

NOTICE.....The City Council meetings will temporarily be held at 1551 East Napoleon Street.

AGENDA
SULPHUR CITY COUNCIL MEETING
MONDAY, FEBRUARY 13, 2023, AT 5:30 P.M.

THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL **MONDAY, FEBRUARY 13, 2023, AT 5:30 P.M.**, IN THE COUNCIL CHAMBERS LOCATED AT 1551 EAST NAPOLEON 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 presented to Cynthia Beverly, Program Coordinator, Sulphur Senior Center. I-01 (Melinda Hardy)
2. Extension for temporary housing in recreational vehicles due to damage caused by Hurricane Laura for the following addresses:

(Living in RV after 1 year)
 - a. To extend temporary housing in a recreational vehicle located at 1906 Diane Drive in accordance with Ordinance No. 1693, M-C Series.
3. RULE TO SHOW CAUSE for the condition of the following addresses:
 - a. To condemn building or structure located at 2815 Mary Ann Street, in accordance with Article IX, Section 5-286 through 5-296. (Joy Abshire)
4. PUBLIC HEARING on ordinance zoning property to Residential for Johnny Morgan, Sr., 205 Mathew Street. ORD10-23 (Melinda Hardy)
5. PUBLIC HEARING on ordinance granting a rezone to Joseph Ripley, 216 Vincent Lane, from Mixed Residential to Business, to allow for company vehicles and equipment. ORD11-23 (Mayor Danahay)

6. PUBLIC HEARING on ordinance amending Ordinance No. 435, M-C Series – Master Sales and Use Tax ordinance – (*amending definitions*).
ORD12-23 (Mayor Danahay)
7. PUBLIC HEARING on ordinance authorizing Mayor Danahay to sign Cooperative Endeavor Agreement with State of Louisiana to bore 120 feet of 12-inch water main under main drainage lateral at Louis Alleman Road. ORD13-23 (Mayor Danahay)
8. PUBLIC HEARING on ordinance declaring certain surplus movable property of the City of Sulphur and providing for the disposal thereof. ORD14-23 (Mayor Danahay)
9. INTRODUCTION OF ORDINANCE amending Chapter 5, Section 21 of the Code of Ordinances of the City of Sulphur to adopt the 2021 International Building Code.
ORD15-23 (Mayor Danahay)
10. INTRODUCTION OF ORDINANCE amending Chapter 9, Section 21 of the Code of Ordinances of the City of Sulphur to adopt the International Fire Code.
ORD16-23 (Mayor Danahay)
11. INTRODUCTION OF ORDINANCE amending Chapter 24, Section 11 of the Code of Ordinances of the City of Sulphur – Stormwater Definitions.
ORD17-23 (Mayor Danahay)
12. INTRODUCTION OF ORDINANCE amending Chapter 24 of the Code of Ordinances of the City of Sulphur to provide for Section 12 – Applicability.
ORD18-23 (Mayor Danahay)
13. INTRODUCTION OF ORDINANCE amending Chapter 24 of the Code of Ordinances of the City of Sulphur to provide for Section 13 – Ultimate Responsibility of Discharger. ORD19-23 (Mayor Danahay)
14. INTRODUCTION OF ORDINANCE amending Chapter 24, Section 26 of the Code of Ordinances – Specific Prohibitions and Requirements (to provide for subsections G - J). ORD20-23 (Mayor Danahay)
15. INTRODUCTION OF ORDINANCE amending Chapter 24, Section 40 of the Code of Ordinances of the City of Sulphur – General Requirements.
ORD21-23 (Mayor Danahay)
16. INTRODUCTION OF ORDINANCE amending Chapter 24 of the Code of Ordinances of the City of Sulphur to provide for Section 43 – Authorization to Adopt and Impose BMPs. ORD22-23 (Mayor Danahay)

17. INTRODUCTION OF ORDINANCE amending Chapter 24, Section 56 of the Code of Ordinances of the City of Sulphur – Grading Permit Fees.
ORD23-23 (Mayor Danahay)
18. INTRODUCTION OF ORDINANCE amending Chapter 24 of the Code of Ordinances of the City of Sulphur to provide for Section 58 – Control Measures.
ORD24-23 (Mayor Danahay)
19. RESOLUTION awarding low bid received for asphalt and chemicals for the City of Sulphur. RES06-23 (Mayor Danahay)
20. RESOLUTION awarding low bid received for Sulphur Law Enforcement Center Storm Repairs. RES07-23 (Mayor Danahay)
21. RESOLUTION authorizing the advertisement of bids for North Water Treatment Improvement Program – Removal and Replacement of Pressure Filters.
RES08-23 (Mayor Danahay)
22. RESOLUTION awarding Request for Proposals for Debris Removal and Debris Monitoring and Management following a natural or manmade disaster.
RES09-23 (Mayor Danahay)
23. RESOLUTION authorizing the advertisement of bids for Sulphur Regional Wastewater Treatment Facility Phase 2 SBR Process Improvements and Hurricane Laura Damage Repairs DR4559-LA FEMA CAT E-Construction
RES10-23 (Mayor Danahay)
24. RESOLUTION accepting Substantial Completion for the Sulphur Wastewater Plant Phase I SBR Process Improvement – Installation of Decant Control Butterfly Valves.
RES11-23 (Mayor Danahay)
25. Consideration of going into Executive Session to discuss the following claims:

Justin S. Lyons – Claim Number 22ALPD58667
Norman Parker – Claim Number 22ALPD58684
Sean Smith - Claim Number 21EL58612
26. RESOLUTION approving proposed settlement and authorizing Mayor Danahay to settle the following claim RES12-23 (Mayor Danahay):

Justin S. Lyons – Claim Number 22ALPD58667
27. RESOLUTION approving proposed settlement and authorizing Mayor Danahay to settle the following claim RES13-23 (Mayor Danahay):

Norman Parker – Claim Number 22ALPD58684

28. RESOLUTION approving proposed settlement and authorizing Mayor Danahay to settle the following claim RES14-23 (Mayor Danahay):

Sean Smith - Claim Number 21EL58612

29. 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 13, 2023, at 5:30 p.m. in the Council Chambers located at 1551 East Napoleon 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 337-527-4571, describing the assistance that is necessary.

NEED MOTION/SECOND TO AMEND. IT WAS CHANGED SINCE IT WAS INTRODUCED

ORDINANCE NO. _____ M-C SERIES AS AMENDED

ORDINANCE ZONING PROPERTY TO ~~BUSINESS~~ **RESIDENTIAL** FOR JOHNNY MORGAN, SR., 205 MATHEW STREET, ~~WITH AN EXCEPTION TO ALLOW FOR A MOBILE HOME.~~

WHEREAS, at the time zoning was adopted in 2003 this property erroneously did not get zoned.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby zone the following described property to ~~Business~~ Residential **with the following stipulation:** ~~with an Exception:~~

COM NE COR LOT 1 BLK 8 OTS SULPHUR TH W 150 FT N 50 FT ETC
REF1- SUPPLEMENTAL ROLL SULPHUR ORDINANCE #132 (1992)

- Prior to issuing any permits, the following items shall be removed from the adjacent property:

One mobile home that is not secure, two campers with no plates, one accessory building with no roof, one car with no plates, and one car cover that has severe lean.

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

Upon approval of this zoning the owner of this resolution shall be responsible for the recordation thereof, with the Clerk of Court, Calcasieu Parish, Louisiana, and shall provide the City of Sulphur a receipt evidencing recordation within 10 days of the effective date of this variance.

No work shall commence until all applicable permits are obtained. In the event work is commenced prior to obtaining all applicable permits, this resolution 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 zone property to ~~Business~~ **Residential** for Johnny Morgan, Sr., 205 Mathew Street, with the above stipulation. ~~an Exception to allow for a mobile home.~~

APPROVED AND ADOPTED by
the City Council of the City of the
City of Sulphur, Louisiana, on this
_____ day of _____, 2022.

MANDY THOMAS, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this ____ day of _____, 2023, 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 _____, 2023, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk



MEMORANDUM

To: City Council
From: Austin Abrahams 
Public Works Director, Land Use Administrator
cc: Arlene Blanchard, Mayor Mike Danahay
Date: 1-31-2022
RE: 4. Zoning of previously vacated right-of-way property South of 205 Mathew Street to Residential.

Summary of Recommendation:

No objection to zone the subject property to Residential.

Application:

4. Public Hearing on ordinance zoning property to Residential for Johnny Morgan, Sr., 205 Mathew Street.

Situation:

Currently, the subject lot does not have a zoning classification. Applicant is wanting to build an accessory structure and eventually a primary structure. Zoning this lot to Residential would not allow for a Manufactured Home as primary structure.





Findings:

In accordance with Article III, Part 2, Section 5(3) of the Land Use Ordinance the application has been reviewed. The following findings are offered for your consideration:

1. Adjacent lots to the North are zoned Business and are owned by the applicant. Also, the adjacent lot to the South is owned by the applicant and is zoned Residential
2. Existing property on the applicants lot are the following: one mobile home that is not secure, two campers with no plates, one accessory building with no roof, one car with no plates, one car cover that has severe lean

Recommendation:

Based on the above findings, no objection is offered to the requested rezone.

The following stipulations are suggested:

1. Applicant shall remove the existing property listed in the findings, prior to issuing any permits



CITY OF SULPHUR
APPLICATION FOR

DEVELOPMENT APPROVAL

Date Received

12/9/22

\$50.00 Fee (Non-Refundable)

(Exact cash or check only)

free (was never zoned)

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

DATE

PROPERTY OWNER INFORMATION

Name of Property Owner Johnny Morgan Sr.

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

Mailing Address: P.O. Box 701 City: Sulphur State: LA Email:

Physical Address: 205 Mathew St. City: Sulphur State: LA

Phone Number (H) N/A (W) 520-2661 (C) 287-6234

PROPERTY INFORMATION

Location Address: 205 Mathew

Present Zoned Classification: Not zoned

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

COM NE COR LOT 1 BLK B OTS SULPHUR TH W 150 FT N 50 FT
ETC REF 2-Supplemental Roll Sulphur Ordinance 132 - 1992

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 JAM

REQUEST INFORMATION

☒ REZONE

☐ EXCEPTION

☐ SUBDIVISION

☐ BILLBOARD

☐ PRE. PLAT

☐ FINAL PLAT

☐ DOES REZONE REQUIRE FENCING

NAME OF SUBDIVISION

Zoning Change: From To

Purpose of Request: Property wasn't zoned in 2003 when zoning was adopted. I want to zone property to Business with an Exception to place a mobile home

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:

12/6/22

1. Is site located within the City Limits?

Yes

No

N/A

2. Will the proposed use be a nuisance to the surrounding area because of odors, vibrations, unsightly areas or other unwarranted elements?

3. Is the capacity of the road and off-street parking facilities adequate for use by the proposed development?

4. Will the location be served by a fire protection?

5. Can the proposed development be expected to adversely affect the character/aesthetics of the area involved?

6. Is property within a designated flood hazard area?

Flood zone classification bfe X ft.



AN ORDINANCE to revoke the dedication of a portion of West Thomas Street as a public street in the City of Sulphur.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SULPHUR, LOUISIANA, IN regular session convened that:

Section 1: It is determined by the City Council that there is no need to retain the dedication of a certain portion of West Thomas Street as a public street, and that it is in the public interest to revoke the dedication of said portion of West Thomas Street.

Section 2: The City of Sulphur does hereby revoke the dedication of a portion of West Thomas Street as a public street which portion is more particularly described as follows, to-wit:

Commencing at the Northeast corner of Lot 1 of Block 8 of the TOWN OF SULPHUR, Louisiana, as per plat recorded in Conveyance Book 27, at page 67 of the records of Calcasieu Parish, Louisiana, thence West 150 feet, thence North 50 feet, thence East 150 feet, thence South 50 feet to the point of commencement.

BE IT FURTHER ORDAINED That this Ordinance shall become effective ten (10) days after publication.

APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana, on this 11th day of May, 1992.

Robert N. Davidson
ROBERT N. DAVIDSON

I HEREBY CERTIFY that the foregoing ordinance has been presented to the Mayor on this 14th day of May, 1992, at 8:52 o'clock A.m.

