocate any unexpended proceeds to other projects.

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 State 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 XII
INSURANCE

12.1 If State funds for this Project are used in whole or in part towards construction of fixed insurable improvements, then upon completion of construction, the Entity shall, for the term of this Agreement, maintain or cause to be maintained property insurance issued by a company or companies admitted to do business in the State of Louisiana, in an amount equal to 100% of the replacement cost of such improvements.

12.2 If the property is located in a Special Flood Hazard Area, flood insurance equal to 100% of the value of the building or up to a minimum of \$500,000 as allowed by National Flood Insurance Program (NFIP) shall be obtained on this property. This includes properties shown on a Flood Insurance Rate Map (FIRM) issued by FEMA as Zone A, AO, A1-30, AE, A99, AH, VO, V1-30, VE, V, ZM, or E.

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 XIV
TERM

14.1 The provisions of this Agreement shall be effective from the date of execution hereof and shall be binding upon all parties and shall remain in effect until FP&C determines that the project(s) for which funds are appropriated is completed or for as long as any Project Bonds issued for the Project, or any refunding bonds therefor, remain outstanding.

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.

15.2 FP&C may terminate this Agreement at any time without penalty by giving thirty (30) days written notice to the Entity of such termination. Entity shall be entitled to payment for deliverables in progress to the extent work has been approved by FP&C and subject to the availability of funds.

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 XVII
ASSIGNMENT

17.1 Entity shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the FP&C.

ARTICLE XVIII
AUDIT

18.1 As provided in the Act, the Entity agrees to comply with the provisions of R.S. 24:513. The Act provides that no funds shall be released or provided to the Entity if, when and for as long as the Entity fails or refuses to comply with R.S. 24:513.

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).

18.3 The Entity agrees to comply with the provisions of La. R.S 24:513 (H)(2)(a) and shall designate an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.

ARTICLE XIX
REQUIRED MATCH

19.1 Pursuant to LA R.S. 39:112(E)(2), Entity agrees to provide a match of not less than twenty-five (25) percent of the total requested amount of funding except as provided in LA R.S. 39:112(E)(2)(a) or (b).

ARTICLE XX
AMENDMENT OF AGREEMENT

20.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties.

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, 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 Section 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 _____, 2021,
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 _____, 2021,
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

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAY TO SIGN
COOPERATIVE ENDEAVOR AGREEMENT WITH THE CALCASIEU
PARISH WARD 4 MARSHAL'S OFFICE CONCERNING DONATION
OF PUBLIC SAFETY VEHICLE.

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 Cooperative Endeavor Agreement with the Calcasieu Parish Ward 4 Marshal's Office concerning donation of public safety vehicle.

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 _____, 2021.

MIKE KOONCE, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2021, 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 _____,
2021, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAY TO SIGN COOPERATIVE ENDEAVOR AGREEMENT WITH THE CALCASIEU PARISH POLICE JURY AND CALCASIEU PARISH WARD 4 MARSHAL'S OFFICE CONCERNING FUNDING OF SALARY, OPERATIONS, AND RELATED MATTERS.

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 Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury and Calcasieu Parish Ward 4 Marshal's Office concerning funding of salary, operations, and related matters.

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 _____, 2021.

MIKE KOONCE, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2021, 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 _____, 2021, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution awarding bid for the annual supply of Chlorine.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that bids for annual supply of Chlorine were opened and read aloud in an open and public bid session on Thursday, February 4, 2021 at 10:00 a.m. and bids were as follows:

<u>Company</u>	<u>Bid</u>
DXI	\$0.4245 PER/LB

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

<u>Company</u>	<u>Bid</u>
DXI	\$0.4245 PER/LB

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

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2021.

MIKE KOONCE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution authorizing the advertisement of bids for Bay Doors at the temporary location of Central Fire Department located at 604 Live Oak Street.

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 Bay Doors at the temporary location of Central Fire Department located at 604 Live Oak Street, said bids to be in accordance with the quantities and specifications on file with the City of Sulphur Purchasing Department located at 101 North Huntington Street, Sulphur LA 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 Bay Doors at the temporary location of Central Fire Department located at 604 Live Oak Street will be received by the Clerk of the Council until 10:00 a.m. on the 3rd day of March 2021, 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 8th day of March, 2021, 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 located at 101 North Huntington Street, Sulphur LA 70663 or online at BidXpress.

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2021.

MIKE KOONCE, Chairman

RESOLUTION NO. _____, M-C SERIES

Resolution accepting Substantial Completion for 2018 Water Line Upgrade.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby accept Substantial Completion for 2018 Water Line Upgrade.

