

August 27, 2013

The City Council of the City of Sulphur, Louisiana, met in special session at its regular meeting place in the Council Chambers, Sulphur, Louisiana, on August 27, 2013 at 5:00 p.m., after full compliance with the convening of said meeting with the following members present:

DRU ELLENDER, Council Representative of District 1
MIKE KOONCE, Council Representative of District 2
VERONICA ALLISON, Council Representative of District 3
RANDY FAVRE, Council Representative of District 4
STUART MOSS, Council Representative of District 5

After the meeting was called to order and the roll called with the above result, prayer was led by Mr. Bruce, followed by the reciting of the Pledge of Allegiance led by Mrs. Allison.

The first item on the agenda is resolution authorizing Mayor Christopher L. Duncan to enter into an Intergovernmental Agreement for Calcasieu Parish Sewerage Commission. (To hear entire discussion visit www.sulphur.org and view the video under the “council” tab or see DVD in the Council Clerk’s office, located at 101 North Huntington Street). After discussion motion was made by Mrs. Ellender seconded by Mrs. Allison that the word “private” be added as follows:

- 4.1 (3) To acquire by gift, grant, purchase or condemnation proceedings or otherwise all private property, including rights of way; to lease as lessee; hold and use any franchise, property, real, personal or mixed, tangible or intangible, or any interest therein, necessary or desirable for carrying out the objects and purposes of said Commission; and to sell, lease as lessor, exchange, transfer and dispose of any property or interest therein at any time acquired by it, whenever said Commission shall determine that such property is not necessary for its corporate purposes, and that it is in the best interest of said Commission and the members; provided, however, that the title to all such property shall be in the public and shall be vested on behalf of the Members in the name of the Commission.

A vote was then called with the results as follows:

YEAS: Mrs. Ellender, Mr. Koonce, Mrs. Allison, Mr. Favre, Mr. Moss
NAYS: None
ABSENT: None

And the said amendment was made on this 27th day of August, 2013.

ATTEST:

ARLENE BLANCHARD, Clerk

RANDY FAVRE, Chairman

Motion was then made by Mr. Moss seconded by Mrs. Ellender that the word “private”
be added as follows:

4.1 (15) To acquire in the name of the Commission, by purchase or otherwise, on
such terms and conditions and in such a manner as it may deem proper, or
by expropriation, either in its own name or in the name of the Members, or
any of them, to the extent permitted by law, any and all private lands, title
and interest in such private lands, other property, servitudes and
improvements on lands, which the Commission may determine as
reasonably as necessary for the operation of the Commission;

A vote was then called with the results as follows:

YEAS: Mrs. Ellender, Mr. Koonce, Mrs. Allison, Mr. Favre, Mr. Moss
NAYS: None
ABSENT: None

And the said amendment was made on this 27th day of August, 2013.

ATTEST:

ARLENE BLANCHARD, Clerk

RANDY FAVRE, Chairman

Motion was then made by Mr. Koonce seconded by Mr. Moss that the following words
be added to 10.5:

and their supporting infrastructure owned by one or more of
the members

A vote was then called with the results as follows:

YEAS: Mrs. Ellender, Mr. Koonce, Mrs. Allison, Mr. Favre, Mr. Moss
NAYS: None
ABSENT: None

And the said amendment was made on this 27th day of August, 2013.

ATTEST:

ARLENE BLANCHARD, Clerk

RANDY FAVRE, Chairman

Motion was then made by Mr. Koonce seconded by Mr. Moss to add 5.3 as follows:

- 5.3 Each member may choose to appoint an Alternate commissioner in the same manner as the appointment of their commissioner. In the absence of the commissioner, the Alternate commissioner may exercise the voting privileges of the commissioner upon written authorization from the Member's commissioner, Mayor or Administrator. Alternate commissioners shall serve a term of one (1) year from the date of their appointment. Alternate commissioners shall not qualify for election as President or Vice President.

A vote was then called with the results as follows:

YEAS: Mrs. Ellender, Mr. Koonce, Mrs. Allison, Mr. Favre, Mr. Moss
NAYS: None
ABSENT: None

And the said amendment was made on this 27th day of August, 2013.