Bridget Farris
BRIDGET FARRIS, CLERK

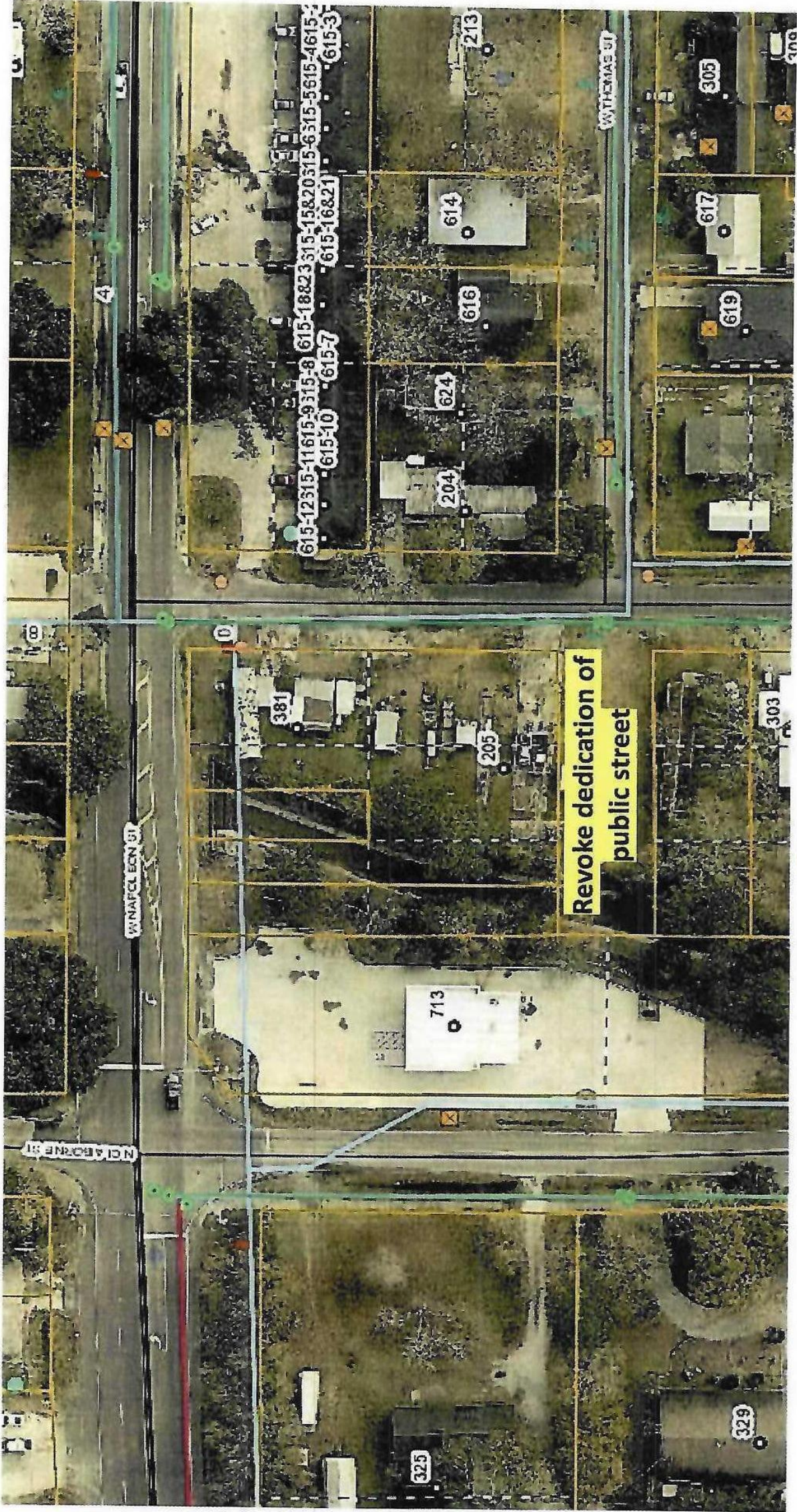
I HEREBY CERTIFY that I have received from the Mayor at 2:00 o'clock P.m. on this 15th day of May, 1992, the foregoing Ordinance which has been approved/vetoed by the Mayor.

Bridget Farris
BRIDGET FARRIS, CLERK

APPROVED

Charles H. Reed
CHARLES H. REED - MAYOR
DATE: 5-14-92

N

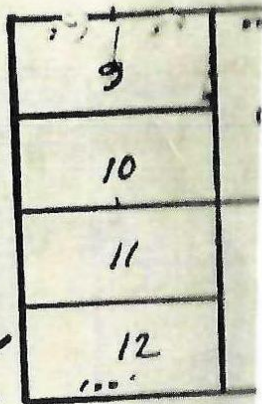
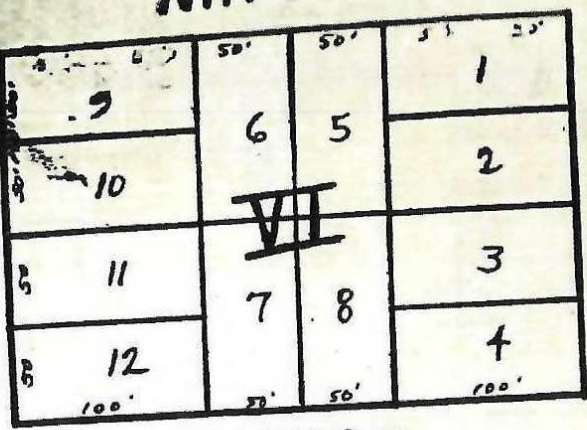


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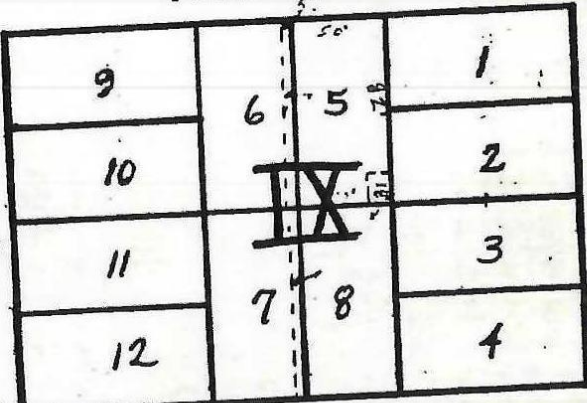
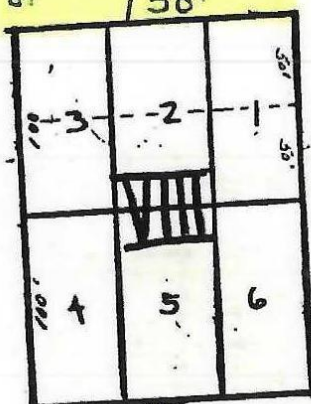
NAPOLEON

(OR MATHREW)

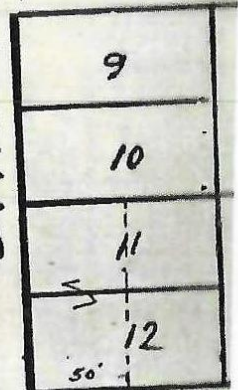


THOMAS

STREET

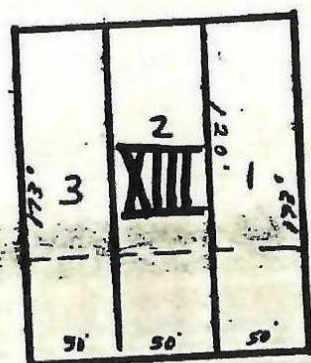


STREET

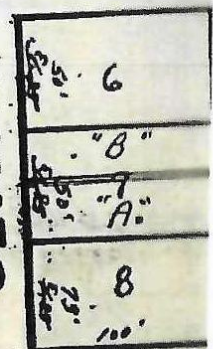


ELIZABETH

FIRST



SECOND



S

W

SIMPHER

ORDINANCE NO. M-C SERIES

ORDINANCE GRANTING A REZONE TO JOSEPH RIPLEY, 216 VINCENT LANE, FROM MIXED RESIDENTIAL TO BUSINESS TO ALLOW FOR COMPANY VEHICLES AND EQUIPMENT.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to Joseph Ripley, 216 Vincent Lane, from Mixed Residential to Business to allow for company vehicles and equipment on the following described property:

BEG 140 FT E AND 300 FT S OF INTERSECTION W/L SE NW 36.9.10 AND HWY 90, S 50 FT W 140 FT ETC BEING LOT 21 S ELLENDER SUB

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

Upon approval of this rezone the owner of this rezone 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 rezone.

No work shall commence until all applicable permits are obtained. In the event work is commenced prior to obtaining all applicable permits, this rezone 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 grant a rezone to Joseph Ripley, 216 Vincent Lane, from Mixed Residential to Business to allow for company vehicles and equipment.

APPROVED AND ADOPTED by
the City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2023.

MANDY THOMAS, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2023, 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 _____, 2023, 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)

(Exact cash or check only)

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

Brenda Ripley

DATE

12/30/22

PROPERTY OWNER INFORMATION

Name of Property Owner

Joseph Ripley

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

Mailing Address:

2316 Keene Dr. Sulphur

City:

State:

La Email: Suzie.cute42@yahoo.com

Physical Address:

2316 Keene Drive

City:

Sulphur

State:

La

Phone Number (H)

(W)

337-226-9400

(C)

337-222-1748

PROPERTY INFORMATION

Location Address:

216 Vincent Lane Sulphur, La.

Present Zoned Classification:

Residential

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

BEG 170 FT E and 300 FT S of Intersection w/ SE NW 36 9 10 AM HWY 90. 550 FT W 140 FT ECT Being LOT 215 ELLENDER SUB

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

JR

REQUEST INFORMATION

☒ REZONE

☐ EXCEPTION

☐ SUBDIVISION

☐ BILLBOARD

☐ PRE. PLAT

☐ FINAL PLAT

☒ DOES REZONE REQUIRE FENCING

NAME OF SUBDIVISION

Zoning Change: From

Mixed Residential

To

Business

Purpose of Request:

Put Company Vehicles And Equipment

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:

Brenda Ripley

Date:

12/30/22

1. Is site located within the City Limits?

Yes

No

N/A

2. Will the proposed use be a nuisance to the surrounding area because of odors, vibrations, unsightly areas or other unwarranted elements?

Yes

No

N/A

3. Is the capacity of the road and off-street parking facilities adequate for use by the proposed development?

Yes

No

N/A

4. Will the location be served by a fire protection?

Yes

No

N/A

5. Can the proposed development be expected to adversely affect the character/aesthetics of the area involved?

Yes

No

N/A

6. Is property within a designated flood hazard area?

Yes


No

N/A

Flood zone classification _____ bfe _____ ft.



MEMORANDUM

To: Board of Zoning and Land Use Commission
From: Austin Abrahams 
Public Works Director, Land Use Administrator
cc: Arlene Blanchard, Mayor Mike Danahay
Date: 1/4/2022
RE: Rezone 216 Vincent Lane from Mixed Residential to Business

Summary of Recommendation:

No objection is offered to the rezone request.

Application:

Resolution granting a rezone to Joseph Ripley, 216 Vincent Lane, from Mixed Residential to Business, to allow for company vehicles and equipment.

Situation:

Due to complaints from residents in the immediate neighborhood, City personnel proceeded to inspect the subject lot. Upon inspection, the City verified the applicant was storing company vehicles and equipment on his lot adjacent to 2316 Keene Drive. Due to the lot being zoned Residential and completely within a regulatory flood-way, a meeting was set up with the applicant to discuss the ongoing noncompliance issues. It was determined that the vehicles and equipment were to be removed, and the next best alternative location is the subject lot.





Findings:

In accordance with Article III, Part 2, Section 5(3) of the Land Use Ordinance the application has been reviewed. The following findings are offered for your consideration:

1. The adjacent parcels to the North, South and West are zoned Business, across the street is Mixed Residential. There is a residential use on lot to the North and East (across the street). A privacy fence is required along these lot lines.
2. Shall comply with the Unnecessary Noise Ordinance Section 8.1

Recommendation:

Based on the above findings, no objection is offered to the requested rezone.

The following stipulations are suggested:

1. No utility connections allowed on RV

Construction and repairing of buildings. The erection (including excavating), demolition, alteration or repair of any building in any residential, mixed residential, mobile home, business, commercial or industrial district or section or the excavation of streets or highways in any residential, mixed, residential, mobile home, business, commercial or industrial district or section other than between the hours of 7:00 a.m. and 9:00 p.m., except in case of urgent necessity, in the interest of public health and safety, and then only with a permit from the mayor, which permit may be granted for a period not to exceed thirty (30) days while the emergency continues. If the mayor should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways between the hours of 9:00 p.m. and 7:00 a.m., and if he shall further determine that loss or inconvenience would result to any party in interest, he may grant permission for such work to be done between the hours of 9:00 p.m. and 7:00 a.m. upon the application being made either at the time the permit for the work is awarded or during the progress of the work.

