

November 9, 2009

The City Council of the City of Sulphur, Louisiana, met in regular session at its regular meeting place in the Council Chambers, Sulphur, Louisiana, on November 9, 2009 at 5:30 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
CHRIS DUNCAN, Council Representative of District 3
NANCY TOWER, 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 Rev. Rick LaFleur, Victory Worship Center, followed by the reciting of the Pledge of Allegiance led by Mrs. Ellender.

The Chairman asked if there were any changes to the minutes of the previous meeting. With no changes made, motion was made by Mrs. Tower seconded by Mr. Moss that the minutes stand as written. Motion carried.

The Chairman then asked if there were any changes to the agenda. Motion was made by Mrs. Tower seconded by Mr. Moss that item #17 be changed from a Resolution to Introduction of Ordinance. Motion carried.

Motion was then made by Mr. Moss seconded by Mrs. Ellender that item #4 be removed. Motion carried.

Motion was then made by Mr. Koonce seconded by Mr. Moss that item #20 be added to the agenda. Mr. Duncan stated that this item was being added to the agenda since it was added after final agenda was published. No one from the public had any comments. Motion carried.

Motion was then made by Mrs. Tower seconded by Mr. Koonce that item #21 be added to the agenda. Mr. Duncan stated that this item was being added to the agenda since it was added after final agenda was published. No one from the public had any comments. Motion carried.

Motion was then made by Mr. Moss seconded by Mrs. Ellender that the agenda stand as changed. Motion carried.

The first item on the agenda is a presentation to Volunteer of the Month of November. Mayor LeLeux presented a certificate to Koni Bridges.

The next item on the agenda is a presentation to Teachers of the Month of November. Mayor LeLeux presented certificates to the following teachers: Erin Bertrand, E.K. Key Elementary; Owen Clanton, E.K. Key Elementary; Don Catlon, LeBlanc Middle School; Schantel Viator, Sulphur High 9th Grade Campus; Lisa Ange, Sulphur High School.

The next item on the agenda is a presentation to Dare to be Different for the Month of November. Mayor LeLeux presented certificates to the following students: Ethan Thomas, Our Lady`s School; Kayley Viator, W.W. Lewis Middle School; Brittany Bertrand, Maplewood Middle School; Katie McCabe, LeBlanc Middle School; Olivia Reid, Sulphur High 9th Grade Campus; Lydia Gothrup, Sulphur High School.

The next item on the agenda is Shelly Benglis to address Council concerning Sulphur Housing Authority. Mrs. Benglis addressed the Council and stated that she was approved through the Housing Authority to live in the Town and Country Apartments. She felt that the apartment was unsafe so she turned it down. The floors were warped, electrical wires were hanging, mold was on the floors and boards were on the windows. Mrs. Ellender told Mrs. Benglis that she needs to address this with the Housing Authority Board not the City Council.

Mrs. Benglis stated that she spoke to Frank Cheek in Baton Rouge and he told her she had to come before the Council. Mr. Moss stated that the City Council appoints a person to serve on the Housing Authority Board but that's it. Danny Dupre, Fire Chief, stated that the only way the Inspections Department can inspect these apartments is if she makes a formal complaint with the Inspections Bureau.

Amber Meche also addressed the Council and stated that she had problems in her apartment. The air conditioner leaks and there is mold everywhere.

Casey Carrier also addressed the Council and stated that she has lived in these apartments for 4 years. The apartment has mold all over but they just put plaster right over it to cover it up. Many residents were coming to the meeting this afternoon but were scared of the repercussion.

Danny Dupre stated again that the City can't do anything until a formal complaint has been made.

The next item on the agenda is a public hearing and adoption of ordinance providing for the approval of a Cooperative Endeavor Agreement and authorizing issuance, execution, negotiation, sale and delivery of a certificate of indebtedness, note or other evidence of indebtedness of the City of Sulphur, State of Louisiana; prescribing the form, terms and conditions of said Agreement and indebtedness; designating the date, amount, time and place of payment of said certificate of indebtedness; providing for the payment thereof in principal; and providing for any other matters in connection therewith (Meads Automotive). Motion was made by Mrs. Ellender seconded by Mr. Koonce to make the following amendments:

- Typographical error on maximum amount – should read \$23,876.08
- “Project” shall mean the construction and acquisition of Mead’s Automotive’s new 4,600 square feet of building, including new offices and waiting room; eight new

stalls for repair work and 6,570 square feet of new parking area and 2,340 square feet of additional drive area, all as more particularly described in the Agreement.

Motion carried.

Motion was then made by Mrs. Tower seconded by Mr. Koonce that the following ordinance be adopted to-wit:

ORDINANCE NO. 951, M-C SERIES

AN ORDINANCE providing for the approval of a Cooperative Endeavor Agreement and authorizing issuance, execution, negotiation, sale and delivery of a certificate of indebtedness, note or other evidence of indebtedness of the City of Sulphur, State of Louisiana; prescribing the form, terms and conditions of said Agreement and indebtedness; designating the date, amount, time and place of payment of said certificate of indebtedness; providing for the payment thereof in principal; and providing for any other matters in connection therewith.

WHEREAS, Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (in particular, Sections 9022, 9033.1, 9033.2, 9034, 9034.1, 9035.1, 9036 and 9037 thereof) (the "Cooperative Economic Development Law"), and other constitutional and statutory authority supplemental thereto, authorizes the City of Sulphur, State of Louisiana (the "City") to engage in cooperative endeavors with private associations, corporations or individuals for the purpose of economic development; and

WHEREAS, the Cooperative Economic Development Law clearly authorizes the participation by the City in economic development activities, including the expenditure of public funds under certain circumstances; and

WHEREAS, the City desires to enter into that certain Cooperative Endeavor Agreement (the "Agreement") by and between the City, and Mead's Automotive, L.L.C. ("Mead's Automotive"), dated as of December 1, 2009, a copy of which is attached hereto as Exhibit A, pursuant to which the City will agree to pay to Mead's Automotive, that portion of the City's 1% sales and use tax approved by the City's electorate on July 17, 2004 for general governmental purposes, and re-authorized for economic development purposes on July 21, 2007, derived from sales tax collections attributable to the newly constructed Project for each twelve-month period beginning the first day of the calendar month next succeeding the calendar month in which the Mead's Automotive Project is open to the public for business ("Sales Tax Increment Date"), for a term not longer than ten years from the Sales Tax Increment Date, up to a maximum of \$23,876.08; and

WHEREAS, the City now desires to authorize such certificates of indebtedness (the “Certificates”) on the Sales Tax Increment Date, in the manner authorized and provided by the Cooperative Economic Development Law, as hereinafter provided, and as required by the Agreement, for the purpose of evidencing the obligation incurred by the City under the Agreement;

NOW, THEREFORE, BE IT ORDAINED by the CITY COUNCIL OF THE CITY OF SULPHUR, LOUISIANA, in regular public session convened, that:

SECTION 1: All of the above and foregoing is hereby made a part of this ordinance as if incorporated herein.

ARTICLE I DEFINITIONS

As used herein, the following terms shall have the following meanings, unless the context otherwise requires:

“Act” means Sections 9022, 9033.1, 9033.2, 9034, 9034.1, 9035.1, 9036 and 9037 of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended.