ATTEST:

ARLENE BLANCHARD, Clerk

RANDY FAVRE, Chairman

After discussion motion was made by Mr. Moss seconded by Mrs. Allison that the following resolution be adopted to-wit:

RESOLUTION NO. 2637, M-C SERIES

Resolution authorizing Mayor Christopher L. Duncan to enter into an Intergovernmental Agreement for Calcasieu Parish Sewerage Commission.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Christopher L. Duncan to enter into an

Intergovernmental Agreement for Calcasieu Parish Sewerage Commission (below is the agreement after amendments were made, a signed agreement is attached).

**INTERGOVERNMENTAL AGREEMENT
FOR
CALCASIEU PARISH SEWERAGE COMMISSION**

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF CALCASIEU

BE IT KNOWN that on this the ____ day of _____, in the year 2013, before me, the undersigned Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, therein residing and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

THE PARISH OF CALCASIEU, STATE OF LOUISIANA (the “Parish”), appearing by and through Shannon Spell, the President of the Calcasieu Parish Policy Jury, and Kathy Smith, Parish Secretary, duly authorized by resolution of the Policy Jury of the Parish of Calcasieu, adopted at a meeting held on the ____ day of _____, 2013, a certified copy of which is annexed hereto; and

THE CITY OF LAKE CHARLES, STATE OF LOUISIANA, appearing by and through Randy Roach, the Mayor, and Lynn F. Thibodeaux, the Council Clerk, duly authorized by resolution of the City Council of the City of _____, adopted at a meeting held on the ____ day of _____, 2013, a certified copy of which is annexed hereto;

THE CITY OF SULPHUR, STATE OF LOUISIANA, appearing by and through Chris Duncan, the Mayor, and Arlene Blanchard, the Council Clerk, duly authorized by resolution of the City Council of the City of Sulphur, adopted at a meeting held on the ____ day of _____, 2013, a certified copy of which is annexed hereto;

THE CITY OF WESTLAKE, STATE OF LOUISIANA, appearing by and through Danny Cupit, the Mayor, and Andrea Mahfouz, the City Clerk, duly authorized by resolution of the City Council of the City of Westlake, adopted at a meeting held on the ____ day of _____, 2013, a certified copy of which is annexed hereto;

THE CITY OF DeQUINCY, STATE OF LOUISIANA , appearing by and through Lawrence Henagan, the Mayor, and Pat Brummett, the Council Clerk, duly authorized by resolution of the City Council of the City of DeQuincy, adopted at a meeting held on the ____ day of _____, 2013, a certified copy of which is annexed hereto;

THE TOWN OF IOWA, STATE OF LOUISIANA, appearing by and through Carol Ponthieux, the Mayor, and Sandra Turley, the Town Clerk, duly authorized by resolution of the Town Council of the Town of Iowa, adopted at a meeting held on the ____ day of _____, 2013, a certified copy of which is annexed hereto; and

THE TOWN OF VINTON, STATE OF LOUISIANA, appearing by and through Kenneth Stinson, the Mayor, and Mary O. Vice, the Town Clerk, duly authorized by resolution of the Town Council of the Town of Vinton, adopted at a meeting held on the ____ day of _____, 2013, a certified copy of which is annexed hereto, collectively hereinafter referred to as “Members”,

WHO DECLARED, that they are political subdivisions organized under the laws of the State of Louisiana, and that availing themselves of the provisions of R.S. 33:1321-1337, and other constitutional and statutory authority, they do hereby enter into the following agreement among themselves, and in order to administer said agreement, they do hereby create a JOINT COMMISSION, a body corporate and politic as an agency and instrumentality of the Parish, the Cities and Towns, hereinafter sometimes referred to as “Members,” for the objects and purposes and under the conditions, covenants and stipulations of the following agreement, to-wit:

ARTICLE I AGREEMENT

1.1 The Members are joining together to provide for greater economy and efficiency in providing sewerage service to the citizens of the respective Members, and to obtain the benefits of economy of size and efficiency of collection, treatment and disposal facilities by this joint action; to obtain the benefits of joint planning and coordination in the construction, operation and maintenance of sewerage facilities; to share equitably the savings and operating and financial benefits which accrue from common facilities for the collection, treatment and disposal of sewerage; and to plan, finance, construct, acquire, improve, operate, extend and maintain such common works and facilities necessary or incidental to the collection, treatment and disposal of sewage for and on behalf of the Members. Notwithstanding the foregoing, the Parish, the Cities and Towns will continue to own, operate and maintain their existing sewerage systems as separate sewerage systems.