- (9) *Schools, courts, churches, hospitals.* The creation of any excessive noise on any street adjacent to any school, institution of learning, church or court, while the same are in use, or adjacent to any hospital, which unreasonably interferes with the working of such institution or which disturbs or unduly annoys patients in a hospital.
- (10) *Loading, unloading.* The creation of a loud and excessive noise in connection with the loading or unloading of any vehicle or the opening and destruction of bales, boxes, crates or containers.
- (11) *Drums, loudspeakers.* The use of any drum, loudspeaker or other instrument or device for the purpose of attracting attention, by creation of noise, to any performance, show, sale or display of merchandise.
- (12) *Loudspeakers on trucks.* The use of mechanical loudspeakers or amplifiers on trucks or other moving or standing vehicles for advertising or other purposes.
- (13) *Loudspeakers for advertising.* The use or operation or the causing to be used or operated, in front of or outside of any building, place or premises, or through any window, doorway or opening of such building abutting upon the public street, or upon any public street, of any device or apparatus for tapping windows or for amplifying sound from any radio or phonograph, or of any sound reproducing device.
- (14) *Hawkers, peddlers and vendors.* The shouting or crying of peddlers, hawkers and vendors which disturbs the peace and quiet of the neighborhood.
- (15) *Emergency signaling devices.*
 - a. Except in cases of emergency, the intentional sounding of any alarm between the hours of 10:00 p.m. and 7:00 a.m.
 - b. The testing of any alarm for a period in excess of sixty (60) seconds at any time.
 - c. The testing of a complete emergency signaling system, including the signaling device and the personnel response to the calendar month and sounding of said emergency signaling for a period in excess of fifteen (15) minutes.









ORDINANCE NO. _____, M-C SERIES

ORDINANCE AUTHORIZING MAYOR DANA HAY TO SIGN COOPERATIVE ENDEAVOR AGREEMENT WITH STATE OF LOUISIANA TO BORE 120 FEET OF 12-INCH WATER MAIN UNDER MAIN DRAINAGE LATERAL AT LOUIS ALLEMEN ROAD.

WHEREAS, the State of Louisiana has allocated One Hundred Ninety-Eight Thousand, Five Hundred Thirty-Five & 13/100 (\$198,535.13) for public purpose described as: Repair and extend life of leaking 12-inch water main that is routed below a main drainage lateral; To increase reliability of distributing clean water to homes and businesses; To mitigate the risk of damage to bridge revetment and foundation.

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 State of Louisiana to bore 120 feet of 12-inch water main under main drainage lateral at Louis Alleman Road.

BE IT FURTHEREST 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 _____, 2023.

MANDY THOMAS, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2023, 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 _____, 2023, the foregoing ordinance which has approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

STATE OF LOUISIANA
COOPERATIVE ENDEAVOR AGREEMENT
(Line Item Appropriation)

THIS COOPERATIVE ENDEAVOR, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as "State" and/or "Agency" and City of Sulphur officially domiciled at 101 N. Huntington St. Sulphur, LA 70663, hereinafter referred to as "Contracting Party".

ARTICLE I

WITNESSETH:

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

1.2 WHEREAS, Act 170 of 2022 Regular Legislative Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 170 contains a line item appropriation within the Agency's budget for the benefit of City of Sulphur of which the sum of **ONE HUNDRED NINETY-EIGHT THOUSAND, FIVE HUNDRED THIRTY-FIVE & 13/100 (\$198,535.13) DOLLARS** has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;

1.3 WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation of the project as hereinafter provided;

1.4 WHEREAS, the public purpose is described as: Repair and extend life of leaking 12-inch water main that is routed below a main drainage lateral; To increase reliability of distributing clean water to homes and businesses; To mitigate the risk of damage to bridge revetment and foundation;

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with Act 170 of 2022 Regular Legislative Session, if applicable and the Governor's Executive Order JBE 2016 - 38 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as "Attachment E.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE II

SCOPE OF SERVICES

2.1 The Contracting Party shall: Mitigate risk of damage to bridge revetment/foundation and increase reliability of the distribution system.

2.2 Deliverables: Bore new 12-inch water main below main drainage lateral.

The Contracting Party will provide to the State written quarterly **Progress Reports (Attachment C)** outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement and quarterly **Cost Reports (Attachment D)** which provide detailed cost information outlining the use of the above referenced appropriated funds. **Attachment C, Progress Report and Attachment D, Cost Report** are attached to this agreement and made part thereof by reference. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. These reports that are to be provided quarterly shall be due and delivered to the Agency on or before the 31st of October for the quarter ending September 30, the 31st day of January for the quarter ending December 31, the 30th day of April for the quarter ending March 31, and the 15th day July for the quarter ending June 30, there being no exceptions or waivers of this July reporting due date.

2.3 Budget: The **Budget** for this project is incorporated herein as **Attachment B** which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The **Budget** for this project shall not exceed the total sum of ONE HUNDRED NINETY-EIGHT THOUSAND, FIVE HUNDRED THIRTY-FIVE & 13/100 (\$198,535.13) DOLLARS which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the **Budget** attached as "Attachment B", without the **prior** approval of the State. **Attachment B Page 2 - Staffing Chart and Attachment B Page 3 - Schedule of Professional and Other Contracting Services** are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

2.4 Disclosure and Certification Statement(s): **Attachment E - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this **Attachment E**, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in **Attachment B Page 3** and any attachments thereto, **Attachment E-1 - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph. For public or quasi-public entities which are recipients under Act 170 of 2022 Regular Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will

be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The recipient assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines "immediate family" as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1101 et seq.

ARTICLE III **CONTRACT MONITOR**

3.1 The Contract Monitor for this Agreement is the Local Government Fund Management Division of the Department of the Treasury.

3.2 Monitoring Plan: During the term of this Agreement, the Contracting Party shall discuss with the State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. The Contract Monitor shall review and analyze the Contracting Party's Plan to ensure the Contracting Party's compliance with the requirements of the Agreement.

The Contract Monitor shall also review and analyze the Contracting Party's written, **Attachment C-Progress Report** and **Attachment D-Cost Report** and any work product for compliance with the Scope of Services; and shall

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
2. Contact the Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or e-mail contact with the Contracting Party on Agreement activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to assure that performance goals are being achieved, and to verify information when needed.
4. Assure that expenditures or reimbursements requested in **Attachment D-Cost Report** are in compliance with the approved **Goals** in **Attachment A Plan**. The Contract Monitor shall coordinate with the Agency's fiscal office for reimbursements to Contracting Party and shall contact the Contracting Party for further details, information for documentation when necessary.

Between required performance reporting dates, the Contracting Party shall inform the Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. The Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance which may be needed to resolve the situation.

ARTICLE IV
PAYMENT TERMS

4.1 Payment shall be made to the Contracting Party under the terms and conditions of one of the following plans *(Please check one)*:

☐ **PLAN A:** Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.

☐ **PLAN B:** One initial payment limited to no more than 25% of the total line item appropriation shall be made to the Contracting Party in advance of services being performed **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan), and the Cooperative Endeavor Agreement is approved by the Office of Contractual Review or other delegated authority. The balance of the appropriation will be paid provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. **Upon receipt of the 1st Quarter Progress and Cost Reports and approval thereof, the initial 25% payment will be applied and if such approved expenses exceed the initial payment, the difference will be forthcoming.**

☒ **PLAN C:** Payment of 100% of the line item appropriation shall be made to the Contracting Party in advance of purchasing equipment or other similar expenditures **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan) indicating that there is no other source of funding available to make the purchase to satisfy the goals and objectives of the project, and the Cooperative Endeavor Agreement is approved by the Office of Contractual Review or other delegated authority.

4.2 Travel expenses, if any, shall be reimbursed only in the event that this Agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement. If reimbursement is sought for meals, which under Memorandum No. 49 are based upon departure and return times and dates that are properly set forth on the State Travel Expense Report, the Contracting Party shall fully complete and submit such Travel Expense Report, attached hereto as **Attachment F**, in addition to all other required submissions, for such reimbursement.

4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2022 and June 30, 2023, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability

of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval of this Agreement by the Office of Contractual Review or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2023, MUST, under all circumstances, be received by the Agency no later than July 15, 2023, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

Payments by the State under this Agreement will not be released or provided to the Contracting Party if, when, and long as, the Contracting Party fails or refuses to comply with the provisions of R.S. 24:513. No Contracting Party shall be considered to fail or refuse to comply with the provisions of R.S. 24:513 during any extension of time to comply granted by the legislative auditor to the Contracting Party.

4.4 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget.

Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under Act 170 of 2022 Regular Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2023.

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the agreement shall be turned over to the Attorney General's Office, Collections Section for collection purposes.

4.5 Taxes: The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal tax identification number 72-6001361.

ARTICLE V
TERMINATION FOR CAUSE

5.1 The State may terminate this agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contracting Party shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

ARTICLE VI
TERMINATION FOR CONVENIENCE

6.1 The State may terminate the agreement at any time by giving thirty (30) days written notice to the Contracting Party. Upon receipt of notice, the Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this agreement. The Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

ARTICLE VII
OWNERSHIP

7.1 All records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at the Contracting Party's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contracting Party to the State at Contracting Party's expense at termination or expiration of this agreement.

ARTICLE VIII
ASSIGNMENT

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

ARTICLE IX
FINANCIAL DISCLOSURE

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contracting Party is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. This evaluation shall be based upon the progress reports and cost reports as provided and certified by the Contracting Party under the requirements of this agreement, as well as any site visits that may be made under the provisions this agreement, to ensure effective achievement of the goals and objectives.

ARTICLE X
AUDITOR'S CLAUSE

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of Treasury's acceptance of the final Cost and Progress Reports and documentation as required to be filed under Section 2.2 of the Agreement.

ARTICLE XI
AMENDMENTS IN WRITING

11.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration, or other delegated authority **prior to the alteration, variation, modification or waiver of any provision of this Agreement.** This agreement may not be amended after the expiration date.

ARTICLE XII
FISCAL FUNDING CLAUSE

12.1 The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

ARTICLE XIII
TERM OF CONTRACT

13.1 This Agreement shall begin on July 1, 2022 and shall terminate on June 30, 2023. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2023. There is no extension of the June 30, 2023 deadline without legislative action and approval.

ARTICLE XIV
DISCRIMINATION CLAUSE

14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to age, race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the ____ day of _____, 20____

WITNESSES:

**DEPARTMENT OF THE TREASURY
STATE OF LOUISIANA**

Agency Head or designee

Print Name and Title

THUS DONE AND SIGNED AT _____, Louisiana on the _____ day, of _____, 20_____.

WITNESSES:

Contracting Party

Authorized Person

Print Name and Title

<div>ATTACHMENT A - PLAN</div> <div>Act 170 of 2022 Regular Legislative Session</div> <div>Schedule 20</div>		<div>NAME OF CONTRACTING PARTY:</div> <div>City of Sulphur</div>
		<div>NAME AND BRIEF NARRATIVE OF PROGRAM:</div> <div>Major repair/replacement of existing 12-inch water main</div>
<div>Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). What are the goals, objective(s), expected outcomes/results for this program: Indicate the goals/objectives for this program. Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.</div> <div><div>1. Program Goal (Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.)</div><div>To increase service quality of water and extend life of water distribution system</div></div> <div><div>2. Program Objective(s) (Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal, that identify the expected outcomes and results. The program objective must include a percentage, a specific dollar amount or a number).</div><div>1. Bore 120 feet of 12-inch water main under concrete lined drainage lateral (\$198,535.13) by June 30, 2023</div></div> <div><div>3. Relevant Activity (Activities) (An activity is a distinct subset of functions or services within a program to meet the Program Objective.)</div><div>Acquire materials, bore new 12-inch water main, make necessary tie-ins to existing system and service connections</div></div> <div><div>4. Performance Measure(s) (Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness. A Performance Measure must be designated as a percentage, a specific dollar amount or a number).</div><div>1. Number of water mains replaced</div></div>		

ATTACHMENT B

Page 1

Project Budget (2022-2023)

Act 170 of 2022 Regular Legislative Session

Schedule 20

City of Sulphur

Anticipated Income or Revenue

Sources (list all sources of revenue)

1. ACT 170 Appropriation

2.

3.

Total all sources

Amounts

\$ 198,535.13

\$

\$

\$ 198,535.13

Anticipated Expenses

Expense Categories

	<u>Total Amount</u>	<u>Amount Line Item</u>
	(see Footnote 1 below)	(see Footnote 2 below)
Gross Salaries(See Attachment B, Page 2)	\$	\$
Related Benefits (Employer share)	\$	\$
Travel	\$	\$
Operating Services:		
Advertising	\$	\$
Printing	\$	\$
Insurance	\$	\$
Maintenance of Equipment	\$	\$
Maintenance of Office and Grounds	\$	\$
Rentals	\$	\$
Software licensing	\$	\$
Dues and Subscriptions	\$	\$
Telephones and Internet Service	\$	\$
Postage	\$	\$
Utilities	\$	\$
Other	\$	\$
Office Supplies	\$	\$
Professional & Contract Services	\$ 198,535.13	\$ 198,535.13
(See Attachment B, Page 3)		
Other Charges (See Attachment B, Page 4)	\$	\$
Acquisitions & Major Repairs	\$	\$
Total Use of the Appropriation	<u>\$ 198,535.13</u>	<u>\$ 198,535.13</u>

(Budget categories listed above reflect a typical budget and may be adjusted by the recipient with prior agency approval to reflect actual categories necessary for each individual program. Salaries and Professional & Other Contract Services and Other Charges shall be detailed using Pages 2, 3 and 4 of Attachment B). All numbers must be rounded to the nearest dollar.