“Agreement” means the Cooperative Endeavor Agreement by and among the City, and Mead’s Automotive, L.L.C., dated as of December 1, 2009, authorized to be entered into pursuant to this Ordinance, a copy of which is attached hereto as Exhibit A and is incorporated herein by reference thereto as if contained in the body of this Ordinance in its entirety.

“Authorized Officer” means, with respect to the City, the duly elected Mayor of the City or such other officer of the City designated as such by the Mayor.

“Business Day” means a day which is not (a) a Saturday or Sunday or (b) a legal holiday or a day on which banking institutions are authorized by law to close in the state in which the principal office of the Paying Agent is located.

“Certificate” means any certificate of indebtedness, note or other evidence of indebtedness to be issued by the City authorized by this Ordinance, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any certificate previously issued.

“Certificate Owner” or “Owner” or any similar term, when used with reference to a Certificate or Certificates, means the registered owner of any outstanding Certificate or Certificates.

“City” means the City of Sulphur, State of Louisiana.

“City’s 100% Sales Tax Increment” means an amount equal to one hundred percent (100%) of the Sales Tax Increment derived by the City from Mead’s Automotive Project.

“Governing Authority” means the Mayor and City Council of the City, or successors thereto acting under the Charter of the City.

“Maturity Date” means the date of the tenth annual principal installment under the Certificates.

“Mead’s Automotive” means Mead’s Automotive, L.L.C., a Louisiana limited liability company with its principal place of business established in Sulphur, Calcasieu Parish, Louisiana.

“Ordinance” means this Ordinance.

“Owner” or “Owners” when used with respect to any Certificate means the person in whose name such certificate is registered in the registration books of the Paying Agent.

“Paying Agent” means the Director of Finance of the City, acting ex-officio as paying agent/registrar until a successor Paying Agent shall have been appointed pursuant to the applicable provisions of this Ordinance and thereafter “Paying Agent” shall mean such successor Paying Agent.

“Person” means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

“Principal Payment Date” shall mean the dates on which each annual installment of principal on the Certificates is owed, as determined pursuant to the Agreement.

“Project” shall mean the construction and acquisition of Mead’s Automotive’s new 4,600 square feet of building, including new offices and waiting room; eight new stalls for repair work and 6,570 square feet of new parking area and 2,340 square feet of additional drive area, all as more particularly described in the Agreement.

“Record Date” means, with respect to a Principal Payment Date, the close of business on the fifteenth (15th) day of the calendar month next preceding a Principal Payment Date, whether or not such day is a Business Day.

“Sales Tax” means the City’s 1.0 percent (1%) sales and use tax approved by the City’s electorate on July 17, 2004 for general governmental purposes, and re-authorized for economic development purposes on July 21, 2007; and all renewals, extensions or rededications of said tax, levied and collected at some time during all or any part of the term of this Agreement within the boundaries of the City.

“Sales Tax Increment” shall have the same meaning given such term in the Agreement.

“Sales Tax Increment Date” means the first day of the calendar month next succeeding the calendar month in which the Mead’s Automotive Project is open to the public for business.

“State” means the State of Louisiana.

Capitalized terms used in this Ordinance and not otherwise defined shall have the meaning ascribed thereto in the Agreement.

ARTICLE II THE AGREEMENT AND THE CERTIFICATES

SECTION 2.1. Authorization of the Agreement. The terms and provisions of the Agreement are hereby approved in all respects, including specifically the obligation set forth therein of the City to pay on each Principal Payment Date to Mead’s Automotive, that portion of the City’s 1% sales and use tax approved by the City’s electorate on July 17, 2004 for general governmental purposes, and re-authorized for economic development purposes on July 21, 2007, derived from sales tax collections attributable to the new Mead’s Automotive’s Project (“Sales Tax Increment”) for up to a ten year period beginning on the Sales Tax Increment Date, up to a maximum amount not to exceed \$23,876.08. The Mayor and the Director of Finance of the City are hereby authorized to execute the Agreement in substantially the form attached hereto as Exhibit A for, on behalf of and for the use and benefit of the City.

SECTION 2.2. Authorization of the Certificates. Pursuant to the Act and other constitutional and statutory authority supplemental thereto, and as required by the Agreement, there is hereby authorized the incurring of indebtedness and the issuance of the City’s Certificates on the Sales Tax Increment Date for the purpose of paying all

amounts owed by the City under the Agreement, up to a maximum amount not to exceed \$23,876.08.

SECTION 2.3. Obligation of Certificates. (a) The Certificates shall be special and limited obligations of the City and are payable in principal as set forth therein solely from the Sales Tax Increment. THE CERTIFICATES SHALL NOT CONSTITUTE AN INDEBTEDNESS OR PLEDGE OF THE GENERAL CREDIT OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OF INDEBTEDNESS, SHALL BE PAYABLE IN AN AMOUNT EQUAL TO THE CITY'S SALES TAX INCREMENT FOR UP TO A Ten YEAR PERIOD BEGINNING ON THE SALES TAX INCREMENT DATE AS PROVIDED IN THE AGREEMENT AND SHALL CONTAIN RECITALS TO THAT EFFECT. NEITHER THE STATE NOR ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE CITY, SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF THE CERTIFICATES AND THE CERTIFICATES SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OR LIABILITY OF THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE CITY.

(b) Pledge and Dedication. The Governing Authority does hereby agrees to pay principal on the Certificates during the ten year period following the issuance of the Certificates in an amount in each Fiscal Year equal to the City's Sales Tax Increment, if any.

(c) Interest. The Certificates are payable without interest. In the event that any person for any reason attributes any interest component to the City's obligation owed hereunder and under the Agreement, such event shall not in any way increase the obligation owed by the City.

SECTION 2.4. Issuance and Delivery of the Certificates. The City does hereby authorize issuance and delivery of the Certificates to Mead's Automotive in accordance with the provisions of the Agreement on the Sales Tax Increment Date.

SECTION 2.5. Form: Denomination: Numbers: Dating. The Certificates shall be substantially in the form set forth in Exhibit B hereto, with such appropriate variations, omissions and insertions as are permitted by this Ordinance. The Certificates shall be issued in fully registered form, without coupons, and shall be issued initially as one fully registered certificate in the full principal amount of \$23,876.08. Each Certificate issued under this Ordinance shall be numbered from R-1 upward; provided, however, that any temporary Certificates may be numbered as directed by the Paying Agent. The Certificates shall be payable only from the Sales Tax Increment as set forth therein and in the Agreement. No transfer or exchange of the Certificates shall be made except upon

surrender of the Certificates by the registered owner thereof to the Paying Agent as provided in Section 2.8 hereof.

SECTION 2.6. Date of Certificates: Maturity. The Certificates shall be dated their date of issuance and registration, which shall occur on the first day of the calendar month next succeeding the calendar month in which the Mead's Automotive Office is open to the public for business (the "Sales Tax Increment Date"). Principal of the Certificates shall be payable in not more than ten annual installments, each a Principal Payment Date, the first of which shall be on the 1st day of the twelfth month following the Sales Tax Increment Date.

SECTION 2.7. Payment of Principal. The principal of the Certificates is payable in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts. The principal of the Certificates shall be payable as set forth in the Certificates. The final payment of principal shall be payable against presentation and surrender of each Certificate at the principal office of the Paying Agent. If a Principal Payment Date is not a Business Day, principal shall be payable on the immediately succeeding Business Day to the Registered Owner of such Certificate on the Record Date immediately preceding such Principal Payment Date regardless of any transfer of such Certificates subsequent to such Record Date. Principal on each Certificate shall be paid by check or draft mailed by the Paying Agent to the Registered Owner of such Certificate who is entitled to receive such payment at the address of such Owner as shown on the Certificate Register.