1.2 It is the intention of the parties hereto that this Intergovernmental Agreement constitute a Local Services Agreement and Contract for Services under the provisions of the Local Services Law (R.S. 33:1321-1337).

ARTICLE II DEFINITIONS

2.1 The term “User Fee Ordinance” as used herein shall mean and refer to Ordinance ____ of the Police Jury of the Parish of Calcasieu, adopted , ____, and any ordinances supplemental thereto.

2.2 The term “Agreement” or “Local Services Agreement” as used herein, shall mean and refer to this document.

2.3 The term “Bond Resolution” shall mean the bond resolution or resolutions adopted by the governing authority of the Calcasieu Parish Sewerage Commission in connection with the authorization and issuance of revenue bonds described in 4.1(10) hereof.

2.4 The term “Project” shall mean the construction, acquisition, operation and maintenance of one or more of the publicly owned sewerage system projects and improvements authorized hereunder.

ARTICLE III CREATION OF JOINT COMMISSION

3.1 To administer the terms of this Agreement, the Members have created, by resolution, attached hereto and incorporated herein, a Joint Commission, a body corporate and politic as an agency and instrumentality of the Members.

3.2 The name and title of this Joint Commission is Calcasieu Parish Sewerage Commission, hereinafter sometimes referred to as the “Commission.”

3.3 The location and Post Office Address of the principal and registered office of the Commission shall be the principal office of the government of the Parish.

ARTICLE IV PURPOSES AND POWERS

4.1 The Commission shall have and may exercise all powers necessary or convenient for the carrying out of said objects and purposes in connection with this Agreement and specifically any of the powers enumerated under Louisiana Revised Statutes 33:1321-33:1337 and other constitutional and statutory authority, including, but without limiting the generality of the foregoing, the following rights and powers:

- (1) to sue and be sued;
- (2) to adopt, use and alter at will a corporate seal;

- (3) To acquire by gift, grant, purchase or condemnation proceedings or otherwise all private property, including rights of way; to lease as lessee; hold and use any franchise, property, real, personal or mixed, tangible or intangible, or any interest therein, necessary or desirable for carrying out the objects and purposes of said Commission; and to sell, lease as lessor, exchange, transfer and dispose of any property or interest therein at any time acquired by it, whenever said Commission shall determine that such property is not necessary for its corporate purposes, and that it is in the best interest of said Commission and the members; provided, however, that the title to all such property shall be in the public and shall be vested on behalf of the Members in the name of the Commission.
- (4) To enter into contracts for the purchase, acquisition, construction and improvement of common works and facilities necessary to the collection, transmission, treatment or disposal of sewerage, including the Projects.
- (5) To plan, finance, acquire, construct, improve, own and maintain common works and facilities in connection with this Agreement, and to make additions, extensions, improvements and betterments thereto, and to operate and manage the same;
- (6) To make and adopt by-laws for the management and regulation of its affairs and the conduct of its business;
- (7) To appoint such officers, agents, employees and servants, including engineers, attorneys, accountants, construction and financial experts, superintendents, managers and other employees and agents as the Commission deems advisable and as may be necessary in its judgment; to prescribe their duties and to fix their compensation;
- (8) To levy taxes, except income taxes, in the manner provided by law, for any public sewerage project or improvement; provided, no tax shall be levied or increased until authorized by a majority of the electors of each political subdivision affected thereby who vote thereon at an election held for that purpose, provided that no tax, including a sales tax and/or ad valorem tax, may be levied and collected by the Commission within the jurisdictional boundaries of any incorporated municipality, city, town or village within the Parish, including, but not limited to, the Cities and Towns which are participants herein;
- (9) To maintain such office or offices at such place or places as the Commission may designate;