Footnote (1) This column represents expenditures by category and MUST equal total sources listed above.

Footnote (2) This column represents the portion of expenditures by category funded by the state appropriation provided by this Cooperative Endeavor Agreement.

ATTACHMENT B

Page 2

Staffing Chart

Act 170 of 2022 Regular Legislative Session

Schedule 20

Name of Contracting Party: City of Sulphur

Name of Program: Major Repair/Replacement of existing 12-inch water main

Name	Title	Total Annual Salary Amount	Total Salary Paid by Appropriation		Related Benefits	Full time or Part Time # of months
			Amount	Percentage		
N/A						

Totals \$ \$ \$

Page 3

Act 170 of 2022 Regular Legislative Session

Name of Contracting Party: City of Sulphur

Name of Program: Major Repair/Replacement of existing 12-inch water main

Totals	\$ 198,535.13	\$ 198,535.13
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Page 4

Act 170 of 2022 Regular Legislative Session

Schedule 20

Name of Contracting Party: City of Sulphur

Name of Program: Major Repair/Replacement of existing 12-inch water main

Provide a description of the intended use of the funds listed in Other Charges and the dollar amount. Each use should be listed separately. Do not budget funds in Other Charges that can be placed in another expenditure category.	List dollar Amount for each use
1.N/A	
Total – Should agree with Attachment B, Page I	

Business Plan

Act 170 of 2022 Regular Legislative Session

Schedule 20

City of Sulphur

There is no other source of funding available to make the purchase to satisfy the goals and objectives of the project so we are choosing plan C.

ATTACHMENT C

Progress Report for the Period of 7/1/2022 to 9/30/2022
Act 170 of 2022 Regular Legislative Session
(To be submitted quarterly showing progress achieved. Duplicate pages as needed.)

Schedule 20

Name of Contracting Party: City of Sulphur

Contact Name: Lacie Bonin

Telephone: (337)527-4505 Fax : (337)527-4529

Goal: To increase service quality of water and extend life of water distribution system.		
Objective(s): 1. Bore 120 feet of 12-inch water main under concrete lined drainage lateral (\$198,535.13) by June 30, 2023		
Activity(Activities) Performed: Acquire materials, bore new 12-inch water main, make necessary tie-ins to existing system and service connections		
Performance Measure(s): 1. Number of water mains replaced		%, \$ amt. or number complete 1.

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

Print Name and Title

Date

ATTACHMENT D

Cost Report for the Period of 7/1/22 to 9/30/22

(Expense categories & dollar amounts must reflect those listed in "Attachment B" project budget.)

Act 170 of 2022 Regular Legislative Session

Schedule 20

Name of Contracting Party: City of Sulphur

Name of Program: Major Repair/Replacement of existing 12-inch water main

Expense Category	Amount of Line Item Appropriation from Attachment B Page 1	Quarterly Expenditures	Total Cumulative Year to Date Expenditures	Balance Remaining
Gross Salaries				
Related Benefits (employer share)				
Travel				
Operating Services:				
Advertising				
Printing				
Insurance				
Maintenance of Equipment				
Maintenance of Office and Grounds				
Rentals				
Software licensing				
Dues and Subscriptions				
Telephones and Internet Service				
Postage				
Utilities				
Other				
Office Supplies				
Professional Services	198,535.13			
Other Charges				
Acquisitions & Major Repairs				
Totals	\$ 198,535.13	\$ 0	\$ 0	\$0

NOTE: Include a copy of the check and invoice/receipt for each expense submitted with this report.
I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

Print Name and Title

Date

Cost Report for the Period of 7/1/22 to 9/30/22

Schedule 20

Instructions: List each individual and/or Firm and approved budget amount as listed on Page 3 of Attachment B.

NOTE: An Attachment E-1 must be submitted for any sub-contractor listed on this attachment.

Print Name and Title	Date
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ATTACHMENT E
Disclosure and Certification Statement
Act 170 of 2022 Regular Legislative Session

Schedule 20

Contracting Party Name: City of Sulphur

Contractor's Mailing Address: P.O. Box 1309 Sulphur, LA 70664

Name of Program: Major Repair/Replacement of existing 12-inch water main

Organization Type: (Example: local government, non-profit, corporation, LLP, etc.) Municipality

Private entities required to register with the Secretary of State's office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

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

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:

Public Works Director – Austin Abrahams P.O. Box 1309 Sulphur, LA 70664

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.

- ☐ I hereby certify that this organization has no outstanding audit issues or findings.
- ☒ I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings. **(ATTACH COPY OF AUDIT FINDINGS)**

Attach a completed Federal Form W-9 (Request for Taxpayer Identification Number and Certification)

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

Print Name and Title

Date

ATTACHMENT E-1
Disclosure and Certification Statement
Act 170 of 2022 Regular Legislative Session

Schedule 20

Contracting Party Name: City of Sulphur

Name of Program: Major Repair/Replacement of existing 12-inch water main

Sub-Contractor's Name: MPB Construction, LLC

Sub-Contractor's Mailing Address:

Organization Type: (Example: local government, non-profit, corporation, LLP, etc.) Corporation

Private entities required to register with the Secretary of State's office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.

☐ I hereby certify that this organization has no outstanding audit issues or findings.

☐ I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings. (ATTACH COPY OF AUDIT FINDINGS)

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Subcontractor (*Authorized person*)

Print Name and Title

Date

NEED MOTION/SECOND TO AMEND SINCE ITEMS WERE ADDED AFTER INTRODUCTION

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 (I.T. AND FIRE 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

CATEG ORY	Q T Y	DESCRIPTION	MODE L#	SERIAL#	REASON	YEA R	DATE	VALU E	NOTES
MOBILE -MIFI	1	VERIZON JETPACK MIFI 6620L (SIM REMOVED)	MIFI6 620L	IMEI- 9900033268464 88	MECHANI CAL FAILURE	YR2 021- 22	01/10/21	\$ -	PD-CFAIRCHILD
LAPTOP CHARG ER	1	LIND-PA1555-655	PA155 5-655	SN0442	MECHANI CAL FAILURE	YR2 021- 22	01/27/21	\$ -	
LAPTOP CHARG ER	1	LIND-PA1580-1745	PA158 0- 1745	SN2104	MECHANI CAL FAILURE	YR2 021- 22	01/27/21	\$ -	
PRINTE R	1	HP-LASERJET- M276NW	CF145 A	CND8FBXH1C	MECHANI CAL FAILURE	YR2 021- 22	10/21/21	\$ -	FD-DC
MONIT OR	1	PLANAR- PXL2271MW	PXL22 71M W		MECHANI CAL FAILURE	YR2 021- 22	11/03/21	\$ -	CH- BBROWNING
LAPTOP CHARG ER	1	LIND-PA1580-1745	PA158 0- 1745	SN-1149	MECHANI CAL FAILURE	YR2 021- 22	11/12/21	\$ -	CH-LMCKELVY
MONIT OR	1	PLANAR-PLL2210W	997- 6897- 00	PL545LT501492	MECHANI CAL FAILURE	YR2 021- 22	11/12/21	\$ -	
MONIT OR	1	PLANAR-PLL2210W	997- 6897- 00	PL624LT501034	MECHANI CAL FAILURE	YR2 021- 22	11/12/21	\$ -	
MONIT OR	1	SAMSUNG-B2230	B2230	YDURH9LB80598 2V	MECHANI CAL FAILURE	YR2 021- 22	12/03/21	\$ -	CH-TDUNMAN
MONIT OR	1	SAMSUNG-B2230	B2230	YDURH9LBC0188 0L	MECHANI CAL FAILURE	YR2 021- 22	12/03/21	\$ -	CH-TDUNMAN
MONIT OR	1	SAMSUNG-PU22WS	PU22 WS	YDURHVJBB0076 2W	MECHANI CAL FAILURE	YR2 021- 22	12/03/21	\$ -	CH-TDUNMAN
UPS	1	APC-BE550G	BE550 G	4B0935P15063	END OF LIFE	YR2 021- 22	12/03/21	\$ -	
UPS	1	APC-BE550G	BE550 G	4B1416P28717	END OF LIFE	YR2 021- 22	12/03/21	\$ -	
UPS	1	APC-BE550G	BE550 G	4B1416P29034	END OF LIFE	YR2 021- 22	12/03/21	\$ -	

UPS	1	BE550G	BE550 G	3B1052X42362	END OF LIFE	YR2 021- 22	12/03/21	\$ -	
UPS	1	BE550G	BE550 G	4B1137P2F297	END OF LIFE	YR2 021- 22	12/03/21	\$ -	
UPS	1	BE650G	BE650 G	3B1111X28246	END OF LIFE	YR2 021- 22	12/03/21	\$ -	
UPS	1	BE650G	BE650 G	3B0747X94171	END OF LIFE	YR2 021- 22	12/03/21	\$ -	
UPS	1	BE650G1	BE650 G1	4B1234P17870	END OF LIFE	YR2 021- 22	12/03/21	\$ -	
UPS	1	BE650G1	BE650 G1	4B1232P50473	END OF LIFE	YR2 021- 22	12/03/21	\$ -	
PRINTER	1	HP-LASERJET-M276NW	CF145 A	CNF8GCCGT0	MECHANICAL FAILURE	YR2 021- 22	12/06/21	\$ -	PD-DISPATCH
MONITOR	1	PLANAR-PLL2210W	PL221 OW	PL402LT601047	MECHANICAL FAILURE	YR2 021- 22	12/06/21	\$ -	PD-SQUAD
MOBILE-MIFI	1	VERIZON JETPACK MIFI 8800L (SIM REMOVED)	MIFI8 800L	IMEI- 9900093131414 52	MECHANICAL FAILURE	YR2 021- 22	12/17/21	\$ -	CH-KHERARD
MONITOR	1	PLANAR-PXL2271MW	997- 7847- 00	PL638LTS00413	MECHANICAL FAILURE	YR2 021- 22	12/17/21	\$ -	CH-SGRIFFITHS
MOBILE-MIFI	1	VERIZON JETPACK MIFI 7730LL (SIM REMOVED)	MIFI7 730L	IMEI- 9900063822768 05	MECHANICAL FAILURE	YR2 021- 22	12/21/21	\$ -	CH-MBC-SVANDERHEY
LAPTOP CHARGER	1	LIND-PA1580-1745	PA158 0- 1745	SN-1428	MECHANICAL FAILURE	YR2 021- 22	12/21/21	\$ -	
MONITOR	1	PLANAR-PXL2271MW	PXL22 71M W	PL708LTS00406	MECHANICAL FAILURE	YR2 021- 22	12/28/21	\$ -	PD-LCOATS
LAPTOP CHARGER	1	LIND-PA1555-655	PA155 5-655	SN04740	MECHANICAL FAILURE	YR2 021- 22	02/02/22	\$ -	
MISC-EQUIPMENT	1	LOGITECH-WIRELESS-KEYBOARD-820000176	82000 0176	SC8441J	MECHANICAL FAILURE	YR2 021- 22	02/07/22	\$ -	CH-PROS-DPRICE
MONITOR	1	PXL2271MW	PXL22 71M W	PL708LTS00419	MECHANICAL FAILURE	YR2 021- 22	02/07/22	\$ -	FD-EASTSIDE
PRINTER	1	HP-DESKJET-460	C8150 A	MY68N4Z1GN	MECHANICAL FAILURE	YR2 021- 22	02/10/22	\$ -	CH-MBC-KBERRY
MONITOR	1	PLANAR-PLL2210W	PL221 OW	PL619LT500118	MECHANICAL FAILURE	YR2 021- 22	02/11/22	\$ -	FD-EASTSIDE
MOBILE-MIFI	1	VERIZON JETPACK MIFI 7730LL (SIM REMOVED)	MIFI7 730L	IMEI- 9900063822807 08	MECHANICAL FAILURE	YR2 021- 22	02/14/22	\$ -	CH-MBC-JJONES
UPS	1	BE650G1	BE650 G1	4B1337P08478	END OF LIFE	YR2 021- 22	02/18/22	\$ -	