SECTION 2.8. Transfer, Registration and Assignment of Certificates. The Certificates may be transferred, registered and assigned only on the registration books of the Paying Agent, and such registration shall be at the expense of the City. A Certificate may be assigned by the execution of an assignment form on the Certificate or by other instruments of transfer and assignment acceptable to the Paying Agent. Upon receipt of the foregoing, the Paying Agent shall issue a new Certificate in a Principal Amount equal to the then unpaid portion of the original principal amount of the City's Certificate to the last assignee (the new registered Owner) in exchange for such transferred and assigned Certificates. Such new Certificate or Certificates must be in a minimum principal denomination of \$100,000. Neither the City nor the Paying Agent shall be required to issue, register, transfer or exchange any Certificate during a period beginning at the close of business on the 15th day of the month next preceding a Principal Payment Date and ending at the close of business on the Principal Payment Date.

SECTION 2.9. Certificates Mutilated, Destroyed, Stolen or Lost. In case any Certificate shall become mutilated or be improperly canceled, or be destroyed, stolen or lost, the City may, in its discretion, adopt an ordinance and thereby authorize the issuance and delivery of a new Certificate in exchange for and substitution for such mutilated or improperly canceled Certificate, or in lieu of and substitution for the Certificate destroyed, stolen or lost, upon the Owner (i) furnishing the City and the Paying Agent

proof of his ownership thereof and proof of such mutilation, improper cancellation, destruction, theft or loss satisfactory to the City and the Paying Agent, (ii) giving to the City and the Paying Agent an indemnity bond in favor of the City and the Paying Agent in such amount as the City may require, (iii) compliance with such other reasonable regulations and conditions as the City may prescribe and (iv) paying such expenses as the City and the Paying Agent may incur. All Certificates so surrendered shall be delivered to the Paying Agent for cancellation pursuant to Section 2.10 hereof. Any such duplicate Certificate issued pursuant to this Paragraph shall constitute an original, additional, contractual obligation on the part of the City, whether or not the lost, stolen or destroyed Certificate be at any time found by anyone. Such duplicate Certificate shall be in all respects identical with those replaced except as to the number thereof and that it shall bear on its face the following additional clause:

“This certificate is issued to replace a lost, canceled or destroyed certificate under the authority of R.S. 39:971 through 39:974.”

Such duplicate Certificate may be signed by the facsimile signatures of the same officers who signed the original Certificates, provided, however, that in the event the officers who executed the original Certificates are no longer in office, then the new Certificates may be signed by the officers then in office. Such duplicate Certificates shall be entitled to equal and proportionate benefits and rights as to lien and source and security for payment as provided herein with respect to all other Certificates issued hereunder, the obligations of the City upon the duplicate Certificates being identical to its obligations upon the original Certificates and the rights of the Owner of the duplicate Certificates being the same as those conferred by the original Certificates.

SECTION 2.10. Cancellation of Certificates. Whenever any Certificate shall be delivered to the Paying Agent for cancellation pursuant to this Ordinance, upon payment of the principal amount represented thereby, or for replacement pursuant to Section 2.8, such Certificate shall be promptly cancelled and cremated or otherwise destroyed by the Paying Agent and a certificate of destruction evidencing such cremation or other destruction shall be furnished by the Paying Agent to the City.

SECTION 2.11. Execution. The Certificates shall be executed in the name and on behalf of the City by the manual or facsimile signature of the City's Authorized Officer. In case the officer who shall have signed or sealed any of the Certificates shall cease to be such officer before the Certificates so signed and sealed shall have been actually delivered, such Certificates may, nevertheless, be delivered as herein provided, and may be issued as if the person who signed or sealed such Certificates had not ceased to hold such office. Said officer shall; by the execution of the Certificates, adopt as and for his own proper signature the facsimile signature appearing on the Certificates or any legal opinion certificate thereon, and the City may adopt and use for that purpose the facsimile signature of any person or persons who shall have been such officer at any time on or

after the date of such Certificate, notwithstanding that at the date of such Certificate such person may not have held such office or that at the time when such Certificate shall be delivered such person may have ceased to hold such office.

SECTION 2.12. Registration by Paying Agent. No Certificate shall be valid or obligatory for any purpose or entitled to any security or benefit under the Ordinance unless and until a certificate of registration on such Certificate substantially in the form set forth in Exhibit B hereto shall have been duly executed on behalf of the Paying Agent by a duly authorized signatory, and such executed certificate of the Paying Agent upon any such Certificate shall be conclusive evidence that such Certificate has been executed, registered and delivered under the Ordinance.

ARTICLE III PAYING AGENT

SECTION 3.1. Designation of Paying Agent. The City designates the Director of Finance of the City as Paying Agent (the “Paying Agent”) with respect to the Certificates issued pursuant to this Ordinance.

SECTION 3.2. Appointment of Successor Paying Agent. In case the Paying Agent hereunder shall be removed or be dissolved, taken under the control of any public officer or officers or of a receiver appointed by a court, or otherwise become incapable of acting hereunder, a successor may be appointed by the City.

ARTICLE IV COVENANTS OF THE CITY

SECTION 4.1. General. While any of the Certificates are outstanding, the City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Ordinance and pursuant to the provisions of the Agreement attached hereto as Exhibit A. The City warrants that upon the date of execution and delivery of this Ordinance, all conditions, acts and things required by law, this Ordinance and the Agreement to exist, to have happened and to have been performed precedent to and in the execution and delivery of the Agreement and the Certificates do exist, have happened and have been performed and the execution of the Agreement and the execution and delivery of the Certificates shall comply in all respects with the applicable laws of the State.

SECTION 4.2. Sales Tax Increment. The City shall be required to deposit into the General Fund of the City in each Fiscal Year while any of the Certificates shall remain outstanding an amount equal to the City’s Sales Tax Increment and the same shall accrue, and shall make principal payments equal to the Sales Tax Increment on each Principal Payment Date in accordance with the Agreement and the Certificates.

SECTION 4.3. Sales Taxes. The City shall levy and collect its Sales Tax to the extent authorized by the voters, as provided by law, until either the date on which the Principal Amount of the Certificates is paid by the City or the Maturity Date of the Certificates, whichever occurs first.

ARTICLE V MISCELLANEOUS

SECTION 5.1. Publication and Filing Ordinance. A copy of this Ordinance shall be published immediately after its adoption in one (1) issue of the official journal of the City, and a certified copy shall be filed and recorded as soon as possible in the Mortgage Records of the Parish of Calcasieu, Louisiana.

SECTION 5.2. Parties Interested Herein. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any Person, other than the City, the Paying Agent and the owners of the Certificates, any right, remedy or claim under or by reason of the Ordinance or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Paying Agent and the Owners of the Certificates.

SECTION 5.3. Successors and Assigns. Whenever in the Ordinance the City is named or referred to, it shall be deemed to include its respective successors and assigns and all the covenants and agreements in this Ordinance contained by or on behalf of the City shall bind and inure to the benefit of its respective successors and assigns whether so expressed or not.