- (10) To pledge to the payment of revenue bonds and interest thereon, income and revenues thereof, derived from the Project and any leases or agreements to secure such payments;
- (11) To issue in its corporate name in accordance with the laws of the State of Louisiana revenue bonds of the Commission in one or more series, in such principal amount or amounts as, in the opinion of the Commission, shall be necessary to provide sufficient monies to finance the cost of the Projects, which bonds shall be the sole obligation of the Commission, and not the joint obligation, several obligation or joint and several obligations of the Members, payable solely from the revenues derived from the ownership or operation of the Projects acquired or constructed in connection with this Agreement, and from the revenues of any sales tax and/or ad valorem tax levied and collected by the Commission;
- (12) To create, execute and issue in the name of the Commission in accordance with the laws of the State of Louisiana, refunding bonds for the purpose of refunding outstanding revenue bonds issued by the Commission. Such refunding bonds may either be sold and the proceeds applied to or deposited in escrow for the retirement of the outstanding bonds, or may be delivered in exchange for the outstanding bonds;
- (13) To make and to enter into all contracts and agreements, necessary or incidental to this Agreement, and/or to create any special district to call for or conduct any election for any tax necessary or incidental to this Agreement;
- (14) To establish rules and regulations for the management and operation of the Projects or additions or extensions thereto;
- (15) To acquire in the name of the Commission, by purchase or otherwise, on such terms and conditions and in such a manner as it may deem proper, or by expropriation, either in its own name or in the name of the Members, or any of them, to the extent permitted by law, any and all private lands, title and interest in such private lands, other property, servitudes and improvements on lands, which the Commission may determine as reasonably as necessary for the operation of the Commission;
- (16) To receive and accept from any source, grants for or in aid of the construction of the Projects or additions or extensions thereto, and to receive and accept aid or contribution from any source of either money, property or other things of value to be held, used and

applied only for the purposes for which such grants and contributions shall be made;

- (17) To act, in its corporate name, as an agency and instrumentality of the Members, performing a public function on behalf of the Members, in accomplishing all acts and things necessary or convenient in carrying out the powers and duties expressly granted or impliedly conferred by this Agreement, for the objects and purposes therein stated, including all rights, powers and authorities granted to political subdivisions of the State of Louisiana by general law, including, but not limited to, those described by Article 6, Section 44 of the Louisiana Constitution of 1974. The foregoing shall be construed both as objects and powers, but the enumeration thereof shall not be held to limit or restrict in any manner the powers and privileges conferred on the Commission and/or the Members by the Constitution and Laws of the State of Louisiana;
- (18) To establish reasonable compensation and expenses for Board of Commissioners, and all officers and employees of the Commission; and
- (19) To exercise any rights, powers or authorities which may be possessed or exercised by the Members under law, including, but not limited to the ability to exercise regulatory and enforcement rights, powers and authority as if the sewer systems authorized hereunder were municipal systems.

4.2 The Commission shall have the power to enter into all covenants, agreements, contracts and obligations with the holders of any revenue bonds, or refunding revenue bonds, to finance the cost of the construction or acquisition or improvement of the common works and facilities in connection with the Projects, and all covenants, agreements and obligations of the Commission shall be and shall constitute valid and legally binding covenants, agreements and obligations of the Commission and shall be fully enforceable in any court of competent jurisdiction against the Commission.

4.3 The Commission shall have authority to levy rates and charges for services rendered by any Project owned, operated, leased or administered by the Commission or of which the Commission serves as custodian. However, when any part of the Project is connected or attached to an existing sewerage system of any Member, all rates and charges for service will be set by that Member, with the advice and consent of the Commission, taking into consideration the debt service coverage ratios required on the Commission's bonds.

ARTICLE V

BOARD OF COMMISSIONERS

5.1 All powers of the Commission shall be vested in a Board of Commissioners comprised of nine (9) members, all of which shall be appointed to the Commission for the initial term in the following manner: **(A)** four (4) members of which shall from time to time be elected to the Calcasieu Parish Policy Jury; **(B)** four (4) members of which may from time to time be elected Mayors or Councilpersons of the Cities and Towns which are participants herein, or other non-elected persons who may be appointed, with one (1) Commissioner permanently from the City of Lake Charles; one (1) Commissioner permanently from the City of Sulphur, and two (2) Commissioners, on a rotating basis alphabetically from the City of DeQuincy, Town of Iowa, Town of Vinton and City of Westlake; and **(C)** one (1) member of which shall from time to time be elected from among the Calcasieu Parish Police Jury and an elected or non-elected person appointed by the Cities and Towns which are participants herein, on a rotating basis alphabetically beginning with the Calcasieu Parish Police Jury and thereafter from and among the Cities and Towns which are participants herein as established by the Commission.