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2021.

MIKE KOONCE, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

Certificate of Substantial Completion

Project: 2018 Water Line Upgrade

Owner: City of Sulphur

Engineer's Project No.: A8-17106-DA

Contract: 2018 Water Line Upgrade

This Certificate of Substantial Completion applies to:

All Work under the
Contract Documents:

The following specified portions of the
Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

Amended Responsibilities Not Amended

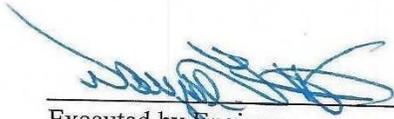
Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

All prior unresolved punch list items from prior project inspections are herein waived by the City of Sulphur contingent upon the R. D. Spell, Inc. acceptance and signature of Change Order No. 2 – Final Contract Reconciliation and Settlement.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.



Executed by Engineer

MEYER & ASSOCIATES, INC.

Date

FEBRUARY 2, 2021

Accepted by Contractor

R. D. SPELL, INC.

Date

Accepted by Owner

CITY OF SULPHUR

Date

Change Order NO. 2

FINAL CONTRACT RECONCILIATION & RESOLUTION

Date of Issuance: February 1, 2021 Effective Date: February 1, 2021

Project: 2018 Water Line Upgrades	Owner: City of Sulphur	Owner's Contract No.: WLU18
Contractor: R. D. Spell, Inc.		Date of Contract: January 15, 2019
Contract: 2018 Water Line Upgrades		Engineer's Project No.: A8-17106-DA

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

1. Reconciliation of approved actual final field installed construction quantities in accordance with the Construction Contract Agreement and Change Order No. 2 Attachment A. Total approved final contract installed value of \$1,141,462.29 with a net contract price change of -\$552,167.71.
2. City of Sulphur and R. D. Spell, Inc. agree to new contract line item amount of \$85,000 for resolution of all contract extra work claims in accordance with the terms and conditions of the City Attorney's letter to be issued separately from this Change Order document. Resultant resolution amount brings the total approved final contract value to \$1,226,462.29 with a net contract price change of -\$467,167.71. **R. D. Spell, Inc. herein agrees that in acceptance of this Change Order by signature, R. D. Spell, Inc. waives all claims past, present, or future as related to the work performed under this contract.**

Attachments (list documents supporting change):

Attachment A – Final Contract Quantity and Price Breakdown

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 1,667,630.00

Original Contract Times: Working days Calendar days

Substantial completion (days or date): 300

Ready for final payment (days or date): 345

Increase from previously approved Change Orders No. 0 to No. 1:

\$ 26,000.00

~~[Increase]~~ ~~[Decrease]~~ from previously approved Change Orders No. 0 to No. 1:

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Price prior to this Change Order:

\$ 1,693,630.00

Contract Times prior to this Change Order:

Substantial completion (days or date): 300

Ready for final payment (days or date): 345

Decrease of this Change Order:

\$ -\$467,167.71

~~Increase~~ ~~Decrease~~ of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Price incorporating this Change Order:

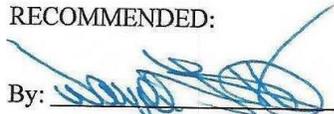
\$ 1,226,462.29

Contract Times with all approved Change Orders:

Substantial completion (days or date): 300

Ready for final payment (days or date): 345

RECOMMENDED:

By: 
Engineer (Authorized Signature)