SECTION 5.4. Severability. In case anyone or more of the provisions of this Ordinance or the Certificates issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Ordinance or of the Certificates, but this Ordinance and the Certificates shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date of this Ordinance which validates or makes legal any provision of this Ordinance or the Certificates, which would not otherwise be valid or legal shall be deemed to apply to this Ordinance and the Certificates.

SECTION 5.5. Records. Prior to the full payment of principal due with respect to the Certificates, the Paying Agent shall keep complete and accurate records of all moneys received and disbursed under this Ordinance and the Agreement, which records shall be available for inspection by the City and by any Certificate Owner, or the agent of any of them, at any time during regular business hours.

SECTION 5.6. Notices. All notices under this Ordinance by any party to the others shall be in writing (unless otherwise specified herein) and shall be sufficiently

given and served upon the other parties if delivered by hand directly to the offices named now or sent by United States registered mail, return receipt requested postage prepaid and addressed as follows:

City: Mayor Ron LeLeux
City of Sulphur
P. O. Box 1309
Sulphur, Louisiana 70664

Paying Agent: Director of Finance
City of Sulphur
P. O. Box 1309
Sulphur, Louisiana 70664

or to such other address or addresses as any such party shall have designated to the others by notice given in accordance with the provisions of this Section 5.6.

SECTION 5.7. Governing Law. This Ordinance shall be construed and governed in accordance with the laws of the State.

SECTION 5.8. Repealer. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5.9. Authorization of the City. The Mayor, Director of Finance and such other officers of the City are hereby empowered, authorized and directed, as required by the Agreement, to do any and all things necessary and incidental to carry out the provisions of this Ordinance, to cause the necessary Certificates to be printed or lithographed, to issue, execute, sign and seal the Certificates, to seek and obtain the consent and approval of the Louisiana State Bond Commission for the issuance of the Certificates, and any and all other documents and to effect delivery thereof as provided herein and in the Agreement. Issuance of the Certificates shall be contingent upon the approval of same by the Louisiana State Bond Commission.

SECTION 5.10. Representation of Indebtedness. The Agreement and the Certificates shall constitute legal, binding and valid obligations of the City, and its successors, and shall be the only representation of the indebtedness herein authorized and created.

SECTION 5.11. Contract. The provisions of this Ordinance shall constitute a contract between the City, or its successor in law, and the Owner or Owners from time to time of the Certificates and the provisions of such contract shall be enforceable by appropriate proceedings to be taken by such Owner or Owners, either at law or in equity. No material modification or amendment of this Ordinance, or any ordinance or resolution or enactment amendatory hereof or supplemental hereto, may be made without the

consent in writing of at least seventy-five percent (75%) of the Owners of the Certificates then outstanding.

SECTION 5.12. Special Counsel. It is recognized, found and determined that a real public necessity exists for employment of Bond Counsel in connection with issuance of the Certificates and accordingly, Joseph A. Delafield, A Professional Corporation, of Lake Charles, Louisiana, is hereby employed as Bond Counsel to the City to do and perform comprehensive, legal and coordinate professional work with respect to issuance and sale of the Certificates. Bond Counsel shall (i) prepare and submit to the City for adoption all proceedings incidental to authorization, issuance, sale and delivery of the Certificates; (ii) counsel and advise the City with respect to issuance and sale of the Certificates; and (iii) furnish their opinion covering legality of issuance thereof. The fee for the work to be performed by Bond Counsel is contingent upon the issuance, sale and delivery of the Certificates, and shall be an aggregate amount less than the Attorney General's then current Bond Counsel Fee Schedule and other guidelines, as negotiated, for comprehensive legal and coordinate professional work in the issuance of revenue bonds applied to the actual aggregate principal amount issued, sold, delivered and paid for at the time such Bonds are delivered, together with reimbursement of out-of-pocket expenses incurred and advanced in connection with issuance of the Certificates, said fee to be subject to the Attorney General's written approval of said employment and fee to be paid with Certificate proceeds.

SECTION 5.13. Swap Policy. By virtue of the City's application for, acceptance and utilization of the benefits of the Louisiana State Bond Commission's approval(s) resolved and set forth herein, it resolves that it understands and agrees that such approval(s) are expressly conditioned upon, and it further resolves that it understands, agrees and binds itself, its successors and assigns to, full and continuing compliance with the "State Bond Commission Policy on Approval of Proposed Use of Swaps, or other forms of Derivative Products Hedges, Etc," adopted by the Commission on July 20, 2006, as to the borrowing(s) and other matter(s) subject to the approval(s), including subsequent application and approval under said Policy of the implementation or use of any swap(s) or other product(s) or enhancement(s) covered thereby.

This ordinance shall become effective upon Mayor's signature.

A vote was then called with the results as follows:

YEAS: Mrs. Ellender, Mr. Koonce, Mr. Duncan, Mrs. Tower, Mr. Moss

NAYS: None

ABSENT: None

And the said ordinance was declared duly adopted on this 9th day of November, 2009.

ATTEST:

ARLENE BLANCHARD, Clerk

CHRISTOPHER DUNCAN, Chairman

The next item on the agenda is a public hearing and adoption of ordinance amending Ordinance No. 007, M-C Series – User Charge and Sewer Use Ordinance (adding Section 2.15 and renumbering existing items 2.15 through 2.17) to provide billing structure for septage disposal. Motion was made by Mrs. Tower seconded by Mrs. Ellender that the following ordinance be adopted to-wit:

ORDINANCE NO. 952, M-C SERIES

ORDINANCE AMENDING ORDINANCE NO. 007, M-C SERIES – USER CHARGE AND SEWER USE ORDINANCE TO PROVIDE FOR BILLING STRUCTURE FOR SEPTAGE DISPOSAL.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that Ordinance No. 007, M-C Series be amended to add Section 2.15 and renumbering existing items 2.15 through 2.17 as follows:

- 2.15 SEPTAGE includes only domestic wastes. It is the liquid or solid material removed from a septic tank cesspool, portable toilet, Type III marine sanitation device or a similar system that receives only domestic septage (household, non commercial, non industrial sewage).
- 2.16 SUSPENDED SOLIDS shall mean solids that either float on the surface of or are in suspension, in water, sewage or other liquids and which are removable by laboratory filtering.
- 2.17 TOXIC POLLUTANTS means those pollutants which have been designated as toxic under Section 307 of the 1972 Clean Water Act, including all additions to the list and all amendments to the subject Act.
- 2.18 USER CHARGE – A charge levied on users of a treatment works for the user’s proportionate share of the cost of operation and maintenance of such works and debt service as determined by the City.

This ordinance shall become effective upon Mayor’s signature.

A vote was then called with the results as follows:

YEAS: Mrs. Ellender, Mr. Koonce, Mr. Duncan, Mrs. Tower, Mr. Moss

NAYS: None

ABSENT: None

And the said ordinance was declared duly adopted on this 9th day of November, 2009.

ATTEST:

ARLENE BLANCHARD, Clerk

CHRISTOPHER DUNCAN, Chairman

The next item on the agenda is a public hearing and adoption of ordinance amending Ordinance No. 007, M-C Series – User Charge and Sewer Use Ordinance (adding Section 3.2 (d) Septage Haulers). Motion was made by Mr. Moss seconded by Mr. Koonce that the following ordinance be adopted to-wit:

ORDINANCE NO. 953, M-C SERIES

ORDINANCE AMENDING ORDINANCE NO. 007, M-C SERIES – USER CHARGE AND SEWER USE ORDINANCE TO PROVIDE FOR SECTION 3.2 (d) – SEPTAGE HAULERS.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that Ordinance No. 007, M-C Series be amended to provide for Section 3.2 (d) as follows:

3.2 (d) Septage Haulers – Contribution from septage haulers (User) shall be measured as the full tank capacity of the delivery vehicle. Partial loads shall be measured as full loads, absent prior agreement with the City’s Wastewater Treatment Facility Supervisor in special, extenuating circumstances. Measurement of partial loads shall be as determined by that Supervisor.