The Calcasieu Parish Police Jury shall elect among its membership the members of the Calcasieu Parish Police Jury who will become members of the Commission, and the Cities and Towns shall make their appointments for members of the Commission in the manner provided for in the Resolution approving this agreement. The Commission shall elect a President and a Vice President from its own membership and shall appoint a Secretary, who may or may not be a member of the Board of Commissioners. The President and Vice President shall be elected for terms of one year unless sooner replaced by action of a majority of the Board of Commissioners of the Commission and the Secretary shall serve at the pleasure of the Board of Commissioners.

5.2 Members of Commission shall serve a term of three (3) years from the date of their appointment. After the initial term, all Members may elect Commissioners from among their respective Councils or appoint persons from the general public to serve as their representative Commissioners.

5.3 Each member may choose to appoint an Alternate commissioner in the same manner as the appointment of their commissioner. In the absence of the commissioner, the Alternate commissioner may exercise the voting privileges of the commissioner upon written authorization from the Member's commissioner, Mayor or Administrator. Alternate commissioners shall serve a term of one (1) year from the date of their appointment. Alternate commissioners shall not qualify for election as President or Vice President.

ARTICLE VI MEETINGS

6.1 The regular meeting times and dates shall be the regular meeting dates and times established by the Commission. Regular or special meetings may be held upon such notice and conditions as may be prescribed by law.

ARTICLE VII OFFICIAL JOURNAL

7.1 The official journal of the Commission shall be the official journal of the Parish.

ARTICLE VIII DURATION

8.1 The Commission shall exist and continue and shall have and enjoy existence and succession for a period of ninety-nine years from the date hereof or until all obligations incurred and all revenue bonds or refunding revenue bonds issued in connection therewith have been fully performed and paid in principal and interest.

ARTICLE IX ELECTION OF ADDITIONAL MEMBERS TO THE COMMISSION

9.1 Additional political subdivisions may be admitted to the Commission in the future by amendment in accordance with Article XII.

ARTICLE X JOINT UNDERTAKING

10.1 The Members hereby agree that the Parish will construct, acquire, extend, improve, use, operate and maintain all Projects through contractual agreements with the Commission, and will receive and dispose of the revenues collected by the Commission, including all ad valorem taxes and/or sales taxes. The Commission shall have full authority to pledge the revenues of the Commission to the payment of all obligations and to otherwise encumber the revenues or properties of the Commission. The Members further agree that all waste collected by the facilities of the Commission will be treated at the existing wastewater treatment facility, as improved from time to time, owned and operated by the Members signatory hereto, and in connection therewith, the Commission and the Members signatory hereto will enter into an agreement whereby the Commission will pay the Members signatory hereto a capacity charge for use of its wastewater treatment facility.

10.2 The Commission will use its best efforts to issue its revenue bonds, certificates or other evidences of indebtedness (the "bonds") from time to time in an

amount sufficient to construct, acquire and improve the Projects. The Commission will adopt and conduct such proceedings as are necessary and incidental to the issuance of such bonds as required by law and the officers of the Commission shall cause the bonds and all approvals and certifications necessary and incidental to the issuance of the bonds to be obtained, executed and delivered and the proceeds of the bonds to be deposited in a construction fund which will insure the application of the avails of such bonds for the purposes for which the bonds are issued.

10.3 In return for the benefits of the Projects and improvements that will accrue to the Parish and its citizens and in payment for the services to be furnished by the Projects to be financed and provided by the Commission (whether or not such Projects are ever constructed or placed into service), for the term of this Agreement, on behalf of the Commission, the Parish agrees to administer such Projects in an economical and efficient manner, in keeping with sound utility practices, including the maintenance of insurance and fidelity bonds. [The Commission shall continue to levy and collect taxes and shall deposit such funds in the General Revenue Fund created by the Bond Resolution, and shall reimburse itself from proceeds of such taxes its costs of collection and administration in each calendar year.] It is agreed the Commission shall levy sufficient taxes to meet all costs of the Projects unpaid from other sources, and to pay obligations of the Commission under the provisions of all covenants contained in the Bond Resolution providing for the issuance of the bonds.