COPIER	1	COPIER-OCE-IM5530	OCE-IM5530	CPL6177207-SN6120016	MECHANICAL FAILURE	YR2021-22	02/24/22	\$ -	PD-NARC-OLDBUILDING
OFFICE-PHONE	1	OFFICEPHONE-ATT-MPE361	NA	NA	MECHANICAL FAILURE	YR2021-22	02/24/22	\$ -	PD-NARC-OLDBUILDING
UPS	1	BE550G	BE550G	4B1137P24978	MECHANICAL FAILURE	YR2021-22	02/24/22	\$ -	
UPS	1	BE650G	BE650G	3B0746X54519	MECHANICAL FAILURE	YR2021-22	02/24/22	\$ -	
UPS	1	BE650G	BE650G	3B0739X11038	MECHANICAL FAILURE	YR2021-22	02/24/22	\$ -	
UPS	1	BE650RCN	BE650RCN	5B0752T00409	MECHANICAL FAILURE	YR2021-22	02/24/22	\$ -	
PRINTER	1	HP-DeskJet2130	F5S40A	CN718497BK	MECHANICAL FAILURE	YR2021-22	03/08/22	\$ -	PD-CAPTAIN
PRINTER	1	HP-DeskJet2130	F5S40A	CN718497BP	MECHANICAL FAILURE	YR2021-22	03/08/22	\$ -	PD-CAPTAIN
PRINTER	1	HP-DeskJet2130	F5S40A	CN71849785	MECHANICAL FAILURE	YR2021-22	03/08/22	\$ -	PD-CAPTAIN
PRINTER	1	HP-DeskJet2130	F5S40A	CN718497C2	MECHANICAL FAILURE	YR2021-22	03/08/22	\$ -	PD-CAPTAIN
LAPTOP - CHARGER	1	LIND-PA1580-1745	PA1580-1745	SN1526	MECHANICAL FAILURE	YR2021-22	03/08/22	\$ -	PD-JDUPLCHIN
UPS	1	BE550G	BE550G	4B1602P13012	MECHANICAL FAILURE	YR2021-22	03/08/22	\$ -	
UPS	1	BE550G	BE550G	4B1602P13014	MECHANICAL FAILURE	YR2021-22	03/08/22	\$ -	
MONITOR	1	SONY-PFM42X1-DISPLAY	PFM42X1	SN-6504341	END OF LIFE	YR2021-22	03/11/22	\$ -	CH-COUNCIL
MONITOR	1	SONY-PFM42X1-DISPLAY	PFM42X1	SN-6504606	END OF LIFE	YR2021-22	03/11/22	\$ -	CH-COUNCIL
MISC-EQUIPMENT	1	VERIZON-PROXIM-WIRELESS ACCESS POINT	AP700-681445	SN-06UT39570510	END OF LIFE	YR2021-22	03/11/22	\$ -	PD-OLD ACCESS POINT FOR L3
MISC-EQUIPMENT	1	VERIZON-PROXIM-WIRELESS ACCESS POINT	AP700-681445	SN-06UT39600494	END OF LIFE	YR2021-22	03/11/22	\$ -	PD-OLD ACCESS POINT FOR L3
MISC-EQUIPMENT	1	EXTERNAL DVD ROM DRIVE	NA	NA	END OF LIFE	YR2021-22	03/11/22	\$ -	PD-OLDBROWNBUILDING
LAPTOP CHARGER	1	LIND-PA1555-655	PA1555-655	SN0740	MECHANICAL FAILURE	YR2021-22	03/11/22	\$ -	PD-RGUILLORY
MONITOR	1	SAMSUNG-B2240W	B2240W	LS22CBKABVZA	MECHANICAL FAILURE	YR2021-22	03/16/22	\$ -	PD-RCRAFT

PRINTER	1	HP-LASERJET-M276NW	CF145A	CNF8GCCK72	MECHANICAL FAILURE	YR2021-22	03/16/22	\$-	PD-THANSON
PRINTER	1	HP-LASERJET-M276NW	CF145A	CND8F4X1Y6	MECHANICAL FAILURE	YR2021-22	03/16/22	\$-	
PRINTER	1	HP-LASERJET-M276NW	CF145A	CNF8GCD2PZ	MECHANICAL FAILURE	YR2021-22	03/16/22	\$-	
MISC-EQUIPMENT	10	HP-PRINTER-AUTO-CHARGER	NA	NA	END OF LIFE	YR2021-22	03/25/22	\$-	
MONITOR	1	PLANAR-PLL2210W	997-6897-00	PL624LT501006	MECHANICAL FAILURE	YR2021-22	03/29/22	\$-	PW-LSAVOY
PRINTER	1	HP-LASERJET-M477fdn	CF378A	VNBKL4V42V	MECHANICAL FAILURE	YR2021-22	04/12/22	\$-	CH-MBCOE
PRINTER	1	HP-LASERJET-M451dn	CE957A	CNDF318900	MECHANICAL FAILURE	YR2021-22	04/19/22	\$-	CH-HR
PRINTER	1	HP-LASERJET-M281fdw	T6B82A	VNBNM1R9ZL	MECHANICAL FAILURE	YR2021-22	04/28/22	\$-	CH-FINANCE
LAPTOP-CHARGER	1	LIND-PA1580-1745	PA1580-1745	sn1426	MECHANICAL FAILURE	YR2021-22	04/28/22	\$-	FD-CENTRAL
MOBILE-MIFI	1	VERIZON JETPACK MIFI 8800L (SIM REMOVED)	MIFI8800L	IMEI-990009313141742	MECHANICAL FAILURE	YR2021-22	05/13/22	\$-	CH-LMCKELVY
MOBILE-MIFI	1	VERIZON JETPACK MIFI 7730L (SIM REMOVED)	MIFI7730L	IMEI-990006389668525	MECHANICAL FAILURE	YR2021-22	05/16/22	\$-	CH-AFONTENOT
MOBILE-MIFI	1	VERIZON JETPACK MIFI 7730L (SIM REMOVED)	MIFI7730L	IMEI-990006382274438	MECHANICAL FAILURE	YR2021-22	05/16/22	\$-	PD-JGULLY
MONITOR	1	PLANAR-PLL2410W	PLL2410W	PL230LSD01799	MECHANICAL FAILURE	YR2021-22	05/16/22	\$-	PW-CMURNANE
LAPTOP CHARGER	1	LIND-PA1555-968	PA1555-968	SN0715	MECHANICAL FAILURE	YR2021-22	05/16/22	\$-	
MOBILE-MIFI	1	VERIZON JETPACK MIFI 8800L (SIM REMOVED)	MIFI8800L	IMEI-990009312836920	MECHANICAL FAILURE	YR2021-22	06/03/22	\$-	CH-HHESSIFER
MOBILE-MIFI	1	VERIZON JETPACK MIFI 7730L (SIM REMOVED)	MIFI7730L	IMEI-990006386631856	MECHANICAL FAILURE	YR2021-22	07/01/22	\$-	CH-JJONES
MONITOR	1	PLANAR-PXL2271MW	997-7847-00	PL708LTS00401	MECHANICAL FAILURE	YR2021-22	07/01/22	\$-	FD-SOUTHSIDE
OFFICE-PHONE	1	ATT E2662B	E2662B	SN-BH000054164	MECHANICAL FAILURE	YR2021-22	07/01/22	\$-	FD-SOUTHSIDE
CISCO-IP PHONE	1	CISCO IP PHONE CP7941G	CP7941G	SN-FCH12318KK0 MAC-0022905B8404	MECHANICAL FAILURE	YR2021-22	07/01/22	\$-	FD-SOUTHSIDE
MONITOR	1	PLANAR-PXL2271MW	997-7847-00	PL708LTS00411	MECHANICAL FAILURE	YR2021-22	07/01/22	\$-	PD-CAPTAIN

UPS	1	APC-BE550G	BE550G	SN-4B1416P29065	MECHANICAL FAILURE	YR2021-22	07/01/22	\$-	PD-DCLARK
MONITOR	1	PLANAR-PXL2271MW	997-7847-00	PL708LTS00511	MECHANICAL FAILURE	YR2021-22	08/10/22	\$-	CH-JWHITE
PRINTER	1	HP-LASERJET-M276NW	CF145A	CNF8G8B172	MECHANICAL FAILURE	YR2021-22	08/11/22	\$-	FD-DSELPH
MOBILE-MIFI	1	VERIZON JETPACK MIFI 7730L (SIM REMOVED)	MIFI7730L	IMEI-990006382281243	MECHANICAL FAILURE	YR2021-22	08/12/22	\$-	CH-KBERRY
MONITOR	1	PLANAR-PXL2271MW	997-7847-00	PL708LTS00272	MECHANICAL FAILURE	YR2021-22	08/15/22	\$-	CH-TDUNMAN
SCANNER	1	EPSON-TM-S1000 (CHECK SCANNER)	M236A	LZBF003066	MECHANICAL FAILURE	YR2021-22	08/24/22	\$-	CH-TDUNMAN
PERIPHERAL	1	LAPTOP DOCK - PANASONIC-CF-VEB531U	CF-VEB531U	3LDK039344	MECHANICAL FAILURE	YR2021-22	08/24/22	\$-	CH-LMCKELVY
TIMECLOCK	1	LATHEM MODEL5000EP	5000EP	SN-E535904	END OF LIFE	YR2021-22	09/27/22	\$-	CH-PROSECUTOR
KEYBOARD	1	MICROSOFT 6000 SERIES KEYBOARD	WUR0571	SN-7837200805266	MECHANICAL FAILURE	YR2021-22	09/27/22	\$-	CH-PROSECUTOR
UPS	1	APC-BE650G1	BE650G1	4B1315P07019	MECHANICAL FAILURE	YR2021-22	09/27/22	\$-	CH-PROSECUTOR
MONITOR	1	GATEWAY MONITOR	QS7330600396	SN-7004315	END OF LIFE	YR2021-22	09/27/22	\$-	CH-PROSECUTOR
FLEET	02	VERIZON NETWORK FLEET EQUIPMENT (OLD)	N/A	N/A	END OF LIFE	YR2021-22	12/05/22	\$-	Old Hardware - Upgraded to New
MISC-EQUIPMENT	1	MISC-CORDS/CABLES (USB,VGA,ETC)	N/A	N/A	MECHANICAL FAILURE	YR2021-22	12/05/22	\$-	
PRINTER	1	HP-LASERJET-M277DW	B3Q11A	VNBKK602GP	MECHANICAL FAILURE	YR2021-22	12/06/22	\$-	PD-JWALL
CAMERA	1	SONY-CYBERSHOT-DSCW510-SN487957	DSCW510	SN487957	MECHANICAL FAILURE	YR2021-22	12/06/22	\$-	MBC-INSPECTIONS
CAMERA	1	CANON-PC1230-POWERSHOTA550	PC1230	SN-42281388498	MECHANICAL FAILURE	YR2021-22	12/06/22	\$-	MBC-INSPECTIONS
CAMERA	1	CANON-PC1267-POWERSHOTA47-	PC1267	SN6826342144	MECHANICAL FAILURE	YR2021-22	12/06/22	\$-	MBC-INSPECTIONS
CHARGER	1	HP MOBILE CHARGER	C8257A	SN-057850	MECHANICAL FAILURE	YR2021-22	12/06/22	\$-	MBC-INSPECTIONS
CHARGER	1	HP MOBILE CHARGER	C8257A	SN-057844	MECHANICAL FAILURE	YR2021-22	12/06/22	\$-	MBC-INSPECTIONS

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

FIRE, POLICE AND PUBLIC WORKS

DEP T	TYPE	DESCRIPTION	YEAR	MAKE	MODEL	SERIAL #/VIN #	REASON	DATE	VALUE
FIRE	EQUIP	OVERHEAD LIGHTING		COOPER LIGHTING	CAT NO MHSS-M- 400-MT		NOT IN USE	12/1 2/22	\$25
FIRE	EQUIP	MOBILE CYLINDER BREATHING AIR SYSTEM ON TRAILER	2013	METRO EQIP/SCOTT TECH	LIBERTY1		NOT IN USE	12/1 2/22	\$5,000
FIRE	EQUIP	EXMART ZERO TURN LAWN MOWER		EXMART			NOT IN USE	12/1 2/22	\$150
FIRE	EQUIP	USED FIRE HOSE QTY 4-100 FT 5 INCH WITH COUPLING					FAILED HOSE TESTING	12/1 2/22	\$25
FIRE	EQUIP	USED FIRE HOSE QTY 4-100 FT 5 INCH WITH COUPLING					FAILED HOSE TESTING	12/1 2/22	\$25
FIRE	EQUIP	USED FIRE HOSE QTY 4-100 FT 5 INCH WITH COUPLING					FAILED HOSE TESTING	12/1 2/22	\$25
FIRE	EQUIP	USED FIRE HOSE QTY 4-100 FT 5 INCH WITH COUPLING					FAILED HOSE TESTING	12/1 2/22	\$25
FIRE	EQUIP	USED FIRE HOSE QTY 4-100 FT 5 INCH WITH COUPLING					FAILED HOSE TESTING	12/1 2/12 2	\$25
FIRE	EQUIP	USED FIRE HOSE QTY 6- 50 FT 2 ½ INCH WITH COUPLING					FAILED HOSE TESTING	12/1 2/22	\$25
FIRE	EQUIP	USED FIRE HOSE QTY 6- 50 FT 2 ½ INCH WITH COUPLING					FAILED HOSE TESTING	12/1 2/22	\$25
FIRE	EQUIP	USED FIRE HOSE QTY 6- 50 FT 2 ½ INCH WITH COUPLING					FAILED HOSE TESTING	12/1 2/22	\$25
FIRE	EQUIP	USED FIRE HOSE QTY 4-50 FT 1 ¾ INCH WITH COUPLING					FAILED HOSE TESTING	12/1 2/22	\$25
FIRE	EQUIP	USED FIRE HOSE QTY 5-50 FT 1 ¾ INCH WITH COUPLING					FAILED HOSE TESTING	12/1 2/22	\$25
FIRE	EQUIP	USED FIRE HOSE QTY 5-50 FT 1 ¾ INCH WITH COUPLING					FAILED HOSE TESTING	12/1 2/22	\$25
POLI CE	F&E	POLICE DISPATCH DESK	2009				BROKEN	12/1 2/22	NONE
POLI CE	F&E	POLICE DISPATCH DESK	2009				BROKEN	12/1 2/22	NONE