This ordinance shall become effective upon Mayor’s signature.

A vote was then called with the results as follows:

YEAS: Mrs. Ellender, Mr. Koonce, Mr. Duncan, Mrs. Tower, Mr. Moss
NAYS: None
ABSENT: None

And the said ordinance was declared duly adopted on this 9th day of November, 2009.

ATTEST:

ARLENE BLANCHARD, Clerk

CHRISTOPHER DUNCAN, Chairman

The next item on the agenda is a public hearing and adoption of ordinance amending Ordinance No. 007, M-C Series – User Charge and Sewer Use Ordinance (adding Section 3.3.3 Septage Waste). Motion was made by Mr. Moss seconded by Mr.

Koonce that the following ordinance be adopted to-wit:

ORDINANCE NO. 954, M-C SERIES

ORDINANCE AMENDING ORDINANCE NO. 007, M-C SERIES – USER CHARGE AND SEWER USE ORDINANCE TO PROVIDE FOR SECTION 3.3.3 – SEPTAGE WASTE.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that Ordinance No. 007, M-C Series be amended to provide for Section 3.3.3 as follows:

3.3.3 Septage Waste

Septage waste is typically delivered by the tank load in delivery vehicles. Concentrations of pollutants, primarily BOD5 and TSS (total suspended solids), are high, compared to typical, residential, waste water production. In recognition of this, user charges for septage disposal shall be based on the pounds of pollutants delivered.

Pounds of pollutant delivered shall be based on published, typical rates for BOD5 and TSS concentrations for septage. For purposes of this ordinance, those rates shall be 8,000 mg/l for BOD5 and 30,000 mg/l for TSS. These rates may be adjusted upward for individual loads or transporters, should laboratory testing indicate that the actual concentrations are above these levels. There will be no downward adjustment.

The cost for treatment and disposal shall be equivalent to the City's cost per pound of BOD5 and TSS. For the purposes of calculating this unit cost, 55% of the City's cost shall be assigned to BOD5 removal and 45% of the City's cost shall be assigned to TSS removal. The City's cost shall be those annual costs as published in the City's annual budget under the Wastewater Plant

section. Pounds of BOD5 and TSS to be used in the calculation of the unit cost shall be the total, annual pounds of BOD5 and TSS as measured during the most recent Municipal Water Pollution Prevention Environmental Audit Report period or other similar, annual reporting period.

Charges for treatment and disposal of septage waste shall be by calculated by the following formula:

$$C_{su} = (B)(v_u/1000)(8.34 \text{ LB/Gal})(B_c) + (S)(v_u/1000)(8.34 \text{ LB/Gal})(S_c)$$

Where:

C_{su} is the User's unit charge per 1000 gallons for treatment and disposal of septage

B is the BOD5 concentration of the septage (8000 mg/l minimum)

V_u is the Volume of septage discharge, measured in 1000 gallon units

B_c is the unit cost for treatment and disposal for BOD5, measured in \$/lb

S is the TSS concentration of the septage (30,000 mg/l minimum)

V_u is the Volume of septage discharge, measured in 1000 gallon units

S_c is the unit cost for treatment and disposal for TSS, measured in \$/lb

This ordinance shall become effective July 1, 2010.

A vote was then called with the results as follows:

YEAS: Mrs. Ellender, Mr. Koonce, Mr. Duncan, Mrs. Tower, Mr. Moss

NAYS: None

ABSENT: None

And the said ordinance was declared duly adopted on this 9th day of November, 2009.

ATTEST:

ARLENE BLANCHARD, Clerk

CHRISTOPHER DUNCAN, Chairman

The next item on the agenda is a public hearing and adoption of ordinance amending Ordinance No. 007, M-C Series, User Charge and Sewer Use Ordinance (adding Section 3.4.4 Septage Haulers). Motion was made by Mrs. Tower seconded by Mr. Moss that the following ordinance be adopted to-wit:

ORDINANCE NO. 955, M-C SERIES

ORDINANCE AMENDING ORDINANCE NO. 007, M-C SERIES – USER CHARGE AND SEWER USE ORDINANCE TO PROVIDE FOR SECTION 3.4.4 – SEPTAGE HAULERS.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that Ordinance No. 007, M-C Series be amended to provide for Section 3.4.4 as follows:

- 3.4.4 Septage Haulers, domiciled outside of the corporate limits of the City of Sulphur, shall be charged an annual Permit Fee. This permit fee shall be the equivalent of the annual sewer use charge for residential users inside the corporate limits of the city. This permit fee is payable and due at the beginning of the twelve month period of service covered in the issued permit. It is non refundable if service is terminated at the User’s request or if terminated by the City for any cause justifying revocation of the permit as defined by Ordinance. If terminated by the City for cause other than revocation of the permit, a pro rata share of the unused service life of the permit shall be refunded to the User. There is no permit fee required for Septage Haulers domiciled within the corporate limits.

This ordinance shall become effective July 1, 2010.

A vote was then called with the results as follows:

YEAS: Mrs. Ellender, Mr. Koonce, Mr. Duncan, Mrs. Tower, Mr. Moss

NAYS: None

ABSENT: None

And the said ordinance was declared duly adopted on this 9th day of November, 2009.

ATTEST:

ARLENE BLANCHARD, Clerk

CHRISTOPHER DUNCAN, Chairman

The next item on the agenda is a public hearing and adoption of ordinance amending Chapter 22 of the Code of Ordinances to provide for Section 62 – Septage Discharge. Motion was made by Mr. Koonce seconded by Mrs. Tower that the following ordinance be adopted to-wit:

ORDINANCE NO. 956, M-C SERIES

ORDINANCE AMENDING CHAPTER 22 OF THE CODE OF ORDINANCES TO PROVIDE FOR SECTION 62 – SEPTAGE DISCHARGE.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof that they do hereby amend Chapter 22 of the Code of Ordinances of the City of Sulphur to read as follows:

Sec 22-62 Septage Discharge

22-62.1 Definitions.

- A. Septage. Septage includes domestic wastes and chemical toilets.
- B. Operator in charge. The operator in charge, hereafter referred to as “operator,” shall be a designated operator on duty at the Wastewater Treatment Plant or other designated location and shall supervise and direct any discharge of septage.
- C. Louisiana Department of Environmental Quality (DEQ). The State of Louisiana’s Department of Environmental Quality.
- D. Holding tank. Tanks with no drain field which are required to be pumped out on a regular basis.
- E. Director. The supervisor of the City’s Wastewater Treatment Facility.
- F. Five Parish Area. Area within Allen, Beauregard, Calcasieu, Cameron and Jefferson Davis Parishes.

22-62.2 Permits Required.

Only those persons possessing a valid septage discharge permit issued from the City will be allowed to discharge septage at the Wastewater Treatment Plant.