Date: February 1, 2021

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

**CHANGE ORDER NO. 2 FINAL RECONCILIATION
ATTACHMENT A
CITY OF SULPHUR 2018 WATER LINE UPGRADES
A8-17106-DA**

Contract Line Item No.	Description of Contract Line Items	Current Contract Amounts				Net Quantity & Price Change		Revised Final Contract Amounts	
		Quantity	Unit	Cost per Unit	Total Cost Extension	Net Quantity Change	Net Total Contract Price Change	Revised Contract Quantity	Revised Contract Extension
202-02-A	Removal of Asphalt Roadway Pavement.	2,000	SY	\$14.00	\$28,000.00	-1,792.04	-\$25,088.56	207.96	\$2,911.44
202-02-B	Removal of Asphalt Driveways.	700	SY	\$14.00	\$9,800.00	-501.48	-\$7,020.72	198.52	\$2,779.28
202-02-C	Removal of Concrete Roadways.	1,000	SY	\$18.00	\$18,000.00	-787.11	-\$14,167.98	212.89	\$3,832.02
202-02-D	Removal of Roadway Concrete Combination Curb and Gutter.	500	LF	\$10.00	\$5,000.00	-379.25	-\$3,792.50	120.75	\$1,207.50
202-02-E	Removal of Concrete Walks and Driveways.	1,200	SY	\$15.00	\$18,000.00	-598.39	-\$8,975.85	601.61	\$9,024.15
203-09	Exploratory Excavation.	150	CY	\$40.00	\$6,000.00	-19.42	-\$776.80	130.58	\$5,223.20
401-01	Install Surface Stone Aggregate for Aggregate Driveway Repairs (Vehicular Measurement).	150	CY	\$75.00	\$11,250.00	-150.00	-\$11,250.00	0	\$0.00
402-01	Install Traffic Maintenance and Roadway Repair Base Aggregate Course as directed by the Engineer (Vehicular Measurement).	1,500	CY	\$75.00	\$112,500.00	-397.41	-\$29,805.75	1,102.59	\$82,694.25
701-01 (12"-15")	Remove and Replace Existing 12" to 15" Diameter RCP Storm Drainage Piping	200	LF	\$50.00	\$10,000.00	-146.00	-\$7,300.00	54	\$2,700.00
701-01 (18"-24")	Remove and Replace Existing 18" to 24" Diameter RCP Storm Drainage Piping	200	LF	\$60.00	\$12,000.00	-200.00	-\$12,000.00	0	\$0.00
701-02 (12"-15")	Remove and Replace Existing 12" to 15" Diameter Driveway Cross Drains with 12" to 15" Diameter A2000 PVC Profile Drainage Piping	400	LF	\$50.00	\$20,000.00	-400.00	-\$20,000.00	0	\$0.00

**CHANGE ORDER NO. 2 FINAL RECONCILIATION
ATTACHMENT A
CITY OF SULPHUR 2018 WATER LINE UPGRADES
A8-17106-DA**

Contract Line Item No.	Description of Contract Line Items	Current Contract Amounts				Net Quantity & Price Change		Revised Final Contract Amounts	
		Quantity	Unit	Cost per Unit	Total Cost Extension	Net Quantity Change	Net Total Contract Price Change	Revised Contract Quantity	Revised Contract Extension
701-02 (18"-24")	Remove and Replace Existing 18" to 24" Diameter Driveway Cross Drains with 12" to 15" Diameter A2000 PVC Profile Drainage Piping	100	LF	\$60.00	\$6,000.00	-100.00	-\$6,000.00	0	\$0.00
706-01-A	Install Concrete Walk (4" Thick).	225	SY	\$55.00	\$12,375.00	-6.76	-\$371.80	218.24	\$12,003.20
706-02-A	Install Concrete Drive (6" Thick).	975	SY	\$65.00	\$63,375.00	-697.14	-\$45,314.10	277.86	\$18,060.90
707-03	Install Roadway Concrete Combination Curb and Gutter.	500	LF	\$50.00	\$25,000.00	-379.25	-\$18,962.50	120.75	\$6,037.50
713-01	Temporary Signs and Barricades.	100%	Lump Sum	\$30,000.00	\$30,000.00	-20%	-\$6,000.00	80%	\$24,000.00
715-01	Install Top Soil as directed by the Engineer (Vehicular Measurement).	120	CY	\$30.00	\$3,600.00	-120.00	-\$3,600.00	0	\$0.00
724-02A	Install Street Pavement Patching (8" Thick) (Asphalt).	2,000	SY	\$90.00	\$180,000.00	-1,710.97	-\$153,987.30	289.03	\$26,012.70
724-02B	Install Driveway Pavement Patching (6" Thick) (Asphalt).	700	SY	\$85.00	\$59,500.00	-506.79	-\$43,077.15	193.21	\$16,422.85
724-02C	Install Street Pavement Patching (8" Thick) (Concrete).	1,000	SY	\$85.00	\$85,000.00	-824.60	-\$70,091.00	175.40	\$14,909.00
727-01	Mobilization.	100%	Lump Sum	\$100,000.00	\$100,000.00	0.00	\$0.00	100%	\$100,000.00
739-01	Furnish and Install Hydro-Seeding as directed by Engineer.	2	Acre	\$3,500.00	\$7,000.00	-2.00	-\$7,000.00	0.00	\$0.00
741a-01-4	Furnish and Install 4" PVC AWWA C-900 (DR 18) Water Main by Open Cut w/12 Gauge Tracer Wire.	140	LF	\$18.00	\$2,520.00	-122.00	-\$2,196.00	18.00	\$324.00
741a-01-6	Furnish and Install 6" PVC AWWA C-900 (DR 18) Water Main by Open Cut w/12 Gauge Tracer Wire.	11,440	LF	\$19.00	\$217,360.00	-1,392.80	-\$26,463.20	10,047.20	\$190,896.80