DEPT	TYPE	DESCRIPTION	YEAR	MAKE	MODEL	SERIAL #/VIN #	REASON	DATE	VALUE
PW	TEQ	DIAMOND ROAD DUMP TRAILER				46UFU122351038541	NOT IN USE	1/19/2023	\$500
PW	TEQ	2011 BIG TEX TRAILER	2011			16VCX2024B2377982	NOT IN USE	1/19/2023	\$500
PW	TEQ	1997 BIG TEX TRAILER	1997			4K8AX1011V1A21243	NOT IN USE	1/19/2023	\$100
PW	EQUIP	CLUB CAR GOLF CART				AQ0929-034042	NOT IN USE	1/19/2023	\$200
PW	TEQ	2017 BANDIT BRUSH CHIPPER	2017	BANDIT	INTIMDTR	4FMUS1312HR504747	NOT IN USE	1/19/2023	\$2,500
PW	EQUIP	CLUB CAR GOLF CART				AQ0929-034050	NOT IN USE	1/19/2023	\$200
PW	EQUIP	TRUCK BED FOR A 2017 FORD F250	2017			NONE	NOT IN USE	1/19/2023	\$300
PW	EQUIP	CLUB CAR GOLF CART				AQ0929-034040	NOT IN USE	1/19/2023	\$200

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
_____, 2023.

MANDY THOMAS, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2023, 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 _____,
2023, the foregoing ordinance which has
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

Section 2-15 of Home Rule Charter states that a period of 60 days shall be allowed between the time of introduction and final passage of this ordinance. The public hearing will be some time after April 14, 2023.

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AMENDING CHAPTER 5-21 OF THE CODE OF ORDINANCES OF THE CITY OF SULPHUR TO ADOPT THE 2021 LOUISIANA STATE UNIFORM CONSTRUCTION CODE.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Chapter 5-21 of the Code of Ordinances of the City of Sulphur to adopt the 2021 Louisiana State Uniform Construction Code as follows:

Sec. 5-21. Uniform Construction Code adopted.

In accordance with the requirements set forth in R.S. 40:1730.28, effective January 1, 2023 (except the National Electric Code which is presently in effect), the following is hereby adopted as the Louisiana State Uniform Construction Code:

- (1) International Building Code (IBC), 2021 edition, not including Chapter 11, Accessibility, Chapter 27, Electrical. The applicable standards referenced in that code are included for regulation of construction within this city. Furthermore, IBC shall only apply to the International Building Code.
- (2) International Existing Building Code (IEBC), 2021 edition, and the standards referenced in that code for regulation of construction within this city.
- (3) International Residential Code, 2021 edition, not including Part VIII-Electrical. The applicable standards referenced in that code are included for regulation of construction within this city. The enforcement of such standards shall be mandatory only with respect to new construction, reconstruction, additions to homes previously built to the International Residential Code, and extensive alterations.
- (4) International Mechanical Code (IMC), 2021 edition, and the standards referenced in that code for regulation of construction within this city.
- (5) The International Plumbing Code, 2021 edition. The applicable standards referenced in that code are included for regulation of construction within this city. The enforcement of such standards shall apply to the erection, installation, alteration, repairs, relocation, replacement, addition to, use or maintenance of plumbing systems within this jurisdiction. This code shall also regulate nonflammable medical gas, inhalation and anesthetic, vacuum piping, nonmedical oxygen systems and sanitary and condensate vacuum collections systems. The installation of fuel gas distribution piping and equipment, fuel-gas-fired water heaters and water heater venting systems shall be regulated by the International Fuel Gas Code.
- (6) International Fuel Gas Code (IFCG), 2021 edition, and the standards referenced in that code for regulation of construction within this city.
- (7) National Electric Code (NEC), 2020 edition. The standards referenced in that code for regulation of construction within this city.

BE IT FURTHER ORDAINED that all other paragraphs, subsections, clauses, phrases and words of this section, not specifically amended by this ordinance, are to remain the same.

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

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this ____ day of
_____, 2023.

MANDY THOMAS, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2023, 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 _____, 2023,
the foregoing ordinance which has been
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

Section 2-15 of Home Rule Charter states that a period of 60 days shall be allowed between the time of introduction and final passage of this ordinance. The public hearing will be some time after April 14, 2023.

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AMENDING CHAPTER 9-21 OF THE CODE OF ORDINANCES OF THE CITY OF SULPHUR TO ADOPT THE 2021 INTERNATIONAL FIRE CODE.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Chapter 9-21 of the Code of Ordinances of the City of Sulphur to adopt the 2021 International Fire Code as follows:

Sec. 9-21. Adopted.

That a certain document, three (3) copies of which are on file with the Council Clerk of the City of Sulphur, being marked and designated as the International Fire Code, 2021 edition, including Appendix Chapters B, C and D (see International Fire Code Section 101.2.1, 2003 edition), as published by the International Code Council, be and is hereby adopted as the Fire Code of the City of Sulphur, in the State of Louisiana, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office of the City of Sulphur are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance [the International Fire Code, 2006 edition].

BE IT FURTHER ORDAINED that all other paragraphs, subsections, clauses, phrases and words of this section, not specifically amended by this ordinance, are to remain the same.

BE IT FURTHEREST ORDAINED that this Ordinance shall become effective upon the Mayor’s signature.

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2023.

MANDY THOMAS, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this _____ day of _____, 2023, 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 _____, 2023, the foregoing ordinance which has been approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AMENDING CHAPTER 24, SECTION 11 OF THE CODE OF
ORDINANCES OF THE CITY OF SULPHUR – STORMWATER DEFINITIONS.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Chapter 24, Section 11 of the Code of Ordinances of the City of Sulphur – Stormwater Definitions to add to existing definitions as follows:

LPDES. Louisiana Pollutant Discharge Elimination System.

LPDES permit. A permit issued by the Louisiana Department of Environmental Quality, under authority delegated pursuant to 33 USC 1342(b), that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

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

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this ____ day of
_____, 2023.

MANDY THOMAS, Chairman

I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this ____ day of _____, 2023, 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 _____, 2023, the foregoing ordinance which has been approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

ORDINACE AMENDING CHAPTER 24 OF THE CODE OF ORDINANCES OF
THE CITY OF SULPHUR TO PROVIDE FOR SECTION 12 – APPLICABILITY.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Chapter 24 of the Code of Ordinances of the City of Sulphur to provide for Section 12 - Applicability as follows:

Sec. 24-12. - Applicability.

This chapter shall apply to all water entering the storm drain system generated on any developed and undeveloped lands lying within the City of Sulphur including any amendments or revisions thereto.

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

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2023.

MANDY THOMAS, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2023, 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 _____, 2023,
the foregoing ordinance which has been
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

ORDINACE AMENDING CHAPTER 24 OF THE CODE OF ORDINANCES OF THE
CITY OF SULPHUR TO PROVIDE FOR SECTION 13 – ULTIMATE
RESPONSIBILITY OF DISCHARGER.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Chapter 24 of the Code of Ordinances of the City of Sulphur to provide for Section 13 – Ultimate Responsibility of Discharger as follows:

Sec. 24-13. - Ultimate responsibility of discharger.

The standards set forth herein and promulgated pursuant to this chapter are minimum standards; therefore, this chapter does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants into waters of the U.S. caused by said person. This chapter shall not create liability on the part of the city, or any agent or employee thereof for any damages that result from any discharger's reliance on this chapter, or any administrative decision lawfully made thereunder. All persons undertaking construction activities shall employ, to the maximum extent practicable, erosion prevention and construction site management practices that ensure discharges do not cause or contribute to an exceedance of the water quality standards.

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

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this ____ day of
_____, 2023.

MANDY THOMAS, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2023, at _____ o’clock ____ .m.

I HEREBY CERTIFY that I have received
from the Mayor at ____ o’clock ____ .m.
on this ____ day of _____, 2023,
the foregoing ordinance which has been
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ARLENE BLANCHARD, Clerk

ORDINANCE NO. , M-C SERIES

ORDINANCE AMENDING CHAPTER 24, SECTION 26 OF THE CODE OF
ORDINANCES – SPECIFIC PROHIBITIONS AND REQUIREMENTS (TO
PROVIDE FOR SUBSECTIONS G - J).

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Chapter 24, Section 26 of the Code of Ordinances – Specific Prohibitions and Requirements (to provide for subsections G - J) as follows:

Sec. 24-26. Specific prohibitions and requirements.

- (a) The specific prohibitions and requirements in this section are not inclusive of all the discharges prohibited by the general prohibition in article II.
- (b) No person shall introduce or cause to be introduced into the MS4 any discharge that causes or contributes to causing the city to violate a water quality standard, the city's NPDES permit, or any state-issued discharge permit for discharges from its MS4.
- (c) No person shall dump, spill, leak, pump, pour, emit, empty, discharge, leach, dispose, or otherwise introduce or cause, allow, or permit to be introduced any of the following substances into the MS4:
 - (1) Any used motor oil, antifreeze, or any other motor vehicle fluid.
 - (2) Any industrial waste.
 - (3) Any hazardous waste, including hazardous household waste.
 - (4) Any domestic sewage or septic tank waste, grease trap waste, or grit trap waste.
 - (5) Any garbage, rubbish, or yard waste.
 - (6) Any wastewater from a commercial carwash facility; from any vehicle washing, cleaning, or maintenance at any new or used automobile or other vehicle dealership, rental agency, body shop, repair shop, or maintenance facility; or from any washing, cleaning, or maintenance of any business or commercial or public service vehicle, including a truck, bus, or heavy equipment, by a business or public entity.
 - (7) Any wastewater from the washing, cleaning, de-icing, or other maintenance of aircraft.
 - (8) Any wastewater from commercial floor, run, or carpet cleaning.
 - (9) Any effluent from a cooling tower, condenser, compressor, emission scrubber, emission filter, or the blow-down from a boiler.
 - (10) Any discharge from water line disinfection by super-chlorination or other means if it contains any harmful quantity of chlorine or any other chemical used in line disinfection.
 - (11) Any fire protection water containing oil or hazardous substances or materials.
 - (12) Any water from a water curtain in a spray room used for painting vehicles or equipment.
 - (13) Any contaminated runoff from a vehicle wrecking.
 - (14) Any substance or material that will damage, block, or clog the MS4.
 - (15) Any release from a petroleum storage tank (PST), or any leachate or runoff from soil contamination by a leaking PST, or any discharge of pumped, confined, or treated wastewater from the remediation of such PST release, unless the discharge satisfies all of the following criteria:
 - a. Compliance with all state and federal standards and requirements.
 - b. No discharge containing harmful quantity of any pollutant, and
 - c. No discharge containing more than fifty (50) parts per billion of benzene, five hundred (500) parts per million combined total quantities of benzene, toluene, ethylbenzene, and xylene (BTEX), or fifteen (15) mg/l of total petroleum hydrocarbons (TPH).