- A. All permits shall be issued on an annual basis.
- B. The City shall issue permits for the discharge of septage after receipt of the following:
 - 1. A Septage Discharge Permit Application form;
 - 2. A copy of a valid sewage disposal service license issued by the DEQ;
 - 3. A current DEQ Sewage Pumping Equipment Description/Inspection form for each vehicle identified on the permit;
 - 4. A performance guaranty as described in 22-62.6 of this Chapter;
 - 5. A copy of insurance coverage at or above those levels required by the Louisiana Public Utility Commission;
 - 6. A certificate of completion, or the ability to receive such certification within 30 days of permit approval, by applicant's personnel at the City's "Septage Hauler Training Class." Personnel of an approved septage hauler shall attend the City's Septage Hauler Training Class. The class will inform haulers about the City's Septage Receiving Program and the operational process. Certification renewals may be requested on an annual basis and shall be required upon request of the Director or when permittee personnel changes occur.
 - 7. The City shall impose appropriate conditions in permits to ensure compliance with requirements of this Chapter.

22-62.3 Septage Discharge Limitations.

The City will accept discharge of septage that originates within the five parish area and is subject to the provisions of this Chapter.

- A. Discharge of process waste from commercial and industrial locations is prohibited.

- B. Unauthorized discharge of septage into the sewer system within the jurisdiction of the City is prohibited.
- C. The City will have full authority to refuse a load, limit the amount of discharge and/or establish necessary restrictions on discharge under the following conditions.
 - 1. Unacceptable acidic or alkaline strength or corrosive properties;
 - 2. Septage is from a non-approved source;
 - 3. Failure to supply complete, accurate and verifiable septage information;
 - 4. Operator observed inconsistencies between certified contents and actual contents;
 - 5. Operational or capacity limitations at the Wastewater Treatment Facility.

In the event that septage is rejected by the City, the DEQ shall be immediately notified of such rejection.

22-62.4 Reserved.

22-62.5 Reserved.

22-62.6 Performance Guaranty.

Each applicant, except governmental agencies, shall post a performance guaranty in a form including but not limited to a surety bond, penal bond, performance bond, irrevocable letter of credit, pledge of assets, or other form which shall be approved by the City Attorney. The amount will be determined by the conditions of the permit and the number and capacity of the applicant's vehicles. Minimum coverage shall be \$10,000. All changes in personnel and equipment shall be reported to the City within 30 days. The value of the performance guaranty shall be forfeited to the City under any of the following conditions:

- A. The discharge of septage in violation of 22-62.3;
- B. The discharge of septage at unauthorized locations in the City;
- C. Failure to make timely payment, pursuant to 22-62.9B of charges billed under this Chapter. (Forfeiture of guaranty up to amount of overdue charges only, after notice of intent to demand payment from guarantor.)

22-62.7 Fee Schedule.

- A. Discharge permit holders are subject to the following septage discharge fees:
 - 1. Annual Discharge Permit Fee. Fees are to be paid on an annual basis at time of permit application.
 - 2. Discharge Rates. Each delivery received at the plant is subject to discharge rates, which will be applied to full tank capacity of the delivery vehicle. The plant may accept partial loads on a pre-approved basis. Measurement disputes between septage haulers and City personnel will be resolved by a process established by the Director.
 - 3. After-Hours Fees. Deliveries received at the plant outside of normal business hours are subject to an after-hours fee.
- B. Septage discharge fees and rates are adopted, annually, by general ordinance to establish sewer rates and charges.

22-62.8 Collection and Billing.

The operator is directed to provide one copy of the load certificate to the permittee, retain two copies of each load certificate executed by permittee, and to convey one copy of each load certificate to the office of the City as may be required by the Department.

The City shall mail a monthly statement of account to each permittee. Failure to pay the amount shown within 30 days of the date of billing shall result in imposition of interest fees, as provided by State Law on the amount past due.

22-62.9 Revocation/Amendment of Permit.

All septage discharge permits issued to an applicant by the City may be revoked for any of the following reasons:

- A. Failure to accurately certify the source of a load of septage prior to discharge.
- B. Failure to pay all charges for discharge within 60 days of billing by the City.
- C. Any act that is named as a cause for forfeiture of the performance guaranty, as outlined in Section 22-62.6.

22-62.10 Protection of the Public Interest.

No provision of this Code Section shall be construed to create a right in any individual to a permit, which in the opinion of the City would be inconsistent with the public interest. No provision of this Code Section shall be construed to create any right in the Five Parish Area to the disposition or transport of septage at or to a City facility inconsistent with the public interest of the City.

22-62.11 Enforcement.

- A. Violation of any of the requirements of this Chapter may result in enforcement by the Director.
- B. Enforcement mechanisms. In enforcing the requirements of this Chapter, the Director may:
 - 1. Issue compliance orders.
 - 2. Cause an appropriate action to be instituted in a court of competent jurisdiction.

This ordinance shall become effective July 1, 2010.

A vote was then called with the results as follows:

YEAS: Mrs. Ellender, Mr. Koonce, Mr. Duncan, Mrs. Tower, Mr. Moss

NAYS: None

ABSENT: None

And the said ordinance was declared duly adopted on this 9th day of November, 2009.

ATTEST:

ARLENE BLANCHARD, Clerk

CHRISTOPHER DUNCAN, Chairman

The next item on the agenda is an introduction of ordinance granting the subdivision of a lot to Fasnik (Carson Fasske) located behind 505 Ash Street. Motion was made by Mr. Koonce seconded by Mrs. Tower that the following ordinance be introduced:

ORDINANCE GRANTING THE SUBDIVISION OF A CERTAIN LOT
LOCATED BEHIND 505 ASH STREET WHICH FRONTS CYPRESS
STREET.

Motion was then made by Mr. Koonce seconded by Mrs. Tower that the said ordinance be filed and remain on file with the Clerk of the Council, in final form, for public inspection and that the Mayor is hereby authorized and instructed to publish the Public Notice of Introduction of the above proposed ordinance in “The Southwest Daily News”, the official journal of the City of Sulphur, Louisiana, and that the said Notice of Introduction of the above ordinance is substantially in the following form:

PUBLIC NOTICE

PUBLIC NOTICE is hereby given, in accordance with Section 2-12B of the Home Rule Charter of the City of Sulphur, the following ordinance:

ORDINANCE GRANTING THE SUBDIVISION OF A CERTAIN LOT
LOCATED BEHIND 505 ASH STREET WHICH FRONTS CYPRESS
STREET.

A public hearing on said ordinance will be held at 5:30 p.m. on the 14th day of December, 2009, at City Hall in Sulphur, Louisiana.

CITY OF SULPHUR, LOUISIANA

BY: _____

CHRISTOPHER DUNCAN, Chairman

Motion carried.

The next item on the agenda is a resolution revoking all permits issued for Monet Acres Subdivision. Mr. Moss stated that he put this on the agenda because there are several things that haven't been done in the subdivision (1) the access road hasn't been built (2) there are no locked gates on Louis Alleman (3) why was Phase II built before Phase I. These are safety issues and would like to know why these things haven't been done.

Will Belton, Developer, stated that he submitted plans Friday afternoon that addresses these concerns. These plans will satisfy the Permit Department. The reason Phase II was built first is because the Investor (Regis Bank) asked that it be built first. Mrs. Ellender stated that when the plans were changed the Developer should have come before the Council. Mr. Belton stated that they got approval from the Council for both phases concurrently. Mayor LeLeux stated that is not true. The Council never accepted this subdivision, Phase I or Phase II. The only thing the Council voted on was for this parcel to be rezoned from Business to Residential.