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ATTACHMENT A
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741a-01-8	Furnish and Install 8" AWWA PVC C-900 (DR 18) Water Main by Open Cut w/12 Gauge Tracer Wire.	100	LF	\$25.00	\$2,500.00	-100.00	-\$2,500.00	0	\$0.00
741a-03-2	Furnish and Install 2" PVC ASTM D2241 (DR 21) Water Main by Open Cut w/12 Gauge Tracer Wire.	100	LF	\$15.00	\$1,500.00	-85.00	-\$1,275.00	15.00	\$225.00
741a-11-6	Furnish and Install 6" AWWA C-906 Blue Stripe Polyethylene (PE) DIPS (DR-11) Water Main by Horizontal Directional Drilling Method (HDD) w/12 Gauge Trace Wire.	100	LF	\$66.00	\$6,600.00	1,272.00	\$83,952.00	1,372	\$90,552.00
741a-25-4	Jack and Bore Concrete or Asphalt Driveways for 4" AWWA PVC C-900 (DR 18) Water Main (PVC carrier pipe installation paid separately).	150	LF	\$40.00	\$6,000.00	-150.00	-\$6,000.00	0	\$0.00
741a-25-6	Jack and Bore Concrete or Asphalt Driveways for 6" AWWA PVC C-900 (DR 18) Water Main (PVC carrier pipe installation paid separately).	500	LF	\$50.00	\$25,000.00	-500.00	-\$25,000.00	0	\$0.00
741a-30-4	Furnish and Install 4" Gate Valve w/Valve Box & Precast Concrete Valve Pad.	1	Each	\$1,000.00	\$1,000.00	0.00	\$0.00	1	\$1,000.00
741a-30-6	Furnish and Install 6" Gate Valve w/Valve Box & Precast Concrete Valve Pad.	37	Each	\$1,100.00	\$40,700.00	1.00	\$1,100.00	38	\$41,800.00
741a-30-8	Furnish and Install 8" Gate Valve w/Valve Box & Precast Concrete Valve Pad.	2	Each	\$1,500.00	\$3,000.00	0.00	\$0.00	2	\$3,000.00
741a-31	Furnish and Install Gate Valve Stem Extension.	40	Vert Ft	\$150.00	\$6,000.00	-40.00	-\$6,000.00	0	\$0.00

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741a-33-4	Furnish and Install 4" Line Stop by Insertion Method as directed by the Engineer where required.	1	Each	\$8,000.00	\$8,000.00	1.00	\$8,000.00	2	\$16,000.00
741a-33-6	Furnish and Install 6" Line Stop by Insertion Method as directed by the Engineer where required.	1	Each	\$10,000.00	\$10,000.00	2.00	\$20,000.00	3	\$30,000.00
741a-35-4x4	Furnish and Install 4" x 4" x 4" Tapping Sleeve with Auxiliary Gate Valve w/Valve Box & Precast Concrete Valve Pad.	3	Each	\$1,600.00	\$4,800.00	-2.00	-\$3,200.00	1	\$1,600.00
741a-35-6x6	Furnish and Install 6" x 6" x 6" Tapping Sleeve with Auxiliary Gate Valve w/Valve Box & Precast Concrete Valve Pad.	10	Each	\$1,800.00	\$18,000.00	8.00	\$14,400.00	18	\$32,400.00
741a-35-8x8	Furnish and Install 8" x 8" x 8" Tapping Sleeve with Auxiliary Gate Valve w/Valve Box & Precast Concrete Valve Pad.	1	Each	\$2,400.00	\$2,400.00	-1.00	-\$2,400.00	0	\$0.00
741a-35-8x6	Furnish and Install 8" x 8" x 6" Tapping Sleeve with Auxiliary Gate Valve w/Valve Box & Precast Concrete Valve Pad.	4	Each	\$2,000.00	\$8,000.00	0.00	\$0.00	4	\$8,000.00
741a-37-6x2	Furnish and Install 6" x 6" x 2" Tapping Tee for new connection at intersection of N. Crocker Street and West Lincoln Street.	10	Each	\$1,000.00	\$10,000.00	-10.00	-\$10,000.00	0	\$0.00