-
- (16) The following non-storm water sources shall not be discharged to the MS4 provided that they have not been determined by the city to be substantial sources of pollutants to the MS4. The operator must utilize best management practices to limit discharge of the following non-storm water sources:
- a. Any wastewater from a commercial mobile power washer or from the washing of any other cleaning of a building exterior that contains any harmful quantity of soap, detergent, degreaser, solvent, or any other harmful cleaning substance.
 - b. Any wastewater from the wash down or other cleaning of pavement that contains any harmful quantity of soap, detergent, solvent, degreaser, emulsifier, dispersant, or any other cleaning substance; or any wastewater from the wash down or other cleaning of any pavement where any spill, leak, or other release of oil, motor fuel, or other petroleum or hazardous substance has occurred, unless all harmful quantities of such released material has been previously removed.
 - c. Any ready-mixed concrete, mortar, ceramic, or asphalt base material or hydro mulch material, or from the cleaning of commercial vehicles or equipment containing, or used in transporting or applying, such material.
- (d) No person shall introduce or cause to be introduced into the MS4 any harmful quantity of sediment, silt, earth, soil, or other material associated with clearing, grading, excavation or other construction activities in excess of what could be retained on site or captured by employing sediment and erosion control measures to the maximum extent practicable.
- (e) No person shall connect a line conveying sanitary sewage, domestic, or industrial, to the MS4, or allow such a connection to continue.
- (f) No person shall cause or allow any pavement washwater from a commercial facility to be discharged into a MS4 unless such wastewater has passed through a properly functioning and maintained, grease, oil, and sand interceptor before discharging into the MS4.
- (g) The construction, use, maintenance, or continued existence of illicit connections to the storm drain system is prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection was first made.
- (h) Notwithstanding the presence or absence of BMP requirements promulgated pursuant to this section, each person engaged in activities or operations, or owning facilities or property which will or may result in pollutants entering stormwater, the storm drain system, or waters of the U.S. shall implement best management practices to the extent they are technologically achievable to prevent and reduce such pollutants. The owner or operator of each commercial or industrial establishment shall provide reasonable protection from accidental discharge of prohibited materials or other wastes into the city storm drain system and/or watercourses. Facilities to prevent accidental discharge of prohibited materials or other wastes shall be provided and maintained at expense of the owner or operator.
- (i) *Requirement to eliminate or secure approval for illicit connections.*
- (1) The director of public works shall require by written notice that a person responsible for an illicit connection to the storm drain system comply with the requirements of this article to eliminate or secure approval for the connection by a specified date, regardless of whether or not the connection or discharges to it had been established or approved prior to the effective date of this chapter.
 - (2) If, subsequent to eliminating a connection found to be in violation of this chapter, the responsible person can demonstrate that an illegal discharge will no longer occur, said person may request approval from the director of public works to reconnect. The reconnection or reinstallation of the connection shall be at the responsible person's expense.
- (j) Whenever the director of public works finds that a discharge of pollutants is taking place or has occurred which will result in, or has resulted in, pollution of stormwater, the storm drain system, or waters of the U.S., the director of public works may require by written notice to the owner of the property and/or the responsible person that the pollution be remediated and the affected property restored within a specified time pursuant to the provisions of Article IV of this chapter.

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

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this ____ day of
_____, 2023.

MANDY THOMAS, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2023, 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 _____, 2023,
the foregoing ordinance which has been
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. , M-C SERIES

ORDINANCE AMENDING CHAPTER 24, SECTION 40 OF THE CODE OF
ORDINANCES OF THE CITY OF SULPHUR – GENERAL REQUIREMENTS.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Chapter 24, Section 40 of the Code of Ordinances – General Requirements as follows:

Sec. 24-40. General requirements.

The operator shall certify all state requirements have been met by signing a certification statement as part of the grading application and/or building permit application. Refer to current specific ~~NPDES~~ **LPDES** permit for site applicability and NOI requirements.

- (1) All operations of construction sites shall use best management practices to control and reduce the discharge, to the MS4 and to waters of the United States, of sediment, silt, earth, soil, and other material associated with the clearing, grading, excavation, and other construction activities to the maximum extent practicable. Such best management practices may include, but not be limited to, the following measures:
 - a. Ensuring that existing vegetation is preserved where feasible and that disturbed portions of the site are stabilized as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased. Stabilization measures may include: temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures.
 - b. Use of structural practices to divert flows from exposed soils, store flows, or otherwise limit runoff and the discharge of pollutants from the site to the extent feasible.
 - c. Minimization of the tracking of sediments off-site by vehicles, the generation of dust, and the escape of other windblown waste from the site.
 - d. Prevention of the discharge of building materials, including cement, lime, concrete, and mortar, to the MS4 or waters of the United States.
 - e. Providing general good housekeeping measures to prevent and contain spills of paints, solvents, fuels, septic waste, and other hazardous chemicals and pollutants associated with construction, and to assure proper cleaning and disposal of any such spills in compliance with state, federal and local requirements.
 - f. Implementation of proper waste disposal and waste management techniques, including covering waste materials and minimizing ground contact with hazardous chemicals and trash.
 - g. Timely maintenance of vegetation, erosion and sediment control measures and other best management practices in good and effective operating condition.
 - h. Installation of structural measures during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. Structural measures should be placed on upland soils to the degree attainable. Such installed structural measures may include, but not be limited to, the following: storm water detention structures (including wet ponds), flow attenuation by use of open vegetative swales and natural depressions, other velocity dissipation devices, infiltration of runoff on site, and sequential systems which combine several practices. Operators of construction sites are only responsible for the installation and maintenance of storm water management measures prior to final stabilization of the site, and are not responsible for maintenance after storm water discharges associated with construction activity have terminated.
- (2) Personnel (provided by the operator of the construction site) shall inspect disturbed areas of any construction site (meeting criteria of current ~~NPDES~~ **LPDES** permit) that have not been finally stabilized, areas used for storage of materials that are exposed to

precipitation, structural control measures, and locations where vehicles enter or exit the site in accordance with the current ~~NPDES~~ **LPDES** permit. All erosion and sediment control measures and other identified best management practices shall be observed in order to ensure that they are operating correctly and are effective in preventing significant impacts to receiving waters and the MS4. Based on the results of the inspections, best management practices shall be revised as appropriate, and as soon as is practicable.

- (3) The city may require any plans and specifications that are prepared for the construction of site improvements to illustrate and describe the best management practices required by subsection 24-40(1)a. above that will be implemented at the construction site. The city may deny approval of any building permit, site development plan, or any other city approval necessary to commence or continue construction, or to assume occupancy, on the grounds that the management practices described in the plans or observed upon the site inspection by the city are determined not to control and reduce the discharge of sediment, silt, earth, soil, and other materials associated with clearing, grading, excavation, and other construction activities to the maximum extent practicable.
- (4) Any owner of a site of construction activity, whether or not he/she is an operator, is jointly and severally responsible for compliance with the requirements in this subsection 24-40(1).
- (5) Any contractor or subcontractor on a site of construction activity, who is not an owner or operator, but who is responsible under his/her contract or subcontract for implementing best management practices control measure, is jointly and severally responsible for any willful or negligent failure on his/her part to adequately implement that control measure if such failure causes or contributes to causing the city to violate a water quality standard, the city's ~~NPDES~~ **LPDES** permit, or any state-issued discharge permit for discharges from its MS4.
- (6) Based on the results of the inspections required by subsection 24-40(2), the site description and/or the pollution prevention measures shall be revised as appropriate, but in no case later than one (1) calendar day following the inspection. Such modifications shall provide for timely implementation of any changes to the SWPPP within ~~one seven~~ **(7)** calendar days following the inspection.
- (7) Upon final stabilization of the construction site, the owner or the duly authorized representative thereof, shall submit written certification to the city that the site has been finally stabilized. The city may withhold an occupancy or use permit for any premises constructed on the site until certification of final stabilization has been filed and the city has determined, following any appropriate inspection, that final stabilization has, in fact, occurred and that any required permanent structural controls have been completed.

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

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this ____ day of
_____, 2023.

MANDY THOMAS, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2023, at _____ o'clock ____ .m.

I HEREBY CERTIFY that I have received
from the Mayor at ____ o'clock ____ .m.
on this ____ day of _____, 2023,
the foregoing ordinance which has been
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AMENDING CHAPTER 24 OF THE CODE OF ORDINANCES
OF THE CITY OF SULPHUR TO PROVIDE FOR SECTION 43 –
AUTHORIZATION TO ADOPT AND IMPOSE BMPs.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Chapter 24 of the Code of Ordinances of the City of Sulphur to provide for Section 43 – Authorization to Adopt and Impose BMPs as follows:

Sec. 24-43. - Authorization to adopt and impose BMPs.

The city may adopt and impose requirements identifying best management practices for any activity, operation, or facility, which may cause a discharge of pollutants to the storm drainage system. Where specific BMPs are required, every person undertaking such activity or operation, or owning or operating such facility shall implement and maintain these BMPs at their own expense.

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

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2023.

MANDY THOMAS, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2023, 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 _____, 2023,
the foregoing ordinance which has been
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

ORDINANCE amending Chapter 24, Section 56 of the Code of Ordinances of the City of Sulphur – Grading Permit Fees.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Chapter 24, Section 56 of the Code of Ordinances of the City of Sulphur – Grading Permit Fees as follows:

Sec. 24-56. Grading permit fees.

- (a) The fee for the grading permit is intended to assist the City of Sulphur in recovering some of the expenses associated with the permitting process. These costs consist primarily of administration, inspection, and enforcement activities and shall be approved and set by the city council.

- (b) The fee schedule for grading permits is as follows:

Grading/Excavation/Earthworks Projects

~~Areas \leq 1 acre~~ ~~Areas less than or equal to one~~ (1) acre \$50.00

Areas ~~greater than one~~ \leq (1) acre (per each additional acre) \$25.00

- (c) When sites without a required grading permit are found to be conducting activities requiring such permit, a stop work notice will be posted on the site until the proper permit is obtained. The fee schedules for grading permits in this situation are as follows:

Grading/Excavating/Earthwork Projects

Areas \leq 1 acre = \$100.00

Areas $>$ 1 acre = \$200.00

*** Grading permit fee will not be charged if part of a construction plan review for zoning.

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

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2023.

MANDY THOMAS, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
_____ day of _____,
2023, 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 _____, 2023,
the foregoing ordinance which has been
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

ORDINANCE NO. _____, M-C SERIES

ORDINANCE AMENDING CHAPTER 24 OF THE CODE OF ORDINANCES
OF THE CITY OF SULPHUR TO PROVIDE FOR SECTION 58 – CONTROL
MEASURES.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Chapter 24 of the Code of Ordinances of the City of Sulphur to provide for Section 58 – Control Measures as follows:

Sec. 24-58 - Control measures.

The following control measures should be used as a minimum for erosion control on projects less than one acre:

- (1) The smallest practical area of land should be exposed at any one-time during development. Mulching or other protective measures should be used to protect exposed areas.
- (2) Maintain a minimum of a five feet green buffer along the perimeter. In absence of a five feet green buffer, an appropriate erosion control device must be installed and maintained.
- (3) Controls to minimize impacts of water runoff to adjacent properties and direct water runoff to protected storm drains.
- (4) Areas that will be exposed for more than three months shall be seeded and mulched or landscaped.
- (5) Temporary furrows, terraces, sediment, or debris basins should be installed to prevent washing and erosion offsite during construction.
- (6) In areas where soil may wash onto the roadway or into a drainage basin, the developer will be required to install and maintain a silt fence, hay bales, or both.
- (7) Final vegetation should be installed as soon as practical in the development after the land is exposed.
- (8) A gravel construction entrance shall be constructed prior to any site work. The owner or his/her contractor throughout the construction process will maintain this construction entrance.
- (9) Sediment washed onto roadways or into drainage ditches or basins, and soil tracked onto roadways by construction equipment/vehicles or daily ingress and egress onto the site shall be removed at the end of each working day by the contractor, developer, or property owner.
- (10) Waste concrete must be disposed of properly; this includes the wash out of any concrete trucks.
- (11) Prevent and control trash, debris, sediment, and any pollutant from leaving the site/lot.

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

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this ____ day of
_____, 2023.

MANDY THOMAS, Chairman

I HEREBY CERTIFY that the
foregoing Ordinance has been
presented to the Mayor on this
____ day of _____,
2023, 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 _____, 2023,
the foregoing ordinance which has been
approved/vetoed by the Mayor.