Mr. Belton stated that the new plans show the ingress/egress off Beglis Parkway rather than Louis Alleman. He is working with Calvin Broussard to obtain right-of-way for the road. Mr. Moss stated that he still wants to revoke the permits until all these details are done. Mrs. Tower asked if the Council revokes the permits can he reapply after he meets all our requirements. Mr. Drost stated yes, he could reapply. At this time motion was made by Mrs. Tower seconded by Mr. Moss that the following amendment be added:

“construction of the eight (8) foot wooden gates and construction of the eight (8) foot privacy fence”

Motion carried.

After discussion Murray Howell, Contractor for Sunquest, asked if the Council would let them continue working on the subdivision but not issue the Certificate of Occupancy until the fence and the road are complete. He stated that he had a December 31, 2009 deadline and if the Council makes them stop working then he will not meet that deadline. Mrs. Ellender stated that the Council asked for the fence and road a long time ago. Why are they acting like they didn't know anything about it.

Will Belton addressed the Council again and stated that they knew about the road and the fence but the Council never said in what order it should be done. The contractor knew it had to be done and was going to build and fence and road upon completion of the entire project. At this time motion was made by Mr. Moss seconded by Mrs. Ellender to call for the question.

A vote was then called with the results as follows:

YEAS: Mrs. Ellender, Mr. Koonce, Mr. Duncan, Mr. Moss

NAYS: Mrs. Tower

ABSENT: None

And the said "call for the question" was declared duly adopted on this 9th day of November, 2009.

ATTEST:

ARLENE BLANCHARD, Clerk

CHRISTOPHER DUNCAN, Chairman

After discussion, motion was made by Mrs. Tower seconded by Mr. Moss that the following amendment be added:

All permits revoked until the following requirements are met:

1. Construct permanent ingress/egress to Monet Subdivision for all vehicular traffic at a site other than Louis Alleman Road (i.e. Beglis Parkway)
2. Construct a permanent eight (8) foot wooden privacy fence with eight (8) foot wooden privacy gates for emergency ingress/ egress only along the entire northern boundary of Monet Acres.
3. Construction of the ingress/egress site, construction of the eight (8) foot wooden gates and construction of the eight (8) foot privacy fence described herein shall meet the requirements of the 2006 International Fire Code.

4. Building, electrical, plumbing and mechanical permits may be re-issued upon request after a determination by the Chief Building Official in and for the City of Sulphur that the above described requirements have been completed.

Motion carried.

Motion was then made by Mr. Moss seconded by Mr. Koonce that the following resolution be adopted to-wit:

Resolution No. 2220, M-C Series

Resolution revoking current building, electrical, plumbing and mechanical permits issued to Sunquest Construction, L.L.C., Chris Gaspard, Scott Ledoux and Robert O. Johnson for Monet Acres Subdivision, subject to reasonable requirements.

WHEREAS, the City Council voted unanimously to revoke current building, electrical, plumbing and mechanical permits issued to Sunquest Construction, L.L.C. Chris Gaspard, Scott Ledoux and Robert O. Johnson for Monet Acres Subdivision, until the following requirements have been met:

1. Construct permanent ingress/egress to Monet Subdivision for all vehicular traffic at a site other than Louis Alleman Road (i.e. Beglis Parkway)
2. Construct a permanent eight (8) foot wooden privacy fence with eight (8) foot wooden privacy gates for emergency ingress/ egress only along the entire northern boundary of Monet Acres.
3. Construction of the ingress/egress site, construction of the eight (8) foot wooden gates and construction of the eight (8) foot privacy fence described herein shall meet the requirements of the 2006 International Fire Code.
4. Building, electrical, plumbing and mechanical permits may be re-issued upon request after a determination by the Chief Building Official in and for the City of Sulphur that the above described requirements have been completed.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby revoke current building, electrical, plumbing and mechanical permits issued to Sunquest Construction, L.L.C., Chris

Gaspard, Scott Ledoux and Robert O. Johnson for Monet Acres Subdivision, until the requirements described herein have been completed.

A vote was then called with the results as follows:

YEAS: Mrs. Ellender, Mr. Koonce, Mr. Duncan, Mrs. Tower, Mr. Moss

NAYS: None

ABSENT: None

And the said resolution was declared duly adopted on this 9th day of November, 2009.

ATTEST:

ARLENE BLANCHARD, Clerk

CHRISTOPHER DUNCAN, Chairman

The next item on the agenda is a resolution authorizing Mayor Ron LeLeux to sign a Joint Services Agreement with the Lake Charles Harbor and Terminal District (Use of Port Water Supply and City Sewer Facility). Motion was made by Mrs. Tower seconded by Mrs. Ellender that the following resolution be adopted to-wit:

RESOLUTION NO. 2221, M-C SERIES

Resolution authorizing Mayor Ron LeLeux to sign a Joint Services Agreement with the Lake Charles Harbor and Terminal District (Use of Port Water Supply and City Sewer Facility).

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Ron LeLeux to enter into a Joint Services Agreement with the Lake Charles Harbor and Terminal District (Use of Port Water Supply and City Sewer Facility).

A vote was then called with the results as follows:

YEAS: Mrs. Ellender, Mr. Koonce, Mr. Duncan, Mrs. Tower, Mr. Moss

NAYS: None

ABSENT: None

And the said resolution was declared duly adopted on this 9th day of November, 2009.

ATTEST:

ARLENE BLANCHARD, Clerk

CHRISTOPHER DUNCAN, Chairman

The next item on the agenda is a resolution authorizing the advertisement of bids for 6 month supply of pipe and fittings, diesel, chemicals, limestone and asphalt mix.

Motion was made by Mr. Koonce seconded by Mr. Moss that the following resolution be adopted to-wit:

RESOLUTION NO. 2222, M-C SERIES

Resolution authorizing advertisement for bids for a six (6) month supply of pipe and fittings, diesel, limestone and asphalt mix and chemical supplies for the City.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize advertisement for bids for a six (6) month supply of pipe and fittings, diesel, limestone and asphalt mix and chemical supplies for the City, said bids to be in accordance with the quantities and specifications on file with the City of Sulphur Purchasing Department.

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

NOTICE TO BIDDERS

Separate and sealed bids for the advertisement of bids for a six (6) month supply of pipe and fittings, diesel, limestone and asphalt mix and chemical supplies for the City will be received by the Clerk of the Council until 10:00 a.m. on the 2nd day of December, 2009, at which time bids will be opened and read aloud in an open and public bid opening session to be conducted by the Director of Finance in the Conference Room at the City Hall, and the City Council shall at a regular meeting on the 14th day of December, at 5:30 p.m. proceed to award the bid to the lowest bidder, to waive irregularities, or to reject any and all bids, or otherwise proceed thereto as provided by law.

CITY OF SULPHUR, LOUISIANA
BY

CHRISTOPHER DUNCAN, Chairman

BE IT FURTHER RESOLVED that the City Council of the City of Sulphur, Louisiana will meet in open and public session at the regular place in the Council Chambers at City Hall on the 14th day of December, 2009, at 5:30 p.m. and shall then and

there proceed to award the bids to the lowest bidder or to reject any and all bids, otherwise proceed thereto as provided by law.