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741a-38-6	Furnish and Install 6" 3-Way Fire Hydrant Assembly Complete with Auxiliary Valve, Valve Box and Valve Pad, 6" PVC Piping Spools, Tie Harness, Tie-Rods, Tracer Wire, and Concrete Thrust Blocking.	15	Each	\$4,000.00	\$60,000.00	1.00	\$4,000.00	16	\$64,000.00
741a-45-.75	Furnish and Install 3/4" SDR-9 PE Service Tubing by Open Cut.	1,800	LF	\$8.00	\$14,400.00	-30.00	-\$240.00	1,770	\$14,160.00
741a-45-1	Furnish and Install 1" SDR-9 PE Service Tubing by Open Cut.	100	LF	\$10.00	\$1,000.00	7.00	\$70.00	107	\$1,070.00
741a-45-.75-P	Furnish and Install 3/4" SDR-9 PE Service Tubing by Horizontal Directional Drilling (HDD) for Roadway Bore.	3,000	LF	\$14.00	\$42,000.00	-229.00	-\$3,206.00	2,771	\$38,794.00
741a-45-1-P	Furnish and Install 1" SDR-9 PE Service Tubing by Horizontal Directional Drilling (HDD) for Roadway Bore.	200	LF	\$15.00	\$3,000.00	-64.00	-\$960.00	136	\$2,040.00
741a-48-.75	Furnish and Install 3/4" New Service Assembly Without Meter, With Brass Ball Valve Curb Stop, Dual Check Valve, Couplings and Adapters, and New Plastic Meter Box.	185	Each	\$450.00	\$83,250.00	-8.00	-\$3,600.00	177	\$79,650.00
741a-48-1	Furnish and Install 1" New Service Assembly Without Meter, With Brass Ball Valve Curb Stop, Dual Check Valve, Couplings and Adapters, and New Plastic Meter Box.	10	Each	\$500.00	\$5,000.00	0.00	\$0.00	10	\$5,000.00

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741a-50-75	Connect New 3/4" Service Line to Existing Service Tubing in Public ROW.	180	Each	\$100.00	\$18,000.00	-13.00	-\$1,300.00	167	\$16,700.00
741a-50-1	Connect New 1" Service Line to Existing Service Tubing in Public ROW.	9	Each	\$200.00	\$1,800.00	3.00	\$600.00	12	\$2,400.00
741a-50-.75P	Connect New 3/4" Service Line to Existing Service Tubing on Private Property (Licensed Plumber Required).	5	Each	\$400.00	\$2,000.00	-5.00	-\$2,000.00	0.00	\$0.00
741a-50-1P	Connect New 1" Service Line to Existing Service Tubing on Private Property (Licensed Plumber Required).	1	Each	\$500.00	\$500.00	-1.00	-\$500.00	0.00	\$0.00
741a-59	Furnish and Install DIMJ Compact Fittings, Adapters, and Specials (inclusive of solid sleeves).	2	Tons	\$7,000.00	\$14,000.00	1.59	\$11,102.00	3.5860	\$25,102.00
741a-63-4	Furnish and Install 4" DIMJ Mega-Lug Joint Restainer Glands.	16	Each	\$100.00	\$1,600.00	-12.00	-\$1,200.00	4	\$400.00
741a-63-6	Furnish and Install 6" DIMJ Mega-Lug Joint Restainer Glands.	290	Each	\$100.00	\$29,000.00	50.00	\$5,000.00	340	\$34,000.00
741a-63-8	Furnish and Install 8" DIMJ Mega-Lug Joint Restainer Glands.	14	Each	\$125.00	\$1,750.00	-10.00	-\$1,250.00	4	\$500.00
741a-65-6	Furnish and Install 6" DIPS PE x MJ Harvey Adapters.	2	Each	\$500.00	\$1,000.00	10.00	\$5,000.00	12	\$6,000.00
741a-66-6	Furnish and Install 6" DIPS PE x PVC Harvey Adapters.	2	Each	\$500.00	\$1,000.00	0.00	\$0.00	2.00	\$1,000.00