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution awarding low bid received for annual supply of asphalt and chemicals for the City of Sulphur.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that bids for annual supply of asphalt and chemicals for the City of Sulphur were opened and read aloud in a public session on Wednesday, February 1, 2023, at 10:00 a.m. and the bids are as follows:

Tabulation for Limestone & Asphalt 2023

Approximately 20 tons 3/4" - 1" limestone (GRAY ONLY)	
VENDOR	COST PER TON
RE Heidt	N/A

Approximately 1,000 Tons Road Base Limestone (GRAY ONLY)	
VENDOR	COST PER TON
RE Heidt	N/A

Approximately 600 Tons Hot Asphalt Mix		
VENDOR	COST PER TON	SMALL LOAD FEE
RE Heidt	\$95.00	N/A

Awarded Vendor	RE Heidt for 600 Tons Hot Asphalt Mix

Tabulation for 2023 Annual Supply of Chemicals

18 Drums 330 lbs Cairox Free Flowing Potassium Permanganate		
VENDOR	UNIT COST	EXTENSION
Shannon Chemical	\$6.57 / lb	\$39,107.40
DXI	No Bid	No Bid
Hawkins	7.4612 / lb	\$44,319.53

Delta Chemical	\$9.65 / lb	\$57,321
Univar Solutions	No Bid	No Bid
<i>*Hawkins Inc have Louisiana Preference</i>		
Awarded Vendor : Hawkins (Shannon Chemical is out of State in PA)		

55 Tons/1 ton Cylinders of Chlorine		
VENDOR	UNIT COST	EXTENSION
Shannon Chemical	No Bid	No Bid
DXI	\$2,198 / lb	\$120,890
Hawkins	No Bid	No Bid
Delta Chemical	No Bid	No Bid
Univar Solutions	No Bid	No Bid
<i>*Hawkins Inc have Louisiana Preference</i>		
Awarded Vendor : DXI		

75,000 pounds Zinc Orthophosphate		
VENDOR	UNIT COST	EXTENSION
Shannon Chemical	\$1.27 / lb	\$95,250.00
DXI	No Bid	No Bid
Hawkins	1.5914 / lb	\$119,355
Delta Chemical	\$1.04 / lb	\$78,000
Univar Solutions	No Bid	No Bid
<i>*Hawkins Inc & Delta have Louisiana Preference</i>		
Awarded Vendor : Delta Chemical		

10.000 pounds Hydrofluorsilic Acid 23%		
VENDOR	UNIT COST	EXTENSION
Shannon Chemical	No Bid	No Bid
DXI	No Bid	No Bid
Hawkins	1.3186 / lb	\$13,186
Delta Chemical	\$0.80 / lb	\$8,000
Univar Solutions	0.82 / lb	\$8,200
<i>*Hawkins Inc & Delta have Louisiana Preference</i>		
Awarded Vendor : Delta Chemical		

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2023.

MANDY THOMAS, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution awarding low bid received for Sulphur Law Enforcement Center Storm Repairs.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that bids for Sulphur Law Enforcement Center Storm Repairs were opened and read aloud in an open and public bid session on Wednesday, January 25, 2023 at 10:00 a.m. and bids were as follows:

<u>Contractor</u>	<u>Base Bid</u>	<u>Alt. #1</u>	<u>Total</u>
Pat Williams Construction LLC	\$1,174,238.00	\$196,040.00	\$1,370,278.00
Picou Builders & Construction, LLC	\$1,313,437.50	\$110,182.00	\$1,423,619.50
Ryder & Ryder, LTD	\$1,386,100.00	\$168,345.00	\$1,554,445.00
Alfred Palma, LLC	\$1,610,739.00	\$252,800.00	\$1,863,539.00

BE IT FURTHER RESOLVED that the City Council does hereby accept the recommendation of Mayor Mike Danahay and award the bid as follows contingent upon receipt of the 10 Day Forms and adequate budgetary allocations:

<u>Contractor</u>	<u>Base Bid</u>	<u>Alt. #1</u>	<u>Total</u>
Pat Williams Construction LLC	\$1,174,238.00	\$196,040.00	\$1,370,278.00

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
_____, 2023.

MANDY THOMAS, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk



Meyer & Associates, Inc.
Consulting Engineers

Vernon F. Meyer, P.E.
President

Richard T. Meyer, P.E.
Vice President

January 25, 2023

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

RE: Bid Review and Award Recommendation
City of Sulphur
Sulphur Law Enforcement Center Hurricane Laura Repairs
MAI No. H1-21118-DA

Dear Mayor Danahay;

Meyer offers the following Bid Evaluation and Award Recommendation concerning the bids received on January 25, 2023.

BID SUMMARY AND EVALUATION

The following is a summary of the bids received:

Contractor	Base Bid	Alternate No. 1	Total
Pat Williams Construction, LLC	\$1,174,238.00	\$196,040.00	\$1,370,278.00
Picou Builders & Construction, LLC	\$1,313,437.50	\$110,182.00	\$1,423,619.50
Ryder & Ryder, LTD	\$1,386,100.00	\$168,345.00	\$1,554,445.00
Alfred Palma, LLC	\$1,610,739.00	\$252,800.00	\$1,863,539.00
Engineer's Estimate	\$1,250,000.00	-	-

A detailed breakdown of the bid tabulation is enclosed herewith for your review. A review of the bid summary reveals that the lowest responsible bidder was Pat Williams Construction, LLC.

RECEIVED

JAN 26 2023

by: 

SCANNED/SAVED

JAN 26 2023



Mayor Mike Danahay

January 25, 2023

Page 2

AWARD RECOMMENDATION

Meyer & Associates, Inc. recommends award of this construction contract to Pat Williams Construction, LLC in the amount of their Total Base Bid and Alternate No. 1 of \$1,370,278.00 contingent upon receipt of the 10 Day Forms and adequate budgetary allocations. Upon your concurrence with this award, the Notice of Award and Construction Contracts will be forthcoming under separate cover.

Upon review, please advise of any questions you may have.

Sincerely,

Byron Racca, P.E.
General Manager

BDR
Attachments

cc: Mr. Austin Abrahams w/ atts
Mrs. Gina Quibodeaux w/ atts
Mrs. Arlene Blanchard w/ atts
Mrs. Tina Trahan w/ atts

RESOLUTION NO. _____, M-C SERIES

Resolution authorizing the advertisement of bids for the North Water Treatment Improvement Program – Removal and Replacement of Pressure Filters.

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 the North Water Treatment Improvement Program – Removal and Replacement of Pressure Filters, said bids to be in accordance with the quantities and specifications on file with Meyer & Associates, Inc., or online at www.centralbidding.com.

BE IT FURTHER RESOLVED that the advertisement of bids will be in “The American Press, the official journal of the City of Sulphur, in three separate publications, giving notice as follows:

General Notice

Separate sealed Bids for North Water Treatment Improvement Program – Removal and Replacement of Pressure Filters, City of Sulphur; M.A. Project No. A8-21128-DB will be received by the Mayor and City Council, at the City Hall, 101 N. Huntington Street, Sulphur, LA 70663 until 10:00 AM, on March 21, 2023, and then at said time and at said office publicly opened and read aloud. Scope of work includes the furnishing, receiving, off-loading, and installation of pressure filter process equipment, tanks, internals, media, and other materials for eight (8) new potable water treatment manganese greensand process pressure filters (each eight (8) foot diameter by twenty (25) foot long straight shell welded steel tanks). The scope of work is also inclusive of the removal and offsite disposal of the eight (8) existing welded steel tanks, pressure filter internals, filter gravel, filter media, and other equipment and materials all as detailed on the Plans and as specified in the Technical Provisions.

Work Classification

Work Classification: Municipal and Public Works Construction or Heavy Construction

Obtaining the Bidding Documents

Electronic copies of the Bidding Documents may be obtained from the Issuing Office of Meyer & Associates, Inc. (337) 625-8353, located at 600 N. Cities Service Hwy., Sulphur, LA 70663. A Bidding Document deposit is not required. In order to submit a bid, Bidders must obtain an original set of electronic Bidding Documents from Meyer & Associates, Inc. or the approved electronic bid website defined herein said advertisement.

Access to electronic bidding is available through the Bidding Documents Website <http://www.centralbidding.com>.

Special Provisions

The Attention of Bidders is called particularly to the Federal Contract Provisions and all applicable laws and regulations of the Federal government and State of Louisiana and bonding and insurance requirements.

Minority, female-owned, and Section 3 businesses are encouraged to participate.

The City of Sulphur is an equal opportunity employer.

Any person with disabilities requiring special accommodations must contact the City of Sulphur no later than seven (7) days prior to the Bid opening.

Successful Bidder must have an active Unique Entity ID (UEI), as verified by www.sam.gov, prior to award of Contract.

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2023.

MANDY THOMAS, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution authorizing the advertisement of bids for Sulphur Regional Wastewater Treatment Facility Phase 2 SBR Process Improvements and Hurricane Laura Damage Repairs.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize advertisement of bids for Sulphur Regional Wastewater Treatment Facility Phase 2 SBR Process Improvements and Hurricane Laura Damage Repairs DR4559-LA FEMA CAT E-Construction, said bids to be in accordance with the quantities and specifications on file with Meyer & Associates, Inc., or online at www.centralbidding.com.

BE IT FURTHER RESOLVED that the advertisement of bids will be in "The American Press, the official journal of the City of Sulphur, in four separate publications, giving notice as follows:

General Notice

Separate sealed Bids for Sulphur Regional Wastewater Treatment Facility Phase 2 SBR Process Improvements and Hurricane Laura Damage Repairs DR4559-LA FEMA CAT E-Construction, City of Sulphur; M.A. Project No. A8-21073-DB will be received by the Mayor and City Council, at the City Hall, 101 N. Huntington Street, Sulphur, LA 70663 until 11:00 AM, on March 30, 2023, and then at said time and at said office publicly opened and read aloud. Scope of work includes the removal, dewatering, and disposal of process sludge from hurricane damaged Sequencing Batch Reactor (SBR) basins, removal and replacement of hurricane damaged SBR decanter equipment with new decanter equipment (City furnished equipment), improvements to SBR basins inlet piping, removal and replacement of hurricane damaged SBR floating mixers (Contractor furnished equipment), furnishing and installation of new SBR floating aerators, removal and replacement of SBR fixed aeration diffuser system, removal and replacement of existing SBR positive displacement blowers with new variable frequency drive aeration blowers, and other miscellaneous repairs and improvements all as detailed on the Plans and as specified in the Technical Provisions.

Work Classification

Work Classification: Municipal and Public Works Construction or Heavy Construction

Obtaining the Bidding Documents

Electronic copies of the Bidding Documents may be obtained from the Issuing Office of Meyer & Associates, Inc. (337) 625-8353, located at 600 N. Cities Service Hwy., Sulphur, LA 70663. A Bidding Document deposit is not required. In order to submit a bid, Bidders must obtain an original set of electronic Bidding Documents from Meyer & Associates, Inc. or the approved electronic bid website defined herein said advertisement.

Access to electronic bidding is available through the Bidding Documents Website <http://www.centralbidding.com>.

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2023.

MANDY THOMAS, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

RESOLUTION NO. _____, M-C SERIES

Resolution accepting Substantial Completion for the Sulphur Wastewater Plant Phase I SBR Process Improvement – Installation of Decant Control Butterfly Valves.

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 the Sulphur Wastewater Plant Phase I SBR Process Improvement – Installation of Decant Control Butterfly Valves.

APPROVED AND ADOPTED by the
City Council of the City of Sulphur,
Louisiana, on this _____ day of
_____, 2023.

MANDY THOMAS, Chairman

ATTEST:

ARLENE BLANCHARD, Clerk

MEYER & ASSOCIATES, INC.

PUNCH LIST

PROJECT: Sulphur Regional Wastewater Treatment Facility Ph 1 SBR Process
Improvements- Installation of Decant Control Butterfly Valves

Date: February 7, 2023

PROJECT NO: A9-21033-DA
SP22-1

INSPECTION WAS CONDUCTED AT ABOVE PROJECT BY:

CONTRACTOR-OWNER

ENGINEER-ARCHITECT

Contractor: The Lemoine Company, LLC-
Justin Fountain

Engineer: Wayne Harris, P.E.

Owner: City of Sulphur-
Chad Bynum
Austin Abrahams
Cory Murnane
Shane Fusilier

Inspector: Garhett Fontana

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

Type of Inspection	Preliminary	Substantial X	Final	1 Yr. Guaranty
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NO.	ITEM	VALUE
1	Complete installation of PVC jacketed insulation on new non-potable water piping	\$1,500.00
2	Install additional paint coatings to piping and fittings where minimum dry film mils have not been obtained	\$1,500.00
3	Furnish As-Built drawing mark-ups to Engineer	\$1,000.00
	TOTAL	\$4,000.00

Distribution:

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

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Sulphur Owner's Project No.: SP22-1
Engineer: Meyer & Associates, Inc. Engineer's Project No.: A9-21033-DA
Contractor: The Lemoine Company, LLC
Project: Sulphur Regional Wastewater Treatment Facility Ph 1 SBR Process Improvements-
Installation of Decant Control Butterfly Valves
Contract Name: Sulphur Regional Wastewater Treatment Facility Ph 1 SBR Process Improvements-
Installation of Decant Control Butterfly Valves

This ☐ Preliminary ☒ Final Certificate of Substantial Completion applies to:

☒ All Work ☐ 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 Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. 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.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☒ None ☐ As follows:

Amendments to Contractor's Responsibilities: ☒ None ☐ As follows:

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

Punch List

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.

Recommended by Engineer:

By (signature): _____

Name (printed): _____

Title: Engineer

Accepted by Contractor:

By (signature):



Name (printed):

SETH A. LEMOINE

Title:

COO

Accepted by Owner:

By (signature):

Name (printed):

Title:

Mayor