10.4 Prior to commencement of construction of any portion of the Project hereunder which is proposed to be connected to the sewer treatment system of a municipal Member, the Commission and the affected Member shall duly authorize and execute a cooperative endeavor agreement which shall specify (i) the plans and specifications of that portion of the Project to be connected to the municipal Member's sewer treatment system, (ii) the conditions for connection of that portion of the Project to be connected to the municipal Member's sewer treatment system, (iii) the rates, fees and charges to be assessed to or imposed upon persons or entities to be connected to that portion of the Project, and (iv) any other matters of interest to the Commission and the affected municipal Member. Upon completion of any portion of the Project, the Commission shall turn over for maintenance and operation to the Members all that portion of the Project to whose existing sewerage system the completed portion of the Project has been added, connected, expanded, attached or appended and that Member shall operate, maintain and administer its system as enhanced by that portion of the Project.

10.5 All receipts and revenues derived from the operation of the Projects, shall be pledged, dedicated, appropriated and expended for the operation and maintenance of the Projects and their supporting infrastructure owned by one or more of the members and for the payment of debt service on the bonds, including the establishment of reserves for the security of the bonds and a reserve for depreciation and contingencies and the making of payments as provided for in the Bond Resolution authorizing the issuance of the bonds.

10.6 The Department of Finance of the Parish will maintain the Commission's books, records and accounts; the Department of Public Works of the Parish will provide all personnel, equipment, facilities and services necessary for administration of the Projects. The reasonable and necessary cost of services, personnel and facilities provided by the Parish shall be reimbursed to the Parish in the manner and under the circumstances provided by Section 10.3 hereof.

10.7 The monies received from the sale of all revenue bonds of the Commission shall be applied as provided in the resolution or resolutions providing for issuance of such bonds originally adopted or as the same may be amended.

10.8 The Department of Public Works of the Parish shall provide for the award and supervision of construction contracts for the acquisition of the Projects, said awards to be made in strict compliance with the Public Contract Law of the State of Louisiana. All such contracts may be executed in the name of the Commission or the Parish. This paragraph may be amended as authorized by Article XII hereof.

10.9 The ownership of the Projects shall remain in the public and the parties shall continue to be custodians of such ownership as their custody currently exists. However, the Commission, through the Parish, may sell or otherwise dispose of any portion of the Projects as sound utility business practices shall permit and may apply the revenues received therefrom for any lawful purpose. As otherwise provided herein, all rights of operation, maintenance and administration are hereby granted to the Commission, although such rights may be exercised by the Parish on behalf of the Commission, as provided herein.

ARTICLE XI RELIANCE BY BONDHOLDERS

11.1 The terms and provisions of this Agreement are intended to and may be relied upon by purchasers and holders of the bonds of the Commission from time to time and, accordingly, this Agreement is intended to be and shall constitute a contract between the Parish and the Cities and Towns signatory hereto and the holders of the bonds of the Commission from time to time.

ARTICLE XII AMENDMENT

12.1 This Agreement may be amended within the limitations prescribed by law by resolution of each of the Members. No amendment shall be made to this Agreement which shall have the effect of impairing the security for the payment of the bonds after any of the bonds shall become outstanding.

**ARTICLE XIII
LIBERAL INTERPRETATION**

13.1 This Agreement shall be interpreted liberally, to the end that through the use of arrangements provided herein, greater economy and efficiency of operation of the Projects constructed hereunder may be encouraged, and the benefits of such Joint Undertaking may be extended in the best interest of the citizens of the Members and the State of Louisiana, all as provided in the Local Services Law.

**ARTICLE XIV
RESIGNATION AND FORFEITURE**

14.1 Any Member may resign and terminate its participation on the Commission and in this Agreement except during any period in which there are outstanding revenue bonds of the Commission.