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741a-67-2	Furnish and Install 2" Wet Connections for 2" Water Main including 2" Gate Valves with Valve Boxes, and 2" Fittings and Adapters as required where noted on Drawings or as directed by the Engineer (Contractor to field verify).	10	Each	\$1,100.00	\$11,000.00	-3.00	-\$3,300.00	7	\$7,700.00
741a-67-6	Furnish and Install Connection for new 6" Water Main or Gate Valve to Existing Plugged Dead End 6" Water Mains (inclusive of removal of restrained line plugs).	5	Each	\$1,000.00	\$5,000.00	5.00	\$5,000.00	10	\$10,000.00
741a-68-2	Furnish and Install Cap for 2" Water Main.	2	Each	\$250.00	\$500.00	-2.00	-\$500.00	0	\$0.00
741a-68-4	Furnish and Install DIMJ Plug for 4" Water Main.	5	Each	\$400.00	\$2,000.00	-5.00	-\$2,000.00	0	\$0.00
741a-68-6	Furnish and Install DIMJ Plug for 6" Water Main.	19	Each	\$450.00	\$8,550.00	11.00	\$4,950.00	30	\$13,500.00
741a-68-8	Furnish and Install DIMJ Plug for 8" Water Main.	3	Each	\$500.00	\$1,500.00	-1.00	-\$500.00	2	\$1,000.00
741a-74	Furnish and Install Granular Pipe Beddings only as directed and approved by the Engineer where required.	500	CY	\$35.00	\$17,500.00	-500.00	-\$17,500.00	0	\$0.00

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741a-75	Furnish and Install Select Trench Backfill only as directed and approved by the Engineer where required.	400	CY	\$20.00	\$8,000.00	-400.00	-\$8,000.00	0	\$0.00
741a-80	Fill Abandoned Water Lines with Grout	55,000	In Ln Ft	\$1.50	\$82,500.00	-55,000.00	-\$82,500.00	0	\$0.00
741a-82	Concrete Thrust Blocks.	85	CY	\$200.00	\$17,000.00	-41.50	-\$8,300.00	43.50	\$8,700.00
S-001	Saw Cutting of Pavement.	25,000	In Ln Ft	\$1.00	\$25,000.00	-5,129.50	-\$5,129.50	19,870.50	\$19,870.50
S-002	Remove and Salvage Existing Fire Hydrants.	8	Each	\$500.00	\$4,000.00	2.00	\$1,000.00	10	\$5,000.00
S-003	Remove and Replace Mailboxes.	50	Each	\$200.00	\$10,000.00	-10.00	-\$2,000.00	40	\$8,000.00
C1-741A-45-2	Furnish and Install 2"SDR-9 PE Service Tubing by Open Cut.	50	LF	\$15.00	\$750.00	22.00	\$330.00	72	\$1,080.00
C1-741A-45-2-P	Furnish and Install 2"SDR-9 PE Service Tubing by Horizontal Directional Drilling (HDD) for Roadway Bore.	100	LF	\$20.00	\$2,000.00	-1.00	-\$20.00	99	\$1,980.00
C1-741A-48-.75	Furnish and Install 3/4" New Service to Include Additional Assembly Parts to Accommodate Future Installation of Water Meters	185	Each	\$50.00	\$9,250.00	-39.00	-\$1,950.00	146	\$7,300.00

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C1-741A-48-1	Furnish and Install 1" New Service to Include Additional Assembly Parts to Accommodate Future Installation of Water Meters	10	Each	\$50.00	\$500.00	-4.00	-\$200.00	6	\$300.00
C1-741A-48-2	Furnish and Install 2" New Service to Include Additional Assembly Parts to Accommodate Future Installation of Water Meters	4	Each	\$1,000.00	\$4,000.00	1.00	\$1,000.00	5	\$5,000.00
C1-741A-50-2	Installation of 2" Service Line Tie-in to Existing Service Tubing on Public ROW	3	Each	\$300.00	\$900.00	9.00	\$2,700.00	12	\$3,600.00
C1-741A-50-2-P	Installation of 2" Service Line Tie-in to Existing Service Tubing on Private Property (Licensed Plumber Required)	1	Each	\$600.00	\$600.00	-1.00	-\$600.00	0	\$0.00
C1-ADA	Installation of ADA Compliant Handicap Sidewalk Ramps	4	Each	\$2,000.00	\$8,000.00	3.00	\$6,000.00	7	\$14,000.00
	Total Reconciled Contract Amounts				\$1,693,630.00		-\$552,167.71		\$1,141,462.29
C2 Resolution of Work Items Claimed Since Partial Pay Est. No. 15	Final Attorney's Resolution Settlement Amount of Extra Work Claims Since Partial Pay Estimate No. 15.				\$0.00		\$85,000.00		\$85,000.00
	TOTAL FINAL CONTRACT AMOUNT				\$1,693,630.00		-\$467,167.71		\$1,226,462.29