A vote was then called with the results as follows:

YEAS: Mrs. Ellender, Mr. Koonce, Mr. Duncan, Mrs. Tower, Mr. Moss

NAYS: None

ABSENT: None

And the said resolution was declared duly adopted on this 9th day of November, 2009.

ATTEST:

ARLENE BLANCHARD, Clerk

CHRISTOPHER DUNCAN, Chairman

The next item on the agenda is a resolution accepting Substantial Completion for the Municipal Service Center. Motion was made by Mr. Moss seconded by Mr. Koonce that the following resolution be adopted to-wit:

RESOLUTION NO. 2223, M-C SERIES

Resolution accepting Substantial Completion on the Municipal Service Center.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby accept Substantial Completion on the Municipal Service Center.

A vote was then called with the results as follows:

YEAS: Mrs. Ellender, Mr. Koonce, Mr. Duncan, Mrs. Tower, Mr. Moss

NAYS: None

ABSENT: None

And the said resolution was declared duly adopted on this 9th day of November, 2009.

ATTEST:

ARLENE BLANCHARD, Clerk

CHRISTOPHER DUNCAN, Chairman

The next item on the agenda is an introduction of ordinance abandoning Arvel Loop and Traham Road (partials). Motion was made by Mr. Koonce seconded by Mr. Moss that the following ordinance be introduced:

AN ORDINANCE AUTHORIZING THE ABANDONMENT OF A STRETCH OF RIGHT-OF-WAY ALONG ARVEL LOOP AND TRAHAM ROAD.

Motion was then made by Mr. Koonce seconded by Mr. Moss that the said ordinance be filed and remain on file with the Clerk of the Council, in final form, for public inspection and that the Mayor is hereby authorized and instructed to publish the Public Notice of Introduction of the above proposed ordinance in “The Southwest Daily News”, the official journal of the City of Sulphur, Louisiana, and that the said Notice of Introduction of the above ordinance is substantially in the following form:

PUBLIC NOTICE

PUBLIC NOTICE is hereby given, in accordance with Section 2-12B of the Home Rule Charter of the City of Sulphur, the following ordinance:
AN ORDINANCE AUTHORIZING THE ABANDONMENT OF A STRETCH OF RIGHT-OF-WAY ALONG ARVEL LOOP AND TRAHAM ROAD.

A public hearing on said ordinance will be held at 5:30 p.m. on the 14th day of December, 2009, at City Hall in Sulphur, Louisiana.

CITY OF SULPHUR, LOUISIANA
BY: _____
CHRISTOPHER DUNCAN, Chairman

Motion carried.

The next item on the agenda is a resolution approving the liquor license for Handlebars Club LLC, located at 3620 East Napoleon Street. Motion was made by Mr. Moss seconded by Mrs. Tower that the following resolution be adopted to-wit:

RESOLUTION NO. 2224, M-C SERIES

Resolution approving liquor license for Handlebars Club LLC, located at 3620 East Napoleon Street.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby approve the liquor license for Handlebars Club LLC, located at 3620 East Napoleon Street.

A vote was then called with the results as follows:

YEAS: Mrs. Ellender, Mr. Koonce, Mr. Duncan, Mrs. Tower, Mr. Moss
NAYS: None
ABSENT: None

And the said resolution was declared duly adopted on this 9th day of November, 2009.

ATTEST:

ARLENE BLANCHARD, Clerk

CHRISTOPHER DUNCAN, Chairman

The next item on the agenda is Johnny Peel to discuss drainage on Melanie Drive/Bernadette Drive. Mr. Peel stated that Melanie Drive floods every time it rains 3 inches or if there is a very hard rain. He has approached the City and Parish many times but nothing has been done. John Bruce, Public Works Director, stated that they have a “hot spot” list throughout the City and he will add this street to his list.

The next item on the agenda is a resolution amending Resolution No. 2186, M-C Series, adopted June 29, 2009, which authorized a Cooperative Endeavor Agreement/Joint Services Agreement between the City of Sulphur, Calcasieu Parish School Board and Calcasieu Parish Police Jury for the installation and maintenance of school crossing lights in certain school zones. Motion was made by Mr. Koonce seconded by Mr. Moss that the following resolution be adopted to-wit:

RESOLUTION NO. 2225, M-C SERIES

Resolution amending Resolution No. 2186, M-C Series, adopted June 29, 2009, which authorized a Cooperative Endeavor Agreement/Joint Services Agreement between the City of Sulphur, Calcasieu Parish School Board, and Calcasieu Parish Police Jury for the installation and maintenance of school crossing lights in certain school zones.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby amend Resolution No. 2186, M-C Series, adopted June 29, 2009, which authorized a Cooperative Endeavor Agreement/Joint Services Agreement between the City of Sulphur, Calcasieu Parish School Board, and Calcasieu Parish Police Jury for the installation and maintenance of school crossing lights in certain school zones.

BE IT ALSO RESOLVED that the City Council hereby accepts two (2) additional school crossing lights at E. K. Key Elementary School and W. T. Henning Elementary School.

A vote was then called with the results as follows:

YEAS: Mrs. Ellender, Mr. Koonce, Mr. Duncan, Mrs. Tower, Mr. Moss

NAYS: None

ABSENT: None

And the said resolution was declared duly adopted on this 9th day of November, 2009.

ATTEST:

ARLENE BLANCHARD, Clerk

CHRISTOPHER DUNCAN, Chairman

The next item on the agenda is a resolution declaring Supreme Court Judge Marcus Clark Day. Motion was made by Mr. Koonce seconded by Mrs. Tower that the following resolution be adopted to-wit:

RESOLUTION NO. 2226, M-C SERIES

RESOLUTION CONGRATULATING JUDGE MARCUS CLARK
ON HIS ELECTION TO THE LOUISIANA STATE SUPREME COURT.

WHEREAS, Marcus Clark was born in Sulphur, Louisiana, to Gerald Clark and the late Hilda Clark; and

WHEREAS, Marcus attended Sulphur schools and graduated from Sulphur High School in 1974; and

WHEREAS, He graduated with a degree in Criminal Justice from Northeast Louisiana University in 1978 and received his Juris Doctorate from Louisiana State University Law School; and

WHEREAS, Marcus would begin his legal career as an Assistant District Attorney in Ouachita Parish and was elected to the bench in 1996 as a District Judge in the 4th Judicial District where he would serve three terms; and

WHEREAS, Judge Clark was elected as a Justice to the Louisiana State Supreme Court on October 17, 2009; and

WHEREAS, Judge Clark will be sworn in on Thursday, November 19, 2009 in Monroe, Louisiana, surrounded by his family and friends; and

WHEREAS, Mayor Ron LeLeux and the Sulphur City Council hereby declare Thursday, November 19, 2009, as “*Supreme Court Justice Marcus Clark Day*” in the City of Sulphur in honor of his tremendous accomplishment in being elected to the highest court in the State of Louisiana.

A vote was then called with the results as follows:

YEAS: Mrs. Ellender, Mr. Koonce, Mr. Duncan, Mrs. Tower, Mr. Moss
NAYS: None
ABSENT: None

And the said resolution was declared duly adopted on this 9th day of November, 2009.

ATTEST:

ARLENE BLANCHARD, Clerk

CHRISTOPHER DUNCAN, Chairman

There being no further business to come before the Council, the Chairman declared this meeting adjourned.

ATTEST:

ARLENE BLANCHARD, Clerk

CHRISTOPHER DUNCAN, Chairman

11/9/09
7:09 P.M.