**ARTICLE XV
SEVERABILITY**

15.1 If any one or more of the provisions of this Agreement shall be declared to be contrary to law by any Court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separable from the remaining provisions of this Agreement and shall in no way affect the validity of the other provisions of this Agreement.

THUS DONE AND PASSED in multiple originals in _____, Louisiana, as of _____, 2013, but actually executed on the day, month and year first hereinabove written, in the presence of the undersigned competent witnesses, who have hereunto signed their names with the said appearers and me, Notary Public, after the due reading of the whole.

A vote was then called with the results as follows:

YEAS: Mrs. Ellender, Mr. Koonce, Mrs. Allison, Mr. Favre, Mr. Moss

NAYS: None

ABSENT: None

And the said resolution was declared duly adopted on this 27th day of August, 2013.

ATTEST:

ARLENE BLANCHARD, Clerk

RANDY FAVRE, Chairman

The next item on the agenda is a resolution establishing how the City of Sulphur appointments will be set up for the Calcasieu Parish Sewerage Commission. Motion was made by Mr. Moss seconded by Mr. Koonce that the following resolution be adopted to-wit:

RESOLUTION NO. 2638, M-C SERIES

Resolution establishing how the City of Sulphur appointments will be set up for the Calcasieu Parish Sewerage Commission.

WHEREAS, the City of Sulphur has entered into an Intergovernmental Agreement for Calcasieu Parish Sewerage Commission; and

WHEREAS, City of Sulphur appointments to said Commission shall be appointed by the Sulphur City Council.

A vote was then called with the results as follows:

YEAS: Mrs. Ellender, Mr. Koonce, Mrs. Allison, Mr. Favre, Mr. Moss

NAYS: None

ABSENT: None

And the said resolution was declared duly adopted on this 27th day of August, 2013.

ATTEST:

ARLENE BLANCHARD, Clerk

RANDY FAVRE, Chairman

The next item on the agenda is a resolution amending Resolution No. 2621, M-C Series which authorized Mayor Christopher L. Duncan to enter into a Cooperative Endeavor Agreement with Citgo Petroleum Corporation for school based recycling. Mayor Duncan stated that the amendment will set standards for reporting of the project. Motion was made by Mr. Moss seconded by Mrs. Allison that the following resolution be adopted to-wit:

RESOLUTION NO. 2639, M-C SERIES

Resolution amending Resolution No. 2621, M-C Series which authorized Mayor Christopher L. Duncan to enter into a Cooperative Endeavor Agreement with Citgo Petroleum Corporation for school based recycling.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Christopher L. Duncan to amend Resolution No. 2621, M-C Series which authorized Mayor Christopher L. Duncan to enter into a Cooperative Endeavor Agreement with Citgo Petroleum Corporation for school based recycling.

A vote was then called with the results as follows:

YEAS: Mrs. Ellender, Mr. Koonce, Mrs. Allison, Mr. Favre, Mr. Moss

NAYS: None

ABSENT: None

And the said resolution was declared duly adopted on this 27th day of August, 2013.

ATTEST:

ARLENE BLANCHARD, Clerk

RANDY FAVRE, Chairman

The next item on the agenda is a resolution authorizing Mayor Christopher L. Duncan to enter into a Cooperative Endeavor Agreement with Stine's LLC for Community Based Recycling. Motion was made by Mr. Moss seconded by Mr. Koonce that the following resolution be tabled:

Resolution authorizing Mayor Christopher L. Duncan to enter into a Cooperative Endeavor Agreement with Stine's LLC for Community Based Recycling.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Christopher L. Duncan to enter into a Cooperative Endeavor Agreement with Stine's LLC for Community Based Recycling.

A vote was then called with the results as follows:

YEAS: Mrs. Ellender, Mr. Koonce, Mrs. Allison, Mr. Favre, Mr. Moss

NAYS: None

ABSENT: None

And the above resolution was tabled on this 27th day of August, 2013.

ATTEST:

ARLENE BLANCHARD, Clerk

RANDY FAVRE, Chairman

With there being no further business to come before the Council, the Chairman declared the meeting adjourned.

ATTEST:

ARLENE BLANCHARD, Clerk

RANDY FAVRE, Chairman

8/27/13
5:50 P